BOARD AGENDA
BOARD OF WRIGHT COUNTY COMMISSIONERS
Tuesday, December 16, 2025

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

I. PLEDGE OF ALLEGIANCE

II. YEARS OF SERVICE

A. 2025 Quarter Four Years of Service Recognition

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

A. Approve Minutes County Board Meeting (12-2-2025)

IV. REVIEW & APPROVAL OF AGENDA

V. CONSENT AGENDA

A. ADMINISTRATION

1. Authorization to Recruit and Hire for Health and Human Services Director and Potential Interim Appointments

2. Approve 2026 Legislative Services Agreement with Flaherty-Hood

B. ATTORNEY

1. Authorize the Board Chair and County Administrator to Sign Renewal Contract with Anoka County for Medical Examiner Services

C. FINANCE & TAXPAYER SERVICES

1. Approve the Estimated Transfers from the General Fund to the Historian Fund and the Sewer Subordinate Fund, Total $38,255.87 to Cover 2025 Year-End Deficit Balances

2. Approve the Following Change Fund Adjustments:

   Elimination of Funds (Finance & Taxpayer Services):
   Alcohol Fund: $200.00 Tobacco Fund: $250.00

   Transfer of Funds:
   From Finance & Taxpayer Services to Human Services: HHS Front Desk: $70.00
   From Human Services to Finance & Taxpayer Services: 60 Plus Foot Clinic Funds: $100.00

3. Approve Budget Amendment 73, Sheriff's Office Flock

4. Approve Budget Amendment 74, Deferred Compensation

5. Approve Statement of Work for 2025 Audit Services with CliftonLarsonAllen LLP (CLA) and Authorize Signatures

6. Acknowledge Warrant Disbursements Issued from November 24 to December 7, 2025

D. HEALTH & HUMAN SERVICES

1. Approve New Cannabis Retail Registration for Altitude Dispensary in Monticello in Collaboration with the Joints Power of Agreement (JPA)

2. Approve New Lower-Potency Hemp Edible (LPHE) Retail Registration for O'Brothers in Montrose

3. Approve 2026 Tobacco License Renewals for 4 Establishments (See Attached Supporting Document)

4. Approve Temporary Liquor License for Maple Lake Ice Fishing Derby (2-08-2026) in Maple Lake Township

E. HIGHWAY

1. Approve Authorization for Additional Services with Stantec Consulting Services

F. HUMAN RESOURCES

1. Board Approval of the 2026 Non-Union Compensation and Classification Plan-Effective January 1, 2026

2. Approve and Authorize Signatures on the 2026-2028 Collective Bargaining Agreement with the International Union of Operating Engineers Local No .49

3. Approve and Authorize Signatures on the Collective Bargaining Agreement and Memorandum of Agreements with the Assistant Wright County Attorneys Association for the 2026-2028 Calendar Years

4. Approve Policy Changes from 12-1-2025 Personnel Committee

G. PARKS & RECREATION

1. Confirm Commissioner District 4 Parks Commission Appointment, Perry Buffie, of Rockford, MN, Effective January 1, 2026 for a Term of 3 Years

H. PLANNING & ZONING

1. Approve County Feedlot Program Delegation Work Plan

I. PROBATION & COURT SERVICES

1. Approve Authorization to Fill Probation Agent Position Related Back-fill Positions

J. SURVEYOR

1. Approval to Proceed with Capital Improvement Program (CIP) Project - 2026 Pictometry Aerial Imagery (Approximate East Half of County)

VI. TIMED AGENDA ITEMS

A. 9:20 AM - ALICIA O'HARE - WATER RESOURCE SPECIALIST

1. Adopt Resolution 25-89, for Aquatic Invasive Species Prevention Aid

B. 9:23 AM - BARRY RHINEBERGER - PLANNING & ZONING ADMINISTRATOR

1. Adopt Resolution 25-90, Determining that a Discretionary EAW is NOT Required for the MBE Sand and Gravel Mine on Property Located at the intersection of State Highway 25 and County Road 113, Buffalo Township

C. 9:27 AM - CHAD HAUSMANN - HIGHWAY ENGINEER

1. Adopt Resolution 25-91 and Authorize Signatures to Enter into MnDot Agreement 1061217

2. Authorize Signatures on Agreement with SRF Consulting Group, Inc. to Provide Professional Engineering Services for Environmental Documentation and for Preliminary Engineering and Design for Reconstruction of Trunk Highway 55 from Hennepin County State-Aid Highway 19, North of the City of Loretto to Hennepin County Road 118 near City of Medina

D. 9:30 AM - PUBLIC HEARING - CITY OF ST. MICHAEL EMERGENCY SEWER REPAIR

1. Public Hearing about the City of St. Michael Emergency Sewer Repair

E. 9:30 AM - PUBLIC HEARING - CITY OF ST. MICHAEL DELINQUENT UTILITY ACCOUNTS

1. Public Hearing to Certify City of St. Michael Delinquent Utility Accounts

F. 9:35 AM - LINDSEY MEYER - FINANCE DIRECTOR

1. Adopt Resolution 25-88, to Certify City of St. Michael Sewer Emergency Repair Special Assessment

2. Adopt Resolution 25-87, to Certify Special Assessments for Delinquent Utility Accounts for the City of St. Michael after the Public Hearing

3. Adopt Resolution 25-81, to Commit Fund Balance for Unspent American Rescue Plan Funds, Parks Surcharge Funds, Bertram Parks Lease payment, and Buffer Grant Funds (Riparian AID) in Accordance with GASB Statement #54

4. Schedule a Public Hearing on January 20th, 2026 for the Transferring of Property from Independent School District (ISD)# 885 to ISD# 882

G. 9:40 AM - MATT DETJEN - AG DRAINAGE & NATURAL RESOURCES SUPERVISOR

1. Schedule a Public Hearing on the Redetermination of Benefits for County Ditch #7 and Judicial Ditch #1 Pursuant to Minn. Stat. 103E.351 Subd. 1(c)

VII. ITEMS FOR CONSIDERATION

A. ADMINISTRATION

1. Adopt Resolution 25-82, for 2026 Property Tax Levy

2. Adopt Resolution 25-83, Setting 2026 Budget

3. Adopt Resolution 25-86, Setting Sheriff's Salary for 2026

4. Adopt Resolution 25-85, Setting the County Attorney's Salary for 2026

5. Adopt Resolution 25-84, Setting the County Board's Salary for 2026

6. Schedule Closed Session for Annual Performance Review of the County Administrator

B. COMMITTEE MINUTES

1. Approve Minutes and Adopt Recommendations from the Ways & Means Committee Meeting (11-18-2025)

2. Approve Minutes and Adopt Recommendations from the Personnel Committee Meeting (12-1-2025)

3. Approve Minutes and Adopt Recommendations from the Ways & Means Committee Meeting (12-1-2025)

VIII. ADJOURNMENT

IX. WARRANTS ISSUED

WRIGHT COUNTY
MINNESOTA

Agenda Item

Destination and Workflow

Meeting Type: *
Board Meeting

Requestor Name
Greg Kryzer

Requestor Title
County Administrator

Department (please use dropdown to select department) *
ADMINISTRATION

Target Meeting Date *
12/16/2025 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) *
2025 Quarter Four Years of Service Recognition

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

Value Stream the request primarily aligns with:

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

Describe the impact on staffing resources.

Fiscal Impact:

Background/Justification:

Route for Review and Approval

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

Agenda Item Attachments – 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
Q4 2025 Years of Service Flyer (1).pdf	Attachment

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision
Approved

Notes

County Administrator Review

County Administrator Decision

Notes

WRIGHT COUNTY

Years of Service Recognition

COUNTY BOARD MEETING

December 16, 2025

9:00 A.M.

35 YEARS

Patricia Malecek, Health & Human Services

30 YEARS

Jacqueline O'Dowd, Sheriff

25 YEARS

Dawn Zachman, Health & Human Services

Molly Koscianski, Sheriff

Joan Olson, Health & Human Services

Adam Backes, Highway

Christine Kraklau-Treichler, Health & Human Services

20 YEARS

Scott Deckert, Planning & Zoning

Andrea Bixby, Health & Human Services

Albert Lutgens, Sheriff

Aimee Montag, Attorney

Shannon Wolff, Highway

15 YEARS

Cori Hemming, Sheriff

Alexander Hirman, WC Probation & Court Services

10 YEARS

Cynthia Stone, Sheriff

Blake LeMire, Sheriff

5 YEARS

Tou Pha, Information Technology

Kelly Chaffee, Health & Human Services

Amber Davis, Health & Human Services

Joseph Dunham, Sheriff

Dustin Pierce, Highway

Gregory Wise, Health & Human Services

Jeremy Kringler, Project Administration

YEARS OF SERVICE AWARDS ARE BASED ON THE ANNIVERSARY DATES THAT FALL BETWEEN OCTOBER 1, 2025 AND DECEMBER 31, 2025

WRIGHT COUNTY
MINNESOTA

Agenda Item

Destination and Workflow

Meeting Type: *
Board Meeting

Requestor Name
Greg Kryzer

Requestor Title
County Administrator

Department (please use dropdown to select department) *
ADMINISTRATION

Target Meeting Date *
12/16/2025 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 County Board Meeting (12-2-2025)

Short Title (what will appear on Agenda outline - 250 character max.) *
Approve Minutes County Board Meeting (12-2-2025)

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
12-2-2025 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

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BOARD MINUTES

BOARD OF WRIGHT COUNTY COMMISSIONERS

Tuesday, December 2, 2025

DATE APPROVED: [ ]

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, Holland, Schoen, and Moynagh present.

Present were the following:

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

PLEDGE OF ALLEGIANCE

At 9:00 a.m. Vice Chair Nadine Schoen called the meeting to order.

MINUTES - DISPENSE WITH READING, APPROVE AS WRITTEN/REVISED

A. Approve Minutes from County Board Meeting (11-18-2025)

At 9:01 a.m. Schoen requested a motion to approve the minutes

Motion by Commissioner Jeanne Holland and seconded by Commissioner Kirby Moynagh

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

REVIEW & APPROVAL OF AGENDA

At 9:02 a.m. Commissioner Tina Diedrick requested the removal of Consent Agenda Item A number 1 for additional comments. Schoen requested a motion to approve the agenda as modified.

Motion by Holland and seconded by Moynagh

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

CONSENT AGENDA

At 9:02 a.m. Schoen requested a motion to pass the Consent Agenda.

Motion by Diedrick and seconded by Moynagh

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

A. ADMINISTRATION

1. **Approve the Appointments of Melissa Fee for a Two Year Term and Jacey Wallace for a Three Year Term Starting January 2026, to the Great River Regional Library Board – REMOVED FOR DISCUSSION**

2. **Authorize Signatures on Memorandum of Agreement between Wright County and Assistant Wright County Attorneys Association**

B. FACILITIES

1. **Authorize Facilities Services Director to Execute Three Year Janitorial Services Agreement with Squeaky Services Commencing January 1, 2026**

C. FINANCE & TAXPAYER SERVICES

1. **Motion to Approve the Reimbursement of the American Rescue Plan Act Funds (ARP) as Follows:**
   Approval of Use of ARP Funds from 01-099-493
   $9,000 5.9 Clean Water: Nonpoint Source
   $650,000 5.19 Broadband: "Last Mile" Project

2. **Acknowledge Warrant Disbursements Issued November 7 through November 23, 2025**

D. PARKS & RECREATION

1. **Approve Purchase Agreement for Acquisition of a 40.71-Acres Adjacent To Harry Larson County Park**

2. **Authorize the Agricultural and Drainage Supervisor to Execute and Sign a Contract with Tree Story Inc. For Tree Removal on County Ditch 33**

3. **Authorize the Agricultural and Drainage Supervisor to Execute and Sign a Contract with Wuetherich Drainage LLC For Tree Removal on County Ditch 23**

E. RECORDER

1. Plat Approval of ZB Acres Located in Silver Creek Township and Authorization of Signatures

TIMED AGENDA ITEMS

At 9:03 a.m. Diedrick spoke on the appointments of Melissa Fee and Jacey Wallace to the Great River Regional Library Board.

A. 9:05 AM - LINDSEY MEYER - FINANCE DIRECTOR

1. Schedule a Public Hearing for the Proposed Creation of Buffalo, Deer, Goose, and Mink Lake Improvement District for 9:30 a.m., January 20, 2026

At 9:04 a.m. Finance Director Lindsey Meyer spoke on creation of Buffalo, Deer, Goose, and Mink Lake Improvement District. County Administrator Greg Kryzer spoke on setting the public hearing for 9:30 a.m. Tuesday, January 20, 2026. Schoen requested a motion to approve setting the public hearing.

Motion by Diedrick and seconded by Holland

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

B. 9:10 AM - JAMI GOODRUM - HEALTH & HUMAN SERVICES DIRECTOR

1. HEALTH & HUMAN SERVICES CONSENT AGENDA

At 9:06 a.m. Schoen requested a motion to approve the Health & Human Services Consent Agenda.

Motion by Holland and seconded by Moynagh

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

i. Approve Mental Health Advisory Council (MHAC) Member Application:
1. Shirwa Adan, District 4 – First Term Ends 2026-02-06
2. Breanna Heintzelman, District 1 – Second Term Ends 2026-02-14

ii. Approve 2026 Tobacco License Renewals for Four Establishments (see attached supporting document)

iii. Approve Seasonal Liquor License for Olson's Campground in Silver Creek Township

C. 9:11 AM - CHAD HAUSMANN - HIGHWAY ENGINEER

1. Adopt Resolution 25-78, for Condemnation on County State Aid Highway 36

At 9:07 a.m. Highway Engineer Chad Hausmann spoke on the Resolution 25-78, Condemnation on County State Aid Highway 36. Schoen requested a motion to adopt Resolution 25-78.

Motion by Moynagh and seconded by Holland

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

2. Adopt Resolution 25-79, Support for the Replacement of the Deer Lake Dam with a Rock Arch Rapids by the Minnesota Department of Natural Resources

At 9:08 a.m. Hausmann spoke on adopting Resolution 25-79, Support for the Replacement of the Deer Lake Dam with a Rock Arch Rapids by the Minnesota Department of Natural Resources. Schoen requested a motion to approve Resolution 25-79.

Motion by Diedrick and seconded by Holland

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

3. Approve Resolution 25-80, for MnDOT Cooperative Construction Agreement 1060205

At 9:10 a.m. Hausmann spoke on adopting Resolution 25-80, for MnDOT Cooperative Construction Agreement 1060205. Schoen requested a motion to approve Resolution 25-80.

Motion by Holland and seconded by Moynagh

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

ITEMS FOR CONSIDERATION

A. COMMITTEE MINUTES

1. Approve Minutes from County Board Workshop (11-18-2025)

At 9:11 a.m. Schoen spoke on the recommendations from the County Board Workshop including amending the Opioid Committee Bylaws, the Workshop approval of appointments of Melissa Fee and Jacey Wallace to the Great River Regional Library Board, and the setting of a meeting with legislative members for 9:00 a.m. Monday, January 12, 2026. Schoen requested a motion to approve the Workshop recommendations.

Motion by Holland and seconded by Moynagh

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

ADJOURNMENT

At 9:13 a.m. Schoen requested a motion to adjourn.

Motion by Holland and seconded by Moynagh

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

WARRANTS ISSUED

WRIGHT COUNTY
MINNESOTA

Agenda Item

Destination and Workflow

Meeting Type: *
Board Meeting

Requestor Name
Greg T. Kryzer

Requestor Title
County Administrator

Department (please use dropdown to select department) *
ADMINISTRATION

Target Meeting Date *
12/16/2025 9:00 AM - Board of Wright County Commissioners

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

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

Originator
GTK7344

Item Details

Board Action Requested (this is what will appear on the Agenda) *
Authorization to Recruit and Hire for Health and Human Services Director and Potential Interim Appointments

Short Title (what will appear on Agenda outline - 250 character max.) *
Authorization to Recruit and Hire for Health and Human Services Director and Potential Interim Appointments

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

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

Describe the impact on staffing resources.

Fiscal Impact:

Background/Justification:
The Health and Human Services Director has submitted her retirement notice effective March 6, 2026. Pursuant to Board policy, Administration is seeking Board approval to begin recruitment and hiring for this position and any related backfill positions. Administration is also seeking authorization, if needed, to identify and appoint an interim Health and Human Services Director and to execute any related agreements, as well as authorization for any interim backfill appointments that may be necessary to support continuity of operations.

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
Greg Kryzer

Requestor Title
County Administrator

Department (please use dropdown to select department) *
ADMINISTRATION

Target Meeting Date *
12/16/2025 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 2026 Legislative Services Agreement with Flaherty-Hood

Short Title (what will appear on Agenda outline - 250 character max.) *
Approve 2026 Legislative Services Agreement with Flaherty-Hood

Value Stream the request primarily aligns with:

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

Describe the impact on staffing resources.

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Background/Justification:

Route for Review and Approval

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

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Document Name	Attachment Type
FH 2026 Wright County Legislative Services Agreement.pdf	Attachment

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision
Approved

Notes

County Administrator Review

County Administrator Decision

Notes

FLAHERTY | HOOD P.A.

December 3, 2025

Greg Kryzer
County Administrator
Wright County
3650 Braddock Avenue NE
Buffalo, MN 55313

VIA EMAIL

Dear Greg,

This letter serves as both a proposal and agreement for Flaherty & Hood, P.A. ("Firm") to provide government relations services to Wright County ("County") in 2026. It has been a pleasure to continue our work over the past years advancing the needs of Wright County at the legislature, with state agencies, and in other avenues.

The 2026 Minnesota Legislature looks like it will remain one of the most tightly divided in the country. The House of Representatives is expected to remain tied, and the DFL still holds a narrow, one-seat majority in the Senate. Meanwhile, all 201 legislative seats and Minnesota's statewide constitutional offices will be on the ballot in 2026. Numerous long-standing legislators have announced their intention not to seek re-election, and others are seeking higher office.

With all this background, and a shaky state budget picture, the 2026 legislative session nonetheless appears that it will present opportunities to those who can build bi-partisan consensus around policy and bonding proposals. Wright County has laid significant groundwork to move forward many of its priorities, and Flaherty & Hood looks forward to assisting the County as you navigate these unique legislative dynamics.

The subsequent agreement includes the following sections:

1. Subjects of Legislative Representation
2. Scope of Services
3. Project Management
4. Term of Service
5. Compensation
6. Amendment to Agreement
7. Conflict of Interest
8. Minnesota Campaign Finance Board Requirements
9. Conclusion

With any questions about this agreement or about Flaherty & Hood, please feel free to contact Flaherty & Hood Shareholder Attorney/Lobbyist Shane Zahrt at sazahrt@flaherty-hood.com or (651) 295-1123.

FLAHERTY | HOOD P.A.

1) **Subjects of Legislative Representation**
Based on our conversations with the County and the County's legislative priorities, it is our understanding that the County would like to engage Flaherty & Hood's services related to the following matters:

- Represent the County's interests and protect County taxpayers by monitoring legislative and regulatory action related to taxation of state-assessed utility property, including the Monticello Nuclear Plant, as well as monitoring Xcel Energy's Integrated Resource Plan and related processes;
- Supporting Wright Technical Center (WTC) in its efforts to secure state bonding dollars for renovations and upgrades to its facilities in Buffalo;
- Continuing legislative efforts surrounding feedlot definitions;
- Assisting the County with legislative and administrative advocacy related to the County's transition to a Community Corrections Act (CCA) county;
- Monitoring changes to Data Practices laws as identified by the County and advancing the County's interests in possible changes;
- Developing, monitoring, and advocating for legislation to provide property tax relief to Minnesota residents, through investment and reform to existing state programs;
- Monitoring developments related to the implementation of cannabis legalization, and providing the County with up-to-date insights on developments related to the law;
- Monitoring the County's legislative and regulatory interests related to ditch drainage;
- Monitoring and advocating for the County's interests related to the additional priorities outlined in the 2026 Legislative Priorities approved by the Board of Commissioners.

2) **Scope of Services**
We anticipate that the services provided to the County will include the following activities:

- Consult with the County on development of legislative priorities and strategy;
- Draft necessary legislation and amendments;
- Secure bill authors;
- Direct lobbying of committee chairs, key legislators, and the Governor's Administration;
- Update or create handouts and other materials on County priorities;
- Monitor progress of relevant bills through the legislative process;
- Coordinate testimony for legislative hearings;
- Provide County with timely updates from the Legislature;
- As necessary and relevant, monitor and participate in proceedings at the Public Utilities Commission that may impact the County's interests.

3) **Project Management**
Flaherty & Hood Shareholder Attorney/Lobbyist Shane Zahrt will be the primary point of contact for Wright County at the firm and will be primarily responsible for the execution of the legislative and organizational activities described herein. As necessary, additional lobbyists, attorneys, and/or firm staff may assist Mr. Zahrt by providing expertise or strategic input to further advance the County's goals.

FLAHERTY | HOOD P.A.

4) **Term of Service**
The term of services outlined in this agreement will commence when this agreement has been approved by the Wright County Board, fully executed by both parties, and a copy of the executed agreement has been received by Flaherty & Hood, or on January 1, 2026, whichever comes later. The term of services will continue through December 31, 2026.

5) **Compensation**
Flaherty & Hood will invoice the County monthly for the services performed according to the hourly rates listed in Attachment A. Additional reasonable expenses including printing, postage, travel, and meal expenses related to the execution of County businesses will also be billed to the County by Flaherty & Hood. The estimated cost of the services outlined in the scope of this agreement is $55,000. The total amount billed to the County by Flaherty & Hood is not to exceed $55,000 for the contract period.

6) **Amendment to Agreement**
The County and the firm may amend the subjects of legislative representation, the scope of services, the term of service, and/or the compensation for services at any time during the contract period by mutual written agreement. The amendment must be in writing, describe the additional services, terms, or compensation agreed to, and be signed by a designated representative of the City and a representative of the Firm.

This agreement may be terminated by either party prior to December 31, 2026 by providing 30 days written notice to the other party, at which time any bills due and owing up to the time of termination will be promptly billed and paid.

7) **Conflicts of Interest**
Like other contract lobbying firms, Flaherty & Hood represents a range of clients that have significant and similar interests. The firm is not aware of any current client that represents a conflict of interest with Wright County. By entering into this agreement, Wright County understands that Flaherty & Hood represents other clients at the legislature. Flaherty & Hood advocates for each client strenuously on its own merits. In the unlikely event that a conflict does arise, the firm will immediately engage both parties to come to a mutually satisfactory resolution.

8) **Minnesota Campaign Finance Board Requirements**
The services outlined under this agreement will require Flaherty & Hood lobbyists to maintain their registration as lobbyists for Wright County with the Minnesota Campaign Finance Board (CFB). Lobbyists and entities that hire lobbyists are subject to certain rules and requirements. By entering into this agreement, the County agrees to comply with all relevant lobbying regulations and requirements. Please reach out to any member of Flaherty & Hood staff with questions.

9) **Conclusion**
Flaherty & Hood would be pleased to provide legislative services to Wright County for the 2026 legislative session and we are confident that we can have a significant impact on your policy goals.

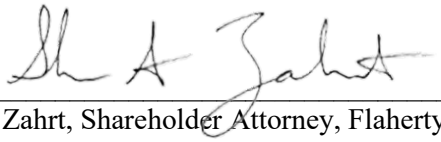
If the agreement contained within this letter meets with the County's approval, please return a copy of the executed agreement to Flaherty & Hood and retain a copy for your records.

FLAHERTY | HOOD P.A.

Very truly yours,

FLAHERTY & HOOD, P.A.

By:



12/3/2025

Shane Zahrt, Shareholder Attorney, Flaherty & Hood, P.A. Date

Accepted By:

Greg Kryzer, County Administrator, Wright County Date

Accepted By:

Darek Vetsch, Wright County Board Chair Date

FLAHERTY | HOOD P.A.

Attachment A

Hourly Rates

These are the hourly rates for Flaherty & Hood, P.A. personnel providing legislative services to Wright County under this contract by category.

Shareholder Attorney	$180 per hour
Senior Attorney and/or Lobbyist	$166 per hour
Associate Attorney and/or Lobbyist	$145 per hour
Policy and Fiscal Analysis	$140 per hour
Media & Communications	$120 per hour
Government Relations Operations Staff	$110 per hour

WRIGHT COUNTY
MINNESOTA

Agenda Item

Destination and Workflow

Meeting Type: *
Board Meeting

Requestor Name
Brian Lutes

Requestor Title
County Attorney

Department (please use dropdown to select department) *
ATTORNEY

Target Meeting Date *
12/16/2025 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
AMJ7346

Item Details

Board Action Requested (this is what will appear on the Agenda) *
Authorize the Board Chair and County Administrator to Sign Renewal Contract with Anoka County for Medical Examiner Services

Short Title (what will appear on Agenda outline - 250 character max.) *
Authorize the Board Chair and County Administrator to Sign Contract with Anoka County for Medical Examiner Services

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

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

Describe the impact on staffing resources.
N/A

Fiscal Impact:
$409,042

Background/Justification:
The current contract with Anoka County for Medical Examiner services expires on December 31, 2025. As Wright County wishes to renew its contract with Anoka County for these services, a new contract covering the period from January 1, 2026 to December 31, 2026 is being submitted for Board approval and signatures.

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
2026 Medical Examiner Contract 121625.docx	Attachment

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision

Notes

Finance Review

Finance Decision
Approved

Notes
Proposed Contract = 2026 budgeted amount.

County Administrator Review

County Administrator Decision
Approved

Notes

Contract for
Medical Examiner Services

This CONTRACT (the "Contract") is entered into between **Anoka County, Minnesota**, 2100 Third Avenue, Anoka, MN 55303 (Anoka) and **Wright County, Minnesota** 3650 Braddock Avenue NE, Buffalo, MN 55313 (Wright).

RECITALS:

1.) Anoka County has appointed Dr. A. Quinn Piper, Medical Examiner, who is a Doctor of Medicine licensed to practice medicine in the State of Minnesota and a forensic pathologist certified by the American Board of Pathology, as Medical Examiner for Anoka County pursuant to Minn. Stat. § 390.33.

2.) Dr. Quinn Piper, with assistance of county staff in the Anoka County Medical Examiner's Office, provides Medical Examiner services as set forth in Minn. Stat. Chap. 390.

3.) Anoka County is willing to provide autopsy services to other counties upon terms and conditions as authorized by Minn. Stat. § 390.252.

4.) Wright County wishes to contract with Anoka County for the provision of autopsy services to Wright County.

THEREFORE, IT IS MUTUALLY AGREED:

1. TERM

1.1 This Contract will commence on January 1, 2026 and will terminate on December 31, 2026 unless it terminates by operation of circumstances outlined in Section 6. TERMINATION.

1.2 This Contract will automatically renew for two (2) additional two (2) year terms from January 1, 2027 through December 31, 2028 and January 1, 2029 through December 31, 2030 unless notice is given as provided in Section 6. TERMINATION.

2. SERVICES

2.1 Anoka County will provide autopsy services as described in Attachment A, which is incorporated into and made a part of this Contract.

2.2 If Anoka County responds to a death and provides services as described in Attachment A, and upon completion of the services, a family member, or other qualified person, as

identified in Minn. Stat. §149A.80 subd. 2, cannot be located, or refuses to take responsibility for disposition of the body, Wright County shall take the necessary steps to comply with Minn. Stat. § 149A.80 subd. 2(12) unless Wright, through a Resolution by the County Board, authorizes Anoka to exercise and perform those rights and duties. The Wright County Board shall remain liable for the reasonable cost of final disposition in the case of persons who die without apparent financial means to provide for final disposition, as provided in Minn. Stat. § 149A.80, subd. 8, as amended and recodified from time to time.

3. COMPENSATION

3.1 Wright County will pay Anoka County, as compensation for autopsy services provided annually, the amount of $409,042 to be billed and paid quarterly in the amount of $102,260.50. This amount is based upon a per-capita rate of $2.71 and a two year average population for 2022 and 2023 of 150,938. Compensation for renewals of this Agreement may be increased or decreased accordingly.

3.2 The above rates are based upon the current number of participating counties under contract with Anoka County. If additional counties are added at a per-capita rate, Anoka County will adjust the agreed upon rate to reflect the savings to Wright County. If another participating per-capita county exercises their right to terminate the contract with Anoka County, Wright County acknowledges that the agreed upon cap may need to be modified to meet operating expenses. Pursuant to Section 11 of this Agreement, in the event an agreed upon cap cannot be honored by Anoka County, Anoka County shall provide Wright County at least 90 days' notice of the increase.

3.3 It is understood that the above rates are based on the usual and customary Coroner's duties for a county the size of Wright. If a catastrophic event occurs that requires significantly more than the normal medical examiner services, Wright shall reimburse Anoka for the actual cost of additional expenses incurred in performing the duties herein. Catastrophic event shall be defined as one where multiple deaths (5 or more) occur from a single event. If the parties dispute the amount of additional expenses, they hereby agree to (1) use mediation to resolve their difference, and if that fails, (2) to submit to arbitration in accordance with the practices and terms of the American Arbitration Association. Mediators and Arbitrators shall be picked by agreement, or failing that, each party shall choose one, who shall then meet and choose the actual arbitrator or mediator. Each party shall pay one-half the cost of the entire process.

4. AUDITS, REPORTS, RECORDS, DISCLOSURES, RETENTION, AND MONITORING

4.1 Anoka County will maintain appropriate records related to services provided under this Agreement. When this Contract terminates, Anoka County will turn over to Wright County all records in its possession relating to services provided pursuant to this and previous agreements.

4.2 If requested by Wright County, Anoka County will take possession of previously created medical examiner records. Anoka County will store the records and have them available to respond to data requests. All issues relating to data management of previously created records will be addressed by Wright County. Wright County will submit an inventory with the records submitted to Anoka County.

4.3 Anoka County agrees to submit an annual report within (90) days after the end of each year to Wright County.

4.4 Anoka County agrees to allow Wright County, the State Auditor or legislative authority, or any of their duly authorized representatives at any time during normal business hours, and as often as they may deem reasonably necessary, access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., and accounting procedures and practices of Anoka County that are relevant to this Contract, pursuant to Minn. Stat. § 16C.05, subd. 5.

5. STANDARDS AND LICENSES

5.1 Anoka County will provide services only with those personnel who are properly licensed by the State of Minnesota (or other regulatory authority).

5.2 Anoka County will comply with all applicable federal and state statutes and regulations as well as local ordinances now in effect or hereafter adopted.

5.3 Failure to meet the requirements of items a. and b. above may be cause for termination of this Agreement as set forth in 6. below.

6. TERMINATION

6.1 This Contract will terminate under the following circumstances:

6.1.1 by the parties' mutual written agreement;

6.1.2 upon at least 3 months' written notice specifying the termination date, given by either party, with or without cause;

6.1.3 if a party is in breach of a material obligation under this Contract and has not cured the breach within 15 days of written notice specifying the breach, this Contract will terminate immediately unless the other party consents to extend the cure period, which consent will not be unreasonably withheld so long as the breaching party has commenced cure during the 15-day notice period and pursues cure of the breach in good faith.

6.1.4 automatically without notice on December 31, 2030.

6.2 Termination of this Contract shall not limit either party from pursuing any other remedies

available to it, including injunctive relief, nor shall termination relieve Wright County of its obligation to pay all charges that accrued prior to such termination.

6.3 The parties' rights and obligations under this Contract shall survive termination of this Contract.

7. DATA PRACTICES

7.1 Anoka County is required to comply with the provisions of the Minnesota government data practices act, Minn. Stat. Ch. 13, in collecting creating, receiving, maintaining, disseminating, or using data for any purpose during its performance of this Contract. Minnesota law governs any data requests as it relates to records created by the Midwest Medical Examiner's Office. If requested by Wright County, the Midwest Medical Examiner's Office will provide notice to Wright County of any requests for data. In the event a question of law arises, Wright County's legal counsel will be responsible for the final decision.

7.2 The parties both agree to abide by applicable statutes, rules, and regulations related to data privacy and as they may be amended.

8. NON-DISCRIMINATION

8.1 The parties agree to comply with applicable federal or state laws and regulations and county policies related to affirmative action and non-discrimination.

9. INSURANCE

9.1. During the term of this Agreement, Anoka will have and keep in force insurance, either under a self-insurance program or insurance policy as follows:

9.1.1. Commercial general liability with the following insurance limits: [General Aggregate $3 million/Each Occurrence $1.5 million].

9.1.2. Medical malpractice insurance which shall name Wright County as an additional insured with the following insurance limits: [General Aggregate $3 million/Each Occurrence $1.5 million].

10. INDEMNIFICATION

10.1. Anoka County will defend, indemnify, and hold harmless Wright County against any and all liability, loss, damages, costs, and expenses which Wright County may hereafter sustain, incur, or be required to pay by reason of any negligent act or omission of Anoka County, its agents, officers, or employees which causes bodily injury, death, personal injury, property loss, or damage to another during the performance of services under this Contract.

10.1.1. This duty to defend, indemnify and hold harmless by Anoka County shall

exclude all negligent or intentional acts of Wright County, its employees, contractors, or agents.

10.2. Nothing in this Contract waives any limitation on liability provided by Minn. Stat. Chap. 466 or Minn. Stat. §§ 3.732 et seq. or any other applicable law.

11. INDEPENDENT CONTRACTOR

11.1 Nothing in this Contract is intended or should be construed in any manner as creating or establishing a co-partner relationship between Anoka County and Wright County or as constituting Anoka County or its employees as the agent, representative, or employee of Wright County for any purpose.

12. MINNESOTA LAW

12.1 Minnesota laws govern all questions related to the Contract.

12.2 The parties will venue any proceedings related to this Contract in the Anoka County District Court, State of Minnesota.

13. NOTICE

13.1 Notice is to be given in writing and either sent by mail or delivered in person.

13.1.1 Notice for Wright County will be directed to, Greg Kryzer, County Administrator, 3650 Braddock Avenue NE, Buffalo, MN 55313.

13.1.2 Notice for Anoka County will be directed to Shane Sheets, Director, Midwest Medical Examiner's Office, 14341 Rhinestone St. NW, Ramsey, MN 55303.

13.2 Notice served by mail is deemed received 3 days after mailing.

14. MODIFICATIONS

14.1 Material alterations, modifications, or variations of the terms of this Contract, shall be valid and enforceable only when they have been reduced to writing as an amendment and signed by the parties.

15. MERGER

15.1 It is understood and agreed that the entire agreement of the parties is contained here and that this contract supersedes all oral agreements and negotiations between the parties relating to this subject matter. All items referred to in this contract are incorporated or attached and deemed to be part of the contract.

The parties have entered this Contract and agree to be bound by its terms.

County of Anoka, Minnesota

By: _____
Jim Dickinson
County Administrator

Date: _____

Approved as to form:

_____
Nancy Norman Sommer
Assistant County Attorney

County of Wright, Minnesota

By:_____
Darek Vetsch
Chair, Board of Commissioners

Date:_____

Attest:

By: _____
Greg Kryzer
County Administrator

Approved as to form:

_____
Brian Lutes
County Attorney

Attachment A

Services to be Provided

1. Reliable and issue-focused forensic autopsy services on a timely basis.

2. Autopsies performed by forensic pathologist.

3. Compliance with College of American Pathology, National Association of Medical Examiner guidelines for autopsy procedures. *Accreditation by the National Association of Medical Examiners.*

4. Assistance in special techniques for positive identification.

5. Toxicology performed by an accredited forensic toxicology laboratory.

6. Record maintenance of photographs, toxicology, and basic radiographs.

7. Timely communication with family, including notification of legal next of kin, and notification to identified attending physician when autopsy is completed.

8. Weekday, weekend, and holiday coverage.

9. Faxed copies of medical examiner summary to one or more of the following; law enforcement, county attorney, and county coroner per guidelines determined within county.

10. Participate in multi-agency debriefing or emotional/complex cases when appropriate.

11. Record hospice deaths.

12. Facilitate tissue donation

13. Cremation approvals.

14. Annual statistical review with county commissioners/boards

15. Cardiac and Neuropathology referral exams included

16. Death scene investigations performed by trained investigators (employees) with 40 to 45 minute response time. This response time is subject to extraordinary circumstances beyond the investigators' control including, without limitation, inclement weather, natural disaster, or physical barriers such as road inaccessibility. In such case, a good faith effort will be made to arrive as soon as practicable.

17. Taking possession of the decedent's personal property found on or near the body and

releasing it pursuant to Minn. Stat. § 390.225, subd. 3.

18. Court appearance for grand juries and trials (no additional charge).

19. Transportation from the death scene to the morgue.

20. Educational services including:

    A. An initial training session on death investigation (approximately 20 to 24 hours).
    B. Annual in-service for death investigators and law enforcement or as needed.

18. Mass disaster preparedness.

20. Report environmental drowning(s) to Department of Natural Resources.

21. Report all infant deaths to SIDS center for grief counseling.

22. Participate in child mortality review.

23. Provide statistical information to MN Department of Health and State of MN.

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 *
12/16/2025 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 the Estimated Transfers from the General Fund to the Historian Fund and the Sewer Subordinate Fund, Total $38,255.87 to Cover 2025 Year-End Deficit Balances

Short Title (what will appear on Agenda outline - 250 character max.) *
Approve the Estimated Transfers from the General Fund to the Historian Fund and the Sewer Subordinate Fund, Total $38,255.87 to Cover 2025 Year-End Deficit Balances

Value Stream the request primarily aligns with:
Optimize Civic Engagement

Briefly describe how the request aligns with the selected value stream.
The budget and financial reports requires the County to be accountable to the public.

Describe the impact on staffing resources.
N/A

Fiscal Impact:
These transfers are required in order to comply with governmental accounting standards for year-end reporting which don't allow negative cash balances.

Background/Justification:
These transfers are required in order to comply with governmental accounting standards for year-end reporting which don't allow negative cash balances. These funds historically have had negative cash balances due to payment of expenses prior to recouping the historical society, and sewer subordinate.

Motion to Approve the estimated transfers from the General Fund to the Historian and Sewer Subordinate Fund, total $38,255.87 to cover 2025 year-end deficit balances

Motion to approve the advances from the General Fund to the following negative accounts, total $38,255.87 to cover 2025 year-end deficit balances.
Historian Fund $22,289.47 and Sewer Subordinate Fund $15,936.40

*Estimated amounts could change

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
Lindsey Meyer

Requestor Title
Finance Director

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

Target Meeting Date *
12/16/2025 9:00 AM - Board of Wright County Commissioners

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

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

Originator
RJK8456

Item Details

Board Action Requested (this is what will appear on the Agenda) *
Approve the Following Change Fund Adjustments:

Elimination of Funds (Finance & Taxpayer Services):
Alcohol Fund: $200.00 Tobacco Fund: $250.00

Transfer of Funds:
From Finance & Taxpayer Services to Human Services: HHS Front Desk: $70.00
From Human Services to Finance & Taxpayer Services: 60 Plus Foot Clinic Funds: $100.00

Short Title (what will appear on Agenda outline - 250 character max.) *
Approve the Following Change Fund Adjustments

Value Stream the request primarily aligns with:
Optimize Civic Engagement

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

Describe the impact on staffing resources.
NA

Fiscal Impact:
NA

Background/Justification:
The Finance & Taxpayer Services Department has updated business processes to improve efficiency. It is necessary to align petty cash control with the appropriate departments. Certain funds are no longer required and excess funds should be deposited back into the bank account.

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
Change Fund Summary 2025.pdf	Attachment

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision
Approved

Notes

County Administrator Review

County Administrator Decision

Notes

Wright County
Summary of Change Funds

Fund	Change Funds 12/31/2024	Additions (Deductions)	Change Funds 12/31/2025
General Revenue			
Court Services	200.00		200.00
Assessor	100.00		100.00
Attorney	100.00		100.00
Surveyor	200.00		200.00
Finance & Taxpayer Services	4,000.00		4,000.00
License Bureau	3,000.00		3,000.00
Jail	500.00		500.00
Recorder	900.00		900.00
Parks	300.00		300.00
Parks - Bertram	300.00		300.00
Planning and Zoning	100.00		100.00
Sheriff	500.00		500.00
Alcohol Fund (Petty Cash)	200.00	(200.00)	0.00
Tobacco Fund (Petty Cash)	250.00	(250.00)	0.00
60+ Foot Clinic	100.00		100.00
Total General Fund	10,750.00	-450.00	10,300.00
Reserve			
Law Library	50.00		50.00
	50.00	0.00	50.00
Road and Bridge	100.00		100.00
Road and Bridge (Petty Cash)	50.00		50.00
	150.00	0.00	150.00
Human Serivces			
HHS Front Desk	70.00		70.00
Public Health (WOW Van)	60.00		60.00
	130.00	0.00	130.00
Soil Waste			
SCORE - Compost Facility	200.00	0.00	200.00
	200.00	0.00	200.00
Total Change Funds	11,280.00	(450.00)	10,830.00

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 *
12/16/2025 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 73, Sheriff's Office Flock

Short Title (what will appear on Agenda outline - 250 character max.) *
Approve Budget Amendment 73, Sheriff's Office Flock

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

Briefly describe how the request aligns with the selected value stream.
The investment in promoting safe & healthy communities builds public trust and accountability with this Flock service by strengthening the ability to prevent harm and respond quickly to threats.

Describe the impact on staffing resources.
N/A

Fiscal Impact:
Budget transfer requested from the general fund.

Background/Justification:
Requesting $41,400 budget amendment for 2025 portion of law enforcement contract for Flock, a license plate reading software. The requested amount includes pricing for both the hardware, software & initial implementation. Pricing for subsequent years will be discounted at $37,250 for the original 12 license plate readers.

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
BA 73 SO Flock.xlsx	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: Sheriff's Office

Justification: Requesting $41,400 budget amendment for 2025 portion of law enforcement contract for Flock, a license plate reading software. The requested amount includes pricing for both the hardware, software & initial implementation. Pricing for subsequent years will be discounted at $37,250 for the original 12 license plate readers.

Budget Year: 2025

Related Items

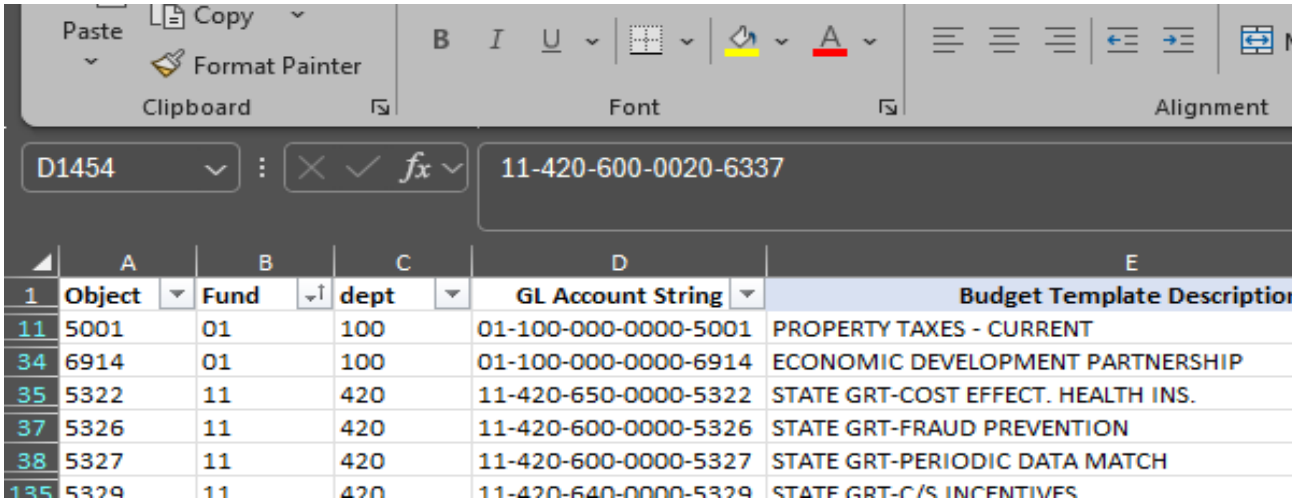
Revenues

Line Item	Description	Amount
01-201-000-0000-5911	USE OF FUND BALANCE	$41,400.00
	TOTAL:	41,400.00

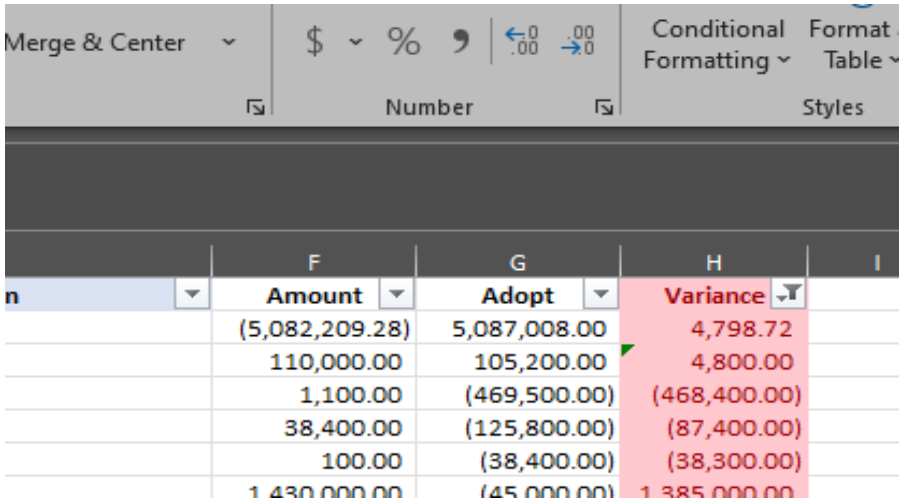
Expenses

Line Item	Description	Cost
01-201-000-0000-6480	EQUIPMENT LESS THAN $5K	$ 37,250.00
01-201-000-0000-6261	PROFESSIONAL SERVICES	4,150.00
	TOTAL:	41,400.00
	Net adjustment	-

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



	A	B	C	D	E
1	Object	Fund	dept	GL Account String	Budget Template Description
11	5001	01	100	01-100-000-0000-5001	PROPERTY TAXES - CURRENT
34	6914	01	100	01-100-000-0000-6914	ECONOMIC DEVELOPMENT PARTNERSHIP
35	5322	11	420	11-420-650-0000-5322	STATE GRT-COST EFFECT. HEALTH INS.
37	5326	11	420	11-420-600-0000-5326	STATE GRT-FRAUD PREVENTION
38	5327	11	420	11-420-600-0000-5327	STATE GRT-PERIODIC DATA MATCH
135	5329	11	420	11-420-640-0000-5329	STATE GRT-C/S INCENTIVES



n	F Amount	G Adopt	H Variance	I
	(5,082,209.28)	5,087,008.00	4,798.72	
	110,000.00	105,200.00	4,800.00	
	1,100.00	(469,500.00)	(468,400.00)	
	38,400.00	(125,800.00)	(87,400.00)	
	100.00	(38,400.00)	(38,300.00)	
	1,430,000.00	(45,000.00)	1,385,000.00	

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 *
12/16/2025 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 74, Deferred Compensation

Short Title (what will appear on Agenda outline - 250 character max.) *
Approve Budget Amendment 74, Deferred Compensation

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

Briefly describe how the request aligns with the selected value stream.
County administration depends on attracting and keeping skilled employees through benefits such as deferred compensation.

Describe the impact on staffing resources.
N/A

Fiscal Impact:
See amendment

Background/Justification:
Requesting $203,523 budget amendment to shift budget funds from Dep 100 for County portion of deferred compensation to the department level.

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
BA 74 Deferred Comp.xlsx	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: Admin

Justification: Requesting $203,523 budget amendment to shift budget funds from Dep 100 for County portion of deferred compensation to the department level.

Budget Year: 2025

Related Items

Revenues

Line Item	Description	Amount
01-100-000-0000-6116	DEFERRED COMPSENATION - CTY PORTION	($200,000.00)
01-100-000-0000-6199	UNALLOCATED PERSONEL SERVICES	($3,523.00)
	TOTAL:	(203,523.00)

Expenses

Line Item	Description	Cost
01-005-000-000-6116	DEFERRED COMPSENATION - CTY PORTION	$ 1,725.00
01-025-000-000-6116	DEFERRED COMPSENATION - CTY PORTION	13,047.50
01-031-000-000-6116	DEFERRED COMPSENATION - CTY PORTION	3,600.00
01-032-000-000-6116	DEFERRED COMPSENATION - CTY PORTION	4,073.25
01-033-000-000-6116	DEFERRED COMPSENATION - CTY PORTION	2,690.00
01-041-000-000-6116	DEFERRED COMPSENATION - CTY PORTION	13,774.00
01-063-000-000-6116	DEFERRED COMPSENATION - CTY PORTION	5,070.00
01-091-000-000-6116	DEFERRED COMPSENATION - CTY PORTION	7,200.00
01-101-000-000-6116	DEFERRED COMPSENATION - CTY PORTION	3,312.75
01-103-000-000-6116	DEFERRED COMPSENATION - CTY PORTION	2,490.00
01-105-000-000-6116	DEFERRED COMPSENATION - CTY PORTION	7,706.75
01-107-000-000-6116	DEFERRED COMPSENATION - CTY PORTION	4,614.50
01-111-000-000-6116	DEFERRED COMPSENATION - CTY PORTION	3,337.50
01-201-000-000-6116	DEFERRED COMPSENATION - CTY PORTION	62,913.50
01-250-000-000-6116	DEFERRED COMPSENATION - CTY PORTION	5,780.00
03-310-000-000-6116	DEFERRED COMPSENATION - CTY PORTION	1,800.00
03-320-000-000-6116	DEFERRED COMPSENATION - CTY PORTION	2,656.25
03-330-000-000-6116	DEFERRED COMPSENATION - CTY PORTION	5,636.25
03-340-000-000-6116	DEFERRED COMPSENATION - CTY PORTION	1,100.00
03-350-000-000-6116	DEFERRED COMPSENATION - CTY PORTION	1,425.00
03-420-000-000-6116	DEFERRED COMPSENATION - CTY PORTION	8,685.00
03-430-000-000-6116	DEFERRED COMPSENATION - CTY PORTION	26,135.00
03-450-000-000-6116	DEFERRED COMPSENATION - CTY PORTION	8,848.25
01-521-000-000-6116	DEFERRED COMPSENATION - CTY PORTION	4,677.50
01-522-000-000-6116	DEFERRED COMPSENATION - CTY PORTION	1,225.00
	TOTAL:	203,523.00
	Net adjustment	-

Budget Tracking
Finance Reviewed:
Approval Required:
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 *
12/16/2025 9:00 AM - Board of Wright County Commissioners

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

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

Originator
LMM8602

Item Details

Board Action Requested (this is what will appear on the Agenda) *
Approve Statement of Work for 2025 Audit Services with CliftonLarsonAllen LLP (CLA) and Authorize Signatures

Short Title (what will appear on Agenda outline - 250 character max.) *
Approve Statement of Work for 2025 Audit Services with CliftonLarsonAllen LLP (CLA) and Authorize Signatures

Value Stream the request primarily aligns with:
Optimize Civic Engagement

Briefly describe how the request aligns with the selected value stream.
Ensures accuracy and transparency in Wright County Financial Results.

Describe the impact on staffing resources.
Efforts to complete.

Fiscal Impact:
$95,950 minimum, additional fees pending audit requirements.

Background/Justification:
State statutes require an annual audit of the County's finances. The original contract with CLA was signed in 2023 covering the audit years 2023-2027, this statement of work covers the 2025 financial activity.

Route for Review and Approval

- [ ] Finance Review
- [x] Legal Review
- [x] 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 Statement of Work – Audit Services.pdf	Attachment

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision
Approved

Notes

Legal Review

Legal Decision
Approved

Notes
Approved. Bachun had reviewed this contract prior to submission of RFBA.

Risk Management Review

Risk Managment Decision
Approved

Notes

County Administrator Review

County Administrator Decision

Notes

CliftonLarsonAllen LLP
https://www.claconnect.com

October 20, 2025

Statement of Work - Audit Services

This agreement constitutes a statement of work ("SOW") pursuant to our contract for independent contractor/professional services agreement dated December 14, 2023 related to CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") audit of Wright County's ("you," "your," or "the entity") financial statements for the year ended December 31, 2025.

This SOW communicates, among other things, certain matters required by our professional standards, confirms our understanding of the scope and objectives of the engagement, identifies the responsibilities of both CLA and the entity as it relates to the conduct of an audit, and describes the nature and limitations of the services we will provide to you, including nonaudit services.

Kristen A. Houle is responsible for the performance of the audit engagement.

Scope of audit services
We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements of Wright County, and the related notes to the financial statements as of and for the year ended December 31, 2025.

The Governmental Accounting Standards Board (GASB) provides for certain required supplementary information (RSI) to accompany the entity's basic financial statements.

The following RSI will be subjected to certain limited procedures, but will not be audited.

- Management’s discussion and analysis.
- Budgetary comparison schedules.
- GASB-required supplementary pension and OPEB information.

We will also evaluate and report on the presentation of the supplementary information other than RSI accompanying the financial statements in relation to the financial statements as a whole.

Nonaudit services
We will also provide the following nonaudit services:

· Preparation of data collection form

· Preparation of your financial statements and the related notes.

· Preparation of the required supplementary information (RSI).

· Preparation of the supplementary information.

· Preparation of schedule of expenditures of federal awards.

· Assistance with implementing new accounting standards, as applicable

Audit objectives

The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP). Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS) will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Our audit will be conducted in accordance with U.S. GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards require us to be independent of the entity and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. Our audit will include tests of your accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express opinions and render the required reports.

We will also perform procedures to enable us to express an opinion on whether the supplementary information (as identified above) accompanying the financial statements is fairly stated, in all material respects, in relation to the financial statements as a whole.

We will apply certain limited procedures to the RSI in accordance with U.S. GAAS. However, we will not express an opinion or provide any assurance on the RSI because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. We will also perform procedures to enable us to express an opinion on whether the supplementary information (as identified above) other than RSI accompanying the financial statements is fairly stated, in all material respects, in relation to the financial statements as a whole.

The objectives of our audit also include:

- Reporting on internal control over financial reporting and on compliance with the provisions of laws,

regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

- Reporting on internal control over compliance related to major programs and expressing an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Uniform Guidance.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We will issue written reports upon completion of our audit of your financial statements and compliance with requirements applicable to major programs.

Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph to our auditors' report, or if necessary, withdraw from the engagement. If our opinions on the financial statements or compliance are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements or material noncompliance caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements or an opinion on compliance, we retain the right to take any course of action permitted by professional standards, including declining to express opinions or issue reports, or withdrawing from the engagement.

As part of our audit, we will also perform the procedures and provide the report required by the Minnesota Legal Compliance Audit Guide for Political Subdivisions.

It is our understanding that our auditors' report will be included in your annual report which is comprised of your annual comprehensive financial report and that your annual report will be issued June 30, 2026. Our responsibility for other information included in your annual report does not extend beyond the financial information identified in our opinion on the financial statements. We have no responsibility for determining whether such other information is properly stated and do not have an obligation to perform any procedures to corroborate other information contained in your annual report. We are required by professional standards to read the other information and consider whether a material inconsistency exists between the other information and the financial statements because the credibility of the financial

statements and our auditors' report thereon may be undermined by material inconsistencies between the audited financial statements and other information. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Auditor responsibilities, procedures, and limitations

We will conduct our audit in accordance with U.S. GAAS, the standards for financial audits contained in *Government Auditing Standards*, and the Uniform Guidance.

Those standards require that we exercise professional judgment and maintain professional skepticism throughout the planning and performance of the audit. As part of our audit, we will:

• Identify and assess the risks of material misstatement of the financial statements and material noncompliance, whether due to fraud or error, design and perform audit procedures responsive to those risks, and evaluate whether audit evidence obtained is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement or a material noncompliance resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

• Obtain an understanding of the entity and its environment, including the system of internal control, relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

• Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the amounts and disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

• Conclude, based on our evaluation of audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity’s ability to continue as a going concern for a reasonable period of time.

Although our audit planning has not been concluded and modifications may be made, we have identified the following significant risk(s) of material misstatement as part of our audit planning:

• Management override of internal controls

• Improper revenue recognition

• Risk that construction in progress may not be accurately recorded and capitalized

We plan to use an auditors' specialist to Harvest testing for investments, as applicable.

There is an unavoidable risk, because of the inherent limitations of an audit, together with the inherent limitations of internal control, that some material misstatements or noncompliance may not be detected, even though the audit is properly planned and performed in accordance with U.S. GAAS, *Government Auditing Standards*, and the Uniform Guidance. Because we will not perform a detailed examination of all transactions, material misstatements, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity, may not be detected. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not require auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management and those charged with governance of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management and those charged with governance of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a single audit.

Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting fraud or errors that are material to the financial statements and to preventing and detecting misstatements resulting from noncompliance with provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify deficiencies, significant deficiencies, or material weaknesses in internal control. However, we will communicate to you in writing significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we identify during the audit that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the entity's compliance with the provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

We will include in our report on internal control over financial reporting and on compliance relevant

information about any identified or suspected instances of fraud and any identified or suspected noncompliance with provisions of laws, regulations, contracts, or grant agreements that may have occurred that are required to be communicated under *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards that may have a direct and material effect on each of the entity's major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the "OMB Compliance Supplement" for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs. The purpose of these procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

We will evaluate the presentation of the schedule of expenditures of federal awards accompanying the financial statements in relation to the financial statements as a whole. We will make certain inquiries of management and evaluate the form, content, and methods of preparing the schedule to determine whether the information complies with U.S. GAAP and the Uniform Guidance, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We will compare and reconcile the schedule to the underlying accounting records and other records used to prepare the financial statements or to the financial statements themselves.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Management responsibilities

Our audit will be conducted on the basis that you (management and, when appropriate, those charged with governance) acknowledge and understand that you have certain responsibilities that are fundamental to the conduct of an audit.

You are responsible for the preparation and fair presentation of the financial statements, RSI, and the schedule of expenditures of federal awards in accordance with U.S. GAAP. Management is also responsible for identifying all federal awards received, understanding and complying with the compliance requirements, and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the requirements of the Uniform Guidance.

Management's responsibilities include the selection and application of accounting principles; recording and reflecting all transactions in the financial statements; determining the reasonableness of significant accounting estimates included in the financial statements; adjusting the financial statements to correct material misstatements; and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for 12 months beyond the financial statement date.

Management is responsible for compliance with applicable laws and regulations and the provisions of contracts and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs. Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are responsible for the design, implementation, and maintenance of effective internal control, including internal control over compliance, relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including evaluating and monitoring ongoing activities and safeguarding assets to help ensure that appropriate goals and objectives are met; and that there is reasonable assurance that government programs are administered in compliance with compliance requirements.

You are responsible for the design, implementation, and maintenance of internal controls to prevent and detect fraud; assessing the risk that the financial statements may be materially misstated as a result of fraud; and for informing us about all known or suspected fraud affecting the entity involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for implementing systems designed to achieve compliance with applicable laws and regulations and the provisions of contracts and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs; identifying and ensuring that the entity complies with applicable laws, regulations, contracts, and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs; and informing us of all instances of identified or suspected noncompliance whose effects on the financial statements should be considered.

You are responsible for taking timely and appropriate steps to remedy any fraud; noncompliance with provisions of laws, regulations, contracts, or grant agreements; or abuse that we may report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings; and to follow up and take prompt corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review.

You are responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including amounts and disclosures, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters, and for the accuracy and completeness of that information (including information from within and outside of the general and subsidiary ledgers), and for ensuring management information and financial information is reliable and properly reported; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to

perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.

You agree to inform us of events occurring or facts discovered subsequent to the date of the financial statements that may affect the financial statements.

You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

Management is responsible for the preparation and fair presentation of other supplementary information in accordance with U.S. GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. You agree to provide us written representations related to the presentation of the supplementary information.

Management is responsible for the preparation of other information included in your annual report. You agree to provide the final version of such information to us in a timely manner, and if possible, prior to the date of our auditors' report. If the other information included in your annual report will not be available until after the date of our auditors' report on the financial statements, you agree to provide written representations indicating that (1) the information is consistent with the financial statements, (2) the other information does not contain material misstatements, and (3) the final version of the documents will be provided to us when available, and prior to issuance of the annual report by the entity, so that we can complete the procedures required by professional standards. Management agrees to correct material inconsistencies that we may identify. You agree to include our auditors' report in any document containing financial statements that indicates that such financial statements have been audited by us.

Management is responsible for providing us with a written confirmation concerning representations made by you and your staff to us in connection with the audit and the presentation of the basic financial statements and RSI. During our engagement, we will request information and explanations from you regarding, among other matters, the entity's activities, internal control, future plans, specific transactions,

and accounting systems and procedures. The procedures we will perform during our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the representations that we receive in the representation letter and otherwise from you. Accordingly, inaccurate, incomplete, or false representations could cause us to expend unnecessary effort or could cause a material fraud or error to go undetected by our procedures. In view of the foregoing, you agree that we shall not be responsible for any misstatements in the entity's financial statements that we may fail to detect as a result of misrepresentations made to us by you.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies to us of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the "Audit objectives" section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other engagements or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Responsibilities and limitations related to nonaudit services

For all nonaudit services we may provide to you, management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services. Management is also responsible for ensuring that your data and records are complete and that you have received sufficient information to oversee the services.

Use of financial statements

Should you decide to include or incorporate by reference these financial statements and our auditors' report(s) thereon in a future private placement or other offering of equity or debt securities, you agree that we are under no obligation to re-issue our report or provide consent for the use of our report in such a registration or offering document. We will determine, at our sole discretion, whether we will re-issue our report or provide consent for the use of our report only after we have performed the procedures we consider necessary in the circumstances. If we decide to re-issue our report or consent to the use of our report, we will be required to perform certain procedures including, but not limited to, (a) reading other information incorporated by reference in the registration statement or other offering document and (b) subsequent event procedures. These procedures will be considered an engagement separate and distinct from our audit engagement, and we will bill you separately. If we decide to re-issue our report or consent to the use of our report, you agree that we will be included on each distribution of draft offering materials and we will receive a complete set of final documents. If we decide not to re-issue our report or decide to withhold our consent to the use of our report, you may be required to engage another firm to audit periods covered by our audit reports, and that firm will likely bill you for its services. While the successor auditor may request access to our workpapers for those periods, we are under no obligation to permit such access.

If the parties (i.e., you and CLA) agree that CLA will not be involved with your official statements related to

municipal securities filings or other offering documents, we will require that any official statements or other offering documents issued by you with which we are not involved clearly indicate that CLA is not involved with the contents of such documents. Such disclosure should read as follows:

> CliftonLarsonAllen LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. CliftonLarsonAllen LLP also has not performed any procedures relating to this offering document.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website or submitted on a regulator website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

We may issue preliminary draft financial statements to you for your review. Any preliminary draft financial statements should not be relied on or distributed.

Engagement administration and other matters

We understand that your employees will prepare all confirmations, account analyses, and audit schedules we request and will locate any documents or invoices selected by us for testing. A list of information we expect to need for our audit and the dates required will be provided in a separate communication.

At the conclusion of the engagement, we will complete the auditor sections of the electronic Data Collection Form SF-SAC and perform the steps to certify the Form SF-SAC and single audit reporting package. It is management's responsibility to complete the auditee sections of the Data Collection Form. We will create the single audit reporting package PDF file for submission; however, it is management's responsibility to review for completeness and accuracy and electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be electronically submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the entity; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing confidential or sensitive information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of CLA and constitutes confidential information, except that such documentation may be available in accordance with Minnesota Statutes, section 6.481. However, we may be requested to make certain audit documentation available to regulatory bodies pursuant to authority given to it by law or regulation. If requested, access to such audit documentation will be provided under the supervision of CLA’s personnel. Furthermore, upon request, we may provide copies of selected audit documentation to those regulators. The regulators may intend, or

decide, to distribute the copies of information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by a regulator. If we are aware that a federal or state awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Professional standards require us to be independent with respect to you in the performance of these services. Any discussion that you have with our personnel regarding potential employment with you could impair our independence with respect to this engagement. Therefore, we request that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence and objectivity. Further, any employment offers to any staff members working on this engagement without our prior knowledge may require substantial additional procedures to ensure our independence. You will be responsible for any additional costs incurred to perform these procedures.

Our audit engagement ends on delivery of our signed report. Any additional services that might be requested will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific SOW for that service.

Government Auditing Standards require that we make our most recent external peer review report publicly available. The report is posted on our website at www.CLAconnect.com/Aboutus/.

Fees

Audit of financial statements (includes 2 federal single audit programs)	$82,300.00
New accounting standards, as applicable	Actual time involved
Additional federal single audit programs, if applicable	$5,500 - $7,500
Financial statement preparation	$13,650.00

We will also bill for a technology and client support fee of five percent (5%) of all professional fees billed. Our invoices, including applicable state and local taxes, will be rendered as work progresses and are payable on presentation.

Unexpected circumstances
We will advise you if unexpected circumstances require significant additional procedures resulting in a substantial increase in the fee estimate.

Changes in accounting and audit standards
Standard setters and regulators continue to evaluate and modify standards. Such changes may result in new or revised financial reporting and disclosure requirements or expand the nature, timing, and scope of the

activities we are required to perform. To the extent that the amount of time required to provide the services described in the SOW increases due to such changes, our fee may need to be adjusted. We will discuss such circumstances with you prior to performing the additional work.

Agreement
We appreciate the opportunity to provide the services described in this SOW related to the MSA. All terms and provisions of the MSA shall apply to these services. If you agree with the terms of this SOW, please sign below to indicate your acknowledgement and understanding of, and agreement with, this SOW.

Sincerely,

CliftonLarsonAllen LLP

Response:
This letter correctly sets forth the understanding of Wright County.

CLA

ORG: CLA

NAME: Kristen A. Houle

TITLE: Signing Director

SIGN: Kristen A Houle

DATE: 10/20/2025

Client

ORG: Wright County

NAME: Darek Vetsch

TITLE: Board Chair

SIGN:

DATE:

ORG: Wright County

NAME: Greg Kryzer

TITLE: County Administrator

SIGN:

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 *
12/16/2025 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 from November 24 to December 7, 2025

Short Title (what will appear on Agenda outline - 250 character max.) *
Acknowledge Warrant Disbursements Issued from November 24 to December 7, 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
11.24.25-12.07.25 Disbursements by Fund report.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 12/8/25 3:03 PM

Date Range: 11/24/2025 to 12/7/2025 **Pii:**

Fund	Description	Amount
01	GENERAL REVENUE FUND	723,704.00
02	RESERVES FUND	64,909.15
03	ROAD AND BRIDGE FUND	240,718.87
11	HUMAN SERVICES FUND	218,846.59
12	OPIOID REMEDIATION	72,000.00
20	WASTE MANAGEMENT FUND	9,575.78
34	CAPITAL IMPROVEMENTS FUND	35,453.96
36	DEBT SERVICE FUND	475.00
41	DITCH FUND	25,466.00
73	LAKE IMPROVEMENT DISTRICTS	10,684.54
81	CURRENT TAX, REAL ESTATE & MOBLIE HOMES	47,861,862.83
84	STATE COLLECTIONS FUND	215,050.61
85	REFUNDING ACCOUNT FUND	101,097.79
87	SOCIAL WELFARE FUND	3,021.96
	Total	**49,582,867.08**

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 *
12/16/2025 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 Cannabis Retail Registration for Altitude Dispensary in Monticello in Collaboration with the Joints Power of Agreement (JPA)

Short Title (what will appear on Agenda outline - 250 character max.) *
Approve New Cannabis Retail Registration for Altitude Dispensary in Monticello in Collaboration with the Joints Power of Agreement (JPA)

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 regulate and support local businesses that sell cannabis and lower-potency hemp products.

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

Fiscal Impact:
Collection of retail registration fees: initial ($0) and renewal ($1,000) per state statute, $1,000.

Background/Justification:
Altitude Dispensary has applied for a Wright County cannabis retail registration.

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
Altitude Dispensary Registration.pdf	Attachment

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision
Approved

Notes

County Administrator Review

County Administrator Decision

Notes

WRIGHT COUNTY
MINNESOTA

CANNABIS RETAIL REGISTRATION

HEALTH & HUMAN SERVICES

The following establishments are seeking cannabis retail registration and are recommended by Public Health.

Name of Establishment	Address	City	Commissioner District	JPA – Cannabis Retail Registration Cap (1:12,500) or Lower-Potency Hemp Edible Retailer	Paperwork Completed & Received (Application, Proof of Ordinance 112 compliance, local zoning certificate	Payment Received	Violations in Last 5 Years
Altitude Dispensary	220 Sandberg Rd.	Monticello	2	Cannabis Retail Registration #1	Yes	No, invoice sent 12/04/25	None.

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 *
12/16/2025 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 Lower-Potency Hemp Edible (LPHE) Retail Registration for O'Brothers in Montrose.

Short Title (what will appear on Agenda outline - 250 character max.) *
Approve New Lower-Potency Hemp Edible (LPHE) Retail Registration for O'Brothers in Montrose.

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 regulate and support local businesses that sell lower-potency hemp products.

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

Fiscal Impact:
Collection of retail registration fees: initial ($125) and renewal ($125) per state statute, $250.

Background/Justification:
O'Brothers of Montrose has applied for a Wright County Lower-Potency Hemp Edible (LPHE) retail registration.

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
O'Brothers LPHE Retail Registration.pdf	Attachment

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision
Approved

Notes

County Administrator Review

County Administrator Decision

Notes

WRIGHT COUNTY
MINNESOTA

CANNABIS RETAIL REGISTRATION

HEALTH & HUMAN SERVICES

The following establishments are seeking Lower-Potency Hemp Edible (LPHE) retail registration and are recommended by Public Health.

Name of Establishment	Address	City	Commissioner District	JPA – Cannabis Retail Registration Cap (1:12,500) or Lower-Potency Hemp Edible Retailer	Paperwork Completed & Received	Payment Received	Violations in Last 5 Years
O'Brothers	125 Nelson Blvd	Montrose	5	Lower-Potency Hemp Edible Retailer	Yes	Yes	Alcohol compliance failure, 10/17/2025.

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 *
12/16/2025 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 2026 Tobacco License Renewals for 4 Establishments (See Attached Supporting Document)

Short Title (what will appear on Agenda outline - 250 character max.) *
Approve 2026 Tobacco License Renewals for 4 Establishments (See Attached Supporting Document)

Value Stream the request primarily aligns with:
Shepherd Economic Growth

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

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

Fiscal Impact:
License fees paid at time of application.

Background/Justification:
All mentioned licenses are seeking tobacco license renewal. The attached spreadsheet highlights operating details and assures that all aspects of the renewal application have been obtained. All the license applications included with the RFBA are recommended by HHS for license renewal. All locations that are renewed are subject to at least one tobacco compliance check throughout the year.

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
2026 Renewal Licenses.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 seeking to renew their tobacco license and are recommended by Public Health.

Name of Establishment	Physical Address	City of Operation	District	Paperwork Completed & Received (application, Workers Compensation, CT102)	Payment Received	Violations in Last 5 Years
Olson's Truck Stop	4101 148th Street NW	Clearwater	2	Yes	Yes	0
Best Oil, LLC, DBA Jack's Companies	3210 County Road 3 NW	Annandale	1	Yes	Yes	0 – New Ownership 12/1/25
Best Oil, LLC, DBA Jack's Companies	650 Cokato Street W	Cokato	5	Yes	Yes	0 – New Ownership 12/1/25
Tommy's Tobacco & Vape	170 Broadway Avenue E	Cokato	5	Yes	Ye	0 – New Ownership in late 2025

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 *
12/16/2025 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 Temporary Liquor License for Maple Lake Ice Fishing Derby (2-08-2026) in Maple Lake Township

Short Title (what will appear on Agenda outline - 250 character max.) *
Approve Temporary Liquor License for Maple Lake Ice Fishing Derby (2-08-2026) in Maple Lake Township

Value Stream the request primarily aligns with:
Shepherd Economic Growth

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

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

Fiscal Impact:
Collection of license renewal fee.

Background/Justification:
Temporary license application was received and processed through appropriate channels (WCSO for background check, Wright County Attorney's Office, Township Board). Once approved by County Board, will go to the Alcohol and Gambling Enforcement Division for final approval. Once license is approved, Certificate of Liability Insurance will be required prior to event start date.

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
2026 Renewal – Maple Lake Ice Fishing Derby.pdf	Attachment

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision
Approved

Notes

County Administrator Review

County Administrator Decision

Notes

WRIGHT COUNTY
MINNESOTA

2026 LIQUOR LICENSURE

HEALTH & HUMAN SERVICES

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

Name of Establishment	City of Operation	District	License Type	Paperwork Completed & Received (Application, WCSO, WC Attorney, Township approval)	Payment Received	Violations in Last 5 Years	HHS/PH Recommend Renewal
Maple Lake Ice Fishing Derby	Maple Lake Township	2	Temporary	Yes – will provide Certificate of Liability Insurance once AGED approves license	Yes	None	Yes

WRIGHT COUNTY
MINNESOTA

Agenda Item

Destination and Workflow

Meeting Type: *
Board Meeting

Requestor Name
Chad Hausmann

Requestor Title
Highway Engineer

Department (please use dropdown to select department) *
HIGHWAY

Target Meeting Date *
12/16/2025 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 Authorization for Additional Services with Stantec Consulting Services.

Short Title (what will appear on Agenda outline - 250 character max.) *
Approve Authorization for Additional Services with Stantec Consulting Services.

Value Stream the request primarily aligns with:
Develop County Infrastructure

Briefly describe how the request aligns with the selected value stream.
The authorization outlines the scope of work, deliverables and cost to complete the CSAH 8 bridge.

Describe the impact on staffing resources.
staff time to administer the contract

Fiscal Impact:
$23,965 (LOST funds)

Background/Justification:
The county entered into a contract in December 2023 for the design of the CSAH 8 bridge over the Crow River in Marysville Township. Due to unforeseen/unknown conditions due to higher than normal precipitation this construction season which increased the river elevation and in turn increased design and inspection time related to the coffer dam installation, the authorization allows for additional design and inspection services by Stantec Consulting Services.
Attached: Authorization for additional services

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
12.16.25 Auth Add Services_CO 4.pdf	Attachment

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision
Approved

Notes
Moved to finance

Finance Review

Finance Decision
Approved

Notes

County Administrator Review

County Administrator Decision

Notes

Stantec Consulting Services Inc.
733 Marquette Avenue, Suite 1000
Minneapolis MN 55402-2314

November 10, 2025

Project/File: 193806783

Sara Buermann
Highway Department Building
3600 Braddock Ave NE
Buffalo, MN 55313

Dear Sara Buermann,

Reference: Wright County – CSAH 8 over N. Fork Crow River - Change Order 4

This Change Order is to amend the current BR86538 Bridge and Approach Grading design contract to include the following:

Change Order 4 - Additional Budget for Construction Inspection

Scope: No change in scope or services provided by Stantec.

Purpose: Additional budget is requested for the Construction Inspection task due to delays in the schedule and increased inspection responsibilities.

Additional Fee: $23,965.00

If you have any comments or questions regarding the scope or fee, please let me know.

Best regards,

Stantec Consulting Services Inc.

Michael Leonard, PE
Bridge Engineer
Phone: (612) 712-2080
michael.leonard@stantec.com

Attachment: Change Order 4_Fee Estimate_BR86538

FEE ESTIMATE - Br. No. 86538 CSAH 8 Bridge Construction

Name	Leonard, Michael	Naslund, Zach	Chapman, Debbie	
	Project Manager	Construction Manager	Admin	Stantec Expense - Mileage
Project Billing Rate (T&M)	$176.00	$172.00	$155.00	$1.00
Total Units (T&M)	18.00	116.00	2.00	535.00
Fee (T&M)	$3,168.00	$19,952.00	$310.00	$535.00

Project Summary	Hours	Labour	Expense	Subs	Total
Fixed Fee	0.00	$0.00	$0.00	$0.00	**$0.00**
Time & Material	136.00	$23,430.00	$535.00	$0.00	**$23,965.00**
Total	136.00	$23,430.00	$535.00	$0.00	**$23,965.00**

WBS Code	Task Name	Units				Task Type	Hours	Labour	Expense	Subs	Total
1	**Change Order 4**					**Time & Material**	**136.00**	**$23,430.00**	**$535.00**	**$0.00**	**$23,965.00**
1.1	Construction Inspection					Time & Material	136.00	$23,430.00	$535.00	$0.00	$23,965.00
1.1.1	Additional Hours	18.00	116.00	2.00		Time & Material	136.00	$23,430.00	$0.00	$0.00	$23,430.00
1.1.2	Expenses				535.00	Time & Material	0.00	$0.00	$535.00	$0.00	$535.00

WRIGHT COUNTY
MINNESOTA

Agenda Item

Destination and Workflow

Meeting Type: *
Board Meeting

Requestor Name
Schawn Johnson

Requestor Title
Human Resources Director

Department (please use dropdown to select department) *
HUMAN RESOURCES

Target Meeting Date *
12/16/2025 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
SPJ8450

Item Details

Board Action Requested (this is what will appear on the Agenda) *
Board Approval of the 2026 Non-Union Compensation and Classification Plan-Effective January 1, 2026

Short Title (what will appear on Agenda outline - 250 character max.) *
Board Approval of the 2026 Non-Union Compensation and Classification Plan-Effective January 1, 2026

Value Stream the request primarily aligns with:
Develop County Infrastructure

Briefly describe how the request aligns with the selected value stream.
In 2025, Wright County worked with an outside consultant (Abdo) to review the County's compensation and classification plan. The study of the County's compensation and classification plan determined that Wright County positions were on average 1% below the market minimum and 6% below the market maximum for similar positions to the Wright County's comparable counties. The re-calibrated classification and compensation plan for 2026 has been adjusted to bring the County back into alignment with our comparable counties.

Describe the impact on staffing resources.
The proposed general adjustments and range movements for employees have been included in the County's proposed 2026 budget.

Fiscal Impact:
The proposed general adjustments and range movements for employees have been included in the County's proposed 2026 budget.

Background/Justification:
Non-union employees are scheduled to receive a general wage adjustment of 2.5% on January 1, 2026. The range movement for 2026 is scheduled to be 4.0% for all eligible employees on their anniversary data. The proposed general adjustments and range movements have been included in the County's proposed 2026 budget.

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
2026 Non-Union Classification Plan.pdf	Attachment
2026 Non-Union Compensation Grades.pdf	Attachment

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision
Approved

Notes

Finance Review

Finance Decision
Approved

Notes

County Administrator Review

County Administrator Decision

Notes

Wright County 2.5% General Adjustment for 2026-
Non-Union Employees

Grades	January 1, 2026-2.5% General Adjustment (Wage Minimum)	January 1, 2026-2.5% General Adjustment (Wage Maximum)
	Min	Max
1	$21.89	$31.09
2	$22.99	$32.65
3	$24.14	$34.28
4	$25.35	$35.99
5	$26.61	$37.79
6	$27.94	$39.68
7	$29.34	$41.67
8	$30.81	$43.75
9	$32.35	$45.93
10	$33.97	$48.23
11	$35.66	$50.65
12	$37.44	$53.18
13	$39.32	$55.83
14	$41.29	$58.62
15	$43.35	$61.55
16	$45.52	$64.64
17	$47.80	$67.87
18	$50.18	$71.26
19	$52.70	$74.83
20	$55.33	$78.57
21	$58.09	$82.49
22	$61.00	$86.61
23	$64.04	$90.95
24	$67.25	$95.49
25	$70.61	$100.27
26	$74.14	$105.28

The job classification information is for non-union positions only.

Union employees are advised to review their collective bargaining information for position information.

Wright County 2026 Classification Plan-
Non Union Positions

Grade	Points for each Grade	Point Scale	Title	Union	E / NE Status	Dept	Job Code
1	NA	0-100	No Non-Union Positions in Grade 1				
2	NA	101-140	No Non-Union Positions in Grade 2				
3	NA	141-170	No Non-Union Positions in Grade 3				
4	NA	171-185	No Non-Union Positions in Grade 4				
5	191	186-195	Special Deputy Park Ranger	Non-Union	NE	Sheriff	B015
	191		Administrative Specialist	Non-Union	NE	Admin/HHS	B016
	193		Highway Dept Administrative Assistant	Non-Union	NE	Highway	B017
	195		Legal Administrative Assistant	Non-Union	NE	Attorney	B008
6	198	196-224	Park Services Specialist	Non-Union	NE	Parks and Recreation	B202
	200		Assistant Probation Officer	Non-Union	NE	Probation and Court Services	A500
7	225	225-259	Confidential Administrative Asst-Sheriff	Non-Union	NE	Sheriff	B184
	225		Confidential Legal Administrative Assistant	Non-Union	NE	Attorney	B025
	250		Human Resources Technician	Non-Union	NE	Human Resources	B218
8	262	260-287	Paralegal	Non-Union	NE	Attorney	B049
	283		Victim Witness Assistance Coordinator	Non-Union	NE	Atty/Sher	B058
9	288	288-299	Risk Management Specialist	Non-Union	NE	Human Resources	B200
	290		Procurement Analyst	Non-Union	NE	Finance & Taxpayer Serv	B164
10	301	300-329	Human Resources Representative	Non-Union	E	Human Resources	B062
	320		Law Library Coordinator	Non-Union	NE	Admin/Law Library	B074

Wright County 2026 Classification Plan-
Non Union Positions

	320		Probation and Court Services Corrections Agent	Non-Union	NE	Probation and Court Services	A501
11	330	330-339	Office Manager- P&Z	Non-Union	E	Planning-Zoning	B079
	330		Park Services Coordinator	Non-Union	NE	Parks and Recreation	B183
	330		Facilities Master Electrician	Non-Union	NE	Facilities and Fleet Services	B070
	330		Facilities Supervisor	Non-Union	NE	Facilities and Fleet Services	B033
	330		Fleet Services Supervisor -Effective January 1, 2026	Non-Union	E	Facilities and Fleet Services	B232
	335		Highway Maintenance Supervisor	Non-Union	NE	Highway	B082
	335		Facilities HVAC Technician	Non-Union	NE	Facilities and Fleet Services	B043
	338		Lead Communication Specialist	Non-Union	NE	Administration	B065
12	340	340-349	License Center Manager	Non-Union	E	Finance & Taxpayer Serv	B196
	340		Office Manager/Clerk to the County Board-Administration	Non-Union	E	Admin	B175
	340		Sheriff's Office Services Supervisor	Non-Union	NE	Sheriff	B204
	345		Office Manager- Attorney	Non-Union	E	Attorney	B087
	345		Land Records Administrator	Non-Union	E	Recorder	B088
	345		Office Manager - HHS	Non-Union	E	HHS	B089
	345		County Records Manager	Non-Union	NE	Admin	B206
13	350	350-379	Emergency Management Deputy Director	Non-Union	E	Sheriff	B094
	350		Probation and Court Services Senior Corrections Agent	Non-Union	NE	Probation and Court Services	A502
	357		Shop Maintenance Superintendent	Non-Union	E	Highway	B096
	360		Child Support Supervisor	Non-Union	E	HHS	B097
	360		ROW Agent - Engineer Assistant	Non-Union	NE	Highway	B100
	360		Design Engineer	Non-Union	E	Highway	B185
	365		Building Official	Non-Union	E	Planning-Zoning	B106
	365		Construction Manager	Non-Union	E	Highway	B186

Wright County 2026 Classification Plan-
Non Union Positions

	370		Financial Assistance Supervisor	Non-Union	E	HHS	B108
14	380	380-409	Parks Maintenance Supervisor	Non-Union	E	Parks and Recreation	B110
	380		Risk & Safety Manager	Non-Union	E	Human Resources	B107
	380		Agricultural & Drainage Supervisor	Non-Union	E	Parks and Recreation	B169
	380		Facilities Manager	Non-Union	E	Facilities and Fleet Services	B104
	380		Fleet and Asset Manager	Non-Union	E	Facilities and Fleet Services	B231
	385		Chief Deputy Recorder	Non-Union	E	Recorder	B193
	385		Probation and Court Services Career Corrections Agent	Non-Union	NE	Probation and Court Services	A503
	390		Environmental Health Supervisor	Non-Union	E	Planning-Zoning	B112
	390		Elections Manager	Non-Union	E	Finance & Taxpayer Serv	B090
	390		Probation and Court Services Business Manager	Non-Union	NE	Probation and Court Services	B083
15	418	410-439	Veteran Service Officer	Non-Union	E	Veterans Services	B121
	422		Property Tax Administrator	Non-Union	E	Finance & Taxpayer Serv	B210
	433		GIS Coordinator	Non-Union	E	Project Administration	B123
16	440	440-475	Traffic Engineer	Non-Union	E	Highway	B126
	440		Probation and Court Services Master Corrections Agent	Non-Union	E	Probation and Court Services	A504
	450		ERP Developer	Non-Union	E	Administration	B230
	455		Communications 911-PSAP Manager	Non-Union	E	Sheriff	B076
	455		Assistant Human Resources Director	Non-Union	E	Human Resources	B111
	458		Assistant Planning and Zoning Administrator	Non-Union	E	Planning-Zoning	B225
	460		Parks & Recreation Operations Manager	Non-Union	E	Parks and Recreation	B128
	460		Systems Development Supervisor	Non-Union	E	IT	B168
	462		Deputy County Surveyor	Non-Union	E	Surveyor	B174

Wright County 2026 Classification Plan-
Non Union Positions

	465		IT Supervisor (Infrastructure or Technical Support)	Non-Union	E	IT	B165
	470		Public Health Supervisor	Non-Union	E	HHS	B130
	470		Social Services Supervisor	Non-Union	E	HHS	B131
	470		Emergency Management Director	Non-Union	E	Sheriff	B132
17	485	476-516	Accounting Manager	Non-Union	E	Finance & Taxpayer Serv	B207
	512		Assistant County Assessor - Agriculture/Commercial	Non-Union	E	Assessor	B212
	515		Highway Maintenance Superintendent	Non-Union	E	Highway	B198
18	**NA**	**517-529**	**No Non-Union Positions in Grade 18**				
19	530	530-550	Project Administrator	Non-Union	E	Project Administration	B178
	530		County Surveyor	Non-Union	E	Surveyor	B139
	535		Senior ERP Product Manager	Non-Union	E	Administration	B229
	537		Business Manager	Non-Union	E	HHS	B137
20	552	551-590	Financial Services Manager	Non-Union	E	HHS	B143
	552		Public Health Director	Non-Union	E	HHS	B144
	565		Assistant Finance Director	Non-Union	E	Finance & Taxpayer Serv	B136
	565		Assistant Director of Taxpayer Services	Non-Union	E	Finance & Taxpayer Serv	B228
	565		Assistant Information Technology Director	Non-Union	E	IT	B142
	565		Probation and Court Services Manager	Non-Union	E	Probation and Court Services	A505
	575		Sheriff's Office Administrator	Non-Union	E	Sheriff	B180
	580		Social Services Manager	Non-Union	E	HHS	B148
	585		Planning & Zoning Administrator	Non-Union	E	Planning-Zoning	B149
	585		Recorder	Non-Union	E	Recorder	B192
	585		Assistant Highway Engineer	Non-Union	E	Highway	B150
21	620	591-620	Director of Parks & Recreation	Non-Union	E	Parks and Recreation	B152

Wright County 2026 Classification Plan-
Non Union Positions

22	640	621-645	Assistant Civil Chief	Non-Union	E	Attorney	B209
	640		County Assessor	Non-Union	E	Assessor	B153
23	660	646-660	Director of Facilities and Fleet Services	Non-Union	E	Facilities and Fleet Services	B140
24	663	661-699	Chief of Criminal Division	Non-Union	E	Attorney	B154
	670		Chief Deputy Sheriff	Non-Union	E	Sheriff	B155
	676		Chief of Civil Division	Non-Union	E	Attorney	B190
	680		Information Technology Director	Non-Union	E	IT	B156
	685		Human Resources Director	Non-Union	E	Human Resources	B157
	695		Finance Director/Auditor-Treasurer	Non-Union	E	Finance & Taxpayer Serv	B179
25	700	700-749	Chief Deputy County Attorney	Non-Union	E	Attorney	B158
	720		Highway Engineer	Non-Union	E	Highway	B159
	740		Health & Human Services Director	Non-Union	E	HHS	B160
	740		Probation and Court Services Director	Non-Union	E	Probation and Court Services	A506
26	752	750-785	Assistant County Administrator-Central Services	Non-Union	E	Admin	B161
	752		Assistant County Administrator-Property Services	Non-Union	E	Admin	B201

Effective January 1, 2026

The job classification information is for non-union positions only. Union employees are advised to review their collective bargaining information for position information.

WRIGHT COUNTY
MINNESOTA

Agenda Item

Destination and Workflow

Meeting Type: *
Board Meeting

Requestor Name
Schawn Johnson

Requestor Title
Human Resources Director

Department (please use dropdown to select department) *
HUMAN RESOURCES

Target Meeting Date *
12/16/2025 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
SPJ8450

Item Details

Board Action Requested (this is what will appear on the Agenda) *
Approve and Authorize Signatures on the 2026-2028 Collective Bargaining Agreement with the International Union of Operating Engineers Local No .49

Short Title (what will appear on Agenda outline - 250 character max.) *
Approve and Authorize Signatures on the 2026-2028 Collective Bargaining Agreement with the International Union of Operating Engineers Local No .49

Value Stream the request primarily aligns with:
Develop County Infrastructure

Briefly describe how the request aligns with the selected value stream.
Promotes and enhances on-going working relationships between the County and the International Union of Operating Engineers Local No .49.

Describe the impact on staffing resources.
The proposed expenses from the collective bargaining agreement are covered in the 2026 Wright County budget and future expenses will be addressed in the 2027 and 2028 County budgets.

Fiscal Impact:
The proposed expenses from the collective bargaining agreement are covered in the 2026 Wright County budget and future expenses will be addressed in the 2027 and 2028 County budgets.

Background/Justification:
For County Board review, please find attached the collective bargaining agreement between Wright County and the International Union of Operating Engineers Local No .49. A clean copy and a red-lined copy of the proposed 2026-28 collective bargaining agreement are attached. The proposed changes to the 2026-2028 collective bargaining agreement are identified in red. The following is an overview of the Memorandum of Agreements (MOA) and Memorandum of Understanding (MOU) that were agreed upon by the two parties during negotiations:
1. Compensation and Classification Plan MOA- Approves the implementation of the County's new compensation and classification plan with the Local 49 for 2026, 2027, and 2028.
2. County Fair MOU- Allows Local 49 members to voluntary sign-up for work shifts at the Wright County Fair and defines the proper time tracking and management of those work hours.
3. Highway and Parks Maintenance Worker Promotional Process- Approves the implementation of a promotional process for Highway and Parks Maintenance Workers I to be promoted to Highway and Parks Maintenance Workers II positions due to their increased work skills, education. training, equipment operating work experience, and on-the-job performance.
4. Mechanic to Diesel Mechanic Promotional Process- Approves the implementation of a promotional process for Auto/Parks mechanics to be promoted to a Diesel mechanic due to their increased work skills, education. training, equipment operating work experience, and on-the-job performance.
5. Survey Technician Promotional Process- Approves the promotional process for employees who are moving through the promotional process for Survey Technician (Survey Technician I, Survey Technician II, and Survey Technician III) due to their increased project experience, work skills, education/training, and on-the-job performance. This promotional process was implemented in 2023.
6. Ten Hour Workday MOU- Approval of designated Local 49 employees to work ten hour workdays beginning the third Monday in April and concluding the last Friday in September.
7. Local 49 Training Center MOA- Agreement between the Local 49 and Wright County to address training costs associated with utilization of the Local 49 Training Center to provide Wright County Local 49 employees training in the areas of OSHA workplace safety, equipment operation, Phase, NCCCO, CDL Classes, and off-site training and equipment operator evaluations.

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. (9)

Document Name	Attachment Type
2026-28 Labor Agreement Local 49-Clean.pdf	Attachment
2026-28 Labor Agreement Local 49-Redlined.pdf	Attachment
Local 49-Comp and Class Plan MOA.pdf	Attachment
Local 49-County Fair MOU.pdf	Attachment
Local 49-Highway-Parks Promotional MOU.pdf	Attachment
Local 49-Mechanic Promotional MOU.pdf	Attachment
Local 49-Survey Tech Promotional MOU.pdf	Attachment
Local 49-Ten Hour Workday MOU.pdf	Attachment
Local 49-Training Center MOA.pdf	Attachment

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision
Approved

Notes

Finance Review

Finance Decision
Approved

Notes

County Administrator Review

County Administrator Decision

Notes

LABOR AGREEMENT

BETWEEN

THE COUNTY OF WRIGHT

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS,

LOCAL NO. 49

JANUARY 1, 2026 - DECEMBER 31, 2028

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APPENDIX-

- LOCAL 49 WAGES -APPENDIX A
- PROMOTIONAL PROCESS FOR HIGHWAY TECHNICIANS-APPENDIX B
- INSURANCE -APPENDIX C

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL NO. 49

ARTICLE 1 PURPOSE OF AGREEMENT

This Agreement is entered into between Wright County, hereinafter called EMPLOYER, and Local No. 49, International Union of Operating Engineers, hereinafter called the UNION. The intent and purpose of this AGREEMENT is to:

1.1 Establish certain hours, wages and other conditions of employment;

1.2 Establish procedures for the resolution of disputes concerning this AGREEMENT'S interpretation and/or application;

1.3 Specify the full and complete understanding of the parties; and

1.4 Place in written form the parties' agreement upon terms and conditions of employment for the duration of the AGREEMENT.

ARTICLE 2 RECOGNITION

The EMPLOYER recognizes the UNION as the exclusive representative under Minnesota Statutes 179A.12, in an appropriate bargaining unit consisting of the following job classifications:

Highway Maintenance Worker I	Highway Design Technician
Sign Technician	Parks and Recreation Maintenance Aide
Highway Technician I	Park Mechanic
Inventory Control Person	Diesel Mechanic
Permit Technician	GIS Specialist
Survey Technician I	Highway Technician II
~~Lead Shop Maintenance Mechanic~~	GIS Analyst
Parks and Natural Resource Technician I	Sign Technician/Highway Maintenance Worker
Automotive Mechanic	Recreation Specialist
Agricultural & Drainage Inspector	~~Lead Parks Mechanic~~
Agricultural and Drainage Coordinator	Survey Technician II
Survey Technician III	Highway Maintenance Worker II
Parks and Natural Resource Technician II	

ARTICLE 3 UNION SECURITY

In recognition of the UNION as the exclusive representative, the EMPLOYER shall:

3.1 ~~Deduct each payroll period an amount sufficient to provide the payment of dues established by the UNION from the wages of all employees authorizing in writing such~~

~~deductions, and~~ Deduct regular monthly Union dues in an amount designated by the Union from the pay of bargaining unit employees who authorize such a deduction in writing, and the Employer shall remit such dues directly to the Union as provided in this Article. In addition to the regular monthly Union dues, beginning January 1, 2027, the Employer agrees to deduct a working dues assessment in the amount of one-half of one percent (1/2%) of the employee's regular hourly wage for all hours worked up to 40 hours per week.

The Employer agrees to rely on a certification from the Union identifying employees who have authorized the Employer to deduct such Union dues from their wages. Such authorization will be effective until the Union notifies the Employer that an employee has changed or cancelled the employee's authorization in writing in accordance with the terms of the original authorization.

3.2 ~~Remit such deductions to the appropriate designated officer of the UNION.~~ All dues money collected by the Employer through such deduction shall be remitted to the Union along with a reporting form which states the employee's name, last four digits of social security number, hours worked, and amount of working dues deducted, to the Union's office located at 2829 Anthony Lane South, Minneapolis, MN 55418 not later than the 15th day of the month following the month in which deductions were made.

3.3 The UNION may designate certain employees from the bargaining unit to act as stewards and shall inform the EMPLOYER in writing of such choice.

3.4 The EMPLOYER agrees to recognize the steward designated by the UNION as provided in this section subject to the following stipulations:

3.41 There shall be no more than three (3) stewards designated at any one time;

3.42 Stewards and other EMPLOYEE union officials shall not leave their workstations without the prior permission of their supervisors and then only for investigating grievances as specifically provided for in this AGREEMENT. They shall notify their supervisor upon return to their workstations.

3.5 The UNION membership may donate PTO time to a bank that may be utilized by the UNION negotiating committee to fund the time of employee representatives to meet and negotiate with the EMPLOYER. PTO hours shall be credited and drawn on a one-for-one basis without regard for the actual hourly rate of the donor or recipient.

3.6 Non-EMPLOYEE representatives of the UNION, previously accredited to the EMPLOYER as provided herein, shall be permitted to come on the premises of the EMPLOYER for the purpose of investigating and discussing grievances if they first obtain permission to do so from the EMPLOYER'S designated Labor Relations Representative provided, that the UNION shall not use the EMPLOYER'S facilities for any activity without the express permission of the EMPLOYER, and provided the UNION

representative does not interfere with the work of the EMPLOYEES. The UNION agrees there shall be no solicitation for membership, signing up of members, collection of initiation fees, dues, fines or assessments, meetings or other UNION activities on the EMPLOYER'S time.

3.7 The EMPLOYER agrees to allow the UNION to use designated bulletin boards for the purpose of posting notices of UNION meetings, UNION elections, UNION election returns, UNION appointments to office, and UNION recreational or social affairs and any other items specifically approved by the EMPLOYER. The UNION agrees to limit the posting of such notices to the bulletin board space designated by the EMPLOYER. It is specifically understood that no notices of a political or inflammatory nature shall be posted.

3.8 The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders, or judgments brought or issued against the County as a result of any action taken or not taken by the County under the provisions of this Article.

ARTICLE 4 EMPLOYER SECURITY

The UNION agrees that during the life of this AGREEMENT it will not cause, encourage, participate in or support any strike, slow down or other interruption of or interference with the normal functions of the EMPLOYER.

ARTICLE 5 EMPLOYER AUTHORITY

5.1 It is recognized by both parties that except as expressly stated herein, the EMPLOYER shall retain whatever rights and authority necessary for it to operate and direct the affairs of the County in all of its various aspects, including, but not limited to, the right to direct the working forces; to plan, direct and control all the operations and services of the Department, to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; to assign and transfer employees; to schedule working hours and to assign overtime; to determine whether goods or services should be made or purchased; to hire, promote, suspend, discipline, discharge or relieve EMPLOYEES due to lack of work or other legitimate reasons; to make and enforce rules and regulations and to change or eliminate existing methods, equipment or facilities.

5.2 It is also recognized by both parties that the EMPLOYER shall retain the authority and prerogatives to:

A. Operate and manage its affairs in all respects in accordance with existing and future laws and regulations of appropriate authorities including County Personnel Policies and Work Rules;
B. Maintain the efficiency of the governmental operations; and
C. Take whatever actions may be necessary to carry out the missions of the County in emergencies.

ARTICLE 6 EMPLOYEE RIGHTS-GRIEVANCE PROCEDURE

6.1 DEFINITION OF A GRIEVANCE: A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this AGREEMENT.

6.2 UNION REPRESENTATIVES: The EMPLOYER will recognize representatives designated by the UNION as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The UNION shall notify the EMPLOYER in writing of the names of such UNION representatives and of their successors when so designated.

6.3 PROCESSING OF A GRIEVANCE: It is recognized and accepted by the UNION and the EMPLOYER that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the EMPLOYEES and shall therefore be accomplished during normal working hours only when consistent with such EMPLOYEE duties and responsibilities. The aggrieved EMPLOYEE and the UNION REPRESENTATIVE shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the EMPLOYER during normal working hours provided the EMPLOYEE and the UNION REPRESENTATIVE have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the EMPLOYER.

6.4 PROCEDURE: Grievances, as defined by Section 6.l, shall be resolved in conformance with the following procedure:

Step 1. An EMPLOYEE claiming a violation concerning the interpretation or application of the AGREEMENT shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance in writing to the EMPLOYEE'S supervisor as designated by the EMPLOYER. The EMPLOYER designated representative will discuss and give a written answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the AGREEMENT allegedly violated, and the remedy requested and shall be appealed to Step 2 within ten (10) calendar days after the EMPLOYER designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the UNION within ten (10) calendar days shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by the UNION and discussed with the EMPLOYER designated Step 2 representative. The EMPLOYER designated representative shall give the UNION the EMPLOYER'S Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the EMPLOYER

designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the UNION within ten (10) calendar days shall be considered waived.

Step 3. If appealed, the written grievance shall be presented by the UNION and discussed with the EMPLOYER designated Step 3 representative. The EMPLOYER designated representative shall give the UNION the EMPLOYER'S answer in writing within ten (10) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the EMPLOYER designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the UNION within ten (10) calendar days shall be considered waived.

Step 4. If the grievance is still unsettled, the UNION may, within ten (10) calendar days after the reply of the Step 3 representative was due by written notice to the EMPLOYER, petition the Bureau of Mediation Services for assistance in settling through mediation. If either party determines during the mediation process that further mediation would serve no purpose, the UNION may, within ten (10) calendar days by written notice to the EMPLOYER, request arbitration of the dispute.

~~**Step 5.** A grievance unresolved in Step 4 and appealed in Step 5 shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971. The selection of arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Public Employment Relations Board.~~

Step 5. A grievance unresolved in Step 4 and appealed in Step 5 shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971. Within fifteen (15) days after the written notice that the UNION has requested arbitration, the UNION will request that the BMS provide the parties with a panel of impartial arbitrators. Upon receipt of the panel of arbitrators, the EMPLOYER and the UNION's representatives will confer at a mutually agreeable time to select an arbitrator by alternately striking names from the BMS panel until only one name remains. The order in which the parties strike arbitrators shall be determined by a coin flip.

6.5 ARBITRATOR'S AUTHORITY

A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this AGREEMENT. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the EMPLOYER and the UNION, and shall have no authority to make a decision on any other issue not so submitted.

B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the EMPLOYER and the UNION and shall be based solely on the arbitrator's

interpretation or application of the express terms of this AGREEMENT and to the facts of the grievance presented.

C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the UNION provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

6.6 WAIVER: If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the EMPLOYER'S last answer. If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time limits, the UNION may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the EMPLOYER and the UNION.

6.7 CHOICE OF REMEDY: If, as a result of the EMPLOYER'S response in Step 4 the grievance remains unresolved, and if the grievance involves the suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 5 of ARTICLE 6 or a procedure such as: Civil Service, Veterans' Preference, or Fair Employment. If appealed to any procedure other than Step 5 of ARTICLE 6, the grievance is not subject to the arbitration procedure as provided in Step 5 of ARTICLE 6. The aggrieved employee shall indicate in writing which procedure is to be utilized--Step 5 of ARTICLE 6 or another appeal procedure -- and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 5 of ARTICLE 6. *Except with respect to statutes under the jurisdiction of the United States Equal Employment Opportunity Commission, an Employee pursuing a statutory remedy is not precluded from also pursuing an appeal under this grievance procedure.* If a court of competent jurisdiction rules contrary to Board of Governors, or if Board of Governors is judicially or legislatively overruled the italicized portion of this section will be deleted

ARTICLE 7 SENIORITY

7.1 The EMPLOYER shall establish a seniority list to include and rank, in order of highest to lowest seniority, all PERMANENT EMPLOYEES in the bargaining unit, which shall:

7.11 Be based upon the total length of continuous employment from the last date of hire, or other criteria if mutually agreed upon by the parties for certain instances where, the exact length of continuous employment cannot be determined; and

7.12 Be updated annually and posted in the Public Works and Highway Buildings and in each of the maintenance shops with a copy available to UNION representatives upon request.

7.2 Where all other job-relevant factors are equal, seniority shall determine the order of:

7.21 Lay-off, which shall be in inverse order of seniority within each classification, provided that an EMPLOYEE who is to be laid off and has served in another classification, where a vacancy is to be filled, may request appointment to such vacancy. Each such lay-off of less than six (6) days duration shall be in inverse order of seniority within each classification. Temporary and seasonal employees shall be laid off prior to permanent employees.

7.22 Recall from lay-off shall be in order of seniority, by registered mail, provided that recall from lay-off of less than six (6) days in duration shall be in order of seniority within each classification provided that if an EMPLOYEE does not return to work upon recall within five (5) days as directed by the EMPLOYER or on an extended date mutually acceptable to the EMPLOYEE and the EMPLOYER, he shall automatically have resigned his employment.

7.23 Promotions: Pursuant to Article18.

7.24 Transfers: Transfers by seniority amongst qualified applicants for the position. Qualifications shall be defined as the technical ability to operate all relevant equipment and other job-related factors beyond such technical ability. The needs of the Department may be considered when determining transfer applicants. If all qualifications are equal, the senior employee who applied must receive the transfer.

ARTICLE 8 DEFINITIONS

8.1 **UNION:** The International Union of Operating Engineers, Local No. 49.

8.2 **EMPLOYER:** County of Wright and its designated representative.

8.3 **UNION MEMBER:** A member of the Local No. 49.

8.4 **EMPLOYEE:** A member of the exclusively recognized bargaining unit.

8.5 **BASE PAY RATE:** The employee's hourly pay rate exclusive of any special allowances or premium pay.

8.6 **SENIORITY:** Length of compensated continuous service with the EMPLOYER.

8.7 **SEVERANCE PAY:** Payment made to an employee upon honorable termination of employment.

8.8 **OVERTIME:** Work performed at the express authorization of the EMPLOYER in excess of eight (8) hours per day or more than forty (40) hours per week and for all hours worked on Saturday, Sunday and holidays.

8.9 **CALL BACK:** Return of an employee to a specified work site to perform assigned duties at the express authorization of the EMPLOYER at a time other than an assigned shift. An extension of or early report to an assigned shift is not a call back.

8.10 **DAYS:** Unless otherwise indicated, this means working days.

8.11 **LAY-OFF:** Separation from service with the EMPLOYER, necessitated by lack of work, lack of funds or other reasons without reference to misconduct or other behavioral considerations.

8.12 **PROMOTION:** A change of an EMPLOYEE from a position of one work classification to a position in another work classification with more responsible duties and higher compensation.

8.13 **TRANSFER:** A change of an EMPLOYEE from one position to another position in the same work classification or to another work classification in the same compensation range, usually involving the performance of similar duties and requiring essentially the same basic qualifications.

8.14 **PROBATIONARY PERIOD:** The first twelve (12) months of service of newly hired, promoted, or rehired EMPLOYEES. Probationary employees will be eligible to use accrued PTO following the pay period in which it is accrued.

8.15 **LEAVE OF ABSENCE:** Compensated or non-compensated absence from assigned duties for reasons and duration stated in writing to the EMPLOYER to be granted only at the discretion of the EMPLOYER. An employee who has been employed for at least one (1) year and has worked for at least 1,250 hours in the twelve (12) month period immediately preceding the commencement of leave may be eligible for a leave of absence pursuant to the FMLA. The terms regarding such leave shall be governed by the provisions of the County's FMLA personnel policy and applicable State statutes.

8.16 **TEMPORARY EMPLOYEE:** An employee hired on a temporary basis to replace a regular employee who is on a leave of absence or who has been assigned to a special project. Temporary employee shall include a special project employee who is hired on a grant or other special project basis where the employee has little prospect for permanent employment. Such employees shall earn the salary rate set forth on the Salary Schedule and shall not receive any other benefits or seniority.

8.17 **SEASONAL EMPLOYEE:** An employee hired on a seasonal basis, for a period not to exceed one hundred twenty (120) workdays as designated by the Employer, in a position

with little prospect for permanent employment. Such employees shall earn the salary rate set forth in the Salary Schedule and shall not receive any other benefits or seniority.

8.18 **RETIREMENT ELIGIBILITY**: Defined consistent with PERA retirement eligibility for annuity.

ARTICLE 9 SAVINGS CLAUSE

This AGREEMENT is subject to laws of the United States and the State of Minnesota. In the event any provision of this AGREEMENT shall be held to be contrary to law by a court or administrative agency of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, or is contrary to an administrative ruling or is in violation of legislation or administrative regulations, such provision shall be voided. All other provisions of this AGREEMENT shall continue in full force and effect. The voided provision may be negotiated at the request of either party.

ARTICLE 10 PROBATIONARY PERIOD

10.1 All newly hired, promoted or rehired EMPLOYEES will serve a twelve (12) month probationary period.

10.2 Seniority, PTO will accrue from the date of employment.

10.3 If the probationary period is unsuccessful, the EMPLOYEE may be dismissed at the sole discretion of the EMPLOYER.

ARTICLE 11 WORK SCHEDULES

11.1 The sole authority in work schedules is the EMPLOYER.

11.2 The normal workday shall be eight (8) hours.

11.3 The normal work week shall be forty (40) hours.

ARTICLE 12 WORK LOCATIONS

EMPLOYEES shall report to work locations within the county as assigned.

ARTICLE 13 OVERTIME

13.1 Overtime shall be all hours worked in excess of eight (8) hours per day or forty (40) hours per week, and for all hours worked on Saturday, Sunday and holidays. Hours associated with the use of compensatory time shall be excluded from the calculation of overtime

eligibility. For the purposes of this Article, hours worked shall include hours designated as PTO.

13.2 Overtime for all EMPLOYEES shall be paid as it is earned on each regular payroll check, at the rate of time and one-half (l-l/2) the EMPLOYEE'S base pay rate. In lieu of overtime pay, employees may elect to accrue compensatory time up to 60 hours, non-renewable in the calendar year, subject to employer approval as to use. If an employee has not used his accrual and elects to be paid for the unused accrual in cash, he may do so provided:

- The request is in writing and submitted to the EMPLOYER by November 1st so that it can be processed through the payroll system by November 30th.
- Payout of the accrual is at the rate the compensatory time was earned, minus any required deductions.

13.3 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid more than once for the same hours worked, nor shall compensation be paid more than once for the same hours worked under any other provision of this AGREEMENT.

13.4 No overtime shall be permitted except on permission and on orders from the EMPLOYER. EMPLOYEES may be assigned to overtime work at the discretion of the EMPLOYER. EMPLOYEES shall be required to work overtime unless excused by the EMPLOYER.

13.5 An EMPLOYEE who reports for work on a normally assigned work shift and is placed on lay-off status shall receive a minimum of two (2) hours' compensation.

ARTICLE 14 CALL BACK

14.1 An EMPLOYEE called in for work at a time other than his normal scheduled shift will be compensated for a minimum of two (2) hours' pay at one and one-half (1-1/2) times the EMPLOYEE'S base pay rate. An extension of or early report to an assigned shift is not a call back.

14.2 An early report shall be defined as a call-in three or less hours before the start of the scheduled shift. Specifically, Employees in an early report shall be compensated as follows:

- Two hours or more before the regular scheduled shift but less than three hours, two hours pay at time and one-half.
- Three hours or more before the regular scheduled shift, three hours pay at time and one-half.

ARTICLE 15 LEGAL DEFENSE

15.1 Employees involved in litigation because of negligence, ignorance of laws, non-observance of laws, or as a result of employee judgmental decision may not receive legal defense by the County.

15.2 Any employee who is charged with a traffic violation, ordinance violation or criminal offense arising from acts performed within the scope of his employment, when such act is performed in good faith and under direct order of his supervisor, shall be reimbursed for reasonable attorney's fees and court costs actually incurred by such EMPLOYEE in defending against such charge.

ARTICLE 16 RIGHT OF SUBCONTRACT

16.1 Nothing in this AGREEMENT shall prohibit or restrict the right of the EMPLOYER from subcontracting work performed by EMPLOYEES covered by this AGREEMENT.

16.2 In the event that the Employer determines to contract out or subcontract any work performed by employees covered by this Agreement, and such subcontracting or contracting out shall result in the layoff of current employees of the Employer, the Employer shall notify the Union when such determination is made, but in no case less than fifteen (15) calendar days in advance of the implementation of such determination. During said period, the Employer shall meet and confer with the Union to discuss possible ways and means to minimize the impact on the unit.

ARTICLE 17 SAFETY

The EMPLOYER and the UNION agree to jointly promote safe and healthful working conditions, to cooperate in safety matters and to encourage EMPLOYEES to work in a same manner.

ARTICLE 18 JOB POSTING

18.1 The EMPLOYER and the UNION agree that permanent job vacancies within the designated bargaining unit shall be filled on the concept of promotion from within provided that applicants:

18.11 have the necessary qualifications to meet the standards of the job vacancy; and

18.12 have the ability to perform the duties and responsibilities of the job vacancy.

18.2 All promoted EMPLOYEES shall serve a twelve-month (12) probationary period. During the probationary period, a promoted EMPLOYEE may be replaced in the EMPLOYEE'S previous job classification if a vacancy exists, at the sole discretion of the EMPLOYER. In addition, an EMPLOYEE promoted to Highway Maintenance Worker II or Park and Natural Resources Technician II may request to be reassigned back to their previous job classification after a promotion during the probationary period Terminated or demoted employees will be given written reasons for termination or demotion. An employee returned to the previous job classification will also revert to his/her previous anniversary date.

18.3 The EMPLOYER has the right of final decision in the selection of EMPLOYEES to fill posted jobs.

18.4 Job vacancies within the designated bargaining unit will be posted for five (5) working days so that members of the bargaining unit can be considered for such vacancies.

ARTICLE 19 HOLIDAYS

19.1 All EMPLOYEES shall be granted leave of absence with regular pay on the following holidays:

New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	~~Fourth Friday in November~~ Friday after Thanksgiving
Christmas Day	December 25

~~Juneteenth If and when the State of Minnesota adopts Juneteenth (June 19) as a recognized holiday, Juneteenth will be added to the list of recognized holidays in Article 19~~

19.2 Should New Year's Day, Independence Day, Veterans' Day, or Christmas Day fall on a Saturday, the preceding Friday will be observed as the holiday. Should New Year's Day, Independence Day, Veterans Day, or Christmas Day fall on a Sunday, the following Monday shall be observed as the holiday.

19.3 An employee who is required to work on the holidays identified in Section 19.1 will be compensated at two (2) times their regular rate of pay for time worked on the actual holiday. This double-time compensation will not apply to time worked on the observed holiday if it is different from the actual holiday. EMPLOYEES who are required to work on an observed holiday that is different from the actual holiday will be compensated in accordance with Section 14.1.

19.4 Floating Holiday. In addition to the recognized holidays previously listed, eligible employees will receive 12 hours of floating holiday during the first pay period in each calendar year. Any unused floating holiday time will be forfeited at the end of the calendar year.

The following outlines the floating holiday accrual rate for new hires and the procedures for use of the floating holiday:

1. Pro-rated floating holiday for new full-time hires.

If Hired	Eligible to Receive (hrs.)
January – October	8
November	6
December	0

2. The floating holiday must be scheduled with prior approval of the employee's supervisor and can be scheduled only as a full day or half-day segments.
3. Floating holidays may be used during the first six months of employment; however, in the event an employee leaves County employment during that six-month period, the amount of time taken shall be paid back to the County.
4. Floating holidays which have not been used prior to an employee's termination date shall be forfeited.
5. Floating holidays are pro-rated for part-time employees.
6. Floating holiday hours may be used by an employee in 2-, 4-, or 8-hour time increments.

19.5 Eligibility Requirements. To qualify for a paid holiday, employees must work their scheduled workday before the holiday and the first scheduled workday following the holiday. Employees on prior approved paid absence as provided by this Agreement shall be considered to have worked the day before or after the holiday.

ARTICLE 20 PAID TIME OFF (PTO)

Employees will be provided paid time off in accordance with Wright County Personnel Policy 301.

20.1 **Holiday During Vacation Period**: If a holiday, as defined elsewhere in the Holiday Article, occurs during the calendar week in which PTO is taken by an employee, the employee shall not be charged vacation on the day of the holiday.

20.2 **Family and Medical Leave Act:** Employees shall be eligible for leaves of absence in accordance with the Federal Family Medical Leave Act and applicable state statutes and County policy as modified.

ARTICLE 21 INSURANCE (APPENDIX C)

21.1 Effective upon ratification of the collective bargaining agreement for the January 1, 2026, through December 31, 2028, time period, the County will provide three insurance plans:

a. Plan 4 ($1000 Deductible Plan & Dental)
The County will contribute up to a maximum of $1,180.00 towards single health and preventative dental coverage, and $2,178.00 towards family health and preventative dental coverage.

b. Plan 5 ($3000 Deductible Plan (With VEBA) & Dental)
- The County will contribute up to a maximum of $1,097.00 towards single

health and preventative dental coverage, and $2,022.00 towards family health and preventative dental coverage.

- The County will make contributions to a VEBA account equivalent to the amount of $125.00 per month for single insurance coverage, and $250.00 a month for family insurance coverage.

c. Plan 6 ($4000 Deductible Plan (With HSA) & Dental)

- The County will contribute up to a maximum of $1,030.26 per month towards single health and preventative dental coverage, and $1,854.00 towards family health and preventative dental coverage.
- The County will make contributions to an HSA account equivalent to the amount of $166.66 per month for single insurance coverage, and $333.33 a month for family insurance coverage.

Effective for January 1, 2027, and January 1, 2028, the County and Union agree to reopen the Agreement regarding the amount of Employer contribution for health insurance premiums.

For the 2027 health insurance reopener, the County has agreed to cover a maximum of 70% of the health insurance premium increase.

21.2 Employees are eligible for health and preventive dental coverage the first day of the month following the date of hire.

21.3 In instances where spouses are employed by Wright County, both individuals shall receive an employer contribution toward one family policy covering eligible family members. Each family unit shall determine which employee shall be the policyholder. The policy holder shall be eligible to receive a County contribution equivalent to the dollar amount contributed toward family coverage. The employee who is considered a dependent of the policyholder shall be eligible for a County contribution equivalent to the dollar amount contributed toward single coverage. This single County contribution amount shall be applied towards the family policy of the policyholder.

21.4 Effective January 1, 2026, Employees will be provided life insurance in the amount of $40,000. ~~Employees will be provided short-term and long-term disability coverage in the amount of $100/month.~~

21.5 Affordable Care Act. In the event the health insurance provision of this Agreement fails to meet the requirements of the Affordable Care Act and its related regulations or cause the Employer to be subject to a penalty, tax or fine, the Union and the Employer will meet immediately to bargain over alternative provisions so as to comply with the Act and avoid and/or minimize any penalties, taxes or fines for the Employer.

21.6 EMPLOYEES shall be eligible for Minnesota Paid Leave (MPL), consistent with the terms outlined in Minn. Stat. Ch. 268B and Section 613 of the Wright County Personnel Policy Manual. The EMPLOYER will pay the statutorily required minimum share of the premium for the Minnesota Paid Family and Medical Leave as it may be amended. See, Minn. Stat.

§ 268B.14 (currently requiring a minimum 50% employer contribution as of contract effective date). The remaining employee premium share is payable through payroll deductions.

ARTICLE 22 DISCIPLINE

The EMPLOYER will discipline EMPLOYEES for just cause only.

ARTICLE 23 PROTECTIVE CLOTHING

23.1 The EMPLOYER will provide OSHA required protective clothing and equipment based on job duties.

23.2 The EMPLOYER will select and provide EMPLOYEES with uniforms (consisting of pants and shirts), uniform laundering, safety attire, PPE (which includes boots, gloves, and other required safety equipment) to the following positions:

1. Highway Maintenance Worker I and II
2. Sign Technician
3. Highway Tech I
4. Highway Tech II
5. Inventory Control Person
6. Survey Technician I
7. Survey Technician II
8. Survey Technician III
9. ~~Lead Shop Mechanic~~
10. Automotive Mechanic
11. Diesel Mechanic
12. Park and Natural Resources Technician I and II
13. Parks Mechanic
14. ~~Lead Parks Mechanic~~
15. Park Maintenance Aide
16. Agriculture and Drainage Inspector
17. Agricultural and Drainage Coordinator

If a new position is created following the effective date of this Agreement, the County will maintain sole discretion as to whether to add the position to this list.

ARTICLE 24 PART-TIME EMPLOYEE BENEFITS

24.1 Part-time EMPLOYEES assigned by the EMPLOYER to work less than twenty (20) hours per week shall not be eligible for benefits under this AGREEMENT.

24.2 Part-time EMPLOYEES assigned by the EMPLOYER to work more than twenty (20) hours per week shall be eligible for pro-rated benefits under this AGREEMENT. Health insurance benefits for part-time EMPLOYEES shall be as provided by the contract between the EMPLOYER and its insurance carrier(s).

ARTICLE 25 PAID PARENTAL LEAVE

25.1 Effective January 1, 2023, EMPLOYEES shall be eligible for paid parental leave, consistent with the terms outlined in Section 612 of the Wright County Personnel Policy Manual.

ARTICLE 26 MATCHING 457(b) DEFERRED COMPENSATION CONTRIBUTION

26.1 Effective January 1, 2023, EMPLOYEES shall be eligible for a matching 457(b) deferred compensation contribution from the EMPLOYER, consistent with the terms outlined in Section 306.04 of the Wright County Personnel Policy Manual.

ARTICLE 27 WAIVER

27.1 Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this AGREEMENT, are hereby superseded.

27.2 The parties mutually acknowledge that during the negotiations which resulted in this AGREEMENT, each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this AGREEMENT for the stipulated duration of this AGREEMENT. The EMPLOYER and the UNION each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this AGREEMENT or with respect to any term or condition of employment not specifically referred to or covered by this AGREEMENT, even though such terms and conditions may not have been within the knowledge or contemplation of either or both parties at the time this contract was negotiated or executed.

ARTICLE 28 DURATION

This AGREEMENT shall be effective as of January 1, 2026, and shall remain in full force and effect until December 31, 2028. Either party shall have the right to give written notice to the other party at least ninety (90) days prior to January 1, 2029, of their desire to reopen for the purpose of negotiations and settlement of a new agreement.

FOR WRIGHT COUNTY	FOR I.U.O.E., LOCAL NO.49
_____	_____
Darek Vetsch, Chairperson	Ryan Davies

Wright County Board of Commissioners

_____
Greg Kryzer, County Administrator

Dated this _____ day of

_____, 2025

Business Manager

_____
Dan Revier
Business Representative

_____
Jeff Putnam
Local 49 Union Steward

Dated this _____ day of

_____, 2025

APPENDIX A

WAGES

Employees below the range maximum will be eligible for range movement of ~~4.0%~~ as shown below effective on the employee's anniversary date in job classification. In no event will an employee's wage exceed the maximum of the salary range.

Year	Range Movement
2026	4.0%
2027	3.5%
2028	3.25%

In addition, employees will be granted a 2.5% general wage increase on January 1, 2026. On January 1, 2027, employees will be granted a 3.0% general wage increase. On January 1, 2028, employees will be granted a 2.5% general wage increase. The salary ranges will increase pursuant to the general wage increase that is approved each year pursuant to the collective bargaining agreement at the minimum and maximum of the range.

An employee, who is promoted to a new position at a higher-grade level, shall receive a pay adjustment that is a salary increase of 4% over the employee's base pay or the minimum of the new salary range, whichever is greater. At the sole discretion of the employer, the County Administrator and/or Human Resources Director may approve a pay adjustment that is a salary increase of up to and including 12% over the employee's current base pay based on the applicant's education, experience, and labor market conditions. In no event can a promotional increase exceed the maximum of the new salary range.

APPENDIX A

2026-2028 GENERAL WAGE ADJUSTMENTS

Grade	Points for each Grade	Point Scale	Title	Union	E / NE Status	Dept	Job Code	2026 General Adjustment 2.5% Min	2026 General Adjustment 2.5% Max	2027 General Adjustment 3.0% Min	2027 General Adjustment 3.0% Max	2028 General Adjustment 2.5% Min	2028 General Adjustment 2.5% Max
2	125	101-140	Parks and Recreation Maintenance Aide	49ers	NE	Parks and Recreation	B003	$ 22.99	$ 32.65	$ 23.68	$ 33.63	$ 24.27	$ 34.47
	133		Recreation Specialist	49ers	NE	Parks and Recreation	B171	$ 22.99	$ 32.65	$ 23.68	$ 33.63	$ 24.27	$ 34.47
4	185	171-185	Survey Technician I	49ers	NE	Surveyor	B214	$ 25.35	$ 35.99	$ 26.11	$ 37.07	$ 26.76	$ 37.99
7	228	225-259	Agricultural & Drainage Inspector	49ers	NE	Parks and Recreation	B170	$ 29.34	$ 41.67	$ 30.22	$ 42.92	$ 30.97	$ 43.99
	230		Sign Technician/HW Maintenance Worker	49ers	NE	Highway	B182	$ 29.34	$ 41.67	$ 30.22	$ 42.92	$ 30.97	$ 43.99
	230		Highway Maintenance Worker	49ers	NE	Highway	B027	$ 29.34	$ 41.67	$ 30.22	$ 42.92	$ 30.97	$ 43.99
	233		Sign Technician	49ers	NE	Highway	B028	$ 29.34	$ 41.67	$ 30.22	$ 42.92	$ 30.97	$ 43.99
	233		Automotive Mechanic	49ers	NE	Highway	B029	$ 29.34	$ 41.67	$ 30.22	$ 42.92	$ 30.97	$ 43.99
	233		Parks Mechanic	49ers	NE	Parks and Recreation	B030	$ 29.34	$ 41.67	$ 30.22	$ 42.92	$ 30.97	$ 43.99
	235		Parks & Natural Resources Technician	49ers	NE	Parks and Recreation	B031	$ 29.34	$ 41.67	$ 30.22	$ 42.92	$ 30.97	$ 43.99
	240		GIS Specialist	49ers	NE	Project Administration	B035	$ 29.34	$ 41.67	$ 30.22	$ 42.92	$ 30.97	$ 43.99
	243		Permit Technician	49ers	NE	Highway	B037	$ 29.34	$ 41.67	$ 30.22	$ 42.92	$ 30.97	$ 43.99
	245		Highway Technician I	49ers	NE	Highway	B038	$ 29.34	$ 41.67	$ 30.22	$ 42.92	$ 30.97	$ 43.99
	250		Inventory Control Person	49ers	NE	Highway	B042	$ 29.34	$ 41.67	$ 30.22	$ 42.92	$ 30.97	$ 43.99
	250		Agricultural and Drainage Coordinator	49ers	NE	Parks and Recreation	B226	$ 29.34	$ 41.67	$ 30.22	$ 42.92	$ 30.97	$ 43.99
	253		Highway Design Technician	49ers	NE	Highway	B046	$ 29.34	$ 41.67	$ 30.22	$ 42.92	$ 30.97	$ 43.99
8	265	260-287	Highway Maintenance Worker II	49ers	NE	Highway	TBD	$ 30.81	$ 43.75	$ 31.73	$ 45.06	$ 32.52	$ 46.19
	267		Parks & Natural Resources Technician II	49ers	NE	Parks and Recreation	TBD	$ 30.81	$ 43.75	$ 31.73	$ 45.06	$ 32.52	$ 46.19
	270		Lead Parks Mechanic	49ers	NE	Parks and Recreation	B205	$ 30.81	$ 43.75	$ 31.73	$ 45.06	$ 32.52	$ 46.19
	273		Survey Technician II	49ers	NE	Surveyor	B053	$ 30.81	$ 43.75	$ 31.73	$ 45.06	$ 32.52	$ 46.19
	275		Diesel Mechanic	49ers	NE	Surveyor	B053	$ 30.81	$ 43.75	$ 31.73	$ 45.06	$ 32.52	$ 46.19
	281		Highway Technician II	49ers	NE	Highway	B057	$ 30.81	$ 43.75	$ 31.73	$ 45.06	$ 32.52	$ 46.19
10	303	300-329	GIS Analyst	49ers	NE	Project Administration	B064	$ 33.97	$ 48.23	$ 34.99	$ 49.68	$ 35.86	$ 50.92
	325		Survey Technician III	49ers	NE	Surveyor	B078	$ 33.97	$ 48.23	$ 34.99	$ 49.68	$ 35.86	$ 50.92

APPENDIX B

HIGHWAY TECHNICIAN PROMOTIONAL PROCESS

The promotional process for moving from a Highway Tech I to Highway Tech II shall be as follows:

To be eligible to move from a Highway Tech I classification to a Highway Tech II classification an employee must have a minimum of six years of continuous technical on-the-job experience and meet the requirements stated under items 1-3 below:

1. PROJECT EXPERIENCE

   The employee must have been the Lead inspector on at least two (2) major Highway improvement contracts (i.e., grading contract, bituminous overlay, bridge construction contracts).

2. EDUCATION/CERTIFICATION:

   The employee will be required to attend certification courses as directed by the employer. The employer will attempt to train all technicians in the categories (A-D). An employee must have obtained certification in areas A-D listed below:
   A. Bituminous Street
   B. Concrete Field
   C. Grading and Base 1 & 2
   D. Erosion/Storm Water Control

3. ON THE JOB PERFORMANCE
   The employee must demonstrate the ability to perform all tasks as described in the Highway Tech II job description, and the employee must have performed in their current position at a minimum of "meets expectations" level for at least the last two years. Upon the promotion of the employee, the employee would serve a probationary period in accordance with Article 10 of the current union contract. If the probationary period is unsuccessful, the employee would return to their previous job classification.

APPENDIX C

2026 EMPLOYER AND EMPLOYEE CONTRIBUTIONS FOR HEALTH AND PREVENTATIVE DENTAL INSURANCE PREMIUMS

2026 Plan Year: January 1-December 31, 2026
Medica Plans 4, 5, and 6 and Health Partners Dental

2026 Rates and Contribution Rates (Medica Health and HP Dental)

Union Insurance and Contribution Rates for Settled Collective Bargaining Agreements in 2026

	Monthly Employee Cost	Annual Employee Cost	Max Out of Pocket	Total Veba/HSA Contribution	*Employee Maximum Out of Pocket Liability
Family					
Family Plan 4 - $1000 Ded	**$303.76**	$3,645.12	$4,000.00		$7,645.12
Family Plan 5 - $3000 Ded/VEBA	**$279.85**	$3,358.20	$6,000.00	-$3,000.00	$6,358.20
Family Plan 6 - $4000 Ded/HSA	**$256.21**	$3,074.52	$8,000.00	-$3,999.96	$7,074.56
Single					
Single Plan 4 - $1000 Ded	**$33.93**	$407.16	$2,000.00		$2,407.16
Single Plan 5 - $3000 Ded/VEBA	**$27.99**	$335.88	$3,000.00	-$1,500.00	$1,835.88
Single Plan 6 - $4000 Ded/HSA	**$0.00**	$0.00	$4,000.00	-$1,999.92	$2,000.08

***includes premium and out of pocket expenses**

Monthly Premium Cost (health/dental)	2026 Monthly Premiums	2026 Proposed County Contribution	Projected Employee Cost	2026-2025 Premium Difference	% Covered by Wright County
Family Plan 4 - $1000 Ded	$2,481.76	$2,178.00	**$303.76**	$300.11	**88%**
Family Plan 5 - $3000 Ded/VEBA	$2,301.85	$2,022.00	**$279.85**	$278.02	**88%**
Family Plan 6 - $4000 Ded/HSA	$2,110.21	$1,854.00	**$256.21**	$254.48	**88%**
Single Plan 4 - $1000 Ded	$1,213.93	$1,180.00	**$33.93**	$147.62	**97%**
Single Plan 5 - $3000 Ded/VEBA	$1,124.99	$1,097.00	**$27.99**	$136.70	**98%**
*Single Plan 6 - $4000 Ded/HSA	$1,030.26	$1,030.26	**$0.00**	$125.06	**100%**

MEMORANDUM OF AGREEMENT
REGARDING IMPLEMENTATION OF NEW
COMPENSATION AND CLASSIFICATION PLAN

This Agreement is entered into by and between Wright County ("Wright County") and the International Union of Operating Engineers, Local No. 49 ("Union").

WHEREAS, the County will be using a new compensation and classification plan effective January 1, 2026;

WHEREAS, the Union agreed to the new compensation and classification plan during negotiations for a new collective bargaining agreement to take effect January 1, 2026 ("CBA");

WHEREAS, the parties agreed to a three-phase implementation of the new compensation and classification during negotiations for the CBA;

WHEREAS, the purpose of this Agreement is to memorialize the three-phase implementation of the new plan.

NOW, THEREFORE, the parties agree as follows:

1. The County will implement its new compensation and classification plan on January 1, 2026. The grading for positions in the bargaining unit represented by the Union, along with the new minimum and maximum hourly rate for each grade is attached as Exhibit A.

2. Effective January 1, 2026, individual employees will transition to the new compensation and classification plan in the following three phases:

   a. **Phase 1.** All employees who are paid an hourly rate under the minimum hourly wage of their assigned grade in the County's new compensation and classification plan will have their hourly rate increased to the minimum of the new salary range. Employees whose December 31, 2025 hourly rate is within the 2026 salary range for their assigned grade will not receive any hourly rate increase in Phase 1.

   b. **Phase 2.** After Phase 1 is completed, the County will apply a range position adjustment to employees who experienced a negative impact with respect to their range penetration percentage as a result of the Phase 1 implementation.

      - An employee's 2025 range penetration percentage will be calculated as follows: (December 31, 2025 Hourly Rate – 2025 Range Minimum) divided by (2025 Range Maximum – 2025 Range Minimum) multiplied by 100.

      - An employee's new range penetration percentage will be calculated as follows: (Hourly Rate After Phase 1 Implementation – New Range

Minimum) divided by (New Range Maximum – New Range Minimum) multiplied by 100.

If an employee experienced a reduction in their range penetration percentage when their 2025 range penetration is compared to their new range penetration, the County will provide a range penetration adjustment of up to six percent to bring them either back to or closer to their 2025 range penetration as illustrated in the following examples:

- An employee whose 2025 range penetration was 67 percent and whose new range penetration is 59 percent will receive a range penetration adjustment of six percent. The employee's hourly rate will be adjusted to reflect the amount that is 65 percent of new range.

- An employee whose 2025 range penetration was 88 percent and whose new range penetration is 84 percent will receive a range penetration adjustment of four percent. The employee's hourly rate will be adjusted to reflect the amount that is 88 percent of new range.

- An employee whose 2025 range penetration was zero percent and whose new range penetration is zero percent will receive no range penetration adjustment.

The Phase 2 range penetration adjustment for each employee will be the lesser of six percent or the percentage necessary to bring the employee back to the employee's 2025 range penetration percentage.

c. **Phase 3.** After Phase 2 is completed, the negotiated 2.5 percent general increase outlined in the CBA for 2026 wages will be applied to individual employees' hourly rates. The Phase 3 hourly rate will apply to hours worked effective January 1, 2026.

3. The parties agree that the transition of positions to the new compensation and classification plan will not be considered a position reclassification under Section 101 of the Wright County Personnel Policy Manual.

4. Individual employees will be separately eligible to receive range movement on their anniversary date as set forth in the CBA.

5. This Agreement represents the complete and total agreement between the parties regarding the three-phase implementation of the County's new compensation and classification plan.

6. This Agreement will expire and automatically sunset on December 31, 2028.

FOR THE COUNTY OF WRIGHT:

_____

Darek Vetsch
Commission Chair

_____

Greg Kryzer
County Administrator

Dated this ____ of _____ 2025

FOR I.U.O.E LOCAL NO. 49:

_____

Dan Revier
Local 49 Business Representative

_____

Jeff Putnam
Local 49 Union Steward

Dated this ____ of _____ 2025

EXHIBIT A

2026 Minimum and Maximum Hourly Rates by Grade Compared to 2025 Rates.

Grade	Points for each Grade	Point Scale	Title	Union	E / NE Status	Dept	Job Code	2026 Propsosed Min	2026 Proposed Maximum	2025 Adopted Min	2025 Adopted Max
2	125	101-140	Parks and Recreation Maintenance Aide	49ers	NE	Parks and Recreation	B003	$ 22.43	$ 31.85	$ 18.87	$ 26.41
	133		Recreation Specialist	49ers	NE	Parks and Recreation	B171	$ 22.43	$ 31.85	$ 20.01	$ 28.01
4	185		Survey Technician I	49ers	NE	Surveyor	B214	$ 24.73	$ 35.11	$ 23.83	$ 33.35
7	228		Agricultural & Drainage Inspector	49ers	NE	Parks and Recreation	B170	$ 28.62	$ 40.65	$ 26.77	$ 37.48
	230		Sign Technician/HW Maintenance Worker	49ers	NE	Highway	B182	$ 28.62	$ 40.65	$ 26.77	$ 37.48
	230		Highway Maintenance Worker	49ers	NE	Highway	B027	$ 28.62	$ 40.65	$ 26.77	$ 37.48
	233		Sign Technician	49ers	NE	Highway	B028	$ 28.62	$ 40.65	$ 26.77	$ 37.48
	233		Automotive Mechanic	49ers	NE	Facilities and Fleet Services	B029	$ 28.62	$ 40.65	$ 26.77	$ 37.48
	233		Parks Mechanic	49ers	NE	Facilities and Fleet Services	B030	$ 28.62	$ 40.65	$ 26.77	$ 37.48
	235		Parks & Natural Resources Technician	49ers	NE	Parks and Recreation	B031	$ 28.62	$ 40.65	$ 26.77	$ 37.48
	240		GIS Specialist	49ers	NE	Project Administration	B035	$ 28.62	$ 40.65	$ 26.77	$ 37.48
	243		Permit Technician	49ers	NE	Highway	B037	$ 28.62	$ 40.65	$ 26.77	$ 37.48
	245		Highway Technician I	49ers	NE	Highway	B038	$ 28.62	$ 40.65	$ 26.77	$ 37.48
	250		Inventory Control Person	49ers	NE	Facilities and Fleet Services	B042	$ 28.62	$ 40.65	$ 28.38	$ 39.74
	250		Agricultural and Drainage Coordinator	49ers	NE	Parks and Recreation	B226	$ 28.62	$ 40.65	$ 28.38	$ 39.74
	253		Highway Design Technician	49ers	NE	Highway	B046	$ 28.62	$ 40.65	$ 28.38	$ 39.74
8	265	260-287	*Highway Maintenance Worker II-Effective February 2026*	*49ers*	*NE*	*Highway*	TBD	$ 30.06	$ 42.68	NA	NA
	267		*Parks & Natural Resources Technician II-Effective February 2026*	*49ers*	*NE*	*Parks and Recreation*	TBD	$ 30.06	$ 42.68	NA	NA
	273		Survey Technician II	49ers	NE	Surveyor	B053	$ 30.06	$ 42.68	$ 30.09	$ 42.12
	275		Diesel Mechanic-Effective January 1, 2026	49ers	NE	Facilities and Fleet Services	B041	$ 30.06	$ 42.68	$ 28.38	$ 39.74
	281		Highway Technician II	49ers	NE	Highway	B057	$ 30.06	$ 42.68	$ 30.09	$ 42.12
10	303	300-329	GIS Analyst	49ers	NE	Project Administration	B064	$ 33.14	$ 47.05	$ 31.88	$ 44.64
	325		Survey Technician III	49ers	NE	Surveyor	B078	$ 33.14	$ 47.05	$ 33.79	$ 47.32

Note: *The 2026 rates referenced above are the rates that will be used for Phase 1 implementation prior to the application of the 2026 general adjustment as part of Phase 3.*

MEMORANDUM OF UNDERSTANDING

BETWEEN

COUNTY OF WRIGHT

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL NO. 49

This Memorandum of Understanding (MOU) is entered into between Wright County and the International Union of Operating Engineers Local No. 49, and sets forth the respective parties agreement regarding employees who are members of the Local 49 who volunteer to staff the Highway Department information booth shifts at the 2026, 2027, and 2028 Wright County fair during unscheduled working hours.

It is hereby understood and mutually agreed to between the parties that:

1. Union employees will be allowed to volunteer to staff shifts at the 2026, 2027, and 2028 Wright County fair during unscheduled working hours, as stated in the Labor Agreement.
2. The Union agrees to waive the overtime requirements as stated in Article XIII-Overtime, Sections 13.1 and 13.2 for the voluntary hours worked during the 2026, 2027, and 2028 Wright County fair.
3. In lieu of the overtime, the Employee will be allowed (1) hour off during the regular scheduled shift within the same seven-day workweek for each hour worked at the fair. Example: 8 hours worked at the fair; the Employee will be allowed eight (8) hours off their regular shift to be used within the same seven-day workweek as the hours worked at the fair. In the event the Employee's time spent working at the fair falls at the end of the seven-day workweek, the Employee will be allowed to take time off from the Employee's regular shift before working at the fair.
4. The Supervisor and Employee must agree to the scheduling of the above time off.
5. In the event there is an opportunity for the Employees to work overtime during the week with the traded hours off, the traded hours will be considered as hours worked for the purpose of computing the overtime.
6. It is further understood and agreed to between the parties that this Memorandum of Understanding is solely and strictly entered into for this specific individual situation/event (the 2026, 2027, and 2028 Wright County Fair); and said MOU shall not be accepted or deemed a standard practice for handling similar events/situations now or in the future.

FOR THE COUNTY OF WRIGHT:

_____

Darek Vetsch
Commission Chair

_____

Greg Kryzer
County Administrator

Dated this ____ of _____ 2025

FOR I.U.O.E LOCAL NO. 49:

_____

Dan Revier
Local 49 Business Representative

_____ 12-4-25

Jeff Putnam
Local 49 Union Steward

Dated this ____ of _____ 2025

MEMORANDUM OF UNDERSTANDING

BETWEEN

COUNTY OF WRIGHT

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL NO. 49

This Memorandum of Understanding is entered into between Wright County (hereinafter "County") and International Union of Operating Engineers, Local No. 49 (hereafter "Union").

WHEREAS, the County and the Union are parties to the collective bargaining agreement for 2026-2028; and

WHEREAS, the County and Union agreed to develop a promotional process for employees moving from a Highway Maintenance Worker I to a Highway Maintenance Worker II and a Parks and Natural Resources Technician I to a Parks and Natural Resources Technician II;

NOW, THEREFORE, the County and the Union agree as follows:

The purpose of the promotional process is to establish a fair and transparent procedure for advancing a qualified Highway Maintenance Worker I to a Highway Maintenance Worker II and a Parks and Natural Resource Technician I to a Parks and Natural Resource Technician II.

The promotional process is effective January 1, 2026.

To be eligible to move classification an employee must meet the minimum education and experience requirements of the job description, and meet the requirements stated under items below (Parks 1, 2, & 3 or Highway 1, 2, & 3) for their respected positions, when necessary and appropriate for the orderly advancement of an employee and in the best interest of the Employer. Upon an employee achieving the promotional criteria, the supervisor must submit a request to the Division manager. The Department Head, in consultation with the Human Resources Department, verifies eligibility, evaluation criteria, and performance record, and makes a recommendation to the County Administrator for consideration and approval.

Parks and Natural Resource Technician II

1. Skills (Parks)

- The employee must demonstrate the ability and willingness to serve as a crew leader on a special projects in coordination with a supervisor. Along with the ability to proficiently and effectively complete a minimum of three of the following skills,
    - Ability to plan, measure, calculate, excavate, prepare a uniform compacted foundation, set forms, proportionally mix, pour, and finish high-quality concrete. Boundary Survey
    - Intermediate level of MIG weld, Arc weld, oxyacetylene weld, oxyacetylene cut, plasma cut, metal cutting saws, braze or solder copper with interest to obtain all of these skills.
    - With little to no guidance, the ability to follow fabrication plans to build, repair, rebuild, and install the following amenities. Picnic table, fire rings, ground-mounted grills, benches, entrance signs, walkthrough gates, and entrance gates.
    - Ability to perform basic plumbing, including soldering copper, selecting and

assembling ABS, PEX, copper, PVC, cast iron, and galvanized piping.
- Ability and knowledge to repair and construct sustainable trails, including recognition of various soil types.
- Perform basic HVAC cleaning and maintenance.

2. Education and Training (Parks)

- Class A CDL
- First Aid/ CPR/AED
- Chainsaw safety
- Forklift
- Have successfully achieved two out of three.
  - Herbicide A, & E License
  - Tree Inspector Certification
  - SWPPP Construction Installer Certified

3. Equipment Operations Experience (Parks)

1) Safely and Competently Operate Specialized Equipment
2) Skid Loader with special attachment including forestry mower, brush mower, hydro bucket, leveling bar, and Harley rake.
3) Perform forestry work, including cutting, limbing, and trimming from elevated platforms or bucket truck.
4) Semi Tractor with end dump trailer
5) Road shaping equipment
6) Mini Excavator
7) Payloader

Highway Maintenance Worker II

- **Skills (Highway)**

The employee must demonstrate the ability and willingness to serve as a crew leader on special projects in coordination with a supervisor, along with the ability to proficiently and effectively complete the following skills.

1) Ability to plan, measure, calculate, excavate, prepare, compact, and tolerance subgrade for asphalt patching projects and culvert replacement.
2) Laser Transit-Ability to shoot grade/calculate and set slope percentage.
3) Ability and knowledge of basic equipment maintenance and seasonal equipment setup.
4) Demonstrate best management practices for asphalt management, crack sealing, pothole repair, shoulder maintenance, and erosion repair.
5) Ability and willingness to be trained and to assist a supervisor with checking road conditions when a supervisor is on PTO, absent from work, or unavailable.

- **Education and Training (Highway) – Must have obtained four of the following certifications.**

1) Class A CDL Unrestricted, with tanker endorsement
2) First Aid/ CPR/AED
3) Chainsaw safety
4) Forklift

5) Herbicide A & J License

- **Equipment Operations Experience (Highway)**
  1) Safely and Competently Operate Specialized Equipment
     1) Asphalt Paver
     2) Steel Drum Roller
     3) Skid Loader with special attachments including forestry mower, grapple bucket brush mower, hydro bucket, leveling bar, and Harley rake.
     4) Perform forestry work, including cutting, limbing, and trimming from elevated platforms or bucket truck.
     5) Semi Tractor with end dump trailer
     6) Motor grader
     7) Excavator
     8) Backhoe
     9) Payloader

4. On the Job Performance

The employee must demonstrate the ability to perform all tasks as described in the Parks and Natural Resources Technician II or Highway Maintenance Worker II job description, as applicable, and the employee must have performed in their current position with Wright County for a minimum of five years and obtained a minimum of "meets expectations" in their performance review with no disciplinary action for the previous three consecutive years.

5. Promotional Process

Effective January 1, 2026, the Department Head may recommend an employee for promotion on the employee's anniversary date, provided the employee meets the minimum qualifications for the higher-level position. In addition, the Department Head may recommend an employee for promotion effective February 1, 2026 if the employee currently meets the criteria set forth in this Memorandum of Understanding.

This discretionary promotion will include the annual open-range salary adjustment, as outlined in the collective bargaining agreement, and will result in a 4% increase to the employee's base pay after the open-range movement is applied. In no case shall the promotional increase exceed the maximum of the new salary range.

Employees will have one opportunity to request a reclassification to their previous position after accepting a promotion. Employees who request reclassification will not be eligible for future promotional consideration.

Employees who are offered a promotion and choose not to accept at that time may request reconsideration during their next annual performance review.

The criteria in this Memorandum of Understanding are provided for informational purposes only. This Memorandum of Understanding shall not be construed as a waiver of the County's inherent managerial right to determine the promotional process for the positions outlined above. The determination of the criteria for promotion is an inherent managerial right.

The Memorandum of Understanding shall not be deemed to constitute evidence of any binding past practice or precedent. This Memorandum of Understanding represents the full and complete agreement between the parties regarding this matter. This Memorandum of Agreement will automatically sunset on December 31, 2028.

IN WITNESS WHEREOF, the parties acknowledge that they have read the foregoing agreement, by signing below, hereby affirm that they fully understand and agree to its terms and applications.

FOR THE COUNTY OF WRIGHT:

_____

Darek Vetsch
Commission Chair

_____

Greg Kryzer
County Administrator

Dated this ____ of _____ 2025

FOR I.U.O.E LOCAL NO. 49:

_____

Dan Revier
Local 49 Business Representative

_____

Jeff Putnam
Local 49 Union Steward

Dated this ____ of _____ 2025

MEMORANDUM OF UNDERSTANDING

BETWEEN

COUNTY OF WRIGHT

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL NO. 49

This Memorandum of Understanding is entered into between Wright County (hereinafter "County") and International Union of Operating Engineers, Local No. 49 (hereafter "Union").

WHEREAS, the County and the Union are parties to the collective bargaining agreement for 2026-2028; and

WHEREAS, the County and Union agreed to develop a promotional process for employees moving from Auto/Parks Mechanic to Diesel Mechanic;

NOW, THEREFORE, the County and the Union agree as follows:

The purpose of the promotional process is to establish a fair and transparent procedure for advancing a qualified Auto/Parks Mechanic to a Diesel Mechanic.

The promotional process is effective January 1, 2026.

To be eligible to move to a higher classification, an employee must meet the minimum education and experience requirements of the job description and meet the requirements stated below when necessary and appropriate for the orderly advancement of the employee and in the best interest of the Employer. Upon an employee achieving the promotional criteria, the supervisor must submit a request to the Division manager. The Department Head, in consultation with the Human Resources Department, verifies eligibility, evaluates the criteria, and reviews the performance record, making a recommendation to the County Administrator for consideration and approval.

1. Skills

1) Documented history of quality repair work with minimal rework.
2) Competency in using advanced diagnostic tools and software.
3) Proven knowledge of diesel systems, fuel operations, emissions controls, electrical diagnostics, and hydraulics
4) Intermediate level of MIG weld, Arc weld, oxyacetylene weld, oxyacetylene cut, plasma cut, metal cutting saws, braze or solder copper with interest to obtain all of these skills.
5) Ability to meet or exceed productivity and efficiency benchmarks as set by the Fleet and Asset Manager.
6) Employee demonstrates through daily activity teamwork, reliability, and safe work practices.

2. Education and Training

1) Class A CDL Unrestricted License
2) DOT Safety Inspector certification
3) First Aid/ CPR/AED

4) Certification as a Diesel or Heavy Equipment technician, manufacturer equivalent, or proven ability to diagnose and repair diesel engines and systems through practical hands-on assessment
5) Forklift

3. Equipment Operations Experience

1) Safely and Competently Operate Specialized Diagnostic Equipment
2) Ability to safely operate equipment, not limited to:
    1) Semi Tractor with end dump trailer
    2) Road grader
    3) Mini Excavator
    4) Backhoe
    5) Agricultural Tractors
    6) Payloader
    7) Overhead hoists, cranes, and lifts

4. On the Job Performance

Effective January 1, 2026, the Department Head may recommend an employee for promotion on the employee's anniversary date, provided the employee meets the minimum qualifications for the higher-level position. In addition, the Department Head may recommend an employee for promotion effective February 1, 2026 if the employee currently meets the criteria set forth in this Memorandum of Understanding.

This discretionary promotion will include the annual open-range salary adjustment, as outlined in the collective bargaining agreement, and will result in a 4% increase to the employee's base pay after the open-range movement is applied. In no case shall the promotional increase exceed the maximum of the new salary range.

Employees will have one opportunity to request a reclassification to their previous position after accepting a promotion. Employees who request reclassification will not be eligible for future promotional consideration.

Employees who are offered a promotion and choose not to accept at that time may request reconsideration during their next annual performance review.

The criteria in this Memorandum of Understanding are provided for informational purposes only. This Memorandum of Understanding shall not be construed as a waiver of the County's inherent managerial right to determine the promotional process for the positions outlined above. The determination of the criteria for promotion is an inherent managerial right.

The Memorandum of Understanding shall not be deemed to constitute evidence of any binding past practice or precedent. This Memorandum of Understanding represents the full and complete agreement between the parties regarding this matter. This Memorandum of Agreement will automatically sunset on December 31, 2028.

IN WITNESS WHEREOF, the parties acknowledge that they have read the foregoing agreement, by signing below, hereby affirm that they fully understand and agree to its terms and applications.

FOR THE COUNTY OF WRIGHT:

_____

Darek Vetsch
Commission Chair

_____

Greg Kryzer
County Administrator

Dated this ____ of _____ 2025

FOR I.U.O.E LOCAL NO. 49:

_____

Dan Revier
Local 49 Business Representative

_____

Jeff Putnam
Local 49 Union Steward

Dated this ____ of _____ 2025

MEMORANDUM OF UNDERSTANDING

BETWEEN

COUNTY OF WRIGHT

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL NO. 49

This Memorandum of Understanding is entered into between Wright County (hereinafter "County") and International Union of Operating Engineers, Local No. 49 (hereafter "Union").

WHEREAS, the County and the Union are parties to the collective bargaining agreement for 2026-2028; and

WHEREAS, the County and Union agreed to develop a promotional process for employees moving through the Survey Technician I, Survey Technician II, and Survey Technician III promotional process effective March 1, 2023; and

WHEREAS, the parties wish to continue this process during the term of the 2026-2028 CBA; and

NOW, THEREFORE, the County and the Union agree to the following promotional process for employees that are classified as Survey Technician I, Survey Technician II, and Survey Technician II:

The promotional process for moving from a Survey Technician I to a Survey Technician II and a Survey Technician II to a Survey Technician III shall be as follows:

1 To be eligible to move from a Survey Technician I to Survey Technician II classification an employee must meet the minimum education and experience requirements of the Survey Technician II job description, and meet the requirements stated under items 1, 2, & 3 below, when necessary and appropriate for the orderly advancement of an employee and in the best interest of the Employer, upon recommendation by the County Surveyor and approval by the County Administrator.

2. To be eligible to move from a Survey Technician II to Survey Technician III classification an employee must meet the minimum education and experience requirements of the Survey Technician III job description, and meet the requirements stated under items 1, 2, & 3 below, when necessary and appropriate for the orderly advancement of an employee and in the best interest of the Employer, upon recommendation by the County Surveyor and approval by the County Administrator:

1. PROJECT EXPERIENCE

The employee must have managed two Survey Department projects (some examples are):

- County Right of Way Highway Plat
- Boundary Survey
- Certificate of Survey
- Plat Checking
- PLSS Maintenance and Certificate of Location of Government Corner
- Field Survey Crew Leader
- Elevation Survey

2. EDUCATION/CERTIFICATIONS

Participate in a minimum of twenty-four hours of continuing education (some examples are):

- MnDot (Minnesota Department of Transportation) Survey Technical Workshop
- MnDot (Minnesota Department of Transportation) Right of Way Workshop
- MSPS (Minnesota Society of Professional Surveyors) Technical Workshop
- MACS (Minnesota Association of County Surveyors) Seminars
- Frontier Precision/Trimble User Group Conference
- Frontier Precision/Trimble Webinars or In House Training
- CAD Training
- GIS Training
- Others, as approved by the employer

3. ON THE JOB PERFORMANCE

The employee must demonstrate the ability to perform all tasks as described in the Survey Tech II and/or Survey Tech III job descriptions, as applicable, and the employee must have performed in their current position at a minimum of "meets expectations" during their employment with Wright County. Upon the promotion of the employee, the employee would serve a probationary period in accordance with Article 10 of the current union contract. If the probationary period is unsuccessful, the employee would return to their previous job classification.

3.. Effective March 1, 2023, the County Surveyor will have the authority to promote Survey Technicians I and Survey Technicians II provided they meet minimum qualifications for the position. This discretionary appointment will result in a salary increase of 4% over the employee's base pay or the minimum of the new salary range whichever is greater. At the sole discretion of the employer, the County Administrator and/or Human Resources Director may approve a pay adjustment that is a salary increase of up to and including 12% over the employee's current base pay based on the applicant's education, experience, and labor market conditions. In no event can a promotional increase exceed the maximum of the new salary range.

4. The criteria in this Memorandum of Understanding are provided for informational purposes only. This Memorandum of Understanding shall not be construed as a waiver of the County's inherent managerial right to determine the promotional process for the positions outlined above. The determination of the criteria for promotion is an inherent managerial right.

5. This Memorandum of Agreement represents the full and complete agreement between the parties regarding this matter. This Memorandum of Agreement will automatically sunset on December 31, 2028.

IN WITNESS WHEREOF, the parties acknowledge that they have read the foregoing agreement, by signing below, hereby affirm that they fully understand and agree to its terms and applications.

FOR THE COUNTY OF WRIGHT:

_____

Darek Vetsch
Commission Chair

_____

Greg Kryzer
County Administrator

Dated this ____ of _____ 2025

FOR I.U.O.E LOCAL NO. 49:

_____

Dan Revier
Local 49 Business Representative

_____

Jeff Putnam
Local 49 Union Steward

Dated this ____ of _____ 2025

MEMORANDUM OF UNDERSTANDING

BETWEEN

COUNTY OF WRIGHT

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL NO. 49

This Memorandum of Understanding (MOU) is entered into between Wright County and the International Union of Operating Engineers Local No. 49, and provides for a change in overtime payments due under the Labor Agreement's ARTICLE XIII- OVERTIME, Section 13.1, whenever the County of Wright and I.U.O.E. Local No. 49 agree to a work schedule for employees providing for four (4) consecutive ten (10) hour days in a work week. This shall apply to all the Highway, Survey, and Parks Department employees. The Employer may find it necessary to require an employee to work eight (8) hour days in the Shop Maintenance and Engineering Divisions of the Highway Department, Parks Department, and/or Survey Department.

In the event the County establishes a work week of four (4) consecutive ten (10) hour days, the requirements of ARTICLE XIII, Section 13.1, shall be modified. Under such a schedule overtime will be paid only after ten (10) hours of work in one day and forty (40) hours in one week. If the Employer determines that it is necessary to staff the County on Friday, then they may assign some employees to the Tuesday through Friday shift. Employer will provide three weeks advance notice to Employees prior to the ten hour work schedule being implemented.

Either party may terminate this MOU with seven (7) days' notice to the other party. Termination of this MOU is not grievable.

This schedule shall be effective for 2026, 2027, and 2028 calendar years from the third Monday in April to the last Friday in September.

FOR THE COUNTY OF WRIGHT:

_____

Darek Vetsch
Commission Chair

_____

Greg Kryzer
County Administrator

Dated this ____ of _____ 2025

FOR I.U.O.E LOCAL NO. 49:

_____

Dan Revier
Local 49 Business Representative

_____

Jeff Putnam
Local 49 Union Steward

Dated this ____ of _____ 2025

MEMORANDUM OF AGREEMENT
Between
WRIGHT COUNTY
And
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 49

This Memorandum of Understanding ("MOA") is entered into between Wright County ("Employer") and the International Union of Operating Engineers, Local No. 49 ("Local 49" or "Union").

WHEREAS, there exists a Collective Bargaining Agreement between the County and Local 49 in effect from January 1, 2026, through December 31, 2028 ("CBA").

WHEREAS, the Parties to the CBA wish to enter into this MOA to address the Training Center use and fees for the duration of the CBA.

NOW THEREFORE, in consideration of the mutual promises contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

The Employer agrees to contribute $0.30 per straight-time hour compensated (up to a maximum of 2,080 hours annually), per bargaining unit Employee, to the Local 49 Training Center. The Employer and bargaining unit Employees will be provided all benefits of the Local 49 Training Center which shall include all scheduled Safety, Equipment, Phase, NCCCO, CDL Classes and offsite training and evaluations (summer months only & limited to availability).

The Employer agrees to contribute $0.05 per straight-time hour compensated (up to a maximum of 2,080 hours annually), per bargaining unit Employee, to the I.U.O.E. National Training Fund. The Employer and bargaining unit Employees will be provided all benefits of the I.U.O.E. National Training Center.

Effective July 1, 2026 through November 30, 2028, the Employer shall pay both contributions by the 15th of the following month, directly to Wilson McShane Corporation at: 3001 Metro Drive, Suite 500, Bloomington, MN 55425.

Pursuant to Union policy, Employees who are not full dues paying Union members are not allowed to use the Training Center.

The County agrees that Employees who wish to receive training at the Training Center for purposes of pursuing a promotional opportunity and are likely in the County's judgment to meet applicable requirements for a promotion will receive priority for training opportunities at the Training Center.

This MOA will automatically sunset on December 31, 2028 and may be extended only upon the parties' mutual written agreement.

IT IS SO UNDERSTOOD, AGREED AND AFFIRMED, by the execution of this MOA the undersigned represents that they are duly authorized to enter into this MOA on behalf of the respective Parties hereto and verify that they have read this MOA and that they understand and fully agree to all of its provisions.

IN WITNESS WHEREOF, the parties hereto have executed this MOA on this_____day of _____, 2025.

WRIGHT COUNTY

Darek Vetsch, Commission Chair

Greg Kryzer, County Administrator

THE INTERNATIONAL UNION

OF OPERATING ENGINEERS,

LOCAL NO. 49

Dan Revier, Business Representative

LABOR AGREEMENT

BETWEEN

THE COUNTY OF WRIGHT

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS,

LOCAL NO. 49

JANUARY 1, 2026 - DECEMBER 31, 2028

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INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL NO. 49

ARTICLE 1 PURPOSE OF AGREEMENT

This Agreement is entered into between Wright County, hereinafter called EMPLOYER, and Local No. 49, International Union of Operating Engineers, hereinafter called the UNION. The intent and purpose of this AGREEMENT is to:

1.1 Establish certain hours, wages and other conditions of employment;

1.2 Establish procedures for the resolution of disputes concerning this AGREEMENT'S interpretation and/or application;

1.3 Specify the full and complete understanding of the parties; and

1.4 Place in written form the parties' agreement upon terms and conditions of employment for the duration of the AGREEMENT.

ARTICLE 2 RECOGNITION

The EMPLOYER recognizes the UNION as the exclusive representative under Minnesota Statutes 179A.12, in an appropriate bargaining unit consisting of the following job classifications:

Highway Maintenance Worker I	Highway Maintenance Worker II
Sign Technician	Parks and Recreation Maintenance Aide
Highway Technician I	Park Mechanic
Inventory Control Person	Diesel Mechanic
Permit Technician	GIS Specialist
Survey Technician I	Highway Technician II
Parks and Natural Resource Technician I	Parks and Natural Resource Technician II
GIS Analyst	Sign Technician/Highway Maintenance Worker
Automotive Mechanic	Recreation Specialist
Agricultural & Drainage Inspector	Agricultural and Drainage Coordinator
Survey Technician II	Survey Technician III
Highway Design Technician	

ARTICLE 3 UNION SECURITY

In recognition of the UNION as the exclusive representative, the EMPLOYER shall:

3.1 Deduct regular monthly Union dues in an amount designated by the Union from the pay of bargaining unit employees who authorize such a deduction in writing, and the

Employer shall remit such dues directly to the Union as provided in this Article. In addition to the regular monthly Union dues, beginning January 1, 2027, the Employer agrees to deduct a working dues assessment in the amount of one-half of one percent (1/2%) of the employee's regular hourly wage for all hours worked up to 40 hours per week.

The Employer agrees to rely on a certification from the Union identifying employees who have authorized the Employer to deduct such Union dues from their wages. Such authorization will be effective until the Union notifies the Employer that an employee has changed or cancelled the employee's authorization in writing in accordance with the terms of the original authorization.

3.2 All dues money collected by the Employer through such deduction shall be remitted to the Union along with a reporting form which states the employee's name, last four digits of social security number, hours worked, and amount of working dues deducted, to the Union's office located at 2829 Anthony Lane South, Minneapolis, MN 55418 not later than the 15th day of the month following the month in which deductions were made.

3.3 The UNION may designate certain employees from the bargaining unit to act as stewards and shall inform the EMPLOYER in writing of such choice.

3.4 The EMPLOYER agrees to recognize the steward designated by the UNION as provided in this section subject to the following stipulations:

3.41 There shall be no more than three (3) stewards designated at any one time;

3.42 Stewards and other EMPLOYEE union officials shall not leave their workstations without the prior permission of their supervisors and then only for investigating grievances as specifically provided for in this AGREEMENT. They shall notify their supervisor upon return to their workstations.

3.5 The UNION membership may donate PTO time to a bank that may be utilized by the UNION negotiating committee to fund the time of employee representatives to meet and negotiate with the EMPLOYER. PTO hours shall be credited and drawn on a one-for-one basis without regard for the actual hourly rate of the donor or recipient.

3.6 Non-EMPLOYEE representatives of the UNION, previously accredited to the EMPLOYER as provided herein, shall be permitted to come on the premises of the EMPLOYER for the purpose of investigating and discussing grievances if they first obtain permission to do so from the EMPLOYER'S designated Labor Relations Representative provided, that the UNION shall not use the EMPLOYER'S facilities for any activity without the express permission of the EMPLOYER, and provided the UNION representative does not interfere with the work of the EMPLOYEES. The UNION agrees there shall be no solicitation for membership, signing up of members, collection of initiation fees, dues, fines or assessments, meetings or other UNION activities on the EMPLOYER'S time.

3.7 The EMPLOYER agrees to allow the UNION to use designated bulletin boards for the purpose of posting notices of UNION meetings, UNION elections, UNION election returns, UNION appointments to office, and UNION recreational or social affairs and any other items specifically approved by the EMPLOYER. The UNION agrees to limit the posting of such notices to the bulletin board space designated by the EMPLOYER. It is specifically understood that no notices of a political or inflammatory nature shall be posted.

3.8 The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders, or judgments brought or issued against the County as a result of any action taken or not taken by the County under the provisions of this Article.

ARTICLE 4 EMPLOYER SECURITY

The UNION agrees that during the life of this AGREEMENT it will not cause, encourage, participate in or support any strike, slow down or other interruption of or interference with the normal functions of the EMPLOYER.

ARTICLE 5 EMPLOYER AUTHORITY

5.1 It is recognized by both parties that except as expressly stated herein, the EMPLOYER shall retain whatever rights and authority necessary for it to operate and direct the affairs of the County in all of its various aspects, including, but not limited to, the right to direct the working forces; to plan, direct and control all the operations and services of the Department, to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; to assign and transfer employees; to schedule working hours and to assign overtime; to determine whether goods or services should be made or purchased; to hire, promote, suspend, discipline, discharge or relieve EMPLOYEES due to lack of work or other legitimate reasons; to make and enforce rules and regulations and to change or eliminate existing methods, equipment or facilities.

5.2 It is also recognized by both parties that the EMPLOYER shall retain the authority and prerogatives to:

A. Operate and manage its affairs in all respects in accordance with existing and future laws and regulations of appropriate authorities including County Personnel Policies and Work Rules;

B. Maintain the efficiency of the governmental operations; and

C. Take whatever actions may be necessary to carry out the missions of the County in emergencies.

ARTICLE 6 EMPLOYEE RIGHTS-GRIEVANCE PROCEDURE

6.1 DEFINITION OF A GRIEVANCE: A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this AGREEMENT.

6.2 UNION REPRESENTATIVES: The EMPLOYER will recognize representatives designated by the UNION as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The UNION shall notify the EMPLOYER in writing of the names of such UNION representatives and of their successors when so designated.

6.3 PROCESSING OF A GRIEVANCE: It is recognized and accepted by the UNION and the EMPLOYER that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the EMPLOYEES and shall therefore be accomplished during normal working hours only when consistent with such EMPLOYEE duties and responsibilities. The aggrieved EMPLOYEE and the UNION REPRESENTATIVE shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the EMPLOYER during normal working hours provided the EMPLOYEE and the UNION REPRESENTATIVE have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the EMPLOYER.

6.4 PROCEDURE: Grievances, as defined by Section 6.1, shall be resolved in conformance with the following procedure:

Step 1. An EMPLOYEE claiming a violation concerning the interpretation or application of the AGREEMENT shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance in writing to the EMPLOYEE'S supervisor as designated by the EMPLOYER. The EMPLOYER designated representative will discuss and give a written answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the AGREEMENT allegedly violated, and the remedy requested and shall be appealed to Step 2 within ten (10) calendar days after the EMPLOYER designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the UNION within ten (10) calendar days shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by the UNION and discussed with the EMPLOYER designated Step 2 representative. The EMPLOYER designated representative shall give the UNION the EMPLOYER'S Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the EMPLOYER designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the UNION within ten (10) calendar days shall be considered waived.

Step 3. If appealed, the written grievance shall be presented by the UNION and discussed with the EMPLOYER designated Step 3 representative. The EMPLOYER designated representative shall give the UNION the EMPLOYER'S answer in writing within ten (10) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3

may be appealed to Step 4 within ten (10) calendar days following the EMPLOYER designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the UNION within ten (10) calendar days shall be considered waived.

Step 4. If the grievance is still unsettled, the UNION may, within ten (10) calendar days after the reply of the Step 3 representative was due by written notice to the EMPLOYER, petition the Bureau of Mediation Services for assistance in settling through mediation. If either party determines during the mediation process that further mediation would serve no purpose, the UNION may, within ten (10) calendar days by written notice to the EMPLOYER, request arbitration of the dispute.

Step 5. A grievance unresolved in Step 4 and appealed in Step 5 shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971. Within fifteen (15) days after the written notice that the UNION has requested arbitration, the UNION will request that the BMS provide the parties with a panel of impartial arbitrators. Upon receipt of the panel of arbitrators, the EMPLOYER and the UNION's representatives will confer at a mutually agreeable time to select an arbitrator by alternately striking names from the BMS panel until only one name remains. The order in which the parties strike arbitrators shall be determined by a coin flip.

6.5 ARBITRATOR'S AUTHORITY

A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this AGREEMENT. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the EMPLOYER and the UNION, and shall have no authority to make a decision on any other issue not so submitted.

B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the EMPLOYER and the UNION and shall be based solely on the arbitrator's interpretation or application of the express terms of this AGREEMENT and to the facts of the grievance presented.

C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the UNION provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

6.6 WAIVER: If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the

EMPLOYER'S last answer. If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time limits, the UNION may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the EMPLOYER and the UNION.

6.7 CHOICE OF REMEDY: If, as a result of the EMPLOYER'S response in Step 4 the grievance remains unresolved, and if the grievance involves the suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 5 of ARTICLE 6 or a procedure such as: Civil Service, Veterans' Preference, or Fair Employment. If appealed to any procedure other than Step 5 of ARTICLE 6, the grievance is not subject to the arbitration procedure as provided in Step 5 of ARTICLE 6. The aggrieved employee shall indicate in writing which procedure is to be utilized--Step 5 of ARTICLE 6 or another appeal procedure -- and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 5 of ARTICLE 6. *Except with respect to statutes under the jurisdiction of the United States Equal Employment Opportunity Commission, an Employee pursuing a statutory remedy is not precluded from also pursuing an appeal under this grievance procedure.* If a court of competent jurisdiction rules contrary to Board of Governors, or if Board of Governors is judicially or legislatively overruled the italicized portion of this section will be deleted

ARTICLE 7 SENIORITY

7.1 The EMPLOYER shall establish a seniority list to include and rank, in order of highest to lowest seniority, all PERMANENT EMPLOYEES in the bargaining unit, which shall:

7.11 Be based upon the total length of continuous employment from the last date of hire, or other criteria if mutually agreed upon by the parties for certain instances where, the exact length of continuous employment cannot be determined; and

7.12 Be updated annually and posted in the Public Works and Highway Buildings and in each of the maintenance shops with a copy available to UNION representatives upon request.

7.2 Where all other job-relevant factors are equal, seniority shall determine the order of:

7.21 Lay-off, which shall be in inverse order of seniority within each classification, provided that an EMPLOYEE who is to be laid off and has served in another classification, where a vacancy is to be filled, may request appointment to such vacancy. Each such lay-off of less than six (6) days duration shall be in inverse order of seniority within each classification. Temporary and seasonal employees shall be laid off prior to permanent employees.

7.22 Recall from lay-off shall be in order of seniority, by registered mail, provided that recall from lay-off of less than six (6) days in duration shall be in order of seniority within each classification provided that if an EMPLOYEE does not return to work upon recall within five (5) days as directed by the EMPLOYER or on an extended date mutually acceptable to the EMPLOYEE and the EMPLOYER, he shall automatically have resigned his employment.

7.23 Promotions: Pursuant to Article18.

7.24 Transfers: Transfers by seniority amongst qualified applicants for the position. Qualifications shall be defined as the technical ability to operate all relevant equipment and other job-related factors beyond such technical ability. The needs of the Department may be considered when determining transfer applicants. If all qualifications are equal, the senior employee who applied must receive the transfer.

ARTICLE 8 DEFINITIONS

8.1 **UNION:** The International Union of Operating Engineers, Local No. 49.

8.2 **EMPLOYER:** County of Wright and its designated representative.

8.3 **UNION MEMBER:** A member of the Local No. 49.

8.4 **EMPLOYEE:** A member of the exclusively recognized bargaining unit.

8.5 **BASE PAY RATE:** The employee's hourly pay rate exclusive of any special allowances or premium pay.

8.6 **SENIORITY:** Length of compensated continuous service with the EMPLOYER.

8.7 **SEVERANCE PAY:** Payment made to an employee upon honorable termination of employment.

8.8 **OVERTIME:** Work performed at the express authorization of the EMPLOYER in excess of eight (8) hours per day or more than forty (40) hours per week and for all hours worked on Saturday, Sunday and holidays.

8.9 **CALL BACK:** Return of an employee to a specified work site to perform assigned duties at the express authorization of the EMPLOYER at a time other than an assigned shift. An extension of or early report to an assigned shift is not a call back.

8.10 **DAYS:** Unless otherwise indicated, this means working days.

8.11 **LAY-OFF:** Separation from service with the EMPLOYER, necessitated by lack of work, lack of funds or other reasons without reference to misconduct or other behavioral considerations.

8.12 **PROMOTION:** A change of an EMPLOYEE from a position of one work classification to a position in another work classification with more responsible duties and higher compensation.

8.13 **TRANSFER:** A change of an EMPLOYEE from one position to another position in the same work classification or to another work classification in the same compensation range, usually involving the performance of similar duties and requiring essentially the same basic qualifications.

8.14 **PROBATIONARY PERIOD:** The first twelve (12) months of service of newly hired, promoted, or rehired EMPLOYEES. Probationary employees will be eligible to use accrued PTO following the pay period in which it is accrued.

8.15 **LEAVE OF ABSENCE:** Compensated or non-compensated absence from assigned duties for reasons and duration stated in writing to the EMPLOYER to be granted only at the discretion of the EMPLOYER. An employee who has been employed for at least one (1) year and has worked for at least 1,250 hours in the twelve (12) month period immediately preceding the commencement of leave may be eligible for a leave of absence pursuant to the FMLA. The terms regarding such leave shall be governed by the provisions of the County's FMLA personnel policy and applicable State statutes.

8.16 **TEMPORARY EMPLOYEE:** An employee hired on a temporary basis to replace a regular employee who is on a leave of absence or who has been assigned to a special project. Temporary employee shall include a special project employee who is hired on a grant or other special project basis where the employee has little prospect for permanent employment. Such employees shall earn the salary rate set forth on the Salary Schedule and shall not receive any other benefits or seniority.

8.17 **SEASONAL EMPLOYEE:** An employee hired on a seasonal basis, for a period not to exceed one hundred twenty (120) workdays as designated by the Employer, in a position with little prospect for permanent employment. Such employees shall earn the salary rate set forth in the Salary Schedule and shall not receive any other benefits or seniority.

8.18 **RETIREMENT ELIGIBILITY**: Defined consistent with PERA retirement eligibility for annuity.

ARTICLE 9 SAVINGS CLAUSE

This AGREEMENT is subject to laws of the United States and the State of Minnesota. In the event any provision of this AGREEMENT shall be held to be contrary to law by a court or administrative agency of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, or is contrary to an administrative ruling or is in violation of legislation or administrative regulations, such provision shall be voided. All other provisions of this AGREEMENT shall continue in full force and effect. The voided provision may be negotiated at the request of either party.

ARTICLE 10 PROBATIONARY PERIOD

10.1 All newly hired, promoted or rehired EMPLOYEES will serve a twelve (12) month probationary period.

10.2 Seniority, PTO will accrue from the date of employment.

10.3 If the probationary period is unsuccessful, the EMPLOYEE may be dismissed at the sole discretion of the EMPLOYER.

ARTICLE 11 WORK SCHEDULES

11.1 The sole authority in work schedules is the EMPLOYER.

11.2 The normal workday shall be eight (8) hours.

11.3 The normal work week shall be forty (40) hours.

ARTICLE 12 WORK LOCATIONS

EMPLOYEES shall report to work locations within the county as assigned.

ARTICLE 13 OVERTIME

13.1 Overtime shall be all hours worked in excess of eight (8) hours per day or forty (40) hours per week, and for all hours worked on Saturday, Sunday and holidays. Hours associated with the use of compensatory time shall be excluded from the calculation of overtime eligibility. For the purposes of this Article, hours worked shall include hours designated as PTO.

13.2 Overtime for all EMPLOYEES shall be paid as it is earned on each regular payroll check, at the rate of time and one-half (l-l/2) the EMPLOYEE'S base pay rate. In lieu of overtime pay, employees may elect to accrue compensatory time up to 60 hours, non-renewable in the calendar year, subject to employer approval as to use. If an employee has not used his accrual and elects to be paid for the unused accrual in cash, he may do so provided:

- The request is in writing and submitted to the EMPLOYER by November 1st so that it can be processed through the payroll system by November 30th.
- Payout of the accrual is at the rate the compensatory time was earned, minus any required deductions.

13.3 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid more than once for the same hours worked, nor shall

compensation be paid more than once for the same hours worked under any other provision of this AGREEMENT.

13.4 No overtime shall be permitted except on permission and on orders from the EMPLOYER. EMPLOYEES may be assigned to overtime work at the discretion of the EMPLOYER. EMPLOYEES shall be required to work overtime unless excused by the EMPLOYER.

13.5 An EMPLOYEE who reports for work on a normally assigned work shift and is placed on lay-off status shall receive a minimum of two (2) hours' compensation.

ARTICLE 14 CALL BACK

14.1 An EMPLOYEE called in for work at a time other than his normal scheduled shift will be compensated for a minimum of two (2) hours' pay at one and one-half (1-1/2) times the EMPLOYEE'S base pay rate. An extension of or early report to an assigned shift is not a call back.

14.2 An early report shall be defined as a call-in three or less hours before the start of the scheduled shift. Specifically, Employees in an early report shall be compensated as follows:

- Two hours or more before the regular scheduled shift but less than three hours, two hours pay at time and one-half.
- Three hours or more before the regular scheduled shift, three hours pay at time and one-half.

ARTICLE 15 LEGAL DEFENSE

15.1 Employees involved in litigation because of negligence, ignorance of laws, non-observance of laws, or as a result of employee judgmental decision may not receive legal defense by the County.

15.2 Any employee who is charged with a traffic violation, ordinance violation or criminal offense arising from acts performed within the scope of his employment, when such act is performed in good faith and under direct order of his supervisor, shall be reimbursed for reasonable attorney's fees and court costs actually incurred by such EMPLOYEE in defending against such charge.

ARTICLE 16 RIGHT OF SUBCONTRACT

16.1 Nothing in this AGREEMENT shall prohibit or restrict the right of the EMPLOYER from subcontracting work performed by EMPLOYEES covered by this AGREEMENT.

16.2 In the event that the Employer determines to contract out or subcontract any work performed by employees covered by this Agreement, and such subcontracting or contracting out shall result in the layoff of current employees of the Employer, the Employer shall notify the Union when such determination is made, but in no case less than

fifteen (15) calendar days in advance of the implementation of such determination. During said period, the Employer shall meet and confer with the Union to discuss possible ways and means to minimize the impact on the unit.

ARTICLE 17 SAFETY

The EMPLOYER and the UNION agree to jointly promote safe and healthful working conditions, to cooperate in safety matters and to encourage EMPLOYEES to work in a same manner.

ARTICLE 18 JOB POSTING

18.1 The EMPLOYER and the UNION agree that permanent job vacancies within the designated bargaining unit shall be filled on the concept of promotion from within provided that applicants:

18.11 have the necessary qualifications to meet the standards of the job vacancy; and

18.12 have the ability to perform the duties and responsibilities of the job vacancy.

18.2 All promoted EMPLOYEES shall serve a twelve-month (12) probationary period. During the probationary period, a promoted EMPLOYEE may be replaced in the EMPLOYEE'S previous job classification if a vacancy exists, at the sole discretion of the EMPLOYER. In addition, an EMPLOYEE promoted to Highway Maintenance Worker II or Park and Natural Resources Technician II may request to be reassigned back to their previous job classification after a promotion during the probationary period Terminated or demoted employees will be given written reasons for termination or demotion. An employee returned to the previous job classification will also revert to his/her previous anniversary date.

18.3 The EMPLOYER has the right of final decision in the selection of EMPLOYEES to fill posted jobs.

18.4 Job vacancies within the designated bargaining unit will be posted for five (5) working days so that members of the bargaining unit can be considered for such vacancies.

ARTICLE 19 HOLIDAYS

19.1 All EMPLOYEES shall be granted leave of absence with regular pay on the following holidays:

New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4

Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Friday after Thanksgiving
Christmas Day	December 25

19.2 Should New Year's Day, Independence Day, Veterans' Day, or Christmas Day fall on a Saturday, the preceding Friday will be observed as the holiday. Should New Year's Day, Independence Day, Veterans Day, or Christmas Day fall on a Sunday, the following Monday shall be observed as the holiday.

19.3 An employee who is required to work on the holidays identified in Section 19.1 will be compensated at two (2) times their regular rate of pay for time worked on the actual holiday. This double-time compensation will not apply to time worked on the observed holiday if it is different from the actual holiday. EMPLOYEES who are required to work on an observed holiday that is different from the actual holiday will be compensated in accordance with Section 14.1.

19.4 Floating Holiday. In addition to the recognized holidays previously listed, eligible employees will receive 12 hours of floating holiday during the first pay period in each calendar year. Any unused floating holiday time will be forfeited at the end of the calendar year.

The following outlines the floating holiday accrual rate for new hires and the procedures for use of the floating holiday:

1. Pro-rated floating holiday for new full-time hires.

If Hired	Eligible to Receive (hrs.)
January – October	8
November	6
December	0

2. The floating holiday must be scheduled with prior approval of the employee's supervisor and can be scheduled only as a full day or half-day segments.
3. Floating holidays may be used during the first six months of employment; however, in the event an employee leaves County employment during that six-month period, the amount of time taken shall be paid back to the County.
4. Floating holidays which have not been used prior to an employee's termination date shall be forfeited.
5. Floating holidays are pro-rated for part-time employees.
6. Floating holiday hours may be used by an employee in 2-, 4-, or 8-hour time increments.

19.5 Eligibility Requirements. To qualify for a paid holiday, employees must work their scheduled workday before the holiday and the first scheduled workday following the holiday. Employees on prior approved paid absence as provided by this Agreement shall be considered to have worked the day before or after the holiday.

ARTICLE 20 PAID TIME OFF (PTO)

Employees will be provided paid time off in accordance with Wright County Personnel Policy 301.

20.1 **Holiday During Vacation Period**: If a holiday, as defined elsewhere in the Holiday Article, occurs during the calendar week in which PTO is taken by an employee, the employee shall not be charged vacation on the day of the holiday.

20.2 **Family and Medical Leave Act:** Employees shall be eligible for leaves of absence in accordance with the Federal Family Medical Leave Act and applicable state statutes and County policy as modified.

ARTICLE 21 INSURANCE (APPENDIX C)

21.1 Effective upon ratification of the collective bargaining agreement for the January 1, 2026, through December 31, 2028, time period, the County will provide three insurance plans:

a. Plan 4 ($1000 Deductible Plan & Dental)
The County will contribute up to a maximum of $1,180.00 towards single health and preventative dental coverage, and $2,178.00 towards family health and preventative dental coverage.

b. Plan 5 ($3000 Deductible Plan (With VEBA) & Dental)
- The County will contribute up to a maximum of $1,097.00 towards single health and preventative dental coverage, and $2,022.00 towards family health and preventative dental coverage.
- The County will make contributions to a VEBA account equivalent to the amount of $125.00 per month for single insurance coverage, and $250.00 a month for family insurance coverage.

c. Plan 6 ($4000 Deductible Plan (With HSA) & Dental)
- The County will contribute up to a maximum of $1,030.26 per month towards single health and preventative dental coverage, and $1,854.00 towards family health and preventative dental coverage.
- The County will make contributions to an HSA account equivalent to the amount of $166.66 per month for single insurance coverage, and $333.33 a month for family insurance coverage.

Effective for January 1, 2027, and January 1, 2028, the County and Union agree to reopen the Agreement regarding the amount of Employer contribution for health insurance premiums.

For the 2027 health insurance reopener, the County has agreed to cover a maximum of 70% of the health insurance premium increase.

21.2 Employees are eligible for health and preventive dental coverage the first day of the month following the date of hire.

21.3 In instances where spouses are employed by Wright County, both individuals shall receive an employer contribution toward one family policy covering eligible family members. Each family unit shall determine which employee shall be the policyholder. The policy holder shall be eligible to receive a County contribution equivalent to the dollar amount contributed toward family coverage. The employee who is considered a dependent of the policyholder shall be eligible for a County contribution equivalent to the dollar amount contributed toward single coverage. This single County contribution amount shall be applied towards the family policy of the policyholder.

21.4 Effective January 1, 2026, Employees will be provided life insurance in the amount of $40,000.

21.5 Affordable Care Act. In the event the health insurance provision of this Agreement fails to meet the requirements of the Affordable Care Act and its related regulations or cause the Employer to be subject to a penalty, tax or fine, the Union and the Employer will meet immediately to bargain over alternative provisions so as to comply with the Act and avoid and/or minimize any penalties, taxes or fines for the Employer.

21.6 EMPLOYEES shall be eligible for Minnesota Paid Leave (MPL), consistent with the terms outlined in Minn. Stat. Ch. 268B and Section 613 of the Wright County Personnel Policy Manual. The EMPLOYER will pay the statutorily required minimum share of the premium for the Minnesota Paid Family and Medical Leave as it may be amended. See, Minn. Stat. § 268B.14 (currently requiring a minimum 50% employer contribution as of contract effective date). The remaining employee premium share is payable through payroll deductions.

ARTICLE 22 DISCIPLINE

The EMPLOYER will discipline EMPLOYEES for just cause only.

ARTICLE 23 PROTECTIVE CLOTHING

23.1 The EMPLOYER will provide OSHA required protective clothing and equipment based on job duties.

23.2 The EMPLOYER will select and provide EMPLOYEES with uniforms (consisting of pants and shirts), uniform laundering, safety attire, PPE (which includes boots, gloves, and other required safety equipment) to the following positions:

1. Highway Maintenance Worker I and II
2. Sign Technician
3. Highway Tech I
4. Highway Tech II
5. Inventory Control Person
6. Survey Technician I
7. Survey Technician II
8. Survey Technician III
9. Automotive Mechanic
10. Diesel Mechanic
11. Park and Natural Resources Technician I and II
12. Parks Mechanic
13. Park and Recreation Maintenance Aide
14. Agriculture and Drainage Inspector
15. Agricultural and Drainage Coordinator

If a new position is created following the effective date of this Agreement, the County will maintain sole discretion as to whether to add the position to this list.

ARTICLE 24 PART-TIME EMPLOYEE BENEFITS

24.1 Part-time EMPLOYEES assigned by the EMPLOYER to work less than twenty (20) hours per week shall not be eligible for benefits under this AGREEMENT.

24.2 Part-time EMPLOYEES assigned by the EMPLOYER to work more than twenty (20) hours per week shall be eligible for pro-rated benefits under this AGREEMENT. Health insurance benefits for part-time EMPLOYEES shall be as provided by the contract between the EMPLOYER and its insurance carrier(s).

ARTICLE 25 PAID PARENTAL LEAVE

25.1 Effective January 1, 2023, EMPLOYEES shall be eligible for paid parental leave, consistent with the terms outlined in Section 612 of the Wright County Personnel Policy Manual.

ARTICLE 26 MATCHING 457(b) DEFERRED COMPENSATION CONTRIBUTION

26.1 Effective January 1, 2023, EMPLOYEES shall be eligible for a matching 457(b) deferred compensation contribution from the EMPLOYER, consistent with the terms outlined in Section 306.04 of the Wright County Personnel Policy Manual.

ARTICLE 27 WAIVER

27.1 Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this AGREEMENT, are hereby superseded.

27.2 The parties mutually acknowledge that during the negotiations which resulted in this AGREEMENT, each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this AGREEMENT for the stipulated duration of this AGREEMENT. The EMPLOYER and the UNION each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this AGREEMENT or with respect to any term or condition of employment not specifically referred to or covered by this AGREEMENT, even though such terms and conditions may not have been within the knowledge or contemplation of either or both parties at the time this contract was negotiated or executed.

ARTICLE 28 DURATION

This AGREEMENT shall be effective as of January 1, 2026, and shall remain in full force and effect until December 31, 2028. Either party shall have the right to give written notice to the other party at least ninety (90) days prior to January 1, 2029, of their desire to reopen for the purpose of negotiations and settlement of a new agreement.

FOR WRIGHT COUNTY

_____
Darek Vetsch, Chairperson
Wright County Board of Commissioners

_____
Greg Kryzer, County Administrator

Dated this _____ day of

_____, 2025

FOR I.U.O.E., LOCAL NO.49

_____
Ryan Davies
Business Manager

_____
Dan Revier
Business Representative

_____
Jeff Putnam
Local 49 Union Steward

Dated this _____ day of

_____, 2025

APPENDIX A

WAGES

Employees below the range maximum will be eligible for range movement as shown below effective on the employee's anniversary date in job classification. In no event will an employee's wage exceed the maximum of the salary range.

Year	Range Movement
2026	4.0%
2027	3.5%
2028	3.25%

In addition, employees will be granted a 2.5% general wage increase on January 1, 2026. On January 1, 2027, employees will be granted a 3.0% general wage increase. On January 1, 2028, employees will be granted a 2.5% general wage increase. The salary ranges will increase pursuant to the general wage increase that is approved each year pursuant to the collective bargaining agreement at the minimum and maximum of the range.

An employee, who is promoted to a new position at a higher-grade level, shall receive a pay adjustment that is a salary increase of 4% over the employee's base pay or the minimum of the new salary range, whichever is greater. At the sole discretion of the employer, the County Administrator and/or Human Resources Director may approve a pay adjustment that is a salary increase of up to and including 12% over the employee's current base pay based on the applicant's education, experience, and labor market conditions. In no event can a promotional increase exceed the maximum of the new salary range.

APPENDIX A

2026-2028 GENERAL WAGE ADJUSTMENTS

Grade	Points for each Grade	Point Scale	Title	Union	E / NE Status	Dept	Job Code	2026 General Adjustment 2.5% Min	2026 General Adjustment 2.5% Max	2027 General Adjustment 3.0% Min	2027 General Adjustment 3.0% Max	2028 General Adjustment 2.5% Min	2028 General Adjustment 2.5% Max
2	125	101-140	Parks and Recreation Maintenance Aide	49ers	NE	Parks and Recreation	B003	$ 22.99	$ 32.65	$ 23.68	$ 33.63	$ 24.27	$ 34.47
	133		Recreation Specialist	49ers	NE	Parks and Recreation	B171	$ 22.99	$ 32.65	$ 23.68	$ 33.63	$ 24.27	$ 34.47
4	185	171-185	Survey Technician I	49ers	NE	Surveyor	B214	$ 25.35	$ 35.99	$ 26.11	$ 37.07	$ 26.76	$ 37.99
7	228	225-259	Agricultural & Drainage Inspector	49ers	NE	Parks and Recreation	B170	$ 29.34	$ 41.67	$ 30.22	$ 42.92	$ 30.97	$ 43.99
	230		Sign Technician/HW Maintenance Worker	49ers	NE	Highway	B182	$ 29.34	$ 41.67	$ 30.22	$ 42.92	$ 30.97	$ 43.99
	230		Highway Maintenance Worker	49ers	NE	Highway	B027	$ 29.34	$ 41.67	$ 30.22	$ 42.92	$ 30.97	$ 43.99
	233		Sign Technician	49ers	NE	Highway	B028	$ 29.34	$ 41.67	$ 30.22	$ 42.92	$ 30.97	$ 43.99
	233		Automotive Mechanic	49ers	NE	Highway	B029	$ 29.34	$ 41.67	$ 30.22	$ 42.92	$ 30.97	$ 43.99
	233		Parks Mechanic	49ers	NE	Parks and Recreation	B030	$ 29.34	$ 41.67	$ 30.22	$ 42.92	$ 30.97	$ 43.99
	235		Parks & Natural Resources Technician	49ers	NE	Parks and Recreation	B031	$ 29.34	$ 41.67	$ 30.22	$ 42.92	$ 30.97	$ 43.99
	240		GIS Specialist	49ers	NE	Project Administration	B035	$ 29.34	$ 41.67	$ 30.22	$ 42.92	$ 30.97	$ 43.99
	243		Permit Technician	49ers	NE	Highway	B037	$ 29.34	$ 41.67	$ 30.22	$ 42.92	$ 30.97	$ 43.99
	245		Highway Technician I	49ers	NE	Highway	B038	$ 29.34	$ 41.67	$ 30.22	$ 42.92	$ 30.97	$ 43.99
	250		Inventory Control Person	49ers	NE	Highway	B042	$ 29.34	$ 41.67	$ 30.22	$ 42.92	$ 30.97	$ 43.99
	250		Agricultural and Drainage Coordinator	49ers	NE	Parks and Recreation	B226	$ 29.34	$ 41.67	$ 30.22	$ 42.92	$ 30.97	$ 43.99
	253		Highway Design Technician	49ers	NE	Highway	B046	$ 29.34	$ 41.67	$ 30.22	$ 42.92	$ 30.97	$ 43.99
8	265	260-287	Highway Maintenance Worker II	49ers	NE	Highway	TBD	$ 30.81	$ 43.75	$ 31.73	$ 45.06	$ 32.52	$ 46.19
	267		Parks & Natural Resources Technician II	49ers	NE	Parks and Recreation	TBD	$ 30.81	$ 43.75	$ 31.73	$ 45.06	$ 32.52	$ 46.19
	270		Lead Parks Mechanic	49ers	NE	Parks and Recreation	B205	$ 30.81	$ 43.75	$ 31.73	$ 45.06	$ 32.52	$ 46.19
	273		Survey Technician II	49ers	NE	Surveyor	B053	$ 30.81	$ 43.75	$ 31.73	$ 45.06	$ 32.52	$ 46.19
	275		Diesel Mechanic	49ers	NE	Surveyor	B053	$ 30.81	$ 43.75	$ 31.73	$ 45.06	$ 32.52	$ 46.19
	281		Highway Technician II	49ers	NE	Highway	B057	$ 30.81	$ 43.75	$ 31.73	$ 45.06	$ 32.52	$ 46.19
10	303	300-329	GIS Analyst	49ers	NE	Project Administration	B064	$ 33.97	$ 48.23	$ 34.99	$ 49.68	$ 35.86	$ 50.92
	325		Survey Technician III	49ers	NE	Surveyor	B078	$ 33.97	$ 48.23	$ 34.99	$ 49.68	$ 35.86	$ 50.92

APPENDIX B

HIGHWAY TECHNICIAN PROMOTIONAL PROCESS

The promotional process for moving from a Highway Tech I to Highway Tech II shall be as follows:

To be eligible to move from a Highway Tech I classification to a Highway Tech II classification an employee must have a minimum of six years of continuous technical on-the-job experience and meet the requirements stated under items 1-3 below:

1. PROJECT EXPERIENCE

   The employee must have been the Lead inspector on at least two (2) major Highway improvement contracts (i.e., grading contract, bituminous overlay, bridge construction contracts).

2. EDUCATION/CERTIFICATION:

   The employee will be required to attend certification courses as directed by the employer. The employer will attempt to train all technicians in the categories (A-D). An employee must have obtained certification in areas A-D listed below:
   A. Bituminous Street
   B. Concrete Field
   C. Grading and Base 1 & 2
   D. Erosion/Storm Water Control

3. ON THE JOB PERFORMANCE

   The employee must demonstrate the ability to perform all tasks as described in the Highway Tech II job description, and the employee must have performed in their current position at a minimum of "meets expectations" level for at least the last two years. Upon the promotion of the employee, the employee would serve a probationary period in accordance with Article 10 of the current union contract. If the probationary period is unsuccessful, the employee would return to their previous job classification.

APPENDIX C

2026 EMPLOYER AND EMPLOYEE CONTRIBUTIONS FOR HEALTH AND PREVENTATIVE DENTAL INSURANCE PREMIUMS

2026 Plan Year: January 1-December 31, 2026
Medica Plans 4, 5, and 6 and Health Partners Dental

2026 Rates and Contribution Rates (Medica Health and HP Dental)

Union Insurance and Contribution Rates for Settled Collective Bargaining Agreements in 2026

	Monthly Employee Cost	Annual Employee Cost	Max Out of Pocket	Total Veba/HSA Contribution	*Employee Maximum Out of Pocket Liability
Family					
Family Plan 4 - $1000 Ded	**$303.76**	$3,645.12	$4,000.00		$7,645.12
Family Plan 5 - $3000 Ded/VEBA	**$279.85**	$3,358.20	$6,000.00	-$3,000.00	$6,358.20
Family Plan 6 - $4000 Ded/HSA	**$256.21**	$3,074.52	$8,000.00	-$3,999.96	$7,074.56
Single					
Single Plan 4 - $1000 Ded	**$33.93**	$407.16	$2,000.00		$2,407.16
Single Plan 5 - $3000 Ded/VEBA	**$27.99**	$335.88	$3,000.00	-$1,500.00	$1,835.88
Single Plan 6 - $4000 Ded/HSA	**$0.00**	$0.00	$4,000.00	-$1,999.92	$2,000.08

***includes premium and out of pocket expenses**

Monthly Premium Cost (health/dental)	2026 Monthly Premiums	2026 Proposed County Contribution	Projected Employee Cost	2026-2025 Premium Difference	% Covered by Wright County
Family Plan 4 - $1000 Ded	$2,481.76	$2,178.00	**$303.76**	$300.11	**88%**
Family Plan 5 - $3000 Ded/VEBA	$2,301.85	$2,022.00	**$279.85**	$278.02	**88%**
Family Plan 6 - $4000 Ded/HSA	$2,110.21	$1,854.00	**$256.21**	$254.48	**88%**
Single Plan 4 - $1000 Ded	$1,213.93	$1,180.00	**$33.93**	$147.62	**97%**
Single Plan 5 - $3000 Ded/VEBA	$1,124.99	$1,097.00	**$27.99**	$136.70	**98%**
*Single Plan 6 - $4000 Ded/HSA	$1,030.26	$1,030.26	**$0.00**	$125.06	**100%**

WRIGHT COUNTY
MINNESOTA

Agenda Item

Destination and Workflow

Meeting Type: *
Board Meeting

Requestor Name
Schawn Johnson

Requestor Title
Human Resources Director

Department (please use dropdown to select department) *
HUMAN RESOURCES

Target Meeting Date *
12/16/2025 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
SPJ8450

Item Details

Board Action Requested (this is what will appear on the Agenda) *
Approve and Authorize Signatures on the Collective Bargaining Agreement and Memorandum of Agreements with the Assistant Wright County Attorneys Association for the 2026-2028 Calendar Years

Short Title (what will appear on Agenda outline - 250 character max.) *
Approve and Authorize Signatures on the Collective Bargaining Agreement and Memorandum of Agreements with the Assistant Wright County Attorneys Association for the 2026-2028 Calendar Years

Value Stream the request primarily aligns with:
Develop County Infrastructure

Briefly describe how the request aligns with the selected value stream.
County Board approval of the new 2026-28 collective bargaining agreement and Memorandum of Agreements (MOA's) with the Assistant Wright County Attorneys Association.

Describe the impact on staffing resources.
Promotes and enhances on-going working relationships between the County and the Assistant Wright County Attorneys Association.

Fiscal Impact:
The proposed expenses from the collective bargaining agreement are covered in the 2026 Wright County budget and future expenses will be addressed in the 2027 and 2028 Wright County budgets.

Background/Justification:
For County Board review, please find attached the 2026-28 collective bargaining agreement between Wright County and the Assistant Wright County Attorneys Association. A clean copy and a red-lined copy of the proposed collective bargaining agreement are attached. The proposed language changes to the 2026-28 collective bargaining agreement are identified in red. Also, for County Board review are MOA's addressing the implementation of the County's new compensation and classification plan in 2026, Asst Attorneys wage study in 2026, and the 2026-2028 Assistant Attorneys side letter.

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. (5)

Document Name	Attachment Type
2026-28 Asst Attys CBA.pdf	Attachment
2026-28 Asst Attys CBA- Redlned.pdf	Attachment
Asst Attys-Side Letter (2026-28).pdf	Attachment
Asst Atty's-Wage Study MOA.pdf	Attachment
Asst Atty's-Comp Implement MOA.pdf	Attachment

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision
Approved

Notes

Finance Review

Finance Decision
Approved

Notes

County Administrator Review

County Administrator Decision

Notes

WRIGHT COUNTY
MINNESOTA

ADMINISTRATION

MEMO

Date: December 2, 2025

To: Scott Sandberg, Assistant Wright County Attorney's Association

From: Greg Kryzer, County Administrator GTK

In conjunction with the negotiation of the 2026 – 2028 Collective Bargaining Agreement for the Assistant Wright County Attorneys Association, this is to confirm the parties understanding regarding the following:

1. The parties will continue the flex time work arrangement that exists in the County Attorney's Office.

2. The County will continue the current practice with respect to attorney license fees and authorized training in accordant with the existing policy in the County Attorney's Office.

3. In the event the County elects to employ part-time Assistant County Attorneys, the parties will discuss the terms and conditions of employment.

CC: Wright County Board
John P. Edison, Labor Attorney
Brian Lutes, County Attorney

LABOR AGREEMENT

BETWEEN

ASSISTANT WRIGHT COUNTY ATTORNEY'S ASSOCIATION

AND

COUNTY OF WRIGHT

January 1, 2026, through December 31, 2028

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ARTICLE 1 - PURPOSE OF AGREEMENT

This Agreement is entered into between the County of Wright, hereinafter referred to as the Employer, and the Assistant Wright County Attorneys Association, hereinafter referred to as the Association.

It is the intent and purpose of this Agreement to:

1.1 Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application; and

1.2 Place in written form the parties' agreement upon terms and conditions of employment for the duration of this Agreement.

ARTICLE 2 - RECOGNITION

2.1 The Employer recognizes the Association as the exclusive representative of all employees in the classification of Assistant County Attorney working in the Wright County Attorney's Office, Buffalo, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, subd. 14, excluding supervisory, confidential, and all other employees.

2.2 In the event the Employer and the Association are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

2.3 No agreement covering the terms and conditions of employment made between the Association and the Employer shall be binding upon the Employer unless the witnessed signature of the Employer is affixed thereon.

ARTICLE 3 - DEFINITIONS

3.1 Association. Assistant Wright County Attorneys Association.

3.2 Association Member. A member of the Assistant Wright County Attorneys Association.

3.3 Employee. A member of the exclusively recognized bargaining unit.

3.4 Employer. The Wright County Board of Commissioners.

3.5 Department. The Wright County Attorney's Office.

3.6 Association Officer. Officer elected or appointed by the Assistant Wright County Attorneys Association.

3.7 Continuous Service. Unceasing service from last date of hire, including approved leaves of absence. An employee shall be given credit for prior continuous service upon return from layoff.

3.8 Days. Working days, unless otherwise indicated.

3.9 Promotion. A change of an employee from one work classification to a higher one with greater compensation, based upon experience, performance and abilities.

3.10 Probationary Period. The first twelve (12) months of service for a newly hired employee, rehired employee or promoted employee.

3.11 Leave of Absence. Compensated or non-compensated absences from assigned duties for reasons and duration stated in writing to the Employer to be granted only at the discretion of the Employer or the Employer's designated representative.

3.12 Layoff. A reduction in work force.

3.13 Seniority. Seniority shall be determined as the length of continuous service as a licensed attorney within the County Attorney's Office.

ARTICLE 4 - EMPLOYER SECURITY

4.1 The Association agrees that during the life of this Agreement the Association will not cause, encourage, participate in or support any strike, slow-down or other interruption of or interference with the normal functions of the Employer.

ARTICLE 5 - EMPLOYER AUTHORITY

5.1 The Employer retains the full and unrestricted right to operate and manage all staff, facilities and equipment; to establish functions and programs; to set and amend budgets; to determine utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; to establish work schedules and to perform any inherent managerial functions not specifically limited by the Agreement.

5.2 The Employer may issue work rules. Work rules shall not conflict with the express terms of this Agreement.

ARTICLE 6 - ASSOCIATION SECURITY

6.1 The Employer shall deduct from the wages of employees who authorize such a deduction in writing an amount necessary to cover monthly Association dues. Such monies shall be remitted monthly to the designated representative of the Association.

6.2 The Association may designate employees from the bargaining unit to act as stewards and shall inform the Employer in writing of such choice and changes of stewards.

6.3 The Association agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of the article.

ARTICLE 7 - EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE

7.1 Definition of a Grievance. A grievance is defined as a dispute or disagreement as to the interpretation or application of a specific provision of this Agreement.

7.2 Association Representatives. The Employer shall recognize representatives designated by the Association as the grievance representatives for the bargaining unit. They shall have the duties and responsibilities established by this article. The Association shall notify the Employer of the names of such Association representatives and of their successors as provided by Article 6.2 of this Agreement.

7.3 Processing of a Grievance. It is recognized and accepted by the Association and the Employer that the processing of the grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and an Association representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours provided that the employee and the Association representative have notified and received the approval of the designated supervisor.

7.4 Procedure. Grievances, as defined by Section 7.1 shall be resolved in conformance with the following procedure.

Step 1. An employee claiming a violation concerning the interpretation or application of this Agreement shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the County Attorney. The County Attorney will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, the remedy requested and shall be appealed to Step 2 within ten (10) calendar days after the Employer's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Association within ten (10) calendar days shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by the Association and discussed with the Employer designated Step 2 representative. The Employer designated representative shall give the Association the Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Employer's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Association within ten (10) calendar days shall be considered waived.

Step 3. If appealed, the written grievance shall be presented by the Association and discussed with the Employer designated Step 3 representative. The Employer designated representative shall give the Association the Employer's answer in writing within ten (10) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within fifteen (15) calendar days following the Employer designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the Association within fifteen (15) calendar days shall be considered waived. Subject to mutual agreement by both parties mediation may be held prior to Step 4 of the grievance procedure.

Step 4. A grievance unresolved in Step 4 and appealed in Step 5 shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971. Within fifteen (15) days after the written notice that the UNION has requested arbitration, the UNION will request that the BMS provide the parties with a panel of impartial arbitrators. Upon

receipt of the panel of arbitrators, the EMPLOYER and the UNION's representatives will confer at a mutually agreeable time to select an arbitrator by alternately striking names from the BMS panel until only one name remains. The order in which the parties strike arbitrators shall be determined by a coin flip.

7.5 Arbitrator's Authority.

A. The Arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the terms and conditions of this Agreement. The Arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Association and shall have no authority to make a decision on any other issue not so submitted.

B. The Arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of law, rules or regulations that have the force and effect of law. The Arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Association and shall be based solely on the Arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.

C. The fees and expenses for the Arbitrator's services and proceeding shall be borne equally by the Employer and the Association provided that each party shall be responsible for compensating its own representative and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the costs shall be shared equally.

7.6 Waiver. If a grievance is not presented within the time limits set forth, it shall be considered "waived." If a grievance is not appealed to the next step with the specific time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Association may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Employer and the Association in each step.

7.7 Choice of Remedy. If, as a result of the written Employer response in Step 3, the grievance remains unresolved and if the grievance involves the suspension,

demotion or discharge of employee, who has completed the required probationary period, the grievance may be appealed either to Step 4 of Article 7, or procedures such as Veterans' Preference, if by law they can appeal. If appealed to any procedure other than Step 4 of Article 7, the grievance is not subject to the arbitration procedures as provided in Step 4 of Article 7. The aggrieved employee shall indicate in writing which procedure is to be utilized-Step 4 of Article 7 or another appeal procedure-and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 4 of Article 7. A*Except with respect to statutes under the jurisdiction of the United States Equal Employment Opportunity Commission, an employee pursuing a statutory remedy is not precluded from also pursuing an appeal under the grievance procedure.*@ If a court of competent jurisdiction rules contrary to Board of Governors or if Board of Governors is judicially or legislatively overruled, the italicized portion of this section shall be deleted.

ARTICLE 8 - SAVINGS CLAUSE

8.1 This Agreement is subject to the laws of the United States and the State of Minnesota. In the event any provision of this Agreement shall be held contrary to law by a court or administrative agency of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, or is contrary to an administrative ruling or is in violation of legislation or administrative regulations, such provisions shall be voided. All other provisions of this Agreement shall continue in full force and effect. The voided provision may be renegotiated at the written request of either party.

ARTICLE 9 - SENIORITY

9.1 Seniority List. Full-time employees shall be placed on the seniority list. A seniority list effective January 1st, shall be submitted to the Association on January 10 of each year.

9.2 Initial Probationary Period. During the initial twelve (12) month probationary period, a newly hired or rehired employee may be discharged at the sole discretion of the Employer.

9.3 Layoff. A reduction of work force will be accomplished on the basis of inverse seniority. Employees shall be recalled from lay off on the basis of inverse seniority. An employee on lay off shall have an opportunity to return to work within two (2) years from the time of the employee's lay off before any new employee is hired. Any employee on layoff who is notified at the employee's last known address by registered mail to return to work and who fails to return within five (5) work days, shall be considered to be a voluntary termination.

9.4 Promotion. Promotions from Assistant County Attorney I to Assistant County Attorney II or Assistant County Attorney III shall be considered when necessary and appropriate for the orderly advancement of an employee and in the best interest of the Employer, upon recommendation by the County Attorney.

9.5 Promotion out of the Bargaining Unit. Employees who are promoted to a departmental position outside the bargaining unit shall have his/her seniority frozen. A promoted employee who seeks to return to the bargaining unit may do so if a position is available or he/she may elect to fill the next vacant position. A returning employee shall be placed on the salary schedule at a rate comparable to the rates he/she would have received had he/she remained in the bargaining unit.

9.6 Pay on Promotion. An employee, who is promoted to a new position at a higher grade level, shall receive a pay adjustment that is a salary increase of 4% over the current employee's base pay or the minimum of the new salary range, whichever is greater. At the sole discretion of the employer, the County ~~**Coordinator**~~ Administrator and /or Human Resources Director may approve a pay adjustment that is a salary increase of up to and including 12% over the employee's current base pay based on the applicant's education, experience, and labor market conditions. In no event can a promotional increase exceed the maximum of the new salary range.

ARTICLE 10 - DISCIPLINE

10.1 The Employer will discipline employees for just cause only. Discipline will be in one or more of the following forms:

a. Oral reprimand
b. Written reprimand
c. Suspension
d. Demotion
e. Discharge

10.2 Suspensions, demotions and discharges will be in written form.

10.3 Notices of suspension and notices of discharge, which are to become part of an employee's personnel file, shall be read and acknowledged by signature of the employee. Employees and the Association will receive a copy of such notices.

10.4 Employees will not be questioned concerning an investigation of a disciplinary action unless the employee has been given an opportunity to have an Association representative present at such questioning.

10.5 Grievances relative to this article shall be initiated by the Association in Step 2 of the grievance procedure under Article 7.

ARTICLE 11 - HOURS OF WORK

11.1 The sole authority in work schedules is the Employer. As professional employees, employees recognize their mission and responsibility to perform the work as necessary on behalf of the County.

11.2 Pay shall be based on an annual salary.

11.3 The Employer may, at its discretion, offer alternative work schedules.

ARTICLE 12 - INSURANCE

12.1 Effective upon the parties' ratification of the collective bargaining agreement for the January 1, 2026, through December 31, 2028, time period, the County will provide three insurance plans: (Appendix B)

a. Plan 4 ($1000 Deductible Plan & Dental)

The County will contribute up to a maximum of $1,180.00 towards single health and preventative dental coverage, and $2,178.00 towards family health and preventative dental coverage.

b. Plan 5 ($3000 Deductible Plan (With VEBA) & Dental)

- The County will contribute up to a maximum of $1,097.00 towards single health and preventative dental coverage, and $2,022.00 towards family health and preventative dental coverage.
- The County will make contributions to a VEBA account equivalent to the amount of $125.00 per month for single insurance coverage, and $250.00 a month for family insurance coverage.

c. Plan 6 ($4000 Deductible Plan (With HSA) & Dental)

- The County will contribute up to a maximum of $1,030.26 per month towards single health and preventative dental coverage, and $1,854.00 towards family health and preventative dental coverage.
- The County will make contributions to an HSA account equivalent to the amount of $166.66 per month for single insurance coverage, and $333.33 a month for family insurance coverage.

Effective for January 1, 2027, and January 1, 2028, the County and Union agree to reopen the Agreement regarding the amount of Employer contribution for health insurance

premiums. For the 2027 health insurance reopener, the County has agreed to cover a maximum of 70% of the health insurance premium increase.

12.2 Employees are eligible for health and preventive dental coverage the first day of the month following the date of hire.

12.3 In instances where spouses are employed by Wright County, both individuals shall receive an employer contribution toward one family policy covering eligible family members. Each family unit shall determine which employee shall be the policy holder. The policy holder shall be eligible to receive a county contribution equivalent to the dollar amount contributed toward family coverage. The employee who is considered a dependent of the policyholder shall be eligible for a County contribution equivalent to the dollar amount contributed toward single coverage. This single County contribution amount shall be applied towards the family policy of the policyholder.

12.4 Effective January 1, 2026, Employees will be provided life insurance in the amount of ~~$20,000~~ $40,000. ~~Employees will be provided short-term disability and long-term disability coverage in the amount of $100/month.~~

12.5 Affordable Care Act. In the event the health insurance provisions of this Agreement fail to meet the requirements of the Affordable Care Act and its related regulations or cause the Employer to be subject to a penalty, tax or fine, the Association and the Employer will meet immediately to bargain over alternative provisions so as to comply with the Act and avoid and/or minimize any penalties, taxes or fines for the Employer.

12.6 EMPLOYEES shall be eligible for Minnesota Paid Leave (MPL), consistent with the terms outlined in Minn. Stat. Chapter 268B and Section 613 of the Wright County Personnel Policy Manual, as may be amended. The EMPLOYER will pay the statutorily required minimum share of the premium for MPL as it may be amended. *See* Minn. Stat. § 268B.14 (currently requiring a minimum 50% employer contribution as of contract effective date). The remaining employee premium share is payable through payroll deductions.

ARTICLE 13 - HOLIDAYS

13.1 All employees shall be paid the following holidays:

New Year's Day	Martin Luther King Day
President's Day	Memorial Day
Independence Day	Juneteenth
Labor Day	Veterans Day
Thanksgiving Day	Day after Thanksgiving Day
Christmas Day	

~~Juneteenth-If and when the State of Minnesota adopts Juneteenth (June 19) as a recognized holiday, Juneteenth will be added to the list of recognized holidays in Article 13.~~

13.2 Holiday Pay. Eligible employees shall receive eight (8) hours pay for each of the holidays listed above on which they perform no work.

13.3 Observance. Whenever any of the holidays listed above fall on Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above fall on Sunday, the succeeding Monday shall be observed as the holiday.

13.4 Floating Holiday. In addition to the recognized holidays previously listed, eligible employees will receive 12 hours of floating holiday in each calendar year. Any unused floating holiday time will be forfeited at the end of the calendar year. The following outlines the accrual rate for new hires and the procedures for use of the floating holiday:

1. Pro-rated floating holidays for new full-time hires.

If Hired	Eligible to Receive (hrs)
January – October	8
November	6
December	0

2. The floating holiday must be scheduled with prior approval of the employee's supervisor and can be scheduled only as a full day or half-day segments.

3. Floating holidays may be used during the first six months of employment; however, in the event an employee leaves County employment during that six-month period, the amount of time taken shall be paid back to the County.

4. Floating holidays which have not been used prior to an employee's termination date shall be forfeited.

5. Floating holidays are pro-rated for part-time employees.

ARTICLE 14 PAID TIME OFF (PTO) AND SEVERANCE

Employees will be provided paid time off and severance pay in accordance with Wright County Personnel Policy 301.

14.1 **Holiday During PTO Period**: If a holiday, as defined elsewhere in the Holiday Article, occurs during the calendar week in which PTO is taken by an employee, the employee shall not be charged PTO on the day of the holiday.

14.2 **Family and Medical Leave Act:** Employees shall be eligible for leaves of absence in accordance with the Federal Family Medical Leave Act and applicable state statutes and County policy as modified.

ARTICLE 15 - BEREAVEMENT LEAVES

15.1 Up to three (3) days of paid bereavement leave shall be granted due to the death of an immediate family member, as defined in the County's Personnel Policy Manual.

ARTICLE 16 - LEAVE OF ABSENCE

16.1 General Conditions. Employees may be granted a leave of absence upon request of the employee at the sole discretion of the Employer. Employees who have been granted an approved leave shall be allowed to return to their former position and pay or position of comparable duties.

16.2 Employees shall be eligible for leaves of absence in accordance with the Federal Family Medical Leave Act, applicable State statutes and County policy.

ARTICLE 17 – PAID PARENTAL LEAVE

17.1 Effective January 1, 2023, employees shall be eligible for paid parental leave, consistent with the terms of Section 612 of the Wright County Personnel Policy Manual.

ARTICLE 18 - MATCHING 457(b) DEFERRED COMPENSATION CONTRIBUTION

18.1 Effective January 1, 2023, EMPLOYEES shall be eligible for a matching 457(b) deferred compensation contribution from the EMPLOYER, consistent with the terms outlined in Section 304.04 of the Wright County Personnel Policy Manual.

ARTICLE 19 - GENERAL PROVISIONS

19.1 Open Range Movement. The Employer shall, annually, on or before the employee's anniversary date, review each employee's performance to determine whether the employee's salary should be increased. Employees below the range maximum will be eligible for the following range movements effective on the employee's anniversary date in classification. ~~Employees below the range maximum will be eligible for range movement of 4.0% effective on the employee's anniversary date in classification.~~

Year	Range Movement
2026	4.0%
2027	3.5%
2028	3.25%

In no event will an employee's wage exceed the maximum of the salary range.

The County Attorney shall grant such an increase upon satisfactory performance. If a salary increase is not granted pursuant to this section, the Employer shall inform the employee of the reason in writing. The employee may grieve the decision.

In addition, employees will be granted a **2.5%** general wage increase on January 1, 2026. On January 1, 2027, employees will be granted a **3.0%** general wage increase. On January 1, 2028, employees will be granted a **2.5%** general wage increase. The salary ranges will increase pursuant to the general wage increase that is approved each year pursuant to the collective bargaining agreement at the minimum and maximum of the range.

The salary ranges will increase pursuant to the general wage increase that is approved each year pursuant to the collective bargaining agreement at the minimum and maximum of the range.

ARTICLE 20 - COMPENSATION

20.1 Salary Schedule. Employees shall be compensated in accordance with the salary schedules attached hereto as Appendix A.

ARTICLE 21 - WAIVER

21.1 Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment to the extent inconsistent with the provisions of this Agreement are hereby superseded.

21.2 The parties mutually acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this Agreement for the stipulated duration of this Agreement.

The Employer and Association each voluntarily and unqualifiedly waive the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this Agreement or with respect to any term or condition of employment not specifically referred to or covered by this Agreement, even though such terms or conditions may not have been within the knowledge or contemplation of either or both of the parties at the time this contract was negotiated or executed.

ARTICLE 22 - DURATION

22.1 This Agreement shall be effective as of January 1, 2026, and shall remain in full force and effect until December 31, 2028.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this _____ day of _____, 2025.

FOR WRIGHT COUNTY:

_____
Darek Vetsch, Wright County Board Chair

_____
Greg Kryzer, County Administrator

FOR ASSISTANT WRIGHT COUNTY ATTORNEYS ASSOCIATION:

_____
Union Steward

_____
Union Steward

_____
Union Steward

APPENDIX A-

2026-2028 Wages

Grade	Job Classification	Wage Range 2026		Wage Range 2027		Wage Range 2028	
		New Min Gen Adj 2.5%	New Max Gen Adj 2.5%	New Min Gen Adj 3.0%	New Max Gen Adj 3.0%	New Min Gen Adj 2.5%	New Max Gen Adj 2.5%
15	Attorney I	$43.35	$61.55	$44.65	$63.40	$45.76	$64.98
17	Attorney II	$47.80	$67.87	$49.23	$69.90	$50.46	$71.65
21	Attorney III	$58.09	$82.49	$59.83	$84.97	$61.33	$87.09

APPENDIX B

2026 Employer and Employee Contribution for Health and Preventative Dental Insurance Premiums
2026 Plan Year: January 1 - December 31, 2026

Medica Plans 4, 5 and 6 and Health Partners Dental

Employer Contribution and Employee Cost for Family Coverage

**Includes Health Partners preventive dental premium*

	Total Monthly Premium	Monthly County Contribution	Monthly Employee Cost	Monthly County VEBA/HSA Contribution	Total Monthly County Contribution
Family Plan 4- $1000 Ded	$2,481.76	$2,178.00	$303.76	$0.00	$2,178.00
Family Plan 5- $3000 Ded/VEBA	$2,301.85	$2,022.00	$279.85	$250.00	$2,272.00
Family Plan 6- $4000 Ded/HSA	$2,110.21	$1,854.00	$256.21	$333.33	$2,187.33

Employer Contribution and Employee Cost for Single Coverage

**Includes preventive dental premium*

	Total Monthly Premium	Monthly County Contribution	Monthly Employee Cost	Monthly County VEBA/HSA Contribution	Total Monthly County Contribution
Single Plan 4- $1000 Ded	$1,213.93	$1,180.00	$33.93	$0.00	$1,180.00
Single Plan 5- $3000 Ded/VEBA	$1,124.99	$1,097.00	$27.99	$125.00	$1,222.00
Single Plan 6- $4000 Ded/HSA	$1,030.26	$1,030.26	$0.00	$166.66	$1,196.92

MEMORANDUM OF AGREEMENT

This Agreement is entered into by and between Wright County ("County") and the Assistant Wright County Attorneys Association ("Association").

WHEREAS, the County and the Association recognize that the Attorney III classification functions within a highly specialized professional labor market that is materially distinct from the labor markets applicable to other County bargaining units; and

WHEREAS, Attorney III positions require bar licensure, advanced legal education, and professional prosecutorial experience that places these employees in direct competition with regional county attorney offices, statewide prosecutorial agencies, and private-sector legal employers; and

WHEREAS, external competitive forces have created leap-frogging conditions within the Attorney III classification that are not present in other County classifications or bargaining groups; and

WHEREAS, recent movements in the legal labor market have caused compensation misalignments specific to the Attorney III classification, prompting the need for a focused and classification-specific review; and

WHEREAS, the County and the Association agree that addressing this misalignment through a one-time corrective action is necessary to maintain competitive and equitable salary structures for licensed attorneys within the County Attorney's Office; and

WHEREAS, the County has previously addressed specifically identified leap-frogging issues in the past on a one-time basis when warranted by unique and unusual circumstances specific to a particular position; and

WHEREAS, the parties further acknowledge that this one-time review and any resulting corrective pay adjustment are exclusive to the Attorney III classification and are not intended to establish precedent or create any expectation of similar review, analysis, or adjustment for any other bargaining unit or County classification;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. The County agrees to conduct an internal study of the Attorney III classification for the purpose of identifying leap-frogging concerns unique to this group.

2. Upon completion of the review, the County's designee will present its findings to the County Attorney and the County Administrator for evaluation and determination of next steps.

3. Based on the findings of the review, the County Attorney and the County Administrator may jointly determine that a one-time corrective pay adjustment is warranted for specific

Attorney III employees specifically to address leap-frogging issues unique to the position. Any such adjustment may be up to fourteen percent (14%) above the employee's base pay as of January 1, 2026. The study and any approved adjustment shall be implemented no later than May 1, 2026.

4. This review and any resulting adjustment apply exclusively to employees in the Attorney III classification. Nothing in this Agreement shall be interpreted to create an obligation, expectation, or entitlement for similar study or pay adjustment for any other bargaining unit or County employee classification. The parties agree that this Agreement is non-precedent-setting and is not intended to alter or expand the interpretation of any existing contractual provisions in this or any other bargaining agreement. The parties further agree that nothing in this Agreement will be deemed to constitute any kind of binding precedent or past practice.

5. This Agreement shall sunset on May 1, 2026.

FOR THE COUNTY OF WRIGHT

County Board Chair _____ Date _____

County Administrator _____ Date _____

FOR THE WRIGHT COUNTY ASSISTANT COUNTY ATTORNEYS ASSOCIATION

Its Jennifer Busta 12/2/25
Date

MEMORANDUM OF AGREEMENT
REGARDING IMPLEMENTATION OF NEW
COMPENSATION AND CLASSIFICATION PLAN

This Agreement is entered into by and between Wright County ("Wright County") and the Assistant Wright County Attorneys Association ("Association")

WHEREAS, the County will be using a new compensation and classification plan effective January 1, 2026;

WHEREAS, the Association agreed to the new compensation and classification plan during negotiations for a new collective bargaining agreement to take effect January 1, 2026 ("CBA");

WHEREAS, the parties agreed to a three-phase implementation of the new compensation and classification during negotiations for the CBA;

WHEREAS, the purpose of this Agreement is to memorialize the three-phase implementation of the new plan.

NOW, THEREFORE, the parties agree as follows:

1. The County will implement its new compensation and classification plan on January 1, 2026. The grading for positions in the bargaining unit represented by the Association, along with the new minimum and maximum hourly rate for each grade is attached as Exhibit A.

2. Effective January 1, 2026, individual employees will transition to the new compensation and classification plan in the following three phases:

   a. **Phase 1.** All employees who are paid an hourly rate under the minimum hourly wage of their assigned grade in the County's new compensation and classification plan will have their hourly rate increased to the minimum of the new salary range. Employees whose December 31, 2025 hourly rate is within the 2026 salary range for their assigned grade will not receive any hourly rate increase in Phase 1.

   b. **Phase 2.** After Phase 1 is completed, the County will apply a range position adjustment to employees who experienced a negative impact with respect to their range penetration percentage as a result of the Phase 1 implementation.

      - An employee's 2025 range penetration percentage will be calculated as follows: (December 31, 2025 Hourly Rate – 2025 Range Minimum) divided by (2025 Range Maximum – 2025 Range Minimum) multiplied by 100.

      - An employee's new range penetration percentage will be calculated as follows: (Hourly Rate After Phase 1 Implementation – New Range

Minimum) divided by (New Range Maximum – New Range Minimum) multiplied by 100.

If an employee experienced a reduction in their range penetration percentage when their 2025 range penetration is compared to their new range penetration, the County will provide a range penetration adjustment of up to six percent to bring them either back to or closer to their 2025 range penetration as illustrated in the following examples:

- An employee whose 2025 range penetration was 67 percent and whose new range penetration is 59 percent will receive a range penetration adjustment of six percent. The employee's hourly rate will be adjusted to reflect the amount that is 65 percent of new range.

- An employee whose 2025 range penetration was 88 percent and whose new range penetration is 84 percent will receive a range penetration adjustment of four percent. The employee's hourly rate will be adjusted to reflect the amount that is 88 percent of new range.

- An employee whose 2025 range penetration was zero percent and whose new range penetration is zero percent will receive no range penetration adjustment.

The Phase 2 range penetration adjustment for each employee will be the lesser of six percent or the percentage necessary to bring the employee back to the employee's 2025 range penetration percentage.

c. **Phase 3.** After Phase 2 is completed, the negotiated 2.5 percent general increase outlined in the CBA for 2026 wages will be applied to individual employees' hourly rates. The Phase 3 hourly rate will apply to hours worked effective January 1, 2026.

3. The parties agree that the transition of positions to the new compensation and classification plan will not be considered a position reclassification under Section 101 of the Wright County Personnel Policy Manual.

4. Individual employees will be separately eligible to receive range movement on their anniversary date as set forth in the CBA.

5. This Agreement represents the complete and total agreement between the parties regarding the three-phase implementation of the County's new compensation and classification plan.

6. This Agreement will expire and automatically sunset on December 31, 2028.

FOR THE COUNTY OF WRIGHT:

_____
Darek Vetsch
Commission Chair

_____
Greg Kryzer
County Administrator

Dated this ____ of _____, _____

ASSISTANT WRIGHT COUNTY ATTORNEYS ASSOCIATION ("ASSOCIATION"):

Jennifer Buske
Steward

Steward

Steward

Dated this ____ of _____ 2025

EXHIBIT A

2026 Minimum and Maximum Hourly Rates by Grade Compared to 2025 Rates.

Grade	Points for each Grade	Point Scale	Title	Union	E / NE Status	Dept	Job Code	2026 Proposed Minimum	2026- Proposed Maximum	2025 Adopted Minimum	2025 Adopted Maximum
15	410	410-439	Attorney I	Atty Assoc	E	Attorney	B117	$ 42.29	$ 60.05	$ 37.99	$ 53.17
17	502	476-516	Attorney II	Atty Assoc	E	Attorney	B134	$ 46.63	$ 66.21	$ 45.23	$ 63.31
21	597	591-620	Attorney III	Atty Assoc	E	Attorney	B151	$ 56.67	$ 80.48	$ 53.87	$ 75.42

Note: *The 2026 rates referenced above are the rates that will be used for Phase 1 implementation prior to the application of the 2026 general adjustment as part of Phase 3.*

LABOR AGREEMENT

BETWEEN

ASSISTANT WRIGHT COUNTY ATTORNEY'S ASSOCIATION

AND

COUNTY OF WRIGHT

January 1, 2026, through December 31, 2028

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ARTICLE 1 - PURPOSE OF AGREEMENT

This Agreement is entered into between the County of Wright, hereinafter referred to as the Employer, and the Assistant Wright County Attorneys Association, hereinafter referred to as the Association.

It is the intent and purpose of this Agreement to:

1.1 Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application; and

1.2 Place in written form the parties' agreement upon terms and conditions of employment for the duration of this Agreement.

ARTICLE 2 - RECOGNITION

2.1 The Employer recognizes the Association as the exclusive representative of all employees in the classification of Assistant County Attorney working in the Wright County Attorney's Office, Buffalo, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, subd. 14, excluding supervisory, confidential, and all other employees.

2.2 In the event the Employer and the Association are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

2.3 No agreement covering the terms and conditions of employment made between the Association and the Employer shall be binding upon the Employer unless the witnessed signature of the Employer is affixed thereon.

ARTICLE 3 - DEFINITIONS

3.1 Association. Assistant Wright County Attorneys Association.

3.2 Association Member. A member of the Assistant Wright County Attorneys Association.

3.3 Employee. A member of the exclusively recognized bargaining unit.

3.4 Employer. The Wright County Board of Commissioners.

3.5 Department. The Wright County Attorney's Office.

3.6 Association Officer. Officer elected or appointed by the Assistant Wright County Attorneys Association.

3.7 Continuous Service. Unceasing service from last date of hire, including approved leaves of absence. An employee shall be given credit for prior continuous service upon return from layoff.

3.8 Days. Working days, unless otherwise indicated.

3.9 Promotion. A change of an employee from one work classification to a higher one with greater compensation, based upon experience, performance and abilities.

3.10 Probationary Period. The first twelve (12) months of service for a newly hired employee, rehired employee or promoted employee.

3.11 Leave of Absence. Compensated or non-compensated absences from assigned duties for reasons and duration stated in writing to the Employer to be granted only at the discretion of the Employer or the Employer's designated representative.

3.12 Layoff. A reduction in work force.

3.13 Seniority. Seniority shall be determined as the length of continuous service as a licensed attorney within the County Attorney's Office.

ARTICLE 4 - EMPLOYER SECURITY

4.1 The Association agrees that during the life of this Agreement the Association will not cause, encourage, participate in or support any strike, slow-down or other interruption of or interference with the normal functions of the Employer.

ARTICLE 5 - EMPLOYER AUTHORITY

5.1 The Employer retains the full and unrestricted right to operate and manage all staff, facilities and equipment; to establish functions and programs; to set and amend budgets; to determine utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; to establish work schedules and to perform any inherent managerial functions not specifically limited by the Agreement.

5.2 The Employer may issue work rules. Work rules shall not conflict with the express terms of this Agreement.

ARTICLE 6 - ASSOCIATION SECURITY

6.1 The Employer shall deduct from the wages of employees who authorize such a deduction in writing an amount necessary to cover monthly Association dues. Such monies shall be remitted monthly to the designated representative of the Association.

6.2 The Association may designate employees from the bargaining unit to act as stewards and shall inform the Employer in writing of such choice and changes of stewards.

6.3 The Association agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of the article.

ARTICLE 7 - EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE

7.1 Definition of a Grievance. A grievance is defined as a dispute or disagreement as to the interpretation or application of a specific provision of this Agreement.

7.2 Association Representatives. The Employer shall recognize representatives designated by the Association as the grievance representatives for the bargaining unit. They shall have the duties and responsibilities established by this article. The Association shall notify the Employer of the names of such Association representatives and of their successors as provided by Article 6.2 of this Agreement.

7.3 Processing of a Grievance. It is recognized and accepted by the Association and the Employer that the processing of the grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and an Association representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours provided that the employee and the Association representative have notified and received the approval of the designated supervisor.

7.4 Procedure. Grievances, as defined by Section 7.1 shall be resolved in conformance with the following procedure.

Step 1. An employee claiming a violation concerning the interpretation or application of this Agreement shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the County Attorney. The County Attorney will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, the remedy requested and shall be appealed to Step 2 within ten (10) calendar days after the Employer's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Association within ten (10) calendar days shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by the Association and discussed with the Employer designated Step 2 representative. The Employer designated representative shall give the Association the Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Employer's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Association within ten (10) calendar days shall be considered waived.

Step 3. If appealed, the written grievance shall be presented by the Association and discussed with the Employer designated Step 3 representative. The Employer designated representative shall give the Association the Employer's answer in writing within ten (10) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within fifteen (15) calendar days following the Employer designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the Association within fifteen (15) calendar days shall be considered waived. Subject to mutual agreement by both parties mediation may be held prior to Step 4 of the grievance procedure.

Step 4. A grievance unresolved in Step 4 and appealed in Step 5 shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971. Within fifteen (15) days after the written notice that the UNION has requested arbitration, the UNION will request that the BMS provide the parties with a panel of impartial arbitrators. Upon receipt of the panel of arbitrators, the EMPLOYER and the UNION's representatives will confer at a mutually agreeable time to select an arbitrator by alternately striking names from the BMS panel until only one

name remains. The order in which the parties strike arbitrators shall be determined by a coin flip.

7.5 Arbitrator's Authority.

A. The Arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the terms and conditions of this Agreement. The Arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Association and shall have no authority to make a decision on any other issue not so submitted.

B. The Arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of law, rules or regulations that have the force and effect of law. The Arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Association and shall be based solely on the Arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.

C. The fees and expenses for the Arbitrator's services and proceeding shall be borne equally by the Employer and the Association provided that each party shall be responsible for compensating its own representative and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the costs shall be shared equally.

7.6 Waiver. If a grievance is not presented within the time limits set forth, it shall be considered "waived." If a grievance is not appealed to the next step with the specific time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Association may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Employer and the Association in each step.

7.7 Choice of Remedy. If, as a result of the written Employer response in Step 3, the grievance remains unresolved and if the grievance involves the suspension, demotion or discharge of employee, who has completed the required probationary period, the grievance may be appealed either to Step 4 of Article 7, or procedures such as Veterans' Preference, if by law they can appeal. If appealed to any

procedure other than Step 4 of Article 7, the grievance is not subject to the arbitration procedures as provided in Step 4 of Article 7. The aggrieved employee shall indicate in writing which procedure is to be utilized-Step 4 of Article 7 or another appeal procedure-and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 4 of Article 7. A*Except with respect to statutes under the jurisdiction of the United States Equal Employment Opportunity Commission, an employee pursuing a statutory remedy is not precluded from also pursuing an appeal under the grievance procedure.*@ If a court of competent jurisdiction rules contrary to Board of Governors or if Board of Governors is judicially or legislatively overruled, the italicized portion of this section shall be deleted.

ARTICLE 8 - SAVINGS CLAUSE

8.1 This Agreement is subject to the laws of the United States and the State of Minnesota. In the event any provision of this Agreement shall be held contrary to law by a court or administrative agency of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, or is contrary to an administrative ruling or is in violation of legislation or administrative regulations, such provisions shall be voided. All other provisions of this Agreement shall continue in full force and effect. The voided provision may be renegotiated at the written request of either party.

ARTICLE 9 - SENIORITY

9.1 Seniority List. Full-time employees shall be placed on the seniority list. A seniority list effective January 1st, shall be submitted to the Association on January 10 of each year.

9.2 Initial Probationary Period. During the initial twelve (12) month probationary period, a newly hired or rehired employee may be discharged at the sole discretion of the Employer.

9.3 Layoff. A reduction of work force will be accomplished on the basis of inverse seniority. Employees shall be recalled from lay off on the basis of inverse seniority. An employee on lay off shall have an opportunity to return to work within two (2) years from the time of the employee's lay off before any new employee is hired. Any employee on layoff who is notified at the employee's last known address by registered mail to return to work and who fails to return within five (5) work days, shall be considered to be a voluntary termination.

9.4 Promotion. Promotions from Assistant County Attorney I to Assistant County Attorney II or Assistant County Attorney III shall be considered when necessary and appropriate for the orderly advancement of an employee and in the best interest of the Employer, upon recommendation by the County Attorney.

9.5 Promotion out of the Bargaining Unit. Employees who are promoted to a departmental position outside the bargaining unit shall have his/her seniority frozen. A promoted employee who seeks to return to the bargaining unit may do so if a position is available or he/she may elect to fill the next vacant position. A returning employee shall be placed on the salary schedule at a rate comparable to the rates he/she would have received had he/she remained in the bargaining unit.

9.6 Pay on Promotion. An employee, who is promoted to a new position at a higher grade level, shall receive a pay adjustment that is a salary increase of 4% over the current employee's base pay or the minimum of the new salary range, whichever is greater. At the sole discretion of the employer, the County Administrator and /or Human Resources Director may approve a pay adjustment that is a salary increase of up to and including 12% over the employee's current base pay based on the applicant's education, experience, and labor market conditions. In no event can a promotional increase exceed the maximum of the new salary range.

ARTICLE 10 - DISCIPLINE

10.1 The Employer will discipline employees for just cause only. Discipline will be in one or more of the following forms:

a. Oral reprimand
b. Written reprimand
c. Suspension
d. Demotion
e. Discharge

10.2 Suspensions, demotions and discharges will be in written form.

10.3 Notices of suspension and notices of discharge, which are to become part of an employee's personnel file, shall be read and acknowledged by signature of the employee. Employees and the Association will receive a copy of such notices.

10.4 Employees will not be questioned concerning an investigation of a disciplinary action unless the employee has been given an opportunity to have an Association representative present at such questioning.

10.5 Grievances relative to this article shall be initiated by the Association in Step 2 of the grievance procedure under Article 7.

ARTICLE 11 - HOURS OF WORK

11.1 The sole authority in work schedules is the Employer. As professional employees, employees recognize their mission and responsibility to perform the work as necessary on behalf of the County.

11.2 Pay shall be based on an annual salary.

11.3 The Employer may, at its discretion, offer alternative work schedules.

ARTICLE 12 - INSURANCE

12.1 Effective upon the parties' ratification of the collective bargaining agreement for the January 1, 2026, through December 31, 2028, time period, the County will provide three insurance plans: (Appendix B)

a. Plan 4 ($1000 Deductible Plan & Dental)

The County will contribute up to a maximum of $1,180.00 towards single health and preventative dental coverage, and $2,178.00 towards family health and preventative dental coverage.

b. Plan 5 ($3000 Deductible Plan (With VEBA) & Dental)

- The County will contribute up to a maximum of $1,097.00 towards single health and preventative dental coverage, and $2,022.00 towards family health and preventative dental coverage.
- The County will make contributions to a VEBA account equivalent to the amount of $125.00 per month for single insurance coverage, and $250.00 a month for family insurance coverage.

c. Plan 6 ($4000 Deductible Plan (With HSA) & Dental)

- The County will contribute up to a maximum of $1,030.26 per month towards single health and preventative dental coverage, and $1,854.00 towards family health and preventative dental coverage.
- The County will make contributions to an HSA account equivalent to the amount of $166.66 per month for single insurance coverage, and $333.33 a month for family insurance coverage.

Effective for January 1, 2027, and January 1, 2028, the County and Union agree to reopen the Agreement regarding the amount of Employer contribution for health insurance premiums. For the 2027 health insurance reopener, the County has agreed to cover a maximum of 70% of the health insurance premium increase.

12.2 Employees are eligible for health and preventive dental coverage the first day of

the month following the date of hire.

12.3 In instances where spouses are employed by Wright County, both individuals shall receive an employer contribution toward one family policy covering eligible family members. Each family unit shall determine which employee shall be the policy holder. The policy holder shall be eligible to receive a county contribution equivalent to the dollar amount contributed toward family coverage. The employee who is considered a dependent of the policyholder shall be eligible for a County contribution equivalent to the dollar amount contributed toward single coverage. This single County contribution amount shall be applied towards the family policy of the policyholder.

12.4 Effective January 1, 2026, Employees will be provided life insurance in the amount of $40,000.

12.5 Affordable Care Act. In the event the health insurance provisions of this Agreement fail to meet the requirements of the Affordable Care Act and its related regulations or cause the Employer to be subject to a penalty, tax or fine, the Association and the Employer will meet immediately to bargain over alternative provisions so as to comply with the Act and avoid and/or minimize any penalties, taxes or fines for the Employer.

12.6 EMPLOYEES shall be eligible for Minnesota Paid Leave (MPL), consistent with the terms outlined in Minn. Stat. Chapter 268B and Section 613 of the Wright County Personnel Policy Manual, as may be amended. The EMPLOYER will pay the statutorily required minimum share of the premium for MPL as it may be amended. *See* Minn. Stat. § 268B.14 (currently requiring a minimum 50% employer contribution as of contract effective date). The remaining employee premium share is payable through payroll deductions.

ARTICLE 13 - HOLIDAYS

13.1 All employees shall be paid the following holidays:

New Year's Day	Martin Luther King Day
President's Day	Memorial Day
Independence Day	Juneteenth
Labor Day	Veterans Day
Thanksgiving Day	Day after Thanksgiving Day
Christmas Day	

13.2 Holiday Pay. Eligible employees shall receive eight (8) hours pay for each of the holidays listed above on which they perform no work.

13.3 Observance. Whenever any of the holidays listed above fall on Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above fall on Sunday, the succeeding Monday shall be observed as the holiday.

13.4 Floating Holiday. In addition to the recognized holidays previously listed, eligible employees will receive 12 hours of floating holiday in each calendar year. Any unused floating holiday time will be forfeited at the end of the calendar year. The following outlines the accrual rate for new hires and the procedures for use of the floating holiday:

1. Pro-rated floating holidays for new full-time hires.

If Hired	Eligible to Receive (hrs)
January – October	8
November	6
December	0

2. The floating holiday must be scheduled with prior approval of the employee's supervisor and can be scheduled only as a full day or half-day segments.

3. Floating holidays may be used during the first six months of employment; however, in the event an employee leaves County employment during that six-month period, the amount of time taken shall be paid back to the County.

4. Floating holidays which have not been used prior to an employee's termination date shall be forfeited.

5. Floating holidays are pro-rated for part-time employees.

ARTICLE 14 PAID TIME OFF (PTO) AND SEVERANCE

Employees will be provided paid time off and severance pay in accordance with Wright County Personnel Policy 301.

14.1 **Holiday During PTO Period**: If a holiday, as defined elsewhere in the Holiday Article, occurs during the calendar week in which PTO is taken by an employee, the employee shall not be charged PTO on the day of the holiday.

14.2 **Family and Medical Leave Act:** Employees shall be eligible for leaves of absence in accordance with the Federal Family Medical Leave Act and applicable state statutes and County policy as modified.

ARTICLE 15 - BEREAVEMENT LEAVES

15.1 Up to three (3) days of paid bereavement leave shall be granted due to the death of an immediate family member, as defined in the County's Personnel Policy Manual.

ARTICLE 16 - LEAVE OF ABSENCE

16.1 General Conditions. Employees may be granted a leave of absence upon request of the employee at the sole discretion of the Employer. Employees who have been granted an approved leave shall be allowed to return to their former position and pay or position of comparable duties.

16.2 Employees shall be eligible for leaves of absence in accordance with the Federal Family Medical Leave Act, applicable State statutes and County policy.

ARTICLE 17 – PAID PARENTAL LEAVE

17.1 Effective January 1, 2023, employees shall be eligible for paid parental leave, consistent with the terms of Section 612 of the Wright County Personnel Policy Manual.

ARTICLE 18 - MATCHING 457(b) DEFERRED COMPENSATION CONTRIBUTION

18.1 Effective January 1, 2023, EMPLOYEES shall be eligible for a matching 457(b) deferred compensation contribution from the EMPLOYER, consistent with the terms outlined in Section 304.04 of the Wright County Personnel Policy Manual.

ARTICLE 19 - GENERAL PROVISIONS

19.1 Open Range Movement. The Employer shall, annually, on or before the employee's anniversary date, review each employee's performance to determine whether the employee's salary should be increased. Employees below the range maximum will be eligible for the following range movements effective on the employee's anniversary date in classification.

Year	Range Movement
2026	4.0%
2027	3.5%
2028	3.25%

In no event will an employee's wage exceed the maximum of the salary range.

The County Attorney shall grant such an increase upon satisfactory performance. If a salary increase is not granted pursuant to this section, the Employer shall inform the employee of the reason in writing. The employee may grieve the decision.

In addition, employees will be granted a **2.5%** general wage increase on January 1, 2026. On January 1, 2027, employees will be granted a **3.0%** general wage increase. On January 1, 2028, employees will be granted a **2.5%** general wage increase. The salary ranges will increase pursuant to the general wage increase that is approved each year pursuant to the collective bargaining agreement at the minimum and maximum of the range.

The salary ranges will increase pursuant to the general wage increase that is approved each year pursuant to the collective bargaining agreement at the minimum and maximum of the range.

ARTICLE 20 - COMPENSATION

20.1 Salary Schedule. Employees shall be compensated in accordance with the salary schedules attached hereto as Appendix A.

ARTICLE 21 - WAIVER

21.1 Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment to the extent inconsistent with the provisions of this Agreement are hereby superseded.

21.2 The parties mutually acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this Agreement for the stipulated duration of this Agreement. The Employer and Association each voluntarily and unqualifiedly waive the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this Agreement or with respect to any term or condition of employment not specifically referred to or covered by this Agreement, even though such terms or conditions may not have been within the knowledge or contemplation of either or both of the parties at the time this contract was negotiated or executed.

ARTICLE 22 - DURATION

22.1 This Agreement shall be effective as of January 1, 2026, and shall remain in full force and effect until December 31, 2028.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this _____ day of _____, 2025.

FOR WRIGHT COUNTY:

_____
Darek Vetsch, Wright County Board Chair

_____
Greg Kryzer, County Administrator

FOR ASSISTANT WRIGHT COUNTY ATTORNEYS ASSOCIATION:

Jennifer Buske
Union Steward

_____
Union Steward

_____
Union Steward

APPENDIX A-

2026-2028 Wages

Grade	Job Classification	Wage Range 2026		Wage Range 2027		Wage Range 2028	
		New Min Gen Adj 2.5%	New Max Gen Adj 2.5%	New Min Gen Adj 3.0%	New Max Gen Adj 3.0%	New Min Gen Adj 2.5%	New Max Gen Adj 2.5%
15	Attorney I	$43.35	$61.55	$44.65	$63.40	$45.76	$64.98
17	Attorney II	$47.80	$67.87	$49.23	$69.90	$50.46	$71.65
21	Attorney III	$58.09	$82.49	$59.83	$84.97	$61.33	$87.09

APPENDIX B

2026 Employer and Employee Contribution for Health and Preventative Dental Insurance Premiums
2026 Plan Year: January 1 - December 31, 2026

Medica Plans 4, 5 and 6 and Health Partners Dental

Employer Contribution and Employee Cost for Family Coverage
**includes Health Partners prevantive dental premium*

	Total Monthly Premium	Monthly County Contribution	Monthly Employee Cost	Monthly County VEBA Contribution	Total Monthly County Contribution
Family Plan 4	$2,481.76	$2,178.00	**$303.76**	$0.00	**$2,178.00**
Family Plan 5	$2,301.85	$2,022.00	**$279.85**	$250.00	**$2,272.00**
Family Plan 6	$2,110.21	$1,854.00	**$256.21**	$333.33	**$2,187.33**

Employer Contribution and Employee Cost for Single Coverage
**includes prevantive dental premium*

	Total Monthly Premium	Monthly County Contribution	Monthly Employee Cost	Monthly County VEBA Contribution	Total Monthly County Contribution
Single Plan 4	$1,213.93	$1,180.00	**$33.93**	$0.00	**$1,180.00**
Single Plan 5	$1,124.99	$1,097.00	**$27.99**	$125.00	**$1,222.00**
Single Plan 6	$1,030.26	$1,030.26	**$0.00**	$166.66	**$1,196.92**

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 *
12/16/2025 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 Policy Changes from 12-1-2025 Personnel Committee

Short Title (what will appear on Agenda outline - 250 character max.) *
Approve Policy Changes from 12-1-2025 Personnel Committee

Value Stream the request primarily aligns with:

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

Describe the impact on staffing resources.

Fiscal Impact:

Background/Justification:
Policy 503 has been reviewed by outside labor counsel and will be presented on January 6, 2026 for adoption.

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
12_2_2025 Policy Changes.pdf	Attachment

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision
Approved

Notes

County Administrator Review

County Administrator Decision

Notes

302 HOLIDAYS

Policy Adopted: 11-16-0

Policy Amended: 10-19-21
Policy Amended: 09-20-22
Policy Amended: 01-01-23
Policy Amended: 03-07-23
Policy Amended: 04-18-23
Policy Amended: 06-24-25
Policy Amended: TBD

302.01 POLICY STATEMENT

Regular and Probationary employees of Wright County will have the following as paid holidays, unless otherwise stated in a collective bargaining agreement:

New Year's Day	Juneteenth	Thanksgiving Day
Martin Luther King, Jr. Day	Independence Day	Day After Thanksgiving
President's Day	Labor Day	Christmas Day
Memorial Day	Veterans' Day	

302.02 ELIGIBILITY

All full and part-time employees are eligible for holiday pay. All employees shall be paid straight time for the holiday. Part-time employees shall receive holiday pay on a pro-rated basis. To be eligible to receive compensation for an observed holiday an employee must work, have completed their scheduled work week and or required work hours per their FTE status, are considered to be in a paid status the day before and after a paid holiday, or be an exempt employee in paid status. Employees on prior approved paid absence shall be considered to have worked the day before or after the holiday.

If a paid holiday falls during an eligible employee's paid absence (e.g., PTO, ESLB), holiday pay will be provided instead of the paid time off benefit that would have applied.

Holidays are not paid out to employees upon separation in good standing or otherwise.

302.03 OBSERVANCE

When a paid holiday falls on a Saturday, the preceding Friday shall be declared a holiday for employees whose normal work schedule is Monday through Friday. When a paid holiday falls on a Sunday, the following Monday shall be declared a holiday for employees whose normal work schedule is Monday through Friday.

When Christmas Eve falls on a weekday (Monday – Thursday), County offices will be closed to the public starting at 12:00 PM. Employees regular schedules will remain the same, however. Employees who wish to take time off on Christmas Eve may use PTO, floating holiday,

compensatory time, or time without pay. Employees must have a minimum of four (4) hours of work or paid leave on their time sheets for Christmas Eve pursuant to Section 302.02 of the County's personnel policies to receive holiday pay for Christmas Day. Flexible scheduling may also be an option that can be used for time off on Christmas Eve. All time off requests and/or flexible scheduling require pre-approval by the employee's Supervisor.

302.04 OVERTIME WORKING ON A HOLIDAY

If a non-union/non-exempt employee is assigned to work by his/her supervisor on any of the observed paid holidays the employee be paid time and on-half (1 ½) for all hours worked in addition to holiday pay.

302.05 FLOATING HOLIDAY

In addition to the recognized holidays previously listed, eligible employees will receive 12 hours of Floating Holiday in each calendar year. **Employees may use their floating holiday time in 2, 4, or 8 hour increments.** Any unused Floating Holiday will be forfeited at the end of the calendar year.

The following outlines the accrual rate for **new hires** and the procedures for use of the Floating Holiday:

1. Pro-rated Floating Holidays for new full-time hires:

If Hired	Eligible to Receive (Hrs.)
January - October	8
November	~~4~~ 6
December	0

2. The Floating Holiday must be scheduled with prior approval of the employee's supervisor and can be scheduled only as a full day or half-day segments.
3. Floating Holiday may be taken once it is accrued on the County's payroll system.
4. Floating Holidays which have not been used prior to an employee's termination date shall be forfeited.
5. Floating Holidays are pro-rated for part-time employees.

This policy and the County's other policies, procedures, and other written documents, no matter how detailed, do not create a contractual right or equitable right to paid time off, vacation time, or similar forms of compensation ("Time Off Accrual"). The County specifically retains the right to change the terms of the described time off accruals and related terms at any time without notice to employees. There is no contractual right to time off accrual as described herein, and related documents and this paragraph shall be understood as an effective disclaimer of any claim for time off accrual.

307 EMPLOYEE RECOGNITION

Policy Adopted: 11-06-04

Policy Amended:11-17-15
Policy Amended: 03-27-18
Policy Amended:04-20-21
Policy Amended:04-18-23
Policy Amended:TBD

307.01 POLICY STATEMENT

Wright County recognizes employees are a valuable asset in service-oriented county government and wishes to acknowledge and recognize its employees for their extraordinary achievements.

307.02 SPECIFIC AREAS OF RECOGNITION

No department shall deviate from the employee recognition policy. **All Departments are responsible for following MN Statute 471.985 related to the acceptance of gifts to public sector employees.** Departments are encouraged to continue to recognize staff within their departments for achievements outside of this policy.

Welcome to New Employees - The County Board wishes to acknowledge and welcome new employees and encourages their introduction to the County Board ~~either~~ at a future board meeting. Each new employee will receive Wright County branded welcome items when their photo is taken.

Employee of the Month: The County wishes to recognize employees whose performance demonstrates Wright County Team Values of compassion, communication, positive attitude, integrity, and accountability. Employees who demonstrate these qualities are eligible for an Employee of the Month Award.

Length of Service and Retirement Recognition Employees are eligible for a service award for each five-year interval of continuous permanent full-time or part-time employment with Wright County. Retirements will be recognized upon reaching ten years of service and age 50 or after any length of service at age 65.

Achievement Awards - *Employee of the Year and Group or Department of the Year*
The County wishes to recognize employees whose performance shows exemplary achievement, contribution, and performance in their jobs and other related duties within and beyond their own offices; employees whose efforts have inspired and supported the performance and achievement of others; who have demonstrated a positive attitude toward work responsibilities, co-workers, and customers while serving as a role model for others.

307.01 PROCEDURES

A. Length of Service Recognition:

A recognition ceremony will be held quarterly during a County Board meeting during the months of March, June, September, and December. Each employee reaching a milestone will be presented with the items identified below based on their years of service.

- **5 Years** – Certificate, *, $50 VISA gift card or $50 contribution to employees' pre-tax deferred compensation account.
- **10 Years** – Certificate, * either a insulated Stainless-Steel Tumbler or Water Bottle, Employee Choice of either a $100 VISA gift Card or $100 contribution to employee's pre-tax deferred compensation account.
- **15 Years** – Certificate, *Choice of either a $150 VISA gift Card or $150 contribution to the employee's pre-tax deferred

compensation account

- **20 Years** – Certificate, * Either an Insulated Stainless-Steel Tumbler or water bottle, Employee Choice of either a $200 VISA gift Card or $200 contribution to employee's pre-tax deferred compensation account
- **25 Years** – Certificate, *Employee Choice of either a $250 VISA gift Card or $250 contribution to employee's pre-tax deferred compensation account
- **30 Years** – Certificate, * either a Insulated Stainless-Steel Tumbler or Water Bottle, Employee Choice of either a $300 VISA gift Card or $300 contribution to employee's pre-tax deferred compensation account
- **35 Years** – Certificate, *Employee Choice of either a $350 VISA gift Card or $350 contribution to employee's pre-tax deferred compensation account
- **40 Years+-** Certificate, * either a Insulated Stainless-Steel Tumbler or water bottle, Employee Choice of either a $400 VISA gift Card or $400 contribution to employee's pre-tax deferred compensation (*Coffee Mug, or alternative item when mugs are no longer available.)
  - The March Ceremony will recognize employees between January 1 through March 31.
  - The June ceremony will recognize employees between April 1 through June 30.
  - The September ceremony will recognize employees between July 1 through September 30.
  - The December ceremony will recognize employees between October 1 through December 31.

B. Retirement Recognition:

Retirees will be provided with the option of receiving either a retirement plaque or a $100 VISA Gift Card, or $100 contribution to the employees pre-tax deferred compensation account. Retirees may also attend a County Board meeting to be recognized at which time the plaque or the gift card will be presented to them. Employees that have reached a milestone and retire prior to the Years of Service recognition ceremony will receive all items due to them upon their retirement date.

C. Employee of the Month

- Acknowledgement in the County employee newsletter.
- The Employee of the Month can choose either a $50 Gift Card, or $50 contribution to the employees pre-tax deferred compensation account or a reserved parking spot at the Government Center for one month.

The following achievement awards shall be presented annually at the last Board meeting in March.

D. Employee of the Year:

Acknowledgement at the annual Achievement Award Ceremony

- $150 Gift Card or $150 contribution to employees pre-tax deferred compensation account; and
- Acknowledgment on the County's Perpetual Plaque (No

Individual Plaque).

E. Group or Department of the Year:

- Acknowledgment at the annual Achievement Award; and Ceremony: Rolls & Coffee/Juice provided one morning for the group.
- Acknowledgment on the County's Perpetual Plaque.

Employees that are nominated for either Employee or Group of the Year, but not selected, will also be recognized by the County Board during the annual achievement awards ceremony.

307.03 NOMINATION PROCESS

Nominations for Employee of the Month can be initiated at any time by any County employee ~~and by~~ or customers of Wright County. Nominations can be submitted at any time and submitted through the County's SharePoint site. This can be found on the Intranet home page, under Administration. https://www.co.wright.mn.us/1340/Wright-County-Employee-of-the-Month-Nomi

Nominations for achievement awards for Employee of the Year and Group or Department of the Year may be initiated by any County employee and will be taken throughout the year. All submittals must be submitted by January 31st of the following year to be considered for the achievement award.

Nominations are to be submitted through SharePoint to be eligible. This can be found on the Intranet home page, under Administration.

The Employee Recognition Committee shall review the nominations and shall select the most deserving individual and group, or department based on the following criteria:

1. Employees who show exemplary achievement, contribution, and performance in their job and other related duties within and beyond their office.
2. Those whose efforts have inspired and supported the performance and achievement of others. Those who have demonstrated a positive attitude toward work responsibilities, coworkers, and extraordinary customer service while serving as role models for others.

308 PTO DONATION

Policy Adopted: 11-16-04 Policy Amended: 01-10-17
Effective: 01-01-17
Policy Amended: 10-19-21
Policy Amended: 05-31-22
Policy Amended: 04-18-23
Policy Amended: 04-18-23

308.01 POLICY STATEMENT

Wright County recognizes that a catastrophic or prolonged illness of an employee or their immediate family member may deplete the employee's available paid leave (PTO, ESLB, and other forms of compensated leave time). This policy is meant to provide staff with the option of assisting employees in such circumstances through voluntary donations of PTO accruals. Application of this policy will be approved by the County Administrator (or designee) on a case-by-case basis.

Wright County permits all regular ``full-time and part-time (non-probationary employees) employees to donate PTO time on a case-by-case basis to other employees who have exhausted their paid leave benefits but would otherwise be allowed to use PTO due to prolonged sickness or injury. All written requests for donated leave must be submitted by the requesting employee in writing to the Administration Department.

All donation requests must be approved by the County Administrator and/or designee.

308.02 ELIGIBILITY

1. All full-time and part-time employees (probationary and non-probationary employees) will be considered eligible to participate in this program.
2. An employee will be eligible to receive donated leave only after all of their accrued leave time (including PTO, floating holiday(s), compensatory time have been exhausted.
3. Donation of leave will not be allowed once it is known or has been determined that the employee will not return to work.

308.03 ELIGIBILITY

To receive donated leave time an employee will submit the following information to the Human Resources Director (or designee):

1. A completed Wright County **Leave Time Donation Request Form**.
2. Certification from the attending physician or other applicable health care provider.
3. Any other relevant information necessary in determining eligibility.

The County Administrator (or designee) will review the request and shall have the right to deny use of this policy or to limit its use based solely upon the Administrator's discretion.

To donate leave time, participating employees shall complete a Wright County **PTO Donation Authorization Form**.

308.04 TERMS AND CONDITIONS

1. An employee will be eligible to receive donated PTO time only after the employee's accrued leave (PTO, ESLB "Extended Sick Leave Bank") have been exhausted.
2. The donated PTO time will go into the employee's PTO bank. The donated time will be transferred at the donor's pay rate and used at the recipients pay rate. Once a donation is made it is irrevocable. However, if more donated hours are received than needed, the donations will be returned to the employee(s) on a pro-rated basis.
3. The maximum leave time to be received is 480 hours per a 12-month period for one qualifying event. This period begins the date that a request for leave time has been made.
4. An employee receiving donated time will not be eligible to accrue PTO time or be eligible for Holiday Pay. If the employee is not on an FMLA leave, the employee will be responsible for the full costs of health, dental and life insurance to continue coverage.
5. Employees that wish to donate accrued leave time must have a minimum of 160 hours of PTO in their accrued leave banks in order to be eligible to donate accrued leave to a recipient.
6. Employee may donate a maximum of 80 hours of accrued PTO per event.
7. Employees that have Extended Sick Leave Bank (ESLB) or Catastrophic Sick Time Banks are not allowed to donate this time to other employees.
8. All donations will be made anonymously.
9. Donated time may not be reclaimed, and the recipient is under no obligation to repay the donation.

The County Administrator retains the right to apply this policy in any manner deemed to be in the best interest of the County. This includes amendment, alteration, and elimination of the policy without notice or negotiation. The County further reserves the right to administer this policy under circumstances that it deems appropriate, on a case-by-case basis. An exercise of this policy shall not establish a precedent or practice.

507 COMPENSATORY TIME

Policy Adopted: 11-16-04

Policy Amended: 01-01-17
Policy Amended: 11-19-24
Policy Amended: TBD

507.01 POLICY STATEMENT

Regular and probationary full-time non-exempt employees may earn compensatory time (comp time) in lieu of payment for hours worked over the normal forty (40) hours in one week.

507.02 ACCRUAL RATE: NON-EXEMPT

Eligible non-exempt employees may earn compensatory time at the rate of one and one-half (1-1/2) times the hours worked over forty (40) hours up to a maximum of ~~forty-eight (48)~~ sixty hours (60) per calendar year non- renewable.

507.03 APPROVAL

An employee may not claim compensatory time unless first approved by his or her supervisor.

507.04 USE OF COMPENSATORY TIME

Compensatory time may be used upon approval by the employee's supervisor and may only be taken in blocks of fifteen (15) minutes or more. Compensatory time may not be carried over from year to year and must be used in the calendar year (January 1 through December 31) that it is earned.

507.05 PAYOUT OF COMPENSATORY TIME

Non-exempt employees seeking to be paid compensatory time in lieu of using it must provide a written request to the Payroll Department no later than December 1st of each calendar year. Requests to the Finance Department-Payroll Division should be noted by clicking on the comp pay out line option on the employee's time sheet and a follow-up email or phone call should be made to payroll staff notifying them of your intention to have your compensatory time paid out. All accrued compensatory time must be taken as time off prior to the last day of the final payroll period of each calendar year, such time may not be carried over from year to year. Compensatory time not taken by this date shall be paid out to the employee at the wage rate in effect on the last pay period of the year.

Union employees are advised to review their collective bargaining agreement for compensatory time payout information, as the collective bargaining agreement language will govern to the extent it is inconsistent with this paragraph.

601 FAMILY AND MEDICAL LEAVE

Policy Adopted: 11-16-04

Policy Amended: 09-09-14
Effective: 07-01-15
Policy Amended: 12-20-22
Effective: 01-01-23
Policy Amended: TBD
Effective: 01-01-26

601.01 POLICY STATEMENT

The Family and Medical Leave Act became effective August 5, 1993, and requires all employers with 50 or more employees to provide up to 12 weeks of unpaid leave each year. In accordance with the FMLA, Wright County will grant unpaid leave as provided by law to eligible employees for any one of the following reasons:

a. The birth of a child or placement of a child with the employee for adoption or foster care. This leave must be taken within the 12-month period following the child's birth or placement with the employee.

b. In order to care for an immediate family member (spouse, child, or parent) of the employee if such immediate family member has a serious health condition.

c. A serious health condition of the employee that makes the employee unable to perform the functions of the position.

d. Leave for a qualifying exigency when an employee's spouse, child or parent is on active duty or is notified of an impending call to active duty in the Armed Forces. A qualifying exigency may include short notice deployment, military events or related activities due to deployment, childcare and school activities due to deployment, financial and legal arrangements due to deployment, rest and recuperation related to active duty or post deployment activities related to return from active duty.

e. 26 weeks of unpaid leave during one twelve (12) month period to care for a spouse, child or parent or next of kin who was/is a service member undergoing medical treatment, recuperation or therapy, is in outpatient status or is on the temporary disabled retired list for a serious injury or illness.

This policy is intended to be a general summary of the FMLA. Each situation will be evaluated on a case-by-case basis in accordance with statute and regulations.

PROCEDURE:

- Eligible employees are required to use all earned paid time concurrently with FMLA leave in

accordance with appropriate policies (see 601.06 Benefits, subsection B).

- HR must be informed of all absences exceeding three (3) days to determine whether it is an FMLA qualified absence. Intermittent absences may also qualify as FMLA absences.

- As deemed appropriate by HR, employees may be required to provide medical certification supporting the need for leave. If it is believed circumstances may have changed during an approved FMLA leave, employees may be required to provide recertification.

- Eligible employees can take up to 12 weeks (or up to 26 weeks to care for an injured or ill servicemember) under this policy during any 12-month period. The County will measure the 12-month period as a rolling 12-month period measured forward from the date the employee's first FMLA leave begins.

601.02 ELIGIBILITY

To be eligible for the leave, an employee must have worked for Wright County for at least 12 months and must have worked at least 1,250 hours over the most recent 12-month period.

601.03 LENGTH OF LEAVE

The maximum length of FMLA leave shall be twelve weeks per 12-month period or up to 26 weeks for an eligible employee to care for a family member recovering from a serious illness or injury sustained in the military line of duty.

The 12-month period shall be measured forward from the date the employee's first FMLA leave begins. The entitlement to FMLA leave for the birth or placement of a child with the employee expires 12-months after the birth or placement of the child. FMLA leave shall be taken concurrently with the Minnesota Parenting Leave.

For instances in which employees are eligible for 26 weeks of leave, this is the maximum of cumulative FMLA leave entitlement under all types of FMLA leave within a 12-month period. If both spouses work for the County, their total leave in any 12-month period shall be an aggregate of 26 weeks in the event that they qualify for the injured or ill service member leave.

601.04 INTERMITTENT OR REDUCED LEAVE

In certain circumstances, FMLA leave may be taken intermittently or on a reduced leave schedule. An employee is eligible for intermittent or reduced leave under any of the following conditions:

a. Serious Health Condition: Intermittent leave is available when a serious health condition requires periodic treatment by a health care provider, rather than one continuous period of time. Intermittent and reduced leave schedules are available for employees or family members with a serious health condition.

b. Birth or Placement of a Child: An employee may take FMLA leave intermittently or on a reduced leave schedule for birth or placement for adoption or foster care of a child. This intermittent or reduced leave schedule shall make every attempt to best fit with the needs of the department. An intermittent or reduced leave schedule for the birth or placement for adoption or foster care of a child is subject to Department Head approval.

601.05 NOTICE REQUIREMENT

An employee must notify Human Resources at least thirty (30) days in advance in the event of a foreseeable FMLA leave. In unexpected or unforeseeable situations, an employee should provide as much notice as is practicable, usually verbal notice within two business days of when the need for leave becomes known.

If an employee fails to give thirty (30) days' notice for a foreseeable leave with no reasonable excuse for the delay, the leave may be denied until thirty (30) days after the employee provides notice.

The employee may be required to provide a medical certification for any FMLA leave due to their own serious health condition or that of an immediate family member in excess of ten (10) days, or in such cases as Human Resources deems appropriate. In cases where the employee's use of FMLA is of an intermittent nature, a medical certification will be required verifying this fact during each 12-month period in which the employee uses FMLA leave.

During the FMLA leave, Human Resources may request a statement from the employees' health care provider, which updates the employee's or family member's condition and projected date of return to work. A "Fitness for Duty" certification will be required from employees returning to work from their leave.

Human Resources is responsible for completing the "Designation Notice" and "Notice of Eligibility and Rights & Responsibilities" forms in all circumstances in which an employee does qualify for leave under the FMLA, whether or not the employee specifically requests such a FMLA leave.

Wright County reserves the right to designate leaves, paid or unpaid, as FMLA qualifying, and to give notice of the designation to the employee.

At its discretion, the County may require a second medical opinion at its own expense. If the first and second medical opinion differ, the County may require the opinion of a third health care provider approved by both the County and the employee. If the employee unreasonably, in the opinion of the County, refuses to agree on a third health care provider, the County may designate the provider. The third opinion is binding on the County and the employee.

601.06 BENEFITS

A. Insurance: An employee granted a FMLA leave shall be provided Wright County's group health insurance, dental, life and disability insurance under the same conditions as coverage would have been provided if they had been continuously employed during the leave period. The employee shall continue to pay their portion of the premiums as they had prior to their FMLA leave.

   If an employee fails to return to work from an unpaid FMLA leave, the County may recover from the employee the cost of any premiums paid to maintain the employee's coverage, unless the failure to return to work is a continuation of the serious health condition of the employee or immediate family member or for reasons beyond the employee's control.

B. PTO, Extended Sick Leave, and Catastrophic Sick Time: Employees must use all earned paid time (PTO, catastrophic sick time, compensatory time, floating holiday) as part of the FMLA leave. The total combination of paid and unpaid leave may not exceed twelve (12) weeks. An employee shall not earn PTO leave while on unpaid FMLA leave. If an unpaid FMLA leave is of an intermittent or reduced leave nature, the employee's PTO accrual will be prorated.

C. All employees on the County's PTO plan may request to retain a minimum of twenty-four hours in their PTO bank after returning from an FMLA qualifying event/leave (except for the birth/adoption of a child as specified in item D).

D. An employee on FMLA leave due to the birth/adoption of a child may retain 40 hours of earned PTO. Use of PTO for the birth of a child must meet authorized PTO use as defined in policy.

E. Holidays: If an employee needs a full week of FMLA leave in a week with a holiday, the hours the employee does not work on the holiday will count against the employee's FMLA entitlement.
   If an employee needs less than a full week of FMLA leave, and a holiday on which the employee would not otherwise have been required to work falls within the partial week of leave, then the hours that the employee does not work on the holiday will not be counted against the employee's FMLA leave entitlement.

F. PERA: An employee shall not receive PERA contributions while on unpaid FMLA leave.

601.07 USE OF DONATED TIME

Donated time will count as part of FMLA leave.

601.08 RETURN TO WORK

Employees returning from FMLA leave have the right to return to the same or equivalent position

the employee held when FMLA leave began, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. If the employee's position would have been eliminated or if the employee would have been terminated before the FMLA leave, the employee does not have the right to be reinstated when returning from leave.

Employees will be required to present a fitness-for-duty certificate to be restored to employment. If a fitness-for-duty certification is not received timely, an employee's return to work may be delayed until certification is provided.

If an employee presents a fitness-for-duty certificate indicating work restrictions, the employee must contact the supervisor prior to returning to work to discuss if work is available within stated restrictions. If an employee returns to work, but is unable to perform an essential function of the position due to a physical or mental condition, the employer is not obligated to restore the employee to another position under the FMLA.

If the employee on leave is a salaried employee and among the highest paid ten percent of Wright County's workforce and restoring the employee would cause "substantial and grievous economic injury" to the operations of the County, the County may deny restoration to the employee when returning to work after a FMLA leave. The County will notify the employee of the intent to deny restoration and the employee will be given an opportunity to return to work.

If an employee discovers that circumstances have changed and the amount of leave originally anticipated is no longer necessary, the employee must provide reasonable notice to the County one's intent to return to work (i.e., two business days).

An employee exceeding the authorized FMLA leave without giving proper notice shall be considered to have voluntarily terminated.

601.09 EMPLOYEE UTILZATION OF FMLA LEAVE AND MN PAID LEAVE

County employees using FMLA leave will be required to use their FMLA leave concurrently with leave taken or available to them for the same purposes under Minnesota's Pregnancy and Parental Leave statute (Minn. Stat. § 181.941) and the Minnesota Paid Leave benefits program.

602 PERSONAL LEAVE

Policy Adopted: 11-16-04

Policy Amended: 01-01-06
Policy Amended: 07-01-15
Policy Amended: 05-31-22
Policy Amended: 10-04-22
Policy Amended: 1-16-24
Policy Amended: 9-10-24
Policy Amended: 11-19-24
Policy Amended: TBD

602.01 POLICY STATEMENT

Wright County provides leaves of absence, without pay, to regular and probationary full-time and part-time employees for reasons of medical or personal obligations, emergencies or other substantial reasons.

602.02 MEDICAL LEAVE

Medical leaves shall be pursuant to the FMLA Policy (Section 601). Once FMLA and all other available paid leave (PTO, extended sick leave, catastrophic sick leave, compensatory time, floating holiday, and Minnesota Paid Leave benefits) have been exhausted, the Human Resource Director shall determine if additional leave, without pay, should be granted, consistent with the needs of the County and the Americans Disability Act. The Human Resources Director may approve requests for medical leave up to three (3) months. If additional medical leave is needed beyond three (3) months, the County Administrator (or designee) may approve requests for additional leave up to a maximum of six (6) months.

In order to be eligible for consideration for medical leave, the employee must present a statement from a licensed medical authority, which must include a diagnosis of the illness or injury, a justification as to why the employee is unable to perform the duties of their position, and an expected date of return to work. Leaves of indefinite duration will not be granted. A medical statement may be requested at any time during the leave.

When a medical leave ends, every reasonable effort will be made to return the employee to the same position, if available, or to a similar available position for which the employee is qualified. Wright County cannot guarantee reinstatement in all cases.

602.03 PERSONAL LEAVE

Department heads may authorize regular and probationary employees to be absent without pay for personal reasons for a period, or periods, not to exceed ten (10) working days in a calendar year. Requests for a personal leave beyond ten (10) working days must be approved by the County Administrator (or designee).

A personal leave may be granted for educational leave, personal emergencies, or other substantial personal reasons. A personal leave is not for employee medical issues. Employees shall request such leaves thirty (30) days in advance of the date desired when possible. The best

interest of the County shall be the primary consideration of granting a personal leave without pay.

In no instance shall an employee be granted personal leave without pay if they can use earned PTO, extended sick leave, catastrophic sick leave, floating holiday, or compensatory time.

602.04 DETERMINATION TO GRANT LEAVE

The following questions shall be addressed in determining whether to grant an unpaid leave of absence:

a. Can the employee's position be reasonably left vacant or filled on a temporary basis during the leave period?
b. Is there a reasonable expectation that the employee will be willing and able to return to work after the leave has expired?
c. Are there significant risks, costs, or benefits to the County for granting the leave request?

602.05 PREGNANCY AND PARENTING LEAVE OF ABSENCE FOR PROBATIONARY EMPLOYEES

Employees within their first twelve months of employment who are not eligible for FMLA may request a pregnancy and parenting leave of absence through the County Human Resources Director pursuant to Minn. Stat. § 181.941 . Employees may request this leave for prenatal care, incapacity due to pregnancy, childbirth, or related health conditions as well as biological or adoptive childcare in conjunction with or after the birth, stillbirth, or adoption of a child. Eligible employees shall receive a maximum of 12 weeks of leave that is inclusive of all accrued leaves (PTO, extended sick leave, catastrophic sick leave, floating holiday). The leave must begin within twelve months of the birth or adoption of the child or within twelve months of when the child leaves the hospital if the child is hospitalized longer than the mother. Employee should provide reasonable notice, at least 30 days prior to the birth or adoption. If the leave must be taken by the employee in less than thirty days, the employee should give as much notice as practicable. Employees are permitted to take additional medical leave beyond the initial twelve-week pregnancy and parenting leave of absence pursuant to policy 602.02. If an employee becomes eligible for FMLA leave during the time period in which an employee is on an approved leave pursuant to this section, the approved leave will be designated against the employee's FMLA entitlement to the extent permitted by law. The County will also require an employee to use leave under this section concurrently with leave used for the same purpose under the Minnesota Paid Leave benefits program.

Employees may use their accrued leave (i.e., PTO, floating holiday, etc.) during a Pregnancy and Parenting Leave. The employee is entitled to return to work in the same position and at the same rate of pay the employee was receiving prior to commencement of the leave. Group insurance coverage will remain available while the employee is on leave pursuant to Section 602.06. All pregnancy and parenting leave requests must be submitted in writing to the employee's department head and Human Resources Director for approval.

602.06 BENEFITS

It shall be the responsibility of the employee to make full payment of the employee's contribution of all insurance premiums when on an unpaid leave except. The County will make employer contributions during the leave period to the extent required by law. Employee cost of insurance premiums shall be prorated based on amount of unpaid leave.

In order to receive the County's insurance contribution when it is required by law, an employee must make timely payment of the employee's share of the insurance premium in the manner specified by the County. Employees within the first year of employment will not have their anniversary date adjusted for any unpaid leave taken during the first 12 full months of their employment, provided that the unpaid leave commences on or after the employee has completed three months of employment. There is no accrual of PTO when an employee is on an unpaid leave of absence.

602.07 RETURN TO WORK

An employee may return to work at any point during the leave; however to do so, they must submit a letter to the supervisor or department head two (2) weeks prior to the anticipated date of return or as soon as the employee is able to determine a return-to-work date.

An employee who does not return to work and does not provide sufficient notification regarding their work status at the expiration of the approved leave period shall be considered a resignation not in good standing.

612 PAID PARENTAL LEAVE

Policy Adopted: 12-20-22 **Policy Amended:** TBD

612.01 POLICY STATEMENT

Effective January 1, 2023~~6~~, a qualified employee may take a paid leave of absence as Paid Parental Leave ("PPL") in conjunction with the birth of a child or the placement of a child with the employee for adoption ("qualifying events") concurrently with the State of Minnesota's Minnesota Paid Leave program. This benefit is offered to County employees as a "supplemental benefit payment" as defined in Minnesota Statutes section 268B.01, subdivision 41. –Upon the County's approval, the qualified employee may take up to ~~one hundred and sixty (160) hours~~four weeks of PPL ~~during any twelve (12) month rolling period~~as a supplement to benefits the employee receives through the State or the County's equivalent plan under the Minnesota Paid Leave program. Qualified part-time employees are eligible for a pro-rated amount of PPL based on individual FTE status (e.g., .75 FTE employee may take up to ~~120 hours~~three weeks of PPL ~~during any twelve (12) month rolling period~~). The employee's entitlement to PPL for a birth or placement expires ~~at the end of the twelve (12) month period beginning on the date of the birth or placement, respectively.~~ concurrently with the expiration of the employee's right to request leave under the Minnesota Paid Leave program. At no time will the County's supplemental benefit payment under this PPL policy combined with any leave benefit the employee receives through the Minnesota Paid Leave program exceed the regular wage or salary of the employee.

612.02 PAID PARENTAL LEAVE QUALIFICATIONS

To be qualified for Paid Parental Leave (PPL), all of the following criteria must be satisfied:

1. The employee must be the biological parent of the child for whose birth PPL is to be taken, or the adoptive parent of the child for whose placement with the employee for adoption PPL is to be taken. If the employee is to take leave in conjunction with the placement of a child for adoption, the child must be under 18 years of age.
2. ~~The child for whose birth or placement the employee is to take PPL must be born, or placed with the employee for adoption, respectively, on or after January 1, 2023.~~ Employees who ~~present a Minnesota Certificate of Birth~~ experience a pregnancy resulting in still birth are eligible for PPL to be taken as a supplemental benefit as outlined in Section 612.02 if the employee qualifies for leave under the Minnesota Paid Leave program. If an employee who has experienced a still birth as a birthing parent or non-birthing parent applies for leave under the Minnesota Paid Leave program and does not qualify, the County will provide 160 hours of PPL at the employee's regular hourly rate to be taken immediately following the still birth, provided the employee presents a Minnesota Certificate of Birth or other comparable documentation required by the

County to verify the still birth. Qualified part-time employees who do not qualify for Minnesota Paid Leave benefits are eligible for a pro-rated amount of PPL based on individual FTE status (e.g., .75 FTE employee may take up to 120 hours of PPL).

3. The employee must meet the service requirements under the Family and Medical Leave Act. Employees who qualify for Minnesota Paid Leave benefits, but not protected leave under the Family and Medical Leave Act are not eligible for supplemental benefit payments under this policy but may use their available PTO to supplement Minnesota Paid Leave program benefits to the extent permitted by Section 310 of the Wright County Personnel Policy Manual.
4. The employee must submit a request for PPL form to the Human Resources Director (or designee) at least thirty (30) days before the date leave is to begin if leave is foreseeable based on the expected birth or placement of the child. If the date of birth or placement requires leave to begin in less than 30 days, the employee must provide such form as is practicable and as soon as possible under the circumstances, and in no event later than seven days after the birth or placement.
5. The employee must provide documentation to the County substantiating the birth of the child for whose birth PPL is to be taken or the placement of the child with the employee for adoption for whose placement PPL is to be taken, such as the certification form submitted in connection with a request for Minnesota Paid Leave or FMLA leave request forms. (FMLA forms are available from Human Resource upon request).
6. If the employee is a member of a collective bargaining unit, the employee's collective bargaining unit must have agreed to the terms and conditions of this policy in its collective bargaining agreement.

Human Resources will grant a request for PPL based on employee eligibility.

612.03 PAID PARENTAL LEAVE REQUIREMENTS

A qualified employee may take PPL under this policy only once per qualifying event and must use all available PPL hours for that event or else forfeit them. PPL must be taken consecutively and cannot be taken intermittently, except that an employee may request approval from the Human Resources Department to temporarily return to work during an approved leave period for a specific purpose, such as a situation in which an employee is required to appear in court to testify regarding a matter related to the employee's job duties. Employees who seek to use Minnesota Paid Leave program benefits on an intermittent basis are not eligible for supplemental PPL under this policy. PPL taken in conjunction with the births of multiple children or the placement of multiple children with the employee for adoption must be taken, and will run, concurrently. PPL must be taken on workdays.

PPL is to run concurrently with all other family or parenting leave to which employees are entitled under federal (FMLA) or state law (Minnesota Paid Leave ~~Act PFML~~program), or any leave otherwise provided by the County. The County reserves the right to discontinue the PPL benefits provided under this policy in its sole discretion in the event of future legislation

providing employees with additional paid time off in connection with the birth or adoption of a child. ~~PPL may not be combined with any statutory paid leaves that may be required by state or federal statute in the future. In the event a law is passed requiring the County to provide paid parental leave for the birth or adoption of a child, the maximum length of the paid leave will be that provided under statute, or the maximum length of PPL provided under this policy, whichever is greater.~~

Employees receiving PPL from the County must repay the County for the value of the PPL leave in accrued PTO or cash if the employee voluntarily leaves employment with the County within three months of the completion of the employee's leave. For employees receiving Minnesota Paid leave program benefits through the State or the County's equivalent plan, this repayment requirement will only apply to supplemental PPL benefits paid by the County.

Employees who falsify information to receive PPL for which they are not qualified are subject to disciplinary action, up to and including termination.

612 PAID PARENTAL LEAVE

Policy Adopted: 12-20-22 **Policy Amended: TBD**

612.01 POLICY STATEMENT

Effective January 1, 2026, a qualified employee may take a paid leave of absence as Paid Parental Leave ("PPL") in conjunction with the birth of a child or the placement of a child with the employee for adoption ("qualifying events") concurrently with the State of Minnesota's Minnesota Paid Leave program. This benefit is offered to County employees as a "supplemental benefit payment" as defined in Minnesota Statutes section 268B.01, subdivision 41. Upon the County's approval, the qualified employee may take up to four weeks of PPL as a supplement to benefits the employee receives through the State or the County's equivalent plan under the Minnesota Paid Leave program. Qualified part-time employees are eligible for a pro-rated amount of PPL based on individual FTE status (e.g., .75 FTE employee may take up to three weeks of PPL). The employee's entitlement to PPL for a birth or placement expires concurrently with the expiration of the employee's right to request leave under the Minnesota Paid Leave program. At no time will the County's supplemental benefit payment under this PPL policy combined with any leave benefit the employee receives through the Minnesota Paid Leave program exceed the regular wage or salary of the employee.

612.02 PAID PARENTAL LEAVE QUALIFICATIONS

To be qualified for Paid Parental Leave (PPL), all of the following criteria must be satisfied:

1. The employee must be the biological parent of the child for whose birth PPL is to be taken, or the adoptive parent of the child for whose placement with the employee for adoption PPL is to be taken. If the employee is to take leave in conjunction with the placement of a child for adoption, the child must be under 18 years of age.
2. Employees who experience a pregnancy resulting in still birth are eligible for PPL to be taken as a supplemental benefit as outlined in Section 612.02 if the employee qualifies for leave under the Minnesota Paid Leave program. If an employee who has experienced a still birth as a birthing parent or non-birthing parent applies for leave under the Minnesota Paid Leave program and does not qualify, the County will provide 160 hours of PPL at the employee's regular hourly rate to be taken immediately following the still birth, provided the employee presents a Minnesota Certificate of Birth or other comparable documentation required by the County to verify the still birth. Qualified part-time employees who do not qualify for Minnesota Paid Leave benefits are eligible for a pro-rated amount of PPL based on individual FTE status (e.g., .75 FTE employee may take up to 120 hours of PPL).
3. The employee must meet the service requirements under the Family and Medical Leave Act. Employees who qualify for Minnesota Paid Leave benefits, but not protected leave

under the Family and Medical Leave Act are not eligible for supplemental benefit payments under this policy but may use their available PTO to supplement Minnesota Paid Leave program benefits to the extent permitted by Section 310 of the Wright County Personnel Policy Manual.

4. The employee must submit a request for PPL form to the Human Resources Director (or designee) at least thirty (30) days before the date leave is to begin if leave is foreseeable based on the expected birth or placement of the child. If the date of birth or placement requires leave to begin in less than 30 days, the employee must provide such form as is practicable and as soon as possible under the circumstances, and in no event later than seven days after the birth or placement.
5. The employee must provide documentation to the County substantiating the birth of the child for whose birth PPL is to be taken or the placement of the child with the employee for adoption for whose placement PPL is to be taken, such as the certification form submitted in connection with a request for Minnesota Paid Leave or FMLA leave request forms. (FMLA forms are available from Human Resource upon request).
6. If the employee is a member of a collective bargaining unit, the employee's collective bargaining unit must have agreed to the terms and conditions of this policy in its collective bargaining agreement.

Human Resources will grant a request for PPL based on employee eligibility.

612.03 PAID PARENTAL LEAVE REQUIREMENTS

A qualified employee may take PPL under this policy only once per qualifying event and must use all available PPL hours for that event or else forfeit them. PPL must be taken consecutively and cannot be taken intermittently, except that an employee may request approval from the Human Resources Department to temporarily return to work during an approved leave period for a specific purpose, such as a situation in which an employee is required to appear in court to testify regarding a matter related to the employee's job duties. Employees who seek to use Minnesota Paid Leave program benefits on an intermittent basis are not eligible for supplemental PPL under this policy. PPL taken in conjunction with the births of multiple children or the placement of multiple children with the employee for adoption must be taken, and will run, concurrently. PPL must be taken on workdays.

PPL is to run concurrently with all other family or parenting leave to which employees are entitled under federal (FMLA) or state law (Minnesota Paid Leave program), or any leave otherwise provided by the County. The County reserves the right to discontinue the PPL benefits provided under this policy in its sole discretion in the event of future legislation providing employees with additional paid time off in connection with the birth or adoption of a child.

Employees receiving PPL from the County must repay the County for the value of the PPL leave in accrued PTO or cash if the employee voluntarily leaves employment with the County within

three months of the completion of the employee's leave. For employees receiving Minnesota Paid leave program benefits through the State or the County's equivalent plan, this repayment requirement will only apply to supplemental PPL benefits paid by the County.

Employees who falsify information to receive PPL for which they are not qualified are subject to disciplinary action, up to and including termination.

901 FOOT PROTECTION POLICY

Policy Adopted: 10-01-97

Policy Repealed, Replaced: 03-17-20
Policy Effective: 03-17-20
Policy Repealed, Replaced: 12-20-22
Policy Effective: 01-01-23
Policy Amended: 09-10-24
Policy Amended: TBD

901.01 PURPOSE AND OBJECTIVE

Protective, safety footwear is essential to prevent or reduce the severity of foot-related injuries that may occur in the workplace. Wearing protective footwear is not a substitute for good engineering or administrative controls, or good work practices, but should be used in conjunction with these controls to ensure the safety and health of employees.

Wright County will provide protective footwear when it has been determined through a job hazard assessment that it is required and that such use will lessen the reasonable likelihood of an occupational injury or illness.

901.02 SCOPE

This program applies to all Wright County Job classifications listed in Attachment B or others meeting the hazard criteria (Attachment A)

I. PROTECTIVE FOOTWEAR SELECTION

A. Employees shall select and wear proper fitting protective footwear when deemed appropriate–and under all circumstances necessary to prevent or reduce the severity of foot-related injuries. See Attachment B for job classifications that are required to wear protective footwear, and which features the footwear must provide.

B. Not all employees within the job classifications are required to wear protective footwear (Attachment B) to perform the same duties or are exposed to the same hazards. Where this variation in duties within a job classification exists, it shall be determined by the immediate supervisor whether an individual employee, in the routine performance of their duties, is not at risk for foot-related injuries as identified by the job hazard assessment (Attachment A) and is not required to wear protective footwear.

C. Employees who are not required to wear protective footwear are still required to wear footwear that is appropriate for their job tasks.

D. Employees required to wear protective footwear (see Attachment B) shall select from models certified to comply with ASTM F2413-18 or F2413-24 Safety Toes

Boots/Shoes and ASTM F2413-11, ASTM F2413-18, or ASTM F2413-24 Winter Safety Boots (American Society of Testing Materials) standards. Protective footwear shall be of the sturdy 6" or higher work boot-type for the Highway, Parks & Recreation, and Surveyor departments, and 8" or lower work boot/shoe for the Facilities Services, Assessor, and Planning & Zoning Departments.

E. All new employees, including temporary and seasonal employees: As a condition to beginning work, employees required to wear protective footwear (see Attachment B) shall be wearing footwear in compliance with Section I, Item D, of this policy. **Supervisors are responsible for enforcing this requirement.**

F. In consultation with their supervisor, employees may choose to not replace their protective footwear at the time they are eligible to, based on limited use and the lack of damage or wear to warrant replacement. Such employee will remain eligible for protective footwear replacement anytime past their eligibility date.

901.03 REIMBURSEMENT AND REPLACEMENT ELIGIBILITY SCHEDULE (effective as of January 1, 2023)

Type	Maximum Quantity	Maximum Reimbursement*	Eligible
Safety Toe Boots/Shoes (ASTM F2413-18) (ASTM F2413-24)	1 Pair of Safety Toe Boots/Shoes Per Employee- Each Calendar Year. Additional Safety Toe Boots/Shoes may only be purchased if pre-approved by the employee's immediate supervisor due to the footwear being damaged or excessively worn.	$250 (Full time) $150 (Part time)	upon hire, every 12 months
Logging/Chain Saw Boots	1 Pair of Logging/Chain Saw Boots Supplied by the County	Supplied by County	every 5 years
Winter Safety Boots (ASTM F2413-11, ASTM F2413-18), or ASTM F2413-24	1 Pair of Winter Safety Boots Supplied by the County	$250 (Full time) $150 (Part time)	every 3 years

Wright County will not reimburse employees for costs associated with purchasing replacement laces, foot inserts, odor control inserts, or any other items that are not part of the original boots/shoes being purchased by the employee. All additional costs are the responsibility of the employee.

*When replacing damaged or excessively worn protective footwear, the same maximum reimbursement amounts shall apply. For replacement eligibility of damaged or excessively worn protective footwear, see 901.05.

901.04 PROTECTIVE FOOTWEAR PURCHASING OPTIONS

A. Wright County will annually provide a safety shoe vendor on-site so that employees can choose required protective footwear.

B. If employees elect, they may purchase their footwear with their own funds or, by using a county purchase card if issued to them or department. In order to be reimbursed for the purchase, the employee must provide their supervisor with:
   1. the sales receipt; and
   2. the ASTM certification tag or a photo of it; and
   3. follow the ERP, Travel, Expense and Procurement Process. ERP, Travel, Expense and Procurement Process

   Employees will not be reimbursed and not allowed to wear footwear that does not meet the requirements outlined in Attachment B.

C. Departments may, depending on their needs and practices, choose to have the supervisor take the employee to a store and purchase the required footwear following the County's procurement policy. The supervisor shall be responsible for ensuring the footwear purchase is in compliance with this policy.

901.05 REPLACEMENT OF DAMAGED/EXCESSIVELY WORN PROTECTIVE FOOTWEAR

Should an employee's protective footwear become damaged or in excessively poor condition, the employee would be eligible for replacement footwear provided that the immediate supervisor determines the footwear was damaged or in excessively worn condition due to the employee performing their assigned work duties. The employee's supervisor must approve the replacement of damaged or excessively worn footwear before the employee can purchase a new pair of safety boots/shoes and seek reimbursement from the County for a maximum reimbursement pursuant to Section 901.03. All protective footwear must meet the standards outlined in Section 901.04 (Protective Footwear Purchasing Options).

901.06 USE OF PROTECTIVE FOOTWEAR

A. Protective footwear must be worn according to the manufacturer's instructions.

B. Protective footwear purchased by the County are only to be worn by the employee during the performance of their assigned work duties. This includes getting to and from work.

C. Employee questions concerning the appropriate use and applicability of protective footwear should be addressed to their supervisor.

901.07 CARE, MAINTENANCE, INSPECTION, AND STORAGE

A. The employee shall follow all manufacturer recommendations concerning protective

footwear care and maintenance.

B. The employee shall inspect protective footwear daily when it is in use; damage or excessive wear shall be reported to the supervisor.

901.08 RESPONSIBILITIES

Department Head

- Protective Footwear Policy development, approval, and implementation in conjunction with Risk Management.
- Reviewing disciplinary action for non-compliance with this policy.

Managers/Supervisors

- Using a hazard assessment form (see Attachment A) and with employee involvement, assess the workplace to determine if there is a reasonable danger of foot injuries.
- Verifying that purchased protective footwear complies with ASTM Standards found in 901.03 and all requirements of this policy.
- Enforcing compliance with Section 901.02, Item D, of this policy whereby as a condition to beginning work, employees in the specified job classifications must be wearing the required protective footwear.
- Approve employee protective footwear purchase and reimbursement by following the ERP, Travel, Expense and Procurement Process
- Determining if damaged or excessively worn protective footwear is due to employee performance on the job and is eligible for replacement by reviewing Attachment C.
- Ensuring that all employees use and maintain their protective footwear.
- Initiating departmental disciplinary action for non-compliance with this policy.
- Immediately reporting newly identified foot hazards to the department for discussion.

Employee

- Purchasing appropriate protective footwear in accordance with the requirements outlined in this policy.
- Properly using protective footwear in accordance with the requirements of this policy and the manufacturer's instructions.
- Regular inspection and proper maintenance of protective footwear.
- Reporting damage or excessive wear of protective footwear to your supervisor.
- Immediately report newly identified foot hazards to your supervisor.

Risk & Safety Manager

- Provide technical assistance to employees, supervisors, and department heads.
- Maintain and publish the Replacement Eligibility Schedule by employee and assist with the process of purchasing protective footwear purchase in accordance with the policy.
- Annual Review of this policy to ensure compliance and effectiveness.

ATTACHMENT A

Job Hazard Assessment (JHA) Foot and leg Injuries

Instructions: This form is to be completed by the supervisor with employee involvement to assess the workplace to determine if there is a reasonable danger of foot injuries. **This form is needed if a position is not listed under the "Classification List in Attachment B".** For record keeping, all completed JHAs are to be forwarded to the Risk & Safety Manager.

Dept/Unit	Job Classification	Date	Employees (Employees involved in evaluation)

Summarize Job Duties:

List Essential Functions of Job:

Hazard Assessment			
Yes	**No**	**Type of Hazard**	**If yes, describe the job task** Example: Hot/wet surfaces like blacktopping, slippery surfaces like culvert replacement
		Heavy objects such as barrels or tools that might roll onto or fall on employee's feet?	
		Sharp objects such as nails or spikes that might pierce the soles or uppers of ordinary shoes?	
		Molten metal that might splash on feet or legs?	
		Hot or wet Surfaces?	
		Slippery surfaces?	
		Potential for electrical hazards?	
		Does the job classification work outside when temperatures are below 30°? What length of time?	

Other items to consider and/or comments:

Supervisor Signature	**Date**

ATTACHMENT B

Job Classifications Required to Wear Protective Footwear Requirements:

A. Protective footwear models certified to comply with ASTM standards, specified in 902.03. Protective footwear shall be of the sturdy 6" or higher work boot-type for the Highway, Parks & Recreation, and Surveyor departments, and the 8" or lower work boot/shoe for the Facilities Services, Administration, Assessor, Human Resources, and Planning & Zoning.

B. Winter boots and logging boots are required to be worn by the following job classification when determined by the immediate supervisor that such hazards are present in the routine performance of the employee's job duties.

C. Steel or composite toe protective footwear is required to be worn by the job ***Classifications Listing***.

Classification Listing-

Administration

- Assistant County Administrator (Property Services)

Assessor

- Assistant County Assessor
- County Assessor
- Principal Appraiser
- Property Appraiser

Facilities and Fleet Services

- Facilities HVAC Technician*
- Facilities Maintenance Technician*
- Facilities Manager*
- Facilities Master Electrician*
- Facilities Supervisor*
- Director of Facilities and Fleet Services
- Automotive Mechanic
- Parks Mechanic
- Inventory Control Person
- Diesel Mechanic
- Shop Maintenance Superintendent
- Fleet & Asset Manager
- Fleet Services Supervisor

Highway

- Assistant Highway Engineer
- Construction Manager
- Design Engineer
- Diesel Mechanic
- Highway Design Technician
- Highway Engineer
- Highway Maintenance Superintendent
- Highway Maintenance Supervisor*
- Highway Maintenance Worker I and II*
- Highway Technician I*
- Highway Technician II*
- Permit Technician
- ROA Agent -Engineer Assistant
- Sign Technician*
- Sign Technician – Hwy Maintenance Worker*
- Traffic Engineer

Planning & Zoning

- Building Inspector*
- Building Official*
- Compost - Recycling Facility Assistant*
- Compost – Recycling Facility Manager
- Environment Health Inspector
- Environment Health Supervisor
- Feedlot Program Administrator*
- Assistant Planning and Zoning Administrator
- Planning and Zoning Administrator

Project Administration

- GIS Analyst
- GIS Coordinator

Surveyor

- County Surveyor
- Deputy County Surveyor
- Survey Technician I*
- Survey Technician II*
- Survey Technician III*

Human Resources

- Risk Manager Specialist
- Risk & Safety Manager

Parks & Recreation

- Agricultural Drainage Inspector*
- Agricultural Drainage & Natural Resources Supervisor*
- Agricultural & Drainage Coordinator*
- Director of Parks & Recreation
- Parks Natural Resources Technician I and II*
- Parks Recreation Maintenance Aide*
- Parks Maintenance Supervisor*
- Parks and Recreation Operations Manager
- Park Service Coordinator
- Parks Services Specialist*
- Recreation Specialist (Winter Boots Only)

Includes Seasonal & Temporary employees

****Eligible for Winter Boots***

Classification Listing Updated on December 31, 2025

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 *
12/16/2025 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
RED4097

Item Details

Board Action Requested (this is what will appear on the Agenda) *
Confirm Commissioner Schoen's Parks Commission Appointment, Perry Buffie, of Rockford, MN, Effective January 1, 2026 for a Term of 3 Years

Short Title (what will appear on Agenda outline - 250 character max.) *
Confirm Commissioner Schoen's Parks Commission Appointment, Perry Buffie, of Rockford, MN, Effective January 1, 2026 for a Term of 3 Years

Value Stream the request primarily aligns with:
Optimize Civic Engagement

Briefly describe how the request aligns with the selected value stream.
Engaging the community throughout the County to ensure the Department's goals and vision aligns with the needs of the Community.

Describe the impact on staffing resources.
N/A

Fiscal Impact:
Parks and Recreation Commissioners receive a stipend of $50 per meeting

Background/Justification:
Mr. Buffle lives and works in District 4. His interest align well with the goals and vision of the department.

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
Moved to agenda

County Administrator Review

County Administrator Decision

Notes

WRIGHT COUNTY
MINNESOTA

Agenda Item

Destination and Workflow

Meeting Type: *
Board Meeting

Requestor Name
Tracy Janikula

Requestor Title
Feedlot Program Administrator

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

Target Meeting Date *
12/16/2025 9:00 AM - Board of Wright County Commissioners

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

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

Originator
STD2320

Item Details

Board Action Requested (this is what will appear on the Agenda) *
Approve County Feedlot Program Delegation Work Plan

Short Title (what will appear on Agenda outline - 250 character max.) *
Approve County Feedlot Program Delegation Work Plan

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

Briefly describe how the request aligns with the selected value stream.
A work plan is required as part of the Feedlot Program Delegation Agreement and includes requirements for inspections of livestock farms to address water quality concerns.

Describe the impact on staffing resources.
Grant funds pay for part of the cost of the Feedlot Program Administrator position.

Fiscal Impact:
Grant funds received bring down the total cost of Feedlot Program administration.

Background/Justification:
The Minnesota Pollution Control Agency requires that the County Feedlot Program Delegation Work Plan is reviewed by the County Board. - (Grant Funding For This Work Plan Will Be Authorized By The Board Chair Via Docusign).

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
2026 - 2027 Delegation Agreement Work Plan.pdf	Attachment

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision
Approved

Notes
Moved to agenda

County Administrator Review

County Administrator Decision

Notes

Minnesota Pollution Control Agency County Feedlot Program Delegation Agreement Work Plan

(When completing this document, make sure to fill in the grey boxes and Xs with the specified information.)

Delegation Agreement Years:	**2026 – 2027**
County:	Wright
County Feedlot Officer (CFO):	Tracy Janikula
If CFO is employed solely by SWCD, list designated County employee who will sign permits/Grant Agreement:	
Telephone number(s):	763-682-7334
Email address(es):	tracy.janikula@wrightcountymn.gov

A. Strategies

Minn. R. ch. 7020.1600, subp. 3a. states a County must develop annual plans and goals in accordance with registration, inspection, compliance and owner assistance responsibilities as well as permit goals, complaint response and staffing levels.

Registration Strategy

See Appendix A for additional clarifying information regarding Registration of feedlots.

1. **Please indicate the method(s) the County will use to provide a feedlot owner, who does not have an email address, with a registration receipt within 30 days of the county entering the registration information into the online registration service:** *(Double-click on checkbox and select "checked." Select all that apply.)*
   - ☒ A registration receipt letter or mailing copy of record.
   - ☒ An inspection letter that contains confirmation about registration/re-registration.
   - ☒ A permit and/or a permit cover letter that contains confirmation of registration/re-registration.
   - ☐ The County will document the dated 30-day registration receipts, as described below:

2. **Please indicate how the County will register sites using the online registration service. Select all that apply or provide a narrative if the County is planning to conduct registrations in another manner then those provided below:**
   - ☐ The County will advise feedlot owners to use the online registration service to register new feedlots or update existing feedlot registration information.
   - ☒ The County will request feedlot owners complete and submit a registration data collection sheet. Upon receiving completed registration data collection sheets, the County will enter registration information into the online registration service for feedlot owners.
   - ☒ The County will collect registration information during site inspections and will enter registration information into the online registration service for feedlot owners.

☒ The County will use information provided by feedlot owners on permit application forms and/or Notices of Construction forms and will enter registration information into the online registration service for feedlot owners.

3. ☒ **The County will address facilities that upon re-registration show an increase in animal units, a change or addition to animal types, or a change or addition to manure storage (i.e., liquid storage not previously included) by contacting the feedlot owner to verify the information provided in the updated registration and determine if other actions (i.e. site inspection, permitting, enforcement action or update of NMP) are needed to address the changes in the registration.**

4. **Please describe the strategy and timeline the County shall follow to address facilities that are not registered/re-registered in the current and/or prior four-year registration cycle.** *Select all that apply:*

☒ Register/re-register sites throughout the four-year registration cycle.

☐ Register/re-register sites early in the fourth year of the registration cycle.

☒ Sites required to be registered that do not have a current registration (registered prior to January 1, 2022) Date will be inspected or contacted to verify animal numbers so registration can be updated.

☐ Other (Example: How the county will address multiple AIs/sites that have the same address. Describe below:)

Inspection Strategy

For assistance with completing this part of the Delegation Agreement Work Plan please see **Appendix A.** A County must have an inspection strategy for the purpose of identifying pollution hazards and determining compliance with discharge standards, rules and permit conditions.

Note: *At least half of the required seven percent inspections need to be "Compliance" inspections. However, stockpile and manure storage area closure inspections conducted on their own do not count towards the County's minimum seven percent inspection rate.*

Required Inspection Strategies

Strategy	Year 1	Year 2
Conduct compliance inspections at existing sites that have not had an inspection within the last year and have submitted permit applications proposing construction or expansion to ensure that the appropriate permit is issued.	Yes ☒ No ☐	Yes ☒ No ☐

The County's inspection strategy shall include goals for conducting a **majority** of inspections at high risk/ high priority sites. The strategy may also include goals for low risk/low priority sites. The County may choose from the provided examples and/or write an alternative strategy in the space provided in the below sections.

High risk/High priority sites *(check all that apply):*

☒ Sites within shoreland, a Drinking Water Supply Management Area (DWSMA), or other prioritized impaired waters.

☒ Sites that have open lot area(s) without runoff controls.

☐ Sites that have never been inspected that fall into the first two checkboxes.

☐ Sites that, according to previous inspections, have not been maintaining adequate land application records and/or manure management plans.

☒ Sites constructing Manure Storage Areas (MSA) and open lot runoff controls.

☐ Conduct phosphorus inspections within a formally designated area. *Sites within high nitrate vulnerable areas or that may apply manure to high nitrate vulnerable areas. Refer to the Nutrient Management Planning Map and the Vulnerable groundwater area layer link: https://experience.arcgis.com/experience/b99690542f364a6dace31df6fab2e55a*

☐ Alternative Strategy *(explain alternative strategies below):*

Low risk/Low priority sites *(check all that apply):*

☐ Sites within a specified size category (i.e., 300-499 AU). *Please explain/describe your inspection strategies in the text box below.*

☐ Sites within a watershed, township or other formally designated area.

☐ Conduct phosphorus inspections within a specific watershed, township or other formally designated area.

☐ Conduct in-field land application inspections within a specific watershed, township or other formally designated area.

☐ Conduct phosphorus inspections as part of a compliance inspection.

☐ Conduct in-field land application inspections as part of a compliance inspection or at non-NPDES sites >300 AU.

☐ Conduct inspections at all sites in the County on a five year or less rotating basis.

☒ Conduct inspections at sites required to be registered that have never been inspected.

☒ Alternative Strategy *(explain alternative strategies below):*

Conduct inspections at sites that have had a change in ownership since the previous inspection.

Inspection Strategies

Inspection Strategy	Inspection Goal Year 1*	Inspection Goal Year 2*
Sites in shoreland or a DWSMA	5	5
Sites with open lots without runoff control	8	8
Sites constructing MSA and open lot runoff controls	2	2
Sites required to register that have never been inspected	2	2
Total:	**17**	**17**

**Enter the number of inspections the County predicts will be completed for each category.*

***Note:** Numbers entered for in-field land application goals must be quantified by feedlot sites and not individual farm fields.*

At least seventy five percent (75%) of inspection data shall be entered into Tempo within 120 days of the inspection. Minimally funded counties may enter data less frequently.

☒ Yes, I agree ☐ No I do not agree (*discuss with MPCA staff*)

Note:

- Counties need to enter data from all feedlot inspections at feedlots required to be registered into Tempo by no later than ***February 1*** of the year following the end of the program year.
- Counties that enter ninety percent (90%) of inspection data within 60 days of the inspection date will receive four (4) Performance Credits.

Be sure to read and understand Appendix A for required inspection documentation.

Compliance Strategy

1. Please state the various initial method(s) and practice(s) the County will use in response to **compliance inspections** that result in non-compliance: (Blatant violations will be referred to MPCA as soon as possible in accordance with Appendix C.)
   - ☒ Include corrective actions with completion deadlines in the inspection results notification letter.
   - ☐ Issue a Letter of Warning (LOW) or a Notice of Violation (NOV) that will include corrective actions and deadlines.
   - ☒ Issue an interim permit that includes timelines for corrective actions.
   - ☐ Other (describe below):

2. Please indicate the various initial method(s) and practice(s) the County will use in response to **land application inspections** that result in non-compliance: (Blatant violations will be referred to MPCA as soon as possible in accordance with Appendix C.)
   - ☒ Address non-compliance at the same time the facility non-compliance is addressed. See above.
   - ☒ Include corrective actions with completion deadlines in the inspection results notification letter.
   - ☐ Issue an LOW or NOV that will include corrective actions and deadlines.
   - ☐ Other (describe below):

3. Notification of inspection results, including corrective action(s) and completion deadlines, shall be sent to feedlot owners. For compliance inspections and/or desktop N & P record reviews the notification of results will be sent to feedlot owners within 30 days of a compliance determination. County intends to follow-up with feedlot owners to evaluate progress.
   ☒ Yes, I agree ☐ No I do not agree (*discuss with MPCA staff*)

4. Explain how the County will escalate enforcement action when progress is not being made on corrective actions. (***Note:*** *See Appendix C – MPCA memorandum on CFO referral to MPCA.)*
   A follow-up letter with reminders and to see if they've applied for cost share. Then utilize the LOW and NOV letters, if warranted.

Owner Assistance Strategy

1. Please describe the type and number of activities you plan to conduct during the term of this DAWP and how you will track the number of producers reached. (Example: group education events, newsletters, newspaper articles, producer surveys, distribution of manure sample containers, help with MMP writing, social media posts.)

Manure storage and land application handouts are given to each producer during compliance inspections and if they come to the office with questions. This will reach about 18 producers.

Counties are pre-approved to conduct publicity based on their Owner Assistance Strategy. Counties need to add "Paid for by a grant from the State of Minnesota" to any originally created Minn. R. ch. 7020 information intended for distribution.

2. Provide assistance to feedlots applying manure within MDA Level 2 DWSMAs in the county. Assist those feedlots with 300+ AU with MMP development and record keeping within the Nutrient Management Tool. Assist feedlots under 300 AU to understand and implement the "Small Farm MMP" and record keeping forms provided by the MPCA. Please explain how the County plans to provide this assistance for these feedlots, below.

   ☒ Not Applicable (There are no Level 2 DWSMA's within the County.)

Communication strategy (The communication strategy is intended to ensure that effective communication occurs between CFOs and MPCA regional representatives. Below are opportunities for connecting face to face or virtually. Describe how intentional communication will occur over the two-year work plan.)

1. **Please describe the strategy the County intends to follow to communicate updates and needs with MPCA over the 2-year work plan cycle.** *(Double-click on checkbox and select "checked." Select all that apply.) Examples are below:*

   ☒ Attend regional meetings.

   ☒ Attend the MACFO Conference.

   ☐ Have quarterly check-ins with MPCA Regional Rep, using designated check-in form.

   ☐ Submit permit review documents to MPCA regional rep prior to issuing.

   ☐ Attend a live U of MN training (MinnFARM, Nutrient Management).

   ☐ Review first two inspections of the year with MPCA regional rep.

   ☐ Alternative Strategy (describe below):

   - The check-in form to be used is in the Feedlot Folder in Tempo Help.

B. Delegated County Minimum Program Requirements (MPRs)

Minn. Stat. § 116.0711, subd. 2. (c) states that 25% of the total appropriation must be awarded according to the terms and conditions of the following MPRs.

Inspection MPRs

A County must inspect seven percent (7%) or more of their State required registered feedlots annually, as determined by the table in Appendix B, to be eligible for the Inspection MPR award. A full compliance inspection, a construction inspection, a desktop nitrogen and phosphorus record inspection (desktop N & P) or an in-field land application inspection may only count once towards the minimum seven percent inspection rate. A second inspection done at the same site in the same year would be counted towards performance credits. At least half of the seven percent (7%) inspections need to be compliance inspections. The remaining half can be a combination of construction inspections, desktop nitrogen and phosphorus record inspections or in-field land application inspections. **Note:** the stockpile and manure

storage area closure inspections, on their own, do not count towards the minimum seven percent inspection requirement.

Inspection MPRs	Year 1	Year 2
1. Agency-approved number of feedlots required to be registered by the State. (For Year 1, enter the "Feedlots Eligible for Funding" number for your county found in Appendix B. For Year 2, the Agency-approved number of feedlots for each county will be determined by the MPCA around April 1, 2026. Counties will need to determine the number of inspections that need to be conducted to meet their 7% inspection rate based on the number of Agency-approved feedlots at that time.)	220	[XXX] The 2027 MPCA approved number of feedlots is to be added by the county in 2026.
2. County–Agency agreed upon inspection rate. *(Enter "7%" unless a different inspection rate percentage was negotiated.)*	7 %	7 %
3. County–Agency agreed upon inspection number for the identified time period. *(Calculate 7% of the number from item 1. If not a whole number, round up to the nearest 0.5 and enter it here. Example: 12.0 =12.0, 12.1 thru 12.5 = 12.5, 12.6 thru 12.9 = 13.0)*	15.5	[XXX] To be added by the county in 2026.

Non-Inspection MPRs

Registration MPRs	Yes	No
1. The County will register and maintain registration data in the Tempo database (Minn. R. ch. 7020.0350, subp. 1 and 7020.1600, subp. 2. C). *Instructions for entering registration information into the online registration system are available in Tempo HELP/Feedlot folder/Registration Information folder/ "Online Registration FAQs.docx"*	☒	☐
2. The County issues a registration receipt to the feedlot owner within 30 days of entering registration information into the online registration service if the site owner does not have an email address (Minn. R. ch. 7020.0350, subp. 5). *A file review should indicate the County has fulfilled the registration receipt requirement as stated in their Delegation Agreement Work Plan Registration Strategy.*	☒	☐
The County acknowledges the following: a. The MPCA will run a report on or about January 30, 2026 to determine the number of feedlots the County will receive funding for during 2027 and 2028. b. In order for feedlot sites to count for funding purposes for 2027 and 2028 they must: • Have a locked registration in Tempo, • Have a registration Effective Start Date of January 1, 2022 or later; and • Be required to register: 10 or more AU in shoreland areas or 50 or more AU outside shoreland areas.	☒	☐

Inspection MPRs	Yes	No
3. The County maintains a record of all compliance inspection results, including land application inspections, conducted at feedlots required to be registered. At a minimum, counties must maintain on file (electronic or paper) inspection documentation as outlined in Appendix A (Minn. R. ch. 7020.1600, subp. 2.H.). *A file review should indicate that the County uses and maintains on file inspection documentation as stated in their Delegation Agreement Work Plan Inspection Strategy.*	☒	☐
4. The County enters data from all feedlot inspections at feedlots required to be registered into Tempo no later than **February 1** of the year following the end of the program year (Minn. R. ch. 7020.1600, subp. 2.H) **and** at least seventy five percent (75%) of inspection data shall be entered into Tempo within 120 days of the inspection. Minimally funded counties may enter data less frequently. *A Tempo database query should indicate that inspection checklist data was entered into Tempo within required parameters.* *Instructions for entering an inspection into Tempo are available in Tempo HELP/Feedlot folder/ Inspection Information folder.*	☒	☐
The County acknowledges the following: a. For inspections to count toward the required seven percent (7%) inspection rate they must*: • Be at sites that are required to register: 10 or more AU in shoreland areas or 50 or more AU outside shoreland areas. • Have a locked inspection in Tempo; and • Have occurred during the CFO Annual Report reporting year. *If at the time of inspection a site has a current (January 1, 2022 or later) locked registration with animal numbers that require registration (10 or more AU in shoreland or 50 or more AU outside of shoreland), and as a result of the inspection the registration information is updated to animal numbers that no longer require registration, the inspection shall count toward the seven percent (7%) inspection rate. b. Inspections at feedlot sites will **not** count toward the required seven percent (7%) inspection rate if: • Inspection information is not entered into Tempo, or • Inspections entered into Tempo are not locked.	☒	☐
5. The County's Inspection Strategy has been approved by the agency (Minn. R. ch. 7020.1600, subp. 3a.B(1-2)). *The County's CFO Annual Report should indicate the County initiated inspection plans and goals as stated in their Delegation Agreement Work Plan Inspection Strategy.*	☒	☐

Compliance MPRs	Yes	No
6. The County will notify the producer, in writing or via email, of the results of any inspection. The notification must include a completed copy of the Minnesota Feedlot Inspection Checklist (wq-f3-45e). (Minn. R. ch. 7020.1600, subp. 3a.B(5)(a)). For compliance and desktop N & P inspections the written or emailed inspection notification shall be within 30 days of a compliance determination. *A file review should indicate the County has notified the producer(s) of compliance inspection results. Notification must be in writing or via email.*	☒	☐
7. The County will bring feedlot operations into compliance through the implementation of scheduled compliance goals as stated in the County's Delegation Agreement Work Plan Compliance Strategy (Minn. R. ch. 7020.1600, subp. 3a.B(5)). *A file review should indicate that the County brought non-compliant feedlots into compliance as stated in their Delegation Agreement Work Plan Compliance Strategy.*	☒	☐
8. The County maintains documentation and correspondence for any return to compliance from a documented non-compliance status (Minn. R. ch. 7020.1600, subp. 2.H). *When a County records a corrective action in Tempo, the file should contain documentation verifying the corrective action. Tempo should indicate that the audit data screen is correctly filled out for partial or complete upgrades and the Violations screen in Tempo has been updated to reflect the return to compliance.*	☒	☐

Permitting MPRs	Yes	No
9. The County will issue permits within the 60/120-day time period according to Minn. Stat. § 15.99 (Minn. R. ch. 7020.0505, subp. 5.C). *A file review should indicate that the County date stamps all application components and, if applicable, uses letters to notify producers of incomplete applications. An application component received by the County electronically (via email) does not need a date stamp provided the dated email is saved with the document.*	☒	☐
10. The County will make sure all permit applications are complete. (Minn. R. ch. 7020.1600, subp. 2.C). *A file review should indicate that the County uses the most recent agency-approved permit application checklist, verifying the information contained in the application is complete and accurate. When required a complete and accurate Manure Management Plan (MMP) must be submitted with the permit application.* ***Note:*** *upon UMN extension N recommendation changes, being incorporated into the MPCA's Nutrient Management Tool, (NMT), the county will encourage/promote the use of Online NMT when feedlot owners are required to develop MMP's as part of a permit application.*	☒	☐

Permitting MPRs	Yes	No
11. The County will ensure producer compliance with required notifications (Minn. R. ch. 7020.2000, subp. 4 and subp. 5). *Public notifications for new or existing feedlots with a capacity of ≥500 AU proposing to construct or expand must include the following information:* *a. Owner(s) name(s) or legal name of the facility;* *b. Location of facility - county, township, section, quarter section;* *c. Species of livestock and total animal units;* *d. Types of confinement buildings, lots, and areas at the animal feedlot; and* *e. Types of manure storage areas.* *Public notification is completed by equal or greater notification of one of the following:* *a. Newspaper (affidavit in file);* *b. Delivery by mail or in person; or* *c. As part of a county/township permitting process (Conditional Use Permit);* *d. A copy of the newspaper including date of publication;* e. *A printed copy of the notification from the newspaper website including date of publication.*	☒	☐
12. The County will issue the appropriate permit after completion of required notifications (Minn. R. ch. 7020.2000, subp. 4, 5). *A file review should indicate that permits have been issued more than twenty (20) business days after public notifications.*	☒	☐
13. The County will ensure that manure management plan (MMP) conditions have been met according to Minn. R. ch. 7020.2225, subp. 4.D prior to permit issuance (Minn. R. ch. 7001.0140). Upon UofM Extension nitrogen recommendation changes, incorporation of the changes into MPCA's NMT and MPCA providing notice to the Delegated Counties, the county will encourage/promote *use of MPCA online services for submittal of nutrient management plan development for CSF permit applications at sites with 300 AU or more & for Interim permit applications.* *A file should contain either a an NMP and a completed NMP review checklist for any interim permit issued for a site 100 or >100 AU; an NMP and a completed MMP review checklist for any CSF (construction short form) permit issued for a feedlot over 300 AU; A file review will confirm that a copy of the most recent Agency-approved MMP review checklist is in the permit file and verify that the NMP is complete, accurate and meets feedlot rule requirements as verified through the use of Tableau reports (i.e., Nutrient Management Tool Plan Reviewer) and the NMP review checklist.*	☒	☐
14. The County will ensure that a producer who submits a permit application that includes a liquid manure storage area (LMSA) meets the requirements in Minn. R. ch. 7020.2100. *A file review should indicate that MPCA engineering staff reviewed nonconcrete LMSAs, and for LMSA not requiring MPCA engineering staff review, the County uses the most recent Agency-approved LMSA checklist and that LMSA plans and specifications are complete, accurate and meet feedlot rule requirements as verified using the LMSA checklist.*	☒	☐

Permitting MPRs	Yes	No
15. The County will ensure that any pollution problems existing at a producer's site will be resolved before the permit is issued or will be addressed by the permit (Minn. R. ch. 7020.0535, subp. 7 and 7001.0140). *A file review should indicate the County issues interim permits in appropriate situations and conducts an inspection at existing sites within one year prior to permit issuance.*	☒	☐

Complaint Response MPR	Yes	No
16. The County maintains a record of all complaint correspondence. (Minn. R. ch. 7020.1600, subp. 2.H. and subp. 2.J.(6)) *The County maintains a complaint log and promptly reports to the MPCA any complaints that represent a possible health threat, a significant environmental impact or indicate a flagrant violation.* *The complaint log should include:* *a. Type of complaint;* *b. Location of complaint;* *c. Date and time complaint was made;* *d. Facts and circumstances related to the complaint; and* *e. A statement describing the resolution of the complaint.*	☒	☐

Owner Assistance MPR	Yes	No
17. The County's Owner Assistance Strategy has been approved by the agency. (Minn. R. ch. 7020.1600, subp, 2.J.(5) and subp. 3a.B.(7)) *A review should indicate the County initiated their plan as stated in their Delegation Agreement Work Plan Owner Assistance Strategy.*	☒	☐

Staffing Level and Training MPR	Yes	No
18. The CFO (and other feedlot staff) attend training necessary to perform the duties of the feedlot program and is consistent with the agency training recommendations. (Minn. R. ch. 7020.1600, subp. 2.K.) *The County should complete a minimum of 18 continuing education units (CEUs). Each unit consists of one hour of training related to Minn. R .ch. 7020 competency areas: regulating new construction, conducting inspections and evaluating compliance, handling complaints and reported spills, responding to air quality complaints, resolving identified pollution problems, communicating with farmers and the agricultural community.*	☒	☐

Air Quality MPR	Yes	No
19. The County maintains a record of all notifications received from feedlot owners claiming air quality exemptions including the days exempted and the cumulative days used. (Minn. R. ch. 7020.1600, subp. 2.I.) *The County should maintain a pumping notification log. The log should include:* *a. Names of the owners/legal facility name;* *b. Location of the facility (county, township, section, quarter);* *c. Facility permit number; and* *d. Start date and number of days to removal.*	☒	☐

Web Reporting Requirement	Yes	No
20. The County maintains an active website listing detailed information on the expenditure of County program grant funds and measurable outcomes as a result of the expenditure of funds. (86th Legislature, MN Session Laws 2009, Chapter 37 – H. F No. 2123, article 1, section 3, subdivision 1) *As of July 1 of the current program year, the CFO Annual Report and MPCA Financial Report from the previous program year should be posted on the County's website:* *https://www.revisor.mn.gov/laws/?year=2009&type=0&doctype=Chapter&id=37*	☒	☐

Appendix A

2026-27 Delegation Agreement Work Plan Guidance

This Delegation Agreement Work Plan applies to feedlots that are required to be registered under Minn. R. ch. 7020.

If a Delegated County (County) will not be able to meet their registration, inspection, compliance and/or owner assistance strategies during the year the County needs to communicate this with the MPCA in a timely manner and work with MPCA to determine an acceptable alternative. If a County is unable to achieve the strategies of the Delegation Agreement Work Plan, they risk losing funding. A County that does not meet the minimum seven percent inspection rate may be at risk for losing funding.

1. **Data Practices**

   Any data requested that is part of the Tempo warehouse data dump, MPCA's "What's in my Neighborhood" and a submitted permit application and Manure Management Plan is public information. As such the county is not required to immediately notify the MPCA and is does not need to await direction on whether the county can disseminate this data to the public. The county can release this public data because this statement is a blanket approval for the county to do so.

2. **Registration**

   a) Producer contact information

   - If a feedlot owner provides contact information (phone / email) it needs to be entered. Counties should not enter their own contact information if a feedlot owner has provided contact information.
   - If a feedlot owner does not provide contact information an effort should be made by the CFO to gather/obtain feedlot owner contact information (phone/email) before entering registration information so, if possible, the feedlot owner's contact information is entered rather than the contact information of the CFO.
   - Entering CFO contact information (phone/email) as part of a feedlot's contact information should only be done as a last resort, meaning that either:
   - The feedlot owner does not have phone/email contact information.
   - The feedlot owner is unwilling to provide contact information.

   b) Collected registration information

   - If a feedlot owner submits registration information to the county (i.e., Registration Data Collection sheet or permit application) so that the county can enter the registration information into the on-line registration service, the submitted information needs to be retained (attached in Tempo or in county file).

   c) Registration receipt

   - If a feedlot owner does not provide email contact information and CFO email contact information is entered as contact information for the feedlot, the CFO needs to clearly document receipt of registration back to the feedlot owner. Acceptable forms of documentation include:
     - Dated registration receipt letter;
     - Dated inspection letter that indicates registration was updated;

- Dated permit cover letter that indicates registration was updated; or
- The County will document the dated 30-day registration receipts as described in the Registration Strategy above.

d) Register / Update feedlot registration information when permits are issued

- When a feedlot owner submits an application for a feedlot permit or Notice of Construction, the CFO needs to ensure that:
- New feedlot sites are registered based on the information submitted; and
- Registration information is updated for existing feedlot sites based on the information submitted.

6. Types of Inspections

Please refer to the Minnesota Feedlot Inspection Checklist (Checklist) to learn more about a feedlot inspection. All inspections must be documented.

Compliance Inspection is an onsite, full facility inspection during which all parts of the feedlot are inspected. When inspecting a site registered for ≥100 AU, the nitrogen section of the Checklist must be filled out for the inspection to be complete. When entering an inspection of this type into Tempo, select *FE Compliance Inspection* as the Compliance Evaluation Type and load applicable checklist.

Construction Inspection is an onsite inspection completed at a feedlot site that is constructing. A construction inspection typically involves just inspecting the construction activity that is taking place and does not require inspection of other parts of the feedlot. When entering an inspection of this type into Tempo, select *FE Construction Inspection* as the Compliance Evaluation Type and load applicable checklist.

Complaint Inspection is an inspection conducted in response to a complaint. A complaint inspection typically involves just inspecting the portion of the feedlot, land application site, manure stockpile or other areas relating to the complaint and does not require inspection of any other area not directly related to the complaint. When entering an inspection of this type into Tempo, select *FE Complaint Inspection* as the Compliance Evaluation Type.

Stockpile Inspection is an onsite inspection conducted to inspect one or more stockpiles. A stockpile inspection typically involves just inspecting the portion of the feedlot relating to the stockpile(s) and does not require inspection of other parts of the feedlot. The stockpile section(s) of the Checklist must be filled out for the inspection to be complete. When entering an inspection of this type into Tempo, select *FE Stockpile Inspection* as the Compliance Evaluation Type and load the applicable checklist portions.

Manure Storage Area Closure is an inspection that has been conducted at a facility and the inspector has evaluated the site's compliance with manure storage area closure requirements. If you have received a notification of manure storage area closure and did not inspect the facility, follow the procedure for "How to enter Notification of Manure Storage Area Closure" located here (file://pca.state.mn.us/xdrive/Tempo/Feedlot/).

***Note**: The stockpile and manure storage area closure inspections, on their own, do **not** count towards the minimum seven percent inspection requirement.*

Land Application Inspections

- **Phosphorus Inspection** is an inspection of the phosphorus portion of land application records that is conducted in conjunction with a compliance inspection of a site registered for ≥300 AU. The phosphorus section of the Checklist must be filled out for the inspection to be complete. Feedlot owners are required to maintain three (3) years of field records when fields do not have sensitive features and six (6) years when fields do contain sensitive features. **Please see phosphorus inspection guidance found on the MPCA County Feedlot Officers webpage for more information.**
- **Desktop Nitrogen & Phosphorus Record Review** is an inspection of both nitrogen and phosphorus land application records of a site registered for ≥300 AU. This is an independent inspection conducted without inspecting other parts of the feedlot. The nitrogen and phosphorus sections of the Checklist must be filled out for the inspection to be complete. This inspection typically would be conducted in the office after requesting and receiving application records, but it could also be conducted onsite. When entering an inspection of this type into Tempo, select *FE Desk-top Nitrogen & Phosphorus Record Inspection* as the Compliance Evaluation Type and load the applicable checklist. **Note:** When a Desktop Nitrogen & Phosphorus Record Inspection is conducted, review of the phosphorus portion of the records must be completed in the same manner as described in the Phosphorus inspection above.
- **In-field Land Application Inspection** is an onsite/in-field inspection that focuses on land application practices including but not limited to discharges and setback requirements. The inspection should include a review of the MMP as applicable. The in-field land application inspection section of the Checklist must be filled out for the inspection to be complete. When entering an inspection of this type into Tempo, select *FE In-field Land Application Inspection* as the Compliance Evaluation Type and load the applicable checklist. In-field land application inspections should focus on fields that have sensitive features present.

A special note about inspections at facilities designated as a large CAFO or operating under an NPDES or SDS Permit:

County inspections conducted at NPDES/SDS/CAFO sites DO **NOT** count towards the minimum seven percent (7%) inspection rate. If the inspection was requested of the County by MPCA feedlot program staff the County can add that inspection to the CFO Annual Report to obtain performance credits.

7. Inspection Documentation

Required

Each compliance inspection must be documented. A Checklist must be used for all compliance inspections as applicable (MPR #3). The results of compliance and land application inspections are to be documented and communicated in writing or via email to the feedlot owner. For compliance inspections and desktop N & P record reviews results are to be communicated to the feedlot owner within 30 days of a compliance determination (MPR #6).
Both the Checklist and the written communication of inspection results to the feedlot owner need to be either in the County's file or uploaded into Tempo.
It is not necessary to document and communicate results to the feedlot owner for a construction or complaint inspection unless compliance issues are discovered as a result of the inspection.

For **Compliance** inspections at feedlot sites with ≥300 AU where **manure application records are kept**, documentation in the file must include:

- The Checklist;
- Written communication of the inspection results;
- A copy or photo of a representative sample of manure application records that were evaluated. Examples include manure and soil sample results, field maps with application rates, MPCA Manure Planner; (This is not tied to an MPR.)
- The County's evaluation of nitrogen rates (i.e., nitrogen rate worksheet). Include documentation used to make a nitrogen determination; and
- The County's evaluation of phosphorus rates (i.e., phosphorus rate worksheet), if an optional phosphorus inspection is conducted in conjunction with a compliance inspection.

The County can also include additional items (photos, site map, etc.) as part of the inspection file if they determine it is applicable or necessary to document the inspection.

For **Compliance** inspections at feedlot sites with 100-299 AU where **manure application records are required to be kept**, documentation in the file must include:

- The Checklist;
- Written communication of the inspection results;
- The County's evaluation of nitrogen rates (i.e., nitrogen rate worksheet). Include documentation used to make a nitrogen determination; and
- The County's evaluation of phosphorus rates (i.e., phosphorus rate worksheet), if an optional phosphorus inspection is conducted in conjunction with a compliance inspection.

The County can also include additional items (photos, site map, etc.) as part of the inspection file if they determine it is applicable or necessary to document the inspection.

For **Desktop N & P** inspections documentation in the file must include:

- The Checklist;
- Written communication of the inspection results;
- A copy or photo of a representative sample of manure application records that were evaluated; (This is not tied to an MPR.)
- The County's evaluation of the nitrogen rates (i.e., nitrogen rate worksheet); and
- The County's evaluation of phosphorus rates (i.e., phosphorus rate worksheet).

The County can also include additional items as part of the inspection file if they determine it is applicable or necessary to document the inspection.

For Compliance **inspections** at feedlot sites where manure application records are **not** required to be kept (sites with less than 100 AU) and other types of inspections, documentation in the file must include the Checklist, written communication of inspection results to the feedlot owner and at least **one** of the following suggested pieces of documentation.

Suggestions

The following are suggestions for documenting an inspection. This documentation should be either in the County's file or uploaded into Tempo.

- **Compliance Inspection** - aerial photos, maps, camera photos, notes (on non-compliance)
- **Construction Inspection** - aerial photos, maps, camera photos, notes, copies or photos of contents of the owner's feedlot files or records, as-built documentation
- **Complaint Inspection** - aerial photos, maps, camera photos, notes, copies or photos of contents of the owner's feedlot files or records, land ownership records, nitrogen and phosphorus record review worksheets, manure and/or soil test results

- **Stockpile Inspection** - aerial photos, maps, camera photos, notes, locations of nearby sensitive features requiring setbacks, soil information (slope/depth to seasonal water table/texture)
- **Land Application Inspections** - aerial photos, maps, camera photos, notes, copies or photos of contents of the owner's feedlot files or records, land ownership records, nitrogen and phosphorus record review worksheets, manure and/or soil test results
- **Manure Storage Area (MSA) Closure** - either a letter stating that the MSA was closed in accordance with rule requirements and/or photo documenting the closure

For all inspection types except Construction and Complaint:

- Checklist must be used.
- Results must be entered in Tempo.
- A follow-up letter needs to be sent to the feedlot owner. The letter should include Checklist section(s) where non-compliance was identified (or a copy of the entire Checklist) and corrective actions/time frames for addressing non-compliance if applicable. For Compliance and Desktop N & P inspections the follow-up letter is to be sent to the producer within 30 days of compliance determination.
- Inspection documentation needs to be in County files or uploaded into Tempo.

For Construction and Complaint inspections:

- Inspection checklist can be used.
- Results must be entered in Tempo.
- Inspection documentation should be in County files or uploaded into Tempo.

How the minimum 7% inspection rate is determined and calculated:

1. A minimum of 7% of sites required to be registered must be inspected before any PCs are earned.
    - Only sites that received a Compliance, Construction, Desktop N&P, or In-field Land Application inspection can be used to satisfy the 7% minimum.
2. The following multipliers are used when using site inspections to satisfy the 7% minimum:
    - Sites that received a Compliance Inspection are counted as one (1.0) inspection.
    - Sites that received a Construction inspection are counted as one (1.0) inspection.
    - Sites that received a Desktop Nitrogen & Phosphorus Record inspection are counted as one (1.0) inspection.
    - Sites that received an In-field Land Application inspection are counted as one half (0.5) of an inspection.

How Performance Credits (PCs) are calculated

- Counties must meet or exceed 85% of the Minimum Program Requirements (MPRs) **and** the 7% minimum site inspection rate to be eligible to receive PCs.
- At **least half** of the site inspections used to satisfy the 7% minimum need to be **Compliance** inspections. The remaining half can be a combination of inspection types including Compliance, Construction, Desktop Nitrogen & Phosphorus Record Inspection, or In-field Land Application.
- PCs are not earned for inspections that satisfy the 7% minimum.

- Inspections are applied to the 7% minimum in the following order:
  1. Compliance
  2. Construction
  3. Desktop Nitrogen & Phosphorus
  4. In-field Land Application
- PCs are awarded for any inspection(s) not used to satisfy the 7% minimum based on the PC multipliers in the CFO Annual Report.

Examples

A county has 100 feedlots required to be registered. A minimum 7% inspection rate means a minimum of seven (7) feedlot sites need to be inspected and at least three and a half (3.5) of these inspections need to be Compliance inspections.

1. If the county inspects eight feedlot sites (8 Compliance inspections), they would receive 3 PCs for the extra Compliance inspection.
2. If the county inspects eight feedlot sites (7 Compliance and 1 Construction), they would receive 2 PCs for the extra Construction inspection.
3. If the county inspects nine feedlot sites (3 Compliance and 6 Construction), they would receive 0 PC. Only three Compliance inspections were done and that is not at least half (3.5) of the required 7% (7).
4. If the county inspects 13 feedlot sites (4 Compliance, 2 Construction, 1 Desk-top Nitrogen & Phosphorus and 6 In-field Land Application), they would receive 6 PCs.
   - 4 Compliance, 2 Construction, and 1 Desktop N&P inspections satisfy the 7%.
   - What is left goes towards PCs: 6 In-field Land Application x 1 = 6 PCs.
5. If the county inspects 18 feedlot sites (8 Compliance, 2 Construction, 1 Desk-top Nitrogen & Phosphorus and 7 In-field Land Application), they would receive 17 PCs.
   - The first 7 Compliance inspections go towards the 7%.
   - What is left goes towards PCs: one Compliance x 3 = 3 + two Construction x 2 = 4 + one Desktop N&P x 3 = 3 + seven In-field Land Application x 1 = 7 for a total of 17 PCs (3 + 4 + 3 + 7).
6. If the county inspects 15 feedlot sites (4 Compliance, 1 Construction, and 10 In-field Land Application), they would receive 6 PCs.
   - Four Compliance, one Construction, and four In-field Land Application inspections go towards the 7% (4 + 1 + {4 x 0.5=2} = 7).
   - What is left goes towards PCs: six In-field Land Application x 1 = 6 PCs.

How inspections count towards the minimum seven percent (7%) inspection rate:

Compliance and construction Inspections count toward the minimum 7% inspection rate, each as one (1) inspection.

Desktop Nitrogen & Phosphorus Record Review (conducted independent of a compliance inspection) at a feedlot site ≥300 AU counts as one (1) inspection. Credit will be given only if there are records available and if those records are sufficient to make a compliance determination on the nitrogen and phosphorus record and rate requirements. Therefore, looking at both nitrogen and

phosphorus records during a desk-top nitrogen and phosphorus inspection counts as one (1) inspection.

In-field Land Application Inspection at a feedlot site that is required to be registered or at a feedlot site that receives manure from a site required to be registered counts as one half (0.5) an inspection. In order for the in-field land application inspection to count towards the minimum 7% inspection rate, the feedlot that is the source of the manure should not be considered a large CAFO or operating under an NPDES or SDS permit.

It is important to note that only one inspection can be counted toward the minimum 7% inspection rate for any given feedlot site during the program year. For example, if a County completes a compliance inspection and an in-field land application inspection at the same feedlot site during the same program year, the in-field land application inspection cannot be counted towards the minimum 7% inspection rate. However, any additional inspections completed for the same feedlot site during the same program year may count towards performance credits.

If **at the time of inspection,** a site has a current (January 1, 2022 or later) locked registration with animal numbers that require registration (10 or more AU in shoreland or 50 or more AU outside of shoreland) and as a result of the inspection the registration information is updated to animal numbers that no longer require registration, the inspection shall count toward the 7% inspection rate.

8. **Inspection Strategy**

As part of developing a realistic inspection strategy the County needs to consider all of their strategies (compliance and land application) and the time commitment required. The County should not design their inspection goals to simply meet the minimum 7% inspection rate. Rather, the County is urged to set inspection goals according to their inspection needs such as feedlots that have never been inspected. The County needs to be realistic with their inspection strategy because they will be required to initiate and work towards these strategy goals (MPR #5).

Recommended Approach for Developing an Inspection Strategy

Step 1. The first step is to calculate the number of feedlots the County intends to inspect annually. The County needs to set a goal of inspecting at least 7% of the total number of feedlots required to be registered in the County. Given this formula, a County with 300 feedlots would need to conduct 21 compliance inspections or a combination of 21 compliance/construction/desk-top nitrogen and phosphorus record/in-field land application inspections annually. One in-field land application inspection counts as one half (0.5) inspection towards the minimum 7% inspection rate.

Step 2. The second step is to decide how many inspections the County can conduct in each of the high risk/low risk categories over the next two years. Counties are encouraged to inspect sites in the BWSR One Watershed One Plan (see link below). Remember that inspections require follow-up and possible enforcement for non-compliant sites. Follow-up calls, letters, assistance and enforcement do not count towards the minimum 7% inspection rate.

9. **BWSR ONE WATERSHED ONE PLAN (1W1P)**: http://bwsr.state.mn.us/planning/1W1P/index.html

APPENDIX B

2026 County Program Base Grant Award Feedlot Number

Delegated County	County Vendor Number	Location	Feedlots Eligible for Funding	Minimal Funding	Base Grant Award (County must match)	MPR Award	Total Award
Big Stone	0000197278	2	53	Yes	$7,500.00		$7,500.00
Blue Earth	0000197279	2	327		$27,848.67	$12,310.57	$40,159.24
Brown	0000197280	1	319		$27,167.35	$12,009.40	$39,176.75
Carver	0000197282	1	160		$13,626.26	$6,023.52	$19,649.78
Clay	0000197285	1	79		$6,727.97	$2,974.11	$9,702.08
Cottonwood	0000197287	1	186		$15,840.53	$7,002.34	$22,842.87
Douglas	0000197326	2	250		$21,291.03	$9,411.75	$30,702.78
Faribault	0000197291	1	250		$21,291.03	$9,411.75	$30,702.78
Fillmore	0000196178	1	561		$47,777.07	$21,119.97	$68,897.04
Freeborn	0000197292	1	198		$16,862.50	$7,454.11	$24,316.60
Goodhue	0000197327	1	445		$37,898.03	$16,752.92	$54,650.95
Houston	0000197295	2	300		$25,549.24	$11,294.10	$36,843.34
Jackson	0000197297	1	278		$23,675.62	$10,465.87	$34,141.49
Kandiyohi	0000197330	1	274		$23,334.97	$10,315.28	$33,650.25
Kittson	0000195228	1	18	Yes	$7,500.00		$7,500.00
Lac qui Parle	0000197331	1	172		$14,648.23	$6,475.29	$21,123.51
Lake of the Woods	0000197332	1	19	Yes	$7,500.00		$7,500.00
Le Sueur	0000197299	1	147		$12,519.13	$5,534.11	$18,053.24
Lincoln	0000197300	1	366		$31,170.07	$13,778.81	$44,948.87
Lyon	0000197301	1	282		$24,016.28	$10,616.46	$34,632.74
Marshall	0000197334	1	50	Yes	$7,500.00		$7,500.00
Martin	0000197302	1	489		$41,645.25	$18,409.39	$60,054.64
McLeod	0000197362	1	229		$19,502.58	$8,621.17	$28,123.75
Meeker	0000197303	1	273		$23,249.80	$10,277.63	$33,527.44
Morrison	0000197305	1	529		$45,051.82	$19,915.27	$64,967.09
Mower	0000197306	1	304		$25,889.89	$11,444.69	$37,334.58
Murray	0000197307	1	425		$36,194.75	$15,999.98	$52,194.73
Nicollet	0000197335	1	278		$23,675.62	$10,465.87	$34,141.49
Nobles	0000197336	1	458		$39,005.17	$17,242.33	$56,247.50
Norman	0000197308	1	46	Yes	$7,500.00		$7,500.00
Pennington	0000197338	1	32	Yes	$7,500.00		$7,500.00
Pipestone	0000197311	1	414		$35,257.94	$15,585.86	$50,843.81
Polk	0000197339	1	54	Yes	$7,500.00		$7,500.00
Pope	0000197340	1	145		$12,348.80	$5,458.82	$17,807.61
Red Lake	0000197341	1	31	Yes	$7,500.00		$7,500.00
Renville	0000197312	1	263		$22,398.16	$9,901.16	$32,299.33
Rice	0000197343	1	237		$20,183.90	$8,922.34	$29,106.24
Rock	0000197313	1	541		$46,073.79	$20,367.03	$66,440.82
Stearns	0000194398	1	1328		$113,097.95	$49,995.23	$163,093.18
Steele	0000197345	1	190		$16,181.18	$7,152.93	$23,334.11
Stevens	0000197317	1	110		$9,368.05	$4,141.17	$13,509.22
Swift	0000197318	1	138		$11,752.65	$5,195.29	$16,947.94
Todd	0000197346	1	701		$59,700.05	$26,390.56	$86,090.60
Traverse	0000197319	1	36	Yes	$7,500.00		$7,500.00
Wadena	0000197364	2	68		$5,791.16	$2,560.00	$8,351.16
Waseca	0000197320	2	228		$19,417.42	$8,583.52	$28,000.94
Watonwan	0000197322	1	162		$13,796.59	$6,098.82	$19,895.40
Winona	0000197348	1	460		$39,175.49	$17,317.63	$56,493.12
Wright	0000197323	1	220		$18,736.11	$8,282.34	$27,018.45
Yellow Medicine	0000197349	1	225		$19,161.93	$8,470.58	$27,632.50
Total			**13,348**	**9**	**$1,175,400.00**	**$489,750.00**	**$1,665,150.00**

APPENDIX C

CFO referral of enforcement to MPCA

MINNESOTA POLLUTION CONTROL AGENCY | www.pca.state.mn.us

Policy memo: Referral of enforcement cases from delegated counties to MPCA

DATE : June 21, 2006 (updated June 1, 2021)

TO : MPCA and County Feedlot Staff

FROM : Randall G. Hukriede, Feedlot Program Manager

PHONE : 320-295-2227

Goal: To provide criteria to promote statewide consistency regarding acceptance of feedlot enforcement referrals from delegated counties to the Minnesota Pollution Control Agency (MPCA) where there is a persistent failure by a feedlot owner to correct pollution hazards. Referral of cases from the delegated counties to the MPCA should be done infrequently and only for very serious cases. This memo does not apply to situations where a county feedlot officer (CFO) discovers a blatant violation (e.g., acute discharging, pumping, piping, dumping manure to waters of the state). These situations should be referred to the MPCA immediately.

Situations where referrals may be accepted:

- Conflict of interest between producer and county/CFO;
- Serious environmental harm/potential for harm;
- Pollution problems and/or investigations involving multiple counties; and
- Other cases as determined appropriate by the MPCA.

Requirements for the county before cases are referred:

- County must have issued a Notice of Violation (NOV);
- County must have tried to refer the case to its county attorney if its previous enforcement action was not successful in resolving the case;
- County must send a letter to the MPCA describing what it has done to resolve the case and why it wants to refer the case to the MPCA; and
- County must agree to continue to work with the MPCA as needed to resolve the case.

Requirements for the MPCA:

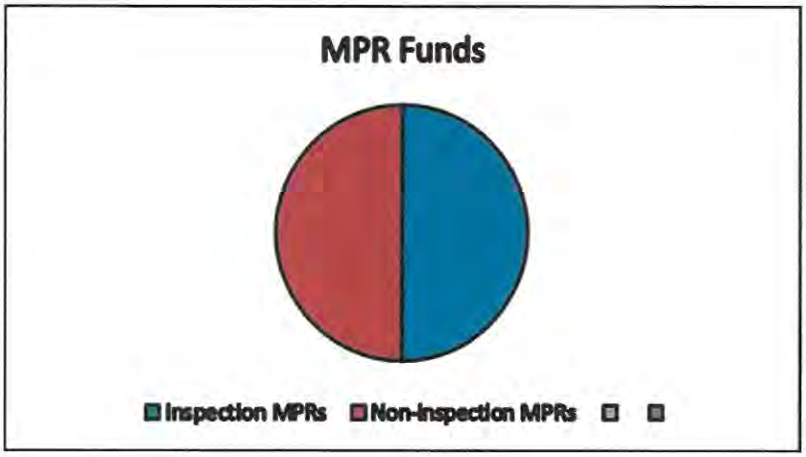
- Incorporate enforcement requirements by reference into county workplans and delegation agreements.
- Staff meet with supervisor and compliance coordinator to approve acceptance of the referral.
- Continue to conduct enforcement training for CFOs and/or county attorney as needed.
- Maintain a NOV and Letter of Warning to be used by counties.

Minnesota Pollution Control Agency
651-296-6300 | 800-657-3864 or use your preferred relay service | info.pca@state.mn.us
June 2021 | wq-f6-78
Available in alternative formats

Appendix D
MPCA Feedlot Program

Minimum Program Requirements Scoring System Checklist

Minimum Program Requirement (MPR) funds are awarded when a county meets both inspection and non-inspection MPRs. Minn. Stat. § 116.0711, subp. 2 (c) states a county can lose 50% of MPR funds for not meeting inspection MPRs (7% inspection requirement). The MPCA has determined that if a county does not meet non-inspection MPRs, the county can also lose MPR funds. Therefore, half of the MPR funds can be lost for not meeting inspection MPRs (as per Statute) and half can be lost for not meeting non-inspection MPRs. To earn the total MPR fund amount, a county must meet inspection MPRs (7% inspection requirement) and at least 80% of their non-inspection MPRs.



FAILURE TO MEET INSPECTION MPRs
(Minimum 7% inspection rate)

Fully Funded County	• Lose Performance Credits (PC) • Lose 100% of inspection MPR funds (50% of total MPR funds)
Minimally Funded County	• Lose PCs • Lose $937.50 (half of 25% of $7500)

Year 1 - See above, plus:

- MPCA County Program Lead sends letter (in addition to year-end review letter) to CFO's immediate supervisor copying CFO; and
- MPCA requires CFO to schedule one formal check-in with MPCA County Program Lead and MPCA Regional Representative to make sure the county is on track to meet requirements in subsequent year.

Year 2 – See above, plus:

- MPCA County Program Lead sends letter (in addition to year-end review letter) to a county staff person higher up the chain of command than the CFO's immediate supervisor (e.g., department head, county administrator, county board chair); and
- MPCA schedules a meeting with county program leadership to discuss and plan for success.

Year 3 – See above, plus:

- MPCA County Program Lead sends letter (in addition to year-end review letter) to a county staff person higher up the chain of command than the CFO's immediate supervisor (e.g., department head, county administrator, county board chair); and
- MPCA schedules a meeting with county leadership to discuss issues, delegation, and a plan for county success or exit.

FAILURE TO MEET NON-INSPECTION MPRs

Both fully funded and minimally funded counties need to meet 90% of MPRs to obtain PCs (per statute).

If a county meets _ of non-inspection MPRs	County receives _ of non-inspection MPR funds
>80%	100% (50% of total MPR funds)
60-79.9%	50% (25% of total MPR funds)
<60%	0%

Year 1 – If a county meets <80% non-inspection MPRs, see above, plus:

- MPCA requires that the CFO schedule two formal check-ins with MPCA County Program Lead and the county's MPCA Regional Representative to make sure the county is on track to meet requirements in subsequent year; and
- MPCA County Program Lead sends letter (in addition to year-end review letter) to CFO's immediate supervisor and copies CFO.

Year 2 – If a county meets <80% non-inspection MPRs, see above, plus:

- MPCA requires that the CFO schedule three formal check-ins with MPCA County Program Lead and the county's MPCA Regional Representative to make sure the county is on track to meet requirements in subsequent year.
- MPCA County Program Lead sends letter (in addition to year-end review letter) to a county staff person higher up the chain of command than the CFO's immediate supervisor (i.e., department head, county administrator, county board chair); and
- MPCA schedules a meeting with county program leadership to discuss and plan for success.

Year 3 – If a county meets <80% non-inspection MPRs, see above, plus:

- MPCA requires that the CFO schedule three formal check-ins with MPCA County Program Lead and the county's MPCA Regional Representative to make sure the county is on track to meet requirements in subsequent year,
- MPCA County Program Lead sends letter (in addition to year-end review letter) to a county staff person higher up the chain of command than the CFO's immediate supervisor (i.e., department head, county administrator, county board chair); and
- MPCA schedules a meeting with county leadership to discuss issues, delegation, and plan for success or exit.

For minimally funded counties, MPR funds are equal to 25% of $7,500.00 or $1,875.00. Half of this amount ($937.50) can be lost for not meeting the required 7% inspection rate (inspection MPRs) and up to half ($937.50) can be lost for not meeting non-inspection MPRs.

WRIGHT COUNTY
MINNESOTA

Agenda Item

Destination and Workflow

Meeting Type: *
Board Meeting

Requestor Name
Mike MacMillan

Requestor Title
Director

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

Target Meeting Date *
12/16/2025 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
JLM7301

Item Details

Board Action Requested (this is what will appear on the Agenda) *
Approve Authorization to Fill Probation Agent Position Related Back-fill Positions

Short Title (what will appear on Agenda outline - 250 character max.) *
Approve Authorization to Fill Probation Agent Position Related Back-fill Positions

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

Briefly describe how the request aligns with the selected value stream.
With a reduced number of staff the impact to employees will be increased caseloads – resulting in reduced supervision quality, employee burnout, delays in court process, reduced community partnerships and a higher public safety risk.

Describe the impact on staffing resources.
With a reduced number of staff the impact to employees will be increased caseloads – resulting in reduced supervision quality, employee burnout, delays in court process, reduced community partnerships and a higher public safety risk.

Fiscal Impact:
Under staffing could increase turnover expenses, a decrease in fee collection, slower processing and delayed reports requested by the Court.

Background/Justification:
Wright County Probation & Court Services uses a universal corrections delivery system that provides equitable services for all clients while enhancing public safety. Insufficient staffing could prevent our ability to provide these services to the people of 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
FINAL Position Backfill Request Requirements 12-9-25.docx	Attachment
WCPCS Org Chart Tree for HR -UPDATED 12.9.25.pptx	Attachment
WCPCS Corrections Agent - FINAL 2025.docx	Attachment

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision

Notes

County Administrator Review

County Administrator Decision

Approved

Notes

WRIGHT COUNTY
ADMINISTRATION

Position Backfill Request

Name of Department: **Wright County Probation & Court Services**

Department Head/Supervisor: **Mike MacMillan**

Position Title: **Probation Agent**

Date of Resignation: **12/8/2025**

1. Will this position directly contribute to a county's strategic objective? **Yes**
   Wright County Probation & Court Services Mission is to deliver person-centered supervision to help inspire and change lives. We are committed to assisting our impartial justice system by embracing equity, integrity, and accountability through best practices and innovative methods to ensure our efforts lead to risk reduction results and public safety. We strive to reduce victimization by building healthy families and communities through community collaboration and restorative practices. Maintaining our staff compliment ensures that our supervision services are client-centered and provides public safety.
2. How many FTE's does your department currently have budgeted for this position?
   FTE's **38 Total – 10 currently vacant**
3. Is there a direct impact on Wright County's citizens? **Yes**
   Increased Caseloads Resulting in Reduced Supervision Quality
   Less Successful Rehabilitation for Clients
   Reduced Community Program Partnerships
   Higher Public Safety Risk
4. Direct risk or cost for not backfilling this position? **Yes**
   Increased Caseloads Resulting in Reduced Supervision Quality
   Less Successful Rehabilitation for Clients
   Reduced Community Program Partnerships
   Higher Public Safety Risk
5. Are there external funding sources tied to this position used?
   a. **Yes – Community Supervision Funding**
6. Key activity or performance indicators that show the need for this position?

a. **Provide probation supervision to clients (Average caseload size – 65 clients)**
b. **Conduct Risk-Need Assessments with clients (2024- 1,070 completed)**
c. **Conduct Case Planning & Goal Setting with clients (2024 – 329 completed)**
d. **Teach Cog Skills Interventions to clients (2024 -134 completed)**
e. **Conduct Bail Evaluations (2024 – 686 completed)**
f. **Perform Drug Testing (2024 - 1,615 UA's completed)**

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

Recommendation for Board Approval: Yes _____ No _____

Date of Recommendation: _____

PROBATION & COURT SERVICES
Organization chart (updated 12.9.25)

Mike MacMillan
Director

Adult Specialized
Margaret Munson
Manager

- **Vacant**
  Agent
  Enhanced Sex Offender Agent
- **Vacant**
  Agent
  Enhanced Sex Offender Agent
- **Vacant**
  Agent
  Domestic Abuse Agent
- Ryan Busch
  Career Agent
  Domestic Abuse Agent
- Amy Hertzog
  Master Agent
  Gender Responsive Agent
- **Vacant**
  Agent
  Gender Responsive Agent
- Anissa Moos
  Senior Agent
  ISP- DWI Agent
- Ryan Anderley
  Senior Agent
  ISP-DWI Agent
- Dilan Groenke
  Agent
  Drug Court Agent
- Chris Jahnke
  Career Agent
  Supervised Release (SR) Agent

Adult Services
Tom Feddema
Manager

- **Vacant**
  Agent
  Traditional Agent
- **Vacant**
  Agent
  Traditional Agent
- Cassie Martin
  Career Agent
  Traditional Agent
- Leah Fleming
  Career Agent
  Traditional Agent
- Taylor Burch
  Career Agent
  Traditional/Homeless Agent
- Melissa Holthaus
  Career Agent
  Standard Agent
- Madisen Peterson
  Agent
  Standard Agent
- **Vacant**
  Agent
  Monitor-Admin Agent
- Jessica Trombley
  Agent
  Monitor- Admin Agent
- Cynthia Weiland
  Agent
  Standard Agent
- Pat Lavine
  Career Agent
  Transfer In-Out-ICOTS Agent

Pretrial
Brian Stoll
Manager

- Alex Hirman
  Master Agent
  Intake-PSI Agent
- Nathan Miller
  Career Agent
  Intake-PSI Agent
- Joe Backes
  Career Agent
  Intake-PSI Agent
- Eva Stumpf
  Agent
  Intake-PSI Agent
- **Vacant**
  Agent
  Intake-PSI Agent
- Janelle Webb
  Career Agent
  Conditional Release Agent
- Anna Furth
  Senior Agent
  Conditional Release Agent
- Elizabeth Uecker
  Agent
  EHM Agent
- Amy Highberg
  APO

Juvenile
Tammi Solarz
Manager

- Ross Jahnke
  Career Agent
  Traditional Juvenile Agent
- Tessa MacDonald
  Master Agent
  Traditional Juvenile Agent
- Danny Heikkinen
  Master Agent
  Traditional Juvenile Agent
- Rachael Beckman
  Career Agent
  Traditional Juvenile Agent
- Kaylee Henson
  Master Agent
  Traditional Juvenile Agent
- Neal Huemoeller
  Master Agent
  Truancy Agent
- Evan Klema
  APO
- Halle Farley
  APO

Coaching & Development
Darnell Brethorst
Manager

- **Vacant**
  Agent
- Ed Anderson
  Career Agent
  Coaching & development Agent
- **Vacant**
  Agent

Support Staff
Jessie Miller
Business Manager

- Michelle Pramann
  OT II
- Lori Mollenhoff
  OT II
- Becky Lockwood
  OT II
- Katie Rawerts
  OT II
- Sarah Denzer
  OT II
- Kathleen Brannan-Merritt
  OT II
- Jessica Erickson
  OT II
- Barb Lee
  OT II
- Charlene Goetsh
  OT II
- **Vacant**
  OT II
- **Vacant**
  OT II
- **Vacant**
  OT II

Probation & Court Services Corrections Agent

Department: Probation and Court Services

FLSA Status: Non-*Exempt*

Union/Non-Union: Non-Union

General Definition of Work

Performs difficult advanced work promoting public safety through the supervision of pre and post sentence adult and juvenile, truant and diversion cases, who are under the jurisdiction of the District Courts. Serve as a crucial resource for the court**,** compiling precise and timely information about clients to aid in sentencing decisions. Responsible for supporting an inclusive environment focused on equitable outcomes. Work is performed under the limited supervision of the Probation and Court Services Manager and/or Director.

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

Prepares accurate, clear, and concise comprehensive client investigations for the District Court and Department of Corrections to assist them in making appropriate sentencing, out-of-home placement, and release decisions aligned with best practices and public safety.

Determines criminal history scores; reviews written reports from law enforcement or other credible sources; utilizes motivational interviewing while communicating with the client, family, relatives, victims, school officials, and other collateral contacts.

Completes necessary paperwork including assessments, referral forms, data privacy releases, release of information forms, risk/needs classification instruments, etc. Determines restitution, community safety, client accountability, and rehabilitation. Writes investigative reports, bail evaluations, violation reports, restructures, discharge recommendations, letters, and memos. Prepares sentencing worksheets, reviews, interprets statute and plea agreements, and calculates jail credit for the court. Participates in pre-placement screening as necessary.

Conducts risk/need assessments and supervision according to department policy, statute, and guidelines; imposes a level of supervision for all clients per department caseload management classification system to maximize the client's opportunity for positive adjustment in the community, enforce law-abiding behavior and compliance with rules established by the court or releasing authority.

Provides client community supervision; supervises felony/gross misdemeanor/misdemeanor sentenced, adjudicated, charged, diversionary, early intervention, truancy, and CHIPS adult and juvenile clients assigned by the court, county attorney, or Minnesota Department of Corrections. Monitors, manages, and adjusts client behavior in the community while focusing on areas of need based on client risk/need assessment. Supervises clients through various correspondence, telephone, office appointments, and/or home visits. Coordinates case planning with the client, parents, support system, and other involved professionals as needed and utilizes individual cognitive behavioral interventions with client. Transports client when necessary. Provides crisis management and determines appropriate course of action in emergency situations.

Serves as a liaison between the Court, local/state/federal agencies, the community, schools, and the client to establish and maintain positive support networks and enhance public safety; participates in committees and workgroups.

Maintains, prepares, and submits accurate, extensive, and complete reports to the court and Minnesota Department of Corrections. Maintains file and computer database of pertinent client information. Abides by department policies, Wright County policies, applicable Minnesota Department of Corrections policies, and all Minnesota statutes.

Probation & Court Services Corrections Agent

Promotes public safety through collaboration with criminal justice partners, community organizations, academic institutions, interagency and department staff to develop restorative practices and crime prevention strategies.
Interacts appropriately with clients to search and investigate their behavior and surroundings, safely detain, and de-escalate resistive or aggressive individuals using approved intervention techniques, and appropriate use of authority to issue and execute apprehension and detention orders, when necessary, to enforce discipline or prevent escape.
Provides after hours on call services as needed by management, law enforcement, or other agencies.
Assists in formulating, testing, implementing, and facilitating correctional programs. Facilitates cognitive programming in a group setting. Develops and participates in corrections policies and programming to assist in the rehabilitation of clients through restorative practices. Maintains statistical records to facilitate a process to determine the effectiveness of programming efforts. Supports the fee structures in place to assure support and continuation of programming efforts.
Evaluates client intervention needs. Refers client to appropriate community resources. Ensures necessary services are delivered and confirms disposition of service.
Attends and provides credible expert testimony in criminal and civil court proceedings. Represents the interests of the county, state, and federal government. Makes a verbal account for observations, actions, and findings while performing official duties. Attends all required court and administrative hearings and court functions involving assigned clients. Presents to the court or hearing officer and recommends dispositional alternatives. Communicates with other professionals for case consultation and carries out the directives of the court. Reviews court documents for accuracy.
Performs collection and testing for mood altering chemicals. Manages specimens and provides results to staff.
Assures DNA collection complies with State statutes. Assures Predatory Client Registration complies with State statutes. Assures Firearm Restrictions complies with State statutes. Completes electronic monitoring referrals and communicates with monitoring company regarding compliance.
Provide leadership on research, projects, and studies; assist with training and mentoring of new employees and interns.
Participates or co-chairs various committees and work groups as needed; coordinates and facilitates staff trainings.
Performs the physical and mental demands of the position.
Performs other duties and activities as assigned.

Knowledge, Skills, and Abilities

Knowledge of the probationary and corrections field procedures and practices and data practices law; knowledge of local, State, and Federal laws and regulations regulating and applicable to pre and post sentence adult and juvenile, truancy, and diversion programs; knowledge and understanding of Department policies, procedures, and regulations; knowledge of the evidence-based principles, practices, and techniques of correctional case work and theory; knowledge of personality development, environmental factors, and situational aspects of human behavior which contribute to behavior patterns; knowledge, skills, and ability to maintain accurate and complete records, including electronic records; skill in the use of standard office equipment, including computer and software programs; verbal and written communication skills sufficient to effectively present information, respond to questions from a wide variety of audiences including individuals from diverse backgrounds, individuals not fluent in English, individuals with a wide variety of disorders, to testify in court; reading comprehension skills sufficient to read and interpret a wide variety of documents; interpersonal skills sufficient to exchange and or convey information, receive work direction, give direction, and maintain effective working relationships; ability to learn applications/systems specific to the Department; ability to perform data entry into various databases; ability to perform agent-of-the-day (AOD) duties; ability to make critical decisions in high-risk situations, utilizing self-defense techniques, bulletproof vests, and protective spray to ensure personal and public safety; field operations require the ability to make independent judgments**,** particularly in high-stress situations, which may involve an element of personal risk and ability to defend one's self and others in a physical encounter; ability to maintain confidentiality; ability to work independently with minimal supervision; ability to remain calm and handle stressful situations; ability to effectively deal with clients, identify problem areas, take charge and de-escalate dangerous behavior; ability to respond when families and communities face health and safety emergencies; ability to pay attention to detail and effectively organize time and anticipate, plan and successfully respond to changing circumstances; ability to independently investigate, supervise, and counsel juvenile and adult clients; knowledge and ability to perform duties directed by the Court; ability to carry

Probation & Court Services Corrections Agent

out other county department's duties upon request; 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 corrections or a related field and one year of related work experience, or equivalent combination of education and experience. Previous experience working with juveniles and community corrections is desired.

Promotional opportunities shall be considered when necessary and appropriate for the advancement of an employee and in the best interest of Wright County, upon recommendation of the Probation and Court Services Director and approval of the County Administrator (or designee).

Physical Requirements

This work requires the occasional exertion of up to 25 pounds of force; work regularly requires sitting, speaking or hearing and using hands to finger, handle or feel, frequently requires lifting and repetitive motions and occasionally requires standing, walking, climbing or balancing, stooping, kneeling, crouching or crawling, reaching with hands and arms 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 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 has no exposure to environmental 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 also required upon hire.
Have availability to an insured vehicle that can be used for County business.
Must successfully pass a BCA background investigation.

Last Revised: 9/16/2025

WRIGHT COUNTY
MINNESOTA

Agenda Item

Destination and Workflow

Meeting Type: *
Board Meeting

Requestor Name
Charles Webb

Requestor Title
County Surveyor

Department (please use dropdown to select department) *
SURVEYOR

Target Meeting Date *
12/16/2025 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
CEW7889

Item Details

Board Action Requested (this is what will appear on the Agenda) *
Approval to proceed with Capital Improvement Program (CIP) Project - 2026 Pictometry Aerial Imagery (Approximate east half of county)

Short Title (what will appear on Agenda outline - 250 character max.) *
Request approval to proceed with Capital Improvement Program (CIP) Project - 2026 Pictometry Aerial Imagery (Approximate east half of county)

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.
Obtaining aerial imagery of the eastern half provides a more current overview of land development and building in the intermediate years between regularly scheduled flights.

Describe the impact on staffing resources.
N/A

Fiscal Impact:
This request was included in the 2026-2030 Capital Improvement Plan Recommendations to County Board dated July 22, 2025.

Background/Justification:
The entire county is currently flown bi-annually for aerial imagery. There is extensive growth in the eastern half of the county which necessitates a need for obtaining data more frequently. This data can be obtained at a much lower fee than the typical bi-annual flights.

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
MN Wright County_MNCCC EV Cloud Order Form_9-9-25.pdf	Attachment
Re_ Eagle view Order form .msg	Attachment

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision
Approved

Notes
Moved to Finance

Finance Review

Finance Decision
Approved

Notes

County Administrator Review

County Administrator Decision

Notes

Outlook

Re: Eagle view Order form

From Kyle E. Day <Kyle.Day@wrightcountymn.gov>
Date Wed 10/8/2025 10:19 AM
To Charles E. Webb <Charles.Webb@wrightcountymn.gov>

Charles,

I have reviewed the materials and I have no legal concerns with the order form. It appears the only difference from the earlier example is this one does not appear to have a product parameter. However, every item needed that is listed in the master services agreement has been met. Let me know if there are any other questions.

Thank you,

Kyle Day · **Assistant Wright County Attorney**
WRIGHT COUNTY, MINNESOTA: Attorney's Office
direct: (763) 682-7350 • fax: (763) 682-7700
3700 Braddock Avenue NE, Suite 2100, Buffalo, MN 55313
www.co.wright.mn.us

From: Charles E. Webb <Charles.Webb@wrightcountymn.gov>
Sent: Friday, October 3, 2025 12:46 PM
To: Kyle E. Day <Kyle.Day@wrightcountymn.gov>
Cc: Larkin M. Walter <Larkin.Walter@wrightcountymn.gov>
Subject: RE: Eagle view Order form

Kyle,

That would be great.
Have a good weekend.

Charles Webb, LS • County Surveyor • (763) 682-7889

From: Kyle E. Day <Kyle.Day@wrightcountymn.gov>
Sent: Friday, October 3, 2025 12:15 PM
To: Charles E. Webb <Charles.Webb@wrightcountymn.gov>
Cc: Larkin M. Walter <Larkin.Walter@wrightcountymn.gov>
Subject: Re: Eagle view Order form

Hi Charles,

Yes. This has been in my stack of to do items. It actually is at the top so I can get something to you by the end of next week if that works?

Thanks

Get Outlook for iOS

From: Charles E. Webb <Charles.Webb@wrightcountymn.gov>
Sent: Friday, October 3, 2025 11:43:16 AM
To: Kyle E. Day <Kyle.Day@wrightcountymn.gov>
Cc: Larkin M. Walter <Larkin.Walter@wrightcountymn.gov>
Subject: FW: Eagle view Order form

Kyle,

I need to move forward with this order form soon. Would it be possible to get a legal review next week? Let me know if you have questions.

Thank you.

Charles Webb, LS • County Surveyor • (763) 682-7889

From: Charles E. Webb
Sent: Thursday, September 25, 2025 8:02 AM
To: Tim J. Dahl <Tim.Dahl@wrightcountymn.gov>; Kyle E. Day <Kyle.Day@wrightcountymn.gov>
Subject: RE: Eagle view Order form

Tim,

Thank you.

Charles Webb, LS • County Surveyor • (763) 682-7889

From: Tim J. Dahl <Tim.Dahl@wrightcountymn.gov>
Sent: Thursday, September 25, 2025 7:44 AM
To: Charles E. Webb <Charles.Webb@wrightcountymn.gov>; Kyle E. Day <Kyle.Day@wrightcountymn.gov>
Subject: RE: Eagle view Order form

Hi Charles, I don't have any questions or concerns.

Respectfully,

Tim

From: Charles E. Webb <Charles.Webb@wrightcountymn.gov>
Sent: Tuesday, September 23, 2025 11:41 AM
To: Kyle E. Day <Kyle.Day@wrightcountymn.gov>; Tim J. Dahl <Tim.Dahl@wrightcountymn.gov>
Subject: RE: Eagle view Order form

Kyle and Tim,

Let me know if either of you need anything else from our office to comment on this Order form with EagleView.

Thank you for your time.

Charles Webb, LS • County Surveyor • (763) 682-7889

From: Charles E. Webb
Sent: Wednesday, September 10, 2025 8:17 AM
To: Kyle E. Day <Kyle.Day@wrightcountymn.gov>; Tim J. Dahl <Tim.Dahl@wrightcountymn.gov>
Subject: FW: Eagle view Order form

All,

I have attached the revised Order Form from Eagleview. Please let me know if you have any questions or comments.

Thank you.

Charles

Charles Webb, LS • County Surveyor • (763) 682-7889

From: Caroline M. Bachun <Caroline.Bachun@wrightcountymn.gov>
Sent: Tuesday, September 9, 2025 11:29 AM
To: Charles E. Webb <Charles.Webb@wrightcountymn.gov>
Cc: Tim J. Dahl <Tim.Dahl@wrightcountymn.gov>; Kyle E. Day <Kyle.Day@wrightcountymn.gov>
Subject: RE: Eagle view Order form

Charles,

Attorney Kyle Day of my office will assist you with this issue. Please work with him directly, including sending him any redline versions from the vendor.

I do not need to be copied on further correspondence.

Thank you much.

Caroline Bachun • Chief of Civil Division • (763) 682-7644

From: Charles E. Webb <Charles.Webb@wrightcountymn.gov>
Sent: Monday, September 8, 2025 3:37 PM
To: Caroline M. Bachun <Caroline.Bachun@wrightcountymn.gov>
Cc: Tim J. Dahl <Tim.Dahl@wrightcountymn.gov>
Subject: RE: Eagle view Order form

Caroline,

I have asked Eagle view to get me “my redlines” back by Wednesday. These red lines do not affect any content that you would be concerned(phone number, email). I do not have a specific deadline, just hoping to wrap up as soon as possible. When I get the redlines back, I will forward to you and Tim.

Thank you.

Charles Webb, LS • County Surveyor • (763) 682-7889

From: Caroline M. Bachun <Caroline.Bachun@wrightcountymn.gov>
Sent: Monday, September 8, 2025 3:20 PM
To: Charles E. Webb <Charles.Webb@wrightcountymn.gov>
Cc: Tim J. Dahl <Tim.Dahl@wrightcountymn.gov>
Subject: RE: Eagle view Order form

Charles,

You stated, "I have asked for the red lines to be done of the Order form 9-8-2025 (simple changes)." If you are asking for this to be done today, it cannot be done today. I have higher priorities.

Please explain if you have an exigent timeline where this must be completed soon, including the reason for that timeline and the requested date for the completion.

Thanks.

Caroline Bachun • Chief of Civil Division • (763) 682-7644

From: Charles E. Webb <Charles.Webb@wrightcountymn.gov>
Sent: Monday, September 8, 2025 1:19 PM
To: Caroline M. Bachun <Caroline.Bachun@wrightcountymn.gov>; Tim J. Dahl <Tim.Dahl@wrightcountymn.gov>
Subject: Eagle view Order form

Caroline and Tim,

I have attached a new order form to contract some additional aerial imagery for the County.
Could I have you review and let me know if you have any questions or concerns.

I have included the original Master Agreement, Amendment and Order form from earlier this year.
I have asked for the red lines to be done of the Order form 9-8-2025 (simple changes).

Thank you.

Charles Webb, LS • County Surveyor • (763) 682-7889

2026-2030 Capital Improvement Plan

Software

Request Number:	2026-SURV-01	**Department:**	Surveyor
Project Name:	Pictometry Aerial Photography	**New or Replacement:**	Replacement
Funding Start Year:	2025	**Project Start Date:**	1/1/2025
Funding End Year:	2026	**Project End Date:**	12/31/2026
New Request:	No	**Service Code:**	8241

Project Description:	**Project Justification:**
Complete aerial photography flights every two years; the first flight under this project was completed in spring 2025. The vendor contract was updated with a reduced annual cost, and also gave the option to schedule another flight in spring 2027. The scope also includes adding an additional partal flight in 2026 to capture changes in the eastern part of the county.	Re fly photography every two years to keep up with the growth by having the ability to see the development through new imagery.
Financial Impacts:	**Alignment to Strategic Plan:**
No ongoing financial impacts.	Empower Use of Land, Property, and the Environment, Develop County Infrastructure

Funding Source	**Funding to Date**	**2026**	**2027**	**2028**	**2029**	**2030**	**Beyond**	**Total**
Recorder's Technology Fund	$ 89,500.00	$ 90,390.00	$ 81,125.00	$ 81,125.00	$ -	$ -	$ -	$ 342,140.00
TOTAL FUNDING	**$ 89,500.00**	**$ 90,390.00**	**$ 81,125.00**	**$ 81,125.00**	**$ -**	**$ -**	**$ -**	**$ 342,140.00**

Project Expenses	**Spent Pre-2025**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**Beyond**	**Total**
Professional Services	$ -	$ 81,125.00	$ 98,765.00	$ 81,125.00	$ 81,125.00	$ -	$ -	$ -	$ 342,140.00
TOTAL EXPENSES	**$ -**	**$ 81,125.00**	**$ 98,765.00**	**$ 81,125.00**	**$ 81,125.00**	**$ -**	**$ -**	**$ -**	**$ 342,140.00**

Comments:	CIP Staff Committee reviewed the request and recommends for approval in 2026. The committee ranked the request 1st out of 9 total requests.

Current Year Request Summary	**Funding to Date**	**2026**	**2027**	**2028**	**2029**	**2030**	**Beyond**	**Total**
Department Requested	$ 89,500.00	$ 90,390.00	$ 81,125.00	$ 81,125.00	$ -	$ -	$ -	$ 342,140.00
Staff Recommended to Admin	$ 89,500.00	$ 90,390.00	$ 81,125.00	$ 81,125.00	$ -	$ -	$ -	$ 342,140.00
Recommended to County Board	$ 89,500.00	$ 90,390.00	$ 81,125.00	$ 81,125.00	$ -	$ -	$ -	$ 342,140.00
Board Approved								$ -

2025-2029 Approved CIP	**Pre-2025**	**2025**	**2026**	**2027**	**2028**	**2029**	**Beyond**	**Total**
Board Approved	$ -	$ 89,500.00	$ 89,500.00		$ -	$ -	$ -	$ 179,000.00

ORDER FORM

This Order Form is governed by the terms and conditions of the Master Services Agreement between the Minnesota Counties Computer Cooperative ("Customer") and Pictometry International Corp., dba EagleView ("EagleView) that was effective as of July 25, 2024 (the "Agreement").

Participating User: Wright County, MN

The Participating User ordering EagleView Products and Services via this Order Form agrees to comply with the terms and conditions of this Order Form and the Agreement, including but not limited to the license grant and access restrictions.

The Customer acknowledges and agrees that it will pay EagleView in accordance with the terms and conditions of this Order Form and the Agreement for the Products and Services ordered by the Participating User under this Order Form. The Customer, Participating User, and EagleView acknowledge and agree that any Products and Servies listed on this Order Form are able to be ordered under the Agreement, even if they do not appear in Exhibit B of the Agreement.

Order Form Effective Date: _____

Order Form Term (Duration): 1 year

ORDER #
LC-10014161

BILL TO (CUSTOMER INFO)
Customer Legal Entity Name: Minnesota Counties Computer Cooperative ("MnCCC")
Customer Primary Contact Name: Lisa Meredith, Executive Director
Customer Mailing Address: 100 Empire Drive, Suite 201 Saint Paul, MN 55103
Phone #: (651) 401-4201
Email: lisa@mnccc.gov

SHIP TO (PARTICIPATING USER INFO):
Participating User Legal Entity Name: Wright County, MN
Participating User Primary Contact Name: Charles Webb
Participating User Mailing Address: 3500 Braddock Avenue NE Buffalo, MN 55313
Phone #: (763) 682-7889
Email: charles.webb@wrightcountymn.gov

CUSTOMER ID	SALES REP	REFRESH FREQUENCY
A1201858	Dean Larson	N/A

REFRESH 1		
QTY	**PRODUCT NAME**	**PRODUCT DESCRIPTION**
1	EagleView Cloud - Physical Delivery - Orthomosaic - 3in	Provides an offline copy of the orthomosaic tiles and mosaics at the GSD specified in the EagleView Cloud once per refresh. Files to be provided in industry standard formats selectable by the customer with delivery made via online download or physically via a hard drive media.
1	EagleView Cloud - Early Access	Provides entitlement to imagery from counties neighboring the imagery AOI as part of EagleView Cloud. Also provides entitlement to Early Access to refreshed imagery captures which allows authorized users to use new imagery immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available incrementally as it is processed, and it will remain available until final, fully processed imagery is made available through other means.

291	EagleView Cloud - Imagery - 3in - Frequent Ortho - 2k Feet	Provides entitlement to additional frequent ortho imagery refreshes at the frequency specified.

FEES

Due at Initial Activation of Services	$17,460.00

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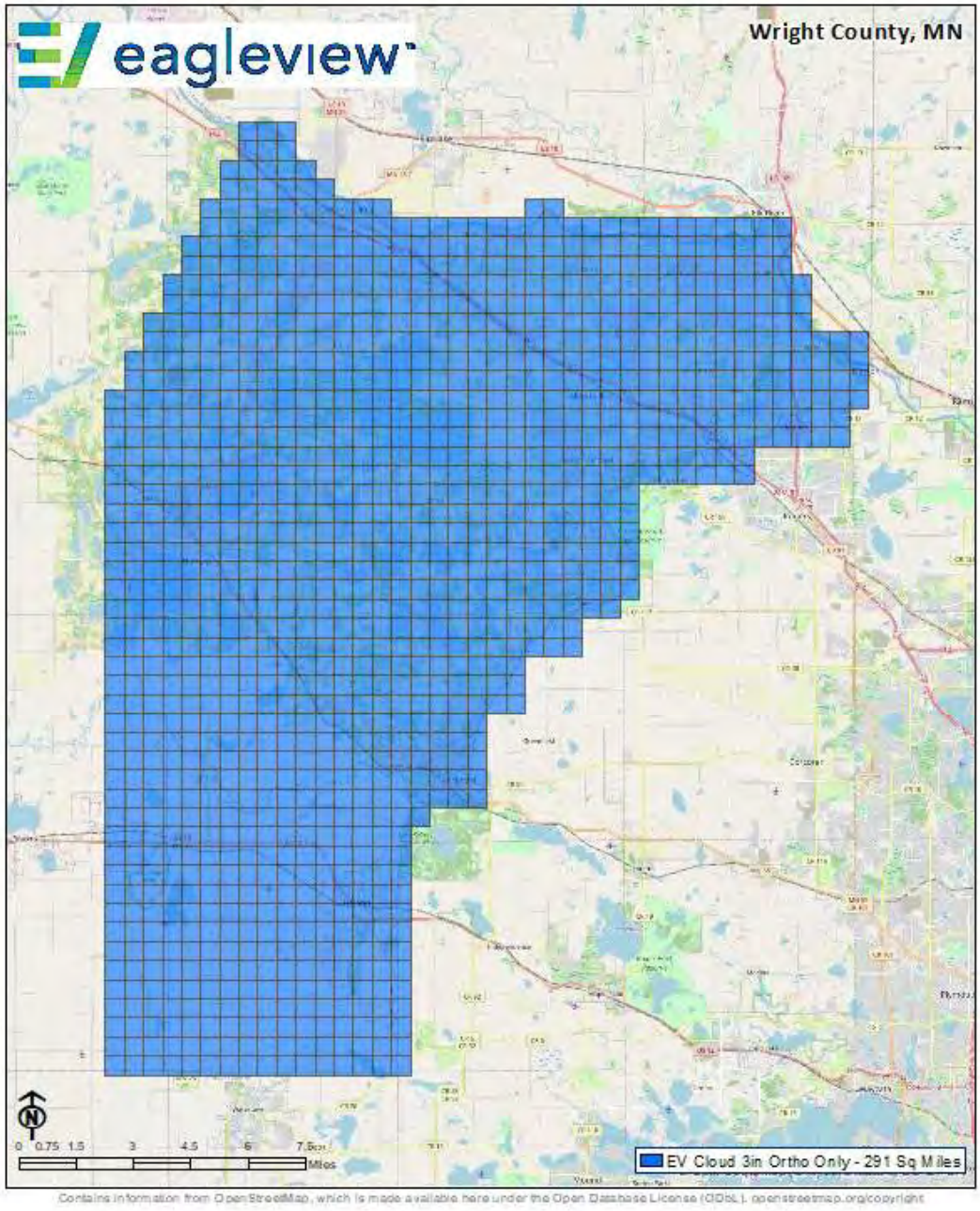
AOI(S)



[Signature page follows]

This Order Form is incorporated by reference into the Master Services Agreement between EagleView and Customer.

Customer	Pictometry International Corp. dba EagleView
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Participating User – Wright County, MN

By:_____

Name:_____

Title:_____

Date:_____

Wright Soil & Water Conservation District

Wright SWCD
311 Brighton Avenue S., Suite C
Buffalo, MN, 55313

Tel. (763) 682-1933
(763) 682-1970
Fax. (763) 682-0262
www.wrightswcd.org

RE: Aquatic Invasive Species Budget 2026

Wright County is facing a budget decrease for aquatic invasive species (AIS) in 2026. The funding comes from the Minnesota Department of Revenue as part of the Local AIS Prevention Aid. Starting in 2014, the fund was $10 million annually and Wright County received approximately $240,000 each year. Starting in 2027 the fund will be cut to only $5 million.

After long discussions the Wright County AIS Committee decided to start cutting funding starting in 2026. This will allow the funding to be cut at a slower rate until the full budget cut is felt in 2028.

Here are a couple of items to note for 2026

1) Our AIS operating budget for 2026 was set to $185,000
2) We expect to have a similar budget ($185,000) in 2027
3) There will not be a decontamination program in 2026
4) The state expects to increase other grant sources for treatment of AIS

Sincerely,

Alicia O'Hare

Water Resource Specialist

WRIGHT COUNTY
MINNESOTA

Agenda Item

Destination and Workflow

Meeting Type: *
Board Meeting

Requestor Name
Alicia O'Hare

Requestor Title
Water Resource Specialist

Department (please use dropdown to select department) *
ADMINISTRATION

Target Meeting Date *
12/16/2025 9:00 AM - Board of Wright County Commissioners

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

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

Time Required:
3 Minutes

Originator
MAM7693

Item Details

Board Action Requested (this is what will appear on the Agenda) *
Adopt Resolution 25-78, for Aquatic Invasive Species Prevention Aid

Short Title (what will appear on Agenda outline - 250 character max.) *
Adopt Resolution 25-78, for Aquatic Invasive Species Prevention Aid

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.
Provides Funding Fir AIS Prevention

Describe the impact on staffing resources.
This program is staffed by SWCD since 2014

Fiscal Impact:
These funds pass through the Wright County Finance Department to SWCD

Background/Justification:
he AIS Management Plan outlines how the AIS Prevention Aid and other monies will be spent to prevent the introduction or limit the spread of aquatic invasive species at all access sites within the county. Wright County utilizes the following strategies: treatment, inspection, decontamination, education, and contingency. Each strategy has multiple goals related to reducing invasive species. Action on this resolution continues funding for this program.

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
2026_ais_resolution_memo.docx	Attachment
2025 Wright County Aquatic Invasive Species Annual Report.pdf	Attachment
25-78 Aquatic Invasive Species Prevention Aid - FLAT.pdf	Attachment

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision
Approved

Notes
moved to agenda

Finance Review

Finance Decision
Approved

Notes
matches proposed 2026 AIS budget

County Administrator Review

County Administrator Decision

Notes

Wright County Aquatic Invasive Species Report 2025

Report Prepared by:
Alicia O'Hare
Wright Soil and Water Conservation District
October 2025

Wright County Inspection Team for 2025

Inspection Program

In 2025, Wright County had a typical year of the inspection program. We continued the priority hour system we started in 2022. About 68% of inspection hours occurred during priority hours. Which are: Sunday: dawn to dusk, Monday-: 12pm to dusk, Tuesday-Thursday: 4pm to dusk, Friday: 9am to dusk, Saturday: dawn to dusk.

There were a few relevant changes to the program. Wright Soil and Water Conservation District (SWCD) directed more state-funded hours to the Lake Pulaski access. Prices increased from $24 per inspection hour to $25 per inspection hour. Due to this change overall hours decreased. The Greater Lake Sylvia Association also decreased their inspection budget by 10%, the busiest access in Wright County.

The majority of state-funded inspector time (88%) was allocated to only 12accesses. At the same time the remaining 12% of state funded hours was spent on 32 other accesses (Figure 1). The goal was to visit as many accesses that allow motorized traffic as possible but to concentrate the majority of hours on accesses of lakes with known invasive species. Lake associations also contributed funds for inspections at particular accesses (Table 1)

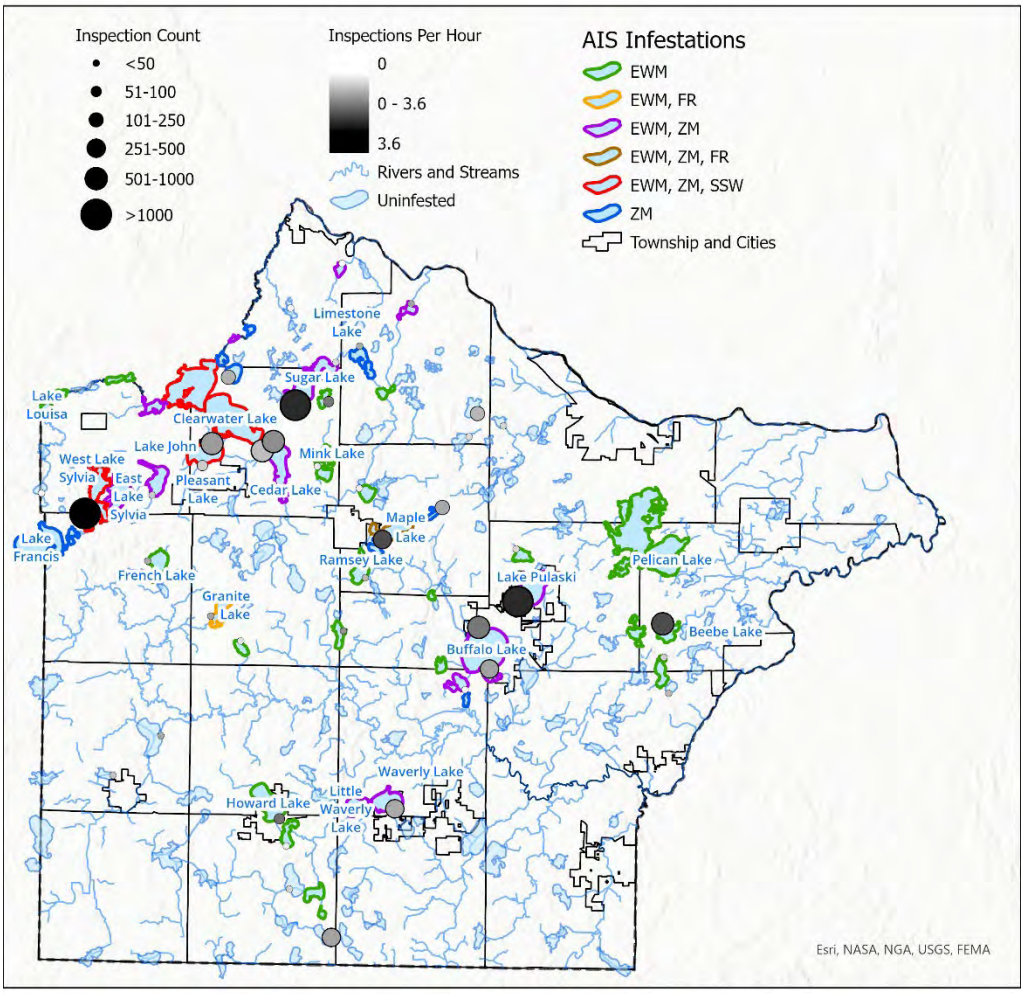


Figure 1. Locations of inspections by Wright SWCD in 2025. A large circle indicates more inspections were done; a darker circle indicates a higher number of inspections per hour. ZM = zebra mussels, EWM= Eurasian watermilfoil, SSW=starry stonewort

*Table 1. Inspections, hours and inspections per hour (IPH) by ramp in 2025. *Ramps that were partially funded by local dollars*

Ramp	Inspections	Hours	IPH	License Plates
Ann	19	30	0.6	15
Bass*	250	230	1.1	158
Beebe	635	250	2.5	428
Birch	5	8.25	0.6	5
Brooks	4	5	0.8	3
Buffalo N*	872	467.25	1.9	520
Buffalo S*	256	204.75	1.3	179
Camp	3	7.75	0.4	3
Cedar DNR*	911	1004.25	0.9	537
Cedar Schroeder*	619	385.75	1.6	416
Charlotte	3	5.25	0.6	2
Cokato	35	29.5	1.2	26
Constance	5	10	0.5	2
Deer	0	5	0.0	0
Dutch	1	5	0.2	1
Eagle	5	10	0.5	4
Fish	0	5	0.0	0
French	12	10	1.2	10
Granite	43	35.25	1.2	36
Howard	61	30.5	2.0	45
Ida	135	130	1.0	100
Indian	55	28.5	1.9	48
John	24	33	0.7	20
Limestone	38	31	1.2	30
Locke	20	15	1.3	15
Maple E	180	147.75	1.2	133
Maple W	383	152.25	2.5	283
Martha	5	5	1.0	5
Mary (Winsted)	445	349.75	1.3	262
Mary (Ney)	11	37	0.3	9
Mink	1	4	0.3	1
Moose	0	3	0.0	0
Nixon	1	10	0.1	1
Pleasant N	839	600.25	1.4	459
Pleasant S	60	89.75	0.7	45
Pulaski	2018	673	3.0	1008
Ramsey	31	32	1.0	23
Rock	16	10	1.6	11
Sugar N	38	75.58	0.5	33
Sugar S	2847	949.42	3.0	1481
Sullivan	0	5	0.0	0
Sylvia	5464	1522.25	3.6	2232
Union	1	10	0.2	1
Waverly	358	300	1.6	231
Total	**16,709**	**7,952**	**2.1**	**7692**

Inspection Budget

The Wright County Inspection Program is funded through the state Local AIS Aid Fund and contributions from individual lake associations. Lake associations pay for inspections on accesses for their respective lakes as well as a proportional amount to training and coaching. The remaining funds are from the state fund.

Table 2. Inspection program spending by category

Category	Cost
Contractor Admin	$6,000.00
Coach	$7,066.52
Training	$6,135.98
Locally Funded Inspections	$110,112.50
State Funded Inspections	$91,115.63
Earned Sick and Safe Time	$7,748.99
Other Agency Inspections	$3,000.00
Outreach	$744.88
Decon Labor	$19,067.50
Decon Consumables/Maintenance	$1,956.01
Decon Utilities	$1,456.63
Total	$255,466.34

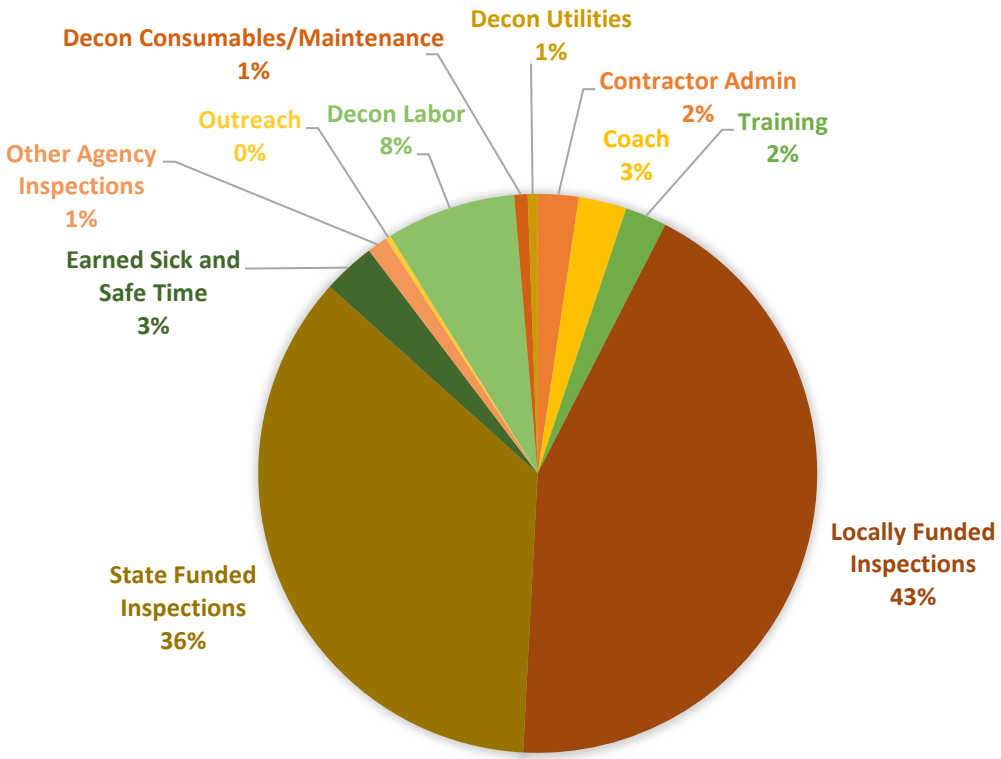


Figure 2. Inspection program spending by category in 2025

Inspection Count

Wright County's inspection season runs from early May to late September. The majority of inspections take place between Memorial Day and mid-August (Figure 3). Inspections in 2025 peaked in early July as is typical with the most inspections near the 4th of July. Traffic tends to decrease later in the summer but staffing also gets more difficult as students return to school. The only accesses monitored after Labor Day are those that are funded by local entities.

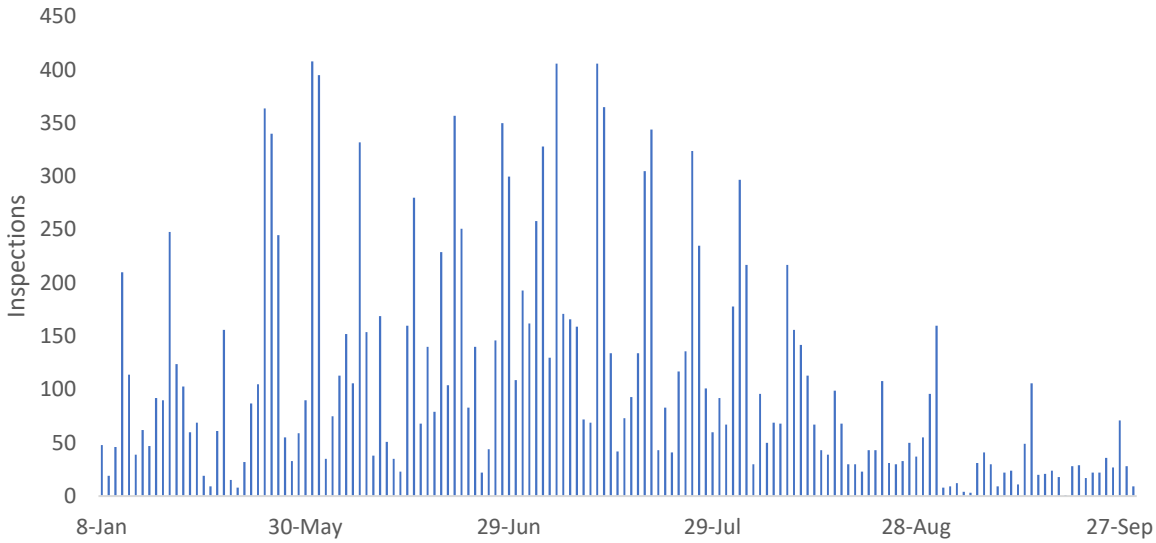


Figure 3. Inspections by date in 2024

The total number of inspections vary from year to year (Table 3 and Figure 4) based on a variety of reasons. Everything from weather, staffing levels, or the economy can affect inspections numbers. Despite a drop in hours, inspections in 2025 appear typical for the priority hours model.

Table 3. Inspection count, hours, and inspections per hour (IPH) each year from 2016-2025

Year	Inspections	Hours	IPH
2016	13,157	n/a	n/a
2017	17,332	8971.00	1.9
2018	16,864	10,274.75	1.6
2019	20,576	12,333.50	1.7
2020	16,570	9,205.75	1.8
2021	12,539	8,216.25	1.5
2022	15,990	8,063.25	2.0
2023	16,584	8,008.00	2.1
2024	18,002	8,366.50	2.2
2025	16,709	7,952.00	2.1

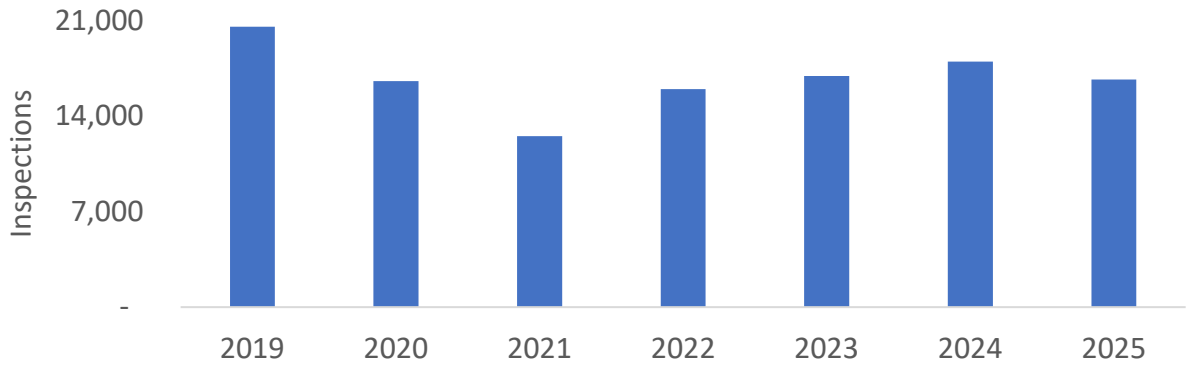


Figure 4. Inspection counts each year from 2019-2024

Inspector Placement

Placement of inspectors is an important aspect of this program. Certain accesses are very busy while others may not have any traffic depending on the day and the weather. Part of our strategy of concentrating the inspection time to just 12 accesses was to improve inspections per hour (IPH). The accesses chosen had a high degree of risk from either incoming boats and/or outgoing boats. The remaining hours are placed on other accesses during priority hours. Some accesses only get 5-10 hours per season.

In 2022, we changed the time of day that our inspectors were scheduled to expand hours to the early morning to until dusk. In 2023, we decreased the hours in the morning and increased the hours in the evening especially during the week. This resulted in the highest inspections per hour in the history of the Wright County inspection program (Table 4). We continued this pattern for 2025.

Table 4. Inspections per hour by the hour of the day for each day of the week.

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Grand Total
6 AM	1.1	2.3	0.5	1.4	0.2	0.9	1.1	1.0
7 AM	1.4	0.6	0.3	0.6	0.7	0.6	1.4	0.9
8 AM	1.5	0.7	0.8	0.7	0.9	1.0	1.6	1.1
9 AM	2.5	1.0	1.3	1.1	1.3	1.4	2.1	1.6
10 AM	2.9	1.1	1.1	0.8	1.5	1.4	2.7	1.8
11 AM	3.8	1.3	1.4	1.2	1.6	1.7	3.1	2.1
12 PM	3.7	1.4	1.4	1.2	1.6	1.7	3.6	2.3
1 PM	4.1	1.5	1.5	1.2	1.6	1.7	3.3	2.3
2 PM	4.1	1.5	1.5	1.2	1.9	2.1	3.6	2.4
3 PM	3.9	1.4	1.6	1.3	1.8	1.9	3.6	2.3
4 PM	4.2	1.7	1.8	2.1	2.0	2.2	3.4	2.6
5 PM	4.5	2.0	2.8	3.1	2.9	2.6	3.1	3.0
6 PM	3.6	1.4	1.6	1.5	1.9	2.2	3.8	2.2
7 PM	2.5	1.2	0.6	0.7	1.9	2.1	4.0	1.9
8 PM	1.4	0.1	0.2	1.4	0.8	3.6	6.0	1.3
Total	3.5	1.3	1.4	1.3	1.7	1.8	2.9	2.1

Encounters

The number of unique license plates is used as a proxy for the number of individuals encountered by the inspectors (Table 5). Our goal is to maximize the number of license plates encountered so we are reaching as many boaters as possible during each season. In 2025, we observed 6% fewer plates compared to 2024. However, due to the decrease in hours this is consistent with the past few years.

Table 5. License plates encountered by year from 2016-2025

Year	License Plates	Plates per Hour
2016	7,471	N/A
2017	8,404	0.93
2018	7,433	0.72
2019	10,688	0.87
2020	7,957	0.86
2021	6,445	0.78
2022	7,089	0.88
2023	7,442	0.95
2024	8,062	0.96
2025	7,572	0.95

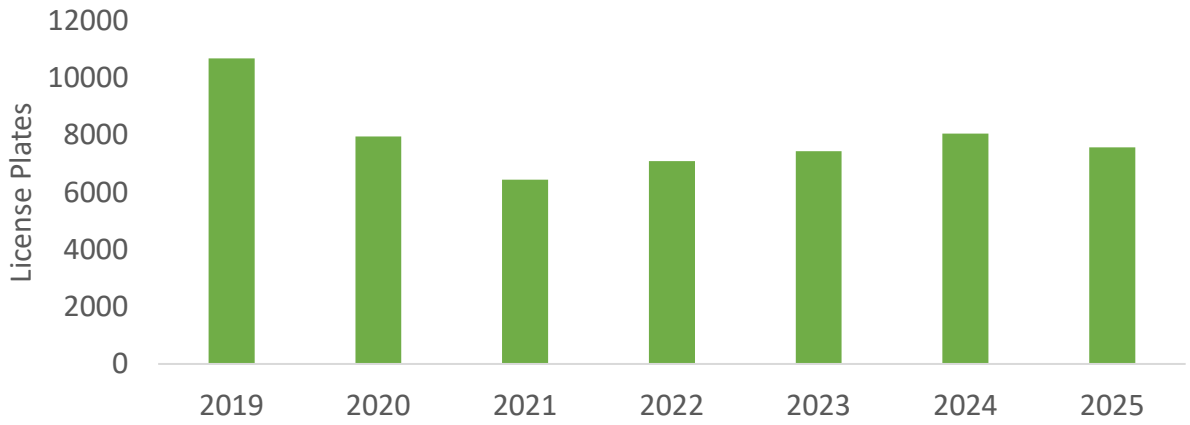


Figure 5. License plates encountered by year from 2019-2025

Each boater has different habits. We want to make sure inspectors are available in all cases to maximize the number of license plates encountered. Some take their boat out on weekends, others go out weekdays after work, lake service providers sometime operate six or seven days a week. Out of the total 7,600 license plates we encountered, 3,713 (49%) were weekend only boaters, 2,707 (36%) were weekday boaters and 1,180 (15%) were encountered both during the weekdays and weekends (Figure 7).

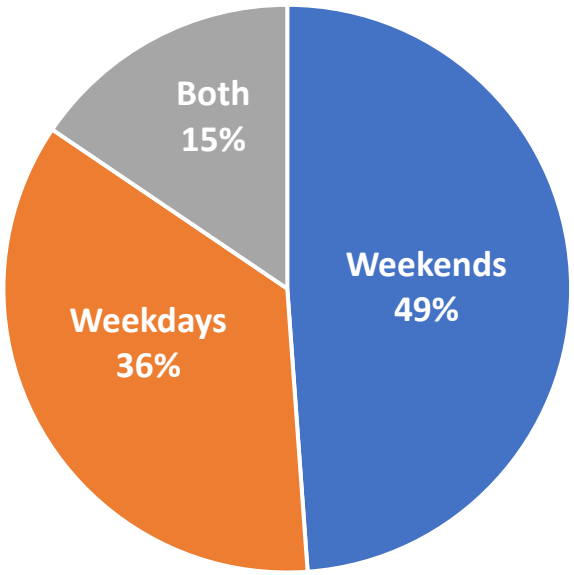


Figure 6. Timeframes of boater encounters in 2025 based on license plates.

Repetition is important to help reinforce the educational aspect of the inspection program. Inspectors are not only trying to find AIS on water-related equipment, but also to teach boaters what actions to take and some of the common places that AIS hide on equipment. In some cases, one person is inspected twice in the same day both upon entering and exiting a lake. Other times they are encountered during several trips throughout the boating season.

However, if we are only encountering the same boater over and over again, the message may lose value. One plate was encountered 76 times, likely belonging to a lake service provider vehicle who is constantly moving equipment around. Therefore, we consider how many license plates we continuingly interact with and how many of our inspections those interactions account for (Table 6).

Table 6. License plates encountered multiple times and the percent of inspections they account for in 2024.

Number of Encounters	Total Plates	Percent of Plates	Percent of Inspections
>25	11	0.1%	2.8%
>10	117	1.5%	12.0%
>5	447	5.9%	26.2%
>2	1613	21.2%	51.7%
>1	3720	48.9%	76.8%
Total	**7,592**		

Entering vs Exiting

There are several different inspection types. An entering or exiting inspection occurs when the boat is coming or going from the water. Lifts are inspected slightly differently so they are given a different category. A courtesy inspection occurs when the equipment will not enter or exit the water. The majority of courtesy inspections occur at the decontamination site.

Table 7. Inspections by type in 2024

Inspection Type	Count
Courtesy	4
Entering	9,509
Exiting	7,150
Lift	46
Total	16,709

Violations

During an entering inspection the equipment is checked for water, mud, plants, animal, etc. Inspectors also check if the drain plug is in. Table 8 has the percentage of equipment that didn't comply with regulations. It is worth noting that lake users often put the drain plug in during staging but prior to the inspection, these instances are recorded as the drain plug being in. Only 0.6% of all inspections recorded the boater that self-reported the drain-plug being in when they arrived a the access. Zebra mussels (zm) were found on equipment a few times, usually on equipment from an infested lake returning to the same lake following storage. There were no instances of zebra mussels being found on equipment attempting to enter an uninfested lake.

Table 8. Findings during entering inspections

Entering n	Drain plug In	Species Found	ZM Found
9,509	15.0%	7.2%	0.3%

Violations also vary slightly by the day of the week. This may be due to the methods of inspectors and their typical schedule.

Table 9. Variation of if the drain plug was in during an entering inspection

Row Labels	Sun	Mon	Tues	Wed	Thrus	Fri	Sat	Grand Total
Drain plug is in	15.4%	12.9%	9.6%	17.4%	22.7%	13.0%	14.5%	15.0%

Table 10. Variation of if something was found during an entering inspection by the day of the week

Row Labels	Sun	Mon	Tues	Wed	Thrus	Fri	Sat	Grand Total
Yes	7.0%	8.5%	8.9%	4.4%	8.5%	7.4%	6.7%	7.22%

Lake Connections

During entering inspections, lake users reported they came from 588 different Minnesota lakes and 14 different states (and Canada) in addition to Minnesota and 52 lakes in Wright County. Just over 4.7% of inspections came from lakes they did not know or preferred not the answer the last lake in which the equipment was used.

Decontaminations

In 2025 we offered decontaminations from Memorial Day to Labor Day, 6 days per week. The station was closed on Sundays. Decontaminations sharply decreased, however Hwy 55, the main road to the station was closed for construction during the entire season. Thus, boaters had to go significantly out of their way to get to the station.

Table 11. Decontaminations by years in Wright County

Year	Decons
2016	155
2017	340
2018	242
2019	221
2020	140
2021	176
2022	190
2023	141
2024	107
2025	47

Figure 7. A level 2 inspector decontaminating a barge with high pressure

Tool Stations

Tool stations are available throughout the county to provide tools for boaters to help clean their equipment as they exit the water. There are two types of stations, a basic tool station and a CD3 system. The basic station is just a sign with tools on hooks. (Figure 8). The CD3 stations are internet connected for information tracking, and have solar panels to power an air compressor and a wet/dry vacuum.

Figure 8. Basic tool station at Lake John with a plug wrench, grabber, weed stick and a brush

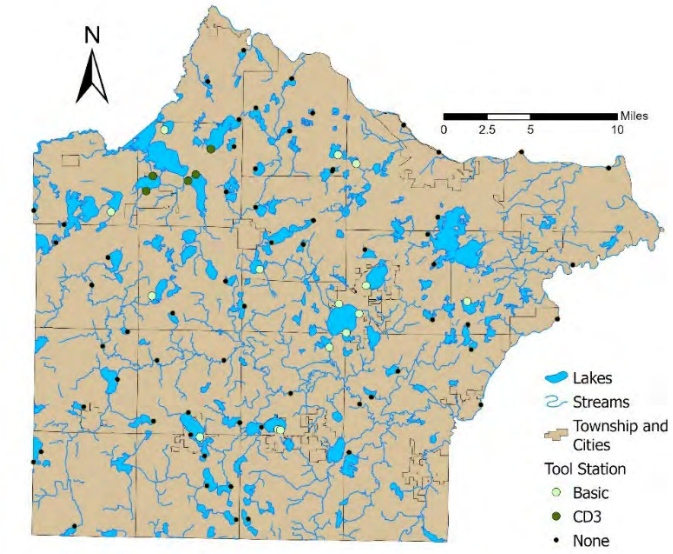


Figure 9. Locations of the AIS tool stations in Wright County

CD3-Waterless Cleaning Stations

CD3 waterless cleaning stations are self-service tools for boaters to remove water, plants, and mud from their equipment at the access. The units are solar powered and equipped with lights, so they are available 24/7 during the boating season. Other tools available include a wet/dry vacuum, compressed air, brush, drain plug wrench, and a reach grabber. There are five CD3 units in Wright County including Sugar South, Cedar-DNR, Pleasant North, Pleasant South, and Cedar Schroeder.

In 2024, the Sugar South unit was removed at the end of May due to construction occurring at the access. Additionally, at the end of season we discovered the vacuums at Pleasant North and Cedar-DNR units require repair. The air hose at Pleasant North also requires some repair. These repairs will be made in early 2025.

The tools are connected to the internet and track which tools are used and when. The most commonly used tools are the air compressors and the vacuums. The brush was the least commonly used tool (Figure 9). Tool use also peaked in July and tapered off through the remainder of the boating season.

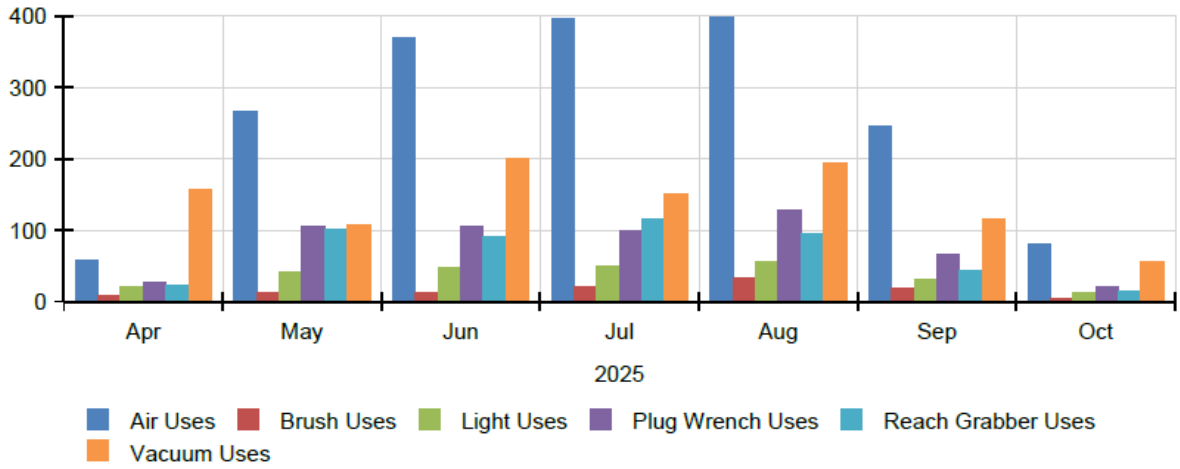


Figure 10. Tool uses across all CD3 stations by month in 2025. Image credit CD3 Systems.

RESOLUTION #25-89
BOARD OF WRIGHT COUNTY COMMISSIONERS

DATE ADOPTED:
December 16, 2025

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

RESOLUTION #25-89

RESOLUTION FOR AQUATIC INVASIVE SPECIES PREVENTION AID

Whereas, Session Law Chapter 308 enacted by the Legislature provides $10,000,000 to Minnesota counties a County Program AID grant for Aquatic Invasive Species (AIS) prevention. The amount designated for each county is based on the number of watercraft trailer launches as well as the number of watercraft trailer parking spaces within each county. Wright County was allocated approximately 2.4% of the total, which equates to $237,649 for 2026, and

Whereas, the legislation requires that Wright County must establish, by resolution or through adoption of a plan, guidelines for the use of the proceeds which are to prevent the introduction or limit the spread of aquatic invasive species at all access sites within the county. The 2024-2028 Wright County AIS Management Plan was established by the Wright County AIS Advisory Committee for the implementation of AIS prevention and/or control efforts, and

Whereas, the county may appropriate the proceeds directly or may use any portion of the proceeds to provide funding for a joint powers board or cooperative agreement with another political subdivision, a soil and water conservation district in the county, a watershed district in the county, or a lake association located in the county. Any money appropriated by the county to a different entity or political subdivision must be used as required under this section, and

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

Roll Call Vote:

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

STATE OF MINNESOTA)
ss.
County of Wright)

I, Select Signer, duly appointed and qualified of the County of Wright, State of Minnesota, do hereby certify that I have compared the foregoing copy of this resolution with the original minutes of the proceedings of the Board of County Commissioners, Wright County, Minnesota, at their session held on Monday, December 08, 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.

Greg Kryzer, County Administrator

Version 2

RESOLUTION #25-89

BOARD OF WRIGHT COUNTY COMMISSIONERS

DATE ADOPTED:
December 16, 2025

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

RESOLUTION #25-89

Whereas, the county must annually submit a copy of its guidelines for use of the process to the Department of Natural Resources by December 31 of the year the payments are received, and

NOW, THEREFORE, BE IT RESOLVED the Board of Commissioners of Wright County, Minnesota designates oversight of Wright County's AIS prevention efforts to the Wright Soil and Water Conservation District and delegates to them the responsibility to implement reporting and funding allocation requirements in the above legislation. For 2026, the plan is on file in the Wright Soil and Water Conservation District.

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 *
12/16/2025 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
BJR8947

Item Details

Board Action Requested (this is what will appear on the Agenda) *
Adopt Resolution 25-79, Determining that a Discretionary EAW is NOT Required for the MBE Sand and Gravel Mine on Property Located at the intersection of State Highway 25 and County Road 113, Buffalo Township

Short Title (what will appear on Agenda outline - 250 character max.) *
Adopt Resolution 25-79, Determining that a Discretionary EAW is NOT Required for the MBE Sand and Gravel Mine on Property Located at the intersection of State Highway 25 and County Road 113, Buffalo Township

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

Briefly describe how the request aligns with the selected value stream.
Resolution is in relation to a request and application for an interim use permit to allow a sand and gravel mining operation.

Describe the impact on staffing resources.
None

Fiscal Impact:
None

Background/Justification:
MN Rule 4410.4500 allows a governmental unit requires the County Board to act on all petitions requesting a discretionary Environmental Assessment Worksheet (EAW), if the project is not exempted by MN Rule 4410.4600. MN Rule 4410.4600, Subp. 2, E. exempts projects for which environmental review has been completed. Since environmental review was completed and a determination adopted by the Wright County Board of Commissioners, this project is exempt from further environmental review.

PID 202000043206, and as more fully described in the Interim Use Permit Application held by the Wright County Office of Planning and Zoning under code file number PR20250002721

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. (6)

Document Name	Attachment Type
25-79 MBE Sand & Gravel Mine - FLAT.pdf	Attachment
Complete Petition Transmittal Letter_ MBE, Inc. Buffalo Pit.pdf	Attachment
MN Rule 4410.4500 - Discretionary EAW.pdf	Attachment
MN Rule 4410.4600 - Exemptions.pdf	Attachment
Final Petition for an EAW_MBE_Wright County, MN.pdf	Attachment
2022 MBE EAW-Signed Resolution-Findings of Fact.pdf	Attachment

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision
Approved

Notes
Moved to Legal

Legal Review

Legal Decision
Approved

Notes
Approved. Brian Wold worked on issue with department.

County Administrator Review

County Administrator Decision

Notes

MINNESOTA
ENVIRONMENTAL QUALITY BOARD

Minnesota Environmental Quality Board
520 Lafayette Road North
Saint Paul, MN 55155

VIA E-MAIL (cover letter & petition)

November 18, 2025

Barry Rhineberger
Planning and Zoning Administrator
Wright County
3650 Braddock Ave NE Suite 1600
Buffalo, MN 55313
Barry.Rhineberger@wrightcountymn.gov

RE: Petition for an Environmental Assessment Worksheet for the MBE, Inc. Buffalo Pit Project

Dear Barry Rhineberger,

The Environmental Quality Board (EQB) received a petition on November 17, 2025 requesting that an Environmental Assessment Worksheet (EAW) be prepared for the project described in the petition, and on November 18, 2025 the EQB determined that Wright County is the appropriate governmental unit to decide the need for an EAW.

All requirements for Minnesota's Environmental Review Program, including when review is required and when review is exempt can be found in Minnesota Rules, chapter 4410. Please note, a project may not be started, and a final governmental decision may not be made to grant a permit, approve a project, or begin a project, until a decision has been made for this petition. Project construction includes any activities which directly affect the environment, including preparation of land.

The procedures to be followed in making the decision on the enclosed petition (EAW need decision) are found in part 4410.1100. Key points in the procedures include:

1. As the designated RGU, you are required to decide the need for preparation of an EAW, considering the evidence presented by the petitioners or otherwise known to you about the nature and location of the project. In making your decision, you should consider the evidence submitted and take into account the factors listed in part 4410.1700, subpart 7. Note that these procedures require that a record of decision, including specific findings of fact, be maintained.

2. You have 15 working days from the date of the receipt of this petition to decide on the need for an EAW. (See part 4410.1100.)
   - For RGU decisions made by a board, council, or other body which meets on a periodic basis, the time period may be extended by the RGU for an additional 15 days.
   - For RGU decisions not made by a board, council, or other body, the RGU may request an extension from the EQB of up to an additional 15 days.

3. You must provide written notification of your final decision to the proposer, the petitioners' representative, and the EQB, within 5 working days of that decision.
    a. To notify the EQB of your decision on the need for an EAW, please email env.review@state.mn.us. The EQB requests that you include a copy of your record of decision, including instances where environmental review is mandatory, voluntary, or exempt.

4. When notices of decision are sent to EQB, please ensure that:
    a. Decisions have undergone all foreseeable and applicable local administrative processes.
    b. The representative providing notices is authorized to do so on behalf of your responsible unit of government.

5. Should you have any concerns about the timelines for final decisions and the timing of any needed processes, please contact the EQB as soon as possible.

6. If for any reason you are unable to act on the petition at this time (e.g., no application has yet been filed or the application has been withdrawn or denied), the petition will remain in effect for a period of one year and must be acted upon prior to any final decision concerning the project identified in the petition. It is recommended that you notify in writing both the petitioners' representative and the EQB if you are unable to act on the petition at the time it is received.

Notice of the petition and its assignment to your unit of government will be published in the *EQB Monitor* on November 25, 2025.

If you have any questions or need any assistance, please do not hesitate to contact us at env.review@state.mn.us or 651-757-2873.

Sincerely,

Sarah Lerohl

Sarah Lerohl
Environmental Review Program
Environmental Quality Board

cc: Petitioner's Representatives:

Garvin Farms, LLC d/b/a Gilchrist Orchard c/o Steve Garvin
Lori and John Cassady
Rev. Greg Braly

RESOLUTION #25-90
BOARD OF WRIGHT COUNTY COMMISSIONERS

DATE ADOPTED:
December 16, 2025

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

RESOLUTION #25-90

FINDINGS AND ORDER THAT DISCRETIONARY ENVIRONMENTAL ASSESSMENT WORKSHEET IS NOT REQUIRED FOR THE MBE GRAVEL AND SAND MINE (State Highway 25 and County Road 113, Buffalo Township; PID 202000043206)

WHEREAS, the Minnesota Environmental Equality Board (EQB) received a petition requesting that an Environmental Assessment Worksheet (EAW) be completed on a proposed sand and gravel mine project in Buffalo Township, Wright County, State of Minnesota;

WHEREAS, the EQB had determined Wright County to be the Responsible Governmental Unit (RGU) and referred the petition to Wright County on November 18, 2025;

WHEREAS, the proposed project consists of an Interim Use Permit that has been filed with the Wright County Office of Planning and Zoning for a sand and gravel mine on a parcel of real property;

WHEREAS, the proposed project would include excavation, screening, washing, crushing of materials, stockpiling and processing recycled materials, and fill for reclamation;

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 Tuesday, December 02, 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.

Greg Kryzer, County Administrator

RESOLUTION #25-90

BOARD OF WRIGHT COUNTY COMMISSIONERS

DATE ADOPTED:
December 16, 2025

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

RESOLUTION #25-90

WHEREAS, a discretionary EAW was requested and required by the Wright County Board of Commissioners on November 30, 2021;

WHEREAS, on September 27, 2022, after completion of the EAW, the Wright County Board of Commissioners made a negative declaration on the need for an Environmental Impact Statement (EIS);

WHEREAS, the proposed project location has been under general agricultural production since the Board determined that an Environmental Impact Statement (EIS) was not warranted on September 27, 2022, and no changes have occurred on the property that would indicate the proposed project will result in significant environmental effects; and

WHEREAS, the current request has not increased in scope or intensity from the 2021 request;

WHEREAS, MN Rule 4410.4600, Exemptions, Subpart. 2 (E), Standard exemptions, exempts projects for which environmental review has already been completed;

THEREFORE, BE IT RESOLVED that the Wright County Board of Commissioners hereby determines that a discretionary EAW is NOT required for the MBE Sand and Gravel Mine on property located at the intersection of State Highway 25 and County Road 113, Buffalo Township; PID 202000043206, and as more fully described in the Interim Use Permit Application held by the Wright County Office of Planning and Zoning under code file number PR20250002721;

BE IT FURTHER RESOLVED that the Wright County Board of Commissioners, pursuant to Minnesota Rule 4410.4600, Subpart 2 (E), hereby finds that the project is exempt from parts 4410.0200 to 4410.6500, requiring further Environmental Review;

BE IT FURTHER RESOLVED that the Wright County Board of Commissioners hereby determines that an additional discretionary Environmental Assessment Worksheet (EAW) is not required for the MBE Sand and Gravel Mine located at the intersection of State Highway 25 and County Road 113, Buffalo Township (PID 202000043206), as the proposed project does not have the potential for significant environmental effects. This determination is consistent with the Board's findings, conclusions, and resolutions adopted in Resolution No. 22-53 on September 27, 2022, which are incorporated herein by reference as though fully set forth herein.

4410.4500 DISCRETIONARY EAW.

A governmental unit with jurisdiction may order the preparation of an EAW for any project that does not exceed the mandatory thresholds designated in part 4410.4300 or 4410.4400 if the governmental unit determines that because of the nature or location of the proposed project the project may have the potential for significant environmental effects, and the project is not exempted pursuant to part 4410.4600.

Statutory Authority: *MS s 116D.04*

Published Electronically: *November 30, 2009*

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4410.4600 EXEMPTIONS.

Subpart 1. **Scope of exemption.** Projects within subparts 2 and 26 are exempt from parts 4410.0200 to 4410.6500. Projects within subparts 3 to 25 and 27 are exempt from parts 4410.0200 to 4410.6500, unless they have characteristics which meet or exceed any of the thresholds specified in part 4410.4300 or 4410.4400.

Subp. 2. **Standard exemptions.** The following projects are standard exemptions:

A. projects for which no governmental decisions are required;

B. projects for which all governmental decisions have been made. However, this exemption does not in any way alter the prohibitions on final governmental decisions to approve a project under part 4410.3100;

C. projects for which, and so long as, a governmental unit has denied a required governmental approval;

D. projects for which a substantial portion of the project has been completed and an EIS would not influence remaining construction; and

E. projects for which environmental review has already been completed or for which environmental review is being conducted pursuant to part 4410.3600 or 4410.3700.

Subp. 3. **Electric generating facilities.** Construction of an electric generating plant or combination of plants at a single site with a combined capacity of less than five megawatts is exempt.

Subp. 4. **Fuel conversion facilities.** Expansion of a facility for the production of alcohol fuels that would have or would increase its capacity by less than 500,000 gallons per year of alcohol produced is exempt.

Subp. 5. **Transmission lines.** Construction of a transmission line with a nominal capacity of 69 kilovolts or less is exempt.

Subp. 6. **Transfer facilities.** Construction of a facility designed for or capable of transferring less than 30 tons of coal per hour or with an annual throughput of less than 50,000 tons of coal from one mode of transportation to a similar or different mode of transportation, or the expansion of an existing facility by these respective amounts, is exempt.

Subp. 7. **Storage facilities.** Construction of a facility designed for or capable of storing less than 750 tons of coal, with an annual throughput of less than 12,500 tons of coal, or the expansion of an existing facility by these respective amounts, is exempt.

Subp. 8. **Mining.** The following projects are exempt:

A. General mine site evaluation activities that do not result in a permanent alteration of the environment, including mapping, aerial surveying, visual inspection, geologic field reconnaissance, geophysical studies, and surveying, but excluding exploratory borings, are exempt.

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B. Expansion of metallic mineral plant processing facilities that are capable of increasing production by less than ten percent per year, provided the increase is less than 100,000 tons per year in the case of facilities for processing natural iron ore or taconite, is exempt.

C. Scram mining operations are exempt.

Subp. 9. **Paper or pulp processing facilities.** Expansion of an existing paper or pulp processing facility that will increase its production capacity by less than ten percent is exempt.

Subp. 10. **Industrial, commercial, and institutional facilities.** The following projects are exempt:

A. Construction of a new or expansion of an existing warehousing, light industrial, commercial, or institutional facility of less than the following thresholds, expressed as gross floor space:

(1) third or fourth class city or unincorporated area, 50,000 square feet,

(2) second class city, 75,000 square feet, or

(3) first class city, 100,000 square feet, if no part of the development is within a shoreland area, delineated flood plain, state or federally designated wild and scenic rivers district, the Minnesota River Project Riverbend area, or the Mississippi headwaters area.

B. Construction of a warehousing, light industrial, commercial, or institutional facility with less than 4,000 square feet of gross floor space and with associated parking facilities designed for 20 vehicles or fewer.

C. Construction of a new parking facility for fewer than 100 vehicles if the facility is not located in a shoreland area, a delineated floodplain, a state or federally designated wild and scenic rivers district, the Minnesota River Project Riverbend area, or the Mississippi headwaters area.

Subp. 11. **Sewage systems.** Construction of a new wastewater treatment facility with a capacity of less than 5,000 gallons per day average wet weather flow or the expansion of an existing wastewater treatment facility by less than 5,000 gallons per day average wet weather flow or the expansion of a sewage collection system by less than 5,000 gallons per day design daily average flow or a sewer line of 1,000 feet or less and eight-inch diameter or less, is exempt.

Subp. 12. **Residential development.** The following projects are exempt:

A. Construction of a sewered residential development, of:

(1) fewer than ten units in an unincorporated area;

(2) fewer than 20 units in a third or fourth class city;

(3) fewer than 40 units in a second class city; or

(4) fewer than 80 units in a first class city, no part of which is within a shoreland area, a delineated floodplain, a state or federally designated wild and scenic rivers district, the Minnesota River Project Riverbend area, or the Mississippi headwaters area.

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B. Construction of less than ten residential units located in shoreland, provided all land in the development that lies within 300 feet of the ordinary high water level of the lake or river, or edge of any wetland adjacent to the lake or river, is preserved as common open space.

C. Construction of a single residence or multiple residence with four dwelling units or fewer and accessory appurtenant structures and utilities.

Subp. 13. **Airport projects.** The following projects are exempt:

A. Runway, taxiway, apron, or loading ramp construction or repair work including reconstruction, resurfacing, marking, grooving, fillets, and jet blast facilities is exempt, except where the project will create environmental impacts off airport property.

B. Installation or upgrading of airfield lighting systems, including beacons and electrical distribution systems, is exempt.

C. Construction or expansion of passenger handling or parking facilities, including pedestrian walkway facilities, is exempt.

D. Grading or removal of obstructions and erosion control projects on airport property is exempt, except where the projects will create environmental impacts off airport property.

Subp. 14. **Highway projects.** The following projects are exempt:

A. Highway safety improvement projects.

B. Installation of traffic control devices, individual noise barriers, bus shelters and bays, loading zones, and access and egress lanes for transit and paratransit vehicles.

C. Modernization of an existing roadway or bridge by resurfacing, restoration, or rehabilitation that may involve acquiring minimal amounts of right-of-way.

D. Roadway landscaping or construction of bicycle and pedestrian lanes, paths, and facilities within an existing right-of-way.

E. Any stream diversion, realignment, or channelization within the right-of-way of an existing public roadway associated with bridge or culvert replacement.

F. Reconstruction or modification of an existing bridge structure on essentially the same alignment or location that may involve acquiring minimal amounts of right-of-way.

Subp. 15. **Water impoundments.** A new or additional permanent impoundment of water creating a water surface of less than ten acres is exempt.

Subp. 16. **Marinas.** Construction of private residential docks for use by four or less boats and utilizing less than 1,500 square feet of water surface is exempt.

Subp. 17. **Ditch maintenance or repair.** Routine maintenance or repair of a drainage ditch within the limits of its original construction flow capacity, performed within 20 years of construction or major repair, is exempt.

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Subp. 18. **Agriculture and forestry.** The following projects are exempt:

A. Harvesting of timber for maintenance purposes.

B. Public and private forest management practices, other than clear-cutting or applying pesticides, that involve less than 20 acres of land.

Subp. 19. **Animal feedlots.** The activities in items A to D are exempt.

A. Construction of an animal feedlot facility with a capacity of less than 1,000 animal units or the expansion of an existing animal feedlot facility to a total cumulative capacity of less than 1,000 animal units, if all of the following apply:

(1) the feedlot is not in an environmentally sensitive location listed in part 4410.4300, subpart 29, item B;

(2) the application for the animal feedlot permit includes a written commitment by the proposer to design, construct, and operate the facility in full compliance with PCA feedlot rules; and

(3) the county board holds a public meeting for citizen input at least ten business days prior to the PCA or county issuing a feedlot permit for the facility, unless another public meeting for citizen input has been held with regard to the feedlot facility to be permitted.

B. The construction of an animal feedlot facility of less than 300 animal units or the expansion of an existing facility by less than 100 animal units, no part of either of which is located within a shoreland area; delineated flood plain; state or federally designated wild and scenic rivers district; the Minnesota River Project Riverbend area; the Mississippi headwaters area; an area within a drinking water supply management area designated under chapter 4720 where the aquifer is identified in the wellhead protection plan as vulnerable to contamination; or 1,000 feet of a known sinkhole, cave, resurgent spring, disappearing spring, Karst window, blind valley, or dry valley.

C. The construction or expansion of an animal feedlot facility with a resulting capacity of less than 50 animal units regardless of location.

D. The modification without expansion of capacity of any feedlot of no more than 300 animal units if the modification is necessary to secure a Minnesota feedlot permit.

Subp. 20. **Utilities.** Utility extensions are exempt as follows:

A. water service mains of 500 feet or less and 1-1/2 inches diameter or less;

B. local electrical service lines;

C. gas service mains of 500 feet or less and one inch diameter or less; and

D. telephone services lines.

Subp. 21. **Construction projects.** The following projects are exempt:

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A. Construction of accessory appurtenant structures including garages, carports, patios, swimming pools, agricultural structures excluding feedlots, or other similar buildings not changing land use or density is exempt.

B. Accessory signs appurtenant to any commercial, industrial, or institutional facility are exempt.

C. Operation, maintenance, or repair work having no substantial impact on existing structures, land use, or natural resources is exempt.

D. Restoration or reconstruction of a structure is exempt, provided that the structure is not of historical, cultural, architectural, archaeological, or recreational value.

E. Demolition or removal of buildings and related structures is exempt, except where they are of historical, archaeological, or architectural significance.

Subp. 22. **Land use.** The following projects are exempt:

A. Individual land use variances, including minor lot line adjustments and side yard and setback variances not resulting in the creation of a new subdivided parcel of land or any change in land use character or density, are exempt.

B. Minor temporary uses of land having negligible or no permanent effect on the environment are exempt.

C. Maintenance of existing landscaping, native growth, and water supply reservoirs, excluding the use of pesticides, is exempt.

Subp. 23. **Research and data collection.** Basic data collection, training programs, research, experimental management, and resource evaluation projects that do not result in an extensive or permanent disturbance to an environmental resource, and do not constitute a substantial commitment to a further course of action having potential for significant environmental effects, are exempt.

Subp. 24. **Financial transactions.** The following projects are exempt:

A. Acquisition or disposition of private interests in real property, including leaseholds, easements, right-of-way, or fee interests, is exempt.

B. Purchase of operating equipment, maintenance equipment, or operating supplies is exempt.

Subp. 25. **Licenses.** The following decisions are exempt:

A. Licensing or permitting decisions related to individual persons or activities directly connected with an individual's household, livelihood, transportation, recreation, health, safety, and welfare, such as motor vehicle licensing or individual park entrance permits, are exempt.

B. All licenses required under electrical, fire, plumbing, heating, mechanical and safety codes and regulations, but not including building permits, are exempt.

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Subp. 26. **Governmental activities.** Proposals and enactments of the legislature, rules or orders of governmental units, adoption and amendment of comprehensive and other plans, zoning ordinances, or other official controls by local governmental units, rezoning actions by a local governmental unit unless the action would be primarily for the benefit of a specific project or projects, adoption and amendment of plans by state agencies, executive orders of the governor or their implementation by governmental units, judicial orders, and submissions of proposals to a vote of the people of the state are exempt.

Subp. 27. **Recreational trails.** The projects listed in items A to H are exempt. For purposes of this subpart, "existing trail" means an established corridor in current legal use.

A. Rerouting less than one continuous mile of a recreational trail if the reroute is necessary to avoid sensitive areas or to alleviate safety concerns. Multiple reroutes on the same trail must be treated as independent projects, except that where the cumulative length of currently proposed reroutes exceeds one mile on any five-mile segment of trail, as measured along the rerouted trail, those reroutes are not exempt.

B. Reconstructing, rehabilitating, or maintaining an existing trail involving no changes in designated use.

C. Constructing less than one continuous mile of trail for use by snowmobiles or cross-country skiers.

D. Constructing a trail for winter-only use across agricultural land or across frozen water.

E. Designating an existing trail for use by snowmobiles or cross-country skiers.

F. Constructing or rehabilitating a nonmotorized trail within the Twin Cities Metropolitan Regional Park System.

G. Paving a trail located on an abandoned railroad grade retired in accordance with Code of Federal Regulations, title 49, part 1152.

H. Adding a new motorized use to an existing motorized trail or trail segment where the trail is located only on an abandoned railroad grade retired in accordance with Code of Federal Regulations, title 49, part 1152.

Statutory Authority: *MS s 116C.991; 116D.04; 116D.045; L 1998 c 401 s 54; L 2013 c 114 art 4 s 105; L 2015 1Sp4 art 4 s 121; art 5 s 33*

History: *11 SR 714; 13 SR 1437; 21 SR 1458; 24 SR 517; 30 SR 319; 31 SR 539; 34 SR 721; 44 SR 691*

Published Electronically: *January 17, 2020*

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MINNESOTA
ENVIRONMENTAL QUALITY BOARD

Petition for an EAW template

As stated in the Minnesota Environmental Policy Act, “an environmental assessment worksheet must also be prepared for a proposed action whenever material evidence accompanying a petition by not less than 100 individuals who reside or own property in a Minnesota county where the proposed action will be undertaken or in one or more adjoining counties, submitted before the proposed project has received final approval by the appropriate governmental units, demonstrates that, because of the nature or location of a proposed action, there may be potential for significant environmental effects.”

This template is not intended to replace or overrule any parts of the petition process as written in Minnesota Rules 4410.1100. This document is intended to assist users in assembling a complete petition. Further guidance for completing a petition can be found on the Environmental Quality Board (EQB) website.

With any questions regarding the petition process please contact the EQB staff at 651-757-2223 or Env.Review@state.mn.us.

EQB does not make determinations on the need for an EAW from a petition. EQB staff must verify a petition for completeness and then assign the responsibility for making a decision on the need for an EAW to a responsible governmental unit (RGU).

Submitting a petition

1. Once you have completed this petition, the first step is to send the petition and all materials to the EQB. This can be achieved in a few ways as noted below.
    - Email at env.review@state.mn.us. Email is the preferred method as it allows for EQB staff to interact with the petitioners' representative more efficiently.
        - If your documents are too large it is helpful to utilize a file hosting service such as dropbox or google drive. Once your documents are hosted on a file hosting site, email the link to env.review@state.mn.us and EQB staff can then download the documents.
    - If email is not an option then mail a hard copy of the petition and all associated documents to:
      Environmental Quality Board
      520 Lafayette Road North
      Saint Paul, MN 55155
2. In addition to submitting the petition to the EQB, the petitioners' representative is responsible for notifying the project proposer that a petition for an EAW has been submitted in regards to their proposed project. A mailed letter or including the project proposer in an email when you send the petition to the EQB would both suffice in meeting this requirement.
3. Once EQB staff have received the petition they will review it for completeness. If deemed complete, EQB staff will assign the petition to an RGU who will then be responsible for making a decision on the need for an EAW.
    - If the petition is deemed incomplete, then EQB staff will notify the petitioners’ representative of the deficiencies and provide guidance on how to resubmit a complete petition.
4. After an RGU has been assigned, correspondence regarding the status of the petition should be maintained with the RGU. However, EQB staff are available to assist regarding any questions on the petition process.

Petition introduction

This petition is being submitted to request the preparation of an EAW for the Buffalo Pit project. Those that have signed, support the information provided within the petition and believe that because of the nature or location of the proposed project there may be potential for significant environmental effects.

Petitioners petition Wright County (Petition) to complete an environmental assessment worksheet (EAW) regarding MBE, Inc.'s (MBE) interim use permit (IUP) application (Application) for a gravel pit (Gravel Pit) located near Hwy. 25 and 50th St NE (Property). The Application is a more problematic version of an IUP application that MBE submitted several years ago. The County required an EAW on (and eventually denied) that application and should do the same here.

The Application concerns a proposed 10.7-acre Gravel Pit. Although, on first reading, this is nearly 30 acres shy of the mandatory EAW category, see Minn. R. 4410.4300, subp 12B, MBE owns nearly 50 additional acres adjacent to the Gravel Pit. See Exhibit C. Plainly, MBE intentionally kept its Application below 40 acres to avoid environmental review but eventually intends to seek to extract gravel and sand on 40 or more acres. Minnesota Rules require considering this type of "phased action" as a single project for purposes of environmental review. Minn. R. 4410.1000, subp. 4. Under this rule, Wright County must prepare an EAW for this phased action. The reiterate, the County has no discretion to deny the Petition because the entire phased action exceeds the 40-acre threshold for a mandatory EAW.

Petitioners recognize that Wright County prepared an EAW for MBE's proposed Gravel Pit on the Property several years ago. This Application presents new environmental concerns warranting renewed environmental analysis. First, MBE's application, in reality, concerns 60 acres of extraction, 20 more acres than the previous application. Second, MBE has now disclosed it plans to use a small residential well for its water needs. Third, Wright County has entirely amended its mining ordinance. Fourth, the the orchards around the Property have expanded. Four, a new residence has been constructed immediately adjacent to the Property, requiring a new view-shed analysis. And, fifth, a new traffic study is required given that the last traffic study was done in the winter of 2022, when work-from-home policies were still widespread. These, and other, changed circumstances warrant updated environmental review.

Petition content

Items A – E that follow are taken from Minnesota Rules 4410.1100 Subp. 2, which identifies the required contents for a petition. Please fill out items A – E below.

A. **Description of the proposed project.**
This description should include enough information to properly inform about the type of project and provide an understanding of any areas of concern regarding the project's circumstances or location.

MBE's Application concerns a purportedly 10.7-acre Gravel Pit at the Property. The Wright County Planning Commission will meet on November 20, 2025, to consider the Application. The Future Land Use Map in the Northeast Quadrant Land Use Plan ("Land Use Plan") designates the Property as "(CO) Commercial." Land Use Plan, at 75. The Application states that the overall volume of the excavation would be 348,300 cubic yards over an estimated 5-year excavation period, with an average annual export of 50,000 to 100,000 cubic yards annually. Hours of operation for mining and processing would be from 7AM to 7PM, Monday through Saturday.

Hauling would take place 180 days per year, between 7AM and 6PM. The daily average hourly truck volume would be between 3 and 20, with an average of 3.3 trips per hour. Truck traffic will generally be side-dump semi trailers and 6-axle dump trucks.

Activities will include excavation, screening, washing, crushing, stockpiling, filling, and recycling. Onsite equipment would include excavators, scraper, screener, crusher, road grader, front-end loafers, bulldozers, compactor, conveyors, aggregate washer, haul trucks, water truck, angle broom sweeper, and street sweeper.

A more fulsome project description can be found in the Application, attached hereto as Exhibit A.

B. **Proposer of the project.**

- Company name: MBE, Inc.
- Contact person: Bob Perry
- Contact information (email or phone if available): 612-490-9522; mbe111@aol.com

C. **Petitioners' representative.**

- Name: Garvin Farms, LLC d/b/a Gilchrist Orchard c/o Steve Garvin
- Address: 2629 50th Street NE, Buffalo, MN 55313
- Phone number: (716) 597-7521
- Email: steve@gilchristorchard.com

D. **A brief description of the potential environmental effects which may result from the project.**
This section should only include potential environmental issues from the proposed project. Be sure to explain how the identified potential environmental effects relate to the proposed project.

Please see Exhibit B, attached hereto.

E. **Material evidence indicating that, because of the nature or location of the proposed project, there may be potential for significant environmental effects. The material evidence must physically accompany the petition. It is not sufficient to merely provide a reference or citation to where the evidence may be found.**
   - In this section, please list all pieces of material evidence to be attached to the petition.
   - All material evidence must physically accompany this petition as links to websites or citations to unattached documents are not acceptable.
   - PDF or image copies of documents or websites are acceptable. References or citations to specific pages or locations within those documents should be described in this section.
   - It is helpful to label each piece of material evidence with a title. By titling each item of material evidence it is then easier to reference how it supports the environmental concerns in item D.
   - Examples include but are not limited to: Scientific journal articles, letters from experts, environmental reports, maps, photographs, site plans.
   - In addition, this section should explain how the material evidence attached demonstrates that there may be the potential for significant environmental effects. The material evidence that is included should be considered supportive evidence regarding the environmental concerns provided in item D.

The material evidence is attached to Exhibit B:

Attachment 1 - Hemant Gohil, Preparing Orchards Against the Frost … Low Techn Strategies (Apr. 6, 2021)*

Attachment 2 - Mark Longstroth, Analyzing and Improving Your Farm•s Air Drainage, Michigan State University Extension (Mar. 16, 2012)

Attachment 3 - Kamran Shah et al., Chronic Cement Dust Load Induce Novel Damages in Foliage and Buds Mauls Domestica [Domestic Apple], Scientific Reports (July 22, 2020)*

Attachment 4 - Brian Maffly, Can Gravel Mining and World-class Cherry Orchards Coexist in Utah? The Salt Lake Tribune (Oct. 4, 2020)

Attachment 5 - Vimlesh Rowat and Ratna Katiyar, A Review: On the Effects of Cement Dust on Vegetation (2015)

Attachment 6 - Weather U.S., Average Wind Speed, Buffalo, MN (last visited Nov. 14, 2025)*

Attachment 7 - Decl. of Thomas Koch

Attachment 8 - U.S. Dep•t of Labor, Occupational Safety & Health Admin, Silica, Crystalline (last visited Nov. 14, 2025)*

Attachment 9 - Respiratory and Allergic Immune Response Impacts of Gravel Pit / Quarry Operations on Adjacent Land / Properties

Attachment 10 - Photos

* Material Evidence updated or added since 2021 petition.

E. Continued space for material evidence. Reminder that a description should follow the list of material evidence explaining how it demonstrates that there may be the potential for significant environmental effects.

Continued space for material evidence if needed.

Signatures

In order for a petition to be complete, it must contain the signatures and mailing addresses of at least 100 individuals who reside or own property in a Minnesota county where the proposed action will be undertaken or in one or more adjoining counties. An adjoining county must share a border with the county in which the proposed project is meant to take place. Any signatures that are illegible will not be counted. Addresses must include a city or a zip code and be located within the same county as the project or an adjoining county to be counted. Digital signatures are accepted. An additional template for signatures is available to print out if needed.

Additional space if needed.

In addition to Garvin Farms c/o Steve Garvin, the Petitioners' Representatives are:

Lori and John Cassady
2573 50th St NE, Buffalo, MN 55313
(763) 370-6045
loricassady@msn.com

Rev. Greg Braly
Pastor Buffalo Evangelical Free Church
210 13th Ave. N.E.
Buffalo MN 55313
Phone- 763-464-8892
Email: pastorgreg@Buffalofree.org

Petition for an Environmental Assessment Worksheet(EAW) for the Buffalo Pit Project

We, the undersigned, reside or own property in a Minnesota county where the proposed action will be undertaken or in one or more adjoining counties and request the preparation of an EAW for the Buffalo Pit project located in Wright County. By signing this petition, we support the information and material evidence in the attached petition and believe that, because of the nature or location of the proposed project there may be potential for significant environmental effects including, but not limited to:

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- Demographics (500 homes within 1 mile)

NOV 16, 2025

Statute requires the signatures of 100 individuals who reside or own property in a Minnesota county where the proposed action will be undertaken or in one or more adjoining counties. An adjoining county must share a border with the county in which the proposed project is meant to take place. Name and address must be legible.

	Name (must be legible)	Address (street address, city, state, and zip code)	County	Signature
1	Phillip Nelson	409 4th ST N Buffalo MN 55313	Wright	
2	Tracie Bebeau	2313 50th St NE, Buffalo MN 55313	Wright	Tracie Bebeau
3	JoAnn Prigge	5191 Christen Ave NE Buffalo MN 55313	Wright	
4	John Prigge	5191 Christen Ave N.E Buffalo MN 55313	Wright	
5	Elise Farniok	3232 50th Street NE Buffalo MN 55313	Wright	Elise Farniok
6	Bonita Bryant	834 60th ST NE Buffalo MN 55313	WRIGHT	
7	Sandy Pearson	250 Chestnut St E Buffalo MN 55313	Wright	Sandra Pearson
8	Jane Stowman	905 7th Ave NE Buffalo MN 55313	Wright	Jane Stowman
9	Michael Schuft	5575 Co Rd 33 SE, Buffalo MN 55313	"	
10	DAVID HENRY	621 GLENWOOD AVE, BIG LAKE MN 55309	SHERBURN	

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	Name (must be legible)	Address (street address, city, state, and zip code)	County	Signature
11	Rodney Walz	701 4th Ave NW, Buffalo, MN 55313	Wright	Rodney Walz
12	Lesley Walz	701 4th Ave NW, Buffalo MN 55313	Wright	Lesley Walz
13	Marlys Wilson	2419 58th St NE Buffalo MN 55313	Wright	Marlys Wilson
14	Tyler Reiss	5407 Davern Ave NE, Buffalo MN 55313	Wright	
15	Jenny Reiss	5407 Davern Ave NE Buffalo MN 55313	Wright	
16	Maggie Hermanson	5488 Darrow Ave NE Buffalo, MN 55313	Wright	Maggie Hermanson
17	Jack Pinkham	5488 Darrow Ave NE, Buffalo, MN 55313	Wright	
18	Susan Hermanson	5488 Darrow Ave NE Buffalo, MN 55313	Wright	
19	Steve Hermanson	5488 Darrow Ave NE Buffalo 55313	Wright	
20	Loren Lindvall	2952 50th St NE Buffalo 55313	Wright	

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	Name (must be legible)	Address (street address, city, state, and zip code)	County	Signature
21	Mank Mann	2108 55th ST. NE Buffalo MN 55313	Wright	
22	David Theis	5571 Canterbury Ave NE Buffalo 55313	Wright	
23	Enid A. Theis	5571 Canterbury Ave NE Buffalo, MN	Wright	
24	Chris Mann	2108 55th Street NE Buffalo, MN 55313	Wright	
25	Jennifer Erickson	5284 Darrow Ave NE, Buffalo, MN 55313	Wright	
26	Lindsay Erickson	5284 Darrow Ave NE, Buffalo, MN 55313	Wright	
27	Arthur Bertelsen	2600 Ibis Way Buffalo, Buffalo MN 55313	Wright	
28	John Cassady	2573 50th NE, Buffalo, MN 55313	Wright	
29	Elizabeth Cassady	2573 50th NE, Buffalo, MN, 55313	Wright	
30	Susan Eastlund	5661 Edmonson NE, Buffalo, MN 55313	Wright	

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	Name (must be legible)	Address (street address, city, state, and zip code)	County	Signature
31	Alison Swierton	5621 Cameron Ave NE Buffalo, MN 55313	Wright	alisonswierton
32	Katy Cassady	2573 50th St. NE Buffalo, MN 55313	Wright	
33	Jeffrey Erickson	508 Green Briar Lane Buffalo, MN 55313	Wright	
34	Laurie Schroeder	1901 50th St NE Buffalo MN 55313	Wright	Laurie Schroeder
35	Joseph schroeder	1901 50TH St NE Buffalo MN 55313	Wright	
36	Lorrie Lepinski	5722 Davern Ave. NE Buffalo MN 55313	Wright	Lorrie Lepinski
37	Becky Byington	4145-50th St NE Buffalo MN 55313	Wright	Becky Byington
38	Carole Troy	154 E Broadway Monticello MN 55362	Wright	
39	Kaitlyn Rodman	911 6th St NE Buffalo MN 55313	Wright	Kaitlyn Rodman
40	Lori Cassady	2573 50TH St NE Buffalo MN 55313	Wright	Lori Cassady

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	Name (must be legible)	Address (street address, city, state, and zip code)	County	Signature
41	Dorothy Nie	1905 Copper Creek TRL Buffalo MN 55313	Wright	
42	John Nie	1905 Copper Creek TRL Buffalo MN 55313	Wright	
43	Joel Swieton	5621 Cameron Ave NE Buffalo, MN 55313	Wright	
44	Shelly Hanson	1746 [illegible] NE Buffalo Mn 55313	Wright	
45	Kari Hartman	3864 52nd St. NE Buffalo, MN 55313	Wright	
46	Dale Hartman	3864 52nd St. NE Buffalo, MN 55313	Wright	
47	[illegible]	5508 Davern Ave NE 55313	Wright	
48	[illegible]	5508 Davern Ave NE 55313	Wright	
49	Mario Reynolds	5539 cameron Ave, NE, Buffalo MN 55313	wright	
50	C Layton Poirier	2159 60th st NE Buffalo MN 55313	Wright	

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	Name (must be legible)	Address (street address, city, state, and zip code)	County	Signature
51	LAWRENCE WILSON	2419 58 ST NE BUFFALO MN 55313	WRIGHT	Lawrence J. Wilson
52	KEVIN TIERNEY	5023 OAKROW AVE NE Buffalo MN 55313	wright	
53	Jackie Prigge	3349 50th St NE Buffalo MN 55313	Wright	Jacquelyn Prigge
54	James Prigge	3349 50th St NE Buffalo MN 55313	Wright	James Prigge
55	Danielle Wolf	2952 50th St NE Buffalo, MN 55313	Wright	
56	Lavendolyn Meckle	2373 59th St NE Buffalo, Mn 55313	Wright	
57	Nate Seiter	2373 59th St NE Buffalo, MN 55313	wright	
58	Michael Zimmerman	4321 Harvest Ct. Monticello, Minnesota 55362	Wright	Michael Zimmerman
59	Jeff Bygdon	4145 50TH ST NE BUFFALO, MN 55313	WRIGHT	Jeff Bygdon
60	Teri Nelson	505 Buffalo Run Way Buffalo, Mn 55313	Wright	Teri Nelson

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	Name (must be legible)	Address (street address, city, state, and zip code)	County	Signature
61	Deborah Scherber	5737 Afton Ave NE, Buffalo, MN 55313	Wright	
62	Jason Scherber	5737 Afton Ave NE, Buff MN 55312	Wright	
63	Steve Erickson	5284 Darrow Ave NE Buffalo MN 55313	Wright	
64	Devonna Tierney	5023 Darrow Ave NE MN 55313	Wright	
65	Justin Lauer	2217 55th St NE Buffalo MN 55313	wright	
66	Ciara Lauer	2217 55th st NE Buffalo MN 55313	wright	
67	MARK LAUER	868 Belanger Ave NW Buffalo MN 55313	Wright	
68	Julie LAUER	868 Belanger Ave NW Buffalo MN 55313	Wright	
69	Johanna Schultz	2459 58th St NE Buffalo MN 55313	Wright	
70	Pixie Elletson	4583 Dalton Ave NE Buffalo Mn 55313	Wright	

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	Name (must be legible)	Address (street address, city, state, and zip code)	County	Signature
71	Eva Lindstedt-Wallin	8915 Farmstead Avenue Monticello, MN 55362	Wright	
72	Heather Thornton	2208 Saddlebrook Rd Buffalo MN 55313	Wright	
73	John Pomeroy	3039 62nd ST N.W. 55358	Wright	
74	Mary Pomeroy	3039 62nd ST N.W. 55358	Wright	
75	Kristen Sletten	110 Park St E. Annandale 55302	Wright	
76	MARK SLETTEN	110 PARK ST. E. ANNANDALE 55302	WRIGHT	
77	Braeston Stevens	5796 Mount Curve Blvd Monticello 55362	Wright	
78	Eric DeGroot	416 12TH ST NW Buffalo MN 55313	Wright	
79	Steve Huston	700 Schubert Dr Buffalo, MN 55313	Wright	
80	Dale Hultgren	1801 Boots Circle Buffalo MN 55313	Wright	

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	Name (must be legible)	Address (street address, city, state, and zip code)	County	Signature
81	Krista Stevens	1754 50th St. NE Buffalo, MN 55313	Wright	Krista E Stevens
82	Jamie Stevens	1754 50th St. NE Buffalo, MN 55313	Wright	Jamie L Stevens
83	Jane VanDorp	5122 Darrow Ave NE, Buffalo MN 55313	Wright	Jane VanDorp
84	Loren VanDorp	5122 Darrow Ave N.E. Buffalo MN 55313	Wright	Loren VanDorp
85	John Hering	5655 Afton Ave NE Buffalo, MN 55313	Wright	
86	Jack Hering	5655 Afton Ave NE Buffalo, MN 55313	Wright	Jack Hering
87	Denise Casey	3440 Agate Ave NE Buffalo MN 55313	WRIGHT	Denise M Casey
88	David Casey	3440 Agate Ave NE Buffalo 55313	Wright	
89	micah taylor	5089 Dovern Ave NE Buffalo MN 55313	wright	micah taylor
90	Elliott Taylor	5057 Dovern Ave NE Buffalo MN 55313	wright	Elliott Taylor

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	Name (must be legible)	Address (street address, city, state, and zip code)	County	Signature
91	Christopher Taylor	5057 Daven Ave. NE Buffalo, MN 55313	Wright	
92	Wendy Walker	9722 Endicott Ave NW Maple Lake, MN 55358	Wright	
93	JAMES WALKER	9722 Endicott Ave NW Maple Lake MN 55358	WRIGHT	
94	Melinda Hemington	1429 Bellavista Dr. Buffalo MN 55313	Wright	
95	Sheree Hagfors	11480 51st Circle NE Albertville MN 55301	Wright	
96	Brad Hagfors	11480 51st Circle NE Albertville MN 55301	Wright	
97	Monica O'Neill	10009 James Ave NE Otsego MN 55330	Wright	
98	Elise O'Neill	1604 3rd Ave S Buffalo MN 55313	wright	
99	Rick Stadtlander	409 Douglas Dr Buffalo MN 55313	Wright	
100	Derek Eiklenborg	1610 Anderson Ave Apt 104 Buffalo MN 55313	Wright	

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	Name (must be legible)	Address (street address, city, state, and zip code)	County	Signature
101	Aaron Ponchot	1498 Pulaski Road Buffalo MN 55313	Wright	
102	Danyelle Hansen	2390 20th St. SE Buffalo MN 55313	Wright	
103	Malaki Hansen	2390 20th St. SE Buffalo MN 55313	Wright	
104	Angela Stadtlander	409 Douglas Dr Buffalo MN 55313	Wright	
105	Jodie DeGroat	6606 Dessoto Maple Lake MN 55358	Wright	
106	Jodie DeGroat	416 12th St NW Buffalo MN 55313	Wright	
107	Shawn Wallin	8915 Farmstead Ave, Monticello, MN 55362	Wright	
108	Harry Maravelas	804 Canterbury Ave NE Buffalo MN 55313	Wright	
109	John Olson	406 Greenbriar Lane Buffalo MN 55313	Wright	
110	Lori Tregstad	208 Buffalo Run Rd Buffalo MN 55313	Wright	

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1	Rebecca Hanson	2400 Copper Creek Blvd Buffalo 55313	Wright	Rebecca Hanson
2	Marie Hayes	717 4th St South Buffalo, MN 55313	Wright	Marie Hayes
3	Darla Peterson	604 Creekside Dr Buffalo 55313	Wright	Darla Peterson
4	James O'Neill	1604 3rd Ave S Buffalo MN 55313	Wright	
5	Craig Bechthold	2864 Edmonson Av N.E. A Buffalo, MN 55313	Wright	
6	Richard Brown	2542 50th St. NE Buffalo, MN 55313	"	
7	Rosa How	2243 50th St NE Buffalo MN 55313	Wright	Rosa How
8	GERALD How	2243 50 ST NE Buffalo, MN 55313	Wright	Gerald How
9	JOHN REYNOLDS	5539 CAMERON AVE NE BUFFALO MN 55313	WRIGHT	
10	Stacie Reynolds	5539 Cameron Ave NE, Buffalo MN 55313	Wright	

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	Name (must be legible)	Address (street address, city, state, and zip code)	County	Signature
121	Adam Thul	2453 Jaber Ave NE, St. Michael, 55376	Wright	
122	Carina Taylor	5057 Dawn Ave NE Buffalo MN 55313	wright	
123	Deb Zentz	215 Carling Ave NE Buffalo MN 55313	Wright	
124	Rob Schultz	2459 58th St. NE Buffalo MN 55313	Wright	
125	Shelrae Fuchs	325 Arlanola Circle Buffalo MN 55313	Wright	
126	Marvin Fuchs	325 Arlanola Circle Buffalo MN 55313	wright	
127	Rebecca Klassen	2240 Longhorn Lane Buffalo, MN 55313	Wright	
128	Tori Hughes	11480 51st CIR NE Albertville, MN 55301	wright	
129	Greg Braly	210 13th NE Buffalo MN 55313	Wright	
130	Danielle Eiklenborg	1610 Anderson Ave #104, Buffalo, MN 55313	Wright	

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	Name (must be legible)	Address (street address, city, state, and zip code)	County	Signature
131	Stephen K. Garvin	2209 Wildflower Ct. Buffalo MN 55313	Wright	Stephen K. Garvin
132	Tamara K. Garvin	2209 Wildflower Court Buffalo, MN 55313	Wright	Tamara K. Garvin
133	John S Garvin	2628 50th St. NE, Buffalo, MN 55313	Wright	John S Garvin
134	Kirsten Garvin	2628 50th Street NE, Buffalo, MN 55313	Wright	Kirsten L. Garvin
5				
6				
7				
8				
9				
10				

Exhibit A

MBE, INC.

Sand & Gravel Mining Operation

Buffalo Pit

Buffalo Township, Minnesota

Interim Use Permit Application

November 3, 2025

Prepared by:

OTTO ASSOCIATES
Engineers & Land Surveyors, Inc.

Otto Project No. 23-0287

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1.0 INTRODUCTION

1.1 APPLICATION REQUEST

MBE, Inc. is applying for a Interim Use Permit for sand and gravel mining on a parcel located within Section 4, Township 120, Range 25, Wright County, Minnesota. The proposed site contains sand and gravel resources which will be mined and processed for use as fill and base material for private and public construction projects in the area.

1.2 APPLICANT INFORMATION

Name:	*MBE, Inc.*
Contact Person:	*Bob Perry*
Address:	*530 River Street South, Delano, MN 55328-9111*
Phone:	*612-490-9522*
Email:	*mbe111@aol.com*

1.3 SITE LOCATION AND OWNERSHIP

The mining will take place on the following parcel, which is located in Buffalo Township on the East side of Highway 25 and North of 50th Street Northeast.

Parcel ID:	***202000043206***
Owner:	*MBE, Inc.*
Address:	*530 River Street South, Delano, MN 55328-9111*
Mapped Acres:	*36.65*
Current Use:	*101 - Agricultural*

The location of this parcel is shown on the attached Mining Plan on Sheet 1. The applicant owns the property.

1.4 LAND USE

The existing land use is agricultural, and the property currently has 1 building entitlement.

2.0 PROJECT DESCRIPTION

2.1 PLANS

The Mining Plan drawings consist of the following sheets:

- Sheet 1 Map A – Existing Conditions
- Sheet 2 Map B – Berm Construction Plans
- Sheet 3 Map C – Proposed Conditions
- Sheet 4 SWPPP – Project Information
- Sheet 5 Stormwater Pollution Prevention Plan Narrative
- Sheet 6 Stormwater Pollution Prevention Plan
- Sheet 7 Map D – Restoration Plan

2.2 MINING OPERATIONS AND PHASING

The mining operation will primarily include excavation of native sand and gravel resources.

The mining area is illustrated on Sheet 3 of the Mining Plan. The area being mined is approximately 10.7 acres. Active mining and processing will take place within the mining berms shown on Sheet 2, and will generally consist of the following activities, which may occur throughout the duration of the mining operation:

- Excavation – Sand and gravel will be excavated at the working face and transported offsite.
- Screening – Screening materials for correct gradation.
- Washing – Washing materials to meet product specifications.
- Crushing – Crushing materials to meet product specifications.
- Recycle Material – Recycle material may be stockpiled to use in crushing.
- Stockpiling – Materials may be stockpiled to prepare for export.
- Fill – The site will be filled with structural fill to existing grades.

The types of equipment used during typical mining operations are listed below. No explosives will be used on-site.

- Excavators
- Scraper
- Screener
- Crusher
- Road Grader
- Front-End Loaders
- Bulldozers
- Compactor
- Conveyors
- Aggregate Washer
- Haul Trucks
- Water Truck
- Angle Broom Sweeper
- Street Sweeper

The overall volume of the excavation shown on Sheet 3 of the Mining Plans is 348,300 cubic yards. The overall excavation volume and lifespan of the mine will ultimately be determined by market demand for aggregates. The mining is expected to be complete in 5 years. It is estimated that, on average, the mine will export 50,000 to 100,000 cubic yards per year.

The berms will be built before the start of construction. Berms will be constructed to a height of at least 4 feet and are adjacent to the applicant's property which will continue to be farmed. The mining will be going below the existing elevations so the sidewalls of the mine will also act as screening.

MBE, Inc. owns the adjacent property to the east and will utilize the existing well for water.

An office trailer and electricity will be required. Electricity is proposed to be serviced from the existing house to the east.

This staging area will be on the haul road. A gate will be installed at the bottom of the mine between the mine and the haul road.

Upon completion of the mining, the mine will be restored to the existing condition of agricultural use. Reclamation conditions are shown on Sheet 7 of the Mining Plans.

3.0 OPERATIONAL STANDARDS

3.1 HOURS OF OPERATION

Hours of operation for mining and processing operations are from 7:00 a.m. to 7:00 p.m., Monday through Saturday.

3.2 SITE ACCESS

Access to the mine will be via 50th Street Northeast.

3.3 MINING LIMITS AND SETBACKS

Mining will not take place within 30 feet of a property line or road right-of-way.

3.31 Floodplains

The site is not located within a Floodplain Overlay District.

3.32 Wetlands

There are no wetlands mapped by the National Wetlands Inventory (NWI) on the site.

3.4 VERTICAL FACES

Vertical faces will be kept to a minimum. Typical slopes on the active mining face are between 3:1 (horizontal to vertical).

3.5 HOUSEKEEPING AND SITE SAFETY

The mine site employs good housekeeping practices. Examples of these good housekeeping practices include the following:

- Equipment will be inspected daily during normal operations and kept in good working order.
- Equipment washing will occur in a designated area and no detergent or chemicals will be used to wash equipment on-site.
- Any fuel or chemical stored on-site will be stored in compliance with all applicable MPCA requirements. Secondary containment will be provided for all tanks.
- Leaks and spills will be promptly cleaned up and reported to the site manager and MPCA as appropriate. Spill cleanup material will be stored on-site in an accessible.
- Appropriate waste receptacles will be available to employees and customers to prevent litter around the site.
- Sanitary facilities will be available on-site and will be serviced regularly.
- Routine employee training is conducted on good housekeeping practices and spill response.

3.6 ENVIRONMENTAL CONTROLS

An EAW (Environmental Assessment Worksheet) has been completed. It was determined that an EIS (Environmental Impact Statement) is not required for this site.

3.61 Dust

Mining activities generate dust through vehicle traffic on unpaved roads, processing operations such as screening and crushing, loading from stockpiles, and other material handling and transport operations. The following is a list of Best Management Practices (BMPs) that will be employed to minimize fugitive dust emissions at the site.

- Applying water to unpaved roads, stockpiles, and other unvegetated areas
- Stabilizing unworked areas with topsoil and vegetation
- Limiting unnecessary traffic through the mine
- Limiting traffic speed within the mine
- Limiting the size of the active mine area
- Applying chemical dust suppressant such as magnesium chloride
- Performing prompt reclamation of mined areas following completion of mining
- Monitoring wind direction and speed and limiting mining activities when there are strong westerly winds

Water for dust control will be obtained from the existing well on the property to the east and stormwater collection areas within the mine floor.

3.62 Noise

Mining activities generate noise through operation of earthmoving and processing equipment. Noise generated at the site will be mitigated using the following techniques, which have proven effective at other similar aggregate mining operations:

- Truck traffic will be routed in a loop to the extent practical in order to minimize the use of backup alarms.
- White noise backup alarms will be utilized if existing controls do not sufficiently mitigate the noise generated by traditional beeping backup alarms.
- Equipment will be maintained in good working order and with standard noise reduction equipment such as mufflers; and will be operated in such a manner as to minimize, as far as is practicable, noises and vibrations which are injurious or substantially annoying to persons living in the vicinity.
- Processing will take place below the mine walls to reduce noise to adjacent properties.

3.63 Traffic

The mine will generate additional vehicle traffic resulting from the import/export of materials to and from the mine site.

<u>Average Daily Traffic</u>
The ADT is related to the rate of material production and demand for the aggregate.

- A typical load of exported aggregate or imported reclamation fill is 17 yards.
- Each load includes two trips: one into the site and one out of the site.

- Almost all of the exported loads will back haul a load of reclamation fill.
- Hauling occurs 180 days per year.
- Yearly volume is 100,000 cubic yards.
- Hauling times 7:00 a.m. – 6:00 p.m.

ADT Summary

Average Daily Trips During Operation
100,000 cubic yards/year ÷ 180 days/year ÷ 17 yards/load = 33 loads/day
Average Trips per Hour = 3.3

The estimated ADT presented above is based on anticipated production rates. Actual production rates may vary from those shown depending on market conditions.

During active mining, it is anticipated that the trucks per hour would be between 3 and 20.

Truck traffic will generally be side dump semi-trailers and 6-axle dump trucks.

3.64 Stormwater and Erosion Control

Stormwater contacting mining activities will be contained on-site within the mining area and peak runoff rates and volumes will not exceed current levels. The plans include a Stormwater Pollution Prevention Plan (SWPPP). This plan outlines the requirements of MPCA and will be used as a guide during mining operations.

Site soils are granular and highly erodible; however, sediment generated from erosion of the mining face will be contained on-site within the excavation and will not be transported onto other areas of the property. Silt fence, temporary stormwater basins, diversion berms or swales, and/or other perimeter controls will be employed as needed to prevent erosion and sediment transport during the initial mining activities such as topsoil stripping and overburden removal and stockpiling. Perimeter controls shall remain in place and be maintained until vegetation is established (at least 70% coverage) on upslope areas, or until all disturbed areas drain to the mine excavation.

The main entrance to the site will be monitored for soil tracking and corrective action will be taken to reduce tracking, as necessary. The site entrance will be cleaned. Soil tracked onto public right of ways will be removed promptly.

<u>Topsoil Management</u>

Topsoil will be stripped and salvaged. The topsoil stockpile areas are expected to be located at various locations within the mining boundary throughout the life of the mine. The side slopes of the topsoil stockpile, and screening berms will be uniformly graded and vegetated. Silt fence will be installed on the downslope side of the topsoil stockpile and maintained until the stockpile has been vegetated (at least 70% coverage) and there is no evidence of erosion around the pile. Vegetation will be maintained and weeds or any other unsightly or noxious vegetation will be cut or trimmed as necessary to preserve a reasonably neat appearance. Topsoil will be reused on the site during reclamation.

4.0 SITE RECLAMATION

As mining progresses, reclamation will occur as permissible in those areas where mining is complete. This will include placing imported soil and topsoil cover as needed to establish the approximate grades shown on Sheet 7 of the Mining Plans. The final topography will generally match the existing topography.

The following additional reclamation standards will be implemented:

- All imported fill shall be free of contaminants and shall be non-noxious, non-flammable, and non-combustible. A minimum of 6 inches of topsoil shall be placed on the entire site. The immediate post reclamation use is intended to be agricultural row crops with a future final use to be commercial/industrial property designed and engineered for development.

Figure 1: Site Location Map

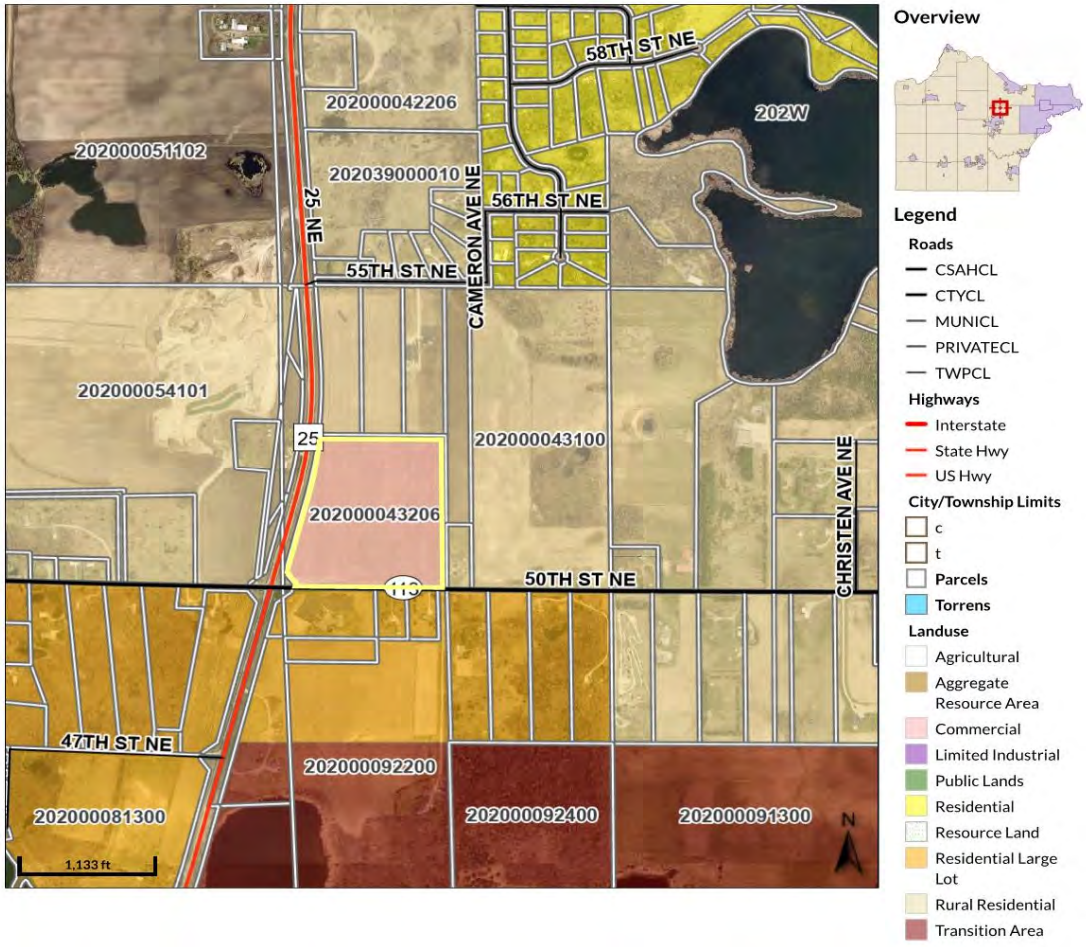

Figure 2: Land Use

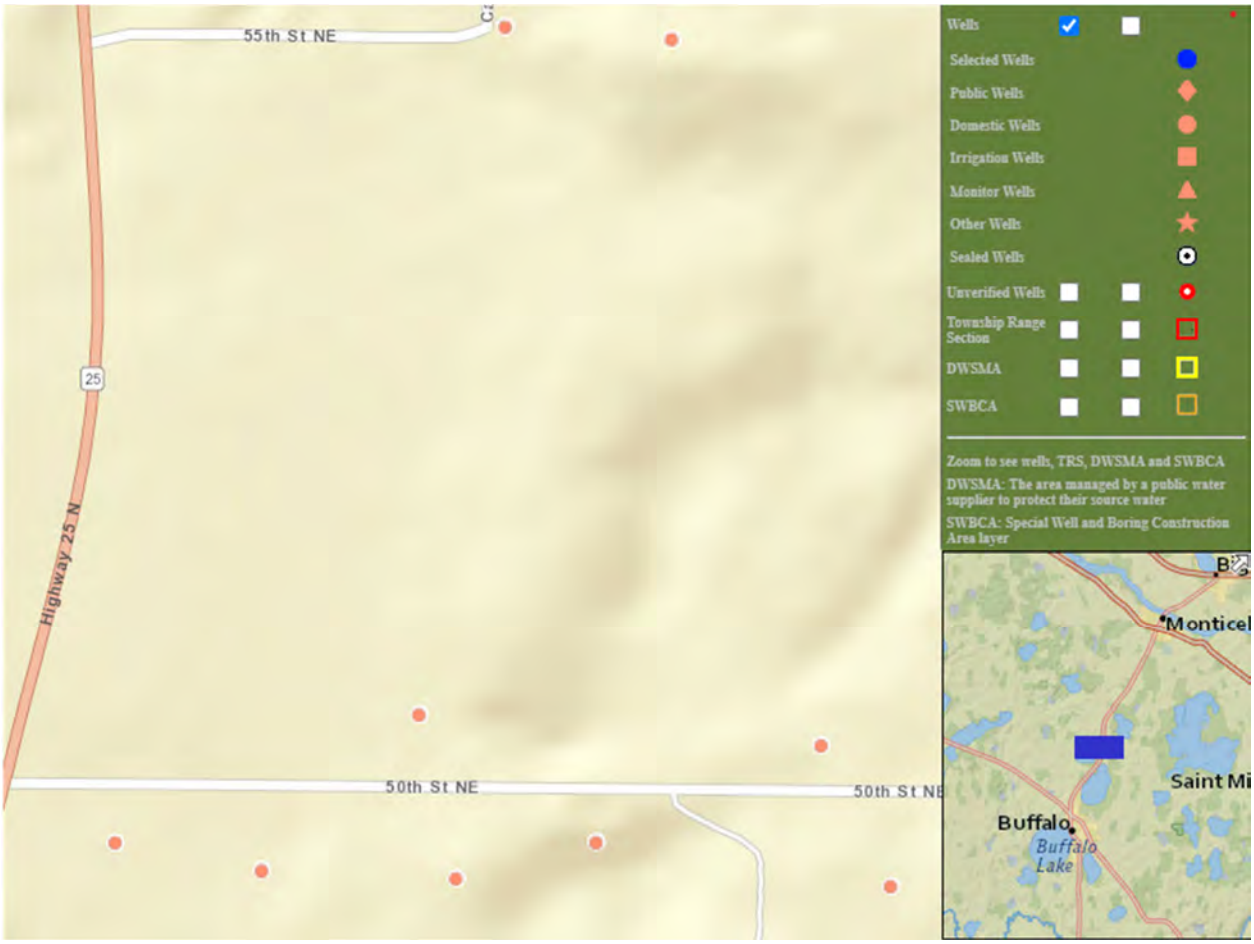

Figure 3: Vicinity Wells

Exhibit B

A brief description of the potential environmental effects which may result from the project.

1. *Harmful Environmental Effects (Minn. R. 4410.1000, subp. 2D)*

An EAW is needed to consider the Gravel Pit's compatibility with nearby land uses.

The Gravel Pit threatens to destroy the delicate biodiversity and permaculture in our communities. There are three lakes and two apple orchards near the Gravel Pit. The micro-climate that allows our area to produce fruits and vegetables is vibrant—yet delicate. For instance, 400,000–1,000,000 honeybees pollinate the nearly 11,000 apple trees at the Woods Edge and Gilchrist (f/k/a Plum Crazy) orchards (the Orchards). The Orchards long predate the Application, having operated for more than 30 and 20 years, respectively. The Orchards are family-owned and have employees in this community. The Gravel Pit would jeopardize the ability to build upon this rich history.

There are more than 500 residential homes within a one-mile radius of the proposed Gravel Pit. It is a densely populated area. The Woods Edge Orchard and a church sit on the adjoining corners of the intersection. There is also the Newport Institute-Buffalo, specializing in the rehabilitation of people with substance-use disorders.

We are also concerned that the Gravel Pit will create air-drainage problems. Wind or other forms of energy are necessary to move air through or around obstructions. Consequently, cold air often accumulates above obstacles. To promote air drainage, growers are encouraged to bulldoze humps and earth dams. They are also advised to cut openings in enclosed basins to areas of lower elevation, fill small potholes, and grade surfaces towards lower elevations. Building land berms around the Gravel Pit will obstruct air flow, causing cold air to accumulate in the area. This phenomenon could lead to more frequent frosts that damage the Orchards and crops. *See* Attachment 1 (Hemant Gohil, Preparing Orchards Against the Frost – Low Techn Strategies (Apr. 6, 2021)); Attachment 2 (Mark Longstroth, Analyzing and Improving Your Farm's Air Drainage, Michigan State University Extension (Mar. 16, 2012)).

The Project is inconsistent with the guided land use in at least two respects. First, MBE proposes to extract aggregate from a parcel that is smaller than 40 acres. The Land Use Plan limits aggregate resource areas to one unit per 40 acres "to minimize conflicts between residential areas and aggregate mining operations." Land Use Plan at 76. MBE concedes that the Gravel Pit will be on a parcel that is just 36.65 acres. Application § 1.3. Because the Gravel Pit will be on a parcel smaller than 40 acres, the Gravel Pit violates the Land Use Plan.

The second reason the Application violates the Land Use Plan is that the parcel on which MBE proposes to place the Gravel Pit is designated "commercial." The Land Use Plan indicates that a Gravel Pit is inconsistent with the commercial land use designation. Under the Plan, commercial uses must "not require a significant level of urban services." NEQ Land Plan at 72. This aversion to urban services stems from the Plan's prohibition on "[a]n expensive level of urban services . . .

outside incorporated areas by County or Township governmental units." Land Use Plan at 52. Commercial uses without a significant level of urban services are infeasible on reclaimed mining land. As the Land Use Plan recognizes, "mining severely limits the use of on-site sewer systems for development, so that municipal utilities are needed for re-use." Land Use Plan at 64. Unlike the commercial uses favored by the Plan, any future commercial use after reclamation of a Gravel Pit will require a "significant level of urban services." Accordingly, the Gravel Pit is incompatible with the Property's "commercial" designation.

The Application is inconsistent with the "commercial" designation in a more fundamental way. A gravel pit is not a commercial use. *See* Wright County, Minn., Code of Ordinances § 115.003(B)(21). Moreover, the Land Use Plan states:

> [E]xisting commercial areas and undeveloped land well suited to commercial development that does not require a significant level of urban services. Purpose is to provide for limited commercial development in areas that are especially well suited to such use. Existing land types may include areas near major highway interchanges, existing service centers (unincorporated communities) or adjacent to urban commercial areas. Appropriate zoning may include the B-l or B-2 district.

Land Use Plan at 72. The Gravel Pit is not a commercial use, such as a retail business or offices. Mining and extraction is not a permitted or conditional use under the B-1 or B-2 districts, which the Plan identifies as appropriate zoning districts for lands designated commercial. Code of Ordinances §§ 155.054, .055. For these reasons, the Application is inconsistent with the Land Use.

The Application mentions none of these inconsistencies. An EAW would fill this void by exploring the Gravel Pit's "compatibility with nearby land uses [and] zoning" and Land Use Plan. Environmental Quality Board, Environmental Assessment Worksheet (EAW Form) § 10, https://www.eqb.state.mn.us/sites/eqb/files/December%202022%20EAW%20form_1 .docx. Accordingly, Wright County should prepare an EAW to consider whether the Gravel Pit complies with the Land Use Plan and how it will impact neighboring properties and communities.

2. *Fugitive Dust*

Wright County should prepare an EAW to consider the impact of fugitive dust.

The large amount of dust—especially the silica dust—threatens 10,800 apple trees at the Orchards. The Gilchrist Orchard borders the Property. The silica dust will cover the apple trees, impeding photosynthesis. In the spring, the silica will harm the 400,000–1,000,000 honeybees that pollinate the trees. Adverse impacts thus reduce fruit set, the process by which the flowers on apple trees become apples. The silica dust also promotes and carries spider mites, which eat apple trees. In the fall, the dust will cover the apples, requiring additional cleaning. *See* Attachment 3 (Kamran Shah et al., Chronic Cement Dust Load Induce Novel Damages in

Foliage and Buds *Mauls Domestica* [Domestic Apple], *Scientific Reports* (July 22, 2020)); Attachment 4 (Brian Maffly, *Can Gravel Mining and World-class Cherry Orchards Coexist in Utah?* The Salt Lake Tribune (Oct. 4, 2020)); Attachment 5 (Vimlesh Rowat and Ratna Katiyar, *A Review: On the Effects of Cement Dust on Vegetation* (2015)). These problems will be compounded during the spring pollination and fall harvest when wind speeds peak. Attachment 6 (Weather U.S., Average Wind Speed, Buffalo, MN (last visited Nov. 14, 2025).

Additionally, silica dust will decrease local air quality and affect breathing. There are many outdoor workers in the area, including at the Orchards during the growing season. The silica dust will affect workers' ability to work outside because of the air quality. It is harmful to breath and causes many health issues. *See* Attachment 7 (Decl. of Thomas Koch); Attachment 8 (U.S. Dep't of Labor, Occupational Safety & Health Admin, Silica, Crystalline (last visited Nov. 14, 2025)); Attachment 9 (Respiratory and Allergic Immune Response Impacts of Gravel Pit / Quarry Operations on Adjacent Land / Properties).

In light of the unique uses of the surrounding properties, including the Orchards, the Application contains insufficient information regarding the impacts of fugitive dust. Its generic plan for fugitive-dust control does not address any of the specific downstream effects that this kind of pollution can have on the surrounding community. As part of the EAW, Wright County would evaluate "the effect of dust and odors in the vicinity of the" Gravel Pit. EAW Form § 17 Wright County should complete an EAW to ensure this evaluation occurs.

3. *Groundwater and Soil Contamination*

Wright County should prepare an EAW to consider the impact of the Gravel Pit on water and soil resources.

The project is surrounded by three of Wright County's most beautiful lakes: Pulaski, Constance, and Gilchrist. Each lake is within 1/2 mile from where the Gravel Pit is proposed. *See* photo attached as Attachment 10. The Application states only that "MBE, Inc. owns the adjacent property to the east and will utilize the existing well for water." Presumably, this refers to an existing four-inch residential water well. The Application fails to explain how a four-inch residential well will meet the Gravel Pit's vast water needs. The Application fails to address exactly how much water the Gravel Pit will need. Consequently, the precise scope of the impacts is unknown. The impact on Wright County's water resources should be investigated as part of an EAW, which must consider "the source, quantity, duration, use and purpose of the water use." EAW Form § 12.b.iii.

We are also concerned about the materials the Proposer will "wash" and "rinse," and about the concrete the Proposer will bring into the pit for "crushing." The Application contains scant detail on any potential environmental or community effects of the wash, rinse, and crushing operations. We are also concerned about the oils in the asphalt and that the chemicals in the concrete may contain lead in the mixture, which could contaminate the local aquifer and soils. Again, there is

precious little information about these issues in the Application and an EAW would help elucidate some of these issues. Community members deserve to understand the Gravel Pit's potential impact on human health and the environment. EAW Form § 13(c) (providing for a discussion of the "potential environmental effects from accidental spill or release of hazardous materials").

4. *Wildlife Consideration*

The Application gives no consideration to the many species of wildlife prevalent in our area: the sandhill crane, eagles, osprey, geese, swans, turtles, fox, and beaver, just to mention a few. An EAW is the appropriate vehicle to investigate this issue. In an EAW, Wright County would "describe fish and wildlife resources as well as habitats and vegetation" on, in, or near the site. Form EAW § 14.a. Moreover, the EAW would assess "how the identified fish, wildlife, plant communities, rare features and ecosystems may be affected by the project." Form EAW § 14.a. Wright County should grant the Petition to properly consider the impacts of the Gravel Pit on flora and fauna.

5. *Noise Pollution*

Mining and processing operations at the Gravel Pit would take place six days a week from 7AM to 7PM for 180 days per year. Hauling operations would take place between 7AM and 6PM. Although the Application does not specify, we presume that this period corresponds with the construction season, which coincides with the growing season. Trucks and extraction will generate a significant amount of noise and will upset the tranquility of our country community, especially when the Proposer crushes concrete. This noise will be detrimental to all of us who live, work in, and visit our community.

Although the Application recognizes the potential for noise pollution, it does nothing to assess impacts specific to this Gravel Pit and the surrounding properties. Instead, it suggests generic mitigation measures that, it claims, "have proven effective at other similar aggregate mining operations." This is cold comfort and does nothing to alleviate our deep concern that the Proposer has not fully thought through the potential noise impacts to the Orchards and to the surrounding community more generally. Wright County should prepare an EAW to evaluate the impacts of this noise pollution. EAW Form § 19 (requiring the responsible governmental unit to "discuss the effect of noise in the vicinity of the project including . . . nearby sensitive receptors . . . and . . . quality of life").

6. *Conclusion*

We thank you for your attention to this Petition. We have serious concerns regarding the impact of the Gravel Pit on our community. The Application addresses these issues in cursory fashion and does not acknowledge the unique and delicate environment in which it seeks to operate. Before considering the Gravel Pit, we strongly urge Wright County to complete an EAW.

Attachment 1

PLANT & PEST ADVISORY
Rutgers Cooperative Extension

Rutgers University
NJAES
Pesticide User Responsibility

APRIL 6, 2021 HEMANT GOHIL

Preparing Orchards Against the Frost – Low Tech Strategies

Frost is common in the north-eastern US, however, frost events during bloom, specifically in orchard crops can be economically devastating. Often the cause is a few hours of temperatures below the injury threshold temperature for the developing buds as cooler nights result in the rapid loss of thermal energy. Fortunately, there are several passive methods or low-tech strategies, that can help maintain a slightly higher orchard floor temperature, has the potential to prevent substantial crop loss.

Site selection is the most effective frost protection method. When planning a new orchard, selecting a site with proper cold air drainage is the most valuable decision that a grower can make and enjoy the rewards for many years. Cold air drainage is important, avoid buying a site or planting trees on the site that accumulates cold air. Also, identify areas where the cold air moves in and out. When possible plant early blooming varieties in the least frost-prone areas.

Do not Invite the Frost with excess vegetation and ground cover. The management of weeds along the row and sod between the rows will influence orchard temperatures. The bare ground will absorb more heat during the day and release more heat at night than soil covered in vegetation. During the day 45-50% of solar radiation gets reflected or absorbed by the atmosphere and the remaining 50-55% is absorbed by the earth. Vegetation reduces this heat transfer to the soil because it reflects light before it can reach the soil surface**.** This can be particularly important during spring bloom when just a few more degrees can make the difference between killing the flowers or not!

Maintaining sod between the rows at a minimum height by frequently mowing will help with frost protection. Similarly, keeping the rows weed-free by using postemergence herbicides to kill emerged weeds and removing weed residues from the previous season will maximize the warming of the soil by solar energy during the day. Ideally, maintaining weed-free rows should also be considered by applying residual herbicides in the fall. Depending on herbicides applied in the fall, this will prevent or reduce weed emergence in early spring and give you

more flexibility for applying your residual and postemergence herbicides in spring. Removing tall weeds and windbreaks along the edges of orchards will also help improving airflow and to limit the accumulation of cold air pockets in some areas of the orchard.

Wet soil stores a much greater amount of heat than dry soil, as moisture, fills the air space between particles. If soil is irrigated to field capacity (maximum water holding capacity of that soil), it can then store as much heat in the orchard soil as possible during the day and thus release a greater amount of heat through the night. Sandier soils store less energy than loamy soils because more air space between soil particles compared to loamy soils. It may require more than 8–10 hours of irrigation for heavier soils to reach field capacity. Make sure wind speed is under 10 mph. If the wind is above this rate then evaporative cooling of air above the surface can be counterproductive.

Table 1. Relative temperature differences as influenced by orchard floor conditions (Courtesy, Robert Crassweller, PSU).

Bare, firm, moist ground	**Warmest**
Shredded cover crop, moist ground	½°F colder
Low-growing cover crop	1°-3°F colder
Dry, firm ground.	2°F colder
Freshly disked, fluffy ground	2°F colder
High cover crop	2°-4°Fcolder
Where cover crop restricts air drainage	6°-8°F colder

Delayed pruning delays bud development and that generally helps avoid damage from early spring frosts. Years of observation in commercial orchards in the northeast indicate that more buds survive after a frost event, specifically in peaches, if the pruning is delayed. Often large farm operations begin pruning early in the dormant season due to constraints of labor availability and time. In such cases, avoid pruning upper branches until the risk of a late freeze has passed. Also, avoid hard blossom thinning on peaches on lower branches or blossom thinning altogether. Instead, focus on only fruit thinning which can serve as insurance against crop loss. Remember that in frost years, any available crop will likely command a good price.
It is also important to keep trees healthy with proper nutrient and pest management. Healthy trees may still lose a crop, but they are more likely to survive the next season, compared to poor vigor and diseased trees.

The success of Frost Protection will depend on an understanding of the working principles of each method and the combination of environmental factors necessitating its use. The bulletin https://njaes.rutgers.edu/e363/ explains what to monitor before a frost event and active frost protection methods such as irrigation, heat application, and mixing of air.

FILED UNDER: BLUEBERRY, CRANBERRY, FRUIT, NURSERY, STRAWBERRY, TREE FRUIT, WINE GRAPE TAGGED WITH: FROST PROTECTION, LOW TECH STRATEGIES, ORCHARD FROST, WEED, WET SOIL

Attachment 2

Analyzing and improving your farm's air drainage

Mark Longstroth, Michigan State University Extension - March 16, 2012

Share Save Tweet Share Print Email

Improving your farm's air drainage can pay benefits when spring frosts come.

Spring frosts can cause significant losses to fruit crops. Classic radiation frosts with clear skies and calm conditions are common in all fruit growing regions. In a radiation frost, the ground cools by radiation to the sky. The cold ground cools the air above it. It is this cold air that causes frost or freeze damage. It is a good idea to routinely assess the air drainage on your farm. Plant growth and construction will cause air drainage to change over time and maintaining good air drainage can save a grower a crop in years when frost hits a region. There are numerous sites where a degree or two could be gained by removing obstructions from air drainage passages under radiation freeze conditions.

A fruit grower made this cut to promote air drainage into the field

below.

This opening will allow a lot of cold air to leave the orchard and go someplace else.

Physics of air drainage

Air is subject to the laws of thermodynamics and hydraulics. Cold air is denser than warm air. Because of external energy and wind currents, the air can have different temperature layers vertically or horizontally. Cold air sinks, flowing downhill to the lowest available point where it accumulates until dispersed by heat or wind. Even on still nights there is air movement on slopes. Steeper slopes cause air to move faster. It takes energy to move air through or around obstructions. Therefore cold air often accumulates above obstacles. For air drainage under calm conditions, we are only concerned with low-level air currents from ground level to 100 feet or less.

Diagnosis

Mornings with low-lying ground fog (10 to 20 feet) are ideal for assessing air drainage. At dawn, go to highest spot on the farm and make note of where fog patches lie. Walk through these areas noting where fog is thickest and where it thins out. Look for obstructions that keep the fog in the area. Watch for moving fog banks – they show the natural airflow if there is no wind. Follow surface water drainage pattern, it will tell you where cold air travels.

Fruit sites should have large air storage areas within a half-mile or at least allow a general airflow to a storage area within one mile. Cold air storage over bodies of open water is larger than it appears. Heat and water vapor from open water warms the air in contact with it. This causes air to rise, making room for more air to enter.

Even on still nights, air movement down slope creates a slight breeze (1 to 3 miles per hour). One good way to find these breezes is with a helium balloon on a string. The balloon will tip in direction of airflow.

Treatment

There are basically three things you can do to help air drainage: Remove obstacles to air drainage, maintain drainage ways in good condition, and create more cold air storage off site. Solid obstructions block airflow, causing it to stop and pile up higher than the obstacle (often two to three times higher) before it pours over the obstacle. Colder dense air will pile higher than warmer air. Obstructions tight to the ground are more effective air dams than obstructions with openings near the ground. Sixty feet is the minimum width opening for good airflow. The larger the area being drained through the opening the wider the opening should be.

Places to clear of obstructions

- Any low waterways going off of farm to lower elevations.
- Tree lines or woodlots in or crossing air drainways.
- Bulldoze out humps or earth dams.
- Cut openings through side of enclosed basins to areas of lower elevations, or fill and grade surface toward lower elevation. Fill small potholes if they can’t be opened.

Thin out the cold air layer by increasing drainage

- Mowing air drains very closely in spring helps increase airflow by decreasing friction, so keep air drainage areas mowed and cleared.
- Make steeper slopes where practical to speed airflow to lower elevations.
- Open up restrictions as you can.
- Maintain openings at 60 feet or more.

Add energy to the air in form of heat or speed using fans, slopes or increased air storage

- Large (100,000 CFM) farms operating in air drainage ways can be useful in speeding airflow. Narrow areas benefit more than wide ones.
- Adding heat by burning creates a rising air column. This is most useful in areas that collect cold air. Heating the cold air causes it to rise, allowing more cold air to flow into the area. The larger the area (five acres minimum) heated, the more efficient this is.

Points to remember

Maintaining good air drainage is a never-ending task. Analyze every field for potential alternations before replanting. Plant appropriate varieties, such as late budding varieties, that can handle more cold since they are not as well developed on the date of a freeze. Remember that north and east facing slopes get cold slightly faster than south to west facing slopes. Place earlier growing fruits in warmer sites and later fruit in the cooler sites.

Constantly assess air drainage. Any time you have ground fog, pay attention to where it is. This usually happens in the fall during harvest as moisture is condensed out of the air. Be aware of air drainage problems off your farm that will affect you. Work with your neighbors to open up air drainage even if you have to cover all expenses. Lastly, don't let the county or state fill a road cut across your air drainage area without compensation.

Related Michigan State University (MSU) (Michigan State University) Extension News article: *Air moving fans for improved air drainage*.

Additional Information

- MSU (Michigan State University) Extension's 2012 Fruit Freeze Resources

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Chronic cement dust load induce novel damages in foliage and buds of *Malus domestica*

Kamran Shah[1,5], Na An[1,5], Wenchun Ma[1], Gulshan Ara[2], Kawsar Ali[3], Svetlana Kamanova[4], Xiya Zuo[1], Mingyu Han[1]✉, Xiaolin Ren[1]✉ & Libo Xing[1]✉

Cement industry-derived pollutants appear to play multiple roles in stimulating abiotic stress responses in plants. Cement dust deposition on agriculture fields can affect soils, photosynthesis, transpiration and respiration of plants. Here, we characterised the acute physiological responses of Malus × domestica leaves to different cement dust concentrations. The cement dust was sprinkled over plants daily for 2 months at 10 and 20 g/plant, with 0 g/plant serving as the control. Leaf physiological responses revealed significant increases in oxidative stress and antioxidant enzyme activity levels. Additionally, ascorbic acid, soluble sugar, free amino acid, and pigment levels decreased after exposure to cement dust. Macroscopic morphometric parameters, such as weight, dry matter content, and lengths and widths of leaves and buds, were significantly reduced in the cement-treated groups. A histological analysis of leaves and buds revealed decreased cellular areas, cellular damage, and abridged leaf thickness, while an ion leakage assay confirmed the negative effects on tissue integrity. These results provide evidence that cement dust is a hazardous pollutant that induces abiotic stress responses and has degradative effects on leaf health, pigment and biochemical metabolite levels, and anatomical features. Studies to determine the elemental residues of cement dust present in edible plant parts and the adverse impacts of their consumption on human health are strongly recommended.

Anthropogenic processes involved in rapid industrialisation and mechanisation are polluting the earth[1] by releasing significant amounts of pollutants into the atmosphere. Harmful gases and other wastes, such as dust and heavy metals, are also emitted into the atmosphere regularly, resulting in substantial negative effects on human health, plant development, agriculture output, and natural ecosystems[2,3]. The addition of toxic pollutants into the atmosphere at the global level has contributed to climate change and increased the severity of stresses affecting living organisms[4]. For example, poor air quality is harmful to plants, because they directly interact with the atmosphere and are, generally, immobile[5]. The poor air quality associated with the cement manufacturing industry is receiving attention owing to its increased concentration of particulate matter, which causes major damage to leaves and hinders the growth and development of horticultural plants[6,7].

Cement manufacturing processes generate a tremendous amount of dust particulates (coarse and fine), which decrease the surrounding air quality. Their emission of considerable amounts of toxic gases and particulate matters into the atmosphere is causing significant air pollution[8]. Cement contains oxides of sulphur and nitrogen, which damage vegetation by affecting their gas exchange processes[9,10]. Cement dust deposits on plants interfere with the biosynthesis of chlorophyll and damage leaf cells, resulting in a reduction in photosynthesis[11–13]. In some cases, the dust deposition stiffens/weakens flower buds, resulting in bud drop[14]. Oxides of cement dust may react with water droplets, forming acid rain, which damages the soil vegetation, and land[15]. Heavy metals, such as chromium, nickel, cobalt, lead, and mercury, are readily found in cement dust[16]. The release of cement dust particles, along with heavy metals, has created severe environmental and health issues[17,18]. Their harmful

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effects extend to human health, causing skin irritation and damaging the mucous membrane of the eyes as well as the respiratory system[19].

Cement pollutants may passively enter plant leaves during gas-exchange processes[20] and then enter the intercellular spaces of plant tissues, interrupting the reaction centres of plants to impair metabolism[21,22]. Cement dust incorporated in phytotoxic gas pollutants in fruit plants weaken respiratory, photosynthetic, and transpiration-related processes[21,23]. The emission of particulate matter, such as roadside dust from unpaved and dusty roads[6,24,25] and cement dust from cement industries[26,27], contributes to the coating of surrounding habitats and vegetation[28], resulting in stunted plant growth and reduced production[29]. Cement dust-induced toxicity is an emerging environmental and horticultural problem that limits fruit plant productivity and also makes the fruit harmful for human and animal consumption[30].

Malus × *domestica* (*MD*) is an economically and culturally significant fruit plant[31,32] grown worldwide, and its consumption is highly recommended for a healthy human life[33] because of its useful nutrients, which aid in reducing the risks of heart disease, stroke, and lung cancer[32,34]. Abiotic stresses are environmental issues that directly affect leaf physiology and strongly limit fruit-plant growth and yield worldwide[35–37]. Currently, apple tree farming is challenged by severe pollution problems owing to rapid industrialisation, which has resulted in decreasing plant productivity and performance[38,39]. However, the contribution of cement dust to the degradation of leaf pigments, histological features, and biochemical parameters is unknown in *MD*. Cement industry-derived airborne pollutants pose a threat to plant growth and development because they can travel long distances and deposit on plant leaves as well as soil. Chemical reactions of soil with cement ingredients have resulted in drastic changes in soil chemistry that directly affect plant nutrition, leaf chemistry, and plant growth[40,41]. Thus, cement dust has adverse effects on soil physico-chemical properties and biological activities[42,43]. Cement dust deposits on soil increase the heavy metal levels[44], pH[45], electrical conductivity, and bulk density of the soil, while decreasing the water-holding capacity, as well as the moisture, organic carbon, and total nitrogen contents of the soil[46]. Therefore, plants near cement factories suffer from chronic stress owing to the release of cement kiln pollutants, which affect soil chemistry[47]. We investigated the responses of *MD* shoots to chronic exposure to cement dust while the soil was mulched. Cement dust is thought to be the most toxic environmental factor that physically blocks stomata and affects plant growth and development[6,24,25,48]. However, little is known about the effects of cement dust depositions on the morphological, physiological, and histological characteristics of *MD* leaves. We hypothesised that cross-talk responses to cement dust exposure will result in attenuated leaves and buds, leading to their dysfunction, which impedes the healthy growth and production of fruit plants. Therefore, for the first time, a study was designed to investigate the negative effects of cement dust on the physiological and histological parameters of *MD leaves.*

Materials and methods

Site description and climatic condition. The experiment was conducted at Fruit garden, Northwest Agriculture and Forestry University, Yangling (34°16′N, 108°04′E), 462 m above sea level. Summer is hot, humid, wet, and partly cloudy and the winter is very cold and dry. The area is semiarid with an annual mean precipitation of 580 mm per year, however a mean annual temperature of 12.9 °C (minimum − 17.4 °C, maximum 42 °C)[49,50]. The soil condition at the experiment site was light silt loam, containing 13.62 g/kg organic carbon, 0.95 g/kg total nitrogen, 137.1 mg/kg potassium, and 22.3 mg/kg available phosphorus at the top 0–40 cm of the soil layer. A temperature ranging from 23.0 to 32.0 °C (night-day) and a photosynthetic photon flux density of approximately 1,500 µmol/m^2s at midday was the experimental conditions.

Plants treatment with cement dust and sampling. The experiment was conducted in field and 30 uniform *MD* apple plants in Fruit garden (apple farming field) were selected and divided into three groups (T_0, T_1 and T_2). The distance between 2 plants was about 3.5 m. The experiment was laid out as a completely randomized design, with ten repetitions of each treatment. Cement was sprinkled in air 0.5 m above the plant by using a hand pump daily for a period of 2 months. The experimental plants were grown in rows, and the soil was covered with 1.5 m wide plastic mulches on both sides of the plants to minimize or stop the contact of cement dust with soil. We recorded the soil physiochemical data before and after the experiment and there were no major changes in soil composition upon treating plants with cement dust. Fertilization and irrigation were supplied to each tree by the drip irrigation system. Cement treatments were T_0 (0 g/plant), T_1 (10 g/plant), T_2 (20 g/plant). T_0 was controlled and maintained in a cement-dust free environment. On a rainy day, we did not sprinkle cement over plants, which were 3 days in the whole period. After 2 months of the experimental period, samples of leaves were collected at mid-day and immediately frozen in liquid nitrogen for biochemical analysis, while for leaf and buds histology; fresh samples were fixed in FAA.

Morphometric studies. For morphometric analysis, fresh samples of leaves and buds were harvested and brought to the Laboratory of Horticulture. Length and width per 10 buds and 10 leaves were determined by measuring tape. Leaf area (cm^2) was recorded using portable leaf area meter (LI-COR Inc., Lincoln, NE, USA), while the weight of buds and leaves was determined with Ohaus digital balance (Ohaus Scale Corp. Florham Park, NJ, USA). For the determination of dry matter and water content, we placed leaves and buds in oven for 24 h at 60 °C. Fresh weight and dry weight were recorded to calculate the dry matter and water contents of leaves and buds.

Analysis of stress markers. Lyophilized samples of leaves were grinded to a fine powder and subjected to analysis of stress markers[51].

Determination of Hydrogen peroxide (H_2O_2) content. H_2O_2 levels were determined according to the previous protocol[52,53]. A total of 500 mg of leaf tissues were homogenized, and 390 nm absorbance of the supernatant was read by spectrophotometer (UV-1201 Shimadzu spectrophotometer, Japan). The concentration was calculated from a standard y curve.

Determination of Malondialdehyde (MDA) content. MDA was estimated to determine lipid peroxidation in leaves by thiobarbituric acid (TBA)[51].

Measurement of enzymatic antioxidants (SOD, CAT, and POD). For determination of enzymatic antioxidants, we grinded 500 mg leaves, homogenized with 5 mL potassium phosphatase buffer (10 mM, pH 7.0) plus polyvinylpyrrolidone (4% w/v) and centrifuged (Sorvall ST16R, Thermo, USA) at 12,000 × *g* for 30 min at 4 °C. The Supernatant was used to determine catalase (CAT)[54], peroxidase (POX)[55], and superoxide dismutase (SD)[56]. POX activity was calculated by using a spectrophotometer (UV-1201 Shimadzu spectrophotometer, Japan) to observe an increase in absorbance at 470 nm in phosphate buffer containing H_2O_2 (0.5 mM) and guaiacol (1 mM). One unit of POX is the amount of enzyme that increased the absorbance of 0.01/min. CAT activity was calculated by observing a decrease in absorbance at 240 nm in phosphate buffer (50 mM, pH 7.5) containing H_2O_2 (20 mM). One unit of CAT is the amount of enzyme that used 1 mM H_2O_2/min. One unit of SOD is the amount which reduces the absorbance reading to 50% compared to control (lack enzyme).

Measurement of non-enzymatic antioxidants (ascorbic acid). Ascorbic acid concentration of leaf was determined by following the previous protocol[57]. Briefly, leaf tissue was homogenized with 1.5% (w/v) metaphosphoric acid containing 1 mM ethylenediaminetetraacetic acid, and the extract was subjected to HPLC analysis using water/methanol (3/1, v/v), containing 0.05% (w/v) sodium dihydrogen phosphate monohydrate (pH 3.6) and 1 mM hexadecylammoniumbromide at a flow rate of 1 mL/min for 20 min and photo-detection at 248 nm.

Determination of free amino acid and total sugar. Lyophilized samples of leaves were analyzed to determine concentration of free amino acid[58] and total sugar[59].

Determination of photosynthetic pigments. Leaf pigments were extracted by using acetone reagent, and extraction procedures were performed in dim light as reported in our previous reports[6,24,25,48].

Electrolyte leakage (EL). For electrolyte leakage, fresh samples of leaves and buds were harvested and brought to the Laboratory of Horticulture. To observe the leaf membrane damage, we follow the previously reported procedure[60] with minor modification. Fresh leaf samples (0.5 g) were washed with deionized water, placed in tubes containing 10 mL of deionized water followed by incubation for 2 h at 25 °C. Then, the electrical conductivity of the solution (L_1) was recorded. The samples were then autoclaved for another 20 min at 120 °C and after equilibration at 25 °C, the final conductivity (L_2) was measured.

Histology and microscopy. Histological analyses of leaves and buds were executed as previously described[61] with little changes. Leaf and buds samples were dehydrated with fractionated ethanol series, cleared in dimethyl benzene and transverse sections of leaf blades and buds were collected using a microtome (Leica RM2016) and stained in toluidine blue (EMD Millipore Corporation, catalog number: 1159300025). Bright-field images were taken by Olympus (BX53) microscope. Leaf and bud thickness were determined by ImageJ, https://imagej.nih.gov/ij/, and each aggregate was analyzed in multiple consecutive sections using straight tool of ImageJ and averages were calculated. Cell surface area was measured using freehand selection tool of ImageJ.

Statistical analysis of data. Graphs were plotted and statistically evaluated using GraphPad Prism version 7.00 for Windows (One-way ANOVA followed by Dunnett test) GraphPad Software, San Diego California USA, www.graphpad.com. $p < 0.05$ was considered statistically significant. Results presented as mean ± SEM. $^{*}p < 0.05$, $^{**}p < 0.01$, $^{***}p < 0.001$, $^{****}p < 0.0001$ and ns = $p > 0.05$.

Results

Cement duct induces abiotic stress in *MD*. Interest in the roles of different abiotic stress factors on plant health has promoted research in the field of horticulture and food sciences. To investigate the induction of stress by cement deposition, we analyzed the level of different reactive oxygen species (ROS) in the leaves of *MD*, as the overproduction of ROS in plants under stress conditions is a common phenomenon[62]. For this purpose, whole leaves extracts were analyzed to determine H_2O_2 and MDA concentrations. We found a significant increase in the concentration of H_2O_2 and MDA (Fig. 1a,b), that revealed a positive association between cement dust and ROS production. It suggested that cement dust could be estimated as a key abiotic environmental stress factor that could enhance the reactive species and promote the onset of abiotic stress in plants. Next, we presumed that cement induced upsurge of leaf H_2O_2 and MDA contents might affect leaves antioxidants activities.

Enzymatic antioxidant activities increase with cement treatment. The response of enzymatic antioxidants is a key process to defend plants from the damages associated with a variety of environmental stress factors. It is well documented that antioxidant enzymes such as SOD, CAT or POX increase in stress

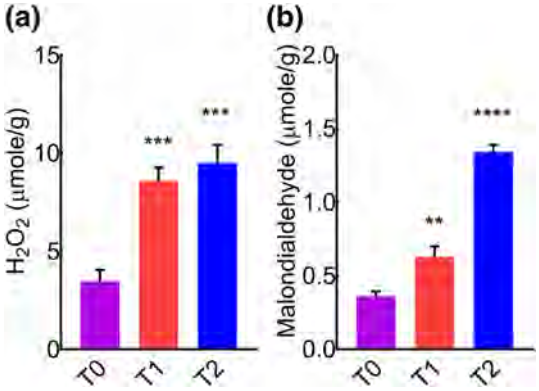

Figure 1. Quantification of leaf malondialdehyde and hydrogen peroxide to check the onset of abiotic stress in *MD* exposed to different concentrations of cement dust. (**a**) Leaf H_2O_2 contents. (**b**) Leaf malondialdehyde contents.

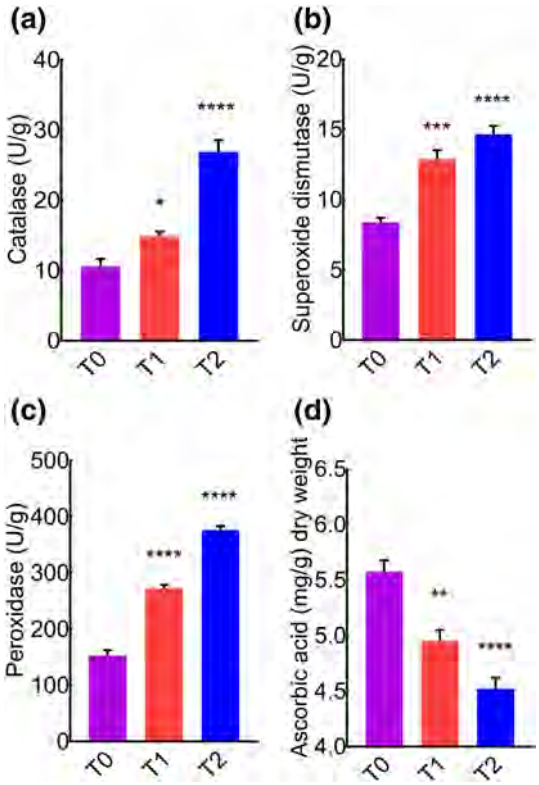

Figure 2. Quantification of enzymatic antioxidants (CAT, SOD, and POX) and non-enzymatic antioxidants (ascorbic acid) in the leaves of *MD* exposed to different concentrations of cement dust. (**a**) Leaf catalase contents. (**b**) leaf superoxide dismutase contents. (**c**) Leaf peroxidase contents. (**d**) Leaf ascorbic acid contents.

conditions[62]. Here we found a significant increase in the levels of CAT, SOD and POX (Fig. 2a–c) in cement treated groups compared to control (T_0).

Non-enzymatic antioxidant activities decrease with cement treatment. The balance between non-enzymatic antioxidants and ROS is essential for maintaining healthy plants. We continued to investigate whether cement also influences the non-enzymatic anti-oxidants. Ascorbic acid is thought to play a vital role in the adaptation of plants to environmental stresses, which regulates the cascades of spontaneous oxidation and prevent plant cells from stress-related damage by hunting of scavenging ROS[63]. Strikingly, we found a significant decrease in the level of ascorbic acid in cement treated groups compared to control (Fig. 2d). These data showed that cement enhances the enzymatic antioxidant (Fig. 2a–c) but have an adverse effect on ascorbic acid (Fig. 2d).

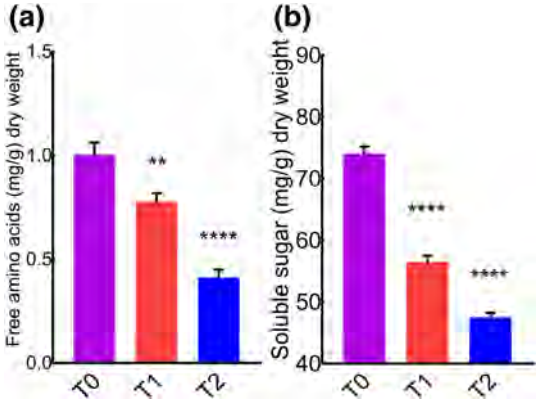

Figure 3. Cement pollution reduces concentrations of free amino acid and soluble sugars in the leaves of *MD*. (**a**) Leaf free amino acid content. (**b**) Leaf soluble sugar content.

Variation in biochemical health markers. Ascorbic acid is required for the normal functioning of living cells. It has been proposed that low ascorbic acid concentration in plants have less stress tolerance due to altered metabolism[64]. Based on this hypothesis, we quantified different biochemical health markers in the leaves of *MD*. We observed a robust decrease in the leaf free amino acids (Fig. 3a) and soluble sugar (Fig. 3b). This suggested that cement dust is a phytotoxic factor of our environment, and their noxious effects in plants are extensive. Taken together, our data suggested that cement also affect leave biochemical constituents.

Influence of cement on photosynthetic pigments of leave. The inhibition of photosynthesis is a key pathological feature of abiotic stress. Chloroplast damage is the primary consequence of stress in plants, which indicates the degradation of leaf pigments. We next analyzed different leaf pigments in the leaves of *MD*. Patterns of pigment expression were different in control and cement treated plants, where cement dust drastically reduced various leaf pigments. Compared to control, cement treated groups showed less concentration of chlorophyll-a (Fig. 4a), chlorophyll-b (Fig. 4b), carotenoid (Fig. 4c), chlorophyllide-a (Fig. 4d), chlorophyllide-b (Fig. 4e), protoporphyrin (Fig. 4f), pheophytin (Fig. 4g), and more polar carotenoid (Fig. 4h). It indicated that the biosynthesis of leaf pigments are interlinked with each other, and effect on one pigment could influence other pigments, and hence overall pigment degradation happened. Our data suggested that cement notorious effects on leaf pigments are extensive that might influence plant performance and morphometric properties.

Morphometric studies. Abiotic stress enhances the production of ROS and causes pigments degradation, which might also cause cell death, and morphometric properties could be affected. Next, we sought to determine the influence of cement on leaves and buds macroscopic-morphometric properties. Area, length and width/10 leaves were significantly reduced by cement dust (Fig. 5a–c). Moreover, the dry matter content, water contents and weight/10 leaves were significantly reduced in cement treated groups (Fig. 5d–f). Similarly, the length and width/10 buds were found shorter in cement treated groups (Fig. 5g–h). Furthermore, dry matter content, water content and weight/10 buds were significantly reduced in cement treated groups compared to control (Fig. 5i–k). This reduction in morphometric parameters could be attributed to the negative impacts of cement dust on plant performance.

Histological examination of leaves and buds. Leaves are the main source of photosynthesis and are highly exposed to environmental stresses. To elucidate the effects of cement induced stress on cell-based phenotypic characteristics, histological analysis of leaves and buds were performed to reveal micro-phenotype at the cellular and tissue level. Leaf-blade transverse sections of T_0, T_1 and T_2 are shown in Fig. 6a–c. Cells were less dense and less compact in histological sections of cement treatment groups. Furthermore, leaf blade thickness, midrib thickness, palisade mesophyll layer thickness was significantly reduced in cement treated groups (Fig. 6d–f). We measure cell surface areas of different cells by using ImageJ. Upper epidermis cell-, palisade mesophyll cell-, parenchyma cell-, xylem cell-, phloem cell-, upper collenchyma cell-, lower collenchyma cell-, and lower epidermis cell-areas were significantly reduced in T_1 and T_2 groups compared to control (Fig. 6g–n), which signposted the toxic effects of cement dust on cross-sectional areas of different leaf cells. We counter confirmed the damage caused by cement dust by performing electrolyte leakage in leaves and found a robust increase in ion leakage in leaves of cement-treated groups (Fig. 6o). An increase in ion leakage in cement treated groups provides confirmatory evidence of leaf damage exposed to cement dust.

We noticed the reduction in width, length and weight of buds in cement treated groups compared to control (Figure S1). Next, we analyzed buds histology to uncover the phenotypic changes at the cellular/tissue level. Figure 7a–c showed transverse sections of buds. Measurement of buds length (Fig. 7d) from the histological section shows a significant reduction of bud length in cement treated groups. In the case of bud width (Fig. 7e) we observed no significant difference between control and T1; however, a significant reduction in T2 treatment compared to control. Further, we analyzed the ion leakage in buds tissues to check cell damage. Strikingly, the

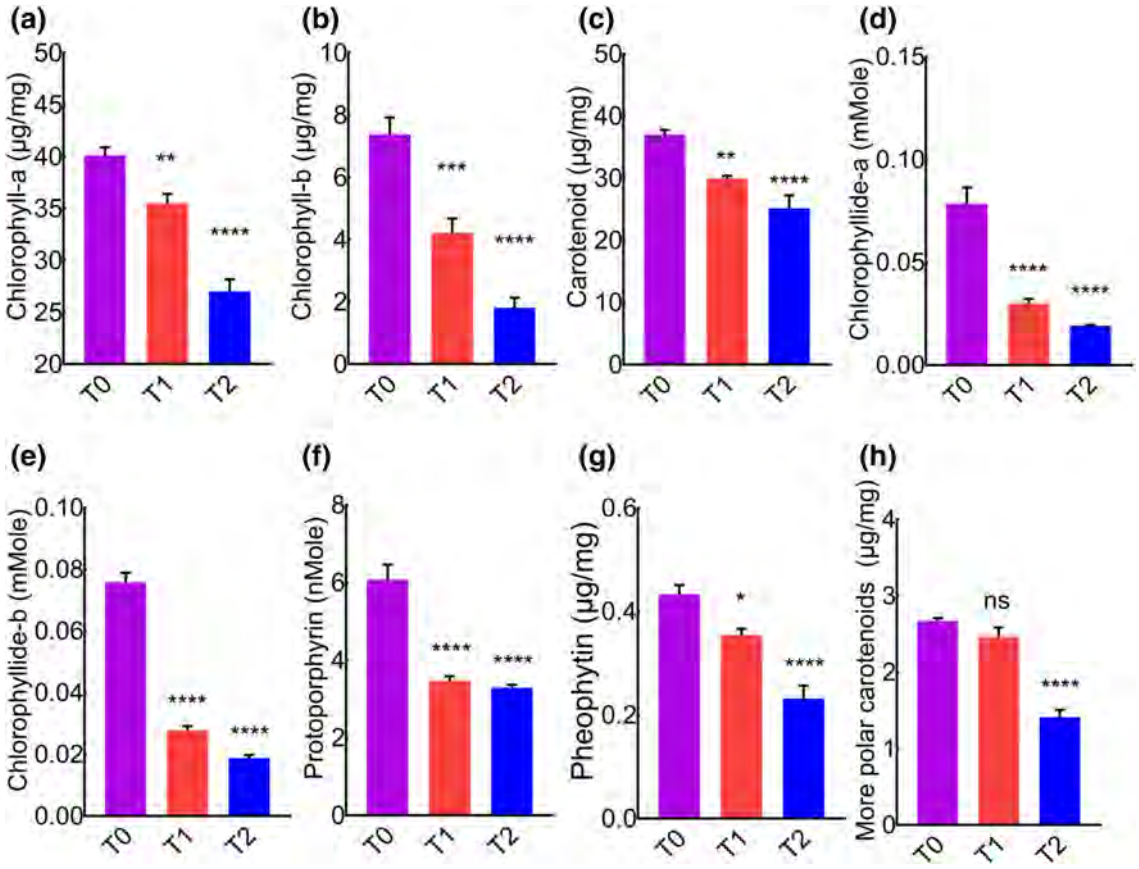

Figure 4. Cement dust deposition reduces different leaf pigments. (**a**) Leaf chlorophyll-a contents. (**b**) Leaf chlorophyll-b contents. (**c**) Leaf carotenoid contents. (**d**) Leaf chlorophyllide-a contents (**e**) leaf chlorophyllide-b contents. (**f**) Leaf protoporphyrin contents. (**g**) Leaf pheophytin contents (**h**) Leaf more polar carotenoid contents.

ion leakages of cement-treated groups were significantly higher than control (Fig. 7f), which confirmed that cement-treated plants were experiencing more membrane injuries and cell damage. Cement dust is estimated as a risk factor for plant growth and development. In summary, our data showed that cement dust load induces abiotic stress and has degradative effects on leaf histology. The cement dust deposition increases the leaves reactive oxygen species and enzymatic antioxidants while reduces the leaves ascorbic acid, biometabolites, and pigments (Fig. 8).

Chronic dust deposition increases leave reactive oxygen species and enzymatic antioxidants, while reduces leaves ascorbic acid, biometabolites, and pigments, resulting in novel damages to leaves tissues.

Discussion

During the last decade, cement production, and, consequently, the emission of cement dust, have risen owing to the increased demand for cement materials used in construction. Anthropogenic activities that cause environmental changes are expected to exacerbate the poor air quality in different regions of the world. We found that chronic exposure to cement dust induced novel damage in *MD* leaves. This may be caused by the heavy metals and other elements present in cement dust, which affect the foliar surfaces of leaves. These undesirable effluents changed cellular morphology and modulated the biochemical constituent and pigment contents of leaves, resulting in massive damage owing to the persistent presence of the pollutants. This indicated that cement dust may cause significant injuries to a variety of fruit plants. The persistent hostile environment worsens the effects, making them more extensive.

Plants adjust their metabolic activities in response to environmental fluctuations to maintain homeostasis[65,66]. The altered ambient atmosphere containing cement particulate matter has a profound influence on the biochemical, morphological, and physiological responses of *MD* plants. It is essential to recognise the responses of leaves to different pollutants emitted by different industries[67], particularly the cement industry. Leaves are fully exposed, abundant, and prominent prime receptors of cement dust and exhibit apparent symptoms of exposure to environmental hazards, such as changes in morphometric features and leaf pigment levels. ROS increases as a result of increased leaf temperature and ultraviolet light blockage resulting from cement dust deposition, and this may lead to the oxidation of cellular components and affect organelle integrity[68]. Toxic pollutants increase oxidative damage by causing H_2O_2 accumulation and lipid peroxidation[69]. The overproduction of ROS is a normal event in the oxidative metabolism of plants but their generation is further boosted by the persistent nature of abiotic stress factors (such as cement dust) in a hostile environment. To counteract the environmental effluents,

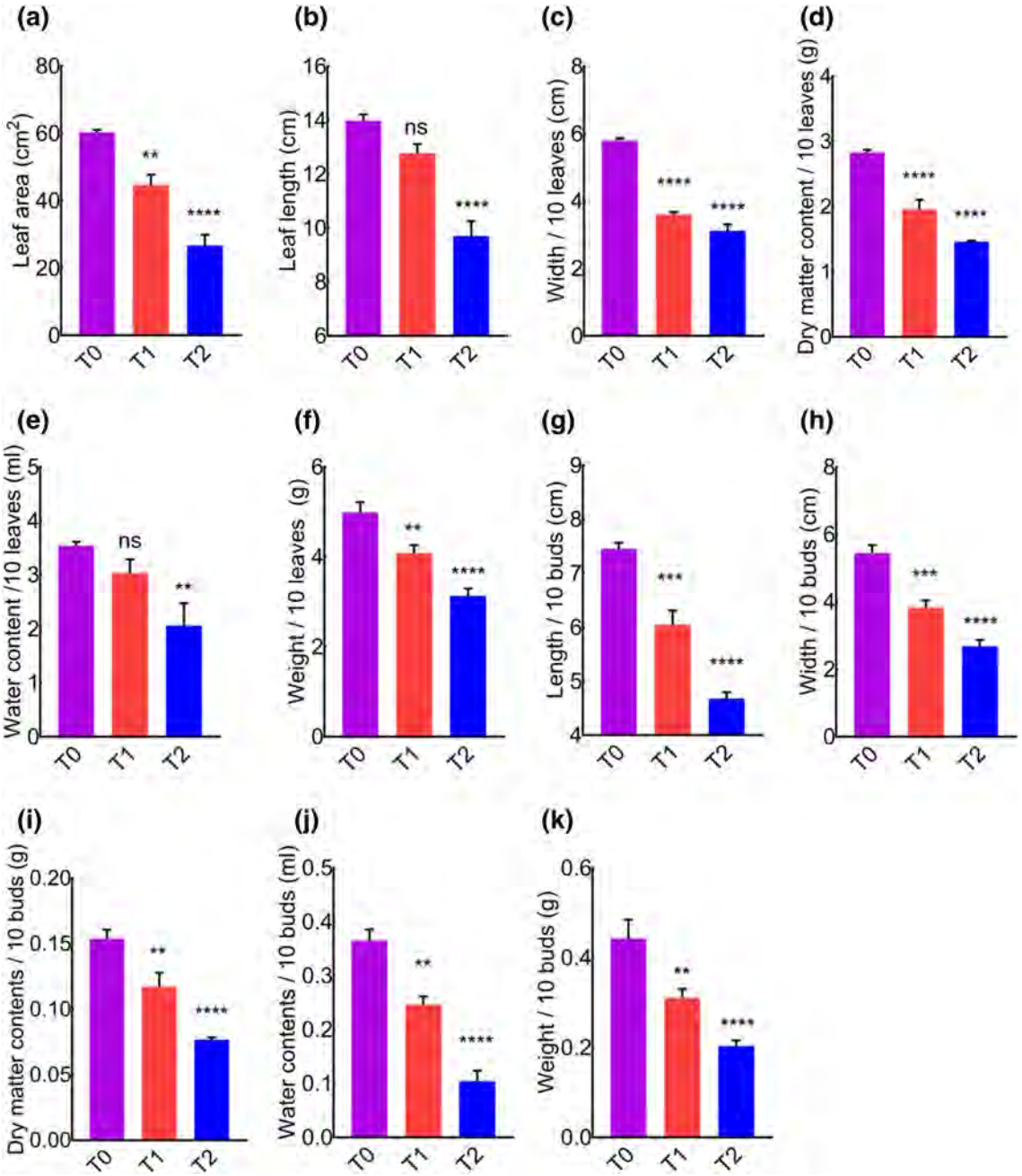

Figure 5. *MD* morphometric features were affected by different concentrations of cement deposition. (**a**) Average leaf area. (**b**) Average leaf length. (**c**) Average width per 10 leaves. (**d**) Average dry matter contents per 10 leaves. (**e**) Average water contents per 10 leaves. (**f**) Average weight/10 leaves. (**g**) Average length per 10 buds. (**h**) Average width per 10 buds. (**i**) Average dry matter contents per 10 buds. (**j**) Average water contents per 10 buds. (**k**) Average weight per 10 buds.

plants develop complex systems of overlapping antioxidants, biometabolites, and enzymes, which work side by side to prevent cellular damage[70]. We found lower ascorbic acid concentrations in leaves of *MD* plants exposed to cement dust, which suggested that *MD* plants were unable to detoxify the accumulated ROS quickly and that the damage to plant tissues was more extensive. This may be attributed to the cement particulate matters that settled on the leaf surfaces that have negative effects on ascorbic acid production. The primary negative effect of higher H_2O_2 and MDA levels is the degradation of biochemical constituents. Sugar is a source of energy for all living beings, and its reduction might severely affect energy production in *MD* plant cells exposed to cement dust. Furthermore, a decrease in leaf thickness may result from the cell-damaging effects of cement pollutants. The target components of the plant that are vulnerable to stresses are photosynthetic components, and they have been readily recognised by changes in pigment contents, reduced photosynthetic rates, damaged chloroplast structures, and restricted enzymatic activities or electron transport[70,71]. The sensing of abiotic stresses initiates

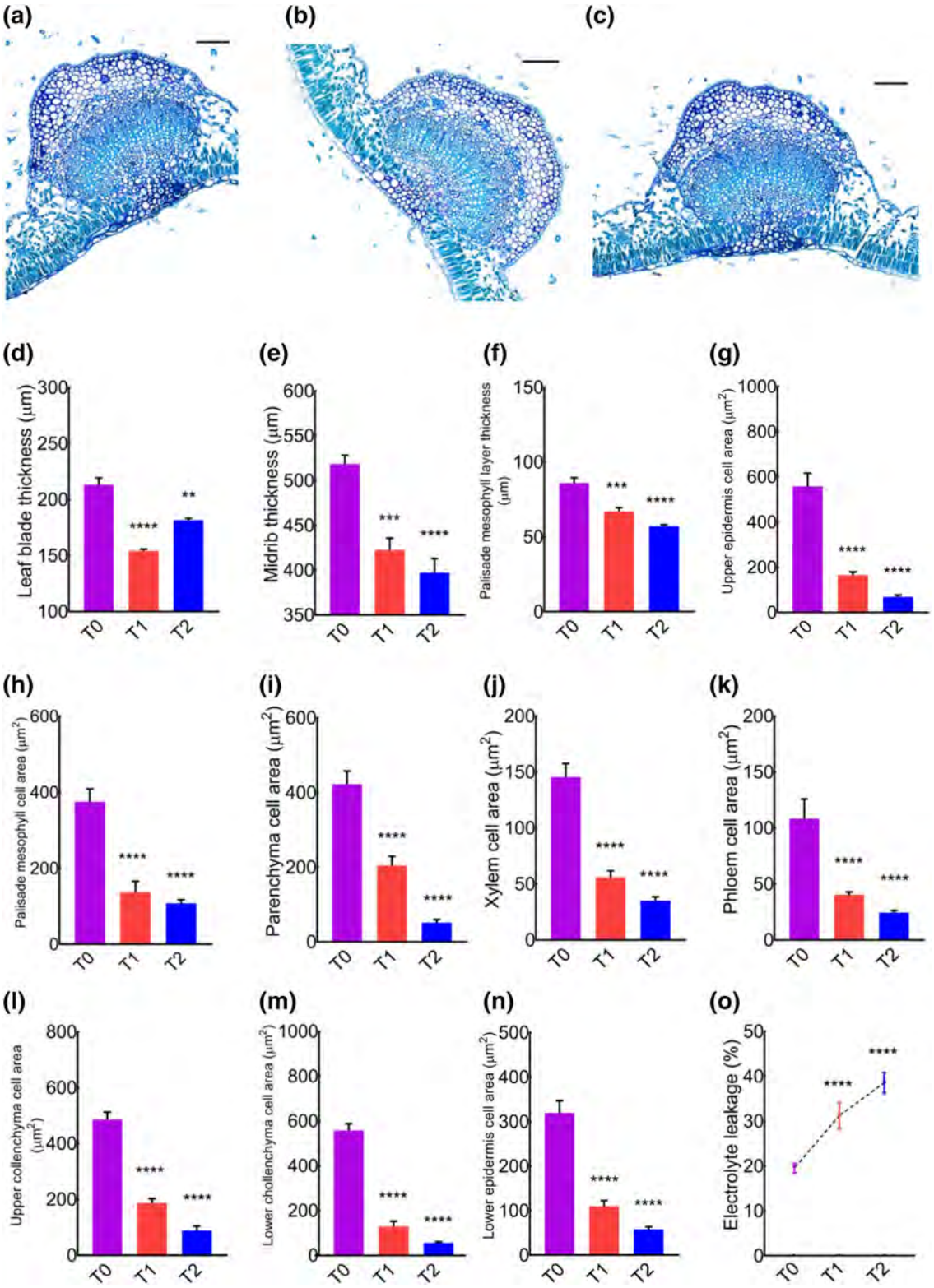

Figure 6. Microscopic analysis of leaf transverse sections revealed adverse effects on the morphometric properties of tissues in cement treated groups. (**a**–**c**) Detailed micrographs of transverse sections of the *MD* leaf blade of T_0, T_1, and T_2 groups. (**d**–**f**) Average leaf blade-, midrib-, and palisade mesophyll layer-thickness in µm. (**g**–**n**) Average upper epidermal-, palisade mesophyll-, parenchyma-, xylem-, phloem-, upper collenchyma-, lower collenchyma-, and lower epidermis-cell areas in μm^2. (**o**) Percent of electrolyte leakage in leaves of control and cement treated groups.

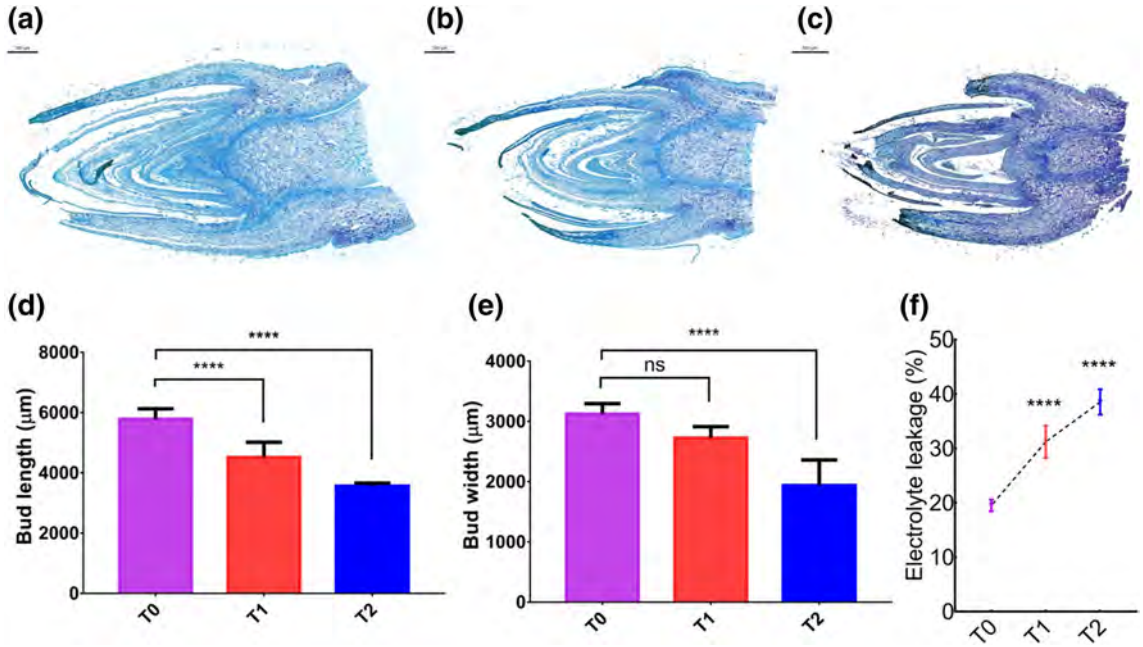

Figure 7. Microscopic analysis of buds transverse sections revealed adverse effects on phenotypic properties of buds in cement treated groups. (**a**–**c**) Detailed micrographs of transverse sections of *MD* bud of the T_0, T_1, and T_2 groups. (**d**–**e**) Average bud length and width in µm. (**f**) Percent of electrolyte leakage in buds of control and cement treated groups.

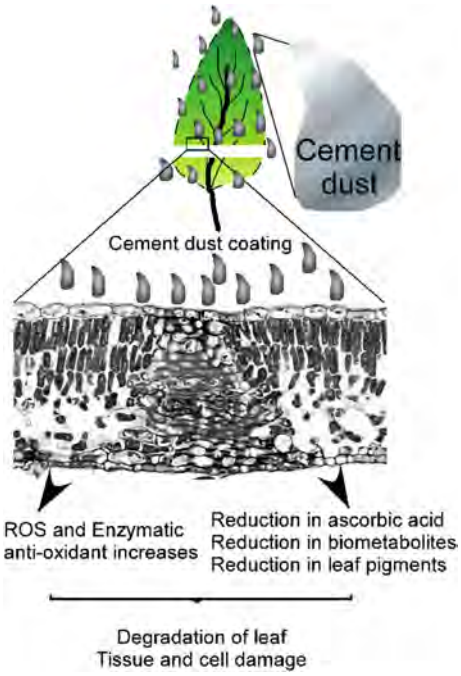

Figure 8. Schematic illustration of cement dust deposition on leaves of *MD* plant.

several complex signalling pathways in plants that trigger alterations in the levels of various leaf pigments[71]. Photosynthetic pigments work under photosystem-II and photosystem-I in plant leaves[72], in which photons are caught from blue and red lights and carbon dioxide in gaseous exchange processes through stomatal opening to produce oxygen and carbohydrates, such as sugars and amino acids. Coating leaves with cement dust blocks the entrance of sunlight, which might lead to a decline in photosynthetic pigments and subsequently photosynthetic efficiency. Biochemical contents are important for plants to increase their vigour[73] and are involved in the sensitive core reaction to stress. Cement dust deposition on leaves causes declines in the sugar and amino acid

contents of leaves, which leads to the plant's reduced capability to perform physiological functions and sustain health. After long-term cement dust exposure, fruit toxicity and the effects of consumption on humans and animals should be investigated.

Conclusions

In conclusion, this work showed the quantitative and qualitative responses of *MD* leaves exposed to different cement dust concentrations. Cement dust exposure has negative effects on *MD* plants. We demonstrated that chronic exposure to cement dust induces abiotic stress, generating unwanted ROS, damaging plant pigments, depleting plant biometabolites, and impairing the histological characteristics of leaves and buds on *MD* plants, resulting in their poor growth and development. Exposure to cement dust triggers a decrease in photosynthetic pigments in *MD,* and it might seriously affect plant photosynthesis. Further studies are needed to address the effects of cement residues in fruits and any health hazards resulting from their consumption.

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Author contributions
The project was designed and conceived by L.X., M.H., N.A, and K.S. The experimental work was carried out by L.X., W.M., and K.S.. L.X., K.S., W.M., X.Z., G.A., K.A., S.K., N.A., and X.R., analyzed the data. K.S. and L.X. wrote the paper. All authors have read and approved the final version of this manuscript.

Competing interests
The authors declare no competing interests.

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Attachment 4

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Can gravel mining and world-class cherry orchards coexist in Utah?

(Leah Hogsten | The Salt Lake Tribune) Hopper trucks leave the Keigley Quarry near acres of tart cherry orchards, Sept. 29, 2020. Residents and fruit growers living and working in close proximity to multiple sand and gravel quarries on West Mountain are concerned about their air quality and fruit production in this bucolic area near Payson.

By Brian Maffly | Oct. 4, 2020, 8:00 a.m. | Updated: 9:08 a.m.

But trouble lurks over this high-desert Eden, which also supplies Utah builders with a mineral bounty needed for construction.

“You think you would be on a nice country road, but there are trucks and nonstop traffic,” Rowley says over the roar of passing gravel haulers on a recent morning as he inspects his orchards near busy quarries on the southern tip of West Mountain. “You can see the dust on the leaves. The trees look sickly. It cuts down on photosynthesis, the absorption of sun the trees are able to capture.”

Rowley rubs a thumb across leaves on a recently harvested cherry tree to highlight the damage from mites that proliferate in dusty conditions. Some trees have already shed half their leaves — and it’s barely October.

“The leaves are falling a month early. When it does rain, it won’t capture as much moisture,” he says as he shakes the branch, releasing a cloud of dust as if he were airing out a filthy carpet. “We were wearing masks way before it was cool.”

"We have limited access to these materials to support the growing economy of Utah, so there is a lot of debate over how do we go forward. Those issues are in so many places in the state. A lot of it is driven by demand," Stewart Lamb, director of business development with the Kilgore Cos., said a recent hearing over an expansion of its Benjamin quarry. "If there was no growth in Utah County, there wouldn't be seven or eight mines on West Mountain. How we go forward as a state? There is some really difficult discussions going on and some sincere attempts to make it so we can be sustainable as an industry."

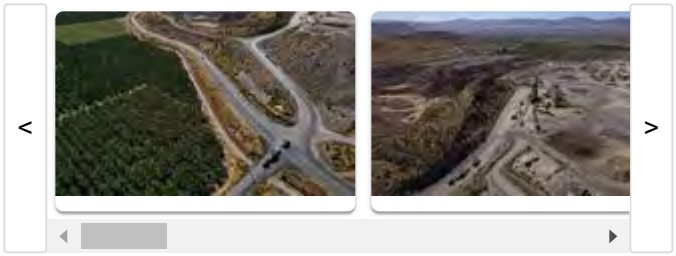
A few miles north of Rowley's orchards, Benjamin residents are fighting Kilgore's expansion, arguing increased truck traffic and fugitive dust emissions are disrupting their lives and threatening their health.

unacceptable, made worse by trucks that trail dust even when they are empty.

Seven quarries, covering about 600 acres, operate on West Mountain. Rowley's orchards are near the entrances to the Keigley Quarry operated by Staker Parson and another called the Cherry Pit.

That the latter quarry's name riffs on the Rowley clan's singular product is a source of annoyance for Ryan Rowley, who fears the fugitive dust from the pits and passing trucks could doom cherry growing there.

(Leah Hogsten | The Salt Lake Tribune) Hopper trucks leave the Keigley Quarry near acres of tart cherry orchards, Sept. 29, 2020. Residents and fruit growers living and working in close proximity to multiple sand and gravel quarries on West Mountain are concerned about their air quality and fruit production in this bucolic area near Payson.



“There’s some mornings that you can see dust coming off this hillside and filling this valley below us,” Rowley says. “Sometimes, as I’m out changing water before the sun comes up, there’s lines of trucks waiting to get up into that pit. They’re overloaded. Their fender flares are covered in gravel. That’s [what leads to] all the broken windshields we get. They’re covered in dirt. They’re not covering their loads, not washing off their trucks. And they string dirt clear down these roads. It turns into dust, and then it’s going up in the air, landing on our trees.”

While fruit growers and residents acknowledge Utah needs these materials, they complain that the gravel operations are unnecessarily jeopardizing an important agricultural industry and their peaceful quality of life. They contend the quarries and their haulers refuse to take steps that would reduce their impacts and dust levels are inadequately monitored.

The Salt Lake Tribune invited comment from officials at Staker Parson and Kilgore, the operators of the two major pits highlighted in this story, but neither supplied a response.

West Mountain quarries produce sand, gravel, crushed stone and other low-value materials used in construction and the making of concrete and asphalt. Some of this material is processed on-site, resulting in additional industrial emissions.

Across the state, nearly 300 quarries produce between 40 million and 50 million tons of aggregates a year, according to the Utah Geological Survey. The haul in 2018 was worth $286 million, or about $7 a ton.

Because such vast amounts are needed in construction jobs, it is necessary to source sand and gravel close to where it is used to keep down costs, according to Andrew Rupke, an industrial minerals geologist with the survey. In many cases, that means siting quarries near where people live and farm.

“Economically, you can’t ship it as far,” Rupke says. “They generally have to be closer to where they are used. This is happening in urban areas everywhere. As urbanization occurs, those aggregate operations move farther afield, but they cost more. There is a real tension over how we do this and do it right.”

Still, West Mountain growers argue, aggregate producers can tap suitable sand and gravel deposits elsewhere; good luck, they say, finding other places in Utah where tart cherries can be grown economically.

“They say they can’t go out anywhere else to get it. To that I say BS. They want to go only three minutes off the freeway. Well, I cannot grow fruit in Nephi [about 25 miles to the south]. It’s too cold,” says Genola fruit grower Cheryl Fowers. “You can do what you want on your property, but if you do something that harms your neighbor, you had better knock it off. It’s in their own handbook. We have big issues and they want to ke

Aggregates come in two major forms: Sand and gravel are extracted from unconsolidated deposits that are screened and sorted into various grain sizes. Crushed stone is blasted and pulverized from bedrock, usually dolomite and limestone. West Mountain yields both types.

Conflicts abound

The tensions at West Mountain are hardly unique. Up and down the Wasatch Front, most visibly at the Geneva Rock quarry at Point of the Mountain, gravel operations are stirring up oppositions from neighbors concerned about dust, noise and truck traffic.

State law limits the opacity of quarries' dust plumes to 20%, or 10% off-site, but this standard is difficult to enforce and some critics call it “absurd.”

“It’s about as unscientific as anything you could apply to this situation,” says Brian Moench, president of Utah Physicians for a Healthy Environment. “The whole thing is slanted toward allowing these operators to do whatever they want.”

To reduce dust emissions, his group urges operators to use natural gas-powered trucks instead of diesel, to cover their loads, to clean trucks between trips, and to relocate mines to less windy and populous sites. Sand and gravel deposits can be found along 2,000 miles of Lake Bonneville’s ancient shorelines rimming the valleys of northern Utah, says John Macfarlane, a neurosurgeon on Moench’s board.

“If you go over a valley or two to the west, you can [mine] with much less effect because there is no local population,” Macfarlane says. “If they go a little farther away, they can still make their money, just not as much."

In addition to visual impacts, the crystalline silica released when rock is pulverized poses a serious threat to human health when inhaled. Macfarlane says these sharply fractured particles can damage lung tissue and cause cancer.

All the quarries are required to submit a fugitive dust mitigation plan with DEQ, which conducts annual inspections and responds to complaints, according to agency spokesman Jared Mendenhall.

Benjamin's plight

Most of West Mountain's quarries are clustered on its southern tip near Payson. On the mountain's east slope to the north, Kilgore Cos. operates the newer Benjamin Pit, now steeped in controversy over its approved expansion from 44 to 97 acres.

Kilgore opened the pit in 2011 to secure materials for reconstructing Interstate 15 through Utah County. Residents were led to believe the pit and its related asphalt plant were temporary, according to Benjamin resident Debi Brozovich, who helped start a grassroots group with Sainsbury called South Utah County Community Voice.

last month, enabling Kilgore to move forward.

“We have become saturated with mining activity, and it is negatively impacting our community,” Sainsbury said at a recent hearing refereed by DOGM Director John Baza. She showed pictures of the quarry releasing dense dust clouds in apparent violation of opacity standards.

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are a large operation. We have no desire to be out of compliance. We live in these communities we serve.”

Those assertions mean little to growers and residents who say dust is coating their orchards and neighborhoods and that haulers operate unsafely without consequence.

Gravel quarries could take steps to better control and monitor dust emissions, but operators opt not to, and no agencies are requiring such measures, says Kylara Papenfuss, a field adviser for a fruit-growing cooperative.

“They can treat the loads to keep the dust down. They can put up sensors,” she says

While many in Benjamin are unhappy with the mining, some residents of nearby cities support the Kilgore expansion.

“As Utah County continues to grow, having ready access to building materials is crucial to keeping costs manageable,” Woodland Hills resident Debra Dimmick writes in an email to DOGM. “The pit provides good jobs for residents of the county and has been a good neighbor to the surrounding area.”

A perfect microclimate

West Mountain is not only a rich and convenient source of aggregates for Wasatch Front builders; it is also the geographic feature, rising above Utah Lake’s southeast shore, that creates a microclimate ideal for fruit production, resulting in a bounty of apples, peaches and, most famously, tart Montmorency cherries, marketed as “Monties.” Utah is the nation’s second-largest producer of tart cherries after Michigan, and most of this harvest comes from Payson Fruit Growers, an eight-farm cherry-processing co-op to which Rowley and many of his cousins, uncles and aunts belong.

These growers account for about 40 million pounds of cherries, most of which are dried, put into jams or juiced, then sold around the nation.

orchards in Utah. Don Rowley, Ryan's grandfather, and his brothers grew fruit in Orem until the 1950s, when the arrival of the Geneva Steel plant displaced orchards with subdivisions.

So the Rowley growers established new orchards in Payson, where they discovered ideal fruit-growing conditions under West Mountain. Today, several of these growers' children and grandchildren are still in the fruit business here and hope to remain.

“This is more valuable to me than a stack of town homes and cookie-cutter houses,” says Ryan Rowley, gazing over the orchards fanning out from the mountain. “This is a livelihood. This is food on the table. This is the opportunity for us to give back to the community as well as to hire kids and schoolteachers during the summer to help us harvest.”

The orchards' survival is under pressure by foreign competition, food-safety regulatio drought, and new gravel quarries and dust emissions pushing up costs and reducing

"It's just a madhouse around here.I just want to see them have some regulation and follow [the rules] that keep everybody safe," Rowley says. "I understand that we need the dirt and the rocks and the gravel to grow, but as we lose this green space around here, we're never going to get it back. And the quality of life around here is going to go down."

Ryan's 160-acre operation, called Rowley's Fruit Farms, yields about 1 million pounds a year and supports three families.

"This has been the most blessed way to live ever, to work the land, be out here. I love my office," he says. "I want to be able to pay that forward to my kids and their future generations. Utah County needs to decide whether or not this industry is important to them. I feel like we've been overlooked. We haven't been heard."

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Attachment 5

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A REVIEW: ON THE EFFECTS OF CEMENT DUST ON VEGETATION

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ABSTRACT

Cement dust is a potentially phyto-toxic pollutant. Large amounts of toxic substances are emitted during its production viz. carbon dioxide, particulate matter (dust), oxides of nitrogen and sulfur dioxide. Cement dust also contains heavy metals like nickel, cobalt, lead, chromium and mercury. Its alkaline constituents such as oxides of calcium, potassium and sodium are responsible for the alkalization of ecosystem and soil. It is a common air pollutant affecting plants in various ways i.e. cement dust deposition on leaves plugs stomatal activitiy and interrupts light absorption and gaseous diffusion.

Keywords: *Cement dust, Particulate matter, Ecosystem, Air pollutant, Heavy metals.*

Introduction

Cement industry is one of the most boomed up industry in India which is now the second largest cement producer in the world after China. It plays a crucial role in the infrastructural development of the country as there is an interlinking relation between cement consumption and the economic growth. As India is on a high growth track and at present the focus is on the development of the infrastructure facilities such as highways, ports, canals, bridges etc. Infrastructural development obviously gives rise to increased demand for cement production. With the increase in demand for cement in India, the number of factories is increasing annually and both consumption and production of cement has increased greatly in recent years. It is listed as one of the 17^{th} most polluting industries by the Central Pollution Control Board. The emission of dust from cement factories has increased alarmingly due to expansion of more cement plants to meet the requirements of cement materials for construction of buildings. The pollution problem in the cement industry is dust of cement which is emitted from various parts of the production process such as the raw material crusher, rotary kiln, cranes, mills, storage silos and packing sections. Cement dust is potentially harmful to the environment and it affects plants either directly through dust deposition on plants or indirectly by interfering with the soil's chemical composition.

Composition of cement

The main raw material used for cement industry includes limestone ($CaCO_3$), clay, sandstone (SiO_2), bauxite (N_2O_3) and gypsum ($CaSO_4.2H_2O$) and involves the release of various particulates, dust, gases and heavy metals.

Table1: Main constituents of cement.

Compound	Formula
Calcium oxide (lime)	CaO
Silicon dioxide (silica)	SiO_2
Aluminum oxide (alumina)	Al_2O_3
Iron oxide	Fe_2O_3
Sulfate	SO_3

Manufacturing processes

The manufacturing of cement is carried out through these four basic processes- dry, semi-dry, semi-wet and wet processes. All these processes are followed by some sub-processes such as quarrying, raw materials preparation, fuels preparation, clinker burning, mineral additions preparations, cement grinding, and finally cement dispatch.

Fig.1. Source: JK Cements LTD

Impact of cement manufacturing

The main impacts of the cement activity on the environment are the broadcasts of dusts and gases. The industry releases huge amounts of cement dust into the atmosphere which settles on the surrounding areas forming a hard crust and causes various adverse impacts. The largest amount of

substances emitted during the production of cement is carbon dioxide, particulate matter (dust), oxides of nitrogen, and sulphur dioxide. Cement dust which contains nickel, cobalt, lead, chromium, mercury pollutants which are hazardous to the biotic environment, with adverse impacts on vegetation, human and animal health and ecosystems (Baby *et al*., 2008).

Plants: natural sink for air pollutants

Plants act as a sink for air pollutants as they reduce their concentration in the air. Dust interception capacity of plants depends on their phyllotaxy, and leaf external characteristics such as hairs, cuticle etc., it also depends on height, and canopy of trees. Pollutants can be removed by plants from atmosphere by three means- absorption by the leaves, deposition of particulates and aerosols over leaf surfaces and fallout of particulates on the leeward side of the vegetation (Rawat and Banerjee, 1996).

Pollutants Mechanism

Pollutants especially cement dust interact with the plants via two ways either it gets deposited on the leaf and plant surface or it settles down on soil surface. In first case it interrupts light availability to the plants which is one of the basic components of photosynthesis. Its deposition on leaf surface affects the gaseous exchange through stomata. In second case cement dust settled on soil interferes with its chemical composition and affects plants via root uptake which has prominent effects on plant growth and yield.

Effects of cement dust deposition on vegetation

Cement dust deposition on various plant parts severely affects the physiological activities of the plants. Photosynthesis is known to be one of the most stress-sensitive processes and it can be completely inhibited by stress before other symptoms are detected. Dust deposition on vegetation affects photosynthetic rate, stomatal functioning and productivity. Limestone present in cement dust severely damages the photosynthetic apparatus of plants. Continuous deposition of alkaline cement dust form a crust on leaves, twigs and flowers and when this dust comes in contact with water it forms a gelatinous calcium silicate hydrate which later crystallizes and solidifies to a hard crust. It ultimately plugs stomata and interrupts absorption of light and diffusion of gases.

Dust particulates absorbed through the outer surface of the plants shows some common effects such as chlorosis, necrosis and growth retardation. Cement dust deposition on the leaf surface reduces the chlorophyll content of the leaf and also acts as a barrier to photosynthetic processes. It shows a subsequent reduction in starch, carbohydrates, proteins and amino acids in comparison to normal leaves. The physiological and biochemical characteristics are severely affected which have direct impact on plant productivity.

Deposition of cement dust on soil

Cement dust deposition on soil surface changes the physico-chemical properties of soil as it causes a shift of pH towards alkaline range, which generally reduces the absorption of mineral substances from the soils. Interference of alkaline cement dust with soil may mediate both the synthesis and decomposition of soil organic matter and therefore influences ion exchange capacity, the soil N, S, and P and soil water-holding capacity. It also affects the microbial activity of the affected soil. Al–Khashman *et al.* (2006) reported that soils around cement factories showed high concentrations of heavy metals.

Morphological changes

Cement dust pollution severely affects the growth and morphology of plants. It might be in the form of

visible markings on the foliage such as chlorosis, necrosis, veinal deformities, mottling etc. Ade-Ademilua *et al*. (2008) reported a significant reduction in shoot length, total leaf area and dry weight of plants affected by cement dust pollution. A significant delay in germination of seeds which was followed by growth retardation in terms of plant height and leaf area, number of leaves, length of petiole, number of flowers and fruits, fresh and dry weight were also seen by Katiyar *et al.* (2015). Reduction in growth parameters are due to the cumulative effects of the causal factors on the physiological processes necessary for plant growth and its development (Schutzki and Cregg, 2007). Dust deposition reduces diffusive resistance and increases temperature of leaf making the tree more likely to be susceptible to drought (Farmer 1993). It also causes slight decrease in transpiration rate, stomatal conductance while leaf temperature increased.

Physiological changes

Air pollution has an adverse effect on many metabolic processes in plants such as photosynthetic activities, mitochondrial respiration and stomatal clogging, seed germination, protein content, soluble sugar contents etc.

Effects on seed germination: In case of cement dust pollution, gradual decrease in seed germination with increasing concentration of cement dust was reported which might be due to the toxic effects of metals present in cement dust which interfere with the normal synthesis of plant metabolites thus directly affecting the cell division and cell elongation (Singh and Srivastava, 2002, Katiyar *et al.,* 2015).

Effects on photosynthetic pigments: Photosynthetic pigments mainly- chlorophyll and carotenoid contents, are affected by a variety of stress factors. As these are the dominant photosynthetic pigments in green plants and assessment of their concentrations in foliage provide an estimate of potential photosynthetic capability (Gitelson and Merzlyak, 1996; Carter, 1998). Chlorophyll 'a' is being more severely affected than chlorophyll 'b'. Chlorophyll 'a' is degraded to phaeophytin through replacement of Mg^{+2} ions in chlorophyll molecules, while chlorophyll 'b' forms chlorophyllide 'b' through the removal of phytol group of the molecule (Rao and Le Blane, 1966). All the atmospheric pollutants retained by leaves are transformed inside the plant and affect its photosynthesis and respiration. This damage appears in the form of chlorotic and necrotic lesions at leaves level (Landis and Yu, 1995). Analysis of photosynthetic pigments may provide insight into the physiological status of vegetation (Moran *et al.,* 2000).

Effects on protein content: Effects of cement dust pollution on certain metabolites such as protein, starch and sugar content were also studied by several researchers and a considerable decrease was found in all. (Vijayawar and Pandey 1996, Murugesan *et al*. 2004). Decreased photosynthesis might be the first cause of decrease in protein content. Stressed conditions might enhance the rate of protein denaturation and breakdown of existing protein to amino acid which ultimately causes reduction in protein content (Constantinidou and Kozlowski, 1979, Singh and Joshi, 1999, Tripathi and Gautam, 2007).

Effects on soluble sugar content: Sugar plays an important role various developmental aspects of higher plants. This organic substance is synthesized during photosynthesis while its breakdown occurs during respiration. The soluble sugar concentration indicates the physiological activity and sensitivity of plants to air pollution. The sugar content was found to be reduced with the increase in the amount of cement dust. Reduction in soluble sugar content in polluted sites might be due to increased respiration and decreased CO_2 fixation because of chlorophyll deterioration (Tripathi and Gautam, 2007).

Effects of heavy metals on vegetation

As cement dust contains a remarkable amount of heavy metals, its amendment in soil causes severe damaging effects such as metal accumulation in various plant parts especially in leaves and roots. Accumulation of different metals has been observed in different plant parts as aluminium has been observed in leaves, however copper is found in the seeds.

In both cases, these metals could be hazardous to human health as leaves and seeds both are consumed by humans. Heavy metals become bio-accumulated in the body and remain in the body in an unchanged state and are continually accumulated during the life of an organism causing biomagnifications (Clark, 1995). In some cases, plant growth was also found to be reduced due to metal-metal interaction which reduces the availability of certain minerals to the plants. Alkalization and high amount of Ca^{++} content of the cement pollutes soil environment which inhibits the assimilation of Mg, Mn and Fe by plants (Mandre and Tuulmets, 1997).

Iron is essential for plant growth and its presence in cement dust could be of advantage; especially when cultivating legumes that are naturally sourced for their iron content. Heavy metals like zinc and copper which could be present in the soil due to synergistic effects (metal-metal attraction and association) as pointed out by Forstner (1995) can reduce the translocation of iron in plants. Heavy metal pollutants are stable in the environment but highly toxic to biological organisms (Zou *et al.,* 2006; Levent *et al.,* 2009). Among the heavy metals— mercury, lead, nickel and chromium are most dangerous heavy metals released by cement factories (Kumar *et al.,* 2008) and are responsible for causing various biochemical changes which also include cyto-toxic and mutagenic effects (Ritambhara *et al.,*2010 and Yahaya *et al.,* 2012)

Effect on soil physiology

Cement dust deposition on soil surface interferes with its physico-chemical properties which might be in terms of mineral disbalance. Cation exchange capacity was basically affected by pollutants. Studies revealed that cement dust affects the availability of exchangeable calcium, sodium, hydrogen, magnesium and soil organic matter. The concentration of metals such as Fe, Al, Zn, Cu, Pb, Cr and Cd were found relatively high in the soil nearby cement industries as compared to normal (Asadu *et al.*, 2008). Cement dust accumulation caused an increase in pH of soil solution, salinity, calcium carbonate, electrical conductivity, total alkalinity and sulphate contents beside the disturbance of soil texture (Abdel-Rahman and Ibrahim 2012)

Conclusion

The present study concludes that cement dust pollution is very hazardous for environment. This industry has a significant contribution to air and soil pollution. It has a deleterious effect on vegetation as it causes severe reduction in growth and physiological activity of plants. Presence of heavy metals in cement affects the mineral assimilation through roots. Bio-magnification of heavy metals in various plant parts is also a serious issue which could not be neglected as it might have serious consequences at each trophic level in the food chain. Such detrimental effects from cement industries are alarming which forces us to be more sensible and conscious about industrial settlement.

The byproducts and environmental hazards caused by such sources are thus alarming. Pollution control must be taken as a priority by the industrialists and such socially responsible industries should also be encouraged by the government for their technological advancement for minimizing waste and become eco-friendly. Development should be sustainable as we must have to create a secure

environment for the upcoming generations by keeping the following points into consideration:

- Cement industries should be installed on the outskirts of town or cities.
- Ethical guidelines should be approved by government.
- Workers should be trained in the light of hazardous consequences of cement dust.
- Regular health check up of workers should be done to reduce the occupational health issues.
- Green belt development should be encouraged in nearby areas for attenuation of industrial air pollution.

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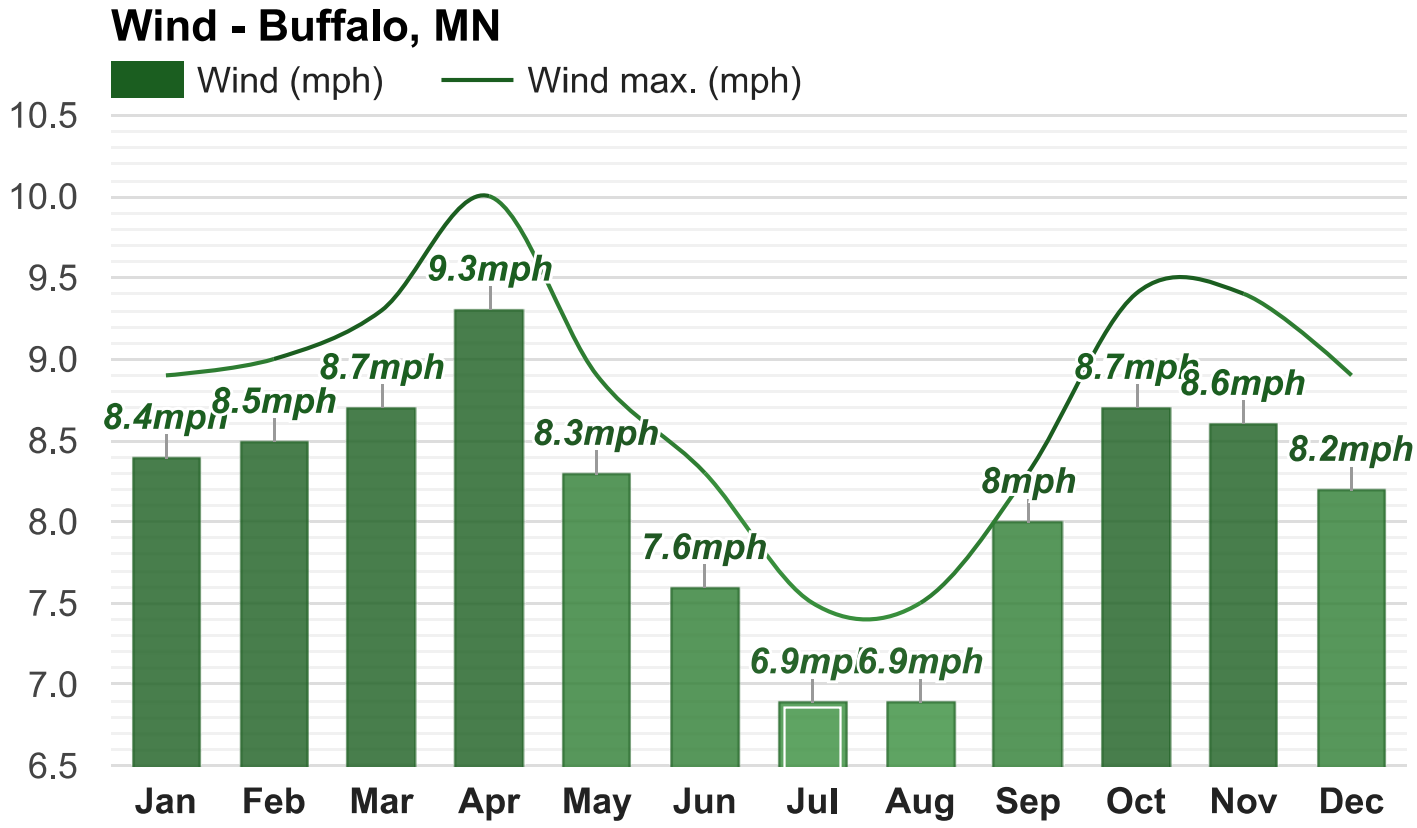
Attachment 6


Wind - Buffalo, MN
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Attachment 7

VERTEX®

October 21, 2021

Steve Garvin
Owner
Garvin Farms, LLC d/b/a Gilchrist Orchard
2629 50th Street NE
Buffalo, MN 55313

RE: Garvin Farms LLC Buffalo, Minnesota Apple Orchard – Crystalline Silica Hazards Associated with Gravel Quarry Activities
VERTEX Project No. 74707

Dear Mr. Garvin:

The Vertex Companies, Inc. (VERTEX) is providing this letter report pertaining to crystalline silica-containing dust hazards associated with gravel pit mining and known human health effects associated with exposure to crystalline silica. This letter report has been generated on behalf of Garvin Farms, LLC to support their objection to a proposed gravel quarry ("pit") that would be located in close proximity to Garvin Farms, LLC apple orchard in Buffalo, Minnesota and to support their plea for the proposed gravel pit to undergo the State of Minnesota Environmental Assessment Worksheet ("EAW") process.

I, Thomas D. Koch, CIH MESPM, serving as VERTEX's Vice President of Industrial Hygiene and Environmental Safety and Health Services, prepared this letter report. The opinions herein are based on my education, training, and experience in the industrial hygiene sector over the past 33 years. A copy of my Curriculum Vitae is annexed herein under Appendix I.

1.0 BACKGROUND

Garvin Farms, LLC ("Garvin Farms") is the owner of a 44-acre apple orchard near Buffalo, MN. According to information provided to VERTEX by Garvin Farms, the proposed gravel pit would be approximately 1000 feet directly west of the Garvin Farms apple orchard. The proposed gravel pit is a 36-acre property located at the northeast corner of Minnesota State Highway 25 and County Road 113.

2.0 CRYSTALLINE SILICA EXPOSURE HAZARDS

Crystalline silica is a common mineral found in the earth's crust. Materials such as sand, stone, concrete, and mortar contain crystalline silica. When materials that contain crystalline silica are cut, grinded, drilled, or crushed, very small dust particles are created that are 100 times smaller than ordinary beach or playground sand.[1] These tiny particles are referred to collectively as

[1] https://www.osha.gov/silica-crystalline

r*espirable* crystalline silica. According to the Occupational Safety and Health Administration ("OSHA"), respirable crystalline silica "…is created when cutting, sawing, grinding, drilling, and crushing stone, rock, concrete, brick, block, and mortar. Activities such as …cutting or crushing stone result in workers exposure to respirable crystalline silica dust."[2] Respirable crystalline silica can travel deep into the lungs of exposed persons and cause silicosis, an incurable and sometimes fatal lung disease. According to OSHA, respirable crystalline silica can also cause "…lung cancer, other debilitating lung diseases such as chronic obstructive pulmonary disease, and kidney disease."[3] There is no doubt and it is widely recognized by the regulatory, occupational safety and health, and medical communities that airborne crystalline silica is a known human health hazard and a known carcinogen.

It is also important to note that the size of dust particulates is a factor in how far dust can travel and also how the size of a dust particle can affect human health. The size of particles is directly linked to their potential for causing health problems.[4] The United States Environmental Protection Agency ("EPA") "…is concerned about particles that are 10 micrometers in diameter or smaller because those are the particles that generally pass through the throat and nose and enter the lungs. Environmental dust is generally termed Particulate Matter ("PM") in regulatory terms. The particles sizes of most concern to human health are those particles that can enter the nose, throat, and lungs. EPA defines Particle Pollution in terms of the size of particles; PM_{10} are inhalable particles with diameters of less than 10 micrometers (approximately $1/7^{th}$ the diameter of a human hair)[5] and smaller, while $PM_{2.5}$ are fine inhalable particles with diameters less than 2.5 micrometers and smaller. According to the US EPA, $PM_{2.5}$, or fine particles, can remain airborne for long periods and travel hundreds of miles. Coarse particles, or the subset of PM_{10} that is larger than 2.5 µm, do not remain airborne as long and their spatial impact is typically limited because they tend to deposit on the ground downwind of emissions sources.[6]

OSHA has promulgated standards to protect the health and safety of workers who are exposed to respirable crystalline silica in general industry and the construction industry. In recent years, OSHA has established a revised National Emphasis Program ("NEP") "…to identify and reduce or eliminate worker exposures to respirable crystalline silica…".[7] As recently as 2017, OSHA revised the silica standards for construction and general industry that lowered the Permissible Exposure Limit ("PEL") for crystalline silica to 50 micrograms per cubic meter (ug/M^3) and also established strict controls, including the use of water curtains, dust control measures, and respiratory protection requirement for workers that are exposed to respirable crystalline silica. The fact that OSHA revised crystalline silica standards for both general industry and the construction industry to include specific requirements in the form of engineering controls for reducing airborne dust, and thus the potential for human exposure, further demonstrates that the Federal Government

[2] https://www.osha.gov/silica-crystalline
[3] https://www.osha.gov/sites/default/files/publications/OSHA3681.pdf
[4] https://www3.epa.gov/region1/eco/uep/particulatematter.html
[5] Report on the Environment https://www.epa.gov/roe/
[6]https://www.eqb.state.mn.us/sites/default/files/documents/2016%20UPDATE%20to%20Tools%20for%20Local%20Govt%20approved%20March%2019___1_5_2017%20update_Final.pdf
[7] https://www.osha.gov/news/newsreleases/trade/02052020

considers airborne crystalline silica a serious human health hazard. It is important to note that OSHA regulations, including the silica standards, apply to workers over the course of an 8-hour workday and does not apply to community settings. In non-occupational settings, such as residential communities, an 8-hour workday standard is not sufficient to protect community members since the source of the silica dust, in this case a proposed gravel quarry, is present 24 hours per day, 7 days per week, and 365 days per year. Whereas workers at a gravel quarry are protected by OSHA and/or Mine Safety and Health Administration regulations and are afforded the use of respirators, community members nearby the proposed quarry would not be expected to nor should they wear respirators to protect themselves from silica dust in and around their homes. For these reasons, some states, including the State of Minnesota, have issued guidance for non-occupational exposures to crystalline silica dust and has also established an airborne crystalline silica health-based value of 3 ug/M^3 (see paragraph below), which is substantially less than the OSHA PEL of 50 ug/M^3.

The State of Minnesota recognizes the human health hazards associated with crystalline silica exposures. In 2013, the Minnesota Legislature passed rules to "…update environmental review rules, provide technical assistance, and develop model standards and criteria to support local units of government as they consider permits for silica sand mining, processing, and transportation in Minnesota."[8] As a result of this legislation, the Minnesota Department of Health ("MDH") was directed to adopt an air quality health-based standard for silica sand. MDH did develop and standard and in July 2013, "MDH completed a review of breathable (respirable) crystalline silica and released an air quality chronic health-based value (HBV) of 3 ug/M^3. MDH developed this guidance because there are no federal or state guidelines or standards for respirable crystalline silica in ambient air."[9] The 3 ug/M^3 HBV standard is much lower than the OSHA standard of 50 ug/M^3 "…due to adjustments for continuous exposure and consideration of uncertain factors to protect sensitive subpopulations in the general population. The HBV protects even the most sensitive people exposed to crystalline silica at any time during their lifetime."[10] The State of Minnesota's HBV of 3 ug/M^3 is nearly seventeen times lower than the OSHA PEL of 50 ug/M^3, clearly indicating that the State of Minnesota recognizes that non-occupational, community exposures to crystalline silica dust present a substantial health risk to humans. The State of Minnesota Environmental Quality Board's document Tools to Assist Local Governments in Planning for and Regulating Silica Sand Projects, dated March 19, 2014 and updated January 5, 2017 states that "Scientific studies have linked short term exposure to elevated PM10 concentrations to decreased lung function, increased respiratory symptoms in children, increased doctor's visits and hospital admissions, and premature death in people with heart or lung disease."[11] The fact that the State of Minnesota recognizes the hazards associated with airborne crystalline silica and enacted legislation and developed standards for non-occupational exposures to crystalline silica demonstrates that the State of Minnesota recognizes the severity of the hazards associated with human exposures airborne crystalline silica.

[8] https://www.health.state.mn.us/communities/environment/hazardous/topics/silica.html#low
[9] Id.
[10] Id.
[11] https://www.eqb.state.mn.us/sites/default/files/documents/2016%20UPDATE%20to%20Tools%20for%20Local%20Govt%20approved%20March%2019___1_5_2017%20update_Final.pdf

3.0 CONCLUSIONS

OSHA clearly recognizes that crushing and transporting stone and rock creates crystalline silica. According to OSHA, respirable crystalline silica "…is created when cutting, sawing, grinding, drilling, and crushing stone, rock, concrete, brick, block, and mortar. Activities such as …cutting or crushing stone result in workers exposure to respirable crystalline silica dust."[12] The fact that the State of Minnesota recognizes the hazards associated with airborne crystalline silica and enacted legislation and developed standards for non-occupational exposures to crystalline silica demonstrates that the State of Minnesota recognizes the severity of the hazards associated with human exposures airborne crystalline silica. As established in this document and supported by the US EPA, Particulate Matter less than 10 micrometers in diameter can travel feet, yards, and miles depending on particle size and wind distribution patterns. Based on the length of travel of Particulate Matter recognized by the US EPA, wind patterns blowing particulate matter containing crystalline silica from the proposed subject gravel quarry site in a west-to-east direction could certainly be expected to reach the Garvin Farms apple orchard property and potentially present a human health hazard to those present on the property.

4.0 LIMITATIONS

Professional opinions presented in this report are based on information made available to VERTEX either by review of data provided by others or data obtained by VERTEX personnel. The opinions that I present in this report are based upon information available to me as of the date of this report. VERTEX reserves the right to amend this report should additional information be made available that warrants such action. I declare under penalty of perjury that everything I have stated in this document is true and correct. Should you have any questions or comments, please contact me at your convenience.

Sincerely,
The Vertex Companies, Inc.

[12] https://www.osha.gov/silica-crystalline

Thomas D. Koch, CIH MS
Vice President, Industrial Hygiene and ESH Services

ATTACHMENT 1

The Vertex Companies, Inc.
vertexeng.com

Expertise

- Indoor Air Quality
- Mold
- Asbestos
- Lead Paint
- Industrial Hygiene
- Litigation Support & Expert Testimony (Air Quality)
- Investigations & Remediation
- O&M Program
- Lead
- Silica Dust

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BIOGRAPHY

Mr. Koch has a dynamic background in the fields of Industrial Hygiene and Environmental Health & Safety, having been employed over 25 years in industry and private practice. Mr. Koch is a Certified Industrial Hygienist with a Master's Degree in Environmental Policy and Management. Prior to joining VERTEX, Mr. Koch was President of Koch Environmental Health, Inc., specializing in the comprehensive fields of Industrial Hygiene and Environmental Safety and Health. Mr. Koch is also an adjunct Professor at the University of Denver teaching in the Environmental Policy and Management Master's Degree program curriculum, with a specialty in Environmental Safety and Health. Master's level courses taught by Mr. Koch include OSHA Law, Workplace Safety Management, and Environmental Safety and Health.

Mr. Koch has been providing industrial hygiene/EHS consulting services to business, government, and private industry for over 25 years. Mr. Koch provides expertise in comprehensive industrial hygiene, regulatory compliance including OSHA and EPA program compliance, HAZWOPER program implementation, asbestos, chemical exposure monitoring (e.g. formaldehyde, hexavalent chromium, cadmium, etc.) waterborne pathogens (Legionella, sewage), wildfire residue sampling assessments (soot/ash/char), bloodborne pathogens and infection control, COVID-19 consulting, hazardous waste, EHS training programs, and construction safety. Mr. Koch is experienced in development and implementation of site-specific Health and Safety Programs (HASPs) for large- and small-scale operations, including government and military institutions.

As an expert, Mr. Koch has provided deposition testimony and written defense response reports. In addition, he has experience serving as an expert for mold / moisture, asbestos and methamphetamine-affected properties.

EDUCATION/TRAINING

M.S., Environmental Policy and Management, University of Denver 1994
B.S., Biology, University of North Dakota, Grand Forks 1986
Biology Studies, University of Wyoming, Laramie 1984

LICENSES/CERTIFICATIONS

Certified Industrial Hygienist (CIH)
Environmental Health and Safety Certificate (Master's Degree Concentration)
Methamphetamine-Affected Property-Certified Consultant
Certified Methamphetamine-Affected Consultant Trainer
Radiation Safety Officer (RSO) Training
NIOSH 582 "Sampling and Evaluating Airborne Asbestos Dust" Method 7400
EPA-Accredited/CDPHE-Certified Asbestos Building Inspector, Asbestos Project Designer, Air Monitoring Specialist
OSHA 1910.120 Hazardous Waste Operations and Emergency Response Training
Mine Safety and Health (MSHA)-certified for underground and surface mines
Principles of Ventilation
Workplace Ergonomics and Human Factors Engineering, NIOSH Sponsorship
U.S. Nuclear Regulatory Commission License

VERTEX

ASSOCIATIONS

American Industrial Hygiene Association
American Conference of Governmental Industrial Hygienists
Rocky Mountain Section, AIHA

PUBLICATIONS/PRESENTATIONS

Clandestine Methamphetamine Laboratory Assessment and Remediation Guidance, (Principle Author) American Industrial Hygiene Association, 2007)

Summary of Expert Witness Reporting and Deposition/Trial Testimony

Expert Witness File Review / Testimony pending (October, 2020 - Pending)
Adkins vs. Brand Insulations, Inc.
Project: Varied across US
Services: Certified Industrial Hygienist Expert, Asbestos Exposure
Retained by: Norris, Choplin, Schroeder, LLP on behalf of Brand Insulations, Inc.
VERTEX No. 66898

Expert Witness File Review / Testimony pending (May, 2020 - Pending)
Tri-North Builders, Inc. vs. Steadfast Insurance Company
Project: Home2Suites, 2150 Rimrock Road, Madison, Wisconsin
Services: Certified Industrial Hygienist Expert, Mold-related
Retained by: Cozen O'Connor on behalf of Zurich Insurance
VERTEX No. 63999

Expert Witness File Review / Testimony pending (June, 2020 - Pending)
Maples vs. Henry County Water Company and Alliance Resources
Project: 156 S.E. 180 Road, Clinton, Missouri
Services: Certified Industrial Hygienist Expert, Bacteria in Water
Retained by: Franke, Schultz, and Mullen on behalf of Henry County Water Company
VERTEX No. 64180

Expert Report (September 3, 2020)
JRust Ventures, LLC dba Restoration1 of Central Denver vs. Stathes
Project: 6229 S. Fenton Ct., Littleton, Colorado
Services: Certified Industrial Hygienist Expert Report, Asbestos
Retained by: Dewhurst and Dolven, LLC on behalf of JRust Ventures dba Restoration1 of Central Denver
VERTEX No. 65477

Deposition Testimony (September 18, 2020 – Trial Pending)
Lovers Tradition II, LP vs. LG Electronics USA/Texas Air Systems/City Wide Mechanical/Four Suns Construction
Project: Lovers Tradition Assisted Living/Independent Living Facilities, Dallas, Texas
Services: Certified Industrial Hygienist Expert, airborne VOC concentrations
Retained by: Parsons, McEntire, McCleary PLLC
VERTEX No. 59519

Expert Witness File Review (September, 2020)
Dream Finder Homes vs. Weyerhaeuser
Project(s): Multiple Single-family homes, Colorado
Services: Certified Industrial Hygienist Expert Review, Formaldehyde-related
Retained by: Holland & Knight on behalf of Wonderland Homes
VERTEX No. 62918

Expert Report (October 28, 2020)
Kushner vs. D&S Restoration, Inc.
Project: 77 Lexington Ave., Maplewood, New Jersey
Services: Certified Industrial Hygienist Expert Report, Asbestos
Retained by: Maron, Marvel, Bradley, Anderson & Tardy, LLC on behalf of D&S Restoration, Inc.
VERTEX No. 66455

Expert Report (July 13, 2020)
Villafana / Rowley vs. Nemit Development, LLC / Jeff Manley
Project: 636 Cherry St., Denver, Colorado
Services: Certified Industrial Hygienist Expert Report, Asbestos
Retained by: Montgomery, Little and Soran PC on behalf of Nemit Development / Jeff Manley
VERTEX No. 64562

Expert Report (December 12, 2019)
Smith / Eddings vs. 3H2O dba SERVPRO of Denver East, Inc.
Project: 6652 Zinnia St., Arvada, Colorado
Services: Certified Industrial Hygienist Expert Report, Asbestos
Retained by: Hall & Evans on behalf of 3H2O dba SERVPRO of Denver East, Inc..
VERTEX No. 61172

Expert Report (October 29, 2019)
McPhaul / Newman-Dilfer vs. Earth Energy and Environment Corporation
Project: 123 Archer Place, Denver, Colorado
Services: Certified Industrial Hygienist Expert Report, Asbestos
Retained by: Gordon, Rees, Scully and Mansukhani on behalf of Earth Energy and Environment Corp.
VERTEX No. 59625

Expert Report (June 28, 2019)
Hodgson vs. Brand Insulations, Inc.
Project: Varied across US
Services: Certified Industrial Hygienist Expert, Asbestos Exposure
Retained by: Marshall, Dennehey, Warner, Coleman and Goggin on behalf of Brand Insulations, Inc.
VERTEX No. 57711

Expert Report (May 7, 2019)
Welch vs. Phillip Daniel dba Worth Construction Company et. al.
Project: 7132 Blossom Circle, Chattanooga, Tennessee
Services: Certified Industrial Hygienist Expert Report, Crystalline Silica
Retained by: Glassman, Wyatt, Tuttle and Cox PC on behalf of Philip Daniel dba Worth Construction Co. et. al.
VERTEX No. 53705

Expert Report (January 25, 2019)
Pfeifer vs. Kean Enterprises, Inc. dba Service Master Cleaning and Restoration Services, The Service Master Company, LLC, The Service Master Consumer Services, LP

Project: 3 Beardsly Court, West Windsor Township, New Jersey
Services: Certified Industrial Hygienist Expert Report, Mold-related
Retained by: Fishman, McIntyre, Berkeley, Leving and Samansky, PC on behalf of Kean Enterprises, Inc. dba Service Master Cleaning and Restoration Services, The Service Master Company, LLC, The Service Master Consumer Services, LP
VERTEX No. 54610

Expert Report (July 24 2018)
Collins vs. Real Property Management and See Me Solar
Project: 4455 West Ponds Circle, Littleton, Colorado
Services: Certified Industrial Hygienist Expert Report, Asbestos
Retained by: Senter, Goldfarb and Rice, LLC on behalf of Collins
VERTEX No. 51176

Expert Report (March 27, 2018)
Lilly et. al. vs. Meritage Homes of Colorado, Inc.
Project: 1633 Dorothy Circle, Longmont, Colorado
Services: Certified Industrial Hygienist Expert Report, Mold-related
Retained by: Jensen Dulaney, LLC on behalf of Meritage Homes of Colorado et. al.
VERTEX No. 47451

Expert Report and Deposition Testimony (November 8, 2018)
Riley vs. Atmos Energy Corporation / Strike LLC dba Strike Construction, LLC / DKM Enterprises, LLC
Project: 6242 Lake Creek Drive, Riesel, Texas
Services: Certified Industrial Hygienist Expert Report and Deposition, Asbestos Contamination
Retained by: Kershaw Anderson, PLCC and Spencer Fane, LLP on behalf of Atmos Energy Corporation / Strike LLC dba Strike Construction, LLC / DKM Enterprises, LLC
VERTEX No. 49522

Expert Testimony (2014)
Allen vs. Force
Project: 270 S. Tejon St., Colorado Springs, Colorado
Services: Methamphetamine-affected Property Expert, CIH
Retained by: Steve Ray Law Firm on behalf of Allen (Plaintiffs)

Expert Report (August 26, 2013)
Chapin vs. Swift Enterprises / Horizon Restoration / Instar Services Group / Sterling Park Condo Association, Inc.
Project: 2124 E. 17th Street, Denver, Colorado
Services: Certified Industrial Hygienist Expert Report and Deposition, Asbestos
Retained by: Wood, Smith, Henning and Berman, LLP on behalf of Swift Enterprises, et. al.

Expert Depostion
Mastertech Restoration, LLC vs. Proprietas Investments, LLC et. al
Project: Denver, Colorado
Services: Certified Industrial Hygienist Expert Report and Deposition, Asbestos
Retained by:
VERTEX No.

Expert Report (March 11, 2011)
Harmata vs. Allstate Insurance
Project: Address Undisclosed, Denver, Colorado
Services: Certified Industrial Hygienist Expert Report and Deposition, Asbestos

Retained by: The Law Offices of Samuel Livingston, LP

Expert Deposition (September 11, 2011)
Sandstone Ridge Homeowner's Association vs. Sandstone Ridge, Inc. et. al.
Project: Sandstone Ridge Condominiums, Rapid City, South Dakota
Services: Certified Industrial Hygienist Expert Report and Deposition, Mold-related
Retained by: Lynn, Jackson, Schultz and Lebrun, PC on behalf of Sandstone Ridge HOA

Summary of Selected Project Work Experience

Asbestos Project Management | Confidential Aerospace Company, Colorado
Mr. Koch has been the Asbestos Program Manager for a large aerospace company located in Littleton, Colorado since approximately 1995. Mr. Koch has coordinated and performed asbestos sampling, asbestos abatement project designs, and managed/coordinated asbestos abatement and final clearance of dozens of large-scale and small-scale asbestos abatement projects.

Asbestos Project Management | Freeport MacMoRan, Various Mine Sites, Colorado
Mr. Koch has been the Asbestos Program Manager for Freeport MacMoRan since approximately 1995. Mr. Koch has coordinated and performed asbestos sampling, asbestos abatement project designs, and managed/coordinated asbestos abatement and final clearance of dozens of large-scale and small-scale asbestos abatement projects and has acted as the Owner's representative during this time.

Asbestos Project Management | Lexmark International, Longmont, Colorado
Mr. Koch has been the Asbestos Program Manager for Lexmark located in Longmont, Colorado since approximately 1998. Mr. Koch has coordinated and performed dozens of asbestos sampling projects. asbestos abatement project designs, and managed/coordinated asbestos abatement and final clearance of dozens of large-scale and small-scale asbestos abatement projects.

Asbestos Abatement Project Oversight | Johns Manville Corporation, Colorado
Mr. Koch was the Asbestos Project Manager during renovation of the Johns Manville manufacturing facility in Littleton Colorado from 2018-2021. Mr. Koch coordinated an asbestos identification survey of the 200,000 facility, developed the asbestos project design, and led a team of asbestos professionals and abatement contractors during coordinated abatement of varied asbestos-containing materials in order to facilitate renovation of the office areas and manufacturing areas of the plant.

Asbestos Project Management | Envirofinance Group, Denver, Colorado
Mr. Koch was the Asbestos Program Manager for decommissioning and demolition of the former ASARCO Globeville facility located in Denver, Colorado. Mr. Koch conducted an asbestos survey, hazardous materials survey, and PCB sampling at the former ASARCO smelter plant. The plant consisted of 30 plus structures and a smokestack that all had varying levels of abatement of hazardous materials, asbestos, and PCBs and were scheduled for demolition. Mr. Koch coordinated the contractor bid process, selection of abatement contractors, and oversight of abatement and Industrial Hygiene services as the Owner's representative during complete demolition of the structures on the plant site.

Mold-related evaluation | Confidential Insurance Company, Puerto Rico
Commercial strip mall portfolio properties affected by Hurricane Maria, Puerto Rico. Two commercial strip mall properties for confidential insurance company. Mold/moisture-related evaluations and mitigation scope of work development. Determine the extent of mold-affected building damage and develop mitigation plan for owner. December 2017.

Mold/Moisture-related evaluation by CIH | Confidential Insurance Company, Puerto Rico

Commercial office tower affected by Hurricane Maria, San Juan Puerto Rico. Evaluate mitigation scope of work prepared by others and evaluate proposed contractor mitigation costs for 18-story commercial office structure with extensive storm damage. Work performed for confidential insurance carrier. November 2017 – present.

Mold/Moisture-related evaluation by CIH | Confidential Insurance Company, Puerto Rico

Five-building, 3-story resort condominium complex affected by Hurricane Maria, Puerto Rico. Evaluate mitigation scope of work prepared by others and evaluate proposed contractor mitigation costs for 18-story commercial office structure with extensive storm damage. Work performed for confidential insurance carrier. November 2017 – present.

Mold/Moisture-related evaluation by CIH | Confidential Insurance Company, Puerto Rico

3-story municipal hospital structure affected by Hurricane Maria, Puerto Rico. Evaluate mitigation scope of work prepared by others and evaluate proposed contractor mitigation costs for 3-story municipal hospital structure with extensive storm damage. Work performed for confidential insurance carrier. November 2017 – present.

Mold mitigation evaluation by CIH | Sandstone Ridge Condominiums, Rapid City SD

Sandstone Ridge Condominiums, Rapid City, South Dakota. Conducted evaluation of mold mitigation activities being conducted on the exterior EFIS of the 126-unit condominium complex. Project involved potential litigation between the builder and the HOA whereby the builder claimed that mold mitigation actions being taken were un-necessary. Thomas Koch role was to evaluate and document that mold mitigation actions were being conducted appropriately and using customary, industry-accepted controls and practices. July 2010 – May 2011.

Site Health and Safety Officer | PCHEM Puerto Rico Site Health and Safety Officer

Duties performed by Mr. Koch at the site including conducting contractor safety audits, acting as site Health and Safety Officer during pilot testing of the soil- and groundwater treatment technologies, and serving at site Health and Safety Officer during upgrades/modifications performed by construction sub-contractors performing the work. Mr. Koch assisted in conducting initial site safety training and conducted daily tailgate safety meetings and documentation on behalf of PEI and Chevron Phillips. Mr. Koch is familiar with current personnel working at the site and is knowledgeable about the worksite hazards and controls unique to this site. Working together, during Mr. Koch's time working on the site, there have been no injuries or illnesses. This is the direct result of his knowledge of the unique risks at the site and the effective approaches to be used to manage these risks.

Site Health and Safety Officer | Rocky Mountain Arsenal Water Lab and Pond Closure

Duties performed by Mr. Koch at the site including acting as site Health and Safety Officer during removal of chemical-contaminated pond liners and demolition of the laboratory structure. The site was a former chemical and nuclear weapons plant. Mr. Koch assisted in conducting initial site safety training and conducted daily tailgate safety meetings and documentation on behalf of the Federal Department Fish and Wildlife. Mr. Koch also performed personal exposure and perimeter/area air monitoring for chemicals of concern at the site.

Attachment 8

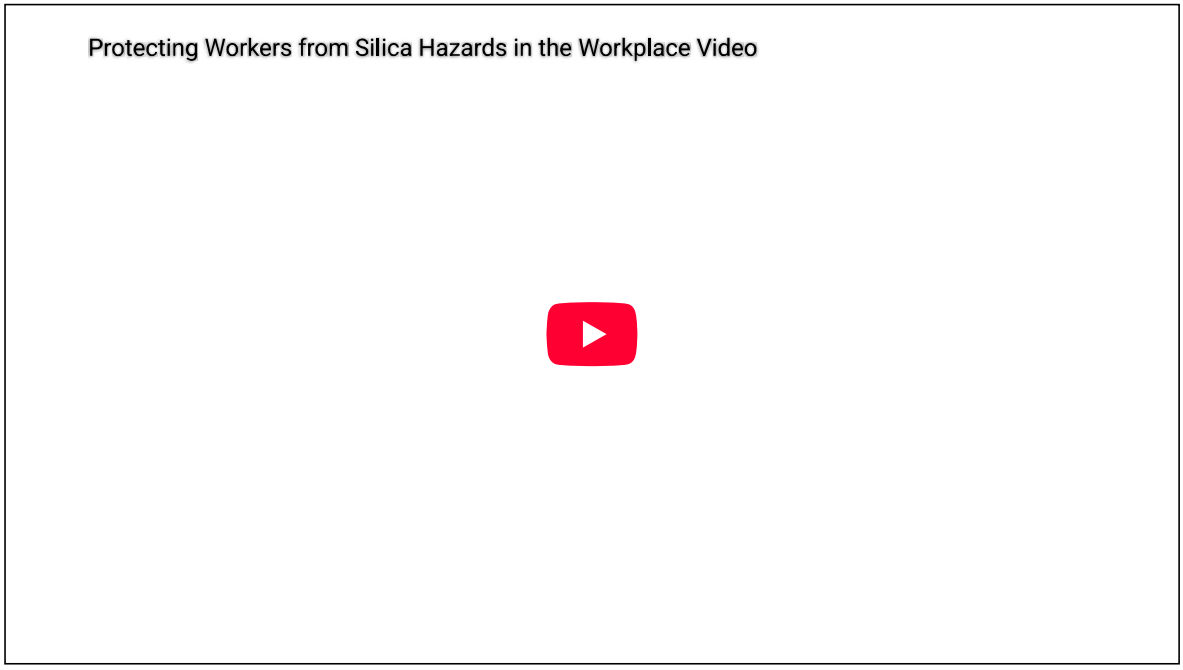
Silica, Crystalline

Silica, Crystalline Menu

Workers' Rights

Health Effects

Health Effects Information | Health Effects Resources



Protecting Workers from Silica Hazards in the Workplace Video

An introduction on the hazards of exposure to respirable crystalline silica.

Breathing in very small ("respirable") crystalline silica particles, causes multiple diseases, including silicosis, an incurable lung disease that leads to disability and death. Respirable crystalline silica also causes lung cancer, chronic obstructive pulmonary disease (COPD), and kidney disease. Exposure to respirable crystalline silica is related to the development of autoimmune disorders and cardiovascular impairment. These occupational diseases are life-altering and debilitating disorders that annually affect thousands of workers across the United States.

Silicosis

Breathing crystalline silica dust can cause silicosis, which in severe cases can be disabling, or even fatal. When silica dust enters the lungs, it causes the formation of scar tissue, which makes it difficult for the lungs to take in oxygen. There is no cure for silicosis.

Silicosis typically occurs after 15–20 years of occupational exposure to respirable crystalline silica. Symptoms may or may not be obvious; therefore, workers need to have a chest x-ray to determine if there is lung damage. As the disease progresses, the worker may experience shortness of breath upon exercising. In the later stages, the worker may experience fatigue, extreme shortness of breath, chest pain, or respiratory failure.

Because silicosis affects the immune system, exposure to silica increases the risk of lung infections, such as tuberculosis. In addition, smoking causes lung damage and adds to the damage caused by breathing silica dust.

In rare instances, individuals exposed to very high concentrations of respirable crystalline silica can develop typical silicosis symptoms as well as fever and weight loss within weeks instead of years. In these cases, medical evaluation should be performed as soon as possible.

Lung Cancer

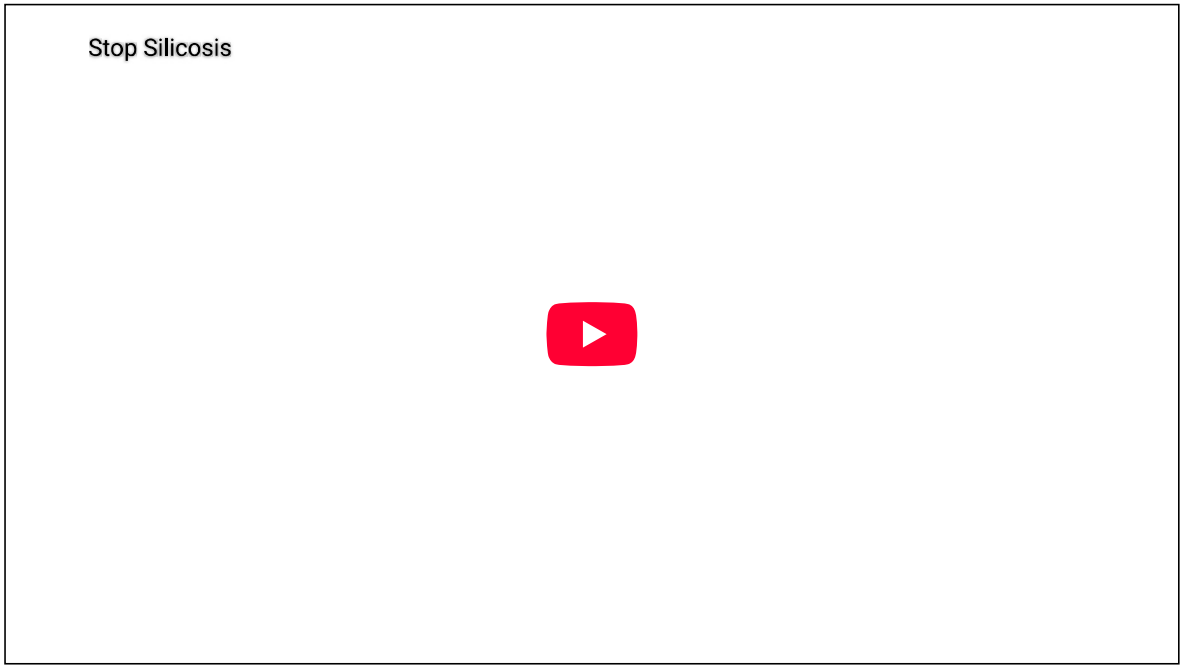
Exposure to respirable crystalline silica increases the risk of developing lung cancer. Lung cancer is a disease where abnormal cells grow uncontrollably into tumors, interfering with lung function. The abnormal cancer cells can also travel ("metastasize") and cause damage to other parts of the body. Most cases are not curable.

Chronic Obstructive Pulmonary Disease (COPD)

Exposure to respirable crystalline silica increases the risk of other lung diseases, primarily COPD, which includes emphysema and chronic bronchitis. The main symptom of COPD is shortness of breath due to difficulty breathing air into the lungs. COPD is not usually reversible and may worsen over time.

Kidney Disease

Studies of workers exposed to respirable crystalline silica have found that these workers are at increased risk of developing kidney disease. For instance, kidney failure has been observed among workers with high silica exposure, such as in abrasive blasters who also were suffering from silicosis.



1938 "Stop Silicosis" Video

The hazard of respirable crystalline silica exposure has been known for decades. This 1938 video features former Secretary of Labor, Frances Perkins (1933-1945), and describes both the hazards associated with silica exposure and the U.S. Department of Labor's early efforts to ensure safe and healthful working conditions for America's working men and women. Although tremendous progress has been made since this video was produced, evidence indicates that a substantial number of workers still suffer from silica-related diseases. This video is available for download at http://archive.org/details/StopSilicosis

2016 "Stop Silicosis" Video.

An introduction to the respirable crystalline silica standards impact on worker health.

U.S. DEPARTMENT OF LABOR

Occupational Safety and Health Administration
200 Constitution Ave NW
Washington, DC 20210
1-800-321-OSHA
1-800-321-6742
www.osha.gov

Attachment 9

Respiratory and Allergic Immune Response Impacts of Gravel Pit / Quarry Operations on Adjacent Land / Properties

Calculations for 10 µm Particles:

Dust of this size is the median inhalable diameter specified by the EPA. “The EPA describes inhalable dust as that size fraction of dust which enters the body, but is trapped in the nose, throat, and upper respiratory tract.” The terminal velocity of this size of particle is calculated to be 7.53E-03 m/s using Stokes Law for Fluid-Particle Forces, in the conditions specified previously.

It will therefore take 664 seconds for these particles to fall from a height of 5 meters (16.4 feet).

Wind Speed	Travel Distance
5 km/h (3.1 mph)	0.9 km (.55 mile)
10____(6.2 mph)	1.8 (1.1 miles)
20____(12.4 mph)	3.7 (2.3 miles)
40____(24.8 mph)	7.4 (4.6 miles)
60____(37.3 mph)	11.1 (6.9 miles)
80____(49.7 mph)	14.8 (9.2 miles)

Calculations for 5 µm Particles:

Dust of this size falls within the respirable dust range as specified by the EPA. Respirable dust refers to those dust particles that are small enough to penetrate the nose and upper respiratory system and deep into the lungs. Particles that penetrate deep into the respiratory system are generally beyond the body's natural clearance mechanisms of cilia and mucous and are more likely to be retained

The terminal velocity of this size of particle is calculated to be 1.91E-03 m/s using Stokes Law for Fluid-Particle Forces, in the conditions specified previously.

It will therefore take 2,612 seconds for these particles to fall from a height of 5 meters (16.4 feet).

Wind Speed	Travel Distance
5 km/h (3.1 mph)	3.6 km (2.2 miles)
10____(6.2 mph)	7.3 (4.5 miles)
20____(12.4 mph)	14.5 (9 miles)
40____(24.8 mph)	29.0 (18 miles)
60____(37.3 mph)	43.5 (27 miles)
80____(49.7 mph)	58.1 (36.1 miles)

Conclusion:

Using EPA inhalable dust and Stokes Law for Fluid Particle Forces definitions and calculations, by varying the dust particulate particle size, wind speed, and release height, respirable dust can, and will, impact areas just about anywhere directionally downwind from a gravel pit’s operational activities, unquestionably posing health risks and bearing an impact on adjacent properties, including to residential and school facilities areas and occupants, and particularly on sensitive and vulnerable adults, seniors, and children.

The Effect of Particles on Allergic Immune Responses

http://toxsci.oxfordjournals.org/content/65/1/7.full (including impacts/effects of airborne sulfur (SO2) and silica particulates/particles)

-

http://oehha.ca.gov/air/pdf/oehhaso2.pdf (sulfur specific)

> Prior to 1980, controlled exposures of human subjects to SO2 had involved only healthy subjects. In general these studies did not find adverse respiratory effects even at concentrations of 13 ppm (Frank et al, 1962).
>
> **In 1980 and 1981, Koenig et al (1980; 1981) and Sheppard et al (1980; 1981) published the results of controlled SO2 exposures in both adolescent and adult subjects with asthma. *The studies by Koenig and Sheppard found that people with asthma were extremely sensitive to inhaled SO2 and therefore may be at increased risk for adverse respiratory effects in communities where SO2 concentrations are elevated even for short periods of time.***

Small particles are the most dangerous

[2768]
Because of the size of the particle, they can penetrate the deepest part of the lungs. Larger particles are generally filtered in the nose and throat and do not cause problems, but particulate matter smaller than about 10 micrometers can settle in the bronchi and lungs and cause health problems. Similarly, particles smaller than 2.5 micrometers tend to penetrate into the gas-exchange regions of the lung, and very small particles ($\leq$ 100 nanometers) may pass through the lungs to affect other organs. Particles smaller than 100 nanometers can pass through cell membranes and migrate into other organs, including the brain. It has been suggested that particulate matter can cause similar brain damage as that found in Alzheimer patients. Particles emitted from modern diesel engines are typically in the size range of 100 nanometers. In addition, these soot particles also carry carcinogenic components like benzopyrenes adsorbed on their surface.

Long-term exposure to fine particulate

[2769]
Pope and colleagues 2002 found that particles smaller than 2.5 micrometers leads to high plaque deposits in arteries, causing vascular inflammation and atherosclerosis. Fine particulate and sulfur oxide-related pollution were associated with all-cause, lung cancer, and cardiopulmonary mortality. The authors concluded that long-term exposure to combustion-related fine particulate air pollution is an important environmental risk factor for cardiopulmonary and lung cancer mortality. The authors stress that the legislative limits for engines are unsuitable to protect against particulate matter.

Toxicology of particulate matter

[2770]
According to Valavanides and colleagues 2008, the inflammatory injury, oxidative damage, and other biological effect are stronger for fine and ultrafine particles, such those from exhaust particles from motor vehicles because they can penetrate deeper into the airways of the respiratory tract. These particles pollute urban areas. The authors call for studies on the cytotoxic and carcinogenic mechanisms of particulate matters in the lungs. They stress the importance to understand the formation of particulate matter by internal combustion engines and other sources.

One of the single most useful reference on fugitive emissions is "Fugitive Emissions and Controls, by Hesketh and Cross, 1983, and this work focused on dust. They mention primary fugitive dust sources as being unpaved roads; mining, excavating, crushing operations; and heavy construction operations as the first, fourth, and sixth primary sources. Of particular interest is their citing EPA's emissions study showing that automobiles on unpaved roads may produce up to 75 pounds of fugitive dust per vehicle mile traveled (VMT). The EPA developed an emission factor for vehicles on unpaved roads*:

$$E = (0.81)\,(s)\left(\frac{S}{30}\right)\left(\frac{365 - w}{365}\right)$$

Where E = lb of fugitive emissions / VMT
s = silt content of road surface material, %
S = average vehicle speed, mph
w = mean annual number of days with 0.01 in. or more of rainfall

Hesketh and Cross also cite an expert as stating that this equation might be modifiable for trucks on haul roads by pro-rating for truck tire surface.

Attachment 10

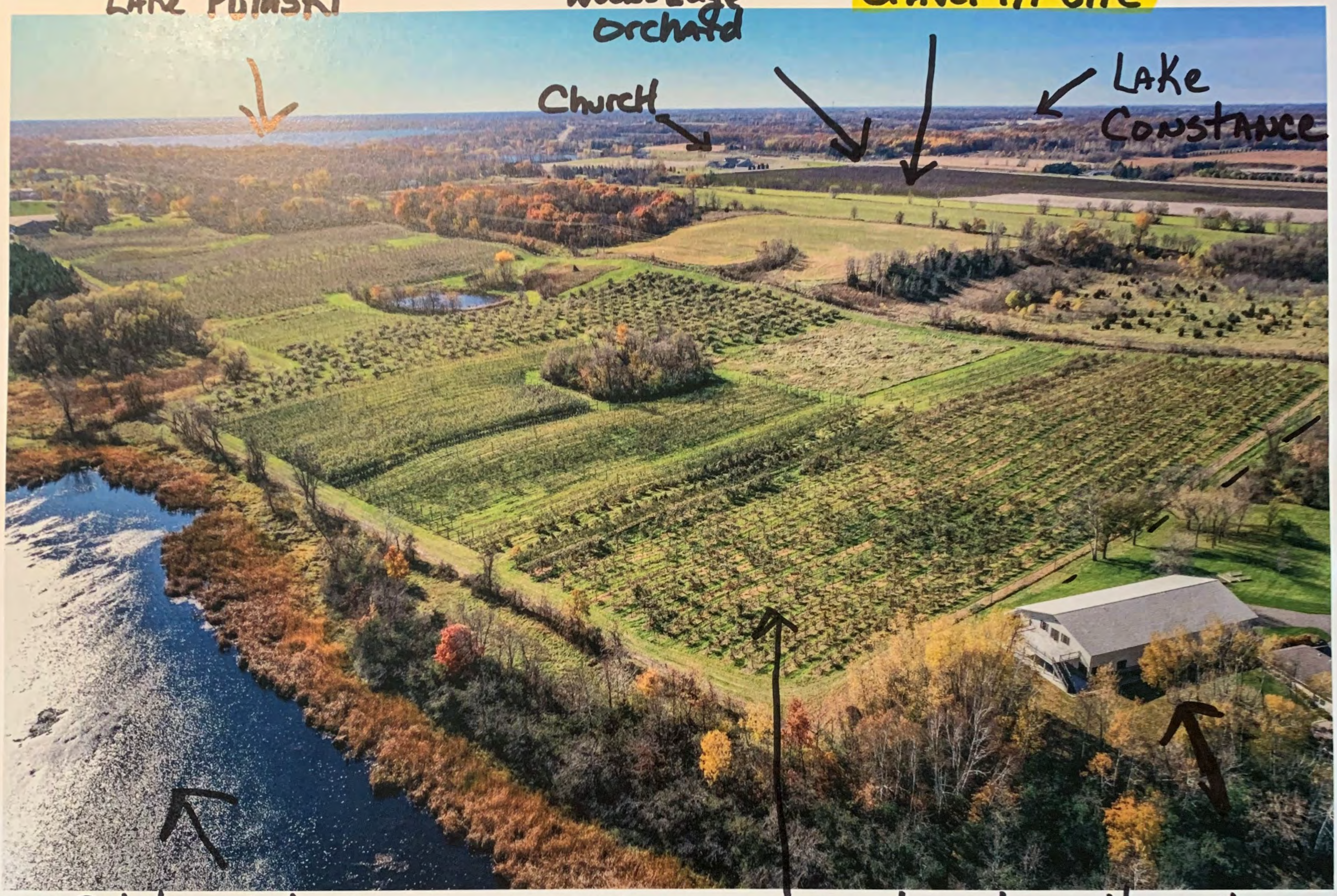

Lake Pulaski
Wood's Edge Orchard
Church
Proposed Gravel Pit Site
Lake Constance
Gilchrist Lake
Gilchrist-Orchard
Newport

Exhibit C

Wright County, MN

Summary

Parcel ID	202000043205
Property Address	
Sec/Twp/Rng	04-120-025
Brief Tax Description	SECT-04 TWP-120 RANGE-025 UNPLATTED LAND BUFFALO TWP THAT PART OF THE WEST HALF OF THE SOUTHWEST QUARTER AND THAT PART OF THE WEST HALF OF THE NORTHWEST QUARTER, ALL IN SECTION 4, TOWNSHIP 120, RANGE 25, WRIGHT COUNTY, MINNESOTA, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID WEST HALF OF THE SOUTHWEST QUARTER; THENCE SOUTH 89 DEGREES 22 MINUTES 56 SECOND (Note: Not to be used on legal documents)
Class	101 - 2A/1B/4BB AGRICULTURAL
District	(1801) TOWN OF BUFFALO-0877
School District	0877 (Note: Class refers to Assessor's Classification Used For Property Tax Purposes)
Abstract/Torrens	ABSTRACT

Sales

Multi Parcel	Instr Type	Qualified Sale	Sale Date	Book	Page	Sale Type	Buyer	Seller	Sale Price	Adjusted Sale Price	eCRV #	eCRV	Sale Type	S.S. Rcmd.	S.S. Rjt. Rsn.	Transact Num
N	OT	U	7/28/2021			I-Improved	MBE INC	VENTURES WEST LLC	$339,043	$339,043		1297983	I		02-RELATIVES	
N	WD	U	12/15/2020			V-Vacant	VENTURES WEST, LLC	THE FRED AND IRMINA HOLTHAUS LIMITED PAR	$145,000	$145,000		1198720	V		16-SPLIT OR M	

Valuation

		2025 Assessment	2024 Assessment	2023 Assessment	2022 Assessment	2021 Assessment
+	Estimated Land Value	$210,400	$200,300	$174,300	$159,500	$141,300
+	Estimated Building Value	$0	$0	$0	$0	$0
+	Estimated Machinery Value	$0	$0	$0	$0	$0
=	**Total Estimated Market Value**	**$210,400**	**$200,300**	**$174,300**	**$159,500**	**$141,300**
%	Change	5.04%	14.92%	9.28%	12.88%	1.07%

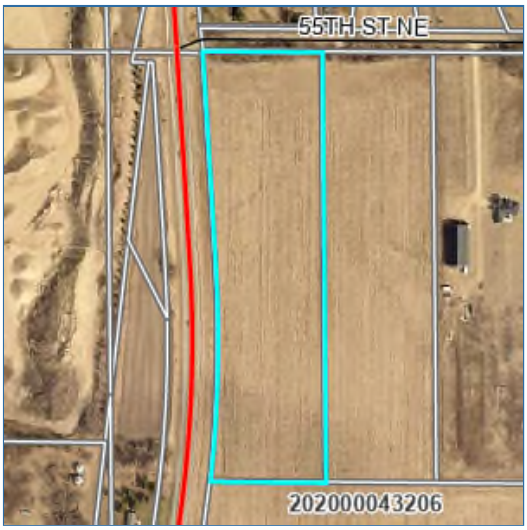
Taxation

Click here to view Taxation Information for this parcel

Taxes Paid

Click here to view Taxes Paid for this parcel

Map



No data available for the following modules: Sketches.

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Last Data Upload: 11/14/2025, 11:42:47 AM

Contact Us

Developed by
SCHNEIDER GEOSPATIAL

Wright County, MN

Summary

Parcel ID	202000043204
Property Address	
Sec/Twp/Rng	04-120-025
Brief Tax Description	SECT-04 TWP-120 RANGE-025 UNPLATTED LAND BUFFALO TWP THAT PART OF THE WEST HALF OF THE SOUTHWEST QUARTER AND THAT PART OF THE WEST HALF OF THE NORTHWEST QUARTER, ALL IN SECTION 4 TOWNSHIP 120, RANGE 25, WRIGHT COUNTY, MINNESOTA, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID WEST HALF OF THE SOUTHWEST QUARTER; THENCE SOUTH 89 DEGREES 22 MINUTES 56 SECONDS (Note: Not to be used on legal documents)
Class	101 - 2A/1B/4BB AGRICULTURAL
District	(1801) TOWN OF BUFFALO-0877
School District	0877 (Note: Class refers to Assessor's Classification Used For Property Tax Purposes)
Abstract/Torrens	ABSTRACT

Sales

Multi Parcel	Instr Type	Qualified Sale	Sale Date	Book	Page	Sale Type	Buyer	Seller	Sale Price	Adjusted Sale Price	eCRV #	eCRV	Sale Type	S.S. Rcmd.	S.S. Rjt. Rsn.	Transact Num
N	WD	Q	2/5/2021			V-Vacant	MBE, INC.	JURMU,JAMES & BARBARA L.	$156,000	$156,000		1214165	V		NA-NOT APPLIC	
N	WD	U	8/28/2020			V-Vacant	JURMU,JAMES	THE FRED AND IRMINA HOLTHAUS LIMITED PAR	$145,000	$145,000		1142417	V		16-SPLIT OR M	

Valuation

		2025 Assessment	2024 Assessment	2023 Assessment	2022 Assessment	2021 Assessment
+	Estimated Land Value	$210,100	$200,100	$174,100	$159,300	$141,100
+	Estimated Building Value	$0	$0	$0	$0	$0
+	Estimated Machinery Value	$0	$0	$0	$0	$0
=	**Total Estimated Market Value**	**$210,100**	**$200,100**	**$174,100**	**$159,300**	**$141,100**
%	Change	5.00%	14.93%	9.29%	12.90%	0.86%

Taxation

Click here to view Taxation Information for this parcel

Taxes Paid

Click here to view Taxes Paid for this parcel

Map

No data available for the following modules: Sketches.

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RESOLUTION #22-53
BOARD OF WRIGHT COUNTY COMMISSIONERS

DATE ADOPTED:
September 27, 2022

Christine Husom	District 1
Darek Vetsch	District 2
Mark Daleiden	District 3
Mary Wetter	District 4
Michael Kaczmarek	District 5

RESOLUTION #22-53

In the Matter of the Determination of Need for an Environmental Impact Statement (EIS) for MBE, Inc. Sand and Gravel Mine, Wright County, Minnesota.

FINDINGS OF FACT, CONCLUSIONS AND ORDER FOR EIS NEED DETERMINATION IS NOT WARRANTED

Motion by Commissioner Mary Wetter **Seconded by Commissioner** Mark Daleiden

Roll Call Vote:

	YES	ABSENT	NO	ABSTAIN
HUSOM	X			
VETSCH		X		
DALEIDEN	X			
WETTER	X			
KACZMAREK	X			

STATE OF MINNESOTA)
ss.
County of Wright)

I, Lee Kelly, duly appointed and qualified County Administrator 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 the 27th day of September, 2022, now on file in my office, and have found the same to be a true and correct copy thereof.

Witness my hand and official seal at Buffalo, Minnesota, this 27th day of September, 2022.

Lee Kelly

Lee Kelly, County Administrator

Version 2

WRIGHT COUNTY
BOARD OF COMMISSIONERS

In the Matter of the Determination of Need for an Environmental Impact Statement (EIS) for MBE Sand and Gravel Mine, Wright County, Minnesota.

FINDINGS OF FACT, CONCLUSIONS AND ORDER FOR EIS NEED DETERMINATION IS NOT WARRANTED

This matter came before the Wright County Board of Commissioners at a regular meeting held on September 27, 2022.

STATEMENT OF ISSUE

MBE is proposing to mine sand and gravel from a parcel of real property.. This nonmetallic mineral mine, producing construction sand and gravel, is located in Buffalo Township, Wright County.

The Wright County Board of Commissioner's after receiving a citizen's petition order a discretionary Environmental Awareness Worksheet ("EAW")

The Boards decision in this matter shall be either a negative or positive declaration of the need for an EIS. The Board must order an EIS for the project if it determines the project will have the potential for significant environmental effects (MN Rules 4410.1700).

Based on the information in the record, which is comprised of the EAW for the proposed project, written comments received and responses to the comments, the Board makes the following Findings of Fact and Conclusions:

FINDINGS OF FACT

Any findings that might properly be termed conclusions and any conclusions that might properly be termed findings are hereby adopted as such.

Project Description

The MBE Sand and Gravel Mine is proposed on 35.70 acres of land along Highway 25 north of the City of Buffalo in Buffalo Township, Wright County, Minnesota. The proposed project will include sand and gravel mining, a small or intermittent wash plant, occasional concrete/asphalt crushing/recycling, stormwater management, and berms adjacent to property boundaries. Project operations will convert about 21.65 acres of cropland and 0.21 acre of trees to aggregate mining, grassed berms, access road, and stormwater basin at any one time. Over time, about 33.10 acres of cropland will be converted to sand and gravel operations, but farming will continue on part of the area during early operations and part of the area will be restored to farmland before the project reaches final stages.

Site Description and Existing Conditions

The project area is currently used for cropland and has been in agricultural use for decades. The project area is about 94% cropland, 3% grass, 2% impervious, and 1% trees. Soils include mostly sandy loams, loams, and fine sands. The site has 12 feet of topographic relief and slopes no steeper than 5%. The project is located on a local drainage divide between the Pelican Lake and Mill Creek subwatersheds.

Decision Regarding the Potential for Significant Environmental Effects

Minnesota Rules 4410.1700, Subp. 7 lists four criteria that shall be considered in deciding whether a project has the potential for significant environmental effects. Those criteria and the County's findings are presented below.

A. Type, Extent, and Reversibility of Environmental Effects

Minnesota Rules 4410.1700 Subp. 7 (A) indicates the first factor that the County must consider is the "type, extent, and reversibility of environmental effects." The County's findings are set forth below.

1. **Cover Types**. Project operations will convert about 21.65 acres of cropland and 0.21 acre of trees to aggregate mining, grassed berms, access road, and stormwater basin at any one time. Over time, about 33.10 acres of cropland will be converted to sand and gravel operations, but farming will continue on part of the area during early operations and part will be restored to farmland before the project reaches final stages. After mining, the site will be restored to cropland, similar to today's existing conditions.

2. **Land Use.** The Wright County Zoning Map shows the project area zoned General Agriculture (AG). Mining and extraction is a conditional use in the General Agriculture zoning district. The project area is not within or adjacent to a shoreland, floodplain, wild and scenic river, critical area, or agricultural preserve. The project area is located about 2,340 feet southwest of Gilchrist Lake and about 2,805 feet northeast of Constance Lake. Eventually, the project area is anticipated for future commercial development, consistent with the Buffalo Township Land Use Plan Map, which shows the site guided for Commercial (CO) use. See, Northeast Quadrant Land Use Plan ("NEQ").

   The proposed project will incorporate mitigation measures to minimize environmental effects on adjoining land uses. Mitigation measures will include limiting work hours, setbacks from property lines, landscape berms constructed of topsoil along property lines, placement of the portable crusher at the bottom of the pit, paving the site access with recycled asphalt, covering truckloads before they leave the site, and spraying water when warranted to control dust.

3. **Geology and Soils**. The MBE Sand and Gravel Mine is not a silica sand project, and it will not produce silica sand. Silica sand, also known as frack sand, is mined from quartz-rich sandstone, which mostly occurs in nine counties of southeastern Minnesota. A silica sand map prepared by the Minnesota DNR in 2013 (Quartz-Rich Sandstone within 50

feet of Land Surface in Minnesota) shows that Wright County lies outside of the area with potential for silica sand mining.

4. **Groundwater.** The potential for groundwater contamination as a result of the proposed project is estimated to be low because precautions will be taken. These include storing diesel fuel in a double-walled tank with an automatic shut-off, constructing a clay-lined basin beneath the storage tank to provide secondary containment in case of a spill, staff training on fueling, and storing cleanup materials at the fueling site.

   The project area does not include any registered or known unregistered groundwater wells. The project is not located within a wellhead protection area or a Drinking Water Supply Management Area. The project is not expected to penetrate the water table. Depth to groundwater is at least 35 feet over most of the site and the project calls for removal of sand and gravel to a depth of about 35 feet.

   The project will require installation of a new water well and groundwater appropriation to supply water for aggregate wash ponds and dust control. Wash pond features such as recirculation, a clay liner, and intermittent use will minimize the amount and duration of groundwater appropriation. Wash pond overflow will infiltrate back into native soils. Most sand and gravel produced at the site is not expected to require washing.

5. **Wastewater.** The project will generate a small amount of sanitary wastewater, which will be contained in portable toilets onsite and properly disposed of offsite by a portable toilet service provider.

6. **Water Quality**. The project is expected to have little to no effect on the quality of runoff that drains to nearby surface waters because: (1) most site runoff is expected to drain toward and infiltrate into the bottom of the gravel pit; and (2) earth berms near property boundaries will be seeded to cover crops, grasses, and wildflowers that will filter site periphery runoff.

   Runoff from the gravel pit will drain toward the interior of the site where it will infiltrate. Berms will serve as vegetated buffers to help ensure that surface water runoff does not leave the project area. Final reclamation will have relatively flat slopes to help ensure low to moderate rates of runoff. Compliance with NPDES permit requirements and Wright County Code of Ordinances, Title IV, Chapter 155: Zoning, will minimize and mitigate potential adverse effects on water quality. Stormwater basins will provide infiltration for runoff from about 0.40 acre of impervious surface to be added by the project access road.

7. **Wetlands and Surface Waters**. The project area does not include any wetlands or surface water resources and will not have physical effects on wetlands, ditches, streams, or surface waters. The proposed project will not affect other surface waters such as lakes, streams, ponds, intermittent channels, or county/judicial ditches.

8. **Hazardous Materials**. The project area has been in agricultural use since at least the 1940s. Detailed review of a 1940 aerial photograph and a historic General Land Office map indicates a historic building site and farmstead were located outside the project area, west of Highway 25.

Petroleum products and related materials will be stored onsite during project operations. Precautions to be taken to minimize the potential for groundwater contamination include storing diesel fuel in a double-walled tank with an automatic shut-off, a clay-lined basin beneath the storage tank to provide secondary containment in case of a spill, staff training on fueling, and storage of cleanup materials at the fueling site. Soil imported for site reclamation will be clean and free of contamination.

9. **Ecological Resources**. The project area is about 94% cropland, 3% grass, 2% impervious, and 1% trees. The project will convert about 21.65 acres of cropland and 0.21 acre of trees to aggregate mining, grassed berms, access road, and stormwater basin during project operations. About 30.20 acres of the site will be excavated to extract sand and gravel, and about 8.55 acres of this excavation area is expected to be preserved or restored cropland at all times during operations. After mining, the site will be restored to agricultural cropland, similar to today's existing conditions.

   The project is expected to have minor effects on wildlife that use agricultural habitats. The project may affect the number and type of wildlife species in the area, but changes in wildlife abundance are not expected to be regionally significant.

10. **Historic Resources**. The site is not known to include archaeological or historic architectural resources. The project area has been in agricultural use since at least the 1940s and the site history includes agricultural land disturbance. The proposed project is therefore considered unlikely to affect historic properties or features.

    Although the EAW noted that a farmstead existed in the northwestern corner of the site from at least 1940 to at least 1963, and the OSA (Office of the State Archaeologist) said the original GLO map shows a house and road in the project area, detailed review indicates both of these statements were incorrect. Review of the 1940 aerial photograph and the historic GLO map with the accurate project boundary shows that the historic building site/farmstead is located outside the project area, west of Highway 25, and what appeared as a historic road was not a road, but a line intended to represent the edge of prairie (see **Figures 4 and 5**).

11. **Visual Resources**. There are no scenic views or vistas located on or adjacent to the project area. The site is located in an area of agricultural and residential land use. Substantial effects on visual resources are not anticipated in conjunction with the project. Measures to reduce visual impacts include placing the portable crushing machinery in the bottom of the pit and setbacks from property boundaries and nearby structures. The Mining and Extraction Ordinance requires that mining be setback 30 feet from property lines and that processing of minerals be setback 100 feet from property lines and 500 feet from residential or commercial structures.

12. **Air and Dust.** The sand and gravel operation will result in greenhouse gas (GHG) emissions associated with use of diesel engines and heavy equipment. GHG emissions are associated with climate change. The proposed sand and gravel operation is expected to generate 1,207 tons of CO2e (carbon dioxide equivalents) per year. This GHG emissions estimate is far below the respective mandatory EAW threshold, which is 100,000 tons of CO2e emissions per year from a stationary source (Minnesota Rules Part 4410.4300, Subp. 15.B). Aggregate mining has inherently low GHG emissions compared

to some other industrial processes because aggregate mining does not heat materials, and because conveyors, screens, and crushers do not use high levels of energy.

The project is expected to generate some fugitive dust, but dust is not expected to be generated in objectionable quantities. Project activities that emit dust and may generate fugitive dust include crushing, screening, conveying, stockpiling, and truck loading and unloading. The project will not include an asphalt or hot mix plant.

Necessary dust control measures will vary with production rates, weather conditions, and distance to neighboring residents. Water spray systems have been estimated to reduce dust emissions by 70-95%. Dust emissions are often negligible if aggregate materials are wet or moist. The Wright County Mining and Extraction Ordinance requires aggregate processing to be setback 100 feet from property lines and 500 feet from residential or commercial structures. Setback distances, earth berms, and other mitigation measures are expected to settle most airborne dust within the project area and attenuate noise levels, resulting in compliance with state noise standards.

13. **Noise**. Measures to reduce noise and increase screening from neighbors include limiting work hours, setbacks from property lines, earthen berms at least 4 feet high along property lines, and placement of the portable crusher at the bottom of the gravel pit. Hours of operation will be limited to between 7:00am and 7:00pm, Monday through Saturday. Noise generated by heavy equipment will be limited to daylight hours when noise levels are commonly higher than at night. Setbacks reduce noise because sound attenuates (becomes quieter) over distance, as indicated in A Guide to Noise Control in Minnesota. Berms and placement of the crusher at the bottom of the pit will reduce dust and noise because sound travels in omnidirectional waves that can be deflected by barriers such as noise walls or earth berms.

    Modeled noise levels at nearby residences are predicted to comply with Minnesota state daytime noise standards when crushing and screening equipment is setback 500 feet from sensitive receptors, located at the bottom of a 20-foot-deep mine pit, and a 4-foot berm is constructed outside the mining area.

14. **Transportation**. The Traffic Study results are consistent with the conclusions of the Highway 25 Buffalo to Monticello Corridor Study completed by MnDOT in 2021, which recommends that left turn lanes be added to Highway 25 at the intersection with County Road 113. MnDOT traffic collision data indicates these turn lanes are justified for safety reasons now, even without the proposed project, because this intersection has a relatively high crash severity rating.

    With the turn lanes added to Highway 25 and a left turn lane added to County Rd 113 at the proposed project access drive, the Highway 25-County Rd 113 intersection is predicted to operate at an acceptable level of service during peak traffic hours. The turn lanes are expected to improve traffic flow, improve safety, and reduce collisions at the intersection when compared to existing conditions. The proposed project is not expected to adversely affect traffic on the adjacent roadways or intersection.

B. Cumulative Potential Effects

Minnesota Rules 4410.1700 Subp. 7 (B) indicates the second factor the County must consider is "whether the cumulative potential effect is significant; whether the contribution from the project is significant when viewed in connection with other contributions to the cumulative potential effect; the degree to which the project complies with approved mitigation measures specifically designed to address the cumulative potential effect; and the efforts of the proposer to minimize the contributions from the project." The County's findings are set forth below.

The proposed project covers about 35.70 acres and will include sand and gravel extraction followed by restoration to cropland, expected to occur over about the next 10 years. The EAW listed 11 other projects considered for cumulative effects, which were recently reviewed by Wright County and that are separated from the proposed project by an average of 8.9 miles. Some project may coincide in timing, but the geographic separation between projects serves to reduce the potential for cumulative effects. Future projects that meet or exceed mandatory environmental review thresholds will be addressed under separate review processes.

The proposed sand and gravel mining will create an isolated depression with earth berms along property boundaries and turn lanes on adjacent roadways. The depression, earth berms, and other measures will mitigate dust and noise. The turn lanes will improve traffic flow and public safety. Most effects of dust and noise from the project will be localized to the immediate area. The local nature of these effects indicates the project is unlikely to combine with other projects to result in cumulative potential effects.

C. Extent to Which the Environmental Effects are Subject to Mitigation

Minnesota Rules 4410.1700 Subp. 7 (C) indicates the third factor the County must consider is the "extent to which the environmental effects are subject to mitigation by ongoing public regulatory authority." The County's findings are set forth below.

Environmental effects on water quality and traffic are subject to additional approvals and/or mitigation through requirements of local, state, and federal regulations, ordinances, management plans, and permitting processes. The permits and approvals listed in **Table 2** may be required for the project addressed under the EAW. These processes will provide additional opportunity to require mitigation.

Table 1. Permits and Approvals

Unit of Government	Type of Application	Status
Wright County	EIS Need Decision	EAW submitted
Wright County	Mining Conditional Use Permit	Submitted
Wright County	Grading Permit	Submitted
Wright SWCD	Wetland No-Loss Determination	To be submitted if needed
Minnesota Department of Natural Resources	Water Appropriation Permit	To be submitted if needed
Minnesota Pollution Control Agency	NPDES/SDS General Permit	To be submitted

Table 1. Permits and Approvals

Unit of Government	Type of Application	Status
Minnesota Pollution Control Agency	Air Emissions Permit	To be submitted if needed
U. S. Army Corps of Engineers	No-Loss Determination	To be submitted if needed

Potential environmental effects associated with this project will be mitigated in accordance with applicable rules and regulations. Wright County therefore finds that potential environmental effects of the project are less than significant and "subject to mitigation by ongoing public regulatory authority."

D. Extent to Which Environmental Effects can be Anticipated and Controlled

Minnesota Rules 4410.1700 Subp. 7 (D) indicates the final factor the County must consider is the "extent to which environmental effects can be anticipated and controlled as a result of other environmental studies undertaken by public agencies or the project proposer, including other EISs." The County's findings are set forth below.

1. The proposed project design, EAW, related studies, and mitigation measures apply the knowledge, approaches, standards, and best management practices gained from previous experience on sand and gravel projects that have, in general, successfully mitigated potential offsite environmental effects.

2. The EAW, in conjunction with this document, contains or references several studies that provide information or guidance regarding environmental effects that can be anticipated and controlled.

3. Other sand and gravel projects studied under environmental reviews in Minnesota have included studies and mitigation measures comparable to those included in this EAW.

4. There are no elements of the project that pose the potential for significant environmental effects that cannot be addressed by the project design, assessment, permitting and best management practices, and by ensuring conformance with regional and local plans.

5. The environmental effects of this development can be anticipated and controlled by the County's Conditional Use Permit process and other regulatory processes.

6. Considering the results of environmental review and permitting processes for similar projects, Wright County finds that the environmental effects of the MBE Sand and Gravel Mine can be adequately anticipated and controlled.

Based on the EAW, comments received, responses to comments, and criteria above, Wright County finds that MBE Sand and Gravel Mine does not have the potential for significant environmental effects and does not require the preparation of an EIS.

Procedural

1. The Wright County Board of Commissioners ordered a discretionary EAW on the MBE Sand and Gravel Pit after a citizen petition was received and validated by the Environmental Quality Board. MBE prepared an EAW and submitted it to the Wright County Planning & Zoning Department (P&Z). Wright County is designated as the responsible government unit (RGU) for this type of project. The Wright County P&Z provided review, edits and additional information to complete the EAW with requested input and clarification of issues from the project proposer.

2. The EAW was filed with the Environmental Quality Board (EQB) and notice of its availability was published in the EQB Monitor on July 19, 2022. A copy of the EAW was distributed to all persons on the EQB Distribution List and a copy was available for review online on the Wright County P&Z website in addition to a hard copy being available at the Wright County P&Z Office.

3. A press release announcing the availability of the EAW and public comment opportunity was published in the July 15, 2022 issue of the Annandale Advocate.

4. The public review and comment period began on July 19, 2022 and closed on August 18, 2022.

Comments

The Wright County P&Z Department received twenty comment letters by the close of the comment period. Responses to the comments have been attached to the EAW and are incorporated herein by reference.

CONCLUSIONS

1. The Wright County Board of Commissioners has jurisdiction in determining the need for an Environmental Impact Statement for this project.
2. The EAW for the proposed MBE Sand and Gravel Mine was distributed as required by MN Rules 4410.1500.
3. Responses have been provided to all substantive and timely comments on the EAW and have been appended and attached to the EAW.
4. The record includes adequate information to determine whether the proposed MBE Sand and Gravel Mine has the potential for significant environmental effects.

Minnesota Rules 4410.1700, Subp. 7 lists four criteria that shall be considered in deciding whether a project has the potential for significant environmental effects: Those criteria and the County's conclusions are presented below.

A. Type, extent and reversibility of environmental effects: The proposed project will be of a limited duration. The property is proposed to be reclaimed to agricultural use after the project is completed. Limited short-term and long-term environmental effects will be minimized and mitigated by the project proponent using reasonable best practices in coordination with jurisdictional agencies.

B. The proposed project covers about 35.70 acres and will include sand and gravel extraction followed by restoration to agricultural land, expected to occur over about the next 10 years. Other projects may coincide in timing with the proposed project, but the geographic separation between projects reduces the potential for cumulative effects. Most effects of the project will be localized to the immediate area. The local nature of these effects indicates the project is unlikely to combine with other projects to result in cumulative potential effects.

C. The extent to which the environmental effects are subject to mitigation by ongoing public regulatory authority: The proposed project will undergo additional review as part of the Conditional Use Permit (CUP) process. Environmental effects on water quality and traffic are subject to additional approvals and/or mitigation through requirements of local, state, and federal regulations, ordinances, management plans, and permitting processes. The permits and approvals listed in Table 2 may require mitigation. The Mining and Extraction Ordinance (Section 155.100 of the Wright County Code of Ordinances) allows the County to impose additional performance standards as part of a CUP. The Wright County Planning Commission also generally requires annual review of mining operations by the local township.

D. The extent to which environmental effects can be anticipated and controlled as a result of other available environmental studies undertaken by public agencies or the project proposer, including other EISs: The proposed project design, EAW, related studies, and mitigation measures apply the knowledge, approaches, standards, and best management practices gained from previous experience on sand and gravel projects that have, in general, successfully mitigated potential offsite environmental effects. The EAW, in conjunction with this document, contains or references several studies that provide information or guidance regarding environmental effects that can be anticipated and controlled, including previous EAWs and EISs. The EAW has adequately addressed the potential environmental effects from the proposed project. An EIS would duplicate information and effort, and does not have the potential to add significant information regarding further potential environmental effects.

5. The proposed MBE Sand and Gravel Mine does **not** have the potential for significant environmental effects.

6. An EIS is not determined to be appropriate or necessary for this proposed project.

7. Any findings that might properly be termed conclusions and any conclusions that might properly be termed findings are hereby adopted as such.

ORDER

Based on the Findings of Fact and Conclusions contained herein and on the entire record:

Based on the Findings of Fact, Conclusions, and the entire EAW record, the Wright County Board of Commissioners hereby determines that the proposed MBE Sand and Gravel Mine does **NOT** require the preparation of an EIS.

Approved and adopted this 27th day of September, 2022.

Wright County Board of Commissioners Chair
Wright County, Minnesota

Response to Comments, Findings of Fact, and Record of Decision

MBE Sand and Gravel Mine Environmental Assessment Worksheet

September 2022

RGU

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WRIGHT COUNTY

Response to Comments, Findings of Fact, and Record of Decision

MBE Sand and Gravel Mine Environmental Assessment Worksheet

September 2022

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Table 1. Comments on MBE Sand and Gravel EAW
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APPENDICES

A. Written Comments Received by Wright County
B. Environmental Rules for Aggregate Mining from the MPCA
C. Silica Sand Resource and Impact Area Maps from the MnEQB, MnDNR, and MnDOT
D. Conclusions and Resolution

INTRODUCTION

The MBE Sand and Gravel Mine is proposed on 35.70 acres of land along Highway 25 north of the City of Buffalo in Buffalo Township, Wright County, Minnesota (**Figure 1**). The proposed project will include sand and gravel mining, a small or intermittent wash plant, occasional concrete/asphalt crushing/recycling, stormwater management, and berms adjacent to property boundaries. Project operations will convert about 21.65 acres of cropland and 0.21 acre of trees to aggregate mining, grassed berms, access road, and stormwater basin at any one time. Over time, about 33.10 acres of cropland is expected to be converted to project operations, but farming will continue on part of the area during early operations and part of the area will be restored to farmland before the project reaches final stages.

An Environmental Assessment Worksheet (EAW) was ordered and prepared under Minnesota Rules Part 4410.1100, Subp. 6. (Petition process, EAW decision). The proposed project will excavate fewer than 40 acres of land and therefore did not require a mandatory EAW under Minnesota Rules Part 4410.4300, Subp. 12.B. (Nonmetallic mineral mining). The EAW and the respective comments have been reviewed in accordance with Minnesota Rules 4410.1700 to determine if the project has potential for significant environmental effects. This document includes responses to comments received by Wright County (County), the Findings of Fact supporting the decision, and the Record of Decision indicating an Environmental Impact Statement (EIS) is not necessary for this project.

EAW Notification, Distribution, and Comment Period

In accordance with Minnesota Rules 4410.1500, the EAW was completed and distributed to persons and agencies on the official Environmental Quality Board (EQB) distribution list. The notification was published in the EQB Monitor on July 19, 2022, initiating the 30-day public comment period. A public notice was submitted to the Wright County Journal Press. The public comment period ended on August 18, 2022.

COMMENTS RECEIVED

Wright County received 20 written comment letters from five public agencies and 14 residents (**Table 1**). Two members of the public submitted comments on two different occasions.

Table 1. Comments on MBE Sand and Gravel EAW

No.	Date	From	Contact Name	Type
1	14-Jul-22	U.S. Army Corps of Engineers	Benjamin Orne	Agency
2	31-Jul-22	Thomas McMullen	Tom McMellen	Resident
3	8-Aug-22	MN Office of the State Archaeologist	Jennifer Tworzyanski	Agency
4	12-Aug-22	Stephen Garvin (Gilchrist Orchard) Vertex letter attached	Steve Garvin	Resident
5	15-Aug-22 18-Aug-22	Stephen, Tamara, Grant Garvin (Gilchrist Orchard) various attachments Dorsey-Whitney for Gilchrist Orchard	Steve Garvin Brian Bell	Resident
6	15-Aug-22	MN State Historic Preservation Office	Kelly Gragg-Johnson	Agency
7	15-Aug-22	MN Pollution Control Agency	Karen Kromar	Agency
8	16-Aug-22	Jeff and Becky Byington, McMullen letter attached	Jeff Byington	Resident
9	16-Aug-22	Scott Spears, Appraisal Report attached	Scott Spears	Resident

Table 1. Comments on MBE Sand and Gravel EAW

No.	Date	From	Contact Name	Type
10	16-Aug-22	Tracie Bebeau, McMullen letter attached	Tracie Bebeau	Resident
11	18-Aug-22	Donna Pasternak	Donna Pasternak	Resident
12	17-Aug-22	Tom Rood	Tom Rood	Resident
13	18-Aug-22	Brent Carron	Brent Carron	Resident
14	18-Aug-22	Bru Ploog	Bru Ploog	Resident
15	18-Aug-22	Bryn Erdman	Bryn Erdman	Resident
16	18-Aug-22	Echo Barth	Echo Barth	Resident
17	18-Aug-22	James Haley	James Haley	Resident
18	18-Aug-22	John and JoAnn Prigge	John Prigge	Resident
19	18-Aug-22	MN Department of Natural Resources	Melissa Collins	Agency
20	18-Aug-22	Tracie Bebeau, Faren Beabeau comment, Hwy 5 Corridor Study Summary attached	Tracie Bebeau	Resident

RESPONSE TO COMMENTS

This document responds to written comments received by Wright County regarding the EAW during the comment period. Responses are organized by EAW topic and then by commenter, in the order received by Wright County and presented in **Table 1**. Summaries of comments are presented and followed by responses. Responses refer to previous responses in cases where the comments are similar. Written comments received by Wright County are included in **Appendix A**.

Most comments were submitted by residents. Some comment letters said the project should not be approved. Three of the commenters specifically stated that they were against approval of permits for the project. Five comment letters were in favor of the proposed project.

Public agencies submitted few comments. Five public agencies that oversee environmental contamination, public health, and transportation corridors either submitted no comments or wrote to say they had no comments and to offer to answer questions.

An EAW process is not a project approval. The purpose of an EAW is to determine if a project has potential for significant environmental effects, and to identify mitigation measures that reduce the potential for environmental effects. Projects with potential for significant environmental effects may be reviewed under an Environmental Impact Statement (EIS). None of the comments on this EAW recommended preparation of an EIS.

The Minnesota Environmental Quality Board (MnEQB) defines the EAW process this way:

> "The environmental assessment worksheet (EAW) is a brief document designed to lay out the basic facts of a project necessary to determine if an environmental impact statement (EIS) is required for the proposed project. In addition to the legal purpose of the EAW in determining the need for an EIS, the EAW also provides permit information, informs the public about the project, and helps identify ways to protect the environment. The EAW is not meant to approve or deny a project, but instead act as a source of information to guide other approvals and permitting decisions."

The following Response to Comments pertains to substantive issues that "address the accuracy and completeness of the material contained in the EAW, potential impacts that may warrant further investigation before the project is commenced, and the need for an EIS on the proposed project." (MN Rules 4410.1600). Some comments included general remarks, position statements, lifestyle descriptions, recommendations, or references to regulations. Such comments are noted for the record.

No Comment

Comments

MPCA, USACE, MnDOT, MDH

The Minnesota Pollution Control Agency (MPCA) and U.S. Army Corps of Engineers (USACE) provided courtesy comments that raised no issues. The MPCA said they had no comments at this time. The USACE said: "You may contact the Corps with questions. The Corps may request additional information." No comments were received from the Minnesota Department of Transportation (MnDOT) or the Minnesota Department of Health (MDH).

Response

The comments are noted.

Comment in Favor

Comments

Tom Rood, Bent Carron, Bru Ploog, Bryn Erdman, and James Haley

The five residents listed above provided brief comments in favor of the proposed project, with phrases like: "I don't see any issues" and "I hope you approve this."

Response

The comments are noted.

Land Use

Land Use Comments

Tom McMullen 1

We are against this land use change because: (1) a Conditional Use Permit (CUP) would cause the County to lose control, (2) sand and gravel operations pay little taxes, (3) loss of apple orchards and horse/hobby farms, and (4) public safety. An Interim Use Permit (IUP) should be issued instead of a CUP.

Tom McMullen 2

We are against this land use change because sand and gravel operations pay little in taxes.

Steve Garvin 2

We are adamantly against the approval of this gravel pit in any CUP or IUP application. Gilchrist Orchard and Woods Edge Orchard have been in business for over 35+ years each. We employ 4-6 full time employees and 20-25 seasonal workers. We and our employees work outdoors in the Orchard from March through mid-November... roughly the same seasonality as a gravel pit operation. These two types of operations side-by-side are not compatible. Our orchard businesses will be negatively disrupted, put in jeopardy, and will likely sustain injury and economic burden by a gravel pit operation so close to both orchards.

Jeff Byington

We agree with Tom McMullen.

Scott Spears
Under Wright County's Ordinance, to approve a CUP for a gravel pit operation, the County must find that 6 criteria are met, including a finding that "[t]he conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the immediate vicinity." This is section 155.029 (A) (1) of the Code.

Tracie Bebeau 1
I agree with Tom McMullen.

Donna Pasternak
Nowhere in this EAW is there any discussion about the human animals that reside in near this mine and the effect it will have on their "habitat." The nearby apple orchard, horse farm, and homes will suffer a terrible negative impact on the use and enjoyment of their property. I ask that you consider the local residents already established and give them the same consideration that the state and federal government have shown for the Northern long eared bat, Blanding's turtle, Purple Martin and the Eastern Spotted Skunk. These community members' habitat is threatened and in our current society they are an increasingly rare breed.

Brian Bell (Dorsey & Whitney)
Brian Bell of Dorsey & Whitney LLP submitted comments on behalf of Gilchrist Orchard to address perceived deficiencies in the EAW. The comments said the proposed project is inconsistent with the Wright County Northeast Quadrant (NEQ) Land Use Plan. The EAW notes that the project area is guided for Commercial use, but does not acknowledge that a Gravel Pit is inconsistent with that commercial designation. The EAW states that the reclamation plan will be compatible with the future commercial use of the property, which will only be recognized-at the earliest-in the early 2030s.

The EAW minimizes the significant number of sensitive uses nearby. By only considering homes within 850 feet of the proposed Gravel Pit, the EAW paints an incomplete picture of the impact the Gravel Pit will have on nearby residences.

John Prigge
To date the inactive gravel pits in our area have not been reclaimed. This is the time to create a reclamation policy so that operators can't simply move a couple yards of soil and claim it's still operational, and never reclaim it. On page 34, the EAW claimed that there are more gravel pits in Wright County than there was 30 years ago. The EAW stated that there are currently 116 gravel pits operating in Wright County. If so, why do we need another one?

Tracie Bebeau 2
This proposed mining operation falls in the middle of a highly populated residential area that is also the home to two long standing Apple Orchard businesses and acreage parcels that the Wright County Land Use plan was created to protect. The Land Use plan, section 2.0, specifically states "Proposals that conflict with the adopted plan will only be approved in extraordinary circumstances, when unique reasons justify the departure, and the basic policies and intent of the Land Use Plan are not compromised."

The EAW only recognizes properties within 850 feet of the project which does not provide adequate data of those that will truly be affected by this project. This proposed location will have the most significant impact to local residents and goes against the creation of the Land Use Plan.

The future land use plan for this location is to be commercial, being surrounded by rural residential and residential large lot. Laureen Bodin from the City of Buffalo stated that this area has been adopted in to

the 10-year annexation plan for the city but yet MBE's proposal is a potential 20-year plan. Mining does not fall into a commercial designation. The EAW does not acknowledge this inconsistency.

The Land Use Plan's policy is to promote the preservation of agricultural land and further notes that the intent is to protect areas that are and can remain rural or agricultural, or open space in nature. The EAW recognizes that the land use for the proposed is mostly cropland and used for agricultural purposes.

Response to Land Use Comments

Response to Tom McMullen 1

The Comment is noted.

Response to Tom McMullen 2

The comment is noted.

Response to Steve Garvin 2

The Comment is noted.

Response to Jeff Byington

The Comment is noted.

Response to Scott Spears

The comment is noted.

Response to Tracie Bebeau 1

The comment is noted.

Response to Donna Pasternak

The comment did not provide information to support the assertion that the proposed project will impact nearby residents. See the responses to Steve Garvin under Land Use and under Air Quality and Dust in this document; and see **Items 9 (Land Use) and 16 (Air)** of the original EAW regarding effects on nearby apple orchards. See the response Tracie Bebeau under Air Quality and Dust regarding effects on the nearby horse farm. See the responses to Land Use comments above and below, and see **Items 9, 16, and 17 (Land Use, Air, and Noise)** of the original EAW regarding effects on nearby homes.

The comment suggested that the EAW should give local resident the same consideration as rare wildlife. An early step in considering rare wildlife is to check to see if they feed or breed in the project area. Neither rare wildlife species nor area residents depend upon the project area for food, shelter, or cover. As discussed in detail in the EAW, the proposed project will implement a variety of mitigation measures to minimize effects of noise and dust on nearby residents.

Response to Brian Bell (Dorsey & Whitney)

The comment is noted. The NEQ Land Use Plan speaks for itself. With that said, the Future Land Use of the proposed project area is guided for Commercial (CO) use. The comment correctly states that the project reclamation plan will allow this Future Land Use to be recognized in the early 2030s. While the early 2030s might be somewhat later than otherwise expected, the 2030s date does not make the project incompatible with the envisioned Future Land Use. The Commercial use is a Future Land Use designation rather than an existing land use designation. The Land Use Plan was adopted in 2007. Future Land Use plans typically anticipate land use changes for 20 years or more, in this case creating a vision for 2027 and beyond.

The EAW estimated that sand and gravel mining would start in 2022 and be phased over about 10 years. Sand and gravel mining is now expected to start in 2023 and be complete around 2033. The proposed project includes reclamation that will allow for the future commercial use of the property.

The proposed reclamation plan allows for the property to be returned to agricultural use after mining, and then converted to commercial use, as appropriate.

Response to John Prigge
The Comment is noted.

Response to Tracie Bebeau 2
The comment is noted. The NEQ Land Use Plan speaks for itself.

Property Values

Property Value Comments

Scott Spears 1
Very recently a similar proposal was submitted adjacent to our property in Silver Creek. During that process, we had a market value impact analysis performed, and we are submitting this for your review. This study was done by a certified real estate appraiser, from a very reputable company. As you can see from the study, the impact of these industrial operations on local property values, is devastating.

Response to Property Value Comments

Response to Scott Spears 1
The comment is noted. The EAW reference a study regarding property values. Your additional information is noted for the record.

Geology and Soils

Geology and Soils Comments

John Prigge
The EAW stated that imported soil would be clean and uncontaminated. Is someone going to test it? The EAW said imported soil would be packed and brought back to its current state. How? Will it be inspected? Will the new soil cause ponding that doesn't exist now? The EAW stated that the topography of the site after reclamation will generally match the existing topography. Generally, meaning what?

Response to Geology and Soils Comments

Response to John Prigge
As stated in the EAW:

> "The project proponent will identify and review sources of imported fill material to ensure that imported soils are free of contamination. This review will include contacting the source site owner/operator to ascertain whether contamination is known to exist, and reviewing available environmental documents such as Phase I Environmental Site Assessments. Soil identified as contaminated at source sites will be separated and properly treated or disposed of at a solid waste or industrial landfill facility permitted by the Minnesota Pollution Control Agency (MPCA). Such soils will not be delivered to the proposed project site."

Water Quality

Water Quality Comments

MnDNR

The Minnesota Department of Natural Resources (MnDNR) stated that Page 4, Table 1 of the EAW (Summary of Mitigation Measures), #14, mentions application of magnesium chloride during dry conditions. Chloride released into local lakes, streams, and groundwater does not break down, and instead accumulates in the environment, potentially reaching levels that are toxic to aquatic wildlife and plants. Therefore, we discourage the use of magnesium chloride (and other products containing chloride) as a dust suppressant.

Response to Water Quality Comments

Response to MnDNR

The comment is noted. It is anticipated that water spray (without magnesium chloride) will provide sufficient dust control under most situations, enabling the project proponent to minimize and potentially eliminate use of magnesium chloride. As stated in the EAW, water spray systems have been estimated to reduce dust emissions by 70-95%, and spray systems can also reduce loading and wind erosion emissions from storage piles by 80-90%.

Historic Resources

Historic Resources Comments

MnOSA

The Minnesota Office of the State Archaeologist (MnOSA) stated that there are no previously recorded archaeological sites, archaeological site leads, or burials recorded in the proposed project area. However, the original General Land Office (GLO) map shows a house and a road in the proposed project area. Therefore, a phase I archaeological reconnaissance conducted by a qualified historical archaeologist is recommended.

MnSHPO

The Minnesota State Historic Preservation Office (MnSHPO) stated that there are no listed historic properties and no known or suspected archaeological resources in the area that will be affected by this project.

Response to Historic Resources Comments

Response to MnOSA

Additional review of the project boundary accurately depicted on georeferenced historical mapping indicates the previous interpretation of a farmstead, house, and road in the project area was incorrect. The EAW mistakenly noted that a farmstead existed in the northwestern corner of the site from at least 1940 to at least 1963. Accurate overlay of the project boundary on the 1940 aerial photograph and the historic GLO map shows that the historic house/farmstead was located outside the project area, west of the current Highway 25 corridor (**Figure 4**). Furthermore, what appeared to be a historic road on the GLO map was not actually a road, but a line representing the edge of prairie (**Figure 5**). **Figures 4 and 5** were reviewed by Jeremy Nienow, a Registered Professional Archaeologist, who shared the Figures with the MnOSA. The MnOSA subsequently indicated on August 23, 2022, that they had no concerns with the MBE gravel project, and they revoked their previous recommendation for an archaeological survey. This interaction is documented in **Appendix A**.

Response to MnSHPO

The comment is noted.

Air Quality and Dust

Air Quality and Dust Comments

Steve Garvin 1

Steve Garvin submitted comments prepared by Vertex Companies, LLC (Vertex). Vertex reviewed the EAW and found deficiencies with regard to OSHA/ Federal regulations and Minnesota EQB - State regulations. Vertex also addressed crystalline silica dust and opined that silica dust may be present at the project location. Vertex contends that the mitigation proposal is inadequate, and that the EAW does not alleviate concerns regarding the "fugitive dust" that will impact Gilchrist Orchard and surrounding friends and neighbors.

Comments from Vertex pertained to respirable crystalline silica-containing dust hazards associated with gravel pit mining and known human health effects associated with exposure to respirable crystalline silica. The comments were prepared by industrial hygienists who offered their opinion "regarding potential respirable crystalline silica hazards at the proposed location of the MBE Sand and Gravel Mine."

The Vertex letter said the proposed gravel pit would be approximately 1,000 feet directly west of the Garvin Farms apple orchard. They said:

1. according to OSHA, respirable crystalline silica can also cause " ...lung cancer, other debilitating lung diseases such as chronic obstructive pulmonary disease, and kidney disease;
2. the size of dust particulates is a factor in how far dust can travel and also how the size of a dust particle can affect human health;
3. OSHA has promulgated standards to protect the health and safety of workers who are exposed to respirable crystalline silica in general industry and the construction industry; and
4. the State of Minnesota recognizes the human health hazards associated with respirable crystalline silica exposures.

Vertex expressed an opinion that some of the proposed project activities have the potential to produce respirable silica-containing dust. They said the quantity of respirable crystalline silica dust that may be generated by the project is unknown and the dust control measures proposed in the EAW are inconclusive. The language regarding silica dust contained in the EAW is vague and generalized and does not provide any quantifiable data with regard to respirable crystalline silica dust concentrations expected to be generated during any of the proposed mining and support operations.

Vertex reviewed the Silica Dust Investigation Letter contained in **Appendix G** of the EAW, which was prepared by geotechnical engineer. The letter concluded that "the project has a low potential for creating airborne silica dust." Vertex found that this conclusion to be vague and inconclusive and alleged that there is no quantifiable or objective data to support this claim. They said that "low potential for creating airborne silica dust" does not equate to a zero potential and does not demonstrate compliance with any local or federal regulations.

Vertex said the EAW does not state who will be responsible for determining "dry" conditions, what standard or threshold will be used to determine "dry" conditions and what will happen if these mitigation measures are ineffective.

Vertex opined that the EAW failed to conclusively demonstrate compliance with all applicable local and/or federal regulations pertaining to respirable crystalline silica dust through the use of the proposed mitigation measures.

Vertex opined that the listed mitigation efforts for dust resulting from the proposed mining operations were generally inconclusive and speculative. Vertex said they had not reviewed a comprehensive dust control plan that clearly identifies how dust from mining operations will be entirely prohibited from leaving the mine boundary or how mining operations will comply with all applicable local and/or federal regulations pertaining to respirable crystalline silica dust.

Steve Garvin 2

The EAW does not adequately address the many hazardous aspects of "fugitive dust." The EAW cites a hypothetical study of mathematical modeling to determine the dust flow calculations and concludes that the dust is likely to rise straight up and then settle back down in the gravel pit.

The EAW says very little about the particulate size, nor does it fully address the physical analysis of these dust materials. Both aspects have health and ecology implications to the surrounding community. Their study identifies "silica" as not likely to be present at this particular site (yet to be determined) but it also inadequately addresses the presence of other hazardous compounds and materials found in the disruption of previously undisturbed geological formations at the site... such as heavy metals, gases, and radiation. Nor does it adequately address the inspection of and the composition of the reclamation material and crushing of concrete brought back to the site. This should not be a self-regulated situation.

With regard to our Apple Orchards, the EAW tries to minimize the effects of the dust and it totally neglects to address the significant issues that the fugitive dust will have on our people and our apple trees both physically and economically.

Echo Barth

I am against the proposed project, as I have a serious health concern, tracheobronchial malaise. An infection or covid case could kill me. My health will be seriously affected if the proposed project is approved. It will destroy my property value, daily living, health, and community. My home is kitty corner of the proposed site and would be directly affected.

Tracie Bebeau 2

The EAW did not include the attached email, previously submitted as a comment on the CUP process, regarding the impact of silica dust and general excessive dust to the animals that reside near this proposed pit. Aside from the EAW not taking the health and safety of the residents seriously, even though our homes are our habit, they also conveniently ignored the effects that it will have on the high-end barrel horses that reside directly across from the proposed location that cannot simply "go in their house" to get away from it.

Response to Air Quality and Dust Comments

Overview

This section synthesizes air quality and dust comments and responds to them collectively by area of concern.

Environmental Standards and Regulations

Some comments cited OSHA standards, said that respirable crystalline silica can cause cancer, and said the State of Minnesota recognizes human health hazards associated with respirable crystalline silica exposure. Although these statements are true, the proposed project lies outside of the area identified by the State of Minnesota as the Potential Resources and Impact Areas for the Silica Sand Industry. This is discussed in more detail under the Silica Sand and Dust section that follows.

An EAW is not a permit or approval. The purpose of an EAW is to determine if a project has potential for significant environmental effects, and to identify mitigation measures that reduce the potential for environmental effects. Projects with potential for significant environmental effects may be reviewed under an Environmental Impact Statement (EIS).

Minnesota Environmental Quality Board (MnEQB) defines an EAW as a "a brief document designed to lay out the basic facts of a project necessary to determine if an environmental impact statement (EIS) is required for the proposed project."

Environmental regulations set standards at levels above which pollutants are considered to have potential for effects on human health. Because silica is common in the earth's crust and also known as quartz, all sand and gravel operations in Wright County have the potential for producing very small quantities of silica dust. Quartz is easily recognized because it is translucent, but not clear. Children who break translucent rocks while playing in gravel have the potential to produce very small quantities of silica dust. These small quantities are not known to be associated with health hazards of silica dust.

The definitions of "silica sand" and "silica sand project" are quoted in the EAW. They distinguish projects that require silica sand assessments under Minnesota's silica sand regulations from projects that require no such assessment. As stated in the EAW, the MBE Sand and Gravel Mine is not a silica sand project, and it will not produce silica sand. The project therefore does not require a silica sand assessment or silica dust assessment under state law. In combination with this document, the EAW fulfills the purpose of the environmental review.

Dust from the proposed project is not expected to pose a substantial health risk. The proposed MBE Sand and Gravel Mine is relatively small compared to other gravel projects reviewed under mandatory EAWs. The proposed project includes several practices that minimize dust generation and dispersion. Concrete and asphalt crushing will be occasional and intermittent. Crushing will occur about one to four times per year during the construction season, for up to five consecutive days, between the hours of 8:00am and 5:00pm. Water will be sprayed, truckloads will be covered, and other practices will be implemented to reduce dust.

The limited duration of the proposed crushing operation, the spraying of water, and other practices are expected to reduce the potential for dust and noise outside the project area. Based on the history of environmental review and silica sand assessments in Wright County and Minnesota, the health risk posed by silica dust from the proposed project is small and likely negligible.

As designed and proposed, the project complies with applicable regulations listed by the Minnesota Pollution Control Agency (MPCA) and administered by a variety of agencies (**Appendix B**). None of the agencies that regulate environmental hazards (e.g., MPCA, Minnesota Department of Health (MDH), Minnesota Department of Agriculture (MDA)) commented on or raised concerns about the EAW. The comments do not indicate any specific measures or regulations under which the EAW would be considered inadequate.

The project proponent will not be self-regulated. Contaminated soils are regulated by the MPCA and site reclamation will be regulated under conditions of the permit that would be issued by Wright County.

Effects on Public Health and Livestock

Comments said the EAW does not adequately address the many hazardous aspects of "fugitive dust." See the previous discussion under Environmental Standards and Regulations for a response that indicates dust from the proposed project is not expected to pose a substantial health risk, in part because: (1) the project is small compared to gravel projects reviewed under mandatory EAWs; and (2) the project includes several practices that minimize dust generation and dispersion. The limited duration of the proposed

crushing operation, the spraying of water, and other practices are expected to reduce the potential for dust and noise outside the project area. Based on the history of environmental review of sand and gravel projects in Minnesota in comparison to this project, dust from this project is not expected to pose a substantial health risk.

Fugitive dust is not expected to be released in hazardous quantities. The EAW identifies 17 mitigation practices that minimize dust generation and dispersion, and eight practices that also minimize noise. **Appendix C** of the EAW explains how these practices reduce dust and noise. These measures are expected to reduce fugitive dust emissions to a reasonable level and mitigate effects of dust and noise on mining workers, nearby residents, apple orchards, and livestock, including horses.

Necessary dust control measures will vary with production rates, weather conditions, and distance to neighboring residents. The Wright County Mining and Extraction Ordinance requires aggregate processing to be setback 100 feet from property lines and 500 feet from residential or commercial structures. Setback distances, earth berms, and other mitigation measures are expected to settle most airborne dust within the project area and attenuate noise levels, resulting in compliance with state noise standards.

As indicated in the EAW, the proposed project does not require an individual air quality permit. The project will not trigger a state or federal Individual Total Facility air emission permit. Individual air permits are required for the larger emitters of air pollutants, such as large manufacturing, processing, or energy facilities. The proposed project meets requirements for coverage under MPCA Air Emission General Permit 00900035-003 for nonmetallic mineral processing. Stationary sources of air emissions covered by this permit include exhaust from diesel generator engines. The eligibility for air emission general permit coverage was determined from use of the: (1) MPCA Aggregate: Sand and Gravel Air Emissions Calculator, and (2) Qualifications Review Checklist for Nonmetallic Mineral Processing General Permit. The project qualifies for the Air Emissions General Permit because: (1) the project will use a mobile concrete/asphalt crushing plant powered by a diesel internal combustion engine rated at less than 500 horsepower, and (2) the internal combustion is expected to have a displacement of less than 30 liters per cylinder.

Dust Particle Size and Dispersion

A comment stated that the EAW cited a hypothetical study to determine dust flow calculations and that the EAW concluded that the dust is likely to rise straight up and then settle back down in the gravel pit.

The comment inaccurately and incompletely characterizes the conclusions of the Dust Assessment and Control Plan that was included in **Appendix C** of the EAW. The following are actual statements from that plan, and they continue to be factual and accurate: "A review of 25 studies of open-pit quarries and mines (Sairanen et al. 2018) found that:

1. Dust concentration in the air decreased as distance from the dust source increased.
2. Crushing produces mainly coarse particles (>30 μm), which settle within 100 m (330 ft) of the dust source.
3. Intermediate-sized particles (10-30 μm) are likely to travel up to 200-500 m (650-1,650 ft).
4. Smaller particles (less than 10 μm) represent a small proportion of dust from quarries and are deposited slowly.
5. The smallest particles (i.e., < 2.5 μm) tend to come from combustion (burning) or chemical processes, and tend to remain suspended in the air longer than particles from aggregate mining.
6. Gravel extraction operations create depressions that result in circulatory airflows, which tend to limit dust dispersion beyond project boundaries.

7. Up to 70% of the fugitive dust emissions from quarry activities is typically retained within quarry boundaries."

The seven points above support the conclusion of the Dust Assessment and Control Plan, which stated that "most dust is expected to settle out within or near the project area." The comment on the EAW correctly stated that "the smaller more inhalable particles travel further." As stated in the EAW, these small particles tend to come from sources like burning or chemical processes rather than aggregate mining.

Distance from Sensitive Receptors

Comments stated that the proposed gravel pit would be approximately 1,000 feet west of the Garvin Farms apple orchard. The actual distance between the two properties, based on the Wright County online GIS and stated in the EAW, is about 1,315 feet, which is 31% more than estimated in the comments. The increased distance would be expected to result in a corresponding decrease in dust that reaches the Garvin Farms orchard.

Apple Orchards

Some comments addressed the project CUP application and expressed concern that dust created by the proposed project will impact local orchards by increasing tree diseases. These comments are addressed under **Item 16.c**. of the MBE Sand and Gravel Mine EAW. That section of the EAW reviewed technical literature and finds no case studies where tree diseases were related to dust from aggregate, sand, or gravel mining. Outbreaks of fire blight, a destructive disease of apple trees, which tend to occur in response to suitable spring temperatures and precipitation (wetness). Wet periods tend to decrease dust and increase the risk of fire blight apple disease.

The comments previously submitted on the CUP application and the comments submitted on the EAW do not provide a factual basis to support the claim that dust from the proposed project will significantly impact an apple orchard located 0.25 mile away. Comments did not include any references to previous cases of gravel pits affecting fruit orchards in Minnesota. Comments on the EAW did not invalidate the following analysis (from page 4 of the Dust Assessment and Control Plan:

> "Dust has caused issues for orchards in Utah, where quarries covering 600 acres are located 450 feet from a landscape of cherry orchards with gravel roads (Maffly 2020). At that site, interested parties asked quarry operators to cover their loads to reduce dust during trucking. This contrasts with the proposed project, where the proponent has already proposed to cover truck loads. Dust problems at the proposed project are expected to be minor in comparison to those in Utah because:
>
> 1. Wright County has a less arid climate subject to less serious dust issues than Utah.
> 2. Whereas several orchards are located within a few hundred feet of quarries in Utah, the proposed project will be located 335 to 1,300 feet from two orchards.
> 3. The proposed project will cover 35.7 acres, and each phase could cover only about 5-10 acres, about 2% of the area covered by the quarries in Utah.
> 4. Loaded trucks leaving the proposed project will be covered by tarps and will travel on paved roads, whereas dust issues in Utah are caused by uncovered trucks on gravel roads adjacent to orchards.
> 5. Several other dust mitigation measures will be considered and implemented at the proposed project."

Silica Sand and Dust

Vertex expressed the opinion that some of the project activities have the potential to produce respirable silica-containing dust. They said the quantity of respirable crystalline silica dust that may be generated by the project is unknown.

The project has the potential to produce small quantities of silica dust because silica is one of the most abundant minerals on earth. Silica dust generation is expected to occur in very small quantities, likely proportional to the silica in the dust that rises from typical gravel roads in Wright County.

Available information indicates that the small quantities and concentrations of silica dust likely to be produced by the project will not pose a health hazard. As noted under the previous Environmental Standards and Regulations section, the history of environmental review and silica sand assessments in Wright County and Minnesota supports the conclusion that the health risk posed by silica dust from this project is small and likely negligible.

Comments said that "low potential for creating airborne silica dust" does not equate to zero. No project in Wright County is required to meet the absolute standard of zero dust emissions. As stated in the EAW:

> Silica is often referred to as quartz and is one of the most abundant minerals on earth. It is found in numerous naturally occurring materials such as rock, sand, gravel, and stone, which are commonly used in the construction industry as well as to make glass, pottery, ceramics, brick and many other products. Therefore, silica is found widespread across the mining, construction and engineering industries throughout the world. Silica, when left within its material (i.e., sandstone, sand, rock etc.) is safe. When it is disturbed (i.e., cut, ground, crushed, fractured, sanded, etc.), the dust that is created can become a health hazard.

Given that the proposed project operations will not include grinding, crushing, or fracturing the sand and gravel from the site, most silica will be contained in the sand and gravel and will be safe. Crushing will occur infrequently, will involve used concrete and asphalt rather than silica sand, and will be accompanied by dust mitigation measures (water spraying, etc.) that are estimated to be up to 95% effective.

The EAW continued:

> Silica sand, also known as frack sand, is mined from quartz-rich sandstone, which mostly occurs in nine counties of southeastern Minnesota. A silica sand map prepared by the Minnesota DNR in 2013 (Quartz-Rich Sandstone within 50 feet of Land Surface in Minnesota) shows that Wright County lies outside of the area with potential for silica sand mining. Similarly, a map prepared by MnDOT in 2013 (Potential Resources and Impact Areas for the Silica Sand Industry) shows that Wright County is outside of the region that has quartz-rich formations at or near the surface.

The silica sand maps referenced above indicate the area of silica sand and silica dust concern for EAWs in Minnesota. These maps are provided in **Appendix C** of this document. These maps come from state guidelines for silica sand assessment in Minnesota. These guidelines are not intended to apply to projects in Wright County like the MBE Sand and Gravel Mine that produce sand and gravel for construction projects.

The Silica Dust Investigation Letter (**Appendix G** of the EAW) concluded that "the project has a low potential for creating airborne silica dust." Vertex found this conclusion to be vague and inconclusive and alleged that there is no quantifiable or objective data to support this claim.

The Silica Dust Investigation Letter was prepared by a licensed professional engineer. Contrary to the statement by Vertex, the EAW referenced multiple sources of data that support the conclusion of the Silica Dust Investigation Letter. The EAW stated that "Haugo Geotechnical Services (HGTS) performed laboratory grain size analyses on selected samples from the site. Laboratory testing indicated soils consisted of fine to coarse grained sand and fine to coarse grained sand with silt that contained varying amounts of gravel." The comment from Vertex seems to suggest that laboratory soils testing data are not data. The Silica Dust Letter also referenced the Geologic Atlas of Wright County, Minnesota, and an understanding of proposed gravel pit operations and the naturally occurring sand and gravel in the area.

Dust Mitigation Measures

Vertex said the dust control measures proposed in the EAW are inconclusive. As noted under the previous Effects on Public Health and Livestock section and in the EAW, dust emissions of sand and gravel operations are often negligible if these materials are wet or moist. Water spray systems have been estimated to reduce dust emissions by 70-95%. Spray systems can also reduce loading and wind erosion emissions from storage piles by 80-90%. The dust control methods proposed in the EAW are similar to those used successfully on larger aggregate mines reviewed under mandatory EAWs and EISs. Fugitive dust is not expected to be released in hazardous quantities.

The EAW narrative includes about 4 pages on dust, including a table that lists 17 mitigation practices that minimize dust generation and dispersion. **Appendix C** of the EAW includes an 8-page Dust Assessment and Control Plan that provides additional review of the mitigation practices information on how each practice helps minimize dust. The information provided in comments does not change the conclusion that dust is not expected to be released in hazardous quantities. This conclusion is supported by the technical publications cited in this document and the EAW, combined with the successful use of dust control measures at other sand and gravel facilities in Minnesota.

The numerous dust mitigation measures detailed in the EAW will reduce the potential for dust dispersion such that dust from the project is not expected to adversely affect the health of project workers, farm workers, orchard workers, livestock, or apple orchards.

Dry Conditions

Comments questioned who will be responsible for determining "dry" conditions, what standard or threshold will be used to determine "dry" conditions and what will happen if these mitigation measures are ineffective. Dry conditions will be determined by regular visual inspection of site conditions and monitoring of weather reports. Dust is visible when it rises in the atmosphere and dust reduces visibility when it is present over distance. General monitoring of dry conditions has been used successfully on other gravel operations. Although water spray systems have been estimated to reduce dust emissions by 70-95%, dust control measures could become ineffective if strong weather systems with high winds or tornados pass through the project area. In such cases, project operations could be curtailed or temporarily shut down until calm weather allows activities to resume.

Noise

Noise Comments

John Prigge

Concrete crushing should not be allowed. The EAW stated the crusher will be placed at the at the bottom of the pit to minimize effects of noise. Which bottom and at what depth? Without any requirements from the county, MBE could crush concrete forever.

Response to Noise Comments

Response to John Prigge

The noise model described in the EAW assumed the mine floor will be 20 feet below the existing surface of the ground. The Noise section of the EAW explained that the "maximum extraction depth will be around 35 feet, the berms will be at least 4 feet high, and the crushing equipment is about 10 feet tall." The location and depth of the bottom of the pit will vary over the life of the mine, but crushing will be consistent with the description above. The Wright County Mining and Extraction Ordinance (Section 155.100 of the Wright County Code of Ordinances) gives Wright County additional control, as it allows the County to impose additional performance standards as part of a CUP. The EAW indicated crushing will be conducted occasionally, intermittently, and between the hours of 8am and 5pm. The setbacks, mining pit, earth berms, and occasional and limited duration of crushing will reduce the potential for noise issues.

Traffic and Safety

Traffic and Safety Comments

Tom McMullen

The traffic study is misleading and not applicable due to: (1) the date the study was completed; (2) high school student traffic; (3) the statement that the mine would not adversely affect the traffic at the intersection; and (4) the MnDOT recommendation that this mine not be approved until road improvements are completed. Specifically, the traffic count was done on January 4, 2022, one of the least travelled days of the year. Data from the MnDOT Highway 25 Corridor Study should be used or new data should be obtained during the construction season. The study did not account for high school students who drive this corridor. The Level of Service for left turn lanes was C or D with future left turn lanes installed and E or F without turn lanes installed. Level of Service of E or F is not recommended and generally unacceptable. MnDOT prefers that Highway 25 improvements be implemented before a mine is approved at this location.

Jeff Byington

We agree with Tom McMullen. In addition, it's important to note that 845 employees were moved to the new Wright County Government Center located on Braddock Ave NE in March 2022. This change occurred after the traffic study was completed therefore it excluded employees and citizens arriving and leaving the facility each day. Braddock Ave connects to County Rd 113 to the north and could be heavily used as a route to and from the Government Center. Additional traffic volume would have a significantly negative impact on the studies safety conclusions regarding the intersection.

Tracie Bebeau 1

The comment is noted.

Tracie Bebeau 2

Comments agree with those of Tom McMullen and Jeff Byington. Completing the traffic study in January and the method used to track the number of vehicles makes the study irrelevant to the mining season. The MnDOT Highway 5 Corridor Study states that improvements will be based on balance issues of cost, available funding, property impacts, and other issues as they make recommendations, and no solid date is of record of when construction will be taking place. None of these items are noted in the EAW.

Response to Traffic and Safety Comments

Response to Tom McMellen

The traffic data collected during the traffic study shows traffic volumes similar to the those from data collected for the Highway 25 Corridor Study completed by MnDOT in 2021. Similarly, the Traffic Study

results are consistent with the conclusions of the Highway 25 Corridor Study, which recommended that left turn lanes be added to Highway 25 at the intersection with County Road 113. MnDOT traffic collision data indicates these turn lanes are justified for safety reasons now, even without the proposed project, because this intersection has a relatively high crash severity rating. Wright County and the project proponent agree that these turn lanes need to be added. MnDOT did not comment on the EAW or object to any part of the project traffic study.

Response to Jeff Byington

See response to Tom McMullen above. Traffic generated by the Wright County Government Center existed on area roadways before and after Wright County offices were moved from 2nd Street NW to Braddock Ave. Any increase in traffic within the EAW study area due to the movement of county offices is accounted for in the background growth assumed in the traffic study.

Response to Tracie Bebeau 1

The comment is noted.

Response to Tracie Bebeau 2

See responses to Tom McMullen and Jeff Byington above. Methods used in the traffic study are consistent with standard methods, approaches, and calculations used by traffic engineers throughout Minnesota. Neither Wright County nor MnDOT found the traffic study to be flawed. A full review of MnDOT's balanced policy for roadway improvements is beyond the scope of the EAW and unnecessary for impact assessment purposes.

As stated in the EAW, the MnDOT Traffic Safety Fundamentals Handbook indicates locations with a crash rate above the critical rate (like Highway 25-County Rd 113) are considered "unsafe and in need of further review because there is a high probability (90-95%) that conditions at the site are contributing to the higher crash rate." The majority of the crashes at this intersection are rear-end crashes due to vehicles slowing or stopping to turn left from Highway 25 to County Rd 113.

Figures 1 – 5

Record of Decision
MBE Sand and Gravel Mine EAW

Project Boundary

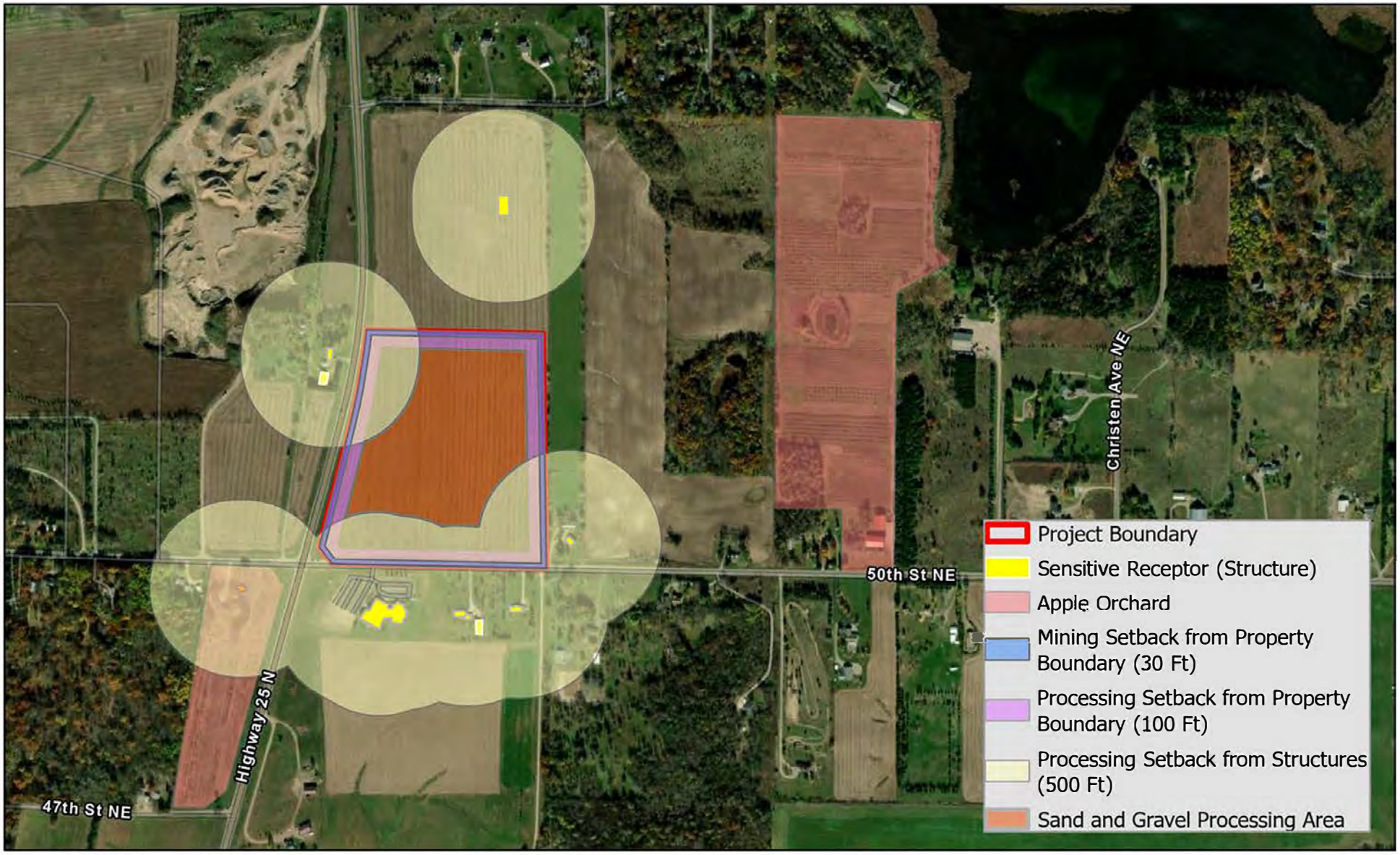
N

0 0.5 1 Miles

ECO FORESIGHT
ENVIRONMENTAL CONSULTING

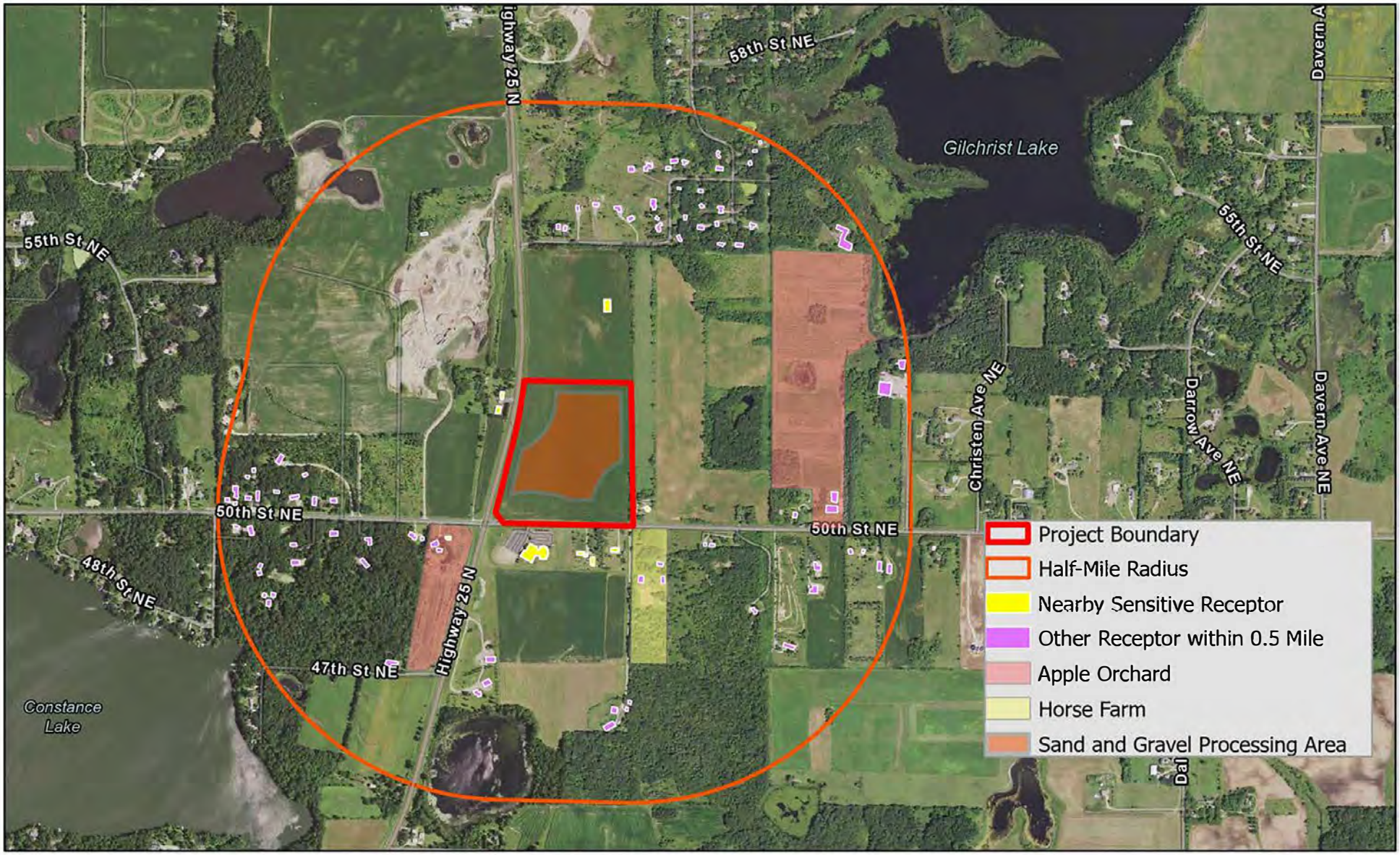
Sources: ESRI Imagery Hybrid, OpenStreet Map; MN Geospatial Commons

FIGURE 1
PROJECT LOCATION
MBE Sand and Gravel Mine
Buffalo Township, Wright County, Minnesota



Sources: ESRI Imagery Hybrid; MN Geospatial Commons

FIGURE 2
SENSITIVE RECEPTORS AND SETBACKS
MBE Sand and Gravel Mine
Buffalo Township, Wright County, Minnesota



ECO FORESIGHT
ENVIRONMENTAL CONSULTING

N

0 0.25 Miles

Sources: ESRI Imagery Hybrid; MN Geospatial Commons

FIGURE 3

RECEPTORS WITHIN 0.5 MILE OF PROJECT
MBE Sand and Gravel Mine
Buffalo Township, Wright County, Minnesota

Project Boundary

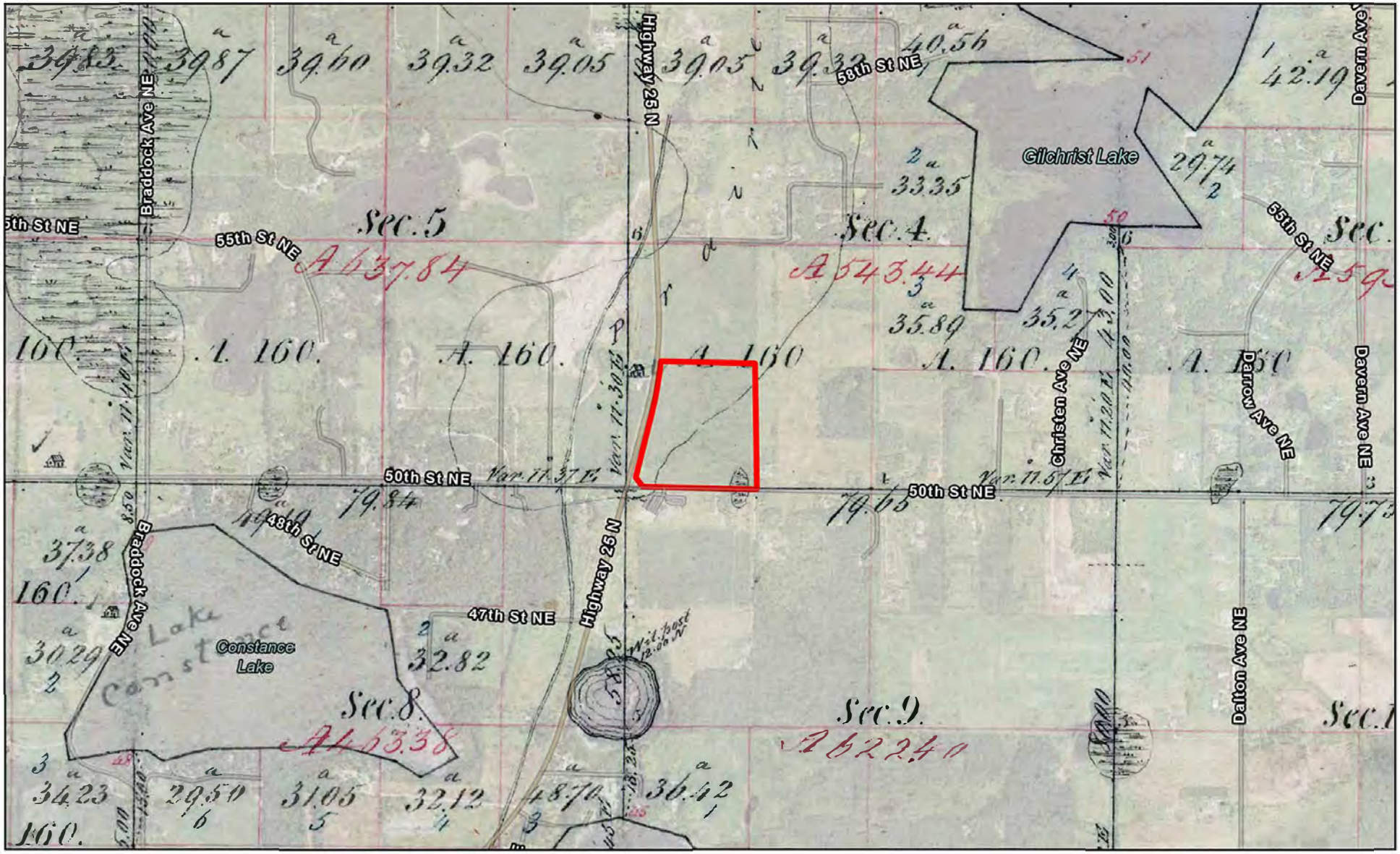
N

0 700 Feet

ECO FORESIGHT
ENVIRONMENTAL CONSULTING

Sources: ESRI Imagery Hybrid; MN Geospatial Commons; MN Historical Aerial Photographs Online

FIGURE 4
1940 AERIAL PHOTOGRAPH
MBE Sand and Gravel Mine
Buffalo Township, Wright County, Minnesota



Project Boundary

N

0 1,500 Feet

ECO FORESIGHT
ENVIRONMENTAL CONSULTING

Sources: ESRI Imagery Hybrid; MN Geospatial Commons; Wright County Public Land Survey Information

FIGURE 5

HISTORIC GLO MAP ON 2019 AERIAL PHOTOGRAPH

MBE Sand and Gravel Mine

Buffalo Township, Wright County, Minnesota

Appendix A
Written Comments Received by Wright County

Record of Decision
MBE Sand and Gravel Mine EAW

DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, ST. PAUL DISTRICT
180 FIFTH STREET EAST, SUITE 700
ST. PAUL, MN 55101-1678

07/14/2022

Regulatory File No. MVP-2022-01220-BGO

THIS IS NOT A PERMIT

Edward Pettit
3650 Braddock Ave NE Suite 1600
Buffalo, MN 55313

To: Edward Pettit:

We have received your submittal described below. You may contact the Project Manager with questions regarding the evaluation process. The Project Manager may request additional information necessary to evaluate your submittal.

File Number: MVP-2022-01220-BGO

Applicant: Susie Borell

Project Name: MBE Sand and Gravel Mine

Project Location: Section 4 of Township 120 N, Range 25 W, Wright County, Minnesota (Latitude: 45.2249039535767; Longitude: -93.8447245620831)

Received Date: 07/13/2022

Project Manager: Benjamin Orne
(651) 290-5280
Benjamin.G.Orne@usace.army.mil

Additional information about the St. Paul District Regulatory Program can be found on our web site at http://www.mvp.usace.army.mil/missions/regulatory.

Please note that initiating work in waters of the United States prior to receiving Department of the Army authorization could constitute a violation of Federal law. If you have any questions, please contact the Project Manager.

Thank you.

U.S. Army Corps of Engineers
St. Paul District
Regulatory Branch

July 31, 2022 **Sent to: Scott.Deckert@co.wright.mn.us**

Mr. Scott Deckert
Wright County Planning & Zoning
3650 Braddock Avenue NE, Suite 1600
Buffalo, MN 55313

RE: Public Comment Submittal
Environmental Assessment Worksheet
MBE Proposed Mine

Dear Mr. Deckert:

I am reaching out to Wright County Planning & Zoning regarding the submittal of the Environmental Assessment Worksheet (EAW) completed for the proposed MBE Sand and Gravel Mine to be located at the NE corner of the MN State Highway 25 and Wright County 113 Intersection in Buffalo, MN.

We have been in contact with Wright County Planning & Zoning regarding this proposed mine several times over the last few years and are still against allowing this Land Use change. There was a reason Land Use Plans were developed by our predecessors and there should be very good reasoning behind making changes to those Plans. There are many reasons to be against this mine including,

- Loss in Wright County Revenue - Sand & gravel operations pay very little in taxes compared to other types of development. This is a prime real estate location.
- Loss of Control and Oversight (Issuing CUP's allows these facilities to operate with little ability to regulate – if nothing else, only a IUP should be issued to maintain some type of control)
- Community preservation (loss of apple orchards and 10+ acre horse/ hobby farms)
- Public safety which is the most important reason.

I have reviewed most of the submitted EAW and specifically want to object to the traffic study that was included with the submittal. The traffic study was completed by Vernon Swing with S^2 Traffic Solutions (SSTS). I understand that SSTS was retained by MBE and would like to present the best possible scenario to support effects of the mine on traffic. However, there are several items and assumptions within this report that are misleading and not applicable to the conditions that will be created by the mine if it is allowed to be developed. These include.

- The date the traffic study was completed.
- The traffic from High School Students.
- The statement that the mine would not adversely affect the traffic at the intersection.
- The recommendations by MNDOT that this mine is not approved until after the road improvements are completed.

Date of Study

The date of the traffic count at the intersection was Tuesday, January 4, 2022. This is one of the least travelled days of the year & evaluating traffic at the intersection during this time of year is not indicative of the traffic conditions at this intersection during the Spring, Summer and Fall. There is no construction traffic during January just as MBE doesn't plan to operate in the winter months. All traffic data obtained for this study should be deemed unacceptable. The data for the traffic studies completed by MNDOT as part of their Highway 25 Corridor Study should be used or new data should be obtained during the construction season.

Detoured Student Traffic

It should be noted that Dague Avenue has been under construction since Fall of 2021 and was closed during the time of the traffic study. There are many High School students who drive this corridor to the High School & they would be going through this intersection during the peak operation of the proposed mine every school day. The traffic study was conducted during this time providing artificially low car counts and should be completed when traffic down Cty Rd 113 from the High Schoolers is back to normal levels.

Conclusions from Consultant

SSTS used the data they obtained during their traffic study which is artificially low due to the above identified items. In addition, they have used modeling that includes the "*future*" left turn lanes that are discussed in the MNDOT Report but are not yet present. Use of their traffic flow data and the presence of the "Future" left turn lanes provides a Level of Service result of C or D which would indicate congestion and restricted speeds at times but generally acceptable traffic conditions. However, without the use of the left turn lanes (that don't yet exist) in addition to the flawed traffic survey results, the Level of Service would be in the E or possibly F categories which are unstable and congested traffic. These traffic conditions are not recommended and are generally deemed unacceptable.

MNDOT Recommendations

I have submitted the following previously and it was also included in the EAW provided by MBE. MNDOT prefers that a mine should not be approved at this location until the State Highway 25 improvements are implemented. Furthermore, the impacts of this mine have were not included in their calculations for the corridor study & may require additional study and calculations.

If this mine were to be approved, MNDOT feels it would create a more dangerous traffic situation at an already dangerous intersection. The following correspondence is directly from MNDOT's Principal Planner for the Highway 25 Corridor Study.

Hello Tom,

Thanks for reaching out. Our development review committee has provided comments to the county that we would prefer the county not take action to approve the mining operation in this location along CR 113 and Highway 25 until at least at such time the intersection improvements to the highway can be developed to safely accommodate the increased heavy truck traffic. MnDOT does not take a position to approve or disapprove of the mining operation itself, but only as it relates to the impact to the highway system. The decision to approve or disapprove the mining operation is up to the county, based on input from the public, including MnDOT. Hope that helps.

Tom Cruikshank
Principal Planner | District 3
3725 12th Street North, St. Cloud, MN 56303-2107
Phone: (320) 223-6526 Cell: (320) 267-9859
Email: thomas.cruikshank@state.mn.us

DEPARTMENT OF TRANSPORTATION

In summary, there are many reasons to deny this Conditional Use Permit (CUP) but the Traffic Conditions and Public Safety alone should be enough. There are many ways to generate, use & manipulate tables, design data & statistics to fit a narrative – this is a prime example. This mine certainly shouldn't be permitted until a new relevant study is completed.

I understand the need for sand and gravel but there are numerous existing pits in the area.

Please feel free to contact me with any questions you may have.

Sincerely,

Thomas McMullen, PE

3048 50th Street NE
Buffalo, MN 55313
Cell: 612-819-3591

DEPARTMENT OF ADMINISTRATION
STATE ARCHAEOLOGIST

328 West Kellogg Blvd St Paul, MN 55102
OSA.Project.Reviews.adm@state.mn.us

Date: 08/10/2022

Scott Deckert
Wright County
(763) 684-2320
scott.deckert@co.wright.mn.us

Project Name: MBE Sand and Gravel Mine

Notes/Comments
Thank you for the opportunity to comment on the MBE Sand and Gravel Mine EAW. While there are no previously recorded archaeological sites, archaeological site leads, or burials recorded in the proposed project area. However, there is a house illustrated on the original General Land Office map, as well as a road, in the proposed project area. Therefore, a phase I archaeological reconnaissance conducted by a qualified historical archaeologist is recommended. The Minnesota Historical Society maintains a list of cultural resource professionals at https://www.mnhs.org/preservation/directory.
Recommendations
☐ Not Applicable ☐ No Concerns ☐ Monitoring ☐ Phase Ia – Literature Review ☒ Phase I – Reconnaissance survey ☐ Phase II – Evaluation ☐ Phase III – Data Recovery

If you require additional information or have questions, comments, or concerns please contact our office.

Sincerely,

Jennifer Tworzyanski
Assistant to the State Archaeologist
OSA
Kellogg Center 328 Kellogg Blvd W
St Paul MN 55102
651.201.2265
jennifer.tworzyanski@state.mn.us

Submitted
8/12/22
Email
Scott Deckert

GILCHRIST ORCHARD

Buffalo, MN

Mr. Scott Deckert
Environmental Officer- Wright County
Wright County Planning & Zoning
3650 Braddock Avenue NE, Suite 1600
Buffalo, MN 55313

August 12th, 2022

Cover Letter for Vertex Engineering & Environmental Review of MBE-EAW

Dear Scott and Commissioners,

Attached to this cover letter is a review of the MBE-EAW by Vertex Engineering and Environmental Companies. Vertex is a highly regarded professional engineering and environmental advisor that we hired to review the EAW.

Mr. Thomas Koch and his colleague Mr. Alexander Johnsen are experts in Industrial Hygiene and have reviewed the EAW submitted by MBE. They have found deficiencies with regard to OSHA / Federal regulations, and Minnesota EQB - State regulations. They also address the topic of crystalline silica dust and the claims made by the MBE EAW that Silica dust is not present at this location.

This Vertex report contends that the mitigation proposal is inadequate, and that the EAW does not meet the standards of proof necessary to alleviate our concerns regarding the "fugitive dust" that will impact our Orchard and our surrounding friends and neighbors.

Respectfully,

Stephen K. Garvin

VERTEX®

August 10, 2022

Steve & Tami Garvin
Gilchrist Orchard
2628 50th Street NE
Buffalo MN 55313

RE: Garvin Farms LLC Buffalo, Minnesota Apple Orchard – Crystalline Silica Hazards Associated with Gravel Quarry Activities
VERTEX Project No. 74707

Dear Mr. and Mrs. Garvin:

The Vertex Companies, LLC (VERTEX) is providing this letter report pertaining to respirable crystalline silica-containing dust hazards associated with gravel pit mining and known human health effects associated with exposure to respirable crystalline silica. This letter report has been generated on behalf of Garvin Farms, LLC to support their objection to a proposed gravel mine ("pit") that would be located in close proximity to Garvin Farms, LLC apple orchard in Buffalo, Minnesota. VERTEX has reviewed the State of Minnesota Environmental Assessment Worksheet ("EAW") for the proposed MBE Sand and Gravel Mine and offers our professional opinion regarding potential respirable crystalline silica hazards at the proposed location of the MBE Sand and Gravel Mine.

I, Thomas D. Koch, CIH MESPM, serving as VERTEX's Vice President of Industrial Hygiene and Environmental Safety and Health Services, prepared this letter report. The opinions herein are based on my education, training, and experience in the industrial hygiene sector over the past 33 years. A copy of my Curriculum Vitae is annexed herein under Appendix I. This report has been peer-reviewed by VERTEX colleague Alexander E. Johnsen, CIH.

1.0 BACKGROUND

Garvin Farms, LLC ("Garvin Farms") is the owner of a 44-acre apple orchard near Buffalo, MN. MBE Inc. (MBE) has proposed a sand and gravel mine located in Buffalo, MN at the following location in Wright County: SW ¼ of SW ¼ of Section 4, T120N, R25W. According to information provided to VERTEX by Garvin Farms, the proposed gravel pit would be approximately 1000 feet directly west of the Garvin Farms apple orchard. The proposed gravel pit is a 36-acre property located at the northeast corner of Minnesota State Highway 25 and County Road 113.

2.0 CRYSTALLINE SILICA EXPOSURE HAZARDS

Crystalline silica is a common mineral found in the earth's crust. Materials such as sand, stone, concrete, and mortar contain crystalline silica. When materials that contain crystalline silica are cut, grinded, drilled, or crushed, very small dust particles are created that are 100 times smaller than ordinary beach or playground sand.[1] These tiny particles are referred to collectively as *respirable* crystalline silica. According to the Occupational Safety and Health Administration ("OSHA"), respirable crystalline silica "...is created when cutting, sawing, grinding, drilling, and crushing stone, rock, concrete, brick, block, and mortar. Activities such as ...cutting or crushing stone result in workers exposure to respirable crystalline silica dust."[2] Respirable crystalline silica can travel deep into the lungs of exposed persons and cause silicosis, an incurable and sometimes fatal lung disease. According to OSHA, respirable crystalline silica can also cause "...lung cancer, other debilitating lung diseases such as chronic obstructive pulmonary disease, and kidney disease."[3] There is no doubt and it is widely recognized by the regulatory, occupational safety and health, and medical communities that airborne respirable crystalline silica is a known human health hazard and a known carcinogen.

[1] https://www.osha.gov/silica-crystalline
[2] https://www.osha.gov/silica-crystalline
[3] https://www.osha.gov/sites/default/files/publications/OSHA3681.pdf

It is also important to note that the size of dust particulates is a factor in how far dust can travel and also how the size of a dust particle can affect human health. The size of particles is directly linked to their potential for causing health problems.[4] The United States Environmental Protection Agency ("EPA") "...is concerned about particles that are 10 micrometers in diameter or smaller because those are the particles that generally pass through the throat and nose and enter the lungs. Environmental dust is generally termed Particulate Matter ("PM") in regulatory terms. The particles sizes of most concern to human health are those particles that can enter the nose, throat, and lungs. EPA defines Particle Pollution in terms of the size of particles; PM_{10} are inhalable particles with diameters of less than 10 micrometers (approximately $1/7^{th}$ the diameter of a human hair)[5] and smaller, while $PM_{2.5}$ are fine inhalable particles with diameters less than 2.5 micrometers and smaller. According to the US EPA, $PM_{2.5}$, or fine particles, can remain airborne for long periods and travel hundreds of miles. Coarse particles, or the subset of PM_{10} that is larger than 2.5 μm, do not remain airborne as long and their spatial impact is typically limited because they tend to deposit on the ground downwind of emissions sources.[6]

OSHA has promulgated standards to protect the health and safety of workers who are exposed to respirable crystalline silica in general industry and the construction industry. In recent years, OSHA has established a revised National Emphasis Program ("NEP") "...to identify and reduce or eliminate worker exposures to respirable crystalline silica...".[7] As recently as 2017, OSHA revised the silica standards for construction and general industry that lowered the Permissible Exposure Limit ("PEL") for respirable crystalline silica to 50 micrograms per cubic meter (ug/M^3) and also established strict controls, including the use of water curtains, dust control measures, and respiratory protection requirement for workers that are exposed to respirable crystalline silica. The fact that OSHA revised respirable crystalline silica standards for both general industry and the construction industry to include specific requirements in the form of engineering controls for reducing airborne dust, and thus the potential for human exposure, further demonstrates that

[4] https://www3.epa.gov/region1/eco/uep/particulatematter.html
[5] Report on the Environment https://www.epa.gov/roe/
[6] https://www.eqb.state.mn.us/sites/default/files/documents/2016%20UPDATE%20to%20Tools%20for%20Local%20Govt%20approved%20March%2019___1_5_2017%20update_Final.pdf
[7] https://www.osha.gov/news/newsreleases/trade/02052020

the Federal Government considers airborne respirable crystalline silica a serious human health hazard. It is important to note that OSHA regulations, including the silica standards, apply to workers over the course of an 8-hour workday and does not apply to community settings. In non-occupational settings, such as residential communities, an 8-hour workday standard is not sufficient to protect community members since the source of the silica dust, in this case a proposed sand and gravel mine, is present 24 hours per day, 7 days per week, and 365 days per year. Whereas workers at a gravel quarry are protected by OSHA and/or Mine Safety and Health Administration regulations and are afforded the use of respirators, community members nearby the proposed quarry would not be expected to nor should they wear respirators to protect themselves from silica dust in and around their homes. For these reasons, some states, including the State of Minnesota, have issued guidance for non-occupational exposures to respirable crystalline silica dust and has also established an airborne respirable crystalline silica health-based value of 3 ug/M^3 (see paragraph below), which is substantially less than the OSHA PEL of 50 ug/M^3.

The State of Minnesota recognizes the human health hazards associated with respirable crystalline silica exposures. In 2013, the Minnesota Legislature passed rules to "...update environmental review rules, provide technical assistance, and develop model standards and criteria to support local units of government as they consider permits for silica sand mining, processing, and transportation in Minnesota."[8] As a result of this legislation, the Minnesota Department of Health ("MDH") was directed to adopt an air quality health-based standard for silica sand. MDH did develop the standard and in July 2013, "MDH completed a review of breathable (respirable) crystalline silica and released an air quality chronic health-based value (HBV) of 3 ug/M^3. MDH developed this guidance because there are no federal or state guidelines or standards for respirable crystalline silica in ambient air."[9] The 3 ug/M^3 HBV standard is much lower than the OSHA standard of 50 ug/M^3 "...due to adjustments for continuous exposure and consideration of uncertain factors to protect sensitive subpopulations in the general population.

[8] https://www.health.state.mn.us/communities/environment/hazardous/topics/silica.html#low
[9] Id.

The HBV protects even the most sensitive people exposed to respirable crystalline silica at any time during their lifetime."[10] The State of Minnesota's HBV of 3 ug/M^3 is nearly seventeen times lower than the OSHA PEL of 50 ug/M^3, clearly indicating that the State of Minnesota recognizes that non-occupational, community exposures to respirable crystalline silica dust present a substantial health risk to humans. The State of Minnesota Environmental Quality Board's document Tools to Assist Local Governments in Planning for and Regulating Silica Sand Projects, dated March 19, 2014 and updated January 5, 2017 states that "Scientific studies have linked short term exposure to elevated PM10 concentrations to decreased lung function, increased respiratory symptoms in children, increased doctor's visits and hospital admissions, and premature death in people with heart or lung disease."[11] The fact that the State of Minnesota recognizes the hazards associated with airborne respirable crystalline silica and enacted legislation and developed standards for non-occupational exposures to respirable crystalline silica demonstrates that the State of Minnesota recognizes the severity of the hazards associated with human exposures airborne respirable crystalline silica.

3.0 VERTEX REVIEW OF THE EAW

Following is a summary of our findings upon review of the EAW:

- On page 2 of the EAW, MBE states that, "The proposed operation will include sand and gravel mining, a small or intermittent wash plant, concrete/asphalt crushing/recycling, stormwater management, and berms adjacent to property boundaries."
    - It is VERTEX's professional opinion that some of these activities have the potential to produce respirable silica-containing dust. As stated earlier in Section 2.0 of this report, "According to the Occupational Safety and Health Administration ("OSHA"), respirable crystalline silica "...is created when cutting, sawing, grinding, drilling, and crushing stone, rock, concrete, brick, block, and mortar. Activities such as ...cutting or crushing stone

[10] Id.

[11] https://www.eqb.state.mn.us/sites/default/files/documents/2016%20UPDATE%20to%20Tools%20for%20Local%20Govt%20approved%20March%2019___1_5_2017%20update_Final.pdf

result in workers exposure to respirable crystalline silica dust."[12] The EAW specifically states that there will be concrete crushing at the proposed mine. Crushing of concrete is known to generate respirable crystalline silica dust that can travel off site with wind patterns.

- On page 7 of the EAW, MBE states that, "The project is expected to generate some fugitive dust and noise."
    - It is unknown how much respirable crystalline silica dust may be generated and the proposed dust control measures proposed in the EAW are inconclusive. The EAW contains words or phrases such as, "reduce dust" and "low potential for disturbing sand and gravel particles in a manner that creates airborne silica dust"; however, the language contained in the EAW is vague and generalized and does not provide any quantifiable data with regard to respirable crystalline silica dust concentrations expected to be generated during any of the proposed mining and support operations.
    - According to the EAW, a geotechnical engineer with Haugo Geotechnical Services (HGTS) concluded that "the project has a low potential for creating airborne silica dust." VERTEX has reviewed this report in Appendix G of the EAW and found that this claim is vague and inconclusive as there is no quantifiable or objective data to support this claim. Additionally, it is VERTEX's opinion that a "low potential for creating airborne silica dust" does not equate to a zero potential and does not demonstrate compliance with any local or federal regulations pertaining to respirable crystalline silica dust. Furthermore, the HGTS report states that, "as with any excavation or construction activity we anticipate that some fugitive dust will be created, especially during the summer months.". According to the EAW, MBE's proposed months of operation are expected to occur between May and November of each year.[13]
- On page 15 of the EAW, MBE states that, "The MBE Sand and Gravel Mine is not a silica sand project, and it will not produce silica sand."

[12] https://www.osha.gov/silica-crystalline
[13] https://www.co.wright.mn.us/DocumentCenter/View/26374/MBE-EAW-PDF?bidId=

- VERTEX understands that the project described in the EAW is not a silica sand project. It is VERTEX's opinion that while the intent of the mining operation may be to not mine or produce silica sand, respirable silica dust could be produced as a result of the other proposed sand and gravel mining operations, including concrete crushing.

- Table 1 of the EAW lists mitigation measures proposed by MBE to control dust from mining operations, among other things.
  - VERTEX opines that MBE has not conclusively demonstrated that the proposed mitigation measures will effectively control fugitive dust emissions and potential respirable crystalline silica from leaving the proposed sand and gravel mine boundary. While such actions such as setting back mining and processing operations, constructing berms, applying water during dry conditions, and applying magnesium chloride during dry conditions have the potential to reduce fugitive dust emissions, the EAW does not provide specific direction or authority as to who will be responsible for determining "dry" conditions, what standard or threshold will be used to determine "dry" conditions, and what will happen if these mitigation measures are ineffective and fugitive dust and or respirable crystalline silica is observed or detected in the areas surrounding the proposed sand and gravel mine boundary. Lastly, it is also VERTEX's professional opinion that the EAW has failed to conclusively demonstrate compliance with all applicable local and/or federal regulations pertaining to respirable crystalline silica dust through the use of the proposed mitigation measures.

4.0 CONCLUSIONS

Upon review of the EAW prepared by MBE in response to a community petition, VERTEX finds that the listed mitigation efforts for dust resulting from the proposed mining operations to be generally inconclusive and speculative. VERTEX has not reviewed or been provided with any quantitative evidence or peer-reviewed documentation pertaining to the amount of silica present within the aggregate proposed for mining operations, the effectiveness of dust control mitigation efforts, nor has VERTEX reviewed or been provided with a comprehensive dust control

plan that clearly identifies how dust from mining operations will be entirely prohibited from leaving the mine boundary or how mining operations will comply with all applicable local and/or federal regulations pertaining to respirable crystalline silica dust. It is VERTEX's opinion that the EAW does not demonstrate conclusively how fugitive dust and potential respirable crystalline silica will be thoroughly and effectively controlled such that at no time will any local or federal airborne threshold for either dust or respirable silica be exceeded. The EAW has not met a burden of proof that the mining operations described in the EAW will not generate respirable crystalline silica dust that can travel offsite and affect neighbors and property on adjacent properties, including the Garvin Farms property.

OSHA clearly recognizes that crushing and transporting stone and rock creates crystalline silica. According to OSHA, respirable crystalline silica "...is created when cutting, sawing, grinding, drilling, and crushing stone, rock, concrete, brick, block, and mortar. Activities such as ...cutting or crushing stone result in workers exposure to respirable crystalline silica dust."[14] The fact that the State of Minnesota recognizes the hazards associated with airborne crystalline silica and enacted legislation and developed standards for non-occupational exposures to crystalline silica demonstrates that the State of Minnesota recognizes the severity of the hazards associated with human exposures airborne crystalline silica. As established in this document and supported by the US EPA, Particulate Matter less than 10 micrometers in diameter can travel feet, yards, and miles depending on particle size and wind distribution patterns. Based on the length of travel of Particulate Matter recognized by the US EPA, wind patterns blowing particulate matter containing respirable crystalline silica from the proposed subject gravel quarry site in a west-to-east direction could certainly be expected to reach the Garvin Farms apple orchard property and potentially present a human health hazard to those present on the property.

[14] https://www.osha.gov/silica-crystalline

5.0 LIMITATIONS

Professional opinions presented in this report are based on information made available to VERTEX either by review of data provided by others or data obtained by VERTEX personnel. The opinions that I present in this report are based upon information available to me as of the date of this report. VERTEX reserves the right to amend this report should additional information be made available that warrants such action. I declare under penalty of perjury that everything I have stated in this document is true and correct. Should you have any questions or comments, please contact me at your convenience.

Sincerely,

The Vertex Companies, LLC

Thomas D. Koch, CIH MS
Vice President, Industrial Hygiene
and ESH Services

Alexander E. Johnsen, CIH
Senior Industrial Hygienist

GILCHRIST ORCHARD

Buffalo, MN

Mr. Scott Deckert
Wright County Environmental Officer
Wright County Planning & Zoning
3650 Braddock Avenue NE, Suite 1600 Sent:
Buffalo, MN 55313

Submitted: August 15th, 2022

Sent: Scott.Deckert@co.wright.mn.us
VIA : US Mail Express

RE: Public Comment Submittal Regarding Environmental Assessment Worksheet MBE Proposed Mine

Dear Scott and Commissioners,

Thank you for your time in reviewing this EAW matter that is before the County Commissioners. We thought we would add some important information for your consideration. First let me address a statement in the EAW that this study was not normally necessary per the size of the project but that it was only done because of a citizen petition. Our petition had well over 200 residents and neighbors who live and work in close proximity to this proposed gravel pit location. The original CUP request did not disclose that the proponent owned an addition 20 acres adjacent to this property. If it had been included, then a mandatory EAW would have been required. The additional land ownership was not known until it was brought up by one of our neighbors at the open hearing with the Planning & Zoning Board in August 2021.

We are adamantly against the approval of this gravel pit in any CUP or IUP application. We would like to add our comments and additional facts to the Wright County record regarding the MBE mining pit CUP request and the EAW study that has been resubmitted to the county for a review and comment period regarding a gravel & sand mining operation at the corner of Rt 25 and County Rd 113 in Buffalo township

Injury & Economic Burden

Gilchrist Orchard and Woods Edge Orchard have been in business for over 35+ years each. Our 2 Orchards cover 54 acres of farmland with over 13,000 apple trees, and roughly 16 varieties of Minnesota Grown Apples. Our Orchards regularly produce 3000 – 4000 bushels of apples. Our apples are sold to our local community, local Farmers' Markets, local grocery stores, and local schools. We employ 4-6 full time employees and 20-25 seasonal workers. We and our employees work outdoors in the Orchard from March through mid-November... roughly the same seasonality as a gravel pit operation. **These two types of operations side-by-side are not compatible.**

We have been established in this area for many years. These are meaningful businesses that will be negatively disrupted, put in jeopardy, and will likely sustain injury and economic burden by a gravel pit operation so close to both orchards.

There are several subject areas that have been omitted or not adequately addressed in this EAW study.

Fugitive Dust: There have been a few comments regarding the issue of fugitive dust and making light of the surrounding impacts to other businesses and neighborhoods. And that the occasional release of fugitive dust in no more than a nuisance or perhaps an allergen...in other words "no big deal". Let me state for the record that fugitive dust is a serious health hazard that must be addressed. This EAW study does not adequately address the many hazardous aspects of "fugitive dust".

Hypothetical Modeling- The EAW sites a hypothetical study of mathematical modeling to determine the dust flow calculations and concludes that the dust is likely to rise straight up and then settle back down in the gravel pit. This conclusion would be humorous if not for the seriousness of the issue. To suggest that the dust stays in the gravel pit is comical. A similar scientific resource group, Environmental Science and Research Group (Zhenya Duan, Yan Wang et.al 2021) put out a study called "Local Dispersion Characteristics of Dust in large open-air piles under the action of one-way wind". They mention that there is a large gap between the hypothetical assumption and the real atmospheric environment. In the hypothetical perfect scenario all the gravel dust would stay in the pit. However, in the real-world dust scenario, the high concentration of dust that exist in and near a stockpile may continue to spread to heights brought on by whirlpool wind effects where the dispersion distance can increase with the increase in wind speeds. The distance that the dust travels is greatly influenced by the wind speed and the particulate size. Smaller more dangerous particles can travel further than larger particles. So, the smaller more inhalable particles travel further. Attached is a chart that shows the distance that different size dust molecules can travel at varying wind speeds. For a quick example: a larger 10um dust particle at 6.2 miles per hour wind speed can travel 1.1 miles. A smaller 5um respirable particle at 6.2 miles per hour wind speed can travel 4.5 miles. The average wind speed in Buffalo MN here in August 2022 as of August 5th is 9.1 mph.

Toxicology & Particulate Size

The EAW says very little about the particulate size, nor does it fully address the physical analysis of these dust materials. Both aspects have health and ecology implications to the surrounding community. The CUP/ EAW presentation tries to minimize the impact that fugitive dust on surrounding homes, people, and vegetation. This fugitive dust is an actual health hazard to people, plants, and wildlife.

Their study identifies "silica" as not likely to be present at this particular site (yet to be determined) but it also inadequately addresses the presence of other hazardous compounds and materials found in the disruption of previously undisturbed geological formations at the site... such as heavy metals, gases, and radiation. Nor does it adequately address the inspection of and the composition of the reclamation material and crushing of concrete brought back to the site. This should not be a self-regulated situation.

- **Particulate Size, Composition, and Airborne Travel:** The EAW neglects to identify the composition of the dust and what happens to that dust created by mining and crushing activity during even moderate "wind" events... and how far that dust can travel. The EAW uses the smallest possible quarter mile radius to minimize the demographics around the proposed gravel pit which when slightly expanded to 1 mile the demographics would include over 500 residential homes. Our 2 local Apple Orchards are well within the first quarter mile radius of the immediate hazardous dust area.
- **Wind Events and Stockpiles**- Many of us have contacted other people who live next to existing gravel pits, they all discuss wind events that can happen 24/7/365.... even when no one is actively working at the pit. These people rarely open their windows, and they stay indoors much of the time especially on windy days.
  These stockpiles release enormous amounts of fugitive dust that are open to wind events. The EAW suggest that the height of the stockpiles will not exceed the height of the berms. This does not adequately stop the dust from leaving the site. The wind can easily carry the dust up and over the surrounding berms and can travel great distance. According to the attached study. The average wind speed for Buffalo MN from 2010 to present is 9.3 mph recorded at the Buffalo Municipal Airport. The current average wind speed for Aug 2022 is 9.1 mph with the highest August wind speed thus far on Aug 2nd of 21.3 mph. And the highest wind speed for the year for 2022 was on Feb 2nd with a sustained wind speed of 30 mph. I suspect that no one will be at the gravel pit in February, but the stockpiles will be there un-monitored. Fugitive Dust can travel for many miles at these wind speeds... let alone a thousand feet to our Orchard and 200 feet to Woods Edge, or Buffalo Free Church. We have submitted statements from residents who live next to gravel pits and a short 4-minute video of a small farm in Michigan that is across the road and just down the street from an active gravel mining pit to give you and the Wright County Commissioners a visual idea of what this decision could mean for our community.

When companies break up materials during mining, the dust can release a variety of heavy metals commonly associated with health problems. (Paul & Campbell 2011).

(Please see 3-minute video included/attached), photographs) Please see attached 3 page white paper regarding Respiratory and Allergic Immune Response Impacts of Gravel Pit / Quarry Operations on Adjacent Land / Properties ... (Hesketh & Cross Paper 1983)

Fugitive Dust – Specific to Our Apple Orchards

Dust and the Effects on our People and our Apples: With specific regard to our Apple Orchards. The EAW tries to minimize the effects of the dust and it totally neglects to address the significant issues that the fugitive dust will have on our people and our apple trees both physically and economically.

Potential Health Hazard to our workers: We work outside in our Orchard almost daily beginning in early March through November. We normally begin outdoor pruning, planting, and growing operations in Mid-March through Mid-August. We begin picking our apples in late August and finish up in early November. When gravel dust is in the air or on our apples then our workers could be put in jeopardy. Will we need to shut down during dust storms? OSHA has requirements for people working in the gravel pit ... so my question to the EAW Review committee is, "what health and safety measures are necessary for my workers who are working in close proximity to this gravel pit?". Why should my employees have to deal with this adverse working condition if imposed upon us?

Plant Physiology - Considering the importance and potential impact that this Gravel Mining Pit could have on the local apple orchards it is imperative to understand the complexities that could be affected by the by-product of the mining so close to these orchards. Nothing is mentioned in the EAW about the effects on our Apple Orchards: Photochemistry, Cellular interactions, Molecular & Cell Biology, Plant Morphology, and Environmental Interactions. Fugitive dust does affect all these areas of our apple trees.

Photosynthesis - Damage to the Photosynthesis process / Photo toxicity
The EAW does not address the issue of fugitive dust with regard to the damage done to the photosynthesis process. Although there are not a lot of specific studies directly regarding Apple trees, there are studies regarding the effects of dust on vegetation. These studies show significant damage to the plants they studied.

- "Dust on the leaves reduces Chlorophyll which leads to reduction in the photosynthetic rate ... which in turn reduces the quantum yield." ****
- "Dust can cause substantial changes to leaf physiology possibly due to shading and/or photo system damage".***
- "Dust causes a change in leaf temperature causing early leaf drop... which in turn reduces the time the tree has to store nutrients for winter dormancy" ... (which reduces the longevity of the tree). ****

Pollination and Pollinators. The EAW does not address the negative effects of fugitive dust on the pollination process nor the pollinators. I submit to you that fugitive dust does significant damage to the pollination process and the pollinators. If our apple blossoms are affected by gravel dust, then our pollinators will not be able to pollinate our trees. Our two local Apple Orchards host a multitude of pollinators. In any given year we estimate that we have well over 1 million honeybees in our orchard. We take great care not to harm or injure these beneficial pollinators during our daily care of the orchard. We also have a large number of native pollinators such as other types of bees and butterflies. The EAW does not address the effects of fugitive dust on either the pollination process nor the pollinators.

Stomatal Functioning - Longevity - Dust diminishes Longevity by clogging the water system of a tree.
According to one study, fugitive dust on the leaves of trees can inhibit the "stomatal functioning process". The "Stoma" is one of the minute pores in the epidermis of a leaf or stem through which gases and water vapor pass. Stomatal conductance is a function of the density, size and degree of opening of the stomata; a more open stomata allows greater conductance, and consequently indicating that photosynthesis and transpiration rates are potentially higher. If leaves are covered in dust the stomatal process is greatly inhibited. With lower amounts of stomatal conductance, we have lower amounts of water in the trees potentially reducing the productivity and longevity of the tree. (Nanos.G, Illias Illias 2007).

Dust on our Fruit
The dust on our fruit will reduce quality and quantity. It will also require extra cleaning and processing. A few years back, dust from the Knife River facility on Rt 25 here in Wright County totally ruined the Woods Edge Raspberry crop. Once covered with gravel dust the raspberries were no longer edible. How much dust and what kind of dust will be on our fruit?

Spider Mites: The EAW does mention the issue of Spider Mites but only little more than a topical consideration. Although Spider mites may not be generated by the gravel dust... however, Spider Mites do thrive in dust and the gravel pit produces dust. The Orchards must address the gravel dust issue and conditions that are conducive to Spider Mites population and the health of our apple trees.

Studies:

***The Effects of Dustfall on Vegetation and Orchards- Ghazala Shaheen ISSN 0976-044X. The International Journal of Science and Research 2013.
***The Effect of Dust on Date Palm regarding Pollination and Fruit Set - Torahi.A, Armani. K, Moalleni.N, Acta Horticultuae 2021
***The Effects of Particulates (Dust) on Cotton Growth, Photosynthesis, and Respiration - G.D. Nanos, Illias Illias - Environmental Science and Pollution Research 2007

I submit to you and to the County Board of Commissioners that a gravel pit mining operation located at the corner of Rt 25 and County Rd 113 in Buffalo Township MN will have a substantial injurious effect to our two adjacent apple orchards. Our Orchards are not miles away. They are literally next door. The environmental risk and the monetary risk to our businesses is significant. **These two types of businesses are not compatible side-by-side.**

For these reasons along with many other reasons we adamantly oppose any approval of a gravel mining operation at this location.

Thank you for your time and consideration.

Respectfully,

Stephen K. Garvin - Gilchrist Orchard

Tamara K. Garvin

Grant Garvin

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Effects of Dustfall on Vegetation

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Abstract: ***Dust pollution is important issue to be considered to maintain the safe quality of ambient air. Crushing units operating for production of large quantity of aggregates deposits dust particles in surrounding atmosphere. The plants and land exposed to heavy dust pollution shows variations according to the density of falling dust particles. The cover formed by deposition of dust particles decrease the pigmentation of plant leaves. The physical and chemical properties of plant tissues can change by such large dust pollution. The behavior of plant body cells depends upon the chemical properties of dust particles. Chemicals such as lead, iron, compounds of calcium etc. present in dust particles deposits on plant body and thereafter undergo changes with respect change in atmospheric conditions. Grasslands surrounded by crushing industries are being covered by large dust particles. The selected area for this research is under the influence of many crushing units. This experimentation has focused on the effect of dust pollution on plant bodies exposed to heavy dustfall. The effect of dust particles on grassland, crops, and trees were observed for few weeks. The experimental study carried out for South Katraj region shown unwanted results.***

Keywords: South Katraj, dust deposition, vegetation, effects of Crushing Industries.

1. Introduction

The protection of healthy environmental is become an important issue. Rapid deforestation and loss of vegetation helps to damage healthy environment as well as natural resources. The vegetation cover and forests are very important to balance the ecosystem. The plants show variations in their behavior such as growth, productivity etc. accordingly change in regional atmospheric conditions. Such plants and their issues are needed to undergo some research work which can save our healthy environment. Dust particles emitting from different sources affects plants life in different ways. Extra vegetation cover can minimize dust formation as well as its distribution from dust emitting sources.

The shape and area of plant leaf decides its exposure towards the accumulation of dust particles. Leaf is a structural unit of a plant produced on a stem which carry photosynthesis. The accumulation of dust particles and formation of a hard cementitious layer on plant leaves may reduce the rate of photosynthesis. Leaf Cells and the cell structure get damage due to excessive dust deposition. The small pores found in epidermis plant leaves are known as stomata. Stomata are an important in case of controlling the vapor exchange and nutrients. Stomata also carry evapotranspiration though which the requirement of water for different functions in plant body is controlled. Crushing units around selected study area generate huge dust which directly accumulates on plant leaves. Dust consists of many chemicals as it is emitted by crushing of rocks laid over this area. The contaminations of dust particle affect nutritional quality of plants and vegetables [1]. The dust storms are responsible for the distribution of heavy dust particles. Heavy dust generation contains different sizes of dust particles ranging from 0.001-10000 μm.

2. Literature Review

As a research of Prasad and Rao stated in 1980, there are several pollutants in air and trees receive such pollutants which harm their different functions. They have proved the effect of air pollution in petroleum–coke treated plant, Phaseolus aureus [2]. D. V. Armburst (1986) experienced the loss of dry weight in cotton plant (in Gossypium Hirsutum) took place due to reduction in rate of photosynthesis [3]. Loss of rate of photosynthesis was noticed due to dust deposition on cotton plants [3].

Plant cells contain carbohydrate which is useful for many functions of plant anatomy. Chlorophyll is green pigmented material found in green plants. It is also known as chlorophyll a and chlorophyll b. The efficiency of plant functions decides the quantity of plant pigmentation and chlorophyll present in plant body [2].

The study of Fowler et al. in 1989 have stated that dust particles and gaseous pollutants shows more effect on open woodlands than in crops having shorter height. The growth and other developments of plants are affected by dust and other gaseous pollutants. The physical and chemical properties of dust particles show different effect of plants [2]. Jahan and Iqbal (1992) observed reduction in leaf blade area of five tree species as a result of extensive dust and SO_2 pollution.

The study of Uzma Younis et al. shown varientions of dust deposition onplant body and such varientions took place due to many factors like shape, structure and size of plant leaf. The observation was carried at different sites in and around Multan [4].

Pune city shows tropical stunted semi evergreen vegetation pattern which include all types of tropical species indigenous and exotic both. The city has a tree cover distributed throughout the urban-scape. Approximately 380 species of trees are observed in Pune city. A tree census is being conducted by Pune Municipal Corporation. Almost 70% of tree census was completed up to June 2011. According to the tree census, 23.33 lakhs trees are present in 170 km^2 areas. Katraj, Parvati and Sinhagad area around Pune city have the maximum forest cover as compared to other forest areas in the city [5]. Many trees from selected study area are under the influence of heavy dust pollution

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which is being spread over South Katraj region. Forest area of city is going to reduce due such activities.

3. Methodology

3.1 Materials and Methods

The geographical area of State of Maharashtra is around 3, 07,713 km ^{2}among which 61,939 km ^{2} is surrounded by green and beautiful forests [6].

Pune district has geographical area equal to 16151 km^2 from which forest have occupied 1846.10 km^2 which is almost equal to 11 % under three forest divisions. Those total forests are classified as tropical stunted semi-evergreen forests, stunted semi- evergreen shrub forests, moist deciduous and dry deciduous forests [1]. South Katraj region made up of hilly ranges known as Ghats like Bopdev Ghat, Dive Ghat etc. Selected study area of South Katraj is a undulated land below Bopdev Ghat and Dive Ghat. Both ghat ranges connect Pune to Saswad town at its South End.

Photographical observation of selected plants was carried for 7-8 weeks. In the beginning of experimentation, selected study area was surveyed for effect of dust on plants and few plants were marked for further observations. Crushing units running at South Yewalewadi and Wadachi Wadi are responsible for this dust pollution. The density of trees is reducing in South Katraj since last decade.

4. Results and Discussion

4.1 Effect of dust pollution on Vegetations

The heavy dust pollution was found in selected study area as the area is producing large quantity of aggregates. Dust pollution is the result of crushing industries which deposits huge dust on plant body. Some marked trees were observed time to time to study the effect of dustfall on plant life. In the observations, it was found that trees have shown large variations in their physical appearance. The heavy dust fall on the plants is shown in Figure No.1 which shows the difference between external appearance of the plant at Nigadi Pradhikaran Pune and plants which were exposed to heavy dustfall in chosen study area. The loss of vegetation was found nearby crushing unit

Figure 1: Showing Plants Exposed to different weather conditions

The dust pollution damaged many plants as dust particles deposited on plant body and formed hard layer as climatic changes took place. The hard layer formed by dust particles resist the development of trees which is shown in figure no. 2. The continuous heavy dustfall and speedy wind laden is responsible for loss of leaves from stems. Loss of green grasses is often seen nearby crushing units.

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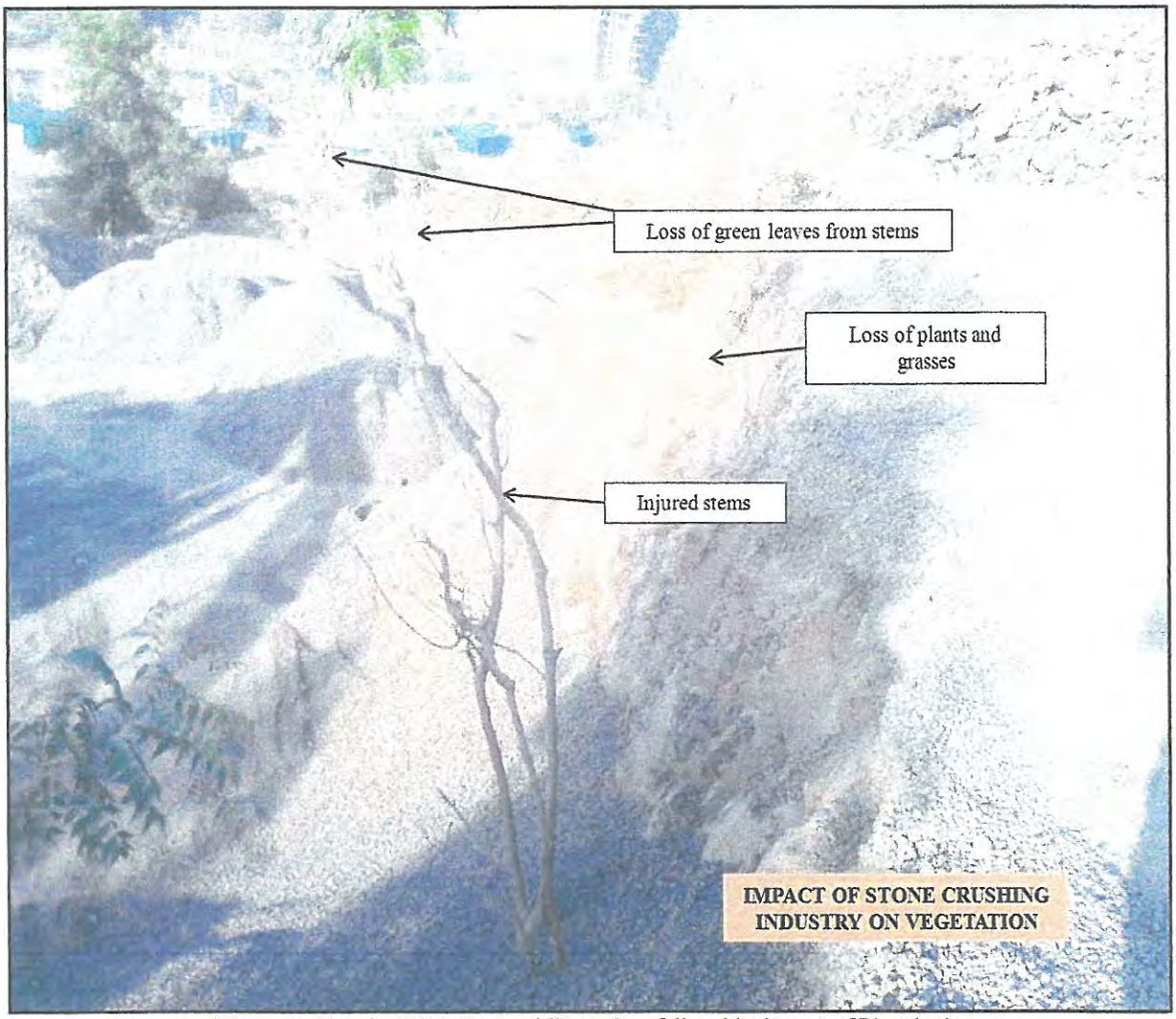

Figure 2: Showing Plant Exposed Heavy Dustfall and its impact of Plant body

Stocking and processing of aggregates harmed cover of vegetation around cluster of crushers. Dust particles emitting from sorting activity of crushed stone pieces settled on open land. Processing of aggregates on conveyor belt increases the dust emission rate. Figure No. 2 shows a plant under heavy dust pollution in selected study area. Dusty plants lost their green leaves and were seen with injured stems. Dust storms forming due to huge dust and speedy wind damaged many trees. South Yewalewadi is under developing stage since last decade. Rate of deforestation was increased for development of

nearby area. Many crushing units and necessary earth moving equipments were established at elevated locations. Impact of stone crushers was observed on crops, the rate of yield production was found to be decreased. Dust particles entered in soil pores which blocked the circulation of air inside the soil. The lack of air circulation affected the functions of plant roots. It reduced the growth of crops.

The rate of dustfall on plants leaves near Iskon temple area was found to be higher due to activities taking place at many construction sites. The heavy vehicular traffic carrying aggregates and building materials is also responsible for heavy dust pollution in this area. This area has very less density of green trees.

Dust particles have covered green surfaces of plants

leaves as shown in Figure No. 3. The loss of pigmentation was observed due to dust accumulation on plant leaves. Such effects reduced the rate of photosynthesis.

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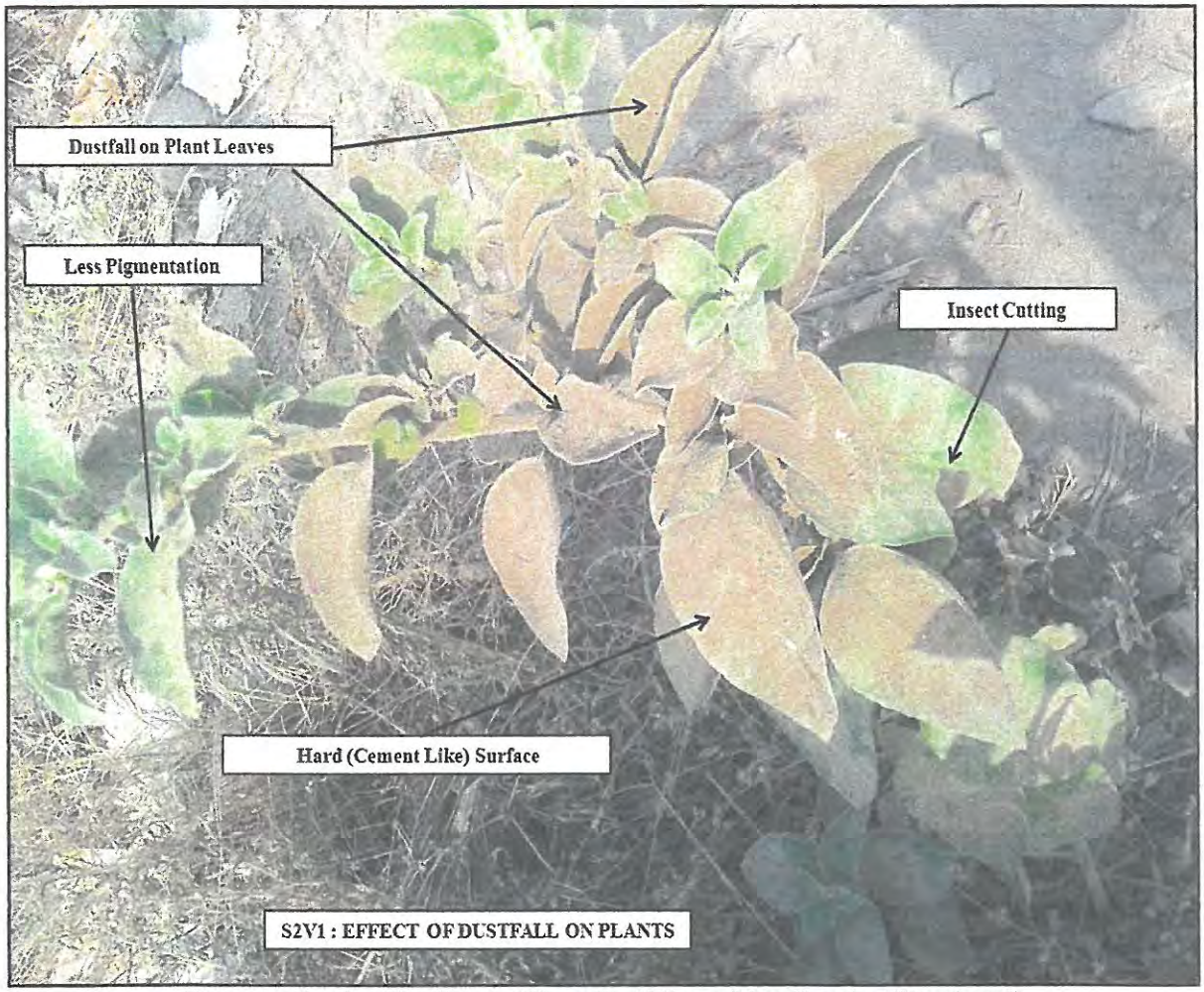

Figure 3: Showing Plant Exposed Heavy Dustfall near Iskon Temple at Yewalewadi

Layers of dust particles formed hard cementitious coverings on plant leaves. The formed cementitious products of dustfall reduced development of plant body.

The plants exposed to this heavy dust polluting area remain deposited by huge dust. The dust particles deposited on plant body provided shelters for insects and other micro-organism which cut plant body for their food.

The higher rate of dust emission in a study area allowed higher dustfall on vegetation which is responsible for reduction in growth of green grasses in the area.

Dust particles collected on grasses have dried out the green land. The loss of vegetation during site preparation of crushing units emits large dust particles and results in deforestation.

Figure 4 is showing the impact of dustfall on plant body within the study area at Yewalewadi. This figure showing a plant with large leaves exposed to dustfall. The dustfall on leaves were observed for few weeks. The rate of dustfall and changes in behavior of plant leaves were noticed. Photographical observation carried for this plant shown several changes in external appearance.

The accumulation of dust particles damaged many green cells of leaf. Marginal yellow and brown patches representing the damaged cells of leaves. Such patches formation found to be harmful for plant leaves which reduced the pigmentation. The rate of photosynthesis depends on chlorophylls presents in plant cells. The loss of cells structures affects the rate of photosynthesis and growth rate of plant affected.

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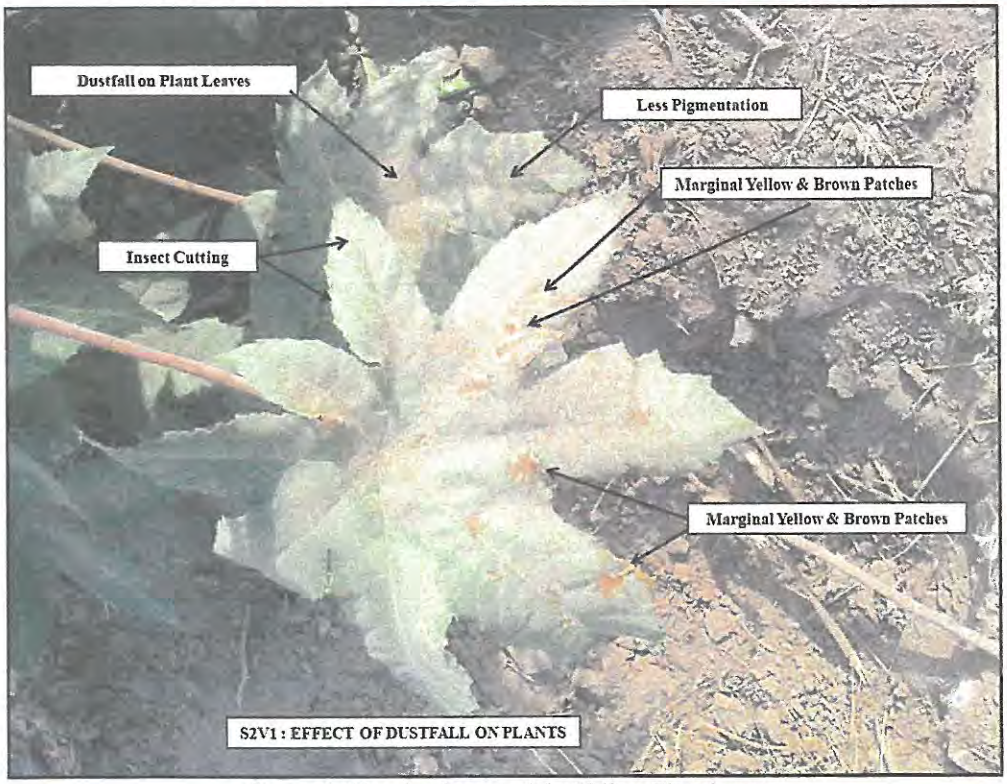

Figure 4: Showing impact of dustfall on Plant leaves

5. Conclusion

The effect of dust pollution on plants is observed in this study as it has reduced the vegetation in study area. The formation of dust layer on plant body damage plant tissue which may reduce rate of photosynthesis. Dust particles emitted from stone crushing activity reduces the pigmentation in plant leaves. Dust fall on open land reduces its fertility of soil. Deposition of dust particles exerts stresses on plant which reduces productivity of plants. Crushing activities are basically responsible for deforestation and loss of green land across the world. Preventive measures are necessary to stop deterioration of forests. Further research is needed to reduce the effect of dust pollution on living being.

References

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Respiratory and Allergic Immune Response Impacts of Gravel Pit / Quarry Operations on Adjacent Land / Properties

Calculations for 10 µm Particles:

Dust of this size is the median inhalable diameter specified by the EPA. "The EPA describes inhalable dust as that size fraction of dust which enters the body, but is trapped in the nose, throat, and upper respiratory tract." The terminal velocity of this size of particle is calculated to be 7.53E-03 m/s using Stokes Law for Fluid-Particle Forces, in the conditions specified previously.

It will therefore take 664 seconds for these particles to fall from a height of 5 meters (16.4 feet).

Wind Speed	Travel Distance
5 km/h (3.1 mph)	0.9 km (.55 mile)
10____(6.2 mph)	1.8 (1.1 miles)
20____(12.4 mph)	3.7 (2.3 miles)
40____(24.8 mph)	7.4 (4.6 miles)
60____(37.3 mph)	11.1 (6.9 miles)
80____(49.7 mph)	14.8 (9.2 miles)

Calculations for 5 µm Particles:

Dust of this size falls within the respirable dust range as specified by the EPA. Respirable dust refers to those dust particles that are small enough to penetrate the nose and upper respiratory system and deep into the lungs. Particles that penetrate deep into the respiratory system are generally beyond the body's natural clearance mechanisms of cilia and mucous and are more likely to be retained

The terminal velocity of this size of particle is calculated to be 1.91E-03 m/s using Stokes Law for Fluid-Particle Forces, in the conditions specified previously.

It will therefore take 2,612 seconds for these particles to fall from a height of 5 meters (16.4 feet).

Wind Speed	Travel Distance
5 km/h (3.1 mph)	3.6 km (2.2 miles)
10____(6.2 mph)	7.3 (4.5 miles)
20____(12.4 mph)	14.5 (9 miles)
40____(24.8 mph)	29.0 (18 miles)
60____(37.3 mph)	43.5 (27 miles)
80____(49.7 mph)	58.1 (36.1 miles)

Conclusion:

Using EPA inhalable dust and Stokes Law for Fluid Particle Forces definitions and calculations, by varying the dust particulate particle size, wind speed, and release height, respirable dust can, and will, impact areas just about anywhere directionally downwind from a gravel pit's operational activities, unquestionably posing health risks and bearing an impact on adjacent properties, including to residential and school facilities areas and occupants, and particularly on sensitive and vulnerable adults, seniors, and children.

Respiratory and Allergic Immune Response Impacts of Gravel Pit / Quarry Operations on Adjacent Land / Properties

The Effect of Particles on Allergic Immune Responses

http://toxsci.oxfordjournals.org/content/65/1/7.full (including impacts/effects of airborne sulfur (SO2) and silica particulates/particles)

http://oehha.ca.gov/air/pdf/oehhaso2.pdf (sulfur specific)

> Prior to 1980, controlled exposures of human subjects to SO2 had involved only healthy subjects. In general these studies did not find adverse respiratory effects even at concentrations of 13 ppm (Frank et al, 1962).
>
> **In 1980 and 1981, Koenig et al (1980; 1981) and Sheppard et al (1980; 1981) published the results of controlled SO2 exposures in both adolescent and adult subjects with asthma. *The studies by Koenig and Sheppard found that people with asthma were extremely sensitive to inhaled SO2 and therefore may be at increased risk for adverse respiratory effects in communities where SO2 concentrations are elevated even for short periods of time.***

Small particles are the most dangerous

[2768]
Because of the size of the particle, they can penetrate the deepest part of the lungs. Larger particles are generally filtered in the nose and throat and do not cause problems, but particulate matter smaller than about 10 micrometers can settle in the bronchi and lungs and cause health problems. Similarly, particles smaller than 2.5 micrometers tend to penetrate into the gas-exchange regions of the lung, and very small particles ($\leq$ 100 nanometers) may pass through the lungs to affect other organs. Particles smaller than 100 nanometers can pass through cell membranes and migrate into other organs, including the brain. It has been suggested that particulate matter can cause similar brain damage as that found in Alzheimer patients. Particles emitted from modern diesel engines are typically in the size range of 100 nanometers. In addition, these soot particles also carry carcinogenic components like benzopyrenes adsorbed on their surface.

Long-term exposure to fine particulate

[2769]
Pope and colleagues 2002 found that particles smaller than 2.5 micrometers leads to high plaque deposits in arteries, causing vascular inflammation and atherosclerosis. Fine particulate and sulfur oxide-related pollution were associated with all-cause, lung cancer, and cardiopulmonary mortality. The authors concluded that long-term exposure to combustion-related fine particulate air pollution is an important environmental risk factor for cardiopulmonary and lung cancer mortality. The authors stress that the legislative limits for engines are unsuitable to protect against particulate matter.

Toxicology of particulate matter

[2770]
According to Valavanides and colleagues 2008, the inflammatory injury, oxidative damage, and other biological effect are stronger for fine and ultrafine particles, such those from exhaust particles from motor vehicles because they can penetrate deeper into the airways of the respiratory tract. These particles pollute urban areas. The authors call for studies on the cytotoxic and carcinogenic mechanisms of particulate matters in the lungs. They stress the importance to understand the formation of particulate matter by internal combustion engines and other sources.

One of the single most useful reference on fugitive emissions is "Fugitive Emissions and Controls, by Hesketh and Cross, 1983, and this work focused on dust. They mention primary fugitive dust sources as being unpaved roads; mining, excavating, crushing operations; and heavy construction operations as the first, fourth, and sixth primary sources. Of particular interest is their citing EPA's emissions study showing that automobiles on unpaved roads may produce up to 75 pounds of fugitive dust per vehicle mile traveled (VMT). The EPA developed an emission factor for vehicles on unpaved roads*:

$$E = (0.81)\,(s)\left(\frac{S}{30}\right)\left(\frac{365 - w}{365}\right)$$

Where E = lb of fugitive emissions / VMT
s = silt content of road surface material, %
S = average vehicle speed, mph
w = mean annual number of days with 0.01 in. or more of rainfall

Hesketh and Cross also cite an expert as stating that this equation might be modifiable for trucks on haul roads by pro-rating for truck tire surface.

WillyWeather 1,110

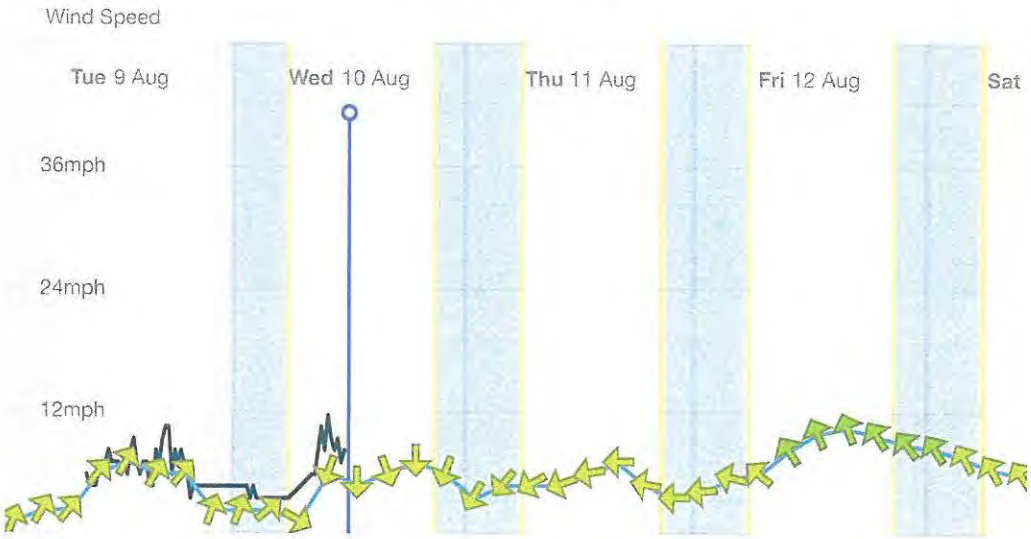
Buffalo MN, 55313 0 mph

Weather **Wind** Rainfall Sun Moon UV Tides Swell More Now 12:14 am 10 Aug

Buffalo Wind Forecast

United States / MN / Wright County /

1-Day 3-Day 5-Day



8.1mph ENE

Speed and Direction

Strength
Gentle

Trend
Increasing

Recorded at Buffalo, Buffalo Municipal Airport
Updated 22 mins ago (1.9 miles away)

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Wind Forecast NOAA

Wind Real-Time Buffalo, Buffalo Municipal Airport 1.9miles

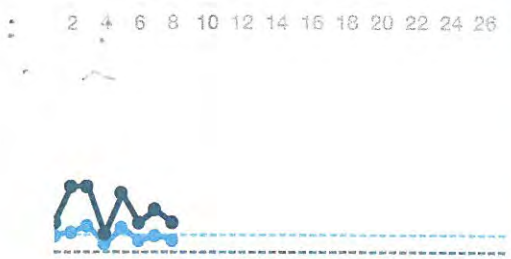
Buffalo wind forecast issued today at 9:31 pm. Next forecast at approx. 9:31 am

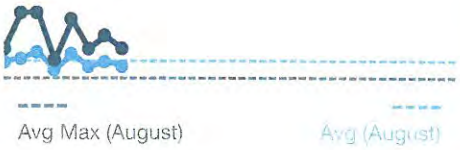
Buffalo Wind Statistics

August Wind
Buffalo, Buffalo Municipal Airport (1.9 miles)

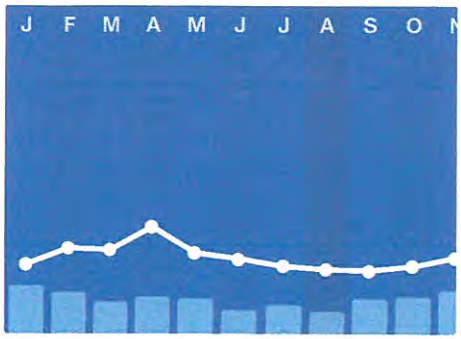
Climate (2010–Present)
Buffalo, Buffalo Municipal Airport (1.9 miles)

Real-Time Extremes View More





Avg Max (August) Avg (August)



Nation State County

Hottest 96.8 °F
Fayetteville, Fayetteville Regional ...

Coldest 33.8 °F
Puntilla, AK

Windiest 39.1mph
Akun Airport, AK

Wettest (Last Hour) 0.8in
Monroe Regional Airport, LA

2022 July August

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Strongest 2 August, 2022
21.9mph WSW

Average August
7.8mph

Strongest 18 February, 2022
30mph WNW

Average 2010–Present
9.2mph

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- Gulf Shores, AL
- Phoenix, AZ 85004
- Arcadia, CA 91007

Data Sources

Weather information based on data supplied by NOAA ›

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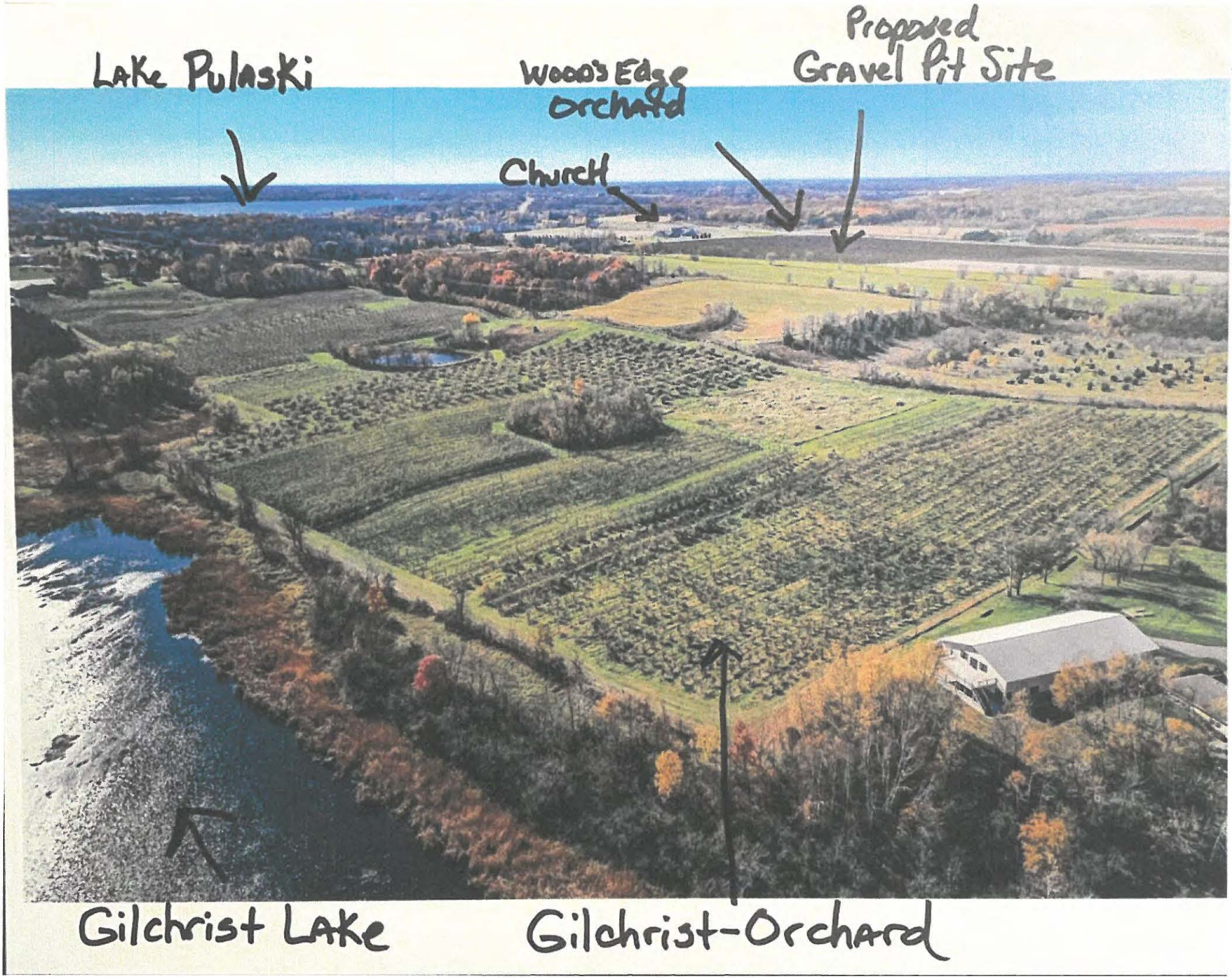
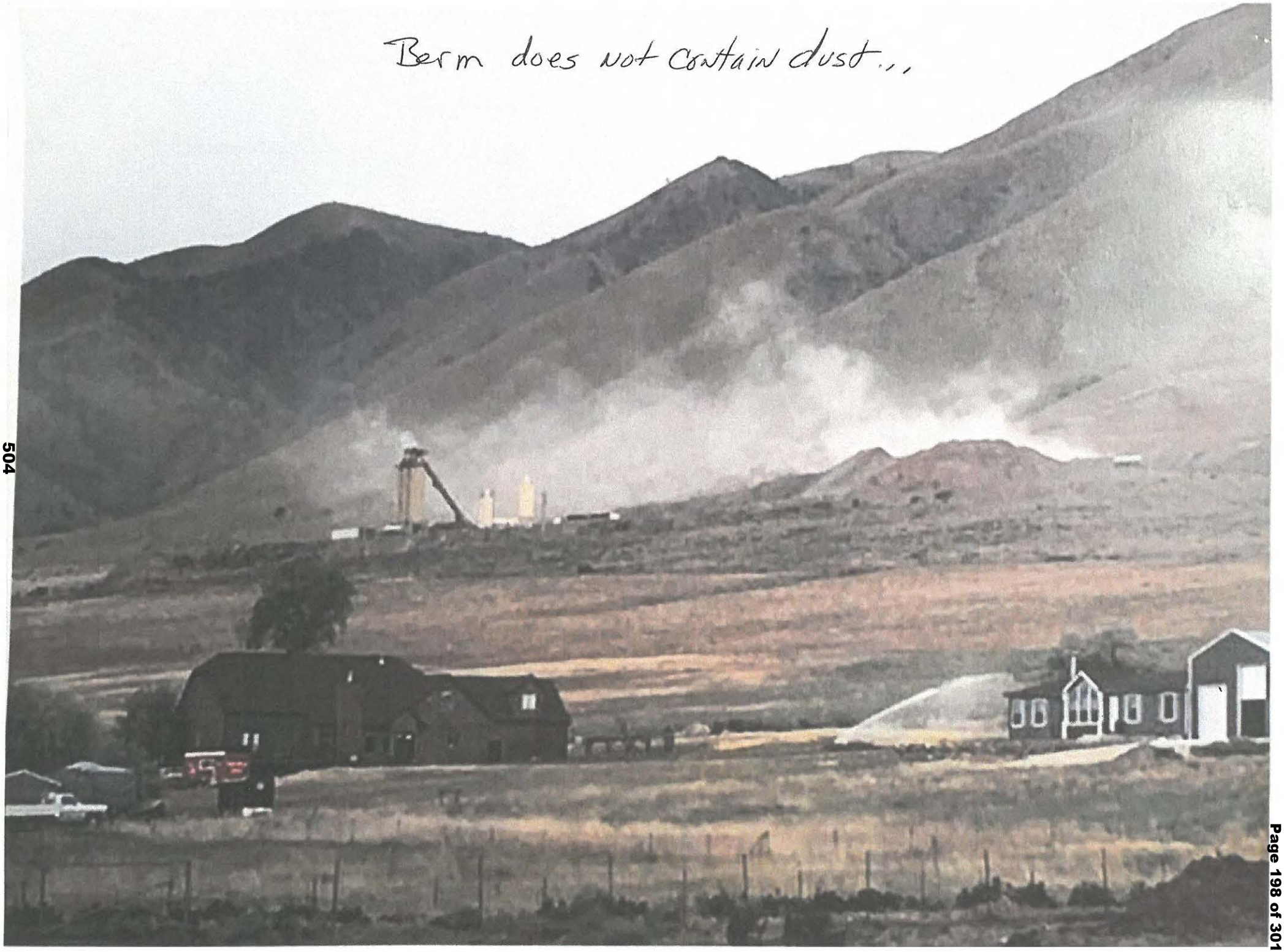
Contact Us


Lake Pulaski
Wood's Edge Orchard
Church
Proposed Gravel Pit Site
Gilchrist Lake
Gilchrist-Orchard

Gravel Pit w/ 8' Berm - Does not Contain Dust


Berm does not contain dust..,

DEPARTMENT OF ADMINISTRATION
STATE HISTORIC PRESERVATION OFFICE

August 15, 2022

Scott Deckert
Environmental Health Inspector
Wright County Planning & Zoning
3650 Braddock Ave NE, Suite 1600
Buffalo, MN 55313

RE: EAW – MBE Sand and Gravel Mine
T120 R25 S4, Buffalo Twp, Wright County
SHPO Number: 2022-2170

Dear Scott Deckert:

Thank you for providing this office with a copy of the Environmental Assessment Worksheet (EAW) for the above-referenced project.

Based on our review of the project information, we conclude that there are no properties listed in the National or State Registers of Historic Places, and no known or suspected archaeological resources in the area that will be affected by this project.

Please note that this comment letter does not address the requirements of Section 106 of the National Historic Preservation Act of 1966 and 36 CFR § 800. If this project is considered for federal financial assistance, or requires a federal permit or license, then review and consultation with our office will need to be initiated by the lead federal agency. Be advised that comments and recommendations provided by our office for this state-level review may differ from findings and determinations made by the federal agency as part of review and consultation under Section 106.

Please contact Kelly Gragg-Johnson, Environmental Review Program Specialist, at kelly.graggjohnson@state.mn.us if you have any questions regarding our review of this project.

Sincerely,

Sarah J. Beimers
Environmental Review Program Manager

MINNESOTA POLLUTION CONTROL AGENCY

520 Lafayette Road North | St. Paul, Minnesota 55155-4194 | 651-296-6300

800-657-3864 | Use your preferred relay service | info.pca@state.mn.us | Equal Opportunity Employer

August 15, 2022

Scott Deckert
Environmental Health Inspector
Wright County Planning & Zoning
3650 Braddock Ave Northeast, Suite 1600
Buffalo, MN 55313

Re: MBE Sand and Gravel Mine Environmental Assessment Worksheet

Dear Scott Deckert:

Thank you for the opportunity to review and comment on the Environmental Assessment Worksheet (EAW) for the MBE Sand and Gravel Mine project (Project) located in Buffalo Township, Wright County, Minnesota. The Project consists of a new sand and gravel mining operation. Minnesota Pollution Control Agency (MPCA) staff has reviewed the EAW and have no comments at this time.

We appreciate the opportunity to review this project. Please provide the notice of decision on the need for an Environmental Impact Statement. Please be aware that this letter does not constitute approval by the MPCA of any or all elements of the Project for the purpose of pending or future permit action(s) by the MPCA. Ultimately, it is the responsibility of the Project proposer to secure any required permits and to comply with any requisite permit conditions. If you have any questions concerning our review of this EAW, please contact me by email at Karen.kromar@state.mn.us or by telephone at 651-757-2508.

Sincerely,

Karen Kromar

This document has been electronically signed.

Karen Kromar
Project Manager
Environmental Review Unit
Resource Management and Assistance Division

KK:rs

cc: Dan Card, MPCA, St. Paul

August 16, 2022 Sent to: Scott.Deckert@co.wright.mn.us

Mr. Scott Deckert
Wright County Planning & Zoning
3650 Braddock Avenue NE, Suite 1600
Buffalo, MN 55313

Ref: Public Comment: MBE Environmental Assessment Worksheet

Dear Mr. Deckert:

We're writing this letter regarding the Environmental Assessment Worksheet (EAW) that was recently completed and submitted by MBE in support of their Conditional Use Permit (CUP) application for a proposed gravel pit located at the NE corner of State Hwy 25 and Wright County Rd 113.

First, we would like to go on record in complete support of the contents and concerns stated in Tom McMullen's letter sent to your office dated July 31, 2022. (See attached document)

In addition to Tom's concerns regarding the traffic study, we believe it's important to note that in March 2022, 845 employees were moved to the new Wright County Government Center located on Braddock Ave NE in March 2022. This change occurred after the traffic study was completed therefore it excluded employees and citizens arriving and leaving the facility each day. Braddock Ave connects to County Rd 113 to the north and could be heavily used as a route to and from the Government Center. We strongly believe the additional traffic volume would have a significantly negative impact on the studies safety conclusions regarding the intersection. Based on this additional information, the traffic study conducted by Traffic Solutions (SSTS) needs to be considered null and void at this time.

Additionally, we believe that if MBE's application moves forward, an Interim Conditional Permit (ICP) should be considered instead of a CUP. This would provide greater oversight of the mining operations and the surrounding community and will help provide the health and welfare of Wright County and its Citizens.

In summary, there are many reasons to deny this Conditional Use Permit (CUP) but the Traffic Conditions and Public Safety alone should be enough. We all know there's many ways to generate, use & manipulate tables, design data & statistics to fit a narrative – this might be a prime example. MBE's mine application certainly shouldn't be approval until a new relevant study is completed. We all understand the need for sand and gravel but there are numerous existing pits in the area.

Please feel free to contact us with any questions you may have.

Sincerely,

Jeff and Becky Byington

4145 50th Street NE
Buffalo, MN 55313
Mobile: 763.257.5750

July 31, 2022 **Sent to: Scott.Deckert@co.wright.mn.us**

Mr. Scott Deckert
Wright County Planning & Zoning
3650 Braddock Avenue NE, Suite 1600
Buffalo, MN 55313

RE: Public Comment Submittal
Environmental Assessment Worksheet
MBE Proposed Mine

Dear Mr. Deckert:

I am reaching out to Wright County Planning & Zoning regarding the submittal of the Environmental Assessment Worksheet (EAW) completed for the proposed MBE Sand and Gravel Mine to be located at the NE corner of the MN State Highway 25 and Wright County 113 Intersection in Buffalo, MN.

We have been in contact with Wright County Planning & Zoning regarding this proposed mine several times over the last few years and are still against allowing this Land Use change. There was a reason Land Use Plans were developed by our predecessors and there should be very good reasoning behind making changes to those Plans. There are many reasons to be against this mine including,

- Loss in Wright County Revenue - Sand & gravel operations pay very little in taxes compared to other types of development. This is a prime real estate location.
- Loss of Control and Oversight (Issuing CUP's allows these facilities to operate with little ability to regulate – if nothing else, only a IUP should be issued to maintain some type of control)
- Community preservation (loss of apple orchards and 10+ acre horse/ hobby farms)
- Public safety which is the most important reason.

I have reviewed most of the submitted EAW and specifically want to object to the traffic study that was included with the submittal. The traffic study was completed by Vernon Swing with S^2 Traffic Solutions (SSTS). I understand that SSTS was retained by MBE and would like to present the best possible scenario to support effects of the mine on traffic. However, there are several items and assumptions within this report that are misleading and not applicable to the conditions that will be created by the mine if it is allowed to be developed. These include.

- The date the traffic study was completed.
- The traffic from High School Students.
- The statement that the mine would not adversely affect the traffic at the intersection.
- The recommendations by MNDOT that this mine is not approved until after the road improvements are completed.

Date of Study

The date of the traffic count at the intersection was Tuesday, January 4, 2022. This is one of the least travelled days of the year & evaluating traffic at the intersection during this time of year is not indicative of the traffic conditions at this intersection during the Spring, Summer and Fall. There is no construction traffic during January just as MBE doesn't plan to operate in the winter months. All traffic data obtained for this study should be deemed unacceptable. The data for the traffic studies completed by MNDOT as part of their Highway 25 Corridor Study should be used or new data should be obtained during the construction season.

Detoured Student Traffic

It should be noted that Dague Avenue has been under construction since Fall of 2021 and was closed during the time of the traffic study. There are many High School students who drive this corridor to the High School & they would be going through this intersection during the peak operation of the proposed mine every school day. The traffic study was conducted during this time providing artificially low car counts and should be completed when traffic down Cty Rd 113 from the High Schoolers is back to normal levels.

Conclusions from Consultant

SSTS used the data they obtained during their traffic study which is artificially low due to the above identified items. In addition, they have used modeling that includes the "*future*" left turn lanes that are discussed in the MNDOT Report but are not yet present. Use of their traffic flow data and the presence of the "Future" left turn lanes provides a Level of Service result of C or D which would indicate congestion and restricted speeds at times but generally acceptable traffic conditions. However, without the use of the left turn lanes (that don't yet exist) in addition to the flawed traffic survey results, the Level of Service would be in the E or possibly F categories which are unstable and congested traffic. These traffic conditions are not recommended and are generally deemed unacceptable.

MNDOT Recommendations

I have submitted the following previously and it was also included in the EAW provided by MBE. MNDOT prefers that a mine should not be approved at this location until the State Highway 25 improvements are implemented. Furthermore, the impacts of this mine have were not included in their calculations for the corridor study & may require additional study and calculations.

If this mine were to be approved, MNDOT feels it would create a more dangerous traffic situation at an already dangerous intersection. The following correspondence is directly from MNDOT's Principal Planner for the Highway 25 Corridor Study.

Hello Tom,

Thanks for reaching out. Our development review committee has provided comments to the county that we would prefer the county not take action to approve the mining operation in this location along CR 113 and Highway 25 until at least at such time the intersection improvements to the highway can be developed to safely accommodate the increased heavy truck traffic. MnDOT does not take a position to approve or disapprove of the mining operation itself, but only as it relates to the impact to the highway system. The decision to approve or disapprove the mining operation is up to the county, based on input from the public, including MnDOT. Hope that helps.

Tom Cruikshank
Principal Planner | District 3
3725 12th Street North, St. Cloud, MN 56303-2107
Phone: (320) 223-6526 Cell: (320) 267-9859
Email: thomas.cruikshank@state.mn.us

DEPARTMENT OF TRANSPORTATION

In summary, there are many reasons to deny this Conditional Use Permit (CUP) but the Traffic Conditions and Public Safety alone should be enough. There are many ways to generate, use & manipulate tables, design data & statistics to fit a narrative – this is a prime example. This mine certainly shouldn't be permitted until a new relevant study is completed.

I understand the need for sand and gravel but there are numerous existing pits in the area.

Please feel free to contact me with any questions you may have.

Sincerely,

Thomas McMullen, PE

3048 50th Street NE
Buffalo, MN 55313
Cell: 612-819-3591

RECEIVED
AUG 17 2022
BY: .....

08/16/2022

Wright County Commissioners, Planning and Zoning:

I am a resident of Silver Creek Township and am writing to express my opposition to the MBE mining proposal in Buffalo Township. Very recently a similar proposal was submitted adjacent to our property in Silver Creek. During that process, we had a market value impact analysis performed, and we are submitting this for your review. This study was done by a certified real estate appraiser, from a very reputable company. As you can see from the study, the impact of these industrial operations on local property values, is devastating.

Under Wright County's Ordinance, to approve a CUP for a gravel pit operation, the County must find that 6 criteria are met, including a finding that "[t]he conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the immediate vicinity." This is section 155.029 (A) (1) of the Code.

In addition, the County's denial of a CUP application is not arbitrary if the applicant cannot meet even one of the criteria that must be met for approval of a CUP.

The appraisal evidence is the kind of concrete, non-speculative evidence that supports a finding that the gravel pit use will substantially diminish or impair property values. I ask that the planning and zoning recommend denial of the CUP, as it cannot meet the county ordinance criteria for approval.

Scott Spears
Resident
Silver Creek Township

Scott Spears

CBRE VALUATION & ADVISORY SERVICES

RESTRICTED APPRAISAL REPORT

MARKET VALUE IMPACT ANALYSIS ON SURROUNDING PROPERTIES TO THE PROPOSED MINING OPERATION ON WRIGHT COUNTY PARCEL NO. 216-100-251200

CBRE GROUP, INC. FILE NO. 21-164MW-1580

DONNA PASTERNAK AND SCOTT SPEARS

CBRE

VALUATION & ADVISORY SERVICES

CBRE

2700 Post Oak Blvd. Ste. 250
Houston, TX 77056

T 713-840-6623
F 713-840-6649

www.cbre.com

Date of Report: March 2, 2021

Donna Pasternak and Scott Spears
13787 Meridian Ave. N.
Monticello, MN 55362

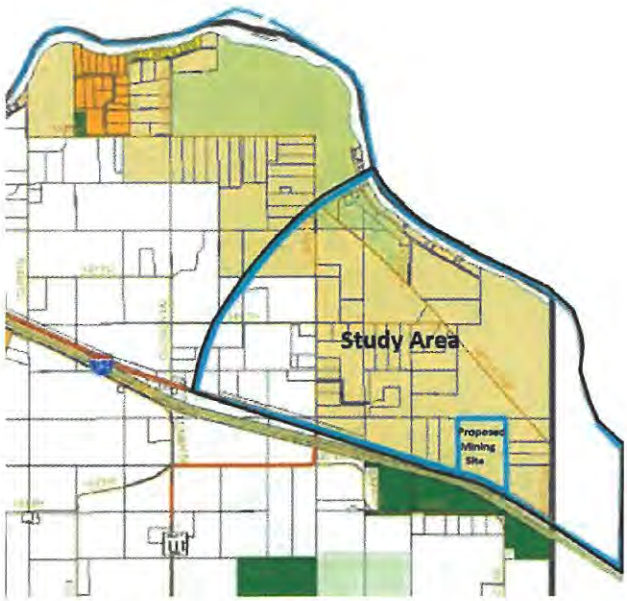
RE: Restricted Appraisal Report regarding the impact on surrounding real estate market values if a Conditional Use Permit is approved that would allow mining operations on Wright County Parcel No. 216-100-251200 in Silver Creek Township, Minnesota.

CBRE, Inc. File No. 21-164MW-1580

Dear Ms. Pasternak and Mr. Spears

At your request and authorization, CBRE, Inc. has prepared a consultation report regarding the impact that granting a conditional use permit to allow aggregate mining operations on the 53.81-acre land parcel identified as Wright County Parcel No. 216-100-251200 in Silver Creek Township, Minnesota would have on the market value of properties in the immediate vicinity, which is defined as being within 1.5 miles of the proposed mining site and located north of Interstate Highway 94, and south and west of the Mississippi. The study area is shown below:

Study Area



The study area is comprised of approximately seventy-five properties that have a combined 2020 assessed value of $24,090,000.

Gravel operations like the one being proposed for Wright County Parcel No. 216-100-251200 involve heavy machinery, noise, and truck traffic, which typically negatively impacts the enjoyment of surrounding properties. Furthermore, there is a market perception that gravel mining can diminish groundwater and air quality, as well as contribute to noise pollution.

The negative impacts of a gravel mine are accentuated by most of the subject study area being guided in the Township's Comprehensive Plan for Rural Residential use, which is not compatible with mining, which is an industrial use.

Based on a review of published articles regarding the effects of mining operations on single-family home values, combined with the appraiser's experience analyzing the effects of other detrimental conditions on rural residential home and land values, it's estimated that the market values of the properties within the study area will diminish by 0% to 20% with an average reduction of 10% as a result of the proposed mining operation. This range accounts for the fact that the properties within subject study area are already negatively influenced by the presence of other detrimental conditions including high voltage transmission lines, traffic noise, power plants, and proximity to other gravel mining operations. The properties located adjacent to the mining operation are affected most with diminution estimated at 20%, whereas those properties furthest from the mining operation aren't affected. The blended rate of diminution to all of the properties within the study area is estimated to be 10%. Based on the hypothetical condition that the 2020 assessed value of the properties within the study area equals their market values, the sum of those assessed values represents the market value of the study area before consideration of a Conditional Use Permit being issued to allow for gravel mining on Wright County Parcel No. 216-100-251200. By applying a 10% reduction to the sum of the assessed values, the market value of the study area after consideration of a Conditional Use Permit being issued that would allow gravel mining on Wright County Parcel No. 216-100-251200 can be calculated. Following are the concluded market values of the subject study area before and after consideration of the proposed Conditional Use Permit being issued, as well as the differences between the two values:

Total Market Value of the Properties within the Subject Study Area (Based on the Properties' 2020 Assessed Values)			
Appraisal Premise	Effective Date	Property Rights	Indicated Market Value (Rounded)
Before C.U.P. to Allow Mining:	February 26, 2021	Fee Simple	$24,090,000
After C.U.P. to Allow Mining:	February 26, 2021	Fee Simple	$21,680,000
Difference:	February 26, 2021	Fee Simple	$2,410,000
Compiled by CBRE			

The report, in its entirety, including all assumptions and limiting conditions, is an integral part of, and inseparable from, this letter.

This is a Restricted Appraisal Report that is intended to comply with the reporting requirements set forth under Standards Rule 2 of the Uniform Standards of Professional Appraisal Practice for a Restricted Appraisal Report. As such, it presents limited discussions of the data, reasoning, and

analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses has been retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated herein. The reader is hereby advised that the report may not contain all the supporting rationale for the opinions and conclusions set forth in the report.

The following appraisal sets forth the most pertinent data gathered, the techniques employed, and the reasoning leading to the opinion of value. The analyses, opinions and conclusions were developed based on, and this report has been prepared in conformance with, the guidelines and recommendations set forth in the Uniform Standards of Professional Appraisal Practice (USPAP), and the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

The intended use and user of our report are specifically identified in our report as agreed upon in our contract for services and/or reliance language found in the report. As a condition to being granted the status of an intended user, any intended user who has not entered into a written agreement with CBRE in connection with its use of our report agrees to be bound by the terms and conditions of the agreement between CBRE and the client who ordered the report. No other use or user of the report is permitted by any other party for any other purpose. Dissemination of this report by any party to any non-intended users does not extend reliance to any such party, and CBRE will not be responsible for any unauthorized use of or reliance upon the report, its conclusions or contents (or any portion thereof).

It has been a pleasure to assist you in this assignment. If you have any questions concerning the analysis, or if CBRE can be of further service, please contact us.

Respectfully submitted,

CBRE - VALUATION & ADVISORY SERVICES

Kevin T. Meeks

Kevin T. Meeks, MAI
Certified General Real Property Appraiser
MN License No. 4003016

Certification

We certify to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, impartial and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in or bias with respect to the property that is the subject of this report and have no personal interest in or bias with respect to the parties involved with this assignment.
4. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
5. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
6. Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice, as well as the requirements of the State of Minnesota.
7. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
8. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
9. As of the date of this report, Kevin T. Meeks, MAI has completed the continuing education program for Designated Members of the Appraisal Institute.
10. Kevin T. Meeks, MAI has made a personal inspection of portions of the study area that is the subject of this report.
11. No one provided significant real property appraisal assistance to the persons signing this report.
12. Valuation & Advisory Services operates as an independent economic entity within CBRE, Inc. Although employees of other CBRE, Inc. divisions may be contacted as a part of our routine market research investigations, absolute client confidentiality and privacy were maintained at all times with regard to this assignment without conflict of interest.
13. Kevin T. Meeks, MAI has not provided any services, as an appraiser or in any other capacity, regarding the study area that is the subject of this report within the three-year period immediately preceding agreement to perform this assignment.

Kevin T. Meeks, MAI
Certified General Real Property Appraiser
MN License No. 4003016

EXTRAORDINARY ASSUMPTIONS

An extraordinary assumption is defined as "an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions." [1]

- None noted

HYPOTHETICAL CONDITIONS

A hypothetical condition is defined as "a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results but is used for the purposes of analysis." [2]

- The 2020 assessed values of the properties within the study area are reflective of market value as of February 26, 2021, which is the date of inspection and the effective date of this appraisal.
- The use of these hypothetical conditions may have affected the assignment results.

[1] The Appraisal Foundation, *USPAP, 2020-2021*

[2] The Appraisal Foundation, *USPAP, 2020-2021*

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Calculation of the Difference 10
Assumptions and Limiting Conditions 11
ADDENDUM

A Qualifications

Scope of Work

This is a Restricted Appraisal Report that is intended to comply with the reporting requirements set forth under Standards Rule 2 of the Uniform Standards of Professional Appraisal Practice for a Restricted Appraisal Report. As such, it presents limited discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses has been retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated herein. The reader is hereby advised that the report may not contain all the supporting rationale for the opinions and conclusions set forth in the report.

EFFECTIVE DATE OF THE APPRAISAL

The effective date of this appraisal is February 26, 2021, which is the date the appraiser viewed the subject Study Area,

INTENDED USE OF REPORT

This appraisal is to be used for potential litigation purposes.

CLIENT

The clients are Donna Pasternak and Scott Spears.

INTENDED USER OF REPORT

This appraisal is to be used by Donna Pasternak and Scott Spears, and no other user may rely on our report unless as specifically indicated in the report.

> Intended Users - the intended user is the person (or entity) who the appraiser intends will use the results of the appraisal. The client may provide the appraiser with information about other potential users of the appraisal, but the appraiser ultimately determines who the appropriate users are given the appraisal problem to be solved. Identifying the intended users is necessary so that the appraiser can report the opinions and conclusions developed in the appraisal in a manner that is clear and understandable to the intended users. Parties who receive or might receive a copy of the appraisal are not necessarily intended users. The appraiser's responsibility is to the intended users identified in the report, not to all readers of the appraisal report. [3]

PURPOSE OF THE APPRAISAL

The purpose of this appraisal is to quantify the impact that a Conditional Use Permit being granted to allow gravel mining on Wright County Parcel No. 216-100-251200 would have on nearby real property market values.

---

[3] Appraisal Institute, The Appraisal of Real Estate, 14th ed. (Chicago: Appraisal Institute, 2013), 50.

DEFINITION OF VALUE

The current economic definition of market value agreed upon by agencies that regulate federal financial institutions in the U.S. (and used herein) is as follows:

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised, and acting in what they consider their own best interests;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. [4]

INTEREST APPRAISED

The value estimated represents the Fee Simple Interest as defined below:

> *Fee Simple Estate* - Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat. [5]

Extent to Which the Property is Identified

The property is identified through the following sources:

- postal address
- assessor's records

Extent to Which the Property is Inspected

The extent of the inspection included viewing the site of the proposed gravel mine (Wright County Parcel No. 216-100-251200), performing an exterior/Interior inspection of 13787 Meridian Ave. North and an exterior inspection of 13720 County Road 75, (both properties abut the proposed mining site), as well as driving through much of the study area.

Type and Extent of the Data Researched

CBRE reviewed the following:

- applicable tax data
- demographics
- comparable data

---

[4] Interagency Appraisal and Evaluation Guidelines; December 10, 2010, Federal Register, Volume 75 Number 237, Page 77472.

[5] Appraisal Institute, The Dictionary of Real Estate Appraisal, 6th ed. (Chicago: Appraisal Institute, 2015), 90.

APPRAISAL METHODOLOGY

In appraisal practice, an approach to value is included or omitted based on its applicability to the property type being valued and the quality and quantity of information available.

Cost Approach

The cost approach is based on the proposition that the informed purchaser would pay no more for the subject than the cost to produce a substitute property with equivalent utility. This approach is particularly applicable when the property being appraised involves relatively new improvements that represent the highest and best use of the land, or when it is improved with relatively unique or specialized improvements for which there exist few sales or leases of comparable properties.

Sales Comparison Approach

The sales comparison approach utilizes sales of comparable properties, adjusted for differences, to indicate a value for the subject. Valuation is typically accomplished using physical units of comparison such as price per square foot, price per unit, price per floor, etc., or economic units of comparison such as gross rent multiplier. Adjustments are applied to the physical units of comparison derived from the comparable sale. The unit of comparison chosen for the subject is then used to yield a total value. Economic units of comparison are not adjusted, but rather analyzed as to relevant differences, with the final estimate derived based on the general comparisons.

Income Capitalization Approach

The income capitalization approach reflects the subject's income-producing capabilities. This approach is based on the assumption that value is created by the expectation of benefits to be derived in the future. Specifically estimated is the amount an investor would be willing to pay to receive an income stream plus reversion value from a property over a period of time. The two common valuation techniques associated with the income capitalization approach are direct capitalization and the discounted cash flow (DCF) analysis.

Methodology Applicable to the Subject

Due to the limited scope of this analysis, the 2020 assessed values (pay '21) of the properties within the Study Area are used as their indicated market values for this analysis. The assessed values are the assessor's estimated market values as of January 2, 2020. The methodology used by the assessor is the sales comparison approach. The indicated values are shown as follows:

2020 Assessed Values of Properties within the Study Area

2020 (Pay '21) Assessed Values of Properties Within the Study Area		
#	Wright County PID	2020 Assessed Value (Pay 2021)
1	216-100-233300	$122,500
2	216-100-233201	$118,000
3	216-100-233400	$143,900
4	216-100-233401	$116,600
5	216-100-234300	$203,100
6	216-100-233100	$64,800
7	216-100-234202	$158,800
8	216-100-233200	$201,700
9	216-100-232200	$351,900
10	216-100-232100	$179,000
11	216-100-234204	$351,100
12	216-100-234301	$231,100
13	216-100-234206	$454,900
14	216-100-234201	$237,800
15	216-100-234208	$433,700
16	216-100-231300	$651,700
17	216-100-232400	$225,400
18	216-100-231101	$167,000
19	216-100-231401	$148,500
20	216-100-231402	$198,300
21	216-100-234108	$256,400
22	216-100-234102	$256,800
23	216-100-234105	$227,100
24	216-100-231403	$507,600
25	216-100-144401	$2,247,900
26	216-117-001011	$70,300
27	216-116-009010	$21,200
28	216-116-005010	$139,600
29	216-100-133300	$19,500
30	216-100-242305	$120,700
31	216-100-242306	$118,500
32	216-100-242200	$108,600
33	216-117-002011	$76,700
34	216-100-241300	$281,400
35	216-100-242301	$197,400
36	216-100-241301	$162,200
37	216-100-234100	$556,300

2020 (Pay '21) Assessed Values of Properties Within the Study Area		
#	Wright County PID	2020 Assessed Value (Pay 2021)
38	216-100-234101	$60,900
39	216-100-234104	$267,100
40	216-100-234106	$274,900
41	216-100-234103	$365,200
42	216-100-261300	$243,800
43	216-100-252201	$126,400
44	216-100-252202	$99,900
45	216-100-252103	$444,100
46	216-100-252102	$367,000
47	216-100-252101	$403,500
48	216-100-251200	$297,700
49	216-100-251401	$606,900
50	216-100-251100	$307,300
51	216-100-251102	$335,300
52	216-100-251104	$338,400
53	216-100-251103	$286,700
54	216-100-244200	$1,717,000
55	216-100-241301	$162,200
56	216-100-241300	$281,400
57	216-100-243102	$336,200
58	216-100-243103	$330,500
59	216-100-243302	$428,500
60	216-100-243300	$419,900
61	216-100-193200	$375,700
62	213-200-302202	$520,255
63	213-200-302203	$354,000
64	213-200-302200	$485,400
65	213-200-302304	$443,000
66	213-200-302303	$457,200
67	213-200-302302	$388,900
68	213-200-303200	$289,600
69	213-200-303204	$214,100
70	213-224-002040	$307,300
71	213-224-001070	$188,500
72	213-200-303400	$87,600
73	213-204-001060	$259,200
74	213-204-001050	$317,100
75	213-200-302201	$771,400
	Total:	$24,088,055
	Rounded:	**$24,090,000**

The assessed values of the properties within the study area shown above are relied upon in this analysis as their market values, as of February 26, 2021, before consideration of a Conditional Use Permit (C.U.P.) being granted that would that would allow mining on Wright County Parcel No. 216-100-251200. The total value of $24,090,000 is the estimated market value of the properties that are located within the Study Area as of February 26, 2021, before consideration of a C.U.P. being granted that would allow for gravel mining on Wright County Parcel No. 216-100-251200.

Description of the Conditional Use Permit Being Considered and Its Potential Impacts

Kenneth Schwartz has requested a Conditional Use Permit (C.U.P.) to allow mining of material on the 53.8-acre land parcel located at xxx County Road 75 NW, that has a Wright County PID of 216-100-251200. The property is located on the north side of I-94 and CSAH 75 in Silver Creek Township, approximately 4 miles east of the Hasty exit. The mining operation will include include crushing, screening, and washing the mined materials as regulated in Section 155.029, 155.048, & 155.100 Chapter 155 Title XV, Land Usage & Zoning of the Wright County Code of Ordinances. The property is zoned A/R (Agriculture/Residential) and is guided for Rural Residential use per the Comprehensive Plan.

The request is for an aggregate mining operation on approximately 19 acres, and to include a potential wash plant, crushing, and screening. It will also incorporate the use of recycled concrete and asphalt. It's proposed that the property will be mined from the west to the east, with ongoing reclamation as mining is completed. A berm will be constructed along the highway for a sight and sound barrier; however, no other berms are proposed, which will result in the abutting property's being significantly negatively impacted. For example, the property located immediately east of the proposed mining site at 13787 Meridian Avenue North has a deck that's oriented toward the proposed mining site that will become considerably less appealing, in addition to the property having horses, stables, and a pasture which will all be negatively impacted by the noise and dust generated by the mining activities. Similarly, the property immediately to the west at 13720 County Road 75 NW has a screen porch, patio, and playground all adjacent to the mining site, and will also be negatively impacted.

View from 13787 Meridian Ave. N Looking West toward the Proposed Mining Site

View from 13720 C.R. 75 NW Looking East toward the Proposed Mining Site

Description of the Conditional Use Permit to Be Considered

Summary of the Proposed Mining Operation	
Proposed lifespan of the gravel mine:	20 years
Types of processing that will occur on the site:	Crushing, screening, washing
Will any recycled materials be brought back to the site?	Yes, concrete and asphalt (amount not specified)
Method of dust and noise control:	Watering and "best practices" for noise control
Proposed hours of operation:	7:00 a.m. to 7:00 p.m.
Proposed hours of crusher/machinery operation:	7:00 a.m. to 7:00 p.m.
Proposed use of mined materials:	Residential, roads, and concrete
Name of primary operator:	Ken Schwartz
Primary transportation route to be used:	County Road 75
Approximate groundwater depth:	35 feet
How will access to the pit be controlled?	Gated
How many trucks per day will come and go from the pit?	10-15 trucks
Will there be dewatering at the site?	No plans for it at this time
Will a water appropriations permit be necessary?	Yes
What is the reclamation plan for the site?	Ongoing reclamation as the site is mined from west to the east.
Method for receiving complaints about the operation?	A sign at the entrance with a phone number.

Valuation- After Consideration of the Proposed Gravel Pit and Processing Facilities

The methodology of estimating the market value of the real property within the Study Area for this appraisal is to review published studies regarding the effect of mining operations on surrounding residential market values. The findings from those studies will then be reconciled and applied to the subject Study Area's market value before consideration of the proposed mining operation to conclude to an opinion of a market value estimate for the Study Area after consideration of the proposed gravel pit and processing facilities. The articles reviewed are summarized below:

An Assessment of the Economic Impact of the Proposed Stoneco Gravel Mime Operation on Richland Township by George A. Erickcek, Senior Regional Analyst at W.E. Upjohn Institute for Employment Research

In the above study that was commissioned by the Richland Township Planning Commission, Mr. Erickcek applies the findings of Auburn economics professor Diane Hite's findings from her 2006 study "Summary Analysis: Impact of Operational Gravel Pit on House Values, Delaware County, Ohio". In the study Professor Hite develops a regression model based on a study of 2,552 homes in Delaware County, Ohio. The key finding of the Hite study is that a 10% increase in distance from the gravel mine is associated with slightly less than a 1 percent (0.97358) increase in home value, with all other characteristics being equal. The study explains that a home located adjacent to a gravel pit will sell for 30% less compared to a similar home located 10 miles from a gravel pit; a similar home located a half-mile from a gravel pit will have a 20% lower market value; a similar home located one mile from a gravel pit will have a 14.5% lower value; and a similar home located 2 miles away will experience an 8.9% reduction, and at 3 miles will see a 4.9% reduction in value. Furthermore, the findings are statistically significant in that "the chance of a gravel mine not having an adverse effect on housing values is one in a thousand."

Garfield County Land Values and Solutions Study by BBC Research & Consulting prepared for Garfield County, Glenwood Springs Colorado (June 2006)

This study had multiple objectives, but the most relevant to this analysis is the objective to "Identify possible industrial uses that hypothetically impact property values, test those hypotheses and quantify the impact of these uses on residential property values". The study found that "although many factors can adversely influence rural residential property values, two industrial factors were statistically verifiable in Garfield County: gravel pits and gas drilling activity. Generally, gravel extraction facilities present a predictable, fairly uniform, and consistent impact on the enjoyment and value of nearby property. This effect is well recognized, intuitive, and occurs in virtually every county in Colorado." Additionally, the study notes how the impact of gravel pits on surrounding

property values can be mitigated by sound community planning, as well as by the requirement od special use permits that require noise mitigation plans, regular business hours, compliance with federal water and air pollution regulations, a detailed closure and reclamation plan, and an appropriate bond to secure the performance of the closure requirements and reclamation plan. The study found that for a typical $283,250 property located adjacent to a gravel pit, the value increased by $4,906, or 1.7%, for every additional mile between the property and the gravel pit. Conversely, a property located adjacent to a gravel pit would be anticipated to sell for approximately 5% less than a like home three miles away from a gravel pit.

The Value Undermining Effects of Rock Mining on Nearby Residential Property: A Semiparametric Spatial Quantile Autoregression by Emir Malikov, Yiguo Sun, and Diane Hite (August 15, 2017)

This study is an update to Diane Hite's 2006 study referenced previously. In this study, the authors focus on the on the relationship between a house's price and its distance from a nearby rock mine. The study takes place in Delaware County, Ohio. This study finds that "with all else equal, a house located a mile closer to a rock mine is predicted to be priced, on average, at about 3.1% discount." This discount is found to increase to 5.1% when analyzing upscale properties. At ten miles from a gravel pit, it's concluded there are no adverse effects on residential market values. Thus, a property adjacent to a gravel pit will sell for at least a 31% discount compared to a like home with no gravel mine influence.

Conclusion – Impact of the Proposed Gravel Mining Operation on the Subject Study Area

Based on an analysis of the above studies in relation to the proposed gravel operation affecting the subject Study Area, it's concluded that the proposed gravel mine will negatively impact market values within the subject area by 0% to 20%, with an average of 10%. This conclusion considers that the residential market values within the Study Area are already negatively impacted by other adverse influences including traffic noise, high voltage transmission lines, proximity to power plants, as well as other gravel mining operations. Thus, the market value of the subject area is calculated by deducting 10% from the market value of the study area before consideration of the proposed gravel mining operation, calculated as follows:

Calculation of the Subject Study Area's Market Value after Consideration of the Proposed Gravel Mine	
Market Value of Subject Study Area Before Consideration of Proposed Gravel Mine:	$24,090,000
Less: Diminution of 10% in the Subject Study Area's Market Value Due to the Proposed Gravel Mining Operation:	($2,409,000)
Estimated Market Value of the Study Area After Consideration of the Proposed Gravel Mining Operation:	$21,681,000
Rounded to:	**$21,680,000**

Based on the above analysis, the market value of the subject Study Area as of February 26, 2021, after consideration of the proposed gravel mine is $21,680,000.

Calculation of the Difference

Based on the preceding analysis that provides the estimated market value of the subject Study Area before and after consideration of the proposed gravel mine, the difference between the two values can be calculated, representing the appraiser's opinion of the effect on real property market values within the Study Area resulting from the issuance of a C.U.P. to Wright County PID 216-100-251200 to allow for a gravel mining operation.

Calculation of the Difference			
Appraisal Premise	Effective Date	Property Rights	Indicated Market Value (Rounded)
Before C.U.P. to Allow Mining:	February 26, 2021	Fee Simple	$24,090,000
After C.U.P. to Allow Mining:	February 26, 2021	Fee Simple	$21,680,000
Difference:	February 26, 2021	Fee Simple	$2,410,000
Compiled by CBRE			

Assumptions and Limiting Conditions

1. CBRE, Inc. through its appraiser (collectively, "CBRE") has inspected through reasonable observation the subject property. However, it is not possible or reasonably practicable to personally inspect conditions beneath the soil and the entire interior and exterior of the improvements on the subject property. Therefore, no representation is made as to such matters.
2. The report, including its conclusions and any portion of such report (the "Report"), is as of the date set forth in the letter of transmittal and based upon the information, market, economic, and property conditions and projected levels of operation existing as of such date. The dollar amount of any conclusion as to value in the Report is based upon the purchasing power of the U.S. Dollar on such date. The Report is subject to change as a result of fluctuations in any of the foregoing. CBRE has no obligation to revise the Report to reflect any such fluctuations or other events or conditions which occur subsequent to such date.
3. Unless otherwise expressly noted in the Report, CBRE has assumed that:

   (i) Title to the subject property is clear and marketable and that there are no recorded or unrecorded matters or exceptions to title that would adversely affect marketability or value. CBRE has not examined title records (including without limitation liens, encumbrances, easements, deed restrictions, and other conditions that may affect the title or use of the subject property) and makes no representations regarding title or its limitations on the use of the subject property. Insurance against financial loss that may arise out of defects in title should be sought from a qualified title insurance company.

   (ii) Existing improvements on the subject property conform to applicable local, state, and federal building codes and ordinances, are structurally sound and seismically safe, and have been built and repaired in a workmanlike manner according to standard practices; all building systems (mechanical/electrical, HVAC, elevator, plumbing, etc.) are in good working order with no major deferred maintenance or repair required; and the roof and exterior are in good condition and free from intrusion by the elements. CBRE has not retained independent structural, mechanical, electrical, or civil engineers in connection with this appraisal and, therefore, makes no representations relative to the condition of improvements. CBRE appraisers are not engineers and are not qualified to judge matters of an engineering nature, and furthermore structural problems or building system problems may not be visible. It is expressly assumed that any purchaser would, as a precondition to closing a sale, obtain a satisfactory engineering report relative to the structural integrity of the property and the integrity of building systems.

   (iii) Any proposed improvements, on or off-site, as well as any alterations or repairs considered will be completed in a workmanlike manner according to standard practices.

   (iv) Hazardous materials are not present on the subject property. CBRE is not qualified to detect such substances. The presence of substances such as asbestos, urea formaldehyde foam insulation, contaminated groundwater, mold, or other potentially hazardous materials may affect the value of the property.

   (v) No mineral deposit or subsurface rights of value exist with respect to the subject property, whether gas, liquid, or solid, and no air or development rights of value may be transferred. CBRE has not considered any rights associated with extraction or exploration of any resources, unless otherwise expressly noted in the Report.

   (vi) There are no contemplated public initiatives, governmental development controls, rent controls, or changes in the present zoning ordinances or regulations governing use, density, or shape that would significantly affect the value of the subject property.

   (vii) All required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, nor national government or private entity or organization have been or can be readily obtained or renewed for any use on which the Report is based.

   (viii) The subject property is managed and operated in a prudent and competent manner, neither inefficiently or super-efficiently.

   (ix) The subject property and its use, management, and operation are in full compliance with all applicable federal, state, and local regulations, laws, and restrictions, including without limitation environmental laws, seismic hazards, flight patterns, decibel levels/noise envelopes, fire hazards, hillside ordinances, density, allowable uses, building codes, permits, and licenses.

   (x) The subject property is in full compliance with the Americans with Disabilities Act (ADA). CBRE is not qualified to assess the subject property's compliance with the ADA, notwithstanding any discussion of possible readily achievable barrier removal construction items in the Report.

(xi) All information regarding the areas and dimensions of the subject property furnished to CBRE are correct, and no encroachments exist. CBRE has neither undertaken any survey of the boundaries of the subject property nor reviewed or confirmed the accuracy of any legal description of the subject property.

Unless otherwise expressly noted in the Report, no issues regarding the foregoing were brought to CBRE's attention, and CBRE has no knowledge of any such facts affecting the subject property. If any information inconsistent with any of the foregoing assumptions is discovered, such information could have a substantial negative impact on the Report. Accordingly, if any such information is subsequently made known to CBRE, CBRE reserves the right to amend the Report, which may include the conclusions of the Report. CBRE assumes no responsibility for any conditions regarding the foregoing, or for any expertise or knowledge required to discover them. Any user of the Report is urged to retain an expert in the applicable field(s) for information regarding such conditions.

4. CBRE has assumed that all documents, data and information furnished by or behalf of the client, property owner, or owner's representative are accurate and correct, unless otherwise expressly noted in the Report. Such data and information include, without limitation, numerical street addresses, lot and block numbers, Assessor's Parcel Numbers, land dimensions, square footage area of the land, dimensions of the improvements, gross building areas, net rentable areas, usable areas, unit count, room count, rent schedules, income data, historical operating expenses, budgets, and related data. Any error in any of the above could have a substantial impact on the Report. Accordingly, if any such errors are subsequently made known to CBRE, CBRE reserves the right to amend the Report, which may include the conclusions of the Report. The client and intended user should carefully review all assumptions, data, relevant calculations, and conclusions of the Report and should immediately notify CBRE of any questions or errors within 30 days after the date of delivery of the Report.
5. CBRE assumes no responsibility (including any obligation to procure the same) for any documents, data or information not provided to CBRE, including without limitation any termite inspection, survey or occupancy permit.
6. All furnishings, equipment and business operations have been disregarded with only real property being considered in the Report, except as otherwise expressly stated and typically considered part of real property.
7. Any cash flows included in the analysis are forecasts of estimated future operating characteristics based upon the information and assumptions contained within the Report. Any projections of income, expenses and economic conditions utilized in the Report, including such cash flows, should be considered as only estimates of the expectations of future income and expenses as of the date of the Report and not predictions of the future. Actual results are affected by a number of factors outside the control of CBRE, including without limitation fluctuating economic, market, and property conditions. Actual results may ultimately differ from these projections, and CBRE does not warrant any such projections.
8. The Report contains professional opinions and is expressly not intended to serve as any warranty, assurance or guarantee of any particular value of the subject property. Other appraisers may reach different conclusions as to the value of the subject property. Furthermore, market value is highly related to exposure time, promotion effort, terms, motivation, and conclusions surrounding the offering of the subject property. The Report is for the sole purpose of providing the intended user with CBRE's independent professional opinion of the value of the subject property as of the date of the Report. Accordingly, CBRE shall not be liable for any losses that arise from any investment or lending decisions based upon the Report that the client, intended user, or any buyer, seller, investor, or lending institution may undertake related to the subject property, and CBRE has not been compensated to assume any of these risks. Nothing contained in the Report shall be construed as any direct or indirect recommendation of CBRE to buy, sell, hold, or finance the subject property.
9. No opinion is expressed on matters which may require legal expertise or specialized investigation or knowledge beyond that customarily employed by real estate appraisers. Any user of the Report is advised to retain experts in areas that fall outside the scope of the real estate appraisal profession for such matters.
10. CBRE assumes no responsibility for any costs or consequences arising due to the need, or the lack of need, for flood hazard insurance. An agent for the Federal Flood Insurance Program should be contacted to determine the actual need for Flood Hazard Insurance.
11. Acceptance or use of the Report constitutes full acceptance of these Assumptions and Limiting Conditions and any special assumptions set forth in the Report. It is the responsibility of the user of the Report to read in full, comprehend and thus become aware of all such assumptions and limiting conditions. CBRE assumes no responsibility for any situation arising out of the user's failure to become familiar with and understand the same.
12. The Report applies to the property as a whole only, and any pro ration or division of the title into fractional interests will invalidate such conclusions, unless the Report expressly assumes such pro ration or division of interests.

13. The allocations of the total value estimate in the Report between land and improvements apply only to the existing use of the subject property. The allocations of values for each of the land and improvements are not intended to be used with any other property or appraisal and are not valid for any such use.
14. The maps, plats, sketches, graphs, photographs, and exhibits included in this Report are for illustration purposes only and shall be utilized only to assist in visualizing matters discussed in the Report. No such items shall be removed, reproduced, or used apart from the Report.
15. The Report shall not be duplicated or provided to any unintended users in whole or in part without the written consent of CBRE, which consent CBRE may withhold in its sole discretion. Exempt from this restriction is duplication for the internal use of the intended user and its attorneys, accountants, or advisors for the sole benefit of the intended user. Also exempt from this restriction is transmission of the Report pursuant to any requirement of any court, governmental authority, or regulatory agency having jurisdiction over the intended user, provided that the Report and its contents shall not be published, in whole or in part, in any public document without the written consent of CBRE, which consent CBRE may withhold in its sole discretion. Finally, the Report shall not be made available to the public or otherwise used in any offering of the property or any security, as defined by applicable law. Any unintended user who may possess the Report is advised that it shall not rely upon the Report or its conclusions and that it should rely on its own appraisers, advisors and other consultants for any decision in connection with the subject property. CBRE shall have no liability or responsibility to any such unintended user.

ADDENDUM

Addendum A

QUALIFICATIONS

CBRE

Kevin T. Meeks, MAI
CBRE
800 LaSalle Avenue, Suite 1900
Minneapolis, Minnesota 55402

Professional Résumé

QUALIFICATIONS

Certified General Real Property Appraiser (MN License #4003016, Expires 8/31/2022)
Designated MAI Member of the Appraisal Institute

EDUCATION

University of Minnesota - Minneapolis, MN
- Bachelor of Arts in Urban Studies - 1993

APPRAISAL EDUCATION AND SPECIAL COURSES

Appraisal Institute Courses

110 Appraisal Principles (3/94)
120 Appraisal Procedures (9/94)
310 Basic Income Capitalization (8/96)
410 Standards of Professional Practice, Part A (USPAP) (1994, 2003, 2008)
420 Standards of Professional Practice, Part B (Appraisal Institute) (7/94)
430 Standards of Professional Practice, Part C (6/00)
510 Advanced Income Capitalization (8/96)
520 Highest & Best Use and Market Analysis (2/98)
530 Advanced Sales Comparison & Cost Approaches (7/99)
540 Report Writing and Valuation Analysis (3/98)
550 Advanced Applications (7/99)

Appraisal Seminars (Partial List) 2009-2019

Ad Valorem Tax Consultation (7/10)
Trends in the Lodging Industry and the Impact on Value (10/10)
Multi-Family Housing (10/11)
A New Economy: A Guide for Real Estate Professionals (1/12)
Condemnation Appraising: Principals and Applications (6/12)
Eminent Domain (4/13)
15th Annual R.E. Trends Seminar – Commercial/General Session (5/13)
Land & Site Valuation (7/14)
Mold, Pollution, and the Appraiser (8/14)
17th Annual R.E. Trends Seminar – Commercial/General Session (5/15)
2015 IRS Seminar (6/15)
Collaborative Discussion of Appraisal and Regulatory Issues in the Current Lending Environment (1/16)
MN Supervisory Appraiser/Trainee Appraiser (2/16)
Don't Be Another Fish in the Dark 'Net (4/16)
18th Annual R.E. Trends Seminar – Commercial/General Session (5/16)
Real Estate Valuation in Condemnation Appraising (11/2016)
Federal Land Acquisitions Yellow Book Panel Discussion (6/17)
Uniform Appraisal Standards for Federal Land Acquisitions (6/17)
Common Real Property Errors and Conflict Resolution with the IRS (4/2018)
Litigation Appraising: Specialized Topics and Applications (7/2018)
21st Annual R.E. Trends Seminar – Commercial/General Session (6/19)
Appraising Automobile Dealerships (5/2020)
2020-2021 7-Hour USPAP Update Course
Business Practice and Ethics (7/2020)
Subdivision Analysis (8/2020)

Kevin T. Meeks, MAI
CBRE
800 LaSalle Avenue, Suite 1900
Minneapolis, Minnesota 55402

Professional Résumé (Cont'd)

BUSINESS EXPERIENCE

CBRE – Minneapolis, MN
Vice President of Valuation and Advisory Services – 2016 to Current

Meeks Appraisal & Consulting – Minneapolis, MN
CEO, Residential and Commercial Real Estate Appraiser - 1998 to 2016

Lunieski & Associates - Bloomington, MN
Residential and Commercial Real Estate Appraiser - 1993 to 1998

Stiles Appraisals, Inc. – Plymouth, MN
Residential Real Estate Appraiser - 1992 to 1993

PROFESSIONAL AFFILIATIONS & ADDITIONAL EXPERIENCE

Designated MAI Member of the Appraisal Institute (2013)
Member of the Minneapolis Area, Minnesota, & National Association of Realtors (2000 - Present)
Member of the Hennepin County Board of Equalization (1995 -1999)
Court Appointed Commissioner for Hennepin, Ramsey, and Dakota Counties (1998 - Present)

Over the past twenty years, Kevin Meeks has provided expert witness appraisal testimony throughout the state of Minnesota, including commissioner's hearings, district court jury trials, and federal bankruptcy proceedings. In addition to his work in Minnesota, while employed at CBRE Mr. Meeks has appraised properties in South Dakota, Nebraska, Wisconsin, and Illinois.

Kevin T. Meeks, MAI
CBRE
800 LaSalle Avenue, Suite 1900
Minneapolis, Minnesota 55402

Professional Résumé (Cont'd)

STATE OF MINNESOTA

KEVIN THOMAS MEEKS
620 WEST MINNEHAHA PARKWAY
MINNEAPOLIS, MN 55419

Department of Commerce

The Undersigned COMMISSIONER OF COMMERCE for the State of Minnesota hereby certifies that

KEVIN THOMAS MEEKS

620 WEST MINNEHAHA PARKWAY
MINNEAPOLIS, MN 55419

has complied with the laws of the State of Minnesota and is hereby licensed to transact the business of

Resident Appraiser : Certified General

License Number: 4003016

unless this authority is suspended, revoked, or otherwise legally terminated. This license shall be in effect until August 31, 2022.

IN TESTIMONY WHEREOF, I have hereunto set my hand this August 12, 2020.

Steve Kelley

COMMISSIONER OF COMMERCE

Minnesota Department of Commerce

Licensing Division
85 7th Place East, Suite 500
St. Paul, MN 55101-3165
Telephone: (651) 539-1599
Email: licensing.commerce@state.mn.us
Website: commerce.state.mn.us

Notes:

- **Individual Licensees Only - Continuing Education:** 15 hours is required in the first renewal period, which includes a 7 hour USPAP course. 30 hours is required for each subsequent renewal period, which includes a 7 hour USPAP course.
- **Appraisers:** You must hold a licensed Residential, Certified Residential, or Certified General qualification in order to perform appraisals for federally-related transactions. **Trainees do not qualify.** For further details, please visit our website at commerce.state.mn.us.

August 16, 2022

RECEIVED
AUG 18 2022
BY:

Mr. Scott Deckert, Environmental Health Inspector
Planning & Zoning Office
3650 Braddock Ave NE, Suite 1600
Buffalo, MN 55313

RE: Public Comment Submission
Environmental Assessment Worksheet
MBE Proposed Mine Location at Hwy 25/County Road 113

Mr. Deckert,

The residents surrounding the proposed location of the MBE Mining application have previously submitted numerous comments as you are fully aware of. Many of the concerns by residents were surrounding the safety of the intersection which was recently addressed in the EAW that is open for public comment.

We have found many inadequacies or assumptions made within the EAW that Mr. Tom McMullen outlined in the attached letter that is dated July 31, 2022 and has been submitted directly to you.

In lieu of overloading you with public comments pertaining to the same issues we have obtained signatures of residents that have fully reviewed Mr. McMullen's letter. There are (fill in the number) residents that fully support and agree with the comments Mr. McMullen has submitted. We are requesting that this letter and supporting signatures be added to the public record of concerns surrounding the open EAW.

For the reasons noted, we strongly oppose the acceptance of the EAW as submitted by MBE.

Sincerely,

Tracie Bebeau

Tracie Bebeau
Buffalo Township Resident

July 31, 2022 **Sent to: Scott.Deckert@co.wright.mn.us**

Mr. Scott Deckert
Wright County Planning & Zoning
3650 Braddock Avenue NE, Suite 1600
Buffalo, MN 55313

RE: Public Comment Submittal
Environmental Assessment Worksheet
MBE Proposed Mine

Dear Mr. Deckert:

I am reaching out to Wright County Planning & Zoning regarding the submittal of the Environmental Assessment Worksheet (EAW) completed for the proposed MBE Sand and Gravel Mine to be located at the NE corner of the MN State Highway 25 and Wright County 113 Intersection in Buffalo, MN.

We have been in contact with Wright County Planning & Zoning regarding this proposed mine several times over the last few years and are still against allowing this Land Use change. There was a reason Land Use Plans were developed by our predecessors and there should be very good reasoning behind making changes to those Plans. There are many reasons to be against this mine including,

- Loss in Wright County Revenue - Sand & gravel operations pay very little in taxes compared to other types of development. This is a prime real estate location.
- Loss of Control and Oversight (Issuing CUP's allows these facilities to operate with little ability to regulate – if nothing else, only a IUP should be issued to maintain some type of control)
- Community preservation (loss of apple orchards and 10+ acre horse/ hobby farms)
- Public safety which is the most important reason.

I have reviewed most of the submitted EAW and specifically want to object to the traffic study that was included with the submittal. The traffic study was completed by Vernon Swing with S^2 Traffic Solutions (SSTS). I understand that SSTS was retained by MBE and would like to present the best possible scenario to support effects of the mine on traffic. However, there are several items and assumptions within this report that are misleading and not applicable to the conditions that will be created by the mine if it is allowed to be developed. These include.

- The date the traffic study was completed.
- The traffic from High School Students.
- The statement that the mine would not adversely affect the traffic at the intersection.
- The recommendations by MNDOT that this mine is not approved until after the road improvements are completed.

Date of Study

The date of the traffic count at the intersection was Tuesday, January 4, 2022. This is one of the least travelled days of the year & evaluating traffic at the intersection during this time of year is not indicative of the traffic conditions at this intersection during the Spring, Summer and Fall. There is no construction traffic during January just as MBE doesn't plan to operate in the winter months. All traffic data obtained for this study should be deemed unacceptable. The data for the traffic studies completed by MNDOT as part of their Highway 25 Corridor Study should be used or new data should be obtained during the construction season.

Detoured Student Traffic

It should be noted that Dague Avenue has been under construction since Fall of 2021 and was closed during the time of the traffic study. There are many High School students who drive this corridor to the High School & they would be going through this intersection during the peak operation of the proposed mine every school day. The traffic study was conducted during this time providing artificially low car counts and should be completed when traffic down Cty Rd 113 from the High Schoolers is back to normal levels.

Conclusions from Consultant

SSTS used the data they obtained during their traffic study which is artificially low due to the above identified items. In addition, they have used modeling that includes the "*future*" left turn lanes that are discussed in the MNDOT Report but are not yet present. Use of their traffic flow data and the presence of the "Future" left turn lanes provides a Level of Service result of C or D which would indicate congestion and restricted speeds at times but generally acceptable traffic conditions. However, without the use of the left turn lanes (that don't yet exist) in addition to the flawed traffic survey results, the Level of Service would be in the E or possibly F categories which are unstable and congested traffic. These traffic conditions are not recommended and are generally deemed unacceptable.

MNDOT Recommendations

I have submitted the following previously and it was also included in the EAW provided by MBE. MNDOT prefers that a mine should not be approved at this location until the State Highway 25 improvements are implemented. Furthermore, the impacts of this mine have were not included in their calculations for the corridor study & may require additional study and calculations.

If this mine were to be approved, MNDOT feels it would create a more dangerous traffic situation at an already dangerous intersection. The following correspondence is directly from MNDOT's Principal Planner for the Highway 25 Corridor Study.

Hello Tom,

Thanks for reaching out. Our development review committee has provided comments to the county that we would prefer the county not take action to approve the mining operation in this location along CR 113 and Highway 25 until at least at such time the intersection improvements to the highway can be developed to safely accommodate the increased heavy truck traffic. MnDOT does not take a position to approve or disapprove of the mining operation itself, but only as it relates to the impact to the highway system. The decision to approve or disapprove the mining operation is up to the county, based on input from the public, including MnDOT. Hope that helps.

Tom Cruikshank
Principal Planner | District 3
3725 12th Street North, St. Cloud, MN 56303-2107
Phone: (320) 223-6526 Cell: (320) 267-9859
Email: thomas.cruikshank@state.mn.us

DEPARTMENT OF TRANSPORTATION

In summary, there are many reasons to deny this Conditional Use Permit (CUP) but the Traffic Conditions and Public Safety alone should be enough. There are many ways to generate, use & manipulate tables, design data & statistics to fit a narrative – this is a prime example. This mine certainly shouldn't be permitted until a new relevant study is completed.

I understand the need for sand and gravel but there are numerous existing pits in the area.

Please feel free to contact me with any questions you may have.

Sincerely,

Thomas McMullen, PE

3048 50th Street NE
Buffalo, MN 55313
Cell: 612-819-3591

1 of 7

As a resident of Buffalo Township, I have reviewed the letter of public comment surrounding the proposed MBE Mine dated July 31, 2022 and submitted by Mr. Tom McMullen along with having reviewed the MBE EAW that is open for public comment. By signing this document I am requesting my name be added to the public comment supporting and reiterating the attached letter of Mr. McMullen.

DATE	FIRST NAME, LAST NAME	ADDRESS	PHONE NUMBER
8/16/22		5023 DARROW AVE NE	612 719-8002
8-16-22	Tom	5023 Darrow Ave NE	763 486-6229
8-16-22	Chris Taylor	5057 Dover Ave NE	443-521-3954
8-16-22		5101 Christen Ave NE Buffalo	612-599-5512
8-16-22		5101 Christen Ave NE Buffalo, MN 55313	763-772-3631
8-16-22	Jori Cassady	2573 50th St NE Buffalo, MN 55313	763-370-6045
08.16.22	John Cassady	2573 50th St NE Buffalo, MN 55313	763-370-6045
8/16/22	Rosa How	2243 50 St NE Buffalo, MN 55313	763-682-2408
8/16/22	Gerald How	2243 50th St NE Buffalo MN 55313	763 682 2408
8/16/22	Da Casey	519 Amber Lane Buffalo, MN 55313	763 682-5406
8/16/22	Dixie Casey	519 Amber LN Buffalo, MN 55313	763-682-5406

2 of 7

As a resident of Buffalo Township, I have reviewed the letter of public comment surrounding the proposed MBE Mine dated July 31, 2022 and submitted by Mr. Tom McMullen along with having reviewed the MBE EAW that is open for public comment. By signing this document I am requesting my name be added to the public comment supporting and reiterating the attached letter of Mr. McMullen.

DATE	FIRST NAME, LAST NAME	ADDRESS	PHONE NUMBER
8/16/22	Jane VanDorp	5122 Darrow Ave NE	763-682-5850 Jane VanDorp
8/16/22	Troy Danielson	2393 50th St NE	763-682-3091
8/16/22	Barb White	2555 58th St NE Buffalo	763-682-3344
8/16/22	MIKE WHITE	2555 58TH ST NE BUFFALO	"
8-16-22	Richard Brown	2542 50th St. NE Buffalo, MN 55313	763-682-3738
8/16/22	GARY ECKSTEIN	2221 50TH ST NE BUFFALO MN 55313	763-682-6568
8/16/22	Thomas Eckstein	2221 50th St. NE Buffalo, MN 55313	763-682-6568
8/16/22	Darlene Peterson	1381 48th St. N.E. Buffalo, MN 55313	763-229-3613
8/16/22	Kevin Peterson	1381 48TH ST NE BUFFALO MN 55313	763.682.3433
8/16/22	Becky Bylander	4145-50th St NE Buffalo, MN 55313	612-799-8184
8/16/22	Jeff Bylander	4145 50TH ST NE BUFFALO, MN 55313	763-257-5750
8/16/22	Marlys Wilson	2419 58th St NE Buffalo MN 55313	763. 682-4543

3 of 7

(W)

As a resident of Buffalo Township, I have reviewed the letter of public comment surrounding the proposed MBE Mine dated July 31, 2022 and submitted by Mr. Tom McMullen along with having reviewed the MBE EAW that is open for public comment. By signing this document I am requesting my name be added to the public comment supporting and reiterating the attached letter of Mr. McMullen.

DATE	FIRST NAME, LAST NAME	ADDRESS	PHONE NUMBER
8-16-2022	Barbara Roetzer	4505 State Hwy 25 NE	763-682-2607
8-16-2022	Leann J. Wilson	2419 58 ST NE Buffalo	763-682-4543
8-16-2022	Mary Grace Cassady	2573 50th St NE Buffalo	
8/17/22	Laurel Eckstein	2221 50th St NE Buffalo	763-682-6767
8/17/22	Echo Barth	5544 Canterbury Ave NE Buffalo, MN	612-750-2612
8/17/22	Barb Shelley	1421 48th St NE Buffalo, MN	612-751-4127
8/17/22	Phyllis Dwyer	1459 48th St NE Buffalo MN 55313	763 682-4532
8/17/22	Laurie Schroeder	1901 50th St NE Buffalo MN	763-682-4409
8/17/22	Jud Plumer	1911 50TH ST NE Buffalo MN 55313	763-682 4409
8/17/22	Ciara Laven	2217 55th St NE Buffalo, MN 55313	(763)567-9369
8/17/22	Justin Laven	2217 55th st NE Buffalo, MN 55313	(612) 741-0967

4 of 7

As a resident of Buffalo Township, I have reviewed the letter of public comment surrounding the proposed MBE Mine dated July 31, 2022 and submitted by Mr. Tom McMullen along with having reviewed the MBE EAW that is open for public comment. By signing this document I am requesting my name be added to the public comment supporting and reiterating the attached letter of Mr. McMullen.

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DATE	FIRST NAME, LAST NAME	ADDRESS	PHONE NUMBER
8/17/22	Linda Nerothin	1137 50th St NE Buffalo, MN	763-417-9168
8/17/22	David Nerothin	"	"
8/17/22	[illegible]	1034 [illegible]	[illegible] 3501
8/17/22	MARK LAUZON	868 Belvedere Ave	612-366-3504
8/17/22	LINDA ANTI	5141 Darrow Ave NE	763-350-5780
8/17/22	Kourtney Antl	"	763-350-9931
8/17/22	Julie Surma	24265 9th ST. NE	763-360-0527
8/17/22	Paul Lauzon	4727 Briarwood LANE	612-309-3786
8/17/22	Carina Taylor Carina Taylor	5057 Dawern Ave NE	701-799-3757
8/17/22	Mark Knoops	4599 Braddock Ave NE	612-369-0235
8/17/22	Terrie Knoops	4599 Braddock Ave NE	612 360 9476
8/17/22	Brian Mackenzie	2546 58th St NE	763-682-9460

As a resident of Buffalo Township, I have reviewed the letter of public comment surrounding the proposed MBE Mine dated July 31, 2022 and submitted by Mr. Tom McMullen along with having reviewed the MBE EAW that is open for public comment. By signing this document I am requesting my name be added to the public comment supporting and reiterating the attached letter of Mr. McMullen.

DATE	FIRST NAME, LAST NAME	ADDRESS	PHONE NUMBER
8-17-22	Mark Orluck	1008 44th St. ne Buffalo, MN 55313	612-207-5570
	Ken Dalley	1001-44th St N.E. Buffalo	763 682-5078
8-17-22	Cheryl Orluck	1008 44th ST NE Buffalo, MN 55313	763-682-9191
8-17-22	Sandy Merz	2322 59th ST NE Buffalo, MN 55313	763-242-2965
8/17/22	John Merz	2322 59th St NE Buffalo MN 55313	763-486-2447
8/17/22	Janet Gyllen	2518 59th St, NE Buffalo, MN	612-247-3979
8/17/22	Scott Gyllen	2518 59th St. NE. BUFFALO, MN.	612-799 7911
8/17	David Theis	5571 Canterbury Ave NE BUFFALO, MN. 55313	612-834 9082
8/17	Enid Theis	5571 Canterbury Ave BUFFALO, MN. 55313	612-834 9083
8/17	Christine Mann	2108 55th St NE Buffalo MN 55313	612-644-8735
8/17	Mark Mann	2108 55TH ST NE Buffalo MN 55313	763-202-1318
8/17/22	Sebastian Barth	5544 Canterbury Ave NE Buffalo, MN	612-750-2612

6 of 7

As a resident of Buffalo Township, I have reviewed the letter of public comment surrounding the proposed MBE Mine dated July 31, 2022 and submitted by Mr. Tom McMullen along with having reviewed the MBE EAW that is open for public comment. By signing this document I am requesting my name be added to the public comment supporting and reiterating the attached letter of Mr. McMullen.

DATE	FIRST NAME, LAST NAME	ADDRESS	PHONE NUMBER
8/17/22	Ryan, scherber	5737 Afton Ave NE Buffalo MN 55313	763-337-3165
8/17/22	Matthew, Scherber	5737 Afton Ave NE Buffalo MN 55313	651-302-0[illegible]
8/17/22	Andrew Scherber	5737 Afton Ave NE Buffalo MN 55313	(763) 276-5018
8-17-22	Deborah Scherber	5737 Afton Ave NE Buffalo, MN 55313	763-226-5663
8-17-22	Jason Scherber	5737 Afton Ave NE Buffalo, MN 55313	763-226-5790
8-17-22	Jeremy Bebeau	2313 50th St. NE Buffalo MN 55313	612-221-9639
8/17/2022	Stacie Bebeau	2313 50th ST NE Buffalo, MN	612-805-0433

August 15, 2022

Mr. Scott Deckert, Environmental Health Inspector
Planning & Zoning Office
3650 Braddock Ave NE, Suite 1600
Buffalo, MN 55313

RE: Public Comment Submission
Environmental Assessment Worksheet
MBE Proposed Mine Location at Hwy 25/County Road 113

Mr. Deckert,

The residents surrounding the proposed location of the MBE Mining application have previously submitted numerous comments as you are fully aware of. Many of the concerns by residents were surrounding the safety of the intersection which was recently addressed in the EAW that is open for public comment.

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For the reasons noted, we strongly oppose the acceptance of the EAW as submitted by MBE.

Sincerely,

Tracie Bebeau
Buffalo Township Resident

8/17/22

As a resident of Buffalo Township, I have reviewed the letter of public comment surrounding the proposed MBE Mine dated July 31, 2022 and submitted by Mr. Tom McMullen along with having reviewed the MBE EAW that is open for public comment. By signing this document I am requesting my name be added to the public comment supporting and reiterating the attached letter of Mr. McMullen.

DATE	FIRST NAME, LAST NAME	ADDRESS	PHONE NUMBER
8-17	RICHARD BARTH	1175 44th ST. NE	763-682-3742
8-17	Lois Barth	1175-44th St. N.E	763 682-3742

RECEIVED
AUG 17 2022
BY:.....

8/17/2022

Wright County Planning and Zoning and Wright County Commissioners:

I am a resident of Silver Creek Township in Wright County where the owner of an adjacent parcel recently proposed a gravel mining operation. Through my opposition to that proposal I learned of the MBE mining proposal in Buffalo Township.

During one sleepless night worrying about the negative impact a gravel mining operation will have on the use and enjoyment of my property, a unique idea occurred to me. As a practicing veterinarian, it is cliché to say that I love animals. I read with interest pages 27-30 of the MBE EAW. There is a whole section on Fish, Wildlife, Plant Communities and Sensitive Ecological Resources (Rare Features). Apparently the Northern long eared bat, Blanding's turtle, Purple Martin and the Eastern Spotted Skunk are protected and had there been any of these animals present; perhaps the entire mining project would be scratched, or great effort would be made to "protect" them. Interestingly, nowhere in this EAW is there any discussion about the human animals that reside in near this mine and the effect it will have on their "habitat". In my own case, if a mine is allowed on the adjacent property; my hobby farm will be so severely negatively impacted that our family would have no other choice than to relocate. You have a similar situation with MBE. The nearby apple orchard, the nearby horse farm, the nearby homes will suffer a terrible negative impact on the use and enjoyment of their property. Allowing a mining operation strikes at the very heart of why people move to rural areas and give up some of the amenities of city life. All of these residents from Buffalo and Silver Creek Townships are passionate about their way of life being threatened. As a result, they have become what I would term accidental activists. These people are hard-working, honest, law abiding members of the community not entirely acting out of self-interest but really trying to preserve a rural lifestyle. Many of these residents have earnestly maintained and improved their properties for decades.

I ask that you consider the local residents already established and give them the same consideration that the state and federal government have shown for the Northern long eared bat, Blanding's turtle, Purple Martin and the Eastern Spotted Skunk. These community members' habitat is threatened and in our current society they are an increasingly rare breed. As the local government, I implore you to consider and recognize the value of preserving these citizens that show genuine concern about the highest and best use of the land within their community.

Thank you for your consideration.

Donna Kostecka

DORSEY™
always ahead

RECEIVED
AUG 18 REC'D
BY:.....

BRIAN B. BELL
Partner
(612) 492-6178
FAX (612) 677-3259
bell.brian@dorsey.com

August 17, 2022

VIA UPS AND ELECTRONIC MAIL

Mr. Scott Deckert
Wright County Government Center
Environmental Health Inspector
Planning & Zoning Office
3650 Braddock Ave NE, Suite 1600
Buffalo, MN 55313

Re: Comments Regarding MBE Sand and Gravel Mine Environmental Assessment Worksheet

Dear Mr. Deckert:

I submit these comments on behalf of Garvin Farms, LLC d/b/a Gilchrist Orchard, to address deficiencies in the MBE Sand and Gravel Mine Environmental Assessment Worksheet (EAW) noticed in the EQB Monitor on July 19, 2022. The Gilchrist Orchard is a boutique apple orchard with 12-14 different apple varieties and over 10,000 trees. The orchard is located on 45 pristine acres of fully irrigated and fenced land on the southwest shore of Gilchrist Lake. The orchard produces around 2,500 bushels of apples per season. The orchard has been operating for over 30 years under various names. Throughout its history, the Gilchrist Orchard has been family owned. In 2021, the Garvin Family purchased the orchard.

As a neighboring property owner, in these comments Gilchrist Orchard addresses the EAW's failure to recognize inconsistencies between MBE's proposed gravel pit ("Gravel Pit") and Wright County land use policies. These comments also discuss deficiencies in the EAW's identification of neighboring land uses.

I. The EAW Must Recognize the Inconsistency of the Gravel Pit with the County's Land Use Policies.

Wright County should amend the EAW to recognize that MBE's Gravel Pit is inconsistent with Wright County's Northeast Quadrant (NEQ) Land Use Plan (Land Use Plan or Plan). As the EAW recognizes, EAW at 9, the Land Use Plan designates the land covered by the Gravel Pit as "Commercial," Land Use Plan at 75. But the EAW fails to acknowledge that a Gravel Pit is inconsistent with that commercial designation. The EAW merely states that the reclamation plan will be compatible with the future commercial use of the property. But the Gravel Pit is anticipated to last well into the 2030s. Accordingly, the vision for the Land Use Plan will only be recognized—at the earliest—in the early 2030s.

The Land Use Plan defines "Commercial" as:

> [E]xisting commercial areas and undeveloped land well suited to commercial development that does not require a significant level of urban services. Purpose is to provide for limited commercial development in areas that are especially well suited to such use. Existing land types may include areas near major highway interchanges, existing service centers (unincorporated communities) or adjacent to urban commercial areas. Appropriate zoning may include the B-l or B-2 district.

Land Use Plan at 72. The Gravel Pit is not a commercial use, such as a retail business or offices. Mining and extraction is not a permitted or conditional use under the B-1 or B-2 districts, which the Plan identifies as appropriate zoning districts for lands designated commercial. Code of Ordinances §§ 155.054, .055, Wright County, Minn. Additionally, the Plan includes a separate definition for "Aggregate Resources,"[1] indicating commercial and aggregate resource uses are distinct. Land Use Plan at 74. The EAW must acknowledge that approving a Gravel Pit would directly conflict with the Land Use Plan's designation of the property as commercial.

Even if the Gravel Pit were reclaimed to permit retail, offices, or other commercial uses, the nature of the future commercial use would be inconsistent with that envisioned by the Land Use Plan. The commercial uses contemplated by the Land Use Plan are those that "do[] not require a significant level of urban services." Land Use Plan at 72. This aversion to urban services, stems from the Plan's prohibition on "[a]n expensive level of urban services . . . outside incorporated areas by County or Township governmental units." Land Use Plan at 52. Commercial uses without a significant level of urban services is infeasible on reclaimed mining land. As the Land Use Plan recognizes, "in most instances mining will severely limit the use of on-site sewer systems for development, so that municipal utilities are needed for re-use." Consequently, unlike the commercial uses favored by the Land Use Plan, any future commercial uses after reclamation of the Gravel Pit will almost certainly require a "significant level of urban services." The EAW does not acknowledge the incompatibility of the Gravel Pit with these policies and the attendant environmental consequences.

Finally, the EAW neglects to address the inconsistencies of the Gravel Pit with the Plan's policy to promote the preservation of agricultural land. The Land Use Plan explains that "a major thrust of this Land Use Plan is toward the protection and preservation of agricultural and open space land." Land Use Plan at 39. The Land Use Plan continues that "[t]he intent is not just to protect prime, cultivated land from conversion. Rather, the intent is to protect areas that are and can remain rural or 'agricultural' or 'open space' in nature." *Id.* Here, the EAW recognizes that the "[l]and use in the proposed project area is mostly cropland that has been in agricultural use for decades." EAW at 5. The Gravel Pit will take land out of agricultural use for at least ten

[1] The proposed Land Use Plan designated a significant portion of land along Minnesota State Highway 25 for aggregate resources. Land Use Plan at 84. This proposed aggregate resources area was entirely to the north of the proposed Gravel Pit. Although the proposed aggregate resources area was not adopted, that the land for the proposed Gravel Pit was excluded from the proposed aggregated resources area in the proposed Plan underscores the inappropriateness of the proposed Gravel Pit on this land.

years. Thus, the Gravel Pit conflicts with the Land Use Plan's policy favoring "the protection and preservation of agricultural and open space land." Land Use at 39.

These conflicts are all the more stark because the Plan itself states that "[p]roposals that conflict with the adopted plan will only be approved in extraordinary circumstances, when unique reasons justify the departure." Land Use Plan at 39. Departures from the Land Use Plan that benefit private interests are inappropriate because they "damage credibility of the planning process and the usefulness of the plan." *Id.*

At a minimum, the County must amend the EAW to recognize the inconsistencies of the Gravel Pit with the Land Use Plan.

II. The EAW Minimizes the Significant Number of Sensitive Uses Nearby.

By only considering homes within 850 feet of the proposed Gravel Pit, the EAW paints an incomplete picture of the impact the Gravel Pit will have on nearby residences. The EAW states that "[t]here are nine homes within 850 feet of the site." EAW at 10. The EAW also reports that the "[h]omes nearest to the site are located from 195 to 655 feet outside of the project boundary." *Id.* Oddly, the subsequent paragraph says there is "a home located 112 feet from the proposed project boundary." *Id.* The County should amend the EAW to correct this discrepancy.

The more fundamental problem with the EAW's treatment of nearby land uses is its failure to consider residences more than 850 feet from the proposed Gravel Pit. In comparison, the Knife River Naaktgeboren Mining Expansion EAW considered residences within .5 miles (2,640 feet) of the project site. Neighboring resident, Tracie Bebeau, with 26 years in the residential real estate industry, used Core Logic software to determine that within .5 miles of the center of the Gravel Pit there are 35 residences. Within around one mile of the center of the Gravel Pit there are 515 residential homes. There would likely be significantly more residences if these measurements were taken from the boundaries of the Gravel Pit, rather than its center. In addition to these residences, there are multiple apple orchards and the Newport Academy Rehabilitation Center nearby. The County should amend the EAW to recognize the significant number of nearby residences and sensitive noise and dust receptors.

Conclusion

The County should amend the EAW to recognize that the Gravel Pit would be inconsistent with the commercial land use designation included for the land in the Land Use Plan. Additionally, the County should revise the EAW to recognize the large number of residences within .5 miles and one mile of the center of the Gravel Pit.

Thank you for the opportunity to submit these comments. Please do not hesitate to reach out to me with questions.

Sincerely,

DORSEY & WHITNEY LLP

Brian B. Bell
Partner

BB:mr

Cc: Steve Garvin, Garvin Farms, LLC (via email)

4894-4262-9166\1

SPINNER SERVICE CO. INC.

Barry Rhineberger —— Regarding MBE proposed gravel pit, August 17, 2022

From: Tom Rood
Spinner Service Co Inc.
4168 State Hwy 25
Buffalo, MN 55313
spinnerinc@charter.net

Hi Barry,

In regards to the new proposed MBE gravel pit - I am for and hope you approve this new pit area with just a few thoughts I have?? (Yes I am late and behind as always) As a Buffalo resident for over 35 years I have seen growth in all areas for a good well balance community like ours. You guys are doing a great job, but, a tough job these days. However, just because a few residents don't like dust, noise or traffic does seem to be great reason to hinder someones business - It does look like the MBE folks are crossing all there "T"'s and doting there "I"s for you. On the traffic - I really don't think a few more trucks is going to matter on hwy 25 - I have lived just off Hwy 25 for over 25 years — Traffic is traffic. We need to keep this and all kinds of completion around here and staying around here, its just good business — its looks to me as this part of wright county (Hwy 25 north of Buffalo) is as good if any for this type of business — just because its a gravel pit should mean we are limited to only a few other close sources. (Look how long Mr. Davis has been mining, crushing and hauling out of that pit area - which by the way has to be one of the cleanest gravel pits I have ever seen) (I am not so crazy about the county Jail 1.5 miles or just up the street for my house and family - but it there and I am sure you see the traffic that dump on hwy 25 from that place.) In my option if a apple farm, solar field, water tower, gravel pit, land fill, corn field, apartment building is near my house - it is what it is - I have the choice to live or leave - I am sure you folks will make the right decision, I just wanted you to be aware that there are some of us out here that don't oppose new businesses. Lastly - Thank you for taking the time to read this - I by know means am a great writer and or express thoughts very well.

Thanks,

Tom Rood

From: Brent Carron <brent@valleypaving.com>
Sent: Thursday, August 18, 2022 2:05 PM
To: Barry Rhineberger <Barry.Rhineberger@co.wright.mn.us>
Subject: MBE EAW

I have reviewed the EAW for the new proposed pit in Buffalo Township and I believe it was put together really well. I don't see any issues with what has been written or how the citizen petition issues have been addressed.

I would be in favor of this project, especially since there is an open active pit across the street.

Thank you,

Brent Carron
Valley Paving, Inc.
612-282-8848

From: bruru2@aol.com <bruru2@aol.com>
Sent: Thursday, August 18, 2022 11:24 AM
To: Barry Rhineberger <Barry.Rhineberger@co.wright.mn.us>
Subject: MBE EAW Permit- public comment

To Whom it May Concern;

I understand there is a gravel pit proposed in Buffalo township, near Monticello. I also understand there has been alot of controversery, much of which is misplaced. There was a Enviromental Study done, submitted and upon review, I find no reason to not grant this permit.

There is nothing in this study, which is exhaustive, to suggest anything detrimental to the area. There would no impact to wild life, no impact to water shed as there are no chemicals or metals to leech into run off, there is no impact to the housing or neighbors because there arent any around. The only issue would be traffic which is managed by the county, MN DOT and plans laid out by the potential aggregate pit.

I DO see this as a benefit to the area. Homeowners, Builders, etc ALL need aggregate materials for literally everything from a patio of pavers, which needs sand and rock for drainage, to setting a shed, retaining walls, driveways, new homes, and roads and bridges. ALL of them need aggregate. If there is none available, it will cause all projects to increase in cost, not only the material pricing, but also cost in transportation to go to an area where they are available. This causes everything to increase, including taxes, to complete infrastructure projects. Those pits that remain in the area then increase prices because there is no competition.

In my opinion, there is no reason to deny a permit to the pit. There are only benefits.

Sincerely,

Bru Ploog
612-730-2941
BruRU2@aol.com
bru.ploog@gmail.com

From: Br Er <berdmann27@gmail.com>
Sent: Thursday, August 18, 2022 2:15 PM
To: Barry Rhineberger <Barry.Rhineberger@co.wright.mn.us>
Subject: Conditional Use Permit for M.B.E.

Dear planning and zoning,

I am writing this email in support of granting the Conditional Use Permit. As I read thru the concerns of the community and look at the EAW submitted, I do not see any issue that would be inadequately mitigated. As we continue to deplete our aggregate resources, does it not make sense to extract it while we can before we develop the land and lose the opportunity forever? This seems like one of the purposes of adopting a land use plan and having planning and zoning meetings. As far as the affected folks around the area, I do not know of a mining operation that does not have some effect on the neighboring property owners. In this case, the affects appear to be very minor compared to many other aggregate operations I have seen elsewhere. As a resident of Wright County, I support using our land and the resources they provide us wisely and responsibly. I personally do not see enough evidence of deleterious affects on nearby residents to warrant a denial of the permit. Thanks for taking the time to read this.

Bryn Erdmann

RECEIVED
AUG 18 2022
BY:

To whom it may Concern:

My name is Echo Smith
My address is
5544 Canterbury Ave. NE
Buffalo, MN 55313.
ph. 612-750-2612

I am against the
proposed busenes
on the Corner of
25/113 -

I have lived at this
location since
1976 -

Yll

I have a very serious health concern:

I have been doctoring at the Mayo Hospital in Rochester for approxcittely 3 years.

I was deagnosed with TBM - & ECAC TBM - tracheal Bronchial malasea.

I have No cartilage in my trachia or my Bronchial tubes to end in my lungs 2/11

This condition
TBM.
is extremely rare.
Any infection or
coding could very
likely kill me.

ECAC - Is Excessive or
Exfoliating Central
Airway Collapse -

in otherwords it
almost completely
closes.

3/11

As of December 2021 my Mayo Pulmonary Dr. recommended to retire or stop working because of the increased chance of infection, pneumonia & covid. I decided retire. That is a loss of $30,000. worth of income for me.

I have work 54 years to finial reach 4/11

a point in my life that I can be at my home, outside and do all the things I dreamed of regarding my home and land.

The most important aspect of this very Rare Conditions is Hygiene - I have a very Strenuous routine daily routine to keep my airway

5/11

open and reduce
my chances
of infection -
Each Day - I night
I have an inhalor
used throughout the
day to open airway
1 Nebulizer treatment
3X a day.
Cpap - Every night -
all night.
I have to do Nasal
rinse,
Sprays. 1. Compound
by Mayo - to clear nasus
2. OTC - Coughmed
3. Compound to soften Nasal tissue

So my day is

3X nebulizer treatment

8-10 Hrs CPAP usage
14 Hours

Nasal rinse

Nasal Spray X 2

Nasal Spray

Nasal oil 1 times a day

breathing exercises

Speech exercises

Through out the day.

TBM - This effects vocal chords also.

7/11

My health will be seriously effected if the proposed business is approved to operate —

I also spent Between 2020 2022 $60,000 - $70,000. to create my home, to maintain a healthy living environment —

this business will destroy all that

8/11

I've worked for -
54 years -
It will destroy my
property value
my daily living -
Most of all it will
destroy my
health -
Cause my death -
I feel that approval
for this business
in this area also
destroys our Community
9/11

My home is Kitty Corner of the proposed site. I would be directly effected

Please Please

Do not allow this business to go forward —

I'm doing everything I can to maintain my health and home & land:

to keep the environment I live in safe & healthy

10/11

If you need verification please let me know. I can get you my IRS Form 1099 Int. from my name & Echo Bath Wright County resident since 1985 - Married / raised my family -

Echo Bath
5544 Canterbury Ave NE
Buffalo, MN 55313
612-750-2612

11/11

ECAC, TBM, , Tracheomalacia

MAYO CLINIC

· Bronchomalacia

REVIEW

Central Airway Collapse, an Underappreciated Cause of Respiratory Morbidity

David Abia-Trujillo, MB, MD; Adnan Majid, MD; Margaret M. Johnson, MD; Isabel Mira-Avendano, MD; Neal M. Patel, MD; Ian A. Makey, MD; Mathew Thomas, MBBS, MD; Anna Kornafeld, MD; Britney N. Hazelett, RN; and Sebastian Fernandez-Bussy, MD

Abstract

Dyspnea, cough, sputum production, and recurrent respiratory infections are frequently encountered clinical concerns leading patients to seek medical care. It is not unusual for a well-defined etiology to remain elusive or for the therapeutics of a presumed etiology to be incompletely effective. Either scenario should prompt consideration of central airway pathology as a contributor to clinical manifestations. Over the past decade, recognition of dynamic central airway collapse during respiration associated with multiple respiratory symptoms has become more commonly appreciated. Expiratory central airway collapse may represent the answer to this diagnostic void. Expiratory central airway collapse is an underdiagnosed disorder that can coexist with and mimic asthma, chronic obstructive pulmonary disease, and bronchiectasis. Awareness of expiratory central airway collapse and its spectrum of symptoms is paramount to its recognition. This review includes clear definitions, diagnostics, and therapeutics for this challenging condition. We performed a narrative review through the PubMed (MEDLINE) database using the following MeSH terms: *airway collapse*, *tracheobronchomalacia*, *tracheomalacia*, and *bronchomalacia*. We include reports from systematic reviews, narrative reviews, clinical trials, and observational studies from 2005 to 2020. Two reviewers evaluated potential references. No systematic reviews were found. A total of 28 references were included into our review. Included studies report experience in the diagnosis and/or treatment of dynamic central airway collapse; case reports and non-English or non-Spanish studies were excluded. We describe the current diagnostic dilemma, highlighting the role of dynamic bronchoscopy and tracheobronchial stent trial; outline the complex therapeutic options (eg, tracheobronchoplasty); and present future directions and challenges.

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Dyspnea, cough, sputum production, and recurrent respiratory infections are frequently encountered clinical concerns leading patients to seek medical care. When attributable to a specific etiology, such as chronic bronchitis, bronchiectasis, or asthma, appropriate therapies can dramatically mitigate or even resolve these symptoms. However, it is not unusual for a well-defined etiology to remain elusive or for the therapeutics of a presumed etiology to be incompletely effective. Either of these scenarios should prompt consideration of central airway pathology as the etiology of or a contributor to clinical manifestations.

Over the past decade, recognition of dynamic central airway obstruction or collapse during respiration has been associated with multiple respiratory symptoms but remains incompletely understood.[1] Identifying expiratory central airway collapse (ECAC) requires consideration of the diagnosis followed by appropriate testing. The uncertainties of this condition make identification and investigation challenging.[2,3] Presently

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ARTICLE HIGHLIGHTS

- Expiratory central airway collapse (ECAC) is an underdiagnosed disorder that can coexist with and mimic asthma, chronic obstructive pulmonary disease, and bronchiectasis. Awareness of ECAC and its spectrum of symptoms is paramount to its recognition.
- The term *ECAC* comprises 2 pathophysiologic entities: excessive dynamic airway collapse of the posterior membrane and tracheobronchomalacia.
- Dynamic flexible bronchoscopy under light or moderate sedation remains the most reliable test to confirm and assess the severity of ECAC, and it is still considered the criterion standard.
- Corrective surgery with tracheobronchoplasty may be beneficial for many patients; however, given the surgical morbidity, stent trial to assess clinical improvement is still recommended before surgery.

there is no consensus definition or nomenclature; this pathology has been addressed with several names, contributing to diagnostic inconsistency. Furthermore, these patients often present with multiple comorbidities, such as chronic obstructive pulmonary disease (COPD), bronchiectasis, asthma, gastroesophageal reflux disease, vocal cord dysfunction, obstructive sleep apnea, and laryngopharyngeal reflux, which manifest with similar symptoms challenging appropriate allocation to an attributable etiology.[1,4,5] It is important to highlight that they will often coexist with ECAC and these conditions are not mutually exclusive. To obtain this review article, we performed a narrative review through the PubMed (MEDLINE) database using the following MeSH terms: *airway collapse*, *tracheobronchomalacia*, *tracheomalacia*, and *bronchomalacia*. We include reports from systematic reviews, narrative reviews, clinical trials, and observational studies. Two reviewers (D.A.-T. and S.F.-B.) evaluated potential references. No systematic reviews were found. A total of 28 references were included into our review. Included studies report experience in the diagnosis and/or treatment of dynamic central airway collapse; case reports and non-English or non-Spanish studies were excluded. Here, we review the current understanding of ECAC diagnosis and therapy, highlighting tips to promote appropriate consideration of the diagnosis during evaluation by both specialists and generalists.

The term *ECAC* comprises 2 pathophysiologic entities: excessive dynamic airway collapse (EDAC) and tracheobronchomalacia (TBM).[4,6-8] The "E" in ECAC has been described as both *expiratory* and *excessive* without consistency.[2,3,9,10] Although this ambiguity may contribute to confusion, both terms describe the same pathologic entity. Excessive dynamic airway collapse refers to an excessive forward displacement of the posterior membranous portion of the tracheal wall due to weakness and atrophy of the longitudinal elastic fibers.[6] Excessive dynamic airway collapse should be used only to describe an abnormality in the posterior membranous portion of the airway that bulges into the lumen during expiration.[1,4,11,12] Abnormal motion of the anterolateral or cartilaginous portion of the tracheobronchial wall is termed as *TBM*.[1,8] Tracheobronchomalacia can be subdivided into cartilaginous or circumferential (or concentric). Cartilaginous TBM implies a weakness of the lateral (saber-sheath) or anterior (crescent) cartilaginous wall.[1] Cartilaginous TBM leads to splaying of the end of the tracheal cartilage, increasing the transverse diameter, and decreasing the anteroposterior diameter. Circumferential, or concentric, TBM is a combined anterior and lateral airway wall collapse usually associated with inflammatory conditions, such as relapsing polychondritis.[6,13,14] Figures 1 and 2 illustrate these differences.

During forced expiration, there can be a physiologic anteroposterior diameter narrowing of 50% (±20%).[8,10,12] The degree of collapse that constitutes pathology is uncertain and needs to be defined in the context of clinical findings.[1,5] Some studies have found a threshold of 70% collapse as

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the minimum to define pathology and greater than 90% identifies those for whom aggressive treatment such as tracheobronchoplasty (TBP) is more likely to be beneficial.[1,4,9] The evidence of increasing the threshold for ECAC from 50% to 70% is based on a single-center observational study of 51 healthy volunteers aged between 25 and 75 years with no risk factors for ECAC. In this study, the average ECAC was around 55% with an SD of 20%. The 70% cutoff is approximately 1SD higher than that in those normal controls.[15]

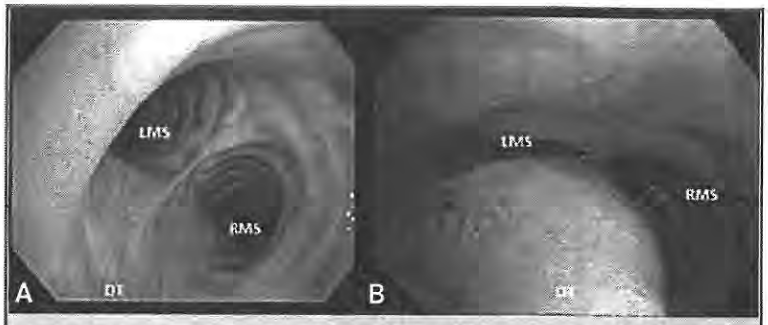

FIGURE 1. Inspiration and expiration views of the distal trachea. A, DT, LMS, and RMS on inspiration. B, DT, LMS, and RMS on forced expiration exhibiting severe EDAC. DT = distal trachea; EDAC = excessive dynamic airway collapse; LMS = left main stem; RMS = right main stem.

ANATOMY AND PHYSIOLOGY

The anterior wall of the trachea is formed by 14 to 20 C-shaped cartilaginous rings, and the posterior wall is composed of the trachealis muscle. On inspiration, the average adult tracheal length is 10 cm, with a normal anteroposterior diameter of 2.2 to 2.9 cm in men and 1.9 to 2.6 cm in women. The transverse diameter ranges from 2.7 to 3.4 cm in men and from 2.2 to 2.6 cm in women.[16] It is currently theorized that large airway collapse is due to increased airway resistance, decreased lung elastic recoil, and increased pleural pressure. Collectively, these factors increase luminal airflow velocity and decrease pressure, creating a stress on luminal integrity and leading to smooth muscle fatigue. As perpetuating factors, weakening of the smooth muscle tone, reduced elastic recoil, and greater narrowing lead to greater transmural pressure gradient, resulting in ECAC.[5]

EPIDEMIOLOGY AND ETIOLOGY

The true prevalence of ECAC is unknown; although increasingly recognized, it is likely grossly underdiagnosed. An overall prevalence of 13% has been suggested, with an increase to 37% in those with COPD and other airway diseases.[6,12]

The etiology of ECAC is uncertain, but small airway obstruction, chronic inflammation, trauma or previous tracheostomy, relapsing polychondritis and other autoimmune diseases, COPD, asthma, obesity, and gastroesophageal reflux disease have been linked to the development of ECAC.[6,17] Notably, inhaled corticosteroids, commonly used in various airway diseases, have been postulated to have a causative role.[17] Hypothesized contributors to TBM include secondary injuries, such as infiltrative disorders, prolonged tracheal ischemia, or inhalation of toxins.[12]

DIAGNOSIS

The clinical manifestations of ECAC are so common and nonspecific that diagnosis is often delayed. To reach its diagnosis, a high index of suspicion is needed as intensification of therapy, for more common diseases such as COPD or asthma fails to improve the patients' clinical status.[4,6,13] The lack of progress with a specific treatment for a presumed etiology should prompt consideration for the alternative or additive diagnosis of ECAC. It has various pulmonary presentations, and the most commonly described in the literature are chronic bronchitis, chronic cough, dyspnea, and difficulty clearing secretions.[18] Their exact frequency is unknown, as ECAC may coexist with other respiratory diseases, which may contribute to the presenting symptoms.

The potential pathophysiologic source of these presentations is merely hypothesized; however, it is thought to be multifactorial in nature. Chronic cough in these patients tend to be paroxysmal described as "seal-like barking," and it is thought to be influenced by the excessive vibration of the posterior tracheal wall against the anterolateral borders of the tracheobronchial tree.[19] In

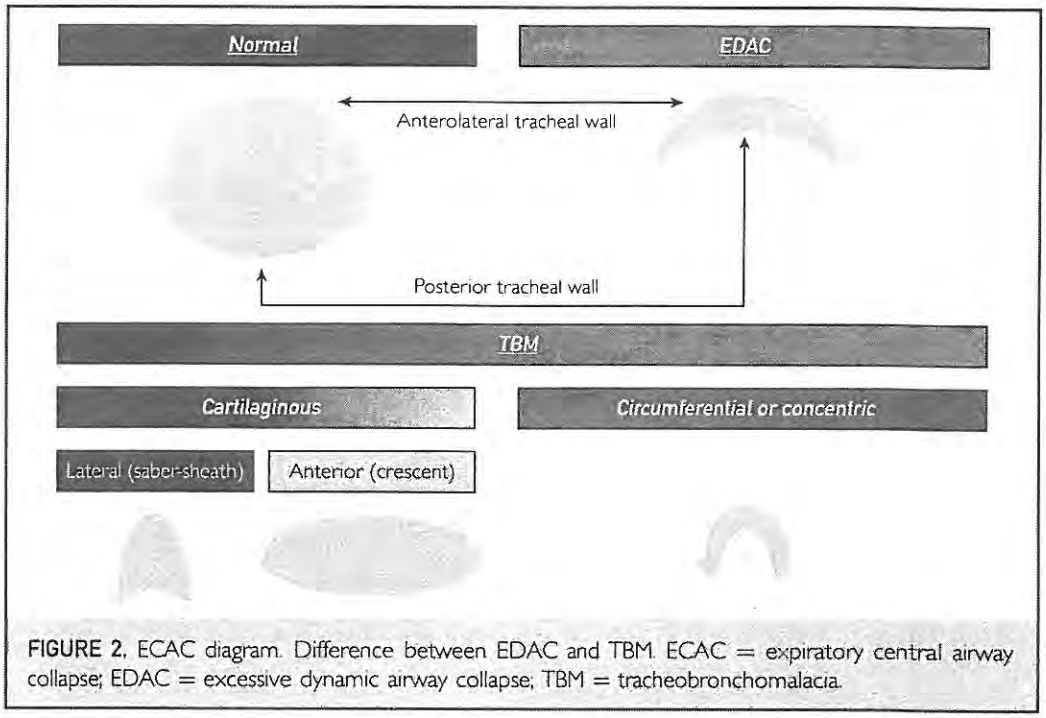

FIGURE 2. ECAC diagram. Difference between EDAC and TBM. ECAC = expiratory central airway collapse; EDAC = excessive dynamic airway collapse; TBM = tracheobronchomalacia.

addition, the poor airway secretion clearance precipitated by the mechanical collapse fails to expectorate retained airway secretions and perpetuates chronic airway inflammation and impaired mucociliary clearance.[10] The etiology of dyspnea is indeed more challenging as often these patients may have no substantial airflow limitation noted in the pulmonary function test. It is also thought to be multifactorial, with air trapping and hyperinflation at the moment of forced expiration thought to be the main contributing factors. It is hypothesized that this happens mainly on exertion due to increased luminal airflow velocity.[5] Deconditioning may also play a significant role as these patients' quality of life is often limited and their ability to exercise is impaired. Expiratory central airway collapse may cause only exertional symptoms, leading to an erroneous diagnosis of exercise-induced asthma.[5] Expiratory central airway collapse may also

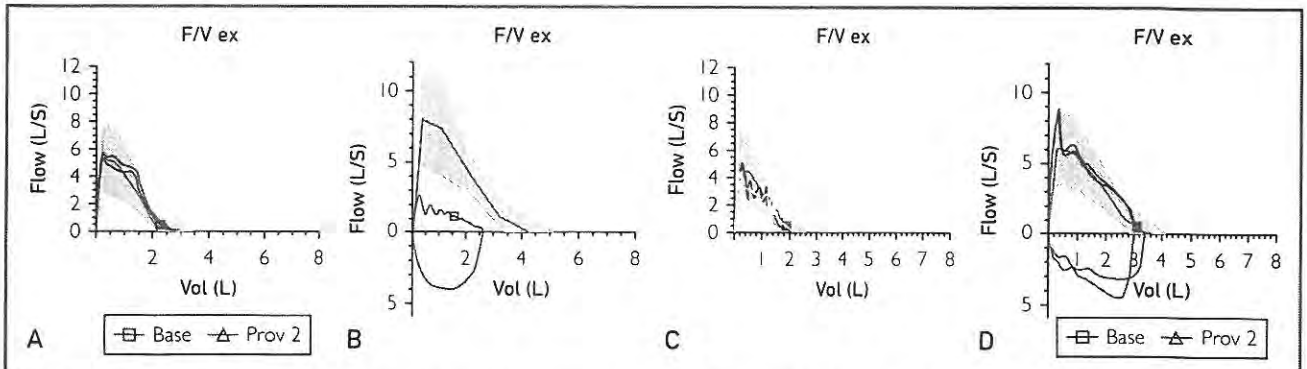

FIGURE 3. Patterns associated with the expiratory flow-volume loop in patients with ECAC. A, Biphasic expiratory curve. B and C, Flow oscillations or "serrated" pattern. D, Notching of the expiratory flow-volume loop. ECAC = expiratory central airway collapse; F/V ex = flow/volume expiratory time; Prov 2 = provocation test.

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complicate ventilation during surgery of procedures performed under conscious sedation or become manifest after extubation or tracheostomy decannulation.[11,12]

Pulmonary function tests may reveal obstructive (44%) or restrictive (17.8%) changes, but are normal in 20% of patients with ECAC.[6,13] Helpful clues during these tests include reduced maximum forced expiratory flow, a biphasic expiratory curve, flow oscillations, and notching, but these are not universally present.[10,18,20-22] Examples of these abnormalities are presented in the flow-volume loops in Figure 3.

Dynamic computed tomography of the chest with images obtained at end inspiration and during forced expiration is increasingly used to establish the presence of ECAC, but its utility is predicated on radiology expertise for both image collection and interpretation.[6,8,10,13] Dynamic computed tomography collapsibility index should be calculated at the same recommended areas as when performing the dynamic bronchoscopy assessment: cricoid level, mid-trachea, distal trachea, proximal left and proximal right main bronchi, and proximal bronchus intermedius. Different locations have also been proposed on the basis of experts' opinion: 1 cm above the aortic arch, 2 cm above the main carina, level of the left main stem take off, and level of right main stem take off. None of these approaches have been substantially studied, and there is no strong evidence for them to support either of them. From the images obtained, a *collapsibility index* can be determined as follows: (area at end inspiration−dynamic expiratory area/area at end inspiration)×100, in which both dynamic expiratory area and area at end inspiration values are calculated using the established algorithms.[12] Dynamic flexible bronchoscopy under light or moderate sedation remains the most reliable test to confirm ECAC and is still considered the criterion standard.[18,23] Throughout the procedure, the patient must be able to purposefully produce a forced expiration as the bronchoscopist evaluates each segment of the central airways.[12,24] Six areas should be intentionally and separately evaluated to visually assign a degree of collapsibility: cricoid level, mid-trachea, distal trachea, proximal left and proximal right main bronchi, and proximal bronchus intermedius.[24] These images are usually video recorded for further analysis. Disease severity is described as mild disease with collapse of 70% to 80%, moderate with collapse of 81% to 90%, and severe as collapse of 91% or higher.[4,18]

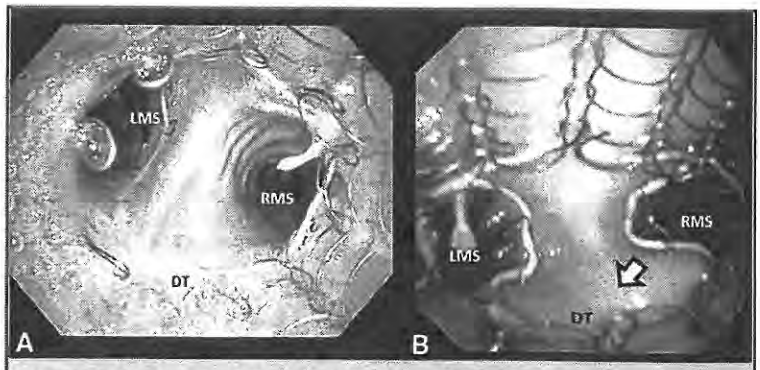

FIGURE 4. Distal trachea with metallic stents preventing dynamic airway collapse. A, DT, LMS, and RMS after stent placement. B, DT, LMS, and RMS after stent placement on expiration. The minimal collapse of the posterior wall (arrow) notably improved by metallic stents. DT = distal trachea; LMS = left main stem; RMS = right main stem.

STENT TRIAL

Corrective TBP surgery can be beneficial for many patients; however, some degree of certainty about its potential benefit for patients is required before it. This can be obtained through a stent trial. Before it, all respiratory comorbidities treatments should be optimized for at least 4 to 8 weeks, because up to 40% of patients will report substantial improvement in symptoms, even in the absence of airway stabilization. In addition, not treating the comorbidities may negatively affect the outcome of surgical central airway stabilization.[6] Commonly, airway stents are placed for a short period of time (5 to 10 days) to assess clinical improvement and help identify those patients who may benefit from surgery.[2,3] Subjective and objective evaluation of respiratory symptoms, health-related quality of life (St George's Respiratory Questionnaire and

ARTICLE IN PRESS

cough quality of life), lung function (forced expiratory volume), exercise capacity (6-minute walk test), and functional status (Karnofsky Performance Scale) using validated scoring scales should be used before and during stenting.[6,23] In a recent case series, 73% of patients (31 of 42) underwent robotic TBP without antecedent stent trial.[4] The downside of this approach is that some patients may undergo a surgical procedure for a condition that may not be the main source of their symptoms. It has been described that around 20% of patients with severe and symptomatic disease will not improve with a stent trial.[8] Both uncovered self-expanding metallic stents and silicone tubular and Y stents have been used for stent trials before TBP. It is important to highlight that neither type of stent is an effective long-term solution for ECAC.[25] Uncovered self-expanding metallic stents (Figure 4) are more frequently used as they preserve mucociliary function and can be placed with relative simplicity; however, these stents may be difficult to remove secondary to granulation tissue in inflamed airways.[3,7] The use of silicone Y stents is complicated by cough, mucus plugging, foreign body irritation, and infection.[4,6,13,23,25] For these reasons, stents are maintained for only 5 to 10 days, with quantification of respiratory symptoms and functional status repeated before removal.[6,7] Up to 75% of patients selected for a stent trial exhibit an improvement in symptoms and are considered for further surgical intervention.[11] Recently, pneumatic stenting via nasal continuous positive pressure has been proposed as an alternative to diagnostic stent placement,[11,12] although some experts believe that this approach may overestimate the benefits of surgical stabilization.[3]

TREATMENT

Therapy for ECAC is determined by disease severity (degree of collapse and severity of symptoms) and comorbid conditions. Optimization of pulmonary status with attention to appropriate treatment of recurrent infections, maximization of medical therapy for concomitant airway diseases, and use of bronchial hygiene measures are critical to management. Maximal treatment of any potential alternative cause of symptoms for 4 to 8 weeks is recommended before diagnosing ECAC as the primary cause of symptoms. Mild-to-moderate cases can be treated with intermittent continuous or bilevel positive airway pressure.[5,6,8,10] In the United States, insurance coverage for positive airway pressure therapy for the indication of ECAC is not universal. Tracheobronchoplasty or surgical central airway stabilization by posterior mesh splinting should be considered for patients with severe disease.[2,3] The data that support TBP for severe ECAC cases are based on a prospective observational study and the retrospective analysis of a prospectively maintained database of a single institution.[25,26] Surgical planning for TBP requires distinguishing EDAC from TBM. In patients with EDAC, the transverse diameter of the airway is not excessively large; therefore, lateral downsizing of the trachea is less pronounced than in the technique for repairing TBM. When repairing EDAC, the posterior wall tension may be predominantly developed by suture placement to achieve axial tension.[6] Tracheobronchoplasty is performed by suturing a knitted polypropylene mesh to the posterior membrane of the trachea and bilateral main bronchi, with the goal of splinting the trachea to promote the development of normal rigidity and configuration with healing.[9,13] Tracheobronchoplasty is performed through a right posterolateral thoracotomy, with exposure of the intrathoracic trachea, bilateral main bronchi, and bronchus intermedius. The mesh is sutured to the posterior membrane in a partial thickness fashion to avoid entering the airway lumen. One case series of robotic TBP has reported promising results and favorable outcomes.[6] Bronchoscopic laser TBP with the application of endoluminal laser to the posterior tracheal wall to induce fibrosis and wall rigidity holds promise as a less invasive therapy; however, more clinical trials are needed to establish its real value.[11,27]

Tracheobronchoplasty is associated with a 1% mortality rate in appropriately selected

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adults with severe symptomatic ECAC when performed by an experienced airway surgeon and team. Perioperative adverse events occur in nearly half of patients, including respiratory failure or pneumonia. Tracheobronchoplasty can improve quality of life, exercise capacity, and respiratory symptoms.[6]

FUTURE RESEARCH DIRECTION

As recognition of ECAC improves, it is critical that clinical risk factors be identified and therapy refined. The ideal use of inhaled corticosteroids, portable pneumatic stenting devices, laser tracheoplasty, and robotic bronchoscopy, as well as stem cell therapy or other regenerative medicine techniques to strengthen the airway, alone or in conjunction with 3-dimensional bioprinting or even trachea transplant, may hold promise.[28]

CONCLUSION

Expiratory central airway collapse is an underdiagnosed disorder that can coexist with and mimic asthma, COPD, and bronchiectasis. Common manifestations include dyspnea, chronic cough, and recurrent respiratory infections. Dynamic flexible bronchoscopy is the diagnostic criterion standard, although dynamic forced expiratory computed tomography is also helpful when used with appropriate expertise. Optimization of bronchial hygiene, treatment of coexisting conditions, and use of positive airway pressure therapy are used in mild-to-moderate cases of ECAC. Definitive surgical treatment should be considered for those with severe disease, especially if a diagnostic stent trial reports quantified improvement. Less invasive interventions, such as robotic TBP or bronchoscopic laser therapy, offer promise as future therapies, expanding the spectrum of patients for whom intervention is indicated; however, further research is required to assess the safety, efficacy, and durability of these interventions.

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Abbreviations and Acronyms: **COPD** = chronic obstructive pulmonary disease; **ECAC** = expiratory central airway collapse; **EDAC** = excessive dynamic airway collapse; **TBM** = tracheobronchomalacia; **TBP** = tracheobronchoplasty

Potential Competing Interests: Dr Majid has received consulting fees or honoranum from Boston Scientific. Dr Johnson is an employee of Mayo Clinic and has received honoranum from Boca Raton Regional Hospital and American Board Oral Biology and payment for online educational material from Aptus Health (all outside the submitted work). Dr Thomas has received Thoracic Surgery Foundation Research Grant and honorarium from Phoenix Children's Hospital, Phoenix, AZ (all outside the submitted work). Dr Makey has received support from UT Health San Antonio. The other authors report no competing interests.

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ORCID

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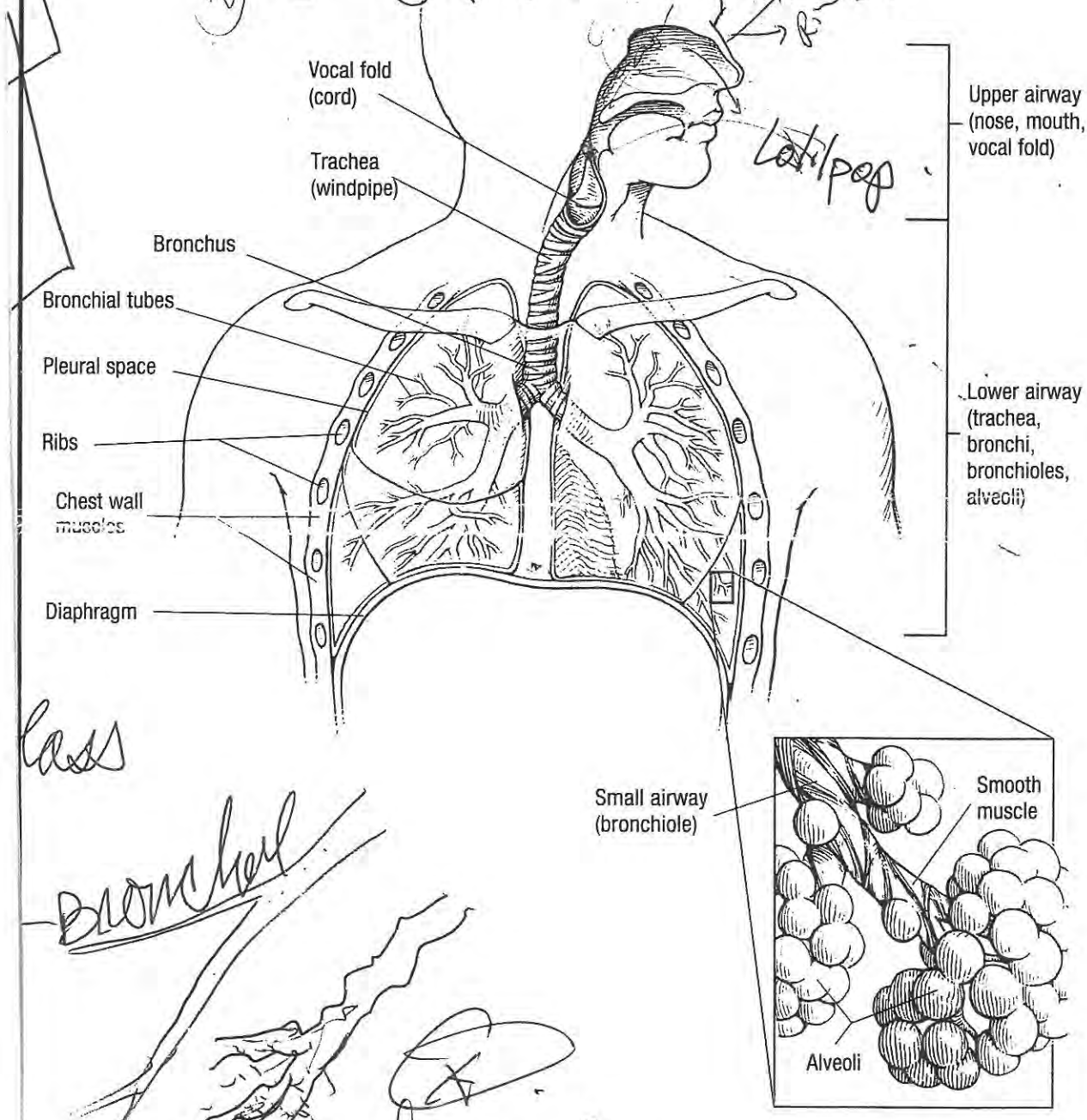
PATIENT EDUCATION

Respiratory System



From: Jim Haley <JHaley@mbemn.com>
Sent: Thursday, August 18, 2022 3:17 PM
To: Barry Rhineberger <Barry.Rhineberger@co.wright.mn.us>
Subject: MBE EAW Comment

Attn. Wright County Planning and Zoning;

I would like to comment on the EAW that was recently posted for the proposed sand and gravel pit north of Buffalo MN on Hwy 25. I realize that there may be several local citizens that may not want the gravel pit to operate; however the land had been for sale for several years so anyone could have purchased this property if they wanted to "control" its future use.

Aggregate sources are hard to find, and everyone relies on them to continue to build and improve our private and public spaces. From reviewing the EAW, it appears that the mine would be operated to have no negative affect on the local environment.

By looking at the potential for growth of the Buffalo and Monticello communities it seems that in perhaps ten years or more the area may become more populated and the opportunity to mine the aggregates in this location would no longer exist due to the expansion of business and/or homes. I believe now is the time to begin mining so that as the communities grow the land can be restored and then used for future development.

I ask that the Planning and Zoning committee approve the CUP for the MBE Sand and Gravel Mine.

Thank you for your time.

James Haley

RECEIVED
AUG 18 2022
BY:

Scott Deckert
Environmental Health Inspector
Planning and Zoning Office

Scott,

Please include my comments into the record regarding the MBE EAW that they recently submitted.

We have many concerns about the MBE proposal to mine gravel at the corner of Hwy 25 and 113 as you are well aware of. We stand with all of the residents who have written their concerns to you. We have a couple of concerns that haven't been addressed to my knowledge.

1. Reclamation soil- MBE stated that the soil would be clean and uncontaminated. We would like to know, "according to who". Is someone going to test it, either from an independent testing lab or maybe the county? When talking to you last summer, it was stated that the county did not test it, inspect it or have anyone overseeing the reclamation of said property. MBE stated that they were going to pack the soil in such a matter so that it would be brought back to its current state. How? In my experience there are many soils types, do they; pack equally, have equal and good load bearing qualities, prevent the free movement of water through it? We are not sure of the answers for these questions. Will someone from the county inspect this and certify that it is suitable for a future commercial site? Currently the rainwater and snow melt percolate naturally through the existing soil composition into our groundwater with natural occurring runoff. When MBE brings in the untested fill will it perform the same, or will it produce excess runoff into the ditches eventually ending up in our ground water? Will the new soil cause ponding that doesn't exist now? Will certain layers retain water creating unstable building conditions?

2. MBE stated that they would replace the soil of this project to generally match the existing topography. Generally, meaning what?? Why wouldn't it be required to return it to its existing topography. Furthermore, they stated it would bring in topsoil to approximately 6". Would that be enough to return it to its present form?

3. Concrete crushing should not be allowed. MBE claims they are going to place the crusher at the bottom of the pit to aid with the excess noise they create. Which bottom? They claim they are going to only excavate 5 acres at a time?? Are the bottoms of the pits all the same depth? We find this explanation to be to vague. Without any requirements from the county, MBE could crush concrete forever. Is crushing concrete a commercial or industrial process?

4. To date the inactive gravel pits in our area have not been reclaimed. Wright county admits that this is difficult to do, if not impossible. Their claim is that there is really no viable enforcement mechanism that the county can use. Bonding now exists but can't be enforced?? We believe that this is the time to create a reclamation policy so that operators can't simply move a couple yards of soil and claim it's still operational, and never reclaim it.

5. On page 34 MBE claimed that there are more gravel pits in Wright county than there was 30 years ago. The EAW stated that there are currently 116 gravel pits operating in Wright county. If so why do we need another one?

Thank you

John and JoAnn Prigge

John Prigge JoAnn Prigge

From: Collins, Melissa (DNR) <Melissa.Collins@state.mn.us>
Sent: Thursday, August 18, 2022 2:41 PM
To: Scott Deckert <Scott.Deckert@co.wright.mn.us>
Subject: MBE Sand and Gravel Mine EAW - DNR Comments

Dear Scott Deckert,

Thank you for the opportunity to comment on the MBE Sand and Gravel Mine EAW. DNR has reviewed the document and would like to submit the following comment for your consideration:

- Page 4, Table 1, Summary of Mitigation Measures, #14. Chloride released into local lakes, streams, and groundwater does not break down, and instead accumulates in the environment, potentially reaching levels that are toxic to aquatic wildlife and plants. Therefore, we discourage the use of magnesium chloride (and other products containing chloride) as a dust suppressant.

Please let me know if you have any questions. A confirmation of receipt would be most appreciated.

Thank you,

Melissa Collins
Regional Environmental Assessment Ecologist | Ecological and Water Resources
Pronouns: She/her/hers

Minnesota Department of Natural Resources
1200 Warner Road
St. Paul, MN 55106
Phone: 651-259-5755
Email: melissa.collins@state.mn.us
mndnr.gov

RECEIVED
AUG 18 2022
BY:

August 18, 2022

Mr. Scott Deckert, Environmental Health Inspector
Planning & Zoning Office
3650 Braddock Ave NE, Suite 1600
Buffalo, MN 55313

RE: Public Comment Submission
Environmental Assessment Worksheet
MBE Proposed Mine Location at Hwy 25/County Road 113

Mr. Deckert,

Thank you for taking time to review the public comments that have been submitted in reference to the EAW surrounding the proposed MBE Mining Operation at Hwy 25 and County Road 113.

As you are fully aware, we the residents of Buffalo Township, have been in communication numerous times over the past year regarding this proposed mining operation that falls in the middle of a highly populated residential area that is also the home to two long standing Apple Orchard businesses and acreage parcels that the Wright County Land Use plan was created to protect. With the EAW being prepared by a vendor of MBE's choice, it clearly is stated to favor their project without taking all factors in to place.

In response to public comments being accepted regarding the EAW I would like to address the following:

Wright County Land Use Plan for the NE Quadrant

The Land Use plan, section 2.0, specifically states "Proposals that conflict with the adopted plan will only be approved in extraordinary circumstances, when unique reasons justify the departure, and the basic policies and intent of the Land Use Plan are not compromised. Changes in the plan should involve citizen participation, be supported by a proper, objective study based on planning principles and reflect the interests of a majority of the County's citizens. Land Use Plan changes that are made to benefit an individual or small group, or on an "ad hoc" basis, damage the credibility of the planning process and usefulness of the plan."

The EAW submitted by MBE only recognizes properties within 850 feet of the project which does not provide adequate data of those that will truly be affected by this project. Months ago, I submitted a residential density map, and have attached it again, outlining not only this proposed location but also other pits already active in Buffalo Township. This information was pulled from CoreLogic which comes directly from county tax records. This proposed location will have the most significant impact to local residents and goes against the creation of the Land Use Plan.

The future land use plan for this location is to be commercial, being surrounded by rural residential and residential large lot. Laureen Bodin from the City of Buffalo stated that this area has been adopted in to the 10 year annexation plan for the city but yet MBE's proposal is a potential 20 year plan. Mining does not fall into a commercial designation. The EAW does not acknowledge this inconsistency.

The Land Use Plan's policy is to promote the preservation of agricultural land and further notes that the intent is to protect areas that are and can remain rural or agricultural, or open space in nature. The

EAW recognizes that the land use for the proposed is mostly cropland and used for agricultural purposes.

Public Safety

I am in full support and agreement of the documentation submitted to the County by Mr. Tom McMullen. My signature is also on the Township support letter dated August 16, 2022 that has been submitted.

Aside from those comments, I would also add that the EAW does not address the opening of the Wright County Government center and the influx of those 800+ employees utilizing the intersection of Hwy 25/County Road 113 Monday – Friday.

I am rather shocked at their method of tracking the number of vehicles as well. I find someone sitting at an intersection simply making check marks on a piece of paper to not be a true indication of the actual traffic count. There are professional measures that can accurately take traffic counts that should have been used. That on top of completing their traffic study in January makes that really irrelevant to what it would look during their mining season.

MNDot clearly states their view of that intersection without improvements made first. MNDot's website states there are short improvements coming to 3 intersections on Hwy 25, 113 being one of them. The EAW implies that those left turn lanes are already in place with is not accurate. The MNDot report also further states that these short term improvements will be based on balance issues of cost, available funding, property impacts, and other issues as they make recommendations and no solid date is of record of when construction will be taking place. None of these items are noted in the EAW.

Health and Safety

I found it interesting that only select email submissions surrounding their proposal were included in their EAW but not all. An email was submitted (attached) surrounding the impact of silica dust and general excessive dust to the animals that reside near this proposed pit.

Aside from the EAW not taking the health and safety of the residents seriously, even though our homes are our habit, they also conveniently ignored the effects that it will have on the high-end barrel horses that reside directly across from the proposed location that cannot simply "go in their house" to get away from it.

In my review, I firmly believe that the EAW has inadequacies that have not been fully addressed in direct relationship to this location and would ask that further studies and both health and safety be requested. It is the applicant's responsibility to prove their business will not affect the use and enjoyment of the properties surrounding. I have yet to see this is proved.

Sincerely,

Tracie Bebeau

Tracie Bebeau
Buffalo Township Resident
2313 50th ST NE
Buffalo, MN 55313
612.805.0433

Bebeau, Tracie J

From: Faren Bebeau <farenbebeau@gmail.com>
Sent: Tuesday, August 31, 2021 11:04 PM
To: sean.riley@co.wright.mn.us
Subject: [External] Proposed Gravel pit Hwy 25/113

Hi Sean,

This is Faren Bebeau from 2313 50th St NE, Buffalo.

We know there are many concerns involving the proposed gravel pit. My main concern is the excessive dust and silica that will be in the air from the crushing of concrete in a direct response to how it will affect my horses.

As the proposed pit area will be almost directly across from my house this will not only be affecting me as a young adult but also my three horses. I have not only invested a significant amount of my own money into my animals but also the time into the training of my horses to make them high performance barrel horses. Aside from that my parents have also spent a tremendous amount of time and money making our property a place for my horses to live and for me to fulfill my passion of running horses. I have high performance barrel horses that run at a high rate of speed. With running at such a high speed their lungs need to be at 100% occupancy. My horse pasture is directly within 200 feet of the proposed pit area which puts my horses in direct exposure of the excessive dust and the silica particles.

Side effects from this include:
- exercise intolerance
- elevated respiratory rate
- coughing that damages the lung fibers
- internal bleeding of their lungs which causes them to suffocate on their own blood in their lungs

I have no way of filtering the air they will potentially be exposed to and all of these side effects are highly severe and career ending for my barrel horses, which means the investment I have made is all for not as they have no value if they can't compete due to irreversible damage. I cannot risk the endangerment of my investment. I am asking that you please take your consideration of this pit seriously and acknowledge the damage that this pit would be doing to not only my animals but everyone else's In the surrounding area.

Another topic to consider in your decision is the amount of traffic at the intersection of CR 113 and Highway 25. This intersection is very unsafe to begin with. School will be back in session shortly and many teenagers and buses use this intersection to cross on top of the normal amount of traffic. With large trucks going off and on there will be less of a safe zone to cross. I use this intersection every morning to go to and from work and there have been multiple times that I have sat there for a significant amount of time waiting to cross safely. I can't imagine how this would be with large slow moving trucks trying to enter and exit off of a 60 mph road where everyone uses the current turn lanes as bypass lanes. Seems like a disaster of accidents waiting to happen.

Thank you for listening,
Faren Bebeau

This email originated from outside the organization. Do not click links or open any attachments unless you recognize the source of the email.

DEPARTMENT OF TRANSPORTATION

Highway 25 Corridor Study: Executive Summary

Buffalo to Monticello, MN

February 2022

Contents

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What is the Study Purpose?

The Minnesota Department of Transportation (MnDOT), in cooperation with Wright County, the City of Buffalo, and the City of Monticello, has prepared the Minnesota Trunk Highway 25 (Hwy 25) Corridor Study. This document provides a summary of the study.

MnDOT's District 3 is preparing for a 2026 pavement improvement on Minnesota Highway 25 (Hwy 25) between north Buffalo and south Monticello. Before making this investment, the District has completed a corridor study to see if there are other improvements that make sense to construct at the same time as the pavement project. The study also identifies longer-term needs to be addressed in the future.

The Hwy 25 corridor connects the cities of Monticello and Buffalo and serves as a primary access to farm, residential, commercial, and institutional properties. It connects downtown, residential, and commercial areas between the two cities. The road also provides an important connection to Interstate 94, which is a mile north of the study area.

The corridor faces growth pressures closer to the cities at both ends, while the middle of the corridor has a rural feel. As you travel along the corridor, there are differences in the number of lanes and the types of land uses next to the road. As traffic increases, there is a need to review the roadway design for safety and efficiency and look for opportunities to create a more consistent experience for drivers and other users.

The Hwy 25 study has three goals:

- Review planning documents and proposed developments to evaluate what roadway improvements are already planned
- Examine intersections and develop potential options to preserve and improve vehicle movement on the corridor, access to properties and local roads, pedestrian and bicycle movements, and safety
- Develop an action plan that identifies cost effective improvements for the near-term and others for the future

The amount of traffic today near Buffalo is high compared to the two-lane design, and traffic is expected to increase in the future. While there are no plans to widen the highway generally, there are a number of other things that can improve travel and safety on the highway. These include managing where vehicles are allowed to get on and off the highway, improving intersections, adding turn lanes, and improving the roadway shoulders.

How Was the Public Involved?

Public and agency coordination was an important part of the Hwy 25 Corridor Study. The stakeholder and public engagement process included three agency coordination meetings and three public open houses. Agency coordination meetings included representatives from MnDOT, Wright County, the City of Buffalo, and the City of Monticello. The meetings provided the public and agency representatives opportunities to discuss issues on the highway today, possible ways to address them in the future, and how and when improvements might be constructed.

What Possible Improvements Were Considered?

After identifying needs and deficiencies on Hwy 25, the project team developed possible options to address the needs. These improvement options were developed with the following study objectives in mind:

- Improve how property access is provided
- Add turn lanes at key public streets
- Improve and standardize the number of lanes and the width of the roadway
- Improve intersection safety and reduce traffic congestion at intersections

As they evaluated the alternatives, the project team considered the following items:

- General trade-offs, design considerations or fatal flaws
- Technical analysis, including intersection congestion, safety, right of way needs, construction costs, and a comparison of costs and benefits

Roadway Design

The team evaluated different design options for the two segments from Catlin Street to Co. Rd. 83 and Co. Rd. 83 to Co. Rd. 106. The segment between Co. Rd. 106 and Kjellberg Court was recently rebuilt to current standards. As a result, no changes to the number of lanes were evaluated for this segment.

For Catlin Street to Co. Rd. 83, the team concluded that the existing roadway width and lanes were appropriate for short-term and long-term planning. The recommendation for Co. Rd. 83 to Co. Rd. 106 for both short-term and long-term planning is to keep the two-lane highway design as it is while also adding turn lanes at key intersections.

Property Access

To address existing safety issues and to manage future traffic congestion, the project team reviewed the property accesses and turn lanes on the roadway. The recommendations include restrictions for how properties are accessed, adding turn lanes, and realigning some roads that intersect the highway. These recommendations should be reviewed as new development occurs in the corridor.

Intersection Alternatives

Three intersections on the highway were identified for improvements to address safety and congestion. These are Hwy 25 at Co. Rd. 37, Co. Rd. 113, and Catlin Street. There are many possible options to address the issues at each location. After this study, the project team will continue to evaluate each location and will seek to balance issues of cost, available funding, property impacts, and other issues as they make recommendations.

Pedestrian Accessibility

At Kjellberg Court, of the study is recommending permanent curb extensions and overhead lighting on the northeast and southwest corners of the intersection. In the future, as the area redevelops, there may be opportunities to change the look and feel of the highway and/or ways to reduce motor vehicle speeds along this segment of Hwy 25.

Construction of a multiuse trail along the east side of Hwy 25 is feasible within the existing available space. A trail would make travel safer and more convenient for people walking and biking along the corridor safer. In the future, there should be additional planning for bicycles and pedestrians to travel between Buffalo and Monticello.

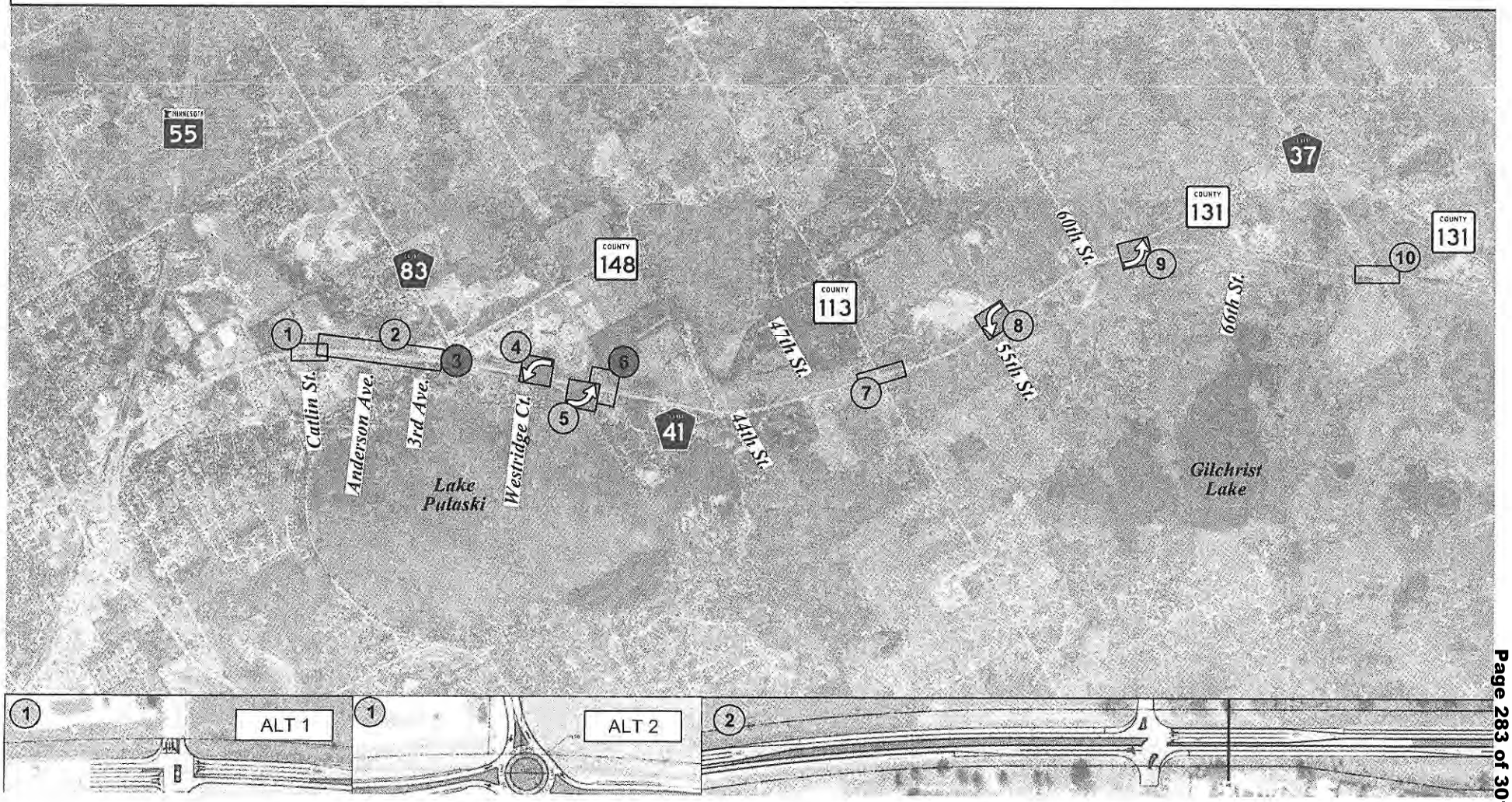
What Are the Next Steps?

As part of the study, the project team prepared an implementation plan that describes which improvement projects are expected to be built, how they will be coordinated, and approximately when they could be constructed. The implementation plan for Hwy 25 includes recommendations for the short-term (within 5 years) and long-term (beyond 2026). Many of the individual improvement projects could happen at any time; however, some may benefit from being constructed as part of a larger corridor-wide project. The study does not recommend projects to include within the 2026 pavement project, as further work is needed to develop those specific improvements.

Figure 2 illustrates the recommended projects for the short term and **Figure 3** illustrates the recommended projects of the long-term. The implementation plan can be subject to change based on unforeseen changes to things such as traffic and funding.

Short-Term Improvements:

1. MN 25 & Catlin Street Improvements
2. Catlin Street to CSAH 83 Access Management Improvements
3. Construct Roundabout at CSAH 83
   Wright County Programmed Project (2023)
4. SB Left-Turn Lane at Westridge Court
5. NB Left Turn at M&G Property Intersection
6. M&G Property Intersection and SBR Turn Lane
   Constructed by Property Owner
7. MN 25 & CR 113 SB/NB Left-Turn Lanes
8. SB Left-Turn Lane at 55th Street
9. NB Left-Turn Lane at CR 131 (S Jct)
10. MN 25 & CSAH 37 Improvements
11. MN 25 & Davidson Ave Closure
    Monticello Township to Coordinate Closure
12. MN 25 & CR 106 Signal Timing Revisions



Long-Term Improvements:

16 Local Access Frontage Road Construction

17 West Pulaski Park Access Connection
Coordinate with 2023 Wright County Project

18 Wright County Heritage Center Driveway Realignment

19 CSAH 41 (S Jct) Access Closure (Construct cul de sac)

20 CSAH 41 Realignment

21 CSAH 41 (N Jct) Access Closure (Construct cul de sac)

22 MN 25 & 44th St Improvements

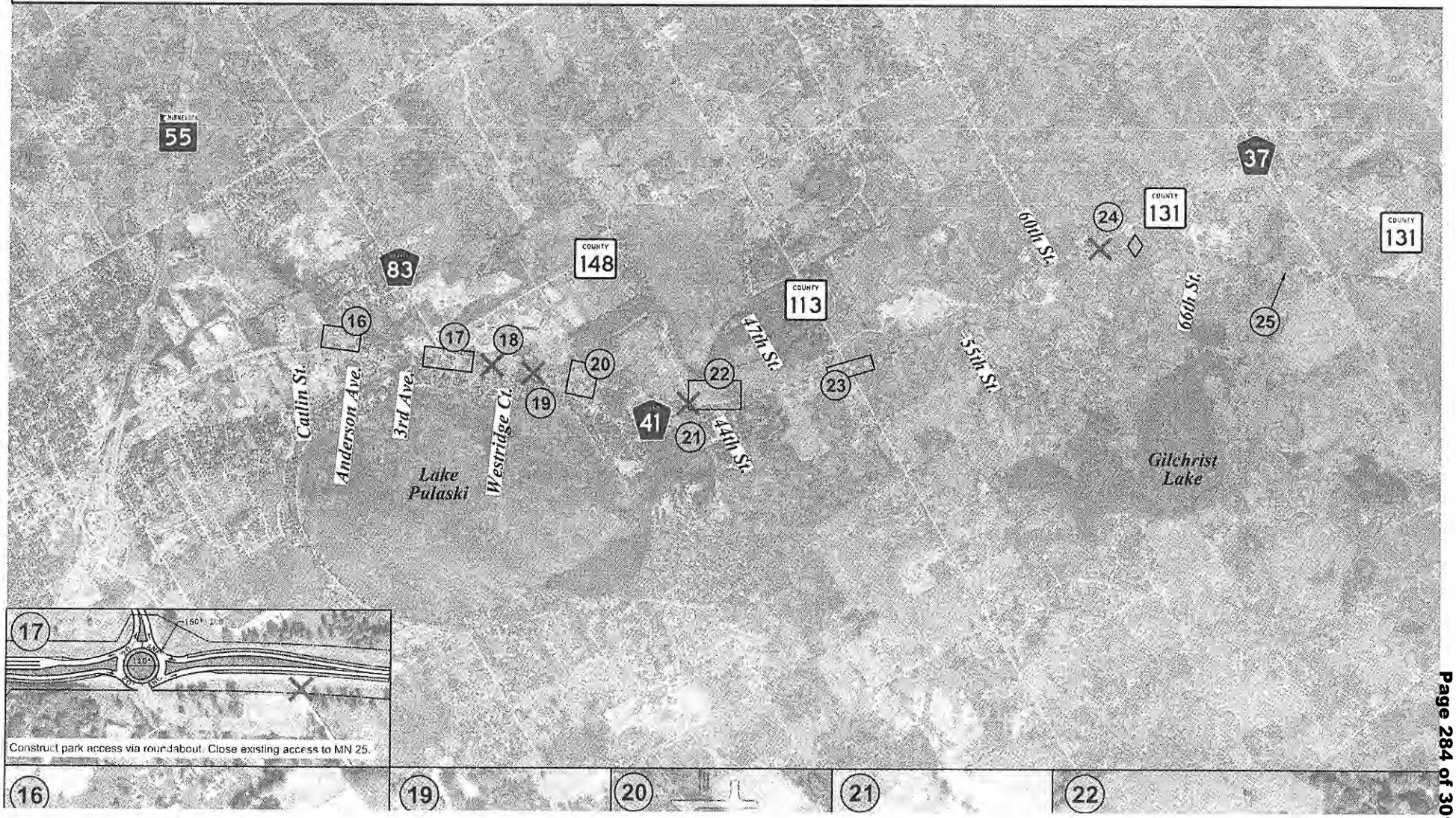
23 MN 25 & CR 113 Roundabout

24 Realign CR 131 (S Jct) and Convert to 3/4

25 Multimodal Trail

26 CR 131 (N Jct) Potential Access Restrictio

27 New Full Access Intersection, Frontage Rc



Due to the COVID-19 pandemic, engagement activities were held online instead of at in person public meetings. During the online open houses, people had several weeks to review information, answer survey questions and provide comments.

What Transportation Needs Were Identified?

The Hwy 25 study corridor identified transportation needs and deficiencies that either exist today or are expected to develop as traffic grows in the future. These needs fall into three categories:

- Crash concerns based on a review of past vehicle, pedestrian and bicycle crashes
- Planned developments that could generate additional traffic
- Locations of existing sidewalks or gaps in the sidewalks or trails

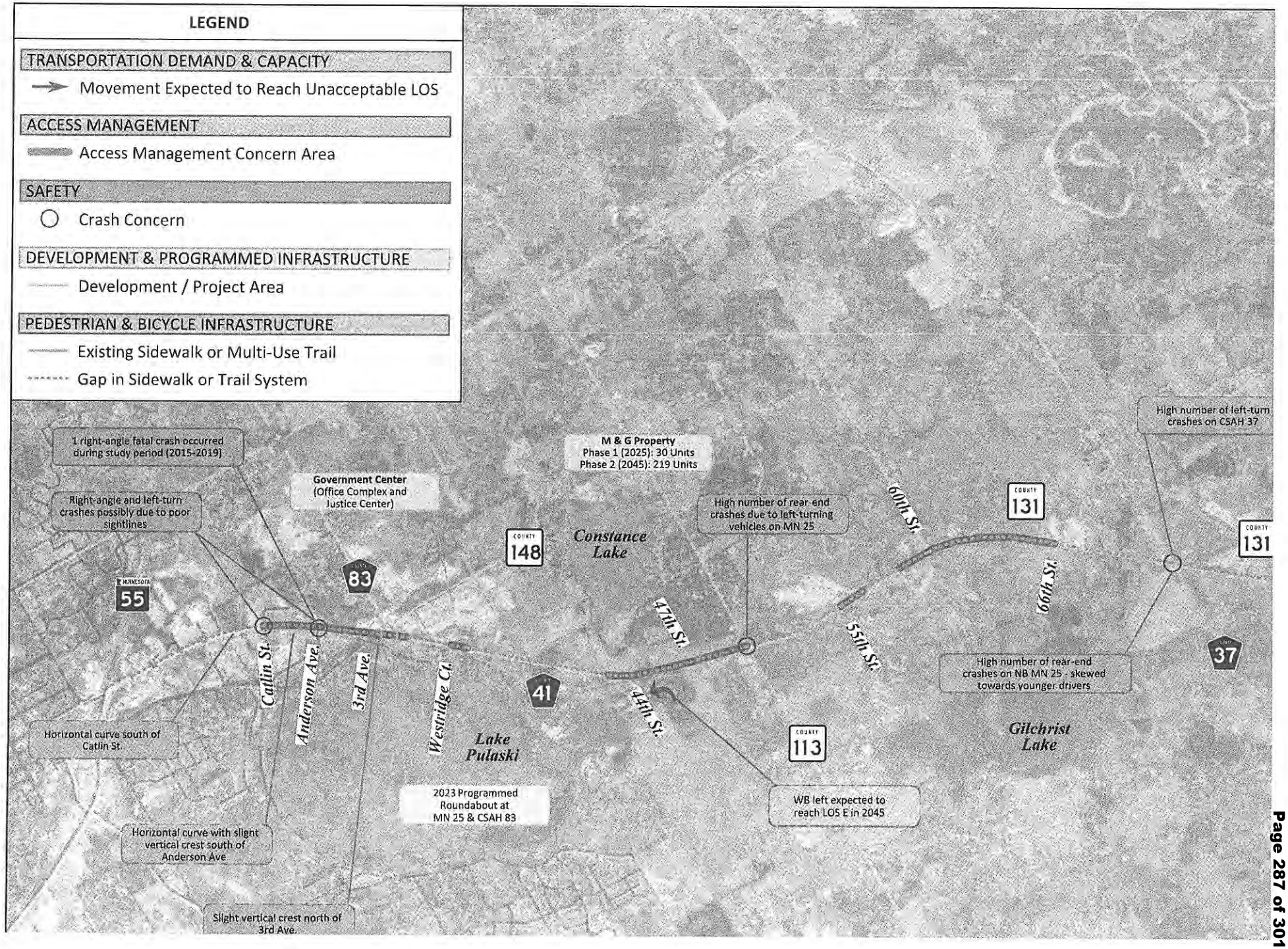
These needs are shown by location in **Figure 1**.

After the initial public input process and technical analysis, the project team grouped the transportation system needs into locations or focus areas. This allowed the technical team to consider potential transportation improvements that would address the needs at specific locations. The focus areas and needs are described in **Table 1**.

Table 1 – Focus Areas for Improvement Identification

Focus Area	Description of Need
Hwy 25 at County Road (Co. Rd.) 113	• Potential changes to the design of the intersection and how traffic is controlled
Hwy 25 at Co. Rd. 37	• Potential changes to the design of the intersection and how traffic is controlled
Hwy 25 at 44th Street	• Potential changes to the design of intersection and how traffic is controlled • Coordination with a potential future east-west roadway as part of a new development near 44th Street
Hwy 25 at Co. Rd. 131 South Junction	• Evaluate the need for turn lanes
Hwy 25 at Kjellberg Court and U-Turn Area	• Identify and evaluate options to improve pedestrian safety

Focus Area	Description of Need
Hwy 25 (Catlin Street to Co. Rd. 83)	• Review the need for lane changes such as left turn lanes, bypass lanes and/or right turn lanes • Evaluate the number of lanes, property access changes, and intersection safety improvements • Identify and evaluate long term needs for travel lanes and turn lanes • Evaluate the need for a multimodal trail
Hwy 25 (Co. Rd. 83 to Co. Rd. 113)	• Review the need for lane changes such as left turn lanes, bypass lanes and/or right turn lanes • Evaluate this segment for improvements to property access, including nearby planned developments • Review the need for lane changes such as left turn lanes, bypass lanes and/or right turn lanes • Evaluate the need for a multimodal trail
Hwy 25 (Co. Rd. 113 to Co. Rd. 106)	• Review the need for lane changes such as left turn lanes, bypass lanes and/or right turn lanes • Evaluate this segment for improvements to property access, including near planned developments • Evaluate the need for a multimodal trail


LEGEND
TRANSPORTATION DEMAND & CAPACITY
Movement Expected to Reach Unacceptable LOS
ACCESS MANAGEMENT
Access Management Concern Area
SAFETY
Crash Concern
DEVELOPMENT & PROGRAMMED INFRASTRUCTURE
Development / Project Area
PEDESTRIAN & BICYCLE INFRASTRUCTURE
Existing Sidewalk or Multi-Use Trail
Gap in Sidewalk or Trail System
1 right-angle fatal crash occurred during study period (2015-2019)
Government Center (Office Complex and Justice Center)
Right-angle and left-turn crashes possibly due to poor sightlines
M & G Property
Phase 1 (2025): 30 Units
Phase 2 (2045): 219 Units
High number of rear-end crashes due to left-turning vehicles on MN 25
High number of left-turn crashes on CSAH 37
Constance Lake
Lake Pulaski
Gilchrist Lake
Catlin St.
Anderson Ave.
3rd Ave.
Westridge Ct.
47th St.
55th St.
44th St.
60th St.
66th St.
Horizontal curve south of Catlin St.
2023 Programmed Roundabout at MN 25 & CSAH 83
WB left expected to reach LOS E in 2045
High number of rear-end crashes on NB MN 25 - skewed towards younger drivers
Horizontal curve with slight vertical crest south of Anderson Ave
Slight vertical crest north of 3rd Ave.
MINNESOTA 55
83
COUNTY 148
41
COUNTY 113
COUNTY 131
COUNTY 131
37

Appendix B
Environmental Rules for Aggregate Mining from the MPCA

Record of Decision
MBE Sand and Gravel Mine EAW

MINNESOTA POLLUTION CONTROL AGENCY

www.pca.state.mn.us

Environmental rules for aggregate mining

An introduction to local, state and federal rules

The goal of this publication is to help you determine whether your business is subject to environmental rules and where to go for more help. Understanding and complying with environmental rules is an important part of running a business and being a responsible member of your community. It results in efficient use of resources, a safer work place, a sustainable business, and healthier ecosystem.

This document is an overview of most federal, Minnesota state, and local environmental rules. Of course, it is not possible to use this publication as a definitive source. Rules are added, changed or may be interpreted differently based on court decisions.

Local government

Permits

Counties, townships or municipalities have zoning authority for regulating extractive uses like aggregate mining. In many counties, aggregate mining requires a Conditional Use Permit (CUP) or Interim Use Permit (IUP) from the county planning and zoning office. A township may also require a permit in addition to (or instead of) a county permit. Local permits are generally required for new operations that exceed a certain threshold of activity, or for expansion of an existing operation. The threshold for triggering a permit varies from one county to the next and may be related to area, production volumes, or length of time. Operations that were active before the effective date of a required permit may be exempt.

Local permits may address issues such as hours of operation, noise, traffic, dust, reclamation, and road use agreements. Performance bonds or some other form of financial assurance may be required. The term of a CUP or IUP typically varies from as little as 30 days to many decades. Increasingly, local authorities are requiring a mining and reclamation plan along with the permit. For more information on local permits required for aggregate mining, contact the local county zoning or planning office.

In general, state agencies have no regulatory role in administering or reviewing local land use permits. Depending on the size and scope of the mining operation, however, state and federal rules may apply.

Other local requirements

Additionally, local government units (LGU) may be responsible for evaluating compliance with state and federal requirements.

Wetland Conservation Act (WCA): The WCA regulates the draining, filling, and excavation of most wetlands. WCA compliance is evaluated and determined through local government units (LGU) such as counties, cities, watershed districts, and townships. State agencies such as the Minnesota Board of Water and Soil Resources and the Department of Natural Resources (DNR) assist local governments in their compliance review.

A full list of LGUs administering the WCA can be found here: http://bwsr.state.mn.us/wetland-conservation-act-contacts. Some local governments incorporate WCA compliance with other permits/approvals they issue under other authorities, while others require a separate WCA approval. Contact the applicable WCA local government unit for information on complying with the regulatory provisions of WCA.

The Shoreland Management Act, the Floodplain Management Act, and the Minnesota Wild and Scenic Rivers Act: These are "land use" or "zoning" type laws that require the DNR to institute minimum statewide development standards for shoreland, floodplains, and on certain rivers designated as Wild and Scenic Rivers. These standards must then be adopted through local zoning or land use ordinance. The law allows local units of government to be more restrictive than the minimum standards. For information on how these regulations might affect your operation, contact your local county planning and zoning office.

Drinking water supply management areas (DWSMA): "Drinking water supply management area" means the surface and subsurface area surrounding a public water supply well, including the wellhead protection area, which must be managed by the entity identified in a wellhead protection plan.

The Minnesota Department of Health's (MDH) *Wellhead Protection Issues Related to Mining Activities* describes issues to consider when mining in a DWSMA. The document can be found at https://www.health.state.mn.us/communities/environment/water/docs/swp/mining.pdf.

To see if a site is in or near a DWSMA use the MDH Source Water Protection Web Map at https://www.health.state.mn.us/communities/environment/water/swp/mapviewer.html.

For assistance determining if a site is in a DWSMA, contact MDH Source Water Protection Staff at 651-201-4700.

Contact your local county zoning or planning office to learn about requirements in a DWSMA.

Minnesota Pollution Control Agency (MPCA)

Industrial wastewater and stormwater permit

If the primary activity at a site is described by one of the Standard Industrial Classification (SIC) codes listed below, a permit authorizing industrial wastewater and/or stormwater discharges is required.

- Sites with stormwater discharges only may qualify for the Industrial Stormwater (ISW) General Permit at https://www.pca.state.mn.us/water/industrial-stormwater.
- Sites with stormwater, dewatering (Subsector J1/J2 only), and wastewater discharges may qualify for the Nonmetallic Mining & Associated Activities (MNG49) General Permit at https://www.pca.state.mn.us/regulations/nonmetallic-mining-and-associated-activities.

Most sites qualify for either the ISW or MNG49 general permits. If you do not qualify for either of these, an individual or other type of general permit may be needed.

SIC codes and subsector requiring a water quality permit:

Subsector J1

- Construction sand and gravel mining (1442)
- Industrial sand mining (1446)

Subsector J2

- Dimension stone (1411)
- Crushed and broken limestone mining/quarry area (1422)
- Crushed and broken granite mining/quarry area (1423)
- Crushed and broken stone mining/quarry area (not elsewhere classified) (1429)

Subsector D1

- Hot mix asphalt production areas, (also known as asphalt paving mixtures and blocks), including portable HMAs (2951)

Subsector E2

- Concrete block and brick (3271)
- Concrete products other than block and brick (3272)
- Ready-mix concrete, including portable concrete plants (3273)

Construction stormwater permit

Construction stormwater permit (CSW) coverage is required if you are the owner or operator for construction activity disturbing:

- One acre or more of soil, or
- Less than one acre of soil, if that activity is part of a larger "common plan of development or sale" that covers more than one acre.

Some water quality permits include coverage for the discharge of construction stormwater and an additional CSW permit is not required.

If your site has, or will obtain, an:

- **MNG49 permit**, a CSW permit is not required for the discharge of stormwater from construction related land disturbing activity that is necessary to establish the industrial activity.
- **ISW permit**, a CSW permit is not required for the discharge of stormwater from construction related land disturbing activity that is necessary to establish Sector J1/J2 facilities, except Sector J1/J2 facilities that will disturb 50 acres or more AND the site discharges within 1 mile to special waters or to impaired waters.
- **Individual permit**, then consult your specific permit to see when an additional CSW permit is needed for construction activity.

View the CSW permit, see steps to take before applying, and find application materials at https://www.pca.state.mn.us/water/construction-stormwater.

Air quality

Dust and noise control

All aggregate mining facilities must take reasonable action to prevent avoidable amounts of dust from becoming airborne (Minn. R. 7011.0150) and stay within noise limits for mining activity (Minn. R. 7030).

Air permits

Air permitting requirements depend upon two criteria:

- **Potential emissions:** If a facility's potential air emissions exceed permitting thresholds, an air permit is required. Production capacity and equipment effect potential emissions. The MPCA's Small Business Environmental Assistance Program at https://www.pca.state.mn.us/regulations/aggregate-sand-and-gravel has calculators to help you calculate emissions and can provide permitting guidance.
- **Federal or state rules:** If certain federal or state rule(s) apply, such as New Source Performance Standards (NSPS) 40 CFR pt. 60, subp. UUU; 40 CFR pt. 60, subp. Kb; or 40 CFR pt. 60, subp. OOO; an air permit may be required regardless of potential to emit. See federal rules below.

If an air permit is required, most facilities qualify for the Nonmetallic Mineral Processing General Permit. If you do not qualify for the general permit, it is possible to obtain a registration Option D permit. If you cannot qualify for either a general or registration permit, then you must apply for another type of permit.

Federal Air Rules

Federal air rules may apply, regardless of whether or not an air permit is required. National Emission Standards for Hazardous Air Pollutants (NESHAPs) specify control technologies to limit pollutants. A list of all NESHAPs is at https://www.epa.gov/stationary-sources-air-pollution/national-emission-standards-hazardous-air-pollutants-neshap-9.

New Source Performance Standards (NSPS) usually require certification or testing to confirm compliance. A list of all NSPS is at https://www.epa.gov/stationary-sources-air-pollution/new-source-performance-standards.

Federal rules that may apply at aggregate sites:

- **Reciprocating Internal Combustion Engines** (NESHAP, 40 CFR pt. 63, subp. ZZZZ)*
- **Stationary Compression Ignition Internal Combustion Engines** (NSPS, 40 CFR pt. 60, subp. IIII)*
- **Stationary Spark Ignition Internal Combustion Engines** (NSPS, 40 CFR pt. 60, subp. JJJJ)*
- **Calciners and Dryers** (NSPS, 40 CFR pt. 60, subp. UUU)†
- **Volatile Organic Liquid (Petroleum) Storage** (NSPS, 40 CFR pt. 60, subp. Kb)†

  Applies to each storage vessel with a capacity greater than or equal to 75 cubic meters- about 19,800 gals- that is used to store volatile organic liquids for which construction, reconstruction, or modification is commenced after July 23, 1984. See rule for exceptions.
- **Nonmetallic Mineral Processing** (NSPS, 40 CFR pt. 60, subp. OOO)†

  Consider the three questions below to help determine if you are subject to the rule. If you answer yes to all questions, subp. OOO may apply.
  - Do you have crushing equipment?
  - Is the capacity of your fixed crushing plant larger than 25 tons/hour or your portable crushing plant larger than 150 tons/hour?
  - Was the plant or equipment constructed, re-constructed, or modified after August 31, 1983?

***** EPA Regulation Navigation Tool available to help you decide if the rule applies at https://www.epa.gov/stationary-sources-air-pollution/epa-regulation-navigation-tools.

† If this rule applies, an air permit is required.

Aboveground storage tanks (AST)

Aboveground storage tanks containing liquid substances that may pollute waters of the state require notification and are subject to AST regulations.

Many types of aboveground storage tanks are exempt from regulation such as:

- Any tank of 1,100 gallons or less in capacity unless greater than 500 gallons and within 500 feet of a Class 2 surface water
- Temporary tanks located at a site for 30 days or less
- A vehicle, such as a tank truck or railroad car, that contains a substance and is in the same location 30 days or less or which dispenses a substance and is not refilled while on the same site
- Equipment tanks used on machinery for operation purposes (e.g., hydraulic lift tanks, heating or cooling equipment, lubricating oil reservoirs)
- Tote tanks that meet all three criteria below:
  - Not filled or refilled on site
  - 1,100 gallons or less in capacity
  - Located on site for less than 180 days

ASTs storing asphalt cement: Registration is not required but reduced management requirements apply.

If you have an AST not listed above, continue to investigate if the tank is subject to AST regulations. Visit https://www.pca.state.mn.us/waste/storage-tanks for compliance information.

Underground storage tanks (UST)

Owners of USTs with a capacity of more than 110 gallons which contain petroleum or hazardous substances used commercially, must notify the MPCA of the existence of these tanks and follow UST requirements. Several types of USTs are exempt. Visit https://www.pca.state.mn.us/waste/storage-tanks for compliance information.

Hazardous waste

Sites that have hazardous wastes, such as spent solvents, oil-based paints, and PCB-contaminated used oil, need a hazardous waste identification number (HWID). The MPCA assigns HWIDs statewide. See MPCA factsheet #w-hw1-03, *Obtain a Hazardous Waste Identification Number*, at https://www.pca.state.mn.us/sites/default/files/w-hw1-03.pdf.

In addition to a HWID, a hazardous waste generator license may be required. Facilities in Anoka, Carver, Dakota, Hennepin, Ramsey, Scott, or Washington County are licensed by their county. The MPCA licenses facilities in greater Minnesota. Visit https://www.pca.state.mn.us/waste/hazardous-waste-licensing for county contact and licensing information.

Spill plans – general requirement

First, plan your work to prevent spills of hazardous substances or oil that could pollute the land, water, or air or threaten the public's safety or health. Identify which materials could spill, areas the spill would affect, and how to minimize the possibility of a spill. Should a release occur, have a plan to contain and recover it as rapidly as possible (Minn. Stat. § 115E at https://www.revisor.mn.gov/statutes/cite/115E).

Specific prevention and response plans

See Minn. Stat. § 115E.03 at https://www.revisor.mn.gov/statutes/cite/115E.03 for thresholds that trigger the requirement for a specific prevention and response plan if you:

- Own or operate barges/vessels, rail car rolling stock, pipeline, or tanks that store or transport oil or hazardous substances
- Own or operate facilities that transfer oil or hazardous substances to or from vessels, tanks, rolling stock, or pipelines

Reporting spills

- **State of Minnesota:** A person who has a substance or material under their control which spills or leaks and, if not recovered, may pollute waters of the state must report it to the Minnesota Duty Officer (Minn. Stat. § 115.061). Example pollutants are antifreeze/engine coolant, hydraulic fluid, diesel fuel, gasoline, asphalt, lime, concrete truck wash out waste, and used oil.

Notification is not required for spills of 5 gallons or less of petroleum. Spills of any quantity of all other chemicals or materials should be reported. If in doubt, report.

Immediately report spills to the Minnesota Duty Officer by calling 651-649-5451 or 800-422-0798. These are 24-hour emergency response phone numbers.

- **Federal government:** The federal government also has reporting requirements. The following releases must be reported to the National Response Center at 800-424-8802:
  - Oil spills to navigable waters or adjoining shorelines in quantities harmful to public health or the environment (40 CFR pt. 110)
  - Reportable quantities of hazardous substances (40 CFR pt. 355)

Spill prevention, control, and countermeasure (SPCC)

The SPCC rule (40 CFR pt. 112) requires the owner or operator of a non-transportation related facility to prepare and implement an SPCC Plan. An overview of the rule is at https://www.epa.gov/oil-spills-prevention-and-preparedness-regulations.

The rule applies to a facility that:

- Uses, consumes, stores, drills, produces, gathers, processes, refines, transfers, or distributes oil or oil products, such as diesel fuel, gasoline, lube oil, hydraulic oil, adjuvant oil, crop oil, vegetable oil or animal fat.
- Has a total aggregate capacity of aboveground oil storage containers greater than 1,320 U.S. gallons. Do not include containers less than 55 gallons, permanently closed containers, motive power containers, or storage containers used exclusively for wastewater treatment.

Or

More than 42,000 gallons in completely buried containers. Do not include completely buried tanks subject to all technical requirements of 40 CFR pts. 280 or 281, containers less than 55 gallons, permanently closed containers, or storage containers used exclusively for wastewater treatment.

- Could reasonably be expected to discharge oil in quantities that may be harmful into navigable waters of the U.S. or adjoining shorelines, such as lakes, rivers and streams.

The EPA's *A Facility Owner/Operator's Guide to Oil Pollution Prevention* describes who is covered by the rule and rule requirements at https://www.epa.gov/sites/default/files/documents/spccbluebroch.pdf.

Facilities subject to the SPCC rule have oil discharge reporting requirements, reportable to the EPA Regional Administrator. For questions related to SPCC, contact the EPA Region 5 SPCC Coordinator at 734-214-4898.

Minnesota Department of Natural Resources (DNR)

Water appropriation permit

Required if withdrawing more than 10,000 gallons of water per day or 1,000,000 gallons per year from state water, including ground water from pit dewatering.

Public waters work permit

Applies to lakes, wetlands, and streams identified on the DNR Public Water Inventory maps. Proposed projects affecting the course, current, or cross-section of these water bodies may require a Public Waters Work Permit. Visit Do I Need a Permit at https://www.dnr.state.mn.us/permits/water/needpermit.html.

Burning permit

A burning permit may be required to burn brush from clearing and stripping operations. You may purchase a burning permit at any DNR Forestry Office, from any fire warden, or online. Find contact info by county and purchase a permit online at https://www.dnr.state.mn.us/forestry/fire/questions.html.

Minnesota Environmental Quality Board

The Minnesota Environmental Quality Board determines when environmental review is needed for development projects and names the Responsible Governmental Unit completing the review. For aggregate mining proposals, completing environmental review is the responsibility of local government, most often the county planning or zoning office in which the proposed project is located.

Environmental Assessment Worksheet (EAW)

Mining projects that trigger an EAW:

- An aggregate mining operation of sand, gravel, stone or other nonmetallic minerals, other than peat, that will excavate 40 or more acres of land to a mean depth of 10 feet of more during its existence. EAWs can be conducted on a discretionary basis if a proposed project is below the mandatory threshold under certain conditions.
- Development of a facility for the extraction or mining of sand, gravel, stone, or other nonmetallic minerals, other than peat, which will excavate 20 or more acres of forested or other naturally vegetated land in a sensitive shoreland area or 40 acres of forested or other naturally vegetated land in a nonsensitive shoreland area.
- Development of a silica sand project that excavates 20 or more acres of land to a mean depth of ten feet or more during the project's existence.

Environmental Impact Statement (EIS)

Mining projects that triggers an EIS:

- An aggregate mining operation of sand, gravel, stone or other nonmetallic minerals, other than peat, that will excavate 160 acres of land or more to a mean depth of ten feet or more during its existence.

- Development of a facility for the extraction or mining of sand, gravel, stone, or other nonmetallic minerals, other than peat, which will excavate 40 or more acres of forested or other naturally vegetated land in a sensitive shoreland area or 80 or more acres of forested or other naturally vegetated land in a nonsensitive shoreland area.

U.S. Army Corps of Engineers

The Army Corps of Engineers is a federal agency that regulates construction activity occurring in the nation's waters, including wetlands, rivers, lakes and ponds. A Corps permit may be required for:

- Work in, over or under a 'Navigable Water of the U.S.'
- The discharge of dredged or fill material into waters of the U.S.

Activities that might trigger a permit include mining activities, the construction of access roads, building sites, storage areas, or water retention ponds. Contact the St. Paul District at 800-290-5847 ext. 5525 or 651-290-5525 or visit https://www.mvp.usace.army.mil/Missions/Regulatory/.

Contact information	
Minnesota Pollution Control Agency (MPCA) Toll free all offices 800-657-3864 All offices 651-296-6300 Website https://www.pca.state.mn.us/	**MPCA Small Business Environmental Assistance Program** Free confidential compliance assistance for businesses with fewer than 100 employees. Toll free 800-657-3938 Metro 651-282-6143 Website http://www.pca.state.mn.us/sbeap Email smallbizhelp.pca@state.mn.us
Minnesota Department of Health Drinking Water Protection Program Phone 651-201-4700 Website https://www.health.state.mn.us/communities/environment/water/dwp.html Email health.drinkingwater@state.mn.us	**Minnesota Department of Natural Resources** Toll free 888-646-6367 Website https://www.dnr.state.mn.us/ Email Info.dnr@state.mn.us
Minnesota Environmental Quality Board Phone 651-757-2873 Website https://www.eqb.state.mn.us/ Email Env.Review@state.mn.us	**Minnesota Duty Officer** Toll free 800-422-0798 Metro 651-649-5451
US Army Corps of Engineers St. Paul District Office Toll free 800-290-5847 ext. 5525 St. Paul District Office 651-290-5525 Website https://www.mvp.usace.army.mil/ Email cemvp-pa@usace.army.mil	

Appendix C
Silica Sand Resource and Impact Area Maps from the MnEQB, MnDNR, and MnDOT

Record of Decision
MBE Sand and Gravel Mine EAW

B. DIFFERENT GEOGRAPHIC AREAS OF THE STATE

The geographic distribution of silica sand resources in Minnesota are generally found in two regions: the Minnesota River Valley and the Paleozoic Plateau. The geographic attributes of the two regions differ in terms of geology, hydrology, mining techniques, infrastructure, biodiversity and cultural resources.

Geology

The bedrock in southeastern Minnesota, spanning from the Mississippi River Valley to the Minnesota River Valley, is characterized by mostly flat lying layers of dolostones, limestones, sandstones, and shales deposited in the Paleozoic era of geologic time from 505 to 305 million years ago. Paleozoic sandstones are sought after because they are a premiere source of industrial silica sand. Among many other industrial and constructional applications, this silica sand is highly desirable because it can be processed into a product called frac sand, which is used in hydraulic fracturing method of producing oil and gas.

The term “Paleozoic Plateau” is an ecological classification used to describe the bedrock dominated landscape of southeastern Minnesota. The landscape is characterized by relatively flat plateaus and mesas separated by escarpments and cut by narrow valleys that expose Paleozoic bedrock formations (Runkel, Steenberg, Tipping, and Retzler, 2013). Where unconsolidated sediment is observed on top of the bedrock, it is generally less than 50 feet thick

From page 13 from Tools to Assist Local Governments in Planning for and Regulating Silica Sand Projects, Minnesota Environmental Quality Board, 2014, updated 2019.
https://www.eqb.state.mn.us/sites/default/files/documents/Tools%20for%20Local%20Govt%20approved%20March%2019_with_Errata.pdf

From https://files.dnr.state.mn.us/lands_minerals/silicasand/mn_map_eqb_silicasand.pdf

Quartz-Rich Sandstone Within 50 Feet of Land Surface in Minnesota

Quartz-rich sandstone GIS data compiled by the Minnesota Geological Survey (MGS) at a scale of 1:250,000

Map by Minnesota Department of Natural Resources 2/12/13
Printed map scale 1:1,250,000

0 10 20 Miles

Quartz-rich sandstone within 50 feet of land surface (MGS).

Counties with no to small areal extent of quartz-rich sandstone within 50 feet of land surface.

Explanation for MGS map contribution:
This map represents some of the geologic conditions relevant to extraction of quartz-rich sandstone. Viability of extraction is also dependent on many other factors, including detailed geologic conditions at individual sites, proximity to bulk transportation, current land ownership and use, market prices, and regulatory requirements. This map should not to be used for site-specific decisions.

Depth to bedrock information used to construct this map is currently in draft form for a concurrent regional mapping project. Review and editing of this data for eventual publication may result in changes to content.

Purpose:
The purpose of this map is to show the distribution of quartz-rich sandstone, also known as industrial silica sand, within 50 feet of land surface. The map's intent is to be used within a report to the Minnesota Environmental Quality Board (EQB). There is an over representation of the quartz-rich sandstone displayed on the map due to the printed map scale.

GIS Sources:
Quartz-rich sandstone GIS data compiled by the Minnesota Geological Survey (MGS) as of February 2013. Scale of the compiled GIS data is 1:250,000. Regional Trade Centers/Cities and Interstate and U.S. Trunk Highways from Minnesota Department of Transportation. County Boundaries from MN DNR Division of Lands and Minerals. Water bodies greater than 2,000 acres from MN DNR 100K Hydrography Dataset.

Copyright 2013: Minnesota Department of Natural Resources - Division of Lands & Minerals - Jess Richards, Director

Potential Resources and Impact Areas for the Silica Sand Industry

Minnesota Department of Transportation

Moratoria:
City of Winona: expires 3/20/2013
~~City of Redwing: expired10/28/2012~~
~~Fillmore County: lifted 11/2012~~
~~Houston County: expired 2/20132~~
Goodhue County: expires 9/2013
Wabasha County: expires 8/2013

From MnDOT Senate Energy & Environment Committee Potential Silica Sand Industry Impact Testimony, 2013, https://www.commissions.leg.state.mn.us/mrpc/Meetings/2013/Resolution2013-01BackgroundDocuments.pdf

- Rest Area (Class IV)
- Historic Site

Mine
- Active
- Proposed
- Prospect

Processing Plant
- Active
- Proposed
- Prospect

Transload Facility
- Active
- Proposed
- Prospect

- State or Regional Trail
- Amish_Byways
- Scenic Byway
- Rail Line
- Scenic Easement
- Karst Feature Inventory Points
- Quartz-rich formations at/near surface
- State Park
- State Recreation Area
- State Forest
- Upper Mississippi Natl Wildlife Refuge
- St. Croix Natl Scenic Riverway
- Scientific and Natural Area
- Wildlife Management Areas
- Dakota Co. Park
- Dakota Co. Farmland Protection Program Area

Map revised by MnDOT: February 15, 2013 For disclaimer, please go to: http://www.dot.state.mn.us/information/disclaimer.html

0 5 10 20 30 Miles

Appendix D
Conclusions and Resolution

Record of Decision
MBE Sand and Gravel Mine EAW

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 *
12/16/2025 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
BTP5489

Item Details

Board Action Requested (this is what will appear on the Agenda) *
Adopt Resolution 25-80 and Authorize Signatures to Enter into MnDot Agreement 1061217

Short Title (what will appear on Agenda outline - 250 character max.) *
Adopt Resolution 25-80 and Authorize Signatures to Enter into MnDot Agreement 1061217

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

Briefly describe how the request aligns with the selected value stream.
State is in need of a Governmental Unit to lead the processes of developing recommended transportation alternatives, conducting state and federal environmental reviews, and producing a preliminary design for roadway transportation improvements on a 4-mile segment of Minnesota Trunk Highway 55 (Hwy 55, also known as Olson Memorial Highway) from County State Aid Highway (CSAH) 116 (Pinto Dr) in Medina to CSAH 19 (Medina St) in the cities of Medina and Corcoran in Hennepin County.

Describe the impact on staffing resources.
Highway Engineer will be the project manager to administer the contract and ensure completion of tasks. Monthly payment of invoices will also be needed by Finance staff.

Fiscal Impact:
No impact on county levy or other county funding sources.

Background/Justification:
The Highway 55 Corridor Coalition secured a $2,000,000 grant for completing activities outlined in the attached agreement. Wright County as the fiscal agent for the coalition, agrees to act as the fiscal agent.

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
25-80 MnDOT 1061217 Agreement - FLAT.pdf	Attachment
12.16.25 1061712 MnDot-Cty TH55 Agre.pdf	Attachment

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision

Approved

Notes

County Administrator Review

County Administrator Decision

Notes

DEPARTMENT OF TRANSPORTATION

MnDOT Contract Number: 1061712

MINNESOTA DEPARTMENT OF TRANSPORTATION
JOINT POWERS CONTRACT
FOR PROFESSIONAL AND TECHNICAL SERVICES

State Project Number (SP): 2722-104
Trunk Highway Number (TH): 55
Project Identification: Western TH 55 Corridor Evaluation and Preliminary Design

This Contract is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and Wright County acting through its Board of Commissioners ("Governmental Unit").

Recitals

1. Minnesota Statutes sections 15.061 and 471.59 authorize State and Governmental Unit to enter into this Contract.
2. State is in need of a Governmental Unit to lead the processes of developing recommended transportation alternatives, conducting state and federal environmental reviews, and producing a preliminary design for roadway transportation improvements on a 4-mile segment of Minnesota Trunk Highway 55 (Hwy 55, also known as Olson Memorial Highway) from County State Aid Highway (CSAH) 116 (Pinto Dr) in Medina to CSAH 19 (Medina St) in the cities of Medina and Corcoran in Hennepin County.
3. Governmental Unit represents that it is duly qualified and agrees to perform all services described in this Contract to the satisfaction of State.

Accordingly, the Parties agree as follows:

Contract

1. **Term of Contract; Survival of Terms; Incorporation of Exhibits**
   - 1.1. **Effective Date**: This Contract will be effective on the date State obtains all required signatures under Minnesota Statutes Section §16C.05, subdivision 2. The Governmental Unit must not begin work under this Contract until this Contract has been fully executed and the Governmental Unit has been notified by State's Authorized Representative to begin work.
   - 1.2. **Expiration Date**: This Contract will expire on **June 30, 2027**, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
   - 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 Contract, including, without limitation, the following clauses: Indemnification; State Audits; Government Data Practices; Intellectual Property Rights; and Jurisdiction and Venue.
   - 1.4. **Exhibits**: Exhibits A through E are attached and incorporated into this Contract.

2. **Scope of Work and Deliverables**
   - 2.1. The Governmental Unit will complete the duties and provide the deliverables listed in Exhibit A.

3. **Payment**
   - 3.1. **Consideration**. State will pay for all services performed by the Governmental Unit under this Contract as follows:
     - 3.1.1. **Compensation**. State will pay the Governmental Unit on an actual cost basis according to the cost shown in Exhibit B.

3.1.2. **Budget Details**. See Exhibit B for Budget Details of Governmental Unit and it's subcontractor.

3.1.3. **Direct Costs**. Allowable direct costs include project specific costs listed in Exhibit B. Any other direct costs not listed in Exhibit B must be approved, in writing, by State's Project Manager prior to expenditure.

3.1.4. **Travel Expenses**. The Governmental Unit will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Minnesota Department of Transportation Travel Regulations." The Governmental Unit will not be reimbursed for travel and subsistence expenses incurred outside the State of Minnesota unless it has received prior written approval from State for such out of state travel. State of Minnesota will be considered the home base for determining whether travel is "out of state." See Exhibit C for the current Minnesota Department of Transportation Reimbursement Rates for Travel Expenses.

3.1.5. **Total Obligation**. The total obligation of State for all compensation and reimbursements to the Governmental Unit will not exceed $1,995,745.62.

3.2. **Terms of Payment**

3.2.1. **Invoices**. The Governmental Unit must submit invoices electronically for payment, using the format set forth in Exhibit D. The Governmental Unit will submit invoices for payment on a monthly basis.

3.2.2. **Progress Reports**. The Governmental Unit must submit a monthly progress report, using the format set forth in Exhibit E showing the progress of work in work hours according to the tasks listed in Section 2: Scope of Work.

3.2.3. **State's Payment Requirements**. State will promptly pay all valid obligations under this Contract as required by Minnesota Statutes §16A.124. State will make undisputed payments no later than 30 days after receiving the Governmental Unit's invoices and progress reports for services performed. If an invoice is incorrect, defective or otherwise improper, State will notify the Governmental Unit within 10 days of discovering the error. After State receives the corrected invoice, State will pay the Governmental Unit within 30 days of receipt of such invoice. State reserves the right to audit all invoices, at State's discretion.

3.2.4. **Invoice Package Submittal**. The Governmental Unit must submit the signed invoice, the signed progress report and all required supporting documentation, for review and payment, to State's Consultant Services Section, at ptinvoices.dot@state.mn.us. Invoices will not be considered "received" within the meaning of Minnesota Statutes §16A.124 until the signed documents are received by State's Consultant Services Section.

i. Each invoice must contain the following information: MnDOT contract Number, the Governmental Unit invoice number (sequentially numbered), the Governmental Unit billing and remittance address, if different from business address, and the Governmental Unit signature attesting that the invoiced services and costs are new and that no previous charge for those services and goods has been included in any prior invoice.

ii. Except for Lump Sum contracts, direct nonsalary costs allocable to the work under this Contract, must be itemized and supported with invoices or billing documents to show that such costs are properly allocable to the work. Direct nonsalary costs are any costs that are not the salaried costs directly related to the work of the Governmental Unit. Supporting documentation must be provided in a manner that corresponds to each direct cost.

iii. Except for Lump Sum contracts, the Governmental Unit must provide, upon request of State's Authorized Representative, the following supporting documentation:

iv. Direct salary costs of employees' time directly chargeable for the services performed under this Contract. This must include a payroll cost breakdown identifying the name of the employee, classification, actual rate of pay, hours worked and total payment for each invoice period; and

v. Signed time sheets or payroll cost breakdown for each employee listing dates and hours worked. Computer generated printouts of labor costs for the project must contain the project number, each employee's name, hourly rate, regular and overtime hours and the dollar amount charged to the project for each pay period.

3.2.5. **Federal funds**. If federal funds are used, the Governmental Unit is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Governmental Unit's failure to comply with federal requirements.

4. **Authorized Representatives**

4.1. State's Authorized Representative will be:

Name/Title: Jodi Thurner, Contract Administrator
Address: Minnesota Department of Transportation
1500 West County Road B-2, Roseville, MN 55113
Telephone: 651-234-7686
E-Mail: jodeen.thurner@state.mn.us

State's Authorized Representative, or his/her successor, will monitor Contractor's performance and has the authority to accept or reject the services provided under this Contract.

4.2. State's Project Manager will be:

Name/Title: Christina Perfetti, Project Manager
Address: Minnesota Department of Transportation
1500 West County Road B-2, Roseville, MN 55113
Telephone: 651-247-4752
E-Mail: christina.perfetti@state.mn.us

State's Project Manager, or his/her successor, has the responsibility to monitor Contractor's performance and progress. State's Project Manager will sign progress reports, review billing statements, make recommendations to State's Authorized Representative for acceptance of Contractor's good or services and make recommendations to State's Authorized Representative for certification for payment of each invoice submitted for payment.

4.3. The Governmental Unit's Authorized Representative will be:

Name/Title: Chad Hausmann, Project Manager
Address: Wright County
3650 Braddock Avenue NE, Buffalo, MN 55313
Telephone: 763-682-7388
E-Mail: chad.hausmann@wrightcountymn.gov

5. **Assignment, Amendments; Waiver; Electronic Signatures; Contract Complete**

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

5.2. **Amendments**. Any amendment to this Contract 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 contract, or their successors in office.

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

5.4. **Electronic Records and Signatures**. The parties agree to contract by electronic means. This includes using electronic signatures, which will be deemed an original signature, and converting original documents to electronic records.

5.5. **Contract Complete**. This Contract contains all negotiations and contracts between State and the Governmental Unit. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

6. **Indemnification**

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

i. Intentional, willful, or negligent acts or omissions;
ii. Actions that give rise to strict liability;
iii. Breach of contract or warranty; or
iv. Breach of the applicable standard of care.

The Indemnifying Party is defined to include the Governmental Unit, the Governmental Unit's reseller, any third party that has a business relationship with the Governmental Unit, or Governmental Unit's agents or employees, and to the fullest extent permitted by law. The indemnification obligations of this section do not apply if the claim or cause of action is the result of State's sole negligence. This clause will not be construed to bar any legal remedies the Governmental Unit may have for State's failure to fulfill its obligation pursuant to this Contract.

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

7. **State Audits.**

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

8. **Government Data Practices**

8.1. The Governmental Unit and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, (or, if the state contracting party is part of the Judicial Brach, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time), as it applies to all data provided by State under this Contract, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by the Governmental Unit under this Contract. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the Governmental Unit or State.

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

9. **Intellectual Property Rights**

9.1. **Intellectual Property Rights**. State owns all rights, title and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks and service marks in the Works and Documents created and paid for under this Contract. "Works" means all inventions, improvements,

discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes and disks conceived, reduced to practice, created or originated by the Governmental Unit, its employees, agents and subcontractors, either individually or jointly with others in the performance of this Contract. Works includes Documents. "Documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks or other materials, whether in tangible or electronic forms, prepared by the Governmental Unit, its employees, agents or subcontractors, in the performance of this Contract. The Documents will be the exclusive property of State and the Governmental Unit upon completion or cancellation of this Contract must immediately return all such Documents to State. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Governmental Unit assigns all right, title and interest it may have in the Works and the Documents to State. The Governmental Unit must, at the request of State, execute all papers and perform all other acts necessary to transfer or record State's ownership interest in the Works and Documents

9.2. **Obligations**

9.2.1. **Notification**. Whenever any invention, improvement or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Governmental Unit, including its employees and subcontractors, in the performance of this Contract, the Governmental Unit will immediately give State's Authorized Representative written notice thereof, and must promptly furnish State's Authorized Representative with complete information and/or disclosure thereon.

9.2.2. **Representation**. The Governmental Unit must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of State, and that neither the Governmental Unit, nor its employees, agents nor subcontractors retain any interest in and to the Works and Documents. The Governmental Unit represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 6, the Governmental Unit will indemnify, defend, to the extent permitted by the Attorney General, and hold harmless State, at the Governmental Units expense, from any action or claim brought against State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Governmental Unit will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Governmental Unit's or State's opinion is likely to arise, the Governmental Unit must, at State's discretion, either procure for State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of State will be in addition to and not exclusive of other remedies provided by law.

10. **Jurisdiction and Venue.**

10.1. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11. **Termination; Suspension**

11.1. **Termination**. State or the Commissioner of Administration may terminate this Contract at any time, with or without cause, upon 30 days' written notice to the other party. Upon termination, Governmental Unit will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

11.2. **Termination for Insufficient Funding**. State may immediately terminate this Contract 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 notice to the Governmental Unit. State is not obligated to pay for any services that are provided after

notice and effective date of termination. However, the Governmental Unit will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. State will not be assessed any penalty if the Contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. State must provide the Governmental Unit notice of the lack of funding within a reasonable time of State's receiving that notice.

11.3. **Suspension**. State may immediately suspend this Contract in the event of a total or partial government shutdown due to failure to have an approved budget by the legal deadline. Work performed by the Governmental Unit during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

12. **E-Verify Certification (In accordance with Minnesota Statutes §16C.075).**

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

13. **Plain Language; Accessibility Standards**

13.1. **Plain Language**. Except for designs, plans, layouts, maps and similar documents, the Governmental Unit must provide all deliverables in "Plain Language". Executive Order 14-07 requires the Office of the Governor and all Executive Branch agencies to communicate with Minnesotans using Plain Language. As defined in Executive Order 14-07, Plain Language is a communication which an audience can understand the first time they read or hear it. To achieve that, the Governmental Unit will take the following steps in the deliverables:

i. Use language commonly understood by the public;
ii. Write in short and complete sentences;
iii. Present information in a format that is easy-to-find and easy-to-understand; and
iv. Clearly state directions and deadlines to the audience.

13.2. **Accessibility Standards**. Except for designs, plans, layouts, maps and similar documents, the Governmental Unit agrees to comply with the State of Minnesota's Accessibility Standard (https://mn.gov/mnit/assets/Stnd_State_Accessibility_tcm38-61585.pdf) for all deliverables under this Contract. The State of Minnesota's Accessibility Standards entail, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 of the Rehabilitation Act, as amended. The Governmental Unit's compliance with the State of Minnesota's Accessibility Standard includes, but is not limited to, the specific requirements as follows:

i. All videos must include closed captions, audio descriptions and a link to a complete transcript;
ii. All documents, presentations, spreadsheets and other material must be provided in an accessible format. In addition, the Governmental Unit will provide native files in an editable format. Acceptable formats include InDesign, Word and Excel; and
iii. All materials intended for downloading and printing such as promotional brochures, must be labeled as such and the content must additionally be provided in an accessible format.

14. **Subcontractor Reporting.**

14.1. The State of Minnesota is committed to diversity and inclusion in public procurement. If the total value of this Contract may exceed $500,000.00, including all extension options, the Governmental Unit must track and report, on a quarterly basis, the amount spent with diverse small businesses. When this applies, the Governmental Unit will be provided free access to a portal for this purpose, and the requirement will continue as long as the Contract is in effect.

15. **Telecommunications Certification.**

15.1. By signing this Contract, the Governmental Unit 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), the Governmental Unit does not and will not use 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. The Governmental Unit will include this certification as a flow down clause in any contract related to this Contract.

16. **Title VI/Non-discrimination Assurances.**

16.1. The Governmental Unit 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. The Governmental Unit will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Governmental Unit's compliance with this provision. The Governmental Unit must cooperate with State throughout the review process by supplying all requested information and documentation to State, making the Governmental Unit's staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.

17. **Additional Provisions.**

None

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MnDOT Contract Number: 1061712

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

Signed:

Date:

DEPARTMENT OF TRANSPORTATION (with delegated authority)

Signed:

Title:

Date:

GOVERNMENTAL UNIT*
Governmental Unit certifies that the appropriate person(s) have executed the Contract on behalf of Governmental Unit as required by applicable resolutions, ordinances or charter provisions.

Signed: _____

Title: _____

Date: _____

COMMISSIONER OF ADMINISTRATION

Signed:

Date:

***Political subdivisions must provide documentation approving this Contract, including: 1) a resolution evidencing approval of the agreement; and 2) proper signature pursuant to the resolution.**

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1. Project Overview

Pursuant to applicable laws, Governmental Unit will enter a contract with a sub-consultant, to perform the tasks as described below. A copy of the fully executed sub-consultant contract must be sent to the State. Governmental Unit will oversee, manage, and ensure performance and completion of all services and deliverables according to Exhibit A. For the purposes of this scope of work "Contractor" refers to the Governmental Unit's consultant.

Contractor will lead the processes of developing recommended transportation alternatives, conducting state and federal environmental reviews, and producing a preliminary design for roadway transportation improvements on a 4-mile segment of Minnesota (Mn) Trunk Highway (TH) 55 (Hwy 55, also known as Olson Memorial Highway) from County State Aid Highway (CSAH) 116 (Pinto Drive (Dr)) in Medina to CSAH 19 (Medina Street (St)) in the cities of Medina and Corcoran in Hennepin County.

This work is being undertaken to fulfill Chapter 127 Section 2 (b) of Minnesota Laws of 2024 which appropriated to the State $2,000,000 in fiscal year 2025 "to complete environmental documentation and for preliminary engineering and design for the reconstruction of marked TH 55 from Hennepin CSAH 19 (Medina St), north of the city of Loretto to Hennepin County Road 118 (Arrowhead Dr) near the city of Medina. This is a one-time appropriation and is available until June 30, 2027." The Governmental Unit is leading the work on behalf of the State.

Major tasks include: describing corridor conditions and user needs; developing recommended alternatives; completing state and federal environmental reviews and alternatives screening to reach a single alternative; and producing preliminary design of the alternative. Contractor will also lead public and stakeholder engagement to support these tasks, as well as agency coordination.

2. Project Background

TH 55 is an east-west Mn TH that runs 221 miles across central Minnesota from the North Dakota line near Tenney, follows a southeasterly alignment through Elbow Lake, Paynesville, Buffalo, the Twin Cities metro region, and terminates at United States (US) 61 in Hastings. Its functional classifications are minor arterial west of Buffalo and principal arterial east of Buffalo. TH 55 is a National Highway System (NHS) mainline route.

The 4-mile segment of TH 55 for which improvements are being considered is a two-lane undivided highway with 2023 traffic volumes in the range of 14,600 to 18,800 annual average daily trips (weekdays). This segment of Hwy 55 is an important transportation link in western Hennepin County for local trips, travel to/from the Metro Area, and through-travel to west central Minnesota. Approximately 2,000 ft west of Arrowhead Dr, Hwy 55 expands from two undivided lanes to four divided travel lanes, and traffic volumes increase to a range of 26,000 to 33,500 Annual Average Daily Traffic (AADT) to the east. Parallel transportation corridors are US 12 to the south and CSAH 10 to the north.

This 4-mile segment of TH 55 is within a 15-mile state NHS pavement resurfacing project on Hwy 55 from the Wright/Hennepin County Line to Fernbrook Lane in Plymouth that is currently programmed for FY2032 (estimated cost $26-31 million).

This segment of Hwy 55 is also within a 16-mile segment of the highway from the Crow River to Interstate (I)-494 for which a combined federal Environmental Assessment and state Environmental Assessment Worksheet (EA/EAW) was completed by Hennepin County in 2008 for potential right-of-way (ROW) for a then-anticipated expansion from a two-lane highway to a four-lane expressway and freeway.

Schedule

The anticipated contract duration is 20 months. Work is expected to be completed by June 30, 2027 consistent with the legislation cited above.

Standards

Contractor will comply all applicable state, federal, and local standards, laws and regulations related to the scope of work and project area. Work must comply with the current editions or revisions of these standards that are in effect on the proposal due date.

Items provided by the Governmental Unit

1. State
    a. Transportation Project Development Process (TPDP) guidance
    b. Environmental process guidance
    c. Purpose and Need Statement process guidance
    d. Metro District Urban Freight Perspectives Study 2021
    e. Metro District Freight Plan 2025 (draft)
    f. Statewide Freight System and Investment Plan 2018
    g. State Rail Plan 2025
    h. Minnesota Go 20-year State Highway Investment Plan, 2024-2028http://minnesotago.org/application/files/3414/8431/5979/MnSHIP_Final_Jan2017.pdf
    i. Scoping report template
    j. Intersection Control Evaluation (ICE) Technical Memorandum No. 13-05-T-02: Technical Memoranda - Design Standards
    k. Intersection Control Manual 2017: Technical Memoranda - Design Standard
    l. Traffic Engineering Manual Traffic Engineering Manual
    m. Access Management Manual: www.dot.state.mn.us/accessmanagement/resources.html
    n. Minnesota Statute 161.162, Subd. 2
    o. Geometric Layouts Geometric Layouts - Guidance - Project Development
    p. Road Design Manual Standard Plans - Design Standards
    q. Facilities Design Guide Standard Plans - Design Standards
    r. Bicycle Facility Design Manual Bicycle Facility Design Manual - Bicycling
    s. Standard Plans Standard Plans - Design Standards
    t. Standard Plates Standard Plates - Design Standards
2. Metropolitan Council
    a. 2050 Transportation Policy Plan
    b. 2024 Intersection and Mobility Safety Study (IMSS)
    c. Congestion Management Process Guidebook 2020 and Handbook
    d. Congestion Management Safety Plan (CMSP) Phase IV Memorandum, March 2018
    e. Met Council Regional Truck Highway Corridor Study 2017
3. Hennepin County
    a. MN 55 EA/EAW 3/3/2008
    b. 2040 Comprehensive Plan
    c. 2040 Transportation Plan
    d. 2040 Bicycle Plan
    e. Pedestrian Plan

   f. Freight Study
   g. Regional Parks and Trails System Plan
4. Governmental Unit
   a. Contract invoice and progress report templates
5. Cities of Loretto, Corcoran and Medina
   a. 2040 comprehensive plans and transportation plans

Plain Language and Accessibility Standards

Plain Language

Provide all documents or exhibits specifically designed to be used by the public in "Plain Language". Technical documents, presentations, spreadsheets, and drawings used by technical staff do not need to be in plain language. Executive Order 14-07 requires the Office of the Governor and all Executive Branch agencies to communicate with Minnesotans using Plain Language. As defined in Executive Order 14-07, Plain Language is a communication which an audience can understand the first time they read or hear it. Additional information can be read at this website: http://ihub.dot.state.mn.us/plainlanguage/index.html. To achieve that, the successful responder will take the following steps in the deliverables:

1. Use language commonly understood by the public
2. Write in short and complete sentences
3. Present information in a format that is easy-to-find and easy-to-understand
4. Clearly state directions and deadlines to the audience.

Accessibility Standards

Comply with the State of Minnesota's Accessibility Standard for all documents or exhibits specifically designed to be used by the public. Technical documents, presentations, spreadsheets, and drawings used by technical staff do not need to be in plain language. The State of Minnesota's Accessibility Standards entail, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 of the Rehabilitation Act, as amended. Additional requirements can be found at this website: http://www.dot.state.mn.us/ada/accommodation.html and include:

1. Providing interpreters, translators or other special accommodations,
2. Providing documents in an alternative format,
3. Following the Portable Document Format (PDF) accessibility guidance.

Compliance with the State of Minnesota's Accessibility Standard includes, but is not limited to, the specific requirements as follows:

1. All videos must include closed captions, audio descriptions and a link to a complete transcript;
2. All documents, presentations, spreadsheets, drawings, and other material must be provided in an accessible format. In addition, provide native files in an editable format. Acceptable formats include InDesign, Word and Excel; and
3. All materials intended for downloading and printing such as promotional brochures, must be labeled as such and the content must additionally be provided in an accessible format.

3. Project Management

This task includes the management, coordination and communication activities necessary to administer and carry out the contract work and produce acceptable deliverables on time and within budget.

3.1. Administration

Contractor is responsible for overall administration of the project, which includes but is not limited to:

1. Contractor team supervision and coordination.
2. Preparation and maintenance of the project work plan.
3. A project log or tracking spreadsheet shared with the Governmental Unit and State that describes issues, information needed, responsible parties, decisions and discussions of issues affecting the work.
4. Weekly 30-minute check-in status meetings with the Governmental Unit Project Manager (PM) and State as needed.
5. Monthly invoices, including progress report with cost and percent complete by major task for the month and to-date, as well as subcontractor direct expenses. Includes a monthly meeting/call with the Governmental Unit's PM to review invoices if necessary. The Governmental Unit will provide templates for monthly invoices and progress reports.
6. Coordination with other government agencies to carry out the work, including meetings and correspondence with state, counties, cities, Metropolitan Council, and other agencies and partners as needed and/or directed. Contractor will include Governmental Unit PM and State on all project-related email correspondence.
7. Quality controls for all deliverables and supporting planning activities to assure consistency with applicable the Governmental Unit, state and federal guidance for transportation planning and environmental documentation, as well as transportation planning best practices.
8. All other work to complete project tasks on time and within budget.
9. Store and share with the Governmental Unit and State work products and deliverables via an online electronic document management system (e.g., SharePoint) hosted by the Contractor, as well as final deliverables and contract documents on the State ProjectWise system.

3.2. Quality Management

Contractor will submit within 30 days of contract execution a Quality Management Plan (QMP) describing the processes, staff responsibilities, reviews of deliverables, conflict resolution steps, and other activities to meet the Governmental Unit and State expectations and fulfill project goals. Contractor will designate staff to perform Quality Control (QC) reviews of all deliverables; document their reviews and internal approvals prior to submittal to the Governmental Unit and State; and coordinate audit of the QC process(es) if requested.

3.3. Project Management Team (PMT)

Contractor will facilitate the work of a core group of the Governmental Unit and State staff, stakeholders and agency representatives known as the PMT for the purpose of providing management guidance. This task will include:

1. Establish the PMT, including member list and expectations.
2. Hold a kickoff meeting with the PMT.
3. Hold PMT meetings in a format and at intervals for timely and efficient review of deliverables (number of meetings to be proposed by Contractor).
4. Develop presentations and information to be reviewed by the PMT prior to advancing these materials to the Technical Advisory Committee (TAC) (below) and others designated.
5. Schedule PMT meetings, agendas, meeting notes, and tracking follow-up actions.

3.4. TAC

Contractor will facilitate meetings of a TAC during the project. The TAC meetings will be attended by the Governmental Unit PM and other designated staff, the Governmental Unit and State staff, Hennepin County, MN 55 Corridor Coalition members if designated, technical staff of cities of Medina, Corcoran and Loretto, Metropolitan Council and other agencies that may be identified.

The purpose of the TAC will be to provide the Governmental Unit with support and focus on planning level decisions. Number, format and venue of meetings to be proposed by Contractor. Contractor duties include preparation of agendas and presentations, meeting facilitation, follow-up, and a summary of outcomes (to be distributed to TAC members within five days).

3.5. Additional Coordination Meetings and Briefings for Local Leaders

Contractor will prepare materials for and attend up to ten one-hour virtual meetings with the Governmental Unit, State, city, or other agencies, functional and/or technical staff to address topics that require coordination. These will include but are not limited to briefings, conversations, presentations to elected and appointed boards and commissions, typically at key milestones. Should include at least one senior member of the Contractor team and technical staff as needed. Contractor is encouraged to be proactive in the identification of such topics and initiating these meetings.

3.6. Agency Coordination

Contractor will support the Governmental Unit and State coordination with agencies having an interest in potential future environmental reviews. Agencies will be designated by the Governmental Unit and State, and typically include those that review and contribute to the State Early Notification Memo for the Metro District. Contractor will propose the number, format and frequency of agency coordination meetings. Agency coordination will begin during the corridor evaluation phase of this project to help prepare these agencies for their participation in subsequent State and environmental reviews.

Deliverable:

One agency coordination meeting with State during corridor evaluation phase to review project study area and background, solicit feedback for consideration in evaluation of alternatives, and notify functional groups of finding/determination needs in support of environmental document.

Contractor will prepare and facilitate an Environmental Agencies Kick-off Workshop that will include Federal, State and local entities. The workshop will focus on environmental document type, process concurrence points, project purpose and need, alternative evaluation criteria, preliminary alternatives, environmental and engineering issues relevant to the study area.

Deliverable:

One Environmental Agencies kick-off meeting with State Office of Environmental Stewardship (OES) and Federal Highway Administration (FHWA) Mn Division Office to review environmental document type, process concurrence points (if required), project purpose and need, evaluation criteria, and range of alternatives.

Contractor will also prepare for and facilitate an Environmental Agency Progress Review meeting upon direction from the Governmental Unit and State Environmental Document PM. The meeting will focus on alternatives decision-making and refinement, including potential mitigation measures, relevant to ongoing development of environmental documentation.

Deliverable:

One Environmental Agencies progress review meeting with State OES and FHWA, Mn Division Office to review alternatives decision-making and identification of a preferred alternative.

3.7. Tribal Government Coordination

Contractor will support the Governmental Unit coordination with state and tribal government(s) to identify any tribal resources and comply with state law and guidance for government-to-government relations described in Chapter 14 - MN Laws.

State Cultural Resource Unit (CRU) will review available information and provide direction on potential tribal impacts following submittal of the early notification memo (ENM).

3.8. Schedule

Contractor will prepare and maintain the project schedule. An Excel file in Gantt chart format is preferred. The anticipated contract duration is 20 months. The schedule will be a "living document" based on mutually agreed-upon dates that may be subject to change. The schedule is the primary tool for setting the dates of meetings and submission of deliverables.

The schedule will describe review periods for deliverables. The Governmental Unit and State review of Contractor deliverables to be no more than two calendar weeks and no less than five business days unless otherwise agreed upon. Review durations of environmental documents by other agencies will be agreed upon with those agencies at the time of submission.

Contractor will coordinate with the Governmental Unit and State to undertake tasks in three phases:

Phase 1: Corridor evaluation and recommended alternatives (Tasks 2 through 6)

Phase 2: State/federal environmental reviews to select a preferred alternative (Tasks 7 through 10)

Phase 3: Preliminary design of the preferred alternative (Tasks 11 through 19)

Contractor must obtain written approval of the Governmental Unit and State before expending staff hours and incurring reimbursable direct expenses on the tasks comprising Phases 2 and 3.

Task 1 Project Management and Administration and Task 20 Public Involvement will be continuous throughout all three phases.

Contractor, Governmental Unit and State will work together to evaluate the entire schedule for accuracy and feasibility and identify corrections if needed.

3.9. Risk Management

Contractor, Governmental Unit and State will jointly develop and update a planning level risk analysis that identifies high-level topics that present potential benefits and risks to the project schedule and cost,

as well as subsequent implementation of improvements. State will provide a template document for this task.

3.10. Project Charter

Contractor will produce a project charter, which is a brief plain-language document that can be used for project coordination by the Governmental Unit and State that may be shared with PMT and TAC that presents the fundamental rationale for the project. The project charter functions as both an internal information-sharing tool and reference guide. It is a concise yet fully informative source of information and references for information about user needs, project benefits, risks, business purpose(s), planning decisions and other relevant topics.

3.11. Cost Participation Agreement Information

In coordination with the Governmental Unit and State, Contractor will develop preliminary cost participation information with relevant entities (i.e., City of Medina, City of Corcoran, Hennepin County) that may contribute funds to a future project as identified in State's Cost Participation and Maintenance Policy with Local Units of Government Manual. Preliminary cost participation information will subsequently be developed and submitted to relevant government partners to support understanding of each agency's potential financial obligations to the project in future preliminary cost participation agreements if applicable with those partners. This preliminary information will describe the amount and timing of any financial obligations and will include the individual assets which may trigger cost participation. Contractor will also attend up to six meetings with staff from the Governmental Unit and State and local government partners to discuss the preliminary cost participation information.

3.12. Contractor Deliverables

1. Monthly invoices and progress reports, including subcontractor status reports and invoices
2. Weekly 30-minute PM meetings with summary notes in a rolling issue tracking shared spreadsheet
3. QMP with 30 days of Notice to Proceed (NTP)
4. PMT meeting invitations, agendas, facilitation, presentations, handouts, notes and attendance (18 meetings)
5. TAC meeting invitations, agendas, facilitation, presentations, handouts, notes and attendance (10 meetings)
6. Local leader meeting presentations, handouts, notes
7. Agency coordination proposed meeting schedule, agenda topics, handouts, notes and attendance
8. Tribal coordination support materials if requested
9. Project schedule and bi-monthly updates
10. Risk management analysis memo
11. Project charter
12. Cost participation information materials, handouts, presentation(s) and meeting attendance
13. Document sharing system (i.e., SharePoint)

3.13. Items to be provided by Governmental Unit

1. Templates for monthly invoices and progress reports
2. Project charter template
3. Approval of meeting materials at least three working days prior to meetings

4. Corridor Conditions

Contractor will produce a corridor conditions report that includes the following topics.

4.1. Study Area

Contractor will confirm the study area based on prior studies, plans, tribal government resources and other relevant information. The Governmental Unit and State will provide input and approve the study area boundaries. Contractor to produce a brief memo with map(s) describing study area for use in other tasks.

4.2. Review of Prior Studies, Plans, Environmental Documents, Relevant Guidance

Contractor will list, review, and produce a summary analysis of relevant studies, plans, environmental documents, scoping reports, guidance, and related materials. This will include but are not limited to: MnDOT Metro District Safety Plan; MnDOT Metro District Bicycle Plan; MnDOT Metro District Freight Plan (draft); MnDOT Transportation Project Development Process guidance; MnDOT Metro District 10-year Capital Highway Investment Plan; Metropolitan Council Transportation Policy Plan 2050 and Transportation Improvement Plan; and others that may be identified. The Governmental Unit and State will provide associated available data and Geographic Information System (GIS) files. Contractor will describe the history of the development, construction and designation of TH 55 as state TH, including social context and past decisions by the legislature, state agencies, counties and municipalities about the highway.

4.3. Development, Land Use and Zoning Analysis

Contractor will map and summarize existing and planned development, existing and anticipated future land uses, zoning districts, and sensitive locations. This will include information from municipal 2040 comprehensive plans (and draft 2050 updates, if available), Metropolitan Council 2050 Regional Development Guide, as well as property ownership, public lands and facilities, neighborhoods, conservation and environmentally sensitive areas, recreational uses; and other relevant information. Produce a bulleted summary of key issues relevant to transportation in the corridor.

4.4. Complete Streets Evaluation

Contractor will review existing conditions with respect to State's Complete Streets Policy and utilize the State Complete Streets Handbook and its transportation project hierarchies tool typologies to characterize the Complete Streets context categories and associated needs in the study area.

4.5. Environmental Scan

Contractor will summarize information developed through a desktop-level review of readily available environmental data. Topics will include but are not limited to: threatened and endangered species, historic and cultural resources under Sections 4(f) and 6(f), contaminated and regulated materials, water resources, noise, air quality, demographics and other relevant environmental information that may be identified during this process and by stakeholders and the public.

4.6. Livability Analysis

Contractor will produce a Livability Analysis that presents considerations related to the seven pillars of the FHWA Livability Initiative and MnDOT Metro District Livability Framework. Contractor will work with Governmental Unit and PMT members to identify a limited set of relevant data for each pillar to support a summary level analysis of approximately 15 pages of narrative and graphics. This analysis should also incorporate and present in a graphic summary input solicited from the public and stakeholders on the transportation needs and alternatives identified that draws upon the 2022 Statewide Multimodal Transportation Plan.

4.7. Contractor Deliverables

1. Draft and final study area confirmation memo
2. Draft and final corridor conditions memo with sections presenting the information described in Tasks 2.1 through 2.6
3. Draft and final Livability Analysis report

4.8. Items to be provided by Governmental Unit and State

1. References and Uniform Resource Locator (URL) to prior studies, plans, environmental documents, relevant guidance
2. Timely review of deliverables

5. Transportation Conditions

Contractor will prepare a transportation conditions report that presents the information described in this section. Contractor will first present an annotated outline of the report's proposed contents that explains the tools, methods, data sources, inputs and assumptions that will be used to describe conditions for each mode of transportation.

5.1. Field Visit and Americans with Disabilities Act (ADA) Field Walk

Contractor will visit the corridor with relevant Contractor team members, TAC and PMT members and other people as appropriate to help gain a thorough, firsthand understanding of mobility and safety needs for all persons traveling in the corridor. This task will help communicate the corridors' use cases and challenges to staff and stakeholders developing the preliminary design.

Organize and/or perform an ADA field walk with State's ADA Unit once a preliminary layout has been developed. State's ADA unit provides department support for the design and construction of accessible facilities in State's ROW and policy direction for State on how to implement the ADA.

Produce location-referenced photos of people (not identifiable) using the corridor by all modes, including people traveling in personal motor vehicles, driving trucks and freight vehicles, pedestrians and bicyclists.

5.2. Data Collection

Contractor will propose a method and carry out turning movement counts of motor vehicles (including breakout of heavy trucks), pedestrians and bicyclists during date ranges agreed upon by Governmental Unit and State. Consideration should be given to a 13-hour weekday collection period (6:00 am to 7:00 pm) to document traffic turning movement traffic counts and pedestrian and bicycle crossing data for a standard weekday for the intersections listed below and/or any other intersections recommended by Contractor deemed necessary to sufficient for existing conditions, 2050 traffic forecasts, evaluation of alternatives and ICE reports if needed. The weekday count data will be used for the purposes of baseline

modeling and capacity analysis documenting directional distribution, intersection patterns and peak hour volumes.

The weekday counts should be made at these intersections (from west to east):

1. Hwy 55 at Townline Road (Rd) (outside study area)
2. Hwy 55 at CSAH 19/Medina St
3. Hwy 55 at Pioneer Trail (Tr)
4. Hwy 55 at Rolling Hills Road (Rd)
5. Hwy 55 at Willow Drive (Dr)
6. Hwy 55 at Mohawk Dr
7. Hwy 55 at Arrowhead Dr (CSAH 118)
8. Hwy 55 at Tamarack Dr (outside study area)
9. Hwy 55 at CSAH 116/Pinto Dr (outside study area)
10. Hwy 55 at Clydesdale Tr (outside study area)
11. Hwy 55 at CSAH 101/Sioux Dr (outside study area)

The budget should allow for up to four additional or alternate count locations as deemed necessary by the Contractor and agreed to by the Governmental Unit.

In addition, the Contractor should propose and carry out a low-cost method (i.e., StreetLight Insight, ClearGuide, or similar) to estimate the Friday recreational peak hour (12:00 pm to 8:00 pm of analyzed TMC data) and Sunday recreational peak hour (12:00 pm to 8:00 pm of analyzed TMC data) at a limited number of the above locations agreed upon by Governmental Unit.

Deliverables:

13-hour counts will be collected and analyzed using video-based processing.

A near-miss crash analysis at up to four locations to assist in the existing conditions analysis and identification of alternatives.

5.3. Traffic Operational Characteristics

Contractor will analyze motor vehicle traffic characteristics of the study corridor and summarize travel patterns (i.e., long through trips vs. shorter local trips), key origins and destinations, and other information that may be relevant. Contractor will present information and analysis about vehicle travel times, speeds and speeding violations, and travel pattern data for an agreed upon period and use this information to identify areas of operational deficiency, including level of service and queueing. Contractor will use this data to assess reliability and congestion in the base year. Contractor is expected to use traffic counts, Streetlight and/or ClearGuide, or equivalent data sources and software.

Traffic/operation characteristics should also present information about non-motorized travel, including bicycles and pedestrians.

This section should also include relevant information about the operations of all-terrain vehicles (ATVs) along and across Hwy 55.

5.4. Infrastructure Conditions

Contractor will summarize the conditions and programmed State replacement and maintenance projects of transportation infrastructure and related infrastructure and ownership described in the current State Capital Highway Investment Plan (CHIP), including but not limited to: roadway pavement, bridges, culverts, sidewalks, trails, transit, signals and traffic control systems, noise walls, drainage and

water resource management facilities, and State Regional Traffic Management Center (RTMC) assets. Infrastructure inventories and condition assessments will be provided by the State.

5.5. Pedestrian and Bicycle Facilities

Contractor will describe and assess the quality and user experience of existing pedestrian and bicycle facilities and network (sidewalks, shared use trails or paths, bicycle lanes). The method(s) to be used for these analyses should be explained in brief memo prior to being carried out and may include multimodal level of service (MMLOS) Pedestrian Level of Traffic Stress (PLTS) and Bicycle Level of Traffic Stress (BLTS) or other methods and/or metrics, such as Qualitative Multimodal Assessment and Design Flag Analysis, sidewalk and bicycle network gap analyses, origin/destination analysis or others. The memo should explain which method(s) will be used for corridor evaluation, conceptual design prioritization decisions, and alternatives comparison.

5.6. Access Inventory and Evaluation

Contractor will produce maps, tabular summaries, pictures and narrative analyses of access conditions, including the locations and types of access at driveways, side streets, sidewalks, crosswalks and trails by parcel and highway segment. Identify safety and operational concerns for all travelers associated with each location. Include access and control authority relative to State Access Management Manual guidelines and reference comparable corridors if helpful. Produce a concise planning level evaluation with bulleted summary of access issues affecting operations and safety for all users.

5.7. Base Year and 2050 Traffic Forecasts

a) Traffic Analysis

Contractor will describe Base Year and 2050 Forecast Year conditions for motor vehicle traffic. Contractor will coordinate with State and Metropolitan Council on an approved travel forecast methodology and assumptions consistent with State and Metropolitan Council guidelines and best practices. Contractor will present and submit travel demand forecasting models, methodologies, assumptions and results for Governmental Unit, State and Metropolitan Council review and approval.

Contractor will review and describe previous formal traffic forecasting in the study corridor (most recent 5-10 years) that may aid in describing the Base Year and Forecast Year conditions. If applicable, Contractor will compare the assumptions and processes of prior forecasts to the Twin Cities Regional Activity Based Travel Demand Forecast Model (ABM).

Contractor will prepare a draft forecast for the 2050 planning horizon year that describes traffic conditions in the corridor consistent with the ABM. The forecast must be developed using inputs from existing traffic counts from State, county, and municipal sources and may be supplemented with volumes, turning movements, origin-destination, and other relevant information from Streetlight Insight at key locations. Contractor should identify changes in assumptions from previous forecasting efforts and may propose to incorporate the updated data into the latest ABM to develop horizon year traffic forecasts.

b) Model Verification and Validation

Metropolitan Council will provide the most current Base Year (2018) and 2050 networks for Contractor to model. Contractor will review the 2018 and 2050 networks for coding errors within the study area for accuracy and correct accordingly. Corrected networks will be re-run and validation rechecked. Contractor will calibrate and validate the base model using available data such as StreetLight or similar tool to gain better understanding of the traffic characteristics in the study area and refine the model.

Contractor will compare the horizon year daily traffic forecasts with the previous traffic forecasts to achieve reasonable consistency. Contractor will verify the Base Year and 2050 No Build network assumptions with State and Metropolitan Council. Contractor will collaborate with State and Metropolitan Council to interpolate 2050 travel forecasts for comparing prior ABM results.

Person throughput estimates and comparisons for the forecast scenarios will be provided by the Contractor, including build alternatives.

Planning level capacity assessments for daily, AM and PM peaks will also be completed based on the base and forecast daily and peak period volumes and summarized as part of the documentation and figures developed for this task.

c) Contractor Deliverables:

Memorandum summarizing the travel demand forecasting methodology, assumptions, validation, reasonableness checks and results with appropriates maps, tables, and graphs. Contractor will analyze up to four build alternatives requiring travel demand model runs.

5.8. Safety Analysis

Contractor will obtain crash data for the past five years from the Minnesota Crash Mapping Analysis Tool (MnCMAT2). Crash types and locations will be analyzed to determine crash patterns and will provide a basis for the benefits analysis of options.

Safety along the corridor and intersections in the study area will be evaluated. Contractor will prepare crash summaries for the corridor. Crash summaries will include available information on crash rates, crash type distribution, severity distribution, weather and lighting conditions, and pedestrian and bicycle involvement.

Contractor will use State's Pedestrian and Bicycle Crash Risk Analysis Tool and compare high-risk intersections to crash locations at study area intersections. Contractor will identify potential correctable crash patterns and potential treatments for consideration during alternatives development.

Contractor will coordinate with Governmental Unit and the participating agencies to identify and describe current studies or roadway safety improvement efforts in the study area that may be relevant. Contractor will also incorporate relevant input regarding safety concerns and recommended improvements from stakeholders.

Contractor will prepare a technical memorandum summarizing the safety analyses. The technical memorandum will include sections on existing safety performance and recommended future safety screening criteria for the study corridor.

5.9. Freight Analysis

Contractor will identify and describe issues related to freight vehicles traveling within and through the study area, including freight travel time reliability, major freight or delivery origins and destinations, and geometric issues (i.e., adequate turning radii). Resources include 2024 update of Minnesota State Freight Plan, Metro District Urban Freight Perspectives Study, and Metro District Freight Plan 2025 update.

5.10. Vehicle Emissions Estimates

Contractor will propose a method (i.e., Minnesota Infrastructure Carbon Estimator or similar) and perform analysis to produce estimates of existing and future motor vehicle greenhouse gas (GHG)

emissions to fulfill and support additional analyses of alternatives that may be necessary to meet the requirements of Subd 3. GHG emissions targets of Sec. 174.01 MN Statutes.

5.11. Travel Demand Management Evaluation

Contractor will use the Metropolitan Council's 2022 Twin Cities Congestion Analysis Handbook and available desktop data sources to identify and propose potential travel demand management (TDM) strategies to reduce peak hour single-occupancy vehicle (SOV) trips in the study area. This may include analysis of trip purposes, origins and destinations, and employment patterns. Upon approval by Governmental Unit and State and Metropolitan Council, Contractor will perform the TDM evaluation, which should present a prioritized list and description of a limited number of targeted TDM strategies and their estimated potential to reduce or divert peak hour SOV trips.

5.12. Contractor Deliverables

1. Draft and final Transportation conditions memo presenting the information described in sections 3.1 through 3.6.
2. Draft and final Traffic Analysis and Forecasting memo presenting the information described in Section 3.7
3. Draft and final Safety analysis memo
4. Draft and final Freight analysis memo
5. Draft and final Vehicular emissions memo
6. Draft and final Transportation demand management evaluation memo

5.13. Items to be provided by Governmental Unit

1. Existing traffic counts and State detector counts
2. Any traffic impact studies for locations or recent developments in the study area
3. Timely review of draft and final versions of memos listed above

6. Transportation Needs and Evaluation Criteria Report

Contractor will draw upon the information and analyses generated in Task 2 Corridor Conditions and Task 3 Transportation Conditions and the State TPDP process guidance to produce a concise report describing the transportation needs of users in the study area and the evaluation criteria that will be applied to screen alternatives to determine to their ability to meet those needs.

6.1. Transportation Needs

Contractor will identify, justify and prioritize the transportation needs of users in the study area drawing upon the Existing Conditions report, Transportation Conditions report, and input from stakeholder and public engagement using narrative, supporting graphics, tables and appendices.

6.2. Evaluation Criteria

Contractor will propose evaluation criteria and methods for their application to alternatives to gauge the respective abilities of the alternatives to meet the transportation needs identified. This section of the report should present methods, data sources, performance measures, and "good/fair/poor" evaluation thresholds. Evaluation criteria may include but are not limited to:

1. Safety metrics, such as number of conflict points with vehicles, pedestrians and/or bicyclists; expected crash rates; critical crash index.
2. Mobility metrics, such as Level of Service (LOS) for highway segments and intersections; travel time reliability; intersection volume/capacity ratios; person trips; cross street waiting times; and other similar. Traffic analysis should be at a planning level using Highway Capacity Manual or similar planning level tool. Microsimulation may be performed at a limited number of intersections to differentiate alternatives consistent with state traffic engineering guidance.
3. Multimodal metrics and descriptions, such as MMLOS, PLTS, BLTS for pedestrian and bicycle crossings and segments; design flag assessment of intersections and segments (National Cooperative Highway Research Program publication #948); origin/destination gap analysis.
4. Freight movement evaluations, such as a generally positive effect(s) on freight mobility, geometric needs and operations (turning movements, acceleration/deceleration).
5. Motor vehicle emissions estimates and compliance with applicable sections of Minnesota 2024 Statute 161.178 for assessing and mitigating GHG emissions for capacity expansion projects on the TH system.
6. Planning level cost estimates.
7. Benefit/cost analysis for transportation projects Benefit-Cost Analysis
8. Maintenance measures, such as initial impact/ improvement to current maintenance activities, and estimated long-term life-cycle costs.
9. Stormwater management measures, such as impervious surfaces, runoff and treatment, impacts to storm water treatment systems and jurisdictional resources, and inflows from adjacent properties.
10. ROW impacts, as estimated on concept footprint(s).
11. Social, Economic and Environmental (SEE) topics: Section 4(f) and 6(f) impacts; environmental health and sensitive receptors; vegetation/tree cover; jurisdictional wetlands and water resources.
12. Tribal resource impacts Tribes and Transportation Process - Project Development
13. Fatal flaws, such as unattainable right-of-way needs, astronomical cost, unresolvable issues with constructability, and extreme natural resource impacts or other conditions that cannot be mitigated or would have very high SEE impact(s) and/or mitigation costs.

Each criterion should include proposed quantitative and qualitative scoring thresholds, which may be refined as screening proceeds to achieve meaningful differentiation among alternatives.

6.3. Contractor Deliverables

1. Draft and final transportation needs and evaluation criteria report

6.4. Items to be provided by Governmental Unit

1. Timely review of deliverable

7. Alternatives Development and Screening

Contractor will produce an Alternatives Analysis Report and supporting appendices that document the activities and analyses of the tasks in this section. Contractor will also maintain a comment tracking matrix throughout this task to show comments from participants and agencies and revisions or updates made to analyses and documents in response.

7.1. Alternatives Development

Contractor will develop a preliminary range of alternatives drawn from prior plans and studies, precedent and peer corridor examples, the State transportation Facility Design Guide, State Access Management Manual, professional multimodal transportation planning practice, and collaboration with PMT and TAC participants to identify up to five alternatives concepts (excluding No Build) with the potential to meet the transportation needs identified.

These concepts should be described in terms of major differentiating characteristics such as typical roadway cross sections, intersection and access treatments and walking/biking facilities and may include:

1. Mainline
    a. No Build (required for baseline comparison)
    b. 4-lane full length, divided highway, expressway and/or freeway
    c. 2-lane full length, divided or undivided highway
    d. 2-lane with 3-lane segment(s) for spot location improvements, turning lanes, passing lanes, auxiliary lanes, center medians, refuge islands, and or other features
    e. Combination of 4-lane and 2-lane divided or undivided segments with spot improvements
2. Intersection and access treatments
    a. Signalized
    b. Sign-controlled
    c. Grade-separated
    d. Roundabout
    e. Reduced conflict intersection (RCI)
    f. Access management strategies (i.e., three-quarter right-in/right-out (RIRO) access, driveway consolidation)
3. Walking/biking facilities
    a. Safe crossings of mainline and side streets
    b. Sidewalk/trail/shared use paths and network connections
    c. Bicycle shoulder on mainline

In addition to the No-build alternative, a Transportation Systems Management and Operations (TSMO) alternative must also be considered through the entire screening process. A TSMO alternative consists of low-cost strategies that focus on improving highway safety and efficiency through such strategies as traffic incident management, signal timing adjustments, better freight management, limited geometric improvements at key locations, traveler information services and others.

7.2. Alternatives Screening and Refinement

The elements of the preliminary alternatives should undergo initial screening using the fatal flaw criterion in Task 4.2. They may be described in narrative, precedent images and technical analysis sufficient to apply this criterion.

Alternatives that are carried forward from the fatal flaw screening should be grouped into packages organized by mainline configuration with compatible intersection treatments, access management strategies and walking/biking facilities to be carried through a full screening by applying all the evaluation criteria established in Task 4.2.

Governmental Unit and Contractor and State will agree on the number of alternative packages to be screened, not to exceed three excluding No-build. The refined alternatives should be developed to a

planning level of design sufficient to evaluate and differentiate them from each other using the evaluation criteria. This means that alternatives should be described with narrative, sketch level illustrations, drawings, cross section drawings, conceptual graphics, and/or other technical analyses or materials. More detailed information may need to be developed for some evaluation criteria categories if needed to differentiate alternatives in the evaluation process. At this point in the alternative development, planning level cost estimate(s) should be prepared. Cost estimates will utilize Contractor one-page estimate format. Alternatives should adhere to performance-based practical design principles to assure they function as intended and are financially responsible.

Contractor will perform technical analyses for the screening of preliminary and refined alternatives using the methods and data sources developed in Task 5.2. Alternatives screening should be summarized in an easily understood matrix that is supported with separate more detailed narrative if needed.

7.3. Contractor Deliverables

1. Draft and final alternatives analysis report and supporting appendices

7.4. Items to be provided by Governmental Unit

1. Timely review of draft deliverable

8. Recommended Alternatives

Contractor will present initial results of the alternatives screening process (Task 5) to the PMT, TAC and public for input and refinement as directed by the Governmental Unit. Preparation of additional information and/or analyses related to the evaluation criteria may be directed by the Governmental Unit to respond to input received.

Governmental Unit will designate two or more recommended alternatives that may include modifications to address input received from State, PMT, TAC and the public to better meet the study transportation needs.

Contractor will develop the recommended alternatives to sufficient level of detail for anticipated selection of a single preferred alternative in the State and federal environmental review processes.

Two recommended alternatives and the No Build Alternative will be identified for further study and selection of a single preferred alternative in the State and federal environmental review processes.

8.1. Contractor Deliverables

1. Draft and final Recommended Alternatives report

8.2. Items to be provided by Governmental Unit

1. Timely review of draft and final deliverable

9. Federal and State Environmental Documentation

The federal environmental document is an EA, and the State environmental document is assumed to be the Minnesota EAW.

Outcomes of the alternatives analysis during the EA/EAW process(es) could result in a lesser document(s) for either or both federal and State environmental processes (Categorical Exclusion or Programmatic Categorial Exclusion), which could reduce the scope of work and concurrence points for deliverables. Contractor must be able to produce draft and final versions of any of these documents.

The State EAW form is not compatible with federal National Environmental Policy Act (NEPA) documents because of current Executive Orders and removal of Council on Environmental Quality (CEQ)'s NEPA implementing regulations. FHWA will not include GHG emissions and climate change analyses in environmental documents. In the case that a federal EA and state EAW are required, a technical memorandum summarizing the state EAW without references to greenhouse gases or climate change will be included as an appendix to the federal EA. The federal EA will be published separate from the state EAW.

The federal EA is to be prepared in accordance with the Federal Highway Administration's (FHWA) guidebook, 40 Code of Federal Regulations (CFR) 1508.9 and MnDOT TPDP guidance to assure that NEPA requirements are fulfilled.

CEQ published an Interim Final Rule removing the CEQ's NEPA implementing regulations at 40 CFR 1500-1508, effective April 11, 2025 (90 Fed. Reg. 10610). The federal EA will be prepared in accordance with FHWA's NEPA implementing regulations at 23 CFR 771.

The state EAW is to be prepared in accordance with the State EAW. This includes updated guidance on state climate adaptation and resilience and GHG emissions/carbon footprint to assure compliance with the Minnesota GHG emissions law.

Both the EA and EAW will include draft and final documents for agency and public reviews. Contractor will coordinate with the Governmental Unit and State for agency reviews of the EAW to comply with guidance of the Minnesota Environmental Quality Board.

Contractor will address and answer the State EAW questions 1-20, additional EA federal issues, and State policy items with supporting data to sufficiently determine whether the project will cause an environmental effect. Additional federal issues and/or State policy items that must be addressed, including but not limited to the following:

A. Purpose and Need
B. Evaluation Criteria
C. Alternatives Analysis/Logical Termini
D. Cost Benefit Analysis per State policy.
E. Impacts not covered in EAW, or a different federal standard:
    1. Floodplain Assessment
    2. Section 4(f) Recreation Areas and Wildlife Refuge
    3. Section 7 US Fish and Wildlife (USFWS) Service
    4. Section 7a National Park Service (NPS)
    5. Section 106 Historic Archeological
    6. Section 6(f) Land and Water Conservation Fund (LAWCON) funded properties
    7. Traffic
    8. Noise
    9. Air
    10. Environmental Justice
    11. Bicycle and Pedestrian Issues
    12. Social Impacts
    13. Economic Impacts
    14. Relocation Impacts
    15. Public and Agency Involvement

State to distribute EA notice of availability press release to local media and publish EA legal notice in local newspapers. State to provide affidavit of publication. Includes a 30-day public and agency comment period following publication and distribution of the federal EA and state EAW. One public hearing meeting during 30-day comment period would be held in open house format. State to provide court reporter for EA public hearing meeting.

Deliverables:

1. EA EAW (requirements described below)
2. Applicable to all deliverables under the environmental document section:
3. Standard: Applicable requirements listed on the State's TPDP website
4. Format: All files to be submitted electronically in Microsoft (MS) Office (Word and Excel) files to facilitate convenient shared commenting and editing. Paper copies should be available upon request. Final drafts should be prepared in Adobe Acrobat with .pdf files created by converting the MS Office source files to assure all public-facing documents meet State standards for document accessibility.

9.1. TH Environmental Decision Tree Document

Contractor will complete the State environmental decision tree document in coordination with the Governmental Unit and State Metro District Environmental Documents Coordinator.

State Metro District Environmental Documents Coordinator will distribute the environmental decision tree document to State OES and FHWA Mn Division Office for concurrence.

9.2. ENM

Contractor will prepare an ENM for resource agency coordination and input using the Metro District ENM form; coordinate with the Governmental Unit and Metro District Environmental Documentation staff to distribute to designated agencies; and review and incorporate into the corridor conditions relevant information received.

When there is adequate information for the purpose and need, preferred alternative and logical project termini, Contractor will work with the State and provide all necessary information to issue an ENM update, review and incorporate ENM responses into the Environmental Document Process, create checklist of follow up action items, and follow up as necessary.

State Metro District Environmental Documents Coordinator to distribute initial ENM and ENM update to State functional groups.

Deliverable:

1. Review and incorporate ENM responses, create follow actions, follow up as necessary.
2. Provide all information to issue an ENM update, review and incorporate responses in to the Environmental Document Process, create action items, follow up as necessary.

9.3. Environmental Agency Kick-Off and Progress Meeting

Contractor will prepare materials for and facilitate an Environmental Agencies Kick-off Workshop that will include representatives of the federal, state and local agencies and partners that will participate in the federal and state environmental processes. The workshop will focus on environmental document

type, process concurrence points, project purpose and need, alternative evaluation criteria, preliminary alternatives, environmental and engineering issues relevant to the study area.

Contractor will also prepare for and facilitate an Environmental Agency Progress Review Meeting upon direction from the State's PM and State Environmental Document PM. The meeting will focus on alternatives decision-making and refinement, including potential mitigation measures, relevant to ongoing development of environmental documentation.

Deliverable:

1. One environmental agency kick-off and up to two progress review meetings included under Task 1.6.

9.4. Environmental Document Process Concurrence Points

Contractor will prepare and confirm with the Governmental Unit, State (including State OES) and FHWA an Environmental Review Process Outline that describes the key points at which concurrence on the documents for key planning products in the EA and EAW processes is required by state and federal agencies (and cooperating agencies, if applicable). The outline should show document names and the topics they will address, submittal dates, agencies from which concurrence is needed, review periods, meetings if needed to resolve comments, responsible parties and staff necessary to obtain conditional concurrence and/or full concurrence from relevant agencies to complete the environmental documents.

Topics for which agency concurrence should be considered may include but is not limited to:

1. Logical termini
2. Environmental Document Type (from Environmental Decision Tree document)
3. Document page limits, formats
4. Stakeholder identification
5. Early Notification Memo findings
6. Primary and secondary needs
7. Purpose and Need Statement (including annotated outline, draft and final documents)
8. Evaluation criteria and matrix, including SEE topics
9. Alternatives that do and do not meet Purpose and Need
10. Designation of Preferred Alternative
11. Agency and public review and comment process and requirements
12. Concurrence by State OES and FHWA
13. Project in STIP
14. Final Environmental Document review and approval process.

Project does not include an agency coordination plan and does not include cooperating agency and participating agency involvement. Concurrence points with State OES and FHWA Mn Division Office included under other tasks in this scope of work.

Deliverable:

1. Environmental Document Process and Concurrence Points Process/List Documentation.

9.5. Logical Termini Analysis and Memo

Contractor will create a logical termini write-up detailing the reasons for the end points of the project.

Logical termini discussion will satisfy the three general principals at 23 CFR 771.111(f).

Contractor will facilitate State and FHWA review, and concurrence of the logical termini selected.

Logical termini for the project include Hennepin CSAH 19 (western project terminus) and Hennepin CSAH 116 (Arrowhead Drive) (eastern project terminus).

Deliverable:

1. Logical termini memo (narrative and maps)
2. Facilitate State and FHWA review and concurrence of logical termini

9.6. Purpose and Need Statement

The Project Need Statement will identify the major transportation problem(s) within the project corridor to answer the question: Why is a project is being proposed? Needs should be justified and explained by drawing on relevant findings of the Corridor Conditions report, as well as input from agencies and the public. The Purpose and Need Statement should be consistent with MnDOT TPDP and guidance for crafting a Purpose and Need Statement, following the guidance for identifying primary and secondary needs, specific quantitative substantiating data, and additional considerations. The document should follow relevant FHWA Purpose and Need guidance.

Contractor will first prepare an annotated outline for the draft Purpose and Need Statement to be reviewed for concurrence by FHWA, State and county.

Contractor will then prepare the draft Purpose and Need Statement and participate in agency reviews. All comments on the draft will be logged and changes to the document in response described.

Contractor will update the draft Purpose and Need Statement to the final version at the conclusion of the Alternatives Evaluation process.

Contractor will facilitate and document the State and FHWA reviews of and concurrence with the Draft and Final versions of the Purpose and Need Statement.

Annotated outline of Purpose and Need Statement not required. Purpose and Need Statement will use data collection and analyses included under Task 4 (Transportation Needs and Evaluation Criteria Report). Additional data collection and analysis is not required. In this scenario, Purpose and Need Statement from Task 4.1 remains valid. Preparation of draft and final Purpose and Need Statement under this task is not required.

Deliverable:

1. Annotated outline for Purpose and Need Statement
2. Draft and Final Purpose and Need Statement
3. Facilitation of State and FHWA reviews and concurrence of Draft and Final versions

9.7. Evaluation Criteria

Contractor will develop a draft alternative evaluation criteria matrix and method for screening of the alternatives. The criteria should be drawn from the performance measures used to screen alternatives in the corridor evaluation for this project (Task 4), as well as other relevant measures that may be identified during the environmental process. Each criterion should be concisely described and include "good/fair/poor" thresholds.

Evaluation criteria prepared under Task 4.2 remains valid. Evaluation criteria matrix and method for screening of the alternatives under this task are not required.

Deliverable:

1. Alternative Evaluation Criteria Matrix and method description

9.8. Alternatives Analysis Development and Screening

Contractor will work with the Governmental Unit and State to develop the initial alternatives to be screened. The list will include but is not limited to the recommended alternatives from the Phase 1 corridor evaluation, as well as other alternatives that may be subsequently identified through additional analysis and engagement. The alternatives will be developed to a sufficient level of design detail for screening using the evaluation criteria agreed upon for the EA/EAW.

Contractor will then screen the alternatives based on the process developed and prepare a report describing the alternatives considered, the process developed to evaluate them, the results of the evaluation, and the alternatives recommended to continue to be evaluated.

The screening process must also include the No-Build alternative and a TSMO alternative of low-cost strategies to improve highway safety, efficiency and travel reliability.

Deliverable:

1. Screening Evaluation Matrix and memo

9.9. Preferred Alternatives Report

Contractor will describe in plain language the range of alternatives considered during the project development process, including the corridor evaluation and alternatives screening processes, to reach a Preferred Alternative. This may include narrative, layouts, cost estimates, traffic modeling and other relevant information. Contractor will also clearly describe the alternatives that were dismissed and the reasons for doing so.

The Preferred Alternative should be described in detail with an illustrative project layout. At a minimum, the Contractor will produce the following alternatives:

1. No-Build alternative
2. TSMO alternative
3. Preferred Alternative

Contractor will facilitate State and FHWA review and concurrence of the draft alternatives report.

Deliverable:

1. DRAFT Alternative Evaluation and Project Alternatives Report.
2. Facilitate State and FHWA review and concurrence of Project Alternatives Report.

9.10. Final Report

Contractor will produce a Final Report that summarizes the information and decisions of the environmental review process. Technical documents with detailed supporting information should be included as attachments. The Final Report package may be incorporated by reference in the final environmental documents.

Deliverables:

1. Final Report and attachments
2. Facilitate State and FHWA review and concurrence of Final Report

9.11. Anticipated Investigation and Analysis Tasks for EA/EAW

Contractor will provide the following services and information to support the environmental review process.

a) Contamination Investigation, and Hazardous Materials and Regulated Waste

A contamination investigation, hazardous materials and regulated waste analysis and regulated materials will be required. The analysis will consist of a Regulated Waste, Phase I and possibly a Phase II Environmental Site Assessment, sampling and testing. State OES will separately complete Regulated Waste, Phase I and II Site Assessment, sampling, and testing.

Contractor will add information from State's Regulated Waste, Phase I and II Environmental Site Assessments to the Environmental Documentation, as needed.

Phase I Environmental Site Assessment (ESA) and Phase II drilling investigation to be completed by State Contaminated Materials Management Team (CMMT). Regulated waste investigations to be completed by State Regulated Materials Management Team (RMMT). Results from CMMT and RMMT investigations to be summarized in environmental documents. Stand-alone hazardous material and regulatory report not required. Environmental Due Diligence (EDD) process to be completed by State Metro District ROW and State CMMT.

Deliverable:

1. Hazardous Material and Regulatory report.

b) Wetlands/Jurisdictional Water Resources Delineation and Impacts Report

Contractor will delineate jurisdictional wetlands and water resources for the project to complete Level 1 and Level 2 delineation and report. Contractor will use this information to determine the wetland impacts as related to the preferred alternative analysis and write up the physical impacts on water resources section of the environmental documents.

Wetland delineation task will be completed by the Contractor based on the following parameters:

1. Level 2 Field Wetland Delineation (Level 2 Delineation) will be completed by the Contractor within an approximately 200-foot-wide corridor centered on TH 55 from the intersection of Hennepin CSAH 19 to the intersection of County Road 118 (Arrowhead Dr) (Wetland Review Area).

2. Level 1 Office Wetland Delineation (Level 1 Delineation) not required and not included in this scope of work. Wetland boundaries for alternatives screening and evaluation included under Task 2.0.
3. Level 2 Delineation to be completed during the 2026 growing season as defined by the US Army Corps of Engineers (USACE) Wetland Delineation Manual.
4. Up to 84 wetland areas are present in the Wetland Review Area.
5. The Governmental Unit will obtain property access permissions for any private properties that need to be accessed to complete the Level 2 Delineation.
6. State is the Minnesota Wetland Conservation Act (WCA) Local Government Unit (LGU) for the portion of the Wetland Review Area within existing TH 55 ROW.
7. The City of Medina is the WCA LGU for the portion of the Wetland Review Area outside TH 55 ROW and within Medina limits.
8. The City of Corcoran is the WCA LGU for the portion of the Wetland Review Area outside TH 55 ROW and within Corcoran limits.
9. The City of Medina has a separate submittal form for WCA reviews.
10. The Governmental Unit is responsible for WCA review fees from the cities of Medina and Corcoran, if required.
11. Level 2 Delineation to be completed in up to ten trips by two Contractor staff in accordance with the 1987 Corps of Engineers Wetland Delineation Manual, the Midwest Regional Supplement to the USACE Wetland Delineation Manual, regulatory guidance, and WCA standards.
12. Wetland delineation fieldwork will be completed in accordance with Contractor safety standards.
13. Wetland boundaries will be recorded using a Global Navigation Satellite System (GNSS) receiver; flagging will not be placed around mapped boundaries.
14. Results of the Level 2 Delineation will be summarized in a Wetland Delineation Report.
15. The Governmental Unit will provide review of the Wetland Delineation Report prior to submittal to the WCA LGUs and USACE.
16. One onsite Technical Evaluation Panel (TEP) meeting will be held, to be attended by one Contractor staff person.
17. The Level 2 Delineation and preliminary design will be used to determine potential wetland impacts, which will be summarized in a Wetland Two-Part Finding form.
18. This scope does not include WCA, USACE, Department of Natural Resources (DNR), or Minnesota Pollution Control (MPCA) permitting.

Deliverables:

1. Level 2 Delineation report
2. WCA/USACE Joint Application Form for wetland delineation
3. Final wetland and other aquatic resource boundaries in ArcGIS or CADD format
4. Wetland Two-Part Finding

c) Benefit-Cost Analysis

Contractor will prepare a benefit-cost analysis for alternatives (No-build, TSMO, and Preferred Alternatives) following the steps outlined on the State Benefit-Cost Analysis for Transportation Projects website: http://www.dot.State.mn.us/planning/program/benefitcost.html#section3.

Contractor will prepare benefit-cost analysis for one preferred alternative. If the benefit-cost ratio for the preferred alternative is less than 1.0, then the State will obtain approval from the District Engineer and prepare a memorandum documenting this decision for the project file. Benefit-cost analysis technical memorandum will be reviewed by State and included as an appendix to the environmental documents. Stand-alone FHWA review and concurrence not required.

Deliverable:

1. Benefit-Cost Analysis report
2. Facilitate State and FHWA review and concurrence

d) Flood Plain Assessment

Contractor will complete a Flood Plain Assessment as described by the guidance at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=608948

Hydraulic analysis included under Task 16 (Stormwater Design).

Deliverable:

1. Flood Plain Assessment report

e) Section 4(f)

Identify any 4(f) resources adjacent to State ROW in the project area. Section 4(f) documentation write up will follow the Individual Section 4f Evaluation process. Confirming the Individual Section 4(f) requirement will be a concurrence point.

Contractor will be responsible for working with FHWA to determine Section 4(f) impacts, a Section 4(f) documentation, complete Section 4f write up, and coordinate 4(f) evaluation.

f) Visual Quality Impact Assessment

Contractor will identify and list the impacts to the existing visual resources, the relationship of the impacts to potential viewers of and from the project, as well as, measures to avoid, minimize, or reduce the adverse impacts.

Contractor will produce a Visual Impact Assessment. Where the potential exists for visual quality impacts, report will explain the consideration given to design quality, art and architecture in the project planning. Visual renderings will be produced as necessary.

Visual Impact Assessment included under Task 17 (Visual Quality). Visual Impact Assessment to be reviewed by the Governmental Unit and State. Visual Impact Assessment to be summarized in environmental documents and included in environmental document appendices. Concurrence with state and federal agencies not required.

Deliverables:

1. Visual Quality Impacts Assessment report
2. Concurrence with state and federal agencies

g) Traffic

Contractor will draw on the traffic conditions and forecast information produced during the Corridor Evaluation (Phase 1) to respond to the traffic-related questions in the State EAW. The Contractor will also produce a report that explains how the No-build, TSMO, and Preferred Alternatives address the

Purpose and Need Statement using data from traffic modeling. The report should include plain language narrative, tables and illustrative exhibits.

Includes write-up for State EAW Item 20 (Transportation). Data collection and analysis for traffic conditions and forecasting included under Task 3 (Transportation Conditions). Additional traffic data collection and analysis is not required for environmental documents. Rationale that explains how the Preferred Alternative address the Purpose and Need Statement included under Preferred Alternative Report task. Stand-alone traffic report not required.

Deliverable:

1. Traffic report

h) Air Quality

Contractor will respond to the questions in the State EAW for Air following the Air Quality guidance and template text outlined in MnDOT TPDP. Contractor will consult with Metro District Air Quality as needed. Contractor will prepare write-up for this section of the draft and final EA/EAW based on information from the tasks above.

Includes qualitative assessment of National Ambient Air Quality Standards (NAAQS) and mobile source air toxics (MSATs). Quantitative modeling of carbon monoxide or MSATs not required. Stand-alone air quality report not required.

Deliverable:

1. Air quality report

i) Greenhouse Gas/ Minnesota Infrastructure Carbon Estimator (MICE) Analysis

For the State EAW only, Contractor will provide GHG analysis services using the MICE tool and guidance provided at: Greenhouse Gas Emissions Analysis - Sustainability and Public Health.

Deliverables:

1. Excel file of MICE analysis.
2. GHG MICE estimation report

j) Noise impacts

Contractor will respond to noise-related the questions in the State EAW following the State TPDP guidance for noise analysis. Contractor will coordinate with the Metro District Noise Coordinator as needed. Contractor will prepare write-up for this section of the draft and final EA/EAW based on information from the tasks above.

Contractor will prepare the traffic noise analysis based on the following parameters:

1. Project is a Type 1 project under 23 CFR 772, requiring traffic noise analysis.
2. Traffic noise analysis based on 2017 State Noise Requirements, or the latest State policy.
3. Traffic noise modeling to be completed using FHWA's Traffic Noise Model (TNM) version 2.5.
4. 24-hour classified vehicle counts for the noise analysis can be retrieved from State Vehicle Class Location #8785 (east of the project area). The use of segment-based volumes (not the use of intersection turning movement counts) needed.

5. Loudest hour analysis of three candidate hours (AM, midday, and PM). Adjustments for seasonal variation in traffic volumes required.
6. Field measurements at six representative locations in the project area. To be completed in one site visit. Field measurements validate with computer model results - no model adjustments or additional field measurements are required.
7. Assessment of interior noise levels not required.
8. There are no existing noise walls within the project area.
9. Contractor will prepare noise modeling for existing conditions, future No Build Alternative, and one Build Alternative (preferred alternative) with no adjustments for seasonal variation in traffic volumes.
10. Contractor will prepare a traffic noise/land use planning analysis at three locations throughout the project area.
11. Contractor will model noise walls at five locations in the project area. Noise wall solicitation of benefited receptors not required.
12. Contractor will coordinate one round of State and Environmental Modeling and Testing Unit (EMTU) review of the noise report.
13. Completion of State Noise Report and Modeling Accountability Checklist.

Deliverables:

1. Draft and Final Traffic Noise Analysis Report
2. State Noise Report and Modeling Accountability Checklist
3. TNM files

k) Community considerations

Contractor will present socio-economic and population demographic data for the project area and perform analysis to identify potential or likely adverse impacts to residents, businesses, community facilities and/or organizations.

Socio-economic and demographic data for project area and analysis of impacts to residents, businesses, community facilities and/or organizations described in environmental documents. Stand-alone community and business considerations report not required.

Deliverable:

1. Community and business considerations report

l) Active transportation considerations

Contractor will describe how the alternatives considered (No-build, TSMO and Preferred Alternatives) would affect the quality and characteristics of pedestrian and bicycle facilities with respect to safety, convenience and comfort of active transportation users. Contractor should first present a brief memo explaining the data and method(s) that will be used for this analysis.

Deliverables:

1. Active transportation analysis method memo
2. Active transportation analysis

m) Livability

Contractor will consult with the Metro District Environmental Documentation Office and the State OES to update the Livability report produced during Phase 1 to develop a method for reporting and evaluating the impact of alternatives on the people, businesses and quality of life in the project area for reporting in the federal EA and State EAW documents.

Deliverable:

1. Livability report

n) Local business impacts

Contractor will report common measures of existing local business activity (i.e., sales, numbers of customers, employment) in the project area. Contractor will assess the potential benefits and adverse impacts on local businesses that could occur as a result of each of the alternatives, as well as construction-phase impacts of each alternative and possible strategies to mitigate adverse construction impacts.

Commercial/office/industrial land uses in the project study area and business access to TH 55 will be summarized in the environmental documents. Business relocations, if any, will be identified in the environmental documents. Temporary impacts to businesses during construction will be described in the environmental documents. Business outreach and communications included under Task 20 (Public Involvement. Stand-alone local business impacts report not required.

Deliverables:

1. Local business impacts report

o) ROW Impacts

Contractor will identify the number of parcels and estimated area of additional State ROW needed from each and in total for the corridor that would likely be needed for each of the alternatives.

Contractor will use this information to prepare the text for the environmental document that addresses: Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and 49 CFR Part 24; discussion of relocation assistance; and discussion of replacement housing/business location availability.

ROW impacts and relocations to be summarized in environmental documents. ROW impact figure included environmental document appendices. Stand-alone ROW impacts report not required.

Deliverable:

1. ROW impacts report with maps showing parcel-by-parcel estimated impacts

p) Section 106 Review (Cultural Resources)

State's CRU will perform the cultural resources reviews for the project, including archaeology or architectural history surveys that CRU determines necessary, for completion of the Section 106 process. Contractor will use that information to write the cultural resources section of the environmental documents. CRU and State's Historical Preservation Office correspondence will be included as an appendix to the environmental document.

State CRU to prepare Phase I and Phase II architectural history and archaeology surveys. State CRU to prepare Section 106, Minnesota Historic Sites Act, and Minnesota Field Archaeology Act findings and submit to State Historic Preservation Office (SHPO) for concurrence. State CRU will prepare a no adverse

effect finding to historic resources and concurrence by SHPO. State CRU will complete full consultation and Section 106 Memorandum of Agreement (MOA) with SHPO and consulting parties, if required.

Deliverable:

1. Cultural resources impact report

q) Section 6(f)

Contractor will determine if there are any areas within project limits where LAWCON funds were used in the construction of park land. Contractor will write up those findings in the environmental document.

Deliverable:

1. Section 6(f) impacts report

r) Threatened and Endangered Species

State will supply correspondence regarding state and federally-listed species or designated critical habitat within the project area and, if necessary, provide more detailed analysis during the EA process. If a determination of effect cannot be made prior to public review of the EA/EAW, the EA should describe the coordination between agencies and steps being undertaken to reach a determination.

Contractor will be responsible for coordinating with environmental offices to complete the Federal and State Threatened and Endangered Species sections of the EA/EAW.

Planned activities to make a Section 7 Endangered Species Determination include:

1. Bat, bumble bee and mussel survey
2. Biological opinions for each species with an adverse impact
3. Consultation with USFWS

Completion of required threatened and endangered species surveys will be determined upon review of initial information and assessment of State OES.

Section 7 Endangered Species Act determination to be completed by State OES. Habitat surveys, if required, to be complete by State OES. Informal consultation needed with USFWS by State OES. Formal consultation with biological opinion and biological assessment not required. OES and USFWS correspondence to be summarized in environmental documents and included in environmental document appendices. Stand-alone threatened and endangered species report not required.

Review for state-listed threatened and endangered species to be completed by State Liaison as part of ENM process Surveys for state-listed species or critical habitat will be completed by State. Avoidance plans or State DNR incidental take permit not required. State Liaison response to ENM to be summarized in environmental documents and included in environmental document appendices.

Deliverable:

1. Threatened and Endangered Species report

10. Preliminary Design of the Recommended Alternative

Develop a preliminary design of the Recommended Alternative (approximately 30% design completion) through its continued refinement. Develop a geometric layout for the study corridor that meets state design standards, the Purpose and Need Statement, and the goals of local, County, and State plans.

10.1. File Formats

a. Conceptual geometric layout: PDF
b. Preliminary geometric layout and profiles, including centerlines, curb/flow lines, sidewalks, bike lanes: PDF
c. Final certified geometric layout and profiles: PDF
d. Microstation files to meet State drafting guidelines: DGN

10.2. Standards and Guidance

a. MINN. STAT. 161.162, Subd. 2 (https://www.revisor.mn.gov/statutes/cite/161.162)
b. Highway Project Development Process (HPDP)/Minnesota Department of Transportation: Geometric Layouts (state.mn.us).
c. Access Management Manual (http://www.dot.state.mn.us/accessmanagement/resources.html)
d. Road Design Manual (https://roaddesign.dot.state.mn.us/roaddesign.aspx)
e. Facilities Design Guide (https://roaddesign.dot.state.mn.us/facilitydesign.aspx)
f. Standard Plans (https://standardplans.dot.state.mn.us/StdPlan.aspx)
g. Standard Plates (https://standardplates.dot.state.mn.us/StdPlate.aspx)
h. Load and Resistance Factor Design (LRFD) Bridge Design Manual (http://www.dot.state.mn.us/bridge/lrfd.html)
i. Traffic Engineering Manual (http://www.dot.state.mn.us/trafficeng/publ/tem/index.html)
j. Minnesota Manual on Uniform Traffic Control Devices (MN MUTCD) (http://www.dot.state.mn.us/trafficeng/publ/mutcd/index.html)
k. State Aid Manual (http://www.dot.state.mn.us/stateaid/manual.html)
l. Traffic Engineering Publications (http://www.dot.state.mn.us/trafficeng/publ/index.html)
m. Technical Memoranda (https://techmemos.dot.state.mn.us/techmemo.aspx)
n. Geometric Layout Development (Geometric layout development [PDF] [state.mn.us])
o. Complete Streets Handbook Complete Streets Handbook
p. Bicycle Facility Design Manual (www.dot.state.mn.us/bike/bicycle-facility-designmanual. html).

10.3. Refine Recommended Alternative

Contractor will:

a. Review the Corridor Evaluation and Recommended Alternative Reports.

b. Perform additional analyses of the Recommended Alternative as needed to support State and federal environmental document screening requirements, which may include but are not limited to: safety, mobility, connectivity, cost estimation, environmental, infrastructure, local stakeholder support, and GHG emissions. Additional and/or alternate analyses may be proposed to improve efficiency and control costs for this task.

c. Determine if the Recommended Alternative meets (or has the potential to meet) threshold(s) for highway capacity expansion project(s) under Sec. 174.01 MN Statutes Subd 3. Greenhouse gas emissions targets. If necessary, Contractor will apply State Transportation Greenhouse Gas Emissions Impact Assessment to estimate GHG emissions over a period of 20 years and the net change in vehicle miles traveled (VMT) resulting from the Recommended Alternative. The results should be considered in scope/design changes and impact mitigation measures that may be required. Analysis needs input and coordination from State regarding the Impact Assessment tool.

10.4. Prepare Conceptual Geometric Drawings

Contractor will:

a. Evaluate the Recommended Alternative and provide further refinements on engineering design details, including design parameters, potential design exceptions, traffic operations, and safety.

b. Coordinate with the Governmental Unit, Hennepin County, State, local governments, and other stakeholders to understand potential land use changes and/or redevelopment sites and refine Recommended Alternative to accommodate potential land use changes.

c. Coordinate with State on planned or programmed infrastructure, maintenance, asset management or other related changes to the roadway.

d. Coordinate with State, Metropolitan Council Environmental Services (MCES), cities and utility companies to understand the location of existing utilities. Conceptual geometric drawings should identify utilities that would need to be relocated. Steps 1-3 of the utility coordination process will be conducted to coordinate utilities.

e. Prepare conceptual geometric drawings for the Recommended Alternative for State review.

f. Prepare preliminary cost estimate for the Recommended Alternative.

g. Concept drawing(s), which are not required to be in CADD format, but which must include:

    1) Alignments
    2) Profiles
    3) Two-dimension line work
    4) Preliminary cost estimates

10.5. Visualizations

Contractor will produce maps, photo simulations, or other visual aids suitable for non-technical audience presentations and discussions. Contractor will create one fly-through video that demonstrates the existing vs proposed preferred alternative design. Deliverables will be a video rendered at 1920x1080p (full HD) 30fps using h.264 compression delivered as MP4.

10.6. Prepare Preliminary Geometric Layout and Profile

Contractor will:

a. Prepare a preliminary geometric layout based on the selected Preferred Alternative, using the results of public engagement and other technical analysis, for State review. Preliminary geometric layout will be used to coordinate design details with State and determine the correct design application of design features. Preliminary geometric layouts must include enough detail to understand design approach.

b. Prepare and submit a preliminary construction cost estimate for the layout. The preliminary cost estimate will include costs for major construction items, project contingency representing expected but non-quantified costs, and risk identified.

Preliminary Geometric Layout components must include:

a. Profile(s)
b. Draft pedestrian ramp configuration
c. Draft Pedestrian Access Route (PAR)
d. Sidewalks, bikeways, and /or side-paths (i.e., shared use paths)

e. Proposed design vehicle turning movements
f. Proposed control vehicle turning movements
g. Initial 3D design model
h. Design vehicle determination
i. Layout Content Review
j. Preliminary drainage design

10.7. Conduct Metro Layout Review Committee Review of Preliminary Design Layout

Contractor will:

a. Coordinate with Metro Layout Review Committee to obtain agreement on the final design approach to meet project objectives.

Deliverable:

a. Formal final design approach concurrence from Metro Layout Review Committee in trackable format (memo or correspondence)

10.8. Conduct State Geometric Design Support Unit (GDSU) Review of Recommended Alternative Layout

Contractor will:

a. Coordinate with the GDSU to obtain agreement on the final design approach to meet project objectives.

Deliverable:

a. Formal final design approach concurrence from GDSU in trackable format (memo or correspondence)

10.9. Conduct FHWA Preliminary Layout Coordination (if necessary)

If State determines it is necessary, coordinate with State and FHWA MN Division to obtain agreement on the final design approach.

10.10. Prepare Final Geometric Layout and Profile

Contractor will:

a. Prepare a final geometric layout, based on the preliminary geometric layout, representing all applicable information identified in the GDSU Content Review form Geometric Layouts - Guidance - Project Development

b. Coordinate comments received from GDSU with State input and direction. Contractor will incorporate resolved comments into a final geometric layout and profile. The final geometric layout will be used to document recommended alternative for the final design approach.

c. Refine the preliminary cost estimate to reflect changes in the final geometric layout. Components in the final geometric layout cost estimate includes costs for major construction items, project contingency representing expected but non-quantified costs, and risk identified. The cost estimate is not expected to be in the form of a Statement of Estimated Quantities (SEQ) cost estimate and may be in any format that provides an appropriate cost estimate at this project stage.

d. Submit a project funding map that identifies project components with different funding configurations. The funding map will follow the guidelines shown in this document SEQ Guidance (PDF) (state.mn.us).

e. Determine the funding arrangement for the project.

10.11. Deliverables:

a. Final layout content review form
b. Final geometric layout and profile
c. Final geometric layout cost estimate
d. Layout content review form
e. Project funding map

1. Revise and Sign Geometric Layout

Contractor will:

a. Coordinate comments received from GDSU based on final geometric layout review with State for incorporation.
b. Incorporate resolved comments into the final layout prior to signature.
c. Finalize layout construction cost estimate based on resolved comments.

2. Deliverables:

a. Final certified staff-approved layout
b. Final geometric layout cost estimate to construct

11. Design Memorandum/Exceptions

Prepare the design memorandum documenting design decisions and approved design exceptions for a project. The design memorandum will account for all exceptions to the controlling design criteria identified in the road design manual and/or the facilities design guide. The design memorandum will list all design standards for a project.

11.1. Standards and Guidance

Includes but not limited to:

a. Geometric Design Geometric Layouts - Guidance - Project Development
b. Geometric design standards, exceptions Geometric Design and Layout Development
c. Road Design Manual Manuals
d. Facilities Design Guide Facility Design Guide
e. TPDP Project Development
f. Design Memo Template Design Resources - Geometric Design and Layout Development

11.2. Prepare and Approve Design Memo

Contractor will:

a. Use the State Design Memorandum Template to identify all design criteria. The design criteria will be dependent on project type, reflect applicable project and State standards, and be recorded in the project-specific design memorandum.
b. Identify any portions of the project not meeting the controlling design criteria based on project type and standards and provide justification.

Deliverables:

a. Draft and Final Design Memorandum

12. Construction Limits

Prepare construction limits that identify project impacts identified by the Recommended Alternative. Development of construction limits will be utilized for the taking of ROW required for project construction and also to determine contaminated materials investigation need.

12.1. Standards and Guidance

ROW Manual (http://www.dot.state.mn.us/row/rowmanuals.html)

12.2. Prepare Preliminary Cross-Sections

When a staff-approved geometric layout is required for a project, Contractor must develop preliminary cross-sections as the final geometric layout is being developed. Contractor will:

a. Prepare and submit preliminary cross-sections based on initial project design analysis,
b. including primary typical sections, preliminary profiles, and preliminary alignments.
c. Prepare and submit a draft construction limits map based on the developed preliminary
d. cross sections.

Deliverables:

a. Preliminary typical cross-sections
b. Draft construction limits map

12.3. Review and Revise Preliminary Cross-Sections

Contractor will:

a. Prepare and submit update cross-sections based on State reviews of preliminary cross-sections, design elements, and geometric design guidelines. Cross-sections must be modified to reflect changes due to comments on alignments, profiles, or roadway geometry as well as design refinements through project development.

Deliverable:

a. Revised cross-sections

12.4. Prepare and Submit Preliminary Construction Limits

After final review by the State, preliminary construction limits must be submitted concurrent with the final geometric layout for signature. Contractor will prepare and submit preliminary construction limits for ROW acquisition. Contractor must utilize and include the following, as applicable, when determining construction limits:

a. Final typical sections
b. Approved roadway profiles
c. Final roadway alignments
d. Special ditch grades
e. Stormwater management features
f. Final cross-section information
g. Stormwater treatment and/or rate control facilities
h. Utility relocations
i. ADA requirements

Deliverable:

a. Preliminary construction limits map

13. ICE

Contractor will complete ICE's at up to four locations for existing conditions, the future No-build and Recommended Alternative. Locations to be proposed by Contractor.

13.1. Standards and Guidance

The ICE must be completed in accordance with the MN MUTCD and Minnesota Intersection Control Evaluation Manual. Items to be addressed include:

a. Historical crash data (past 10 years)

b. Example ICE reports of similar level of detail (if requested).

c. Existing traffic signal timing information (if requested).

d. Forecasting information, including travel demand model, and studies relating to any future land use plans or other data to support the development of traffic volume forecasts.

e. StreetLight data

f. Previously completed analysis at the study location

g. Engagement summaries from public engagement activities

h. Previously collected multimodal intersection movement counts.

3. Milestones Review

Contractor will coordinate the multiple tasks to be completed prior to initiation of the ICE review.

13.2. ICE Review Process and Report

Contractor will:

a. Schedule and facilitate ICE kickoff meeting with the Governmental Unit and designated staff to determine project details and establish appropriate contact personnel.
b. Develop database and exhibits for turning movement count data.
c. Document a field assessment including intersection geometry, utilities, operations, access, and other factors that may influence the design alternatives.
d. A large-scale map (1 inch = 500 feet) showing the intersection in relationship to nearby roadways, access points, or other significant land uses.
e. An existing conditions aerial layout (1 inch = 50 feet) of the intersection identifying lane configuration, shoulders, medians, pedestrian and bicycle facilities, ROW limits, access driveways, buildings, drainage structures, posted speed limits, and current intersection traffic control.
f. A review of the most recently available 5-year historical crash data and safety analysis that includes developing a collision diagram, calculating the safety metrics: crash rate, critical rate, critical index, Fatal and Severity Rate (FAR), FAR rate, and FAR index, and determining the main contributing factors for the crashes. Analysis should include a distribution of factors by Focus Areas identified in the Strategic Highway Safety Plan (SHSP) and how the project will incorporate the SHSP Strategies and Tactics to improve the safety at all intersections

g. AM and PM peak hour traffic operations analyses for existing conditions and document key measures of effectiveness including delays, LOS, and 95th percentile queue lengths.
h. A review and high-level analysis of StreetLight data for autos, bicycles, and heavy vehicles/freight to understand general travel patterns along and across the corridor.
i. Prepare a draft and final ICE report documenting the traffic operations and alternative selection process for review and approval.
j. Identify preliminary cost participation estimates for each jurisdiction based on the final ICE report. Draft cost participation agreement with local jurisdictions.

13.3. Deliverables:

a. Field assessment documentation
b. Study Area, Corridor and Intersection exhibits
c. Exhibits of traffic volume data and comparison for three collection intervals
d. 5-year crash analysis summary
e. Existing traffic operations summary
f. StreetLight analysis and exhibits
g. Draft and final ICE report for nine study intersection along TH 55
h. Identify preliminary cost participation estimates and draft cost participation agreement with local jurisdictions.

13.4. Corridor Capacity Analysis

Contractor will complete a capacity analysis using VISSIM for No-Build and Recommended Alternative.

The modeling limits for the analysis are listed below.

a. TH 55 from Townline Road to CSAH 101 (Medina, MN)

The Contractor will model and analyze the following scenarios for AM and PM peak period conditions:

a. 2024 Base Conditions.
b. 2030 Opening Year No Build scenario.
c. 2030 Opening Year Recommended Alternative scenario.
d. 2050 Design Year No Build scenario.
e. 2050 Design Year Build scenarios (maximum of 3 scenarios).

The modeling will conform to the current “MnDOT Modeling Guidelines” and “CORSIM Calibration Parameters”. The modeling will conform to the modeling process outlined in the current “Advanced CORSIM Modeling Manual”. These are available by request.

Intersection control and geometric improvements will be evaluated in VISSIM for signals and other intersection treatments that may be included in the Recommended Alternative. Contractor will review and utilize the future volume forecast growth as appropriate from the planning study and assumed to be 2050.

Contractor will:

a. Review Corridor Evaluation traffic forecasts to determine appropriate growth rates to apply to updated existing data (for future 2030 and 2050 conditions analysis).
b. Develop calibrated 2024 Base Conditions models for both the AM and PM peak hour.
c. Develop AM and PM peak hour models for the 2030 and 2050 No Build scenarios.
d. Develop AM and PM peak hour models for the 2030 Recommended Alternative scenario and the 2050 Build scenarios.

e. Prepare and submit a Traffic Analysis Report that documents the modeling process. Document key measures of effectiveness including delays, intersection LOS, average queue lengths, and 95th percentile queue lengths.
f. Determine expected crash rates for the alternative intersections using Crash Modification Factors (CMF). The expected crash rates will be used in conjunction with the forecast daily entering volumes for the study intersection(s) to estimate the number of crashes for each intersection alternative. Document the expected crash rates for each alternative and the benefit to intersection.
g. Analyze and document the pros and cons of alternatives in terms of pedestrian and bicyclist accommodations, safety, and accessibility. Conduct a Design Flag Assessment of the existing and intersection alternatives, including review of previously conducted assessments as available. This will include evaluation of conflict points, pedestrian exposure, and will be calculated for each signalized intersection and corridor segment.
h. Contractor will develop concept cross-section sketches to support the alternatives screening process for up to eight alternatives.
i. Contractor will develop preliminary cost estimates for up to eight alternatives, including costs for major construction items, project contingency representing expected but unquantified costs, and risks identified. The preliminary cost estimate will be used as a tool to help determine a preferred project alternative.
j. Conduct a cost-benefit analysis accounting for the user delay (considering driving, walking, biking, and transit) and crash-reduction benefits for each alternative. Cost-benefit analysis should breakout the cost-benefit of delay and safety separately and provide a combined analysis so that analysis clearly shows how much benefit is being derived from safety as compared to user delay of various modes. Prepare a Benefit- Cost Analysis Memorandum documenting the methodology and results of the benefit-cost analysis.
k. Schedule and facilitate two alternatives analysis meeting with the Governmental Unit and PMT to review the results of the corridor capacity analysis.

13.5. Deliverables:

a. Traffic Analysis Report
b. Expected crash summary for alternatives
c. Summary of multi-modal pros and cons for each alternative
d. Concept cross-section sketches and preliminary cost estimates (up to 8 alternatives)
e. Benefit-cost analysis results and memorandum
f. Agenda, materials, and summary for alternatives analysis meeting

14. Municipal Consent Investigation and Preparation

This task involves investigation and preparation information for the process of obtaining municipal consent if required for a Recommended Alternative. Municipal consent would be determined by each city(ies) passing a resolution of support. Municipal consent is not required for maintenance activities or construction or installation of traffic safety measures (MN Statutes, section 161.163, subdivision 2) such as those that regulate traffic, install traffic control devices, or other safety measures.

14.1. Investigate Municipal Consent Requirements

After review of the layout, Contractor will prepare an opinion on whether or not Municipal Consent will be required for the project. Opinion should be in the format described in State Municipal Consent Project Development guidance.

14.2. Prepare and Send Municipal Consent Package to Cities

Contractor will prepare the municipal consent request package, which must include:

a. Request letter
b. Final geometric layout (use statute language)
c. Cost estimate identifying the city's share of the project cost
d. Project purpose
e. Route location
f. Short description of the proposed design of the highway
g. Additional supporting data that may not be known

Contractor will facilitate and attend up to three meeting(s) with the city(s) to: Present Final Layout and project cost including city's cost share.

Deliverables:

a. Municipal consent package
b. Meeting materials, agenda, and meeting summary for each meeting

15. Stormwater Design

15.1. Stormwater Drainage Design Plan

It is expected that Contractor has prior experience on highway construction projects performing water resources engineering tasks, including the use of Open Roads Designer (ORD) Drainage with Bentley Software, GIS, Hydro CAD, Storm Water Management Model (SWMM), and other stormwater software.

Contractor will:

a. Identify applicable requirements and permits, including those from local Watershed Management Association, State, and other involved agencies.
b. Produce a preliminary drainage design plan for the No-build and Recommended Alternative
c. A preliminary drainage design plan should identify the requirements for stormwater management. This plan requires a feasible method of conveyance of the stormwater and an acceptable stormwater treatment design. This is required to identify potential locations for stormwater management facilities.

15.2. Stormwater Stakeholder Meetings

Contractor will lead and facilitate meetings for the stormwater design of the project. Close coordination with these agencies to develop ponding locations and stormwater treatment design and methods will follow close coordination with these agencies.

15.3. Stormwater Guidance

a. Current version of the NPDES Construction Stormwater Permit
b. MPCA Minnesota Stormwater Manual
c. Minnesota DNR Best Practices for Meeting DNR
d. General Public Waters Work Permit
e. FHWA Hydraulic Design Series No. 4, Introduction to Highway Hydraulics
f. FHWA Hydraulic Design Series No. 5, Hydraulic Design of Highway Culverts
g. FHWA Hydraulic Engineering Circular Number 14 (HEC-14), Hydraulic Design of Energy
h. Dissipators for Culverts and Channels
i. FHWA Hydraulic Engineering Circular Number 15 (HEC-15), Design of Roadside Channels
j. with Flexible Linings

k. FHWA Hydraulic Engineering Circular Number 22 (HEC-22), Urban Drainage Design Manual
l. Local Watershed Management Organization stormwater rules.
m. Other identified during discovery by Contractor.
n. MnDOT Facility Design Guide.

15.4. Stormwater Standards

a. Stormwater Storage and Treatment Systems:

i. Construct all stormwater treatment and storage systems with a minimum of two feet of vertical freeboard above the high-water level (HWL) of a 100-year, 24-hour storm event to the berm crest (continuous flat surface).

ii. Construct berm crest width of five feet, minimum.

iii. Provide a wet pretreatment basin/cell upstream of all infiltration and filtration systems unless another method is approved by State Metro District Water Resources Engineer.

iv. Underground structural stormwater storage and/or infiltration facilities will not be approved on this project, unless approved by the District Water Resources Engineer.

b. Wet Stormwater Ponds and Filtration Basins:

i. Linear stormwater ponds and filtration basins if they are located within a very high or a high-vulnerability area of a Drinking Water Supply Management Area (DWSMA), within an Emergency Response Area (ERA), or located within contaminated soils.

ii. Provide a minimum of depth from the normal water level (NWL) to the pond bottom

iii. Provide a 1:10 (V:H) bench extending from a wet pond NWL a minimum of 10 feet horizontally into the pond. Above the NWL, slopes must be no steeper than 1:3 (V: H) with 1:4 slopes preferred.

iv. Base filtration rates for the design of the filtration basin on the MPCA Stormwater Manual. Base ponding depth within the filtration basin on the design filtration rate and a maximum 48-hour drawdown period of at least three feet and a maximum depth of 10 feet.

c. Infiltration Basins:

i. Infiltration basins will not be located within a very high or a high-vulnerability DWSMA or within an ERA. For proposed infiltration within other DWSMA vulnerability areas, written approval must be received from the corresponding City.

ii. Infiltration is not permitted in areas with soil or groundwater contamination, karst, within three feet of a regional groundwater table, in Hydrologic Soil Group D, where soil infiltration rates are more than 8.3 inches per hour without modification, within 200 feet of a private water supply well, within 100 feet from a septic system, or within 100 feet of buildings or building foundations.

iii. Base infiltration rates for the design of infiltration basins on measured infiltration rates along with the MPCA Stormwater Manual correction factor. Alternatively, use the MPCA Stormwater Manual design infiltration rates for the applicable soil texture.

iv. Provide an overflow to establish the maximum water quality ponding depth to achieve the required maximum 48-hour drawdown period.

d. Hydrologic Methods:

i. Design the drainage system so pre-project conditions are not exceeded for flood damage potential.

ii. Design stormwater storage and treatment facilities using the Atlas.

All deliverables must be prepared using an approved drainage design software (see attachment).

15.5. Preliminary Stormwater System Analysis

Contractor will compile available water resources-related information, regulatory requirements applicable to the project, and develop a water resources design criteria summary document. The summary document must include and identify:

a. Existing stormwater drainage plans, models, and survey data including available data on culverts, ditches, storm sewer systems, and stormwater treatment systems within the project area.

b. Information collected during the field survey relating to existing conditions.

c. Available soil conditions where infiltration, filtration, and wet ponds are. Identify the source(s) of the data including web-based data, soil borings, and other.

d. Water resources issues including, but not limited to, areas with historically inadequate drainage (e.g., known flooding areas, citizen-identified concerns, and complaints), environmentally sensitive areas, localized flooding, and maintenance problems associated with drainage, erosion areas, high groundwater table areas, areas known to contain contaminated soil or water, karst areas, ERAs, and DWSMAs including the degree of vulnerability of each DWSMA throughout the project area.

e. Volume control and water quality requirements as imposed by federal and State government regulations, MnDOT District Hydraulic Guidelines, watershed district and/or watershed management organization standards and rules, and any local governmental unit standards and rules.

Contractor will prepare drainage overview map(s) for the project area including:

a. Existing and proposed drainage features including, but not limited to, culverts, ditches, storm sewer, outfalls, drop inlets, catch basins, wet ponds, dry ponds, infiltration basins, and filtration basins. Available municipal drainage system information must be included.

b. All waters within 1 mile of the project that receive project runoff: public waters, outstanding resource value waters, special waters, and impaired waters.

c. Federal Emergency Management Agency (FEMA) Floodplain boundaries, Watershed District flood elevations and/or floodplain boundaries, National Wetlands Inventory (NWI) wetland boundaries, jurisdictional ditches, karst areas, ERAs and DWSMAs, and other relevant drainage system information including agricultural drainage tile systems within and adjacent to the project area.

s) Deliverables:

a. Water resources design criteria summary, including all standards which are to apply for the project.

b. Drainage overview map(s) for existing conditions, the map is to demonstrate stormwater challenges in the corridor.

15.6. Preliminary Stormwater Design

Contractor will:

a. Develop preliminary pond sizes based on water quality requirements. Ponds will be designed as National Urban Runoff Program (NURP) ponds based on anticipated soil types in the project corridor that are not feasible for infiltration. It is assumed that the NURP ponds will provide adequate rate control. No hydraulic modeling or rate control analysis is required.

b. Prepare a preliminary stormwater system design and a corresponding preliminary stormwater technical memorandum. The technical memorandum must include documentation of the preliminary design, including how the meets the requirements identified in the water resources design criteria summary document. The memorandum must provide documentation of the following:

i. Total disturbed soil area, existing and proposed impervious area, reconstructed impervious area, and resulting regulatory requirements for volume control and water quality treatment.

ii. Preliminary sizes and locations of culverts, storm sewer trunk lines, and outfalls.

iii. The location and preliminary invert elevations of each culvert and outfall.

iv. Preliminary location, surface area, and treatment volume depth of potential stormwater treatment systems including preliminary grading sufficient to establish construction preliminary limits.

v. Preliminary construction limits for all drainage system facilities and stormwater treatment systems.

vi. Drainage tile system impacts and required connections and rerouting.

vii. How the preliminary drainage system design will preserve existing drainage patterns wherever possible unless approved by the District Water Resources Engineer.

viii. Coordination with the State Bridge and Utilities Office and District Water Resources Engineer.

t) Deliverables:

a. Water quality needs table for each corridor layout proposed.

i. Stormwater Treatment Design Summary

i. Drainage overview map(s) for proposed conditions

iii. Preliminary stormwater technical memorandum

15.7. Request Soil Borings/Piezometers

Contractor will prepare a request for a soil boring investigation for the potential stormwater treatment system locations identified in the preliminary technical memorandum. The request must include a map of the requested stormwater treatment systems and the preferred location(s) of borings within each treatment system including:

a. The required number of borings at each location needed to accurately characterize the soil conditions for the intended design and to satisfy any applicable regulatory requirements.

b. The required depth of the borings to identify groundwater and saturated soil conditions.

c. A description of any soil sample collection and testing required including test methods.

d. Provisions and details for installation and monitoring of piezometers

u) Deliverables:

a. Map of potential stormwater management facilities and boring needs

15.8. Preliminary Culvert Design and Hydraulic Analysis

Contractor will develop hydraulic reports consisting of a hydraulic letter, risk assessment (if over 48 inches in diameter), and supporting documentation/electronic model input and output files for culverts within a FEMA floodplain. Existing hydraulic models will be provided by the Watersheds and/or DNR. Contractor computations, designs, and recommendations will be consistent with design practices as outlined herein.

Contractor will identify any water resources issues at the selected locations, including areas with historically inadequate drainage (flooding or citizen complaints), environmentally sensitive areas, and areas with drainage-related maintenance concerns. Consult with District Hydraulics/PM for information related to flooding, debris, and environmental concerns.

Contractor will identify specific project area requirements from applicable water resource agencies, such as watershed district requirements. No impacts to upstream flood control structures are permitted.

Contractor will perform hydrologic analyses and follow design methodology as prescribed by the MnDOT Drainage Manual and Technical Memoranda.

Deliverables:

Contractor will provide a hydraulic report for one culvert over 48 inches in diameter including the detailed calculations and electronic copies of the computer software input and output files, as well as a discussion of the hydrologic and hydraulic analysis and reasons for the design recommendations. The report will include:

a. Hydrology information and design flows from modeling software

b. Hydraulics and Recommended Waterway Opening and/or Structure

c. Calculations – electronic model used for final analysis and summary of the model

d. Hydraulic Letter- using the template provided by the State

e. Hydraulic Risk Assessment- using the template provided by the State

16. Visual Quality

Contractor will produce a visual impact assessment (VIA) and a visual quality manual (VQM) in collaboration with the Governmental Unit staff, PMT members and TAC members and in coordination with State Environmental Planning and Design Unit in the OES to align the development of these products with community preferences and agency requirements.

Contractor will utilize applicable guidance, including FHWA's Guidelines for the Visual Impact Assessment of Highway Projects, MnDOT's TPDP, and MnDOT's Visual Quality Process, to identify visual character of the proposed project, determine regulatory context, and the area of visual effect (AVE) considering the landscape constraints (landform and land cover) and the physiological limits of human sight. Consider how study area of highway could differ under the alternatives being considered. The VIA will include an inventory to define the existing status of the affected environment, population and other existing conditions related to visual quality.

16.1. VQM Components:

a. Documentation of the completed visual quality planning process and Visual Quality Assurance Committee's (VQAC) input

b. Composite illustrations describing preliminary multimodal corridor facilities integrated with landscape design concepts.

c. Detail plan and elevation drawings of all bridge and structural elements, including but not limited to, railings, barriers, piers, overlooks, abutments, retaining walls, noise barriers and slope protection.

d. Signing

e. Lighting

f. Structure Surface Color and Textures

g. Storm Water Treatment Ponds/Basins

h. Preliminary landscape design

i. Aesthetic cost analysis

j. Preliminary design-level photo visualizations illustrating the completed project.

Contractor will also collaborate with stormwater design to explore opportunities for integrating stormwater management techniques into the landscape design alternatives and incorporate recommended enhancements into the VQM.

The VIA/VQM task includes up to five meetings with the Governmental Unit, PMT, TAC and/or others for the VIA process and up to two additional meetings for development of the VQM with the format and schedule to be determined.

16.2. Deliverables:

a. Visual Impact Assessment
b. VQM (draft and final)

17. Landscape Design

Goals and design criteria for developing the landscape designs will be established in concert with the VQM process, as well as through input gained from the broader public engagement process. Visual quality goals include:

a. An emphasis on preserving and incorporating existing large trees and other significant landscape features.
b. Opportunities for addressing stormwater management issues will also be explored and incorporated where possible and appropriate.
c. Design will include features to protect and promote natural habitat, including wildlife crossings (i.e., tunnels), over and understory tree areas, shrub massing, lawn and native ground cover areas, rain/pollinator garden areas (where applicable), hardscapes and other features for this purpose.

17.1. Deliverable:

a. Landscape design report describing: Assessment Method; Existing Conditions; Key Views; Visual Impact Assessment; Recommendations; Mitigation; cost estimates.

18. Scoping Report and Updates

The preliminary design for a Recommended Alternative will be developed so that it may be incorporated in an updated Metro District scoping report for the 2032 State pavement project. Contractor will assist State with this task. State will provide template scoping worksheets and forms.

The work also includes preparing the scoping traffic control plan, assistance with development of the risk register for the final project and the complete streets report for the scoping report. Work will identify initial staging and detour alternatives. Does not include detailed traffic analysis which will be performed during final design as part of the TMP.

18.1. Deliverables:

a. Completed scoping report worksheets
b. Project risk register (State to provide template)
c. Complete Streets Report

19. Public Involvement

19.1. Public Involvement Plan

Contractor will produce and submit to the Governmental Unit for approval a public involvement plan within 30 days of NTP. The plan should support the key corridor evaluation planning tasks of identifying transportation user needs and obtaining feedback on the alternatives; obtaining input on preliminary design development; and meeting public participation requirements for any State and federal environmental review processes.

The plan should present strategies, a general work plan, and budget for public involvement activities which may include but are not limited to:

a. Contacts and mailing list
b. Business contacts list
c. Communications strategy and roll-out schedule including emails, newsletters, social media posts, content for the Governmental Unit and study partner websites
d. The Governmental Unit hosting of the project webpage and State project list webpage will link to the Governmental Unit webpage
e. Public meeting(s)
f. Presentations to municipal boards and elected officials
g. Presentation and feedback sessions with Hwy 55 Corridor Coalition and other community organizations
h. Responses to public inquiries
i. Engagement of people underrepresented in transportation planning processes
j. Pop-up events at local grocery stores, libraries or other places likely to attract highway users
k. Engagement and interviews with social service agencies to understand their constituent needs
l. Survey of transportation users and community members
m. Support for State and federal environmental document review process(es)
n. Interim and final summaries and reports of input received through survey results and comments
o. Other activities and products that the Contractor may recommend

4. Public Involvement Activities

Contractor will carry out the approved public involvement plan. This will include meetings with the Governmental Unit (in addition to meetings required under Task 1.1) as needed held at appropriate points in the study process with the Governmental Unit and PMT to review proposed engagement activities and products prior to public distribution.

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ATTACHMENT: APPROVED DRAINAGE DESIGN SOFTWARE

Software	Possible Vendor	Functions
GEOPAK Drainage/Open Roads Drainage	Bentley	Rational method hydrology Inlet design and spread analysis Storm drainpipe design and hydraulic grade line analysis
Flowmaster	Bentley	Inlet design and spread analysis Channel/pipe critical and normal depth, capacity
Software	Possible Vendor	Functions
HydroCAD	HydroCAD Software Solutions LLC	Generate NRCS (SCS) hydrograph Develop stage-storage and stage-discharge for ponds Combine/route hydrographs through ponds and channels
M.I.D.S		Minimal Impact Design Standards for Stormwater
XP-SWMM	Innovyze	Generate NRCS (SCS) hydrograph or model historical storm Dynamic routing of hydrographs through ponds, pipes, and channels with varying tailwater/flow conditions
Hydraulic Toolbox	FHWA	Channel lining analysis Inlet design and spread analysis Channel/pipe critical and normal depth, capacity
CulvertMaster	Bentley	Analyze headwater and hydraulics for single or multiple culverts and/or road overtopping Design pipe size based on maximum headwater
HY-8	FHWA	Analyze headwater and hydraulics for single culvert, multiple barrels, broken back culverts, and/or road overtopping Design pipe size based on maximum headwater Energy dissipater design
HEC-RAS	COE	Water surface profiles for steady or unsteady flow Analysis of bridges, bridge-culverts, and culverts
P8 Urban Catchment Model	Walker	Model for predicting generation and transport of pollutants in stormwater runoff in urban watersheds
PEAKFQ	USGS	Gauge frequency analysis
SHSAM	BARR	Structural Pollution Control Device (SPCD) analysis
SMS	Aquaveo	2D hydraulic modeling for complex waterways using FESWMS or TUTFLOW models

SRF Consulting Group Inc.

MnDOT Contract No.1061712
Exhibit B - Budget Details

Contract	PROF. VIII-VII	PROF. VI	PROF. V	PROF. IV	PROF. III	PROF. II	PROF. I	TECH.	SUPPORT	Totals
Project Management	750	428	56	69	0	27	0	0	20	1350
Corridor Conditions	0	28	6	8	62	0	194	0	0	298
Transportation Conditions	16	16	142	0	366	4	320	0	0	864
Transportation Needs and Evaluation Criteria Report	0	32	68	24	80	0	80	0	0	284
Alternatives Development and Screening	8	128	156	0	296	0	184	40	0	812
Recommended Alternatives	0	32	36	0	88	0	32	0	0	188
Federal and State Environmental Documentation	20	76	88	112	104	96	80	8	20	604
Trunk Highway Environmental Decision Tree Document	0	8	8	0	0	4	0	0	0	20
Early Notification Memo (ENM)	0	4	10	12	0	12	0	0	0	38
Environmental Agency Kick-Off and Progress Meeting	14	152	300	118	362	250	204	0	0	1400
Preliminary Design of the Recommended Alternative	26	96	230	0	406	0	364	40	0	1162
Design Memorandum/Exceptions	4	16	16	0	32	0	16	0	0	84
Construction Limits	10	40	80	0	110	80	110	10	0	440
Intersection Control Evaluation	24	0	120	0	160	0	200	0	0	504
Municipal Consent Investigation and Preparation	38	22	0	0	36	0	0	0	0	96
Stormwater Design	137	0	0	359	0	495	570	0	0	1561
Visual Quality	0	114	0	0	0	0	236	0	0	350
Landscape Design	0	48	0	0	0	0	120	0	0	168
Scoping Report and Updates	32	0	0	0	0	40	0	0	0	72
Public Involvement	83	59	0	188	164	0	0	0	30	524
Total Hours	1162	1299	1316	890	2266	1008	2710	98	70	10819
Hourly Rate	$98.00	$83.00	$69.00	$58.00	$51.00	$45.00	$42.00	$72.00	$45.00	
Direct Labor Costs	**$113,876.00**	**$107,817.00**	**$90,804.00**	**$51,620.00**	**$115,566.00**	**$45,360.00**	**$113,820.00**	**$7,056.00**	**$3,150.00**	**$649,069.00**
Overhead Costs @ 168.93% of Direct Labor Costs										**$1,096,472.26**
Fixed Fee @ 13% of (Direct Labor Costs + Overhead Costs)										**$226,920.36**
Direct Expenses										**$23,284.00**
Mileage - personal vehicles	2000	$0.70	$1,400.00							
Meals (MnDOT meal caps: B - $11 / L - $13 / D - $19)	28	$13.00	$364.00							
Refreshments for Public Events	1	$50.00	$50.00							
Venue Rental	1	$150.00	$150.00							
Public Engagement Boards	8	$5.00	$40.00							
Social Media Ads: 14 day runs	1	$280.00	$280.00							
Local Media Buys: 1 run	1	$750.00	$750.00							
Mailings (500 per event)	500	$0.50	$250.00							
Video-Based Data Processing (pieces)			$20,000.00							
			$23,284.00							
Total Contract Amount										**$1,995,745.62**

MnDOT Contract Number: 1061712
Exhibit C: Travel Regulations

MINNESOTA DEPARTMENT OF TRANSPORTATION
According to the Most Recently Approved Commissioner's Plan Reimbursement Rates for Travel Expenses*

Subject	Conditions/Mileage	Rate
Personal Car	(1)	Federal IRS reimbursement rate
Commercial Aircraft	(2)	Actual cost
Personal Aircraft	(1)	Federal IRS reimbursement rate
Rental Car	(2)	Actual cost
Taxi	(3)	Actual cost
Subject	**Meals**	**Rate**
Breakfast	(1) (5) (7)	$11.00
Lunch	(1) (5) (7)	$13.00
Dinner	(1) (5) (7)	$19.00
Subject	**Lodging**	**Rate**
Motel, Hotel, etc.	(2) (4) (6)	Actual cost
Laundry/Dry Cleaning (After seven continuous days in Travel Status)	(1) (3)	$16.00 each week
Telephone, Personal	(1)	As of July 1, 2022, no reimbursement of costs

Travel Status

1. More than 35 miles from Home Station and/or stay overnight at commercial lodging (motel, etc.).
2. Leave home in travel status before 6 a.m. for breakfast expense that day or away from home overnight.
3. In travel status after 7 p.m. for supper expense that day or is away from home overnight.
4. On travel status and/or more than 35 miles from Home Station for lunch expense that day.

Restrictions

1. A maximum rate shown or a lesser rate per actual reimbursement to an employee.
2. Include receipt or copy of receipt when invoicing. (Coach class for aircraft, Standard card size, and standard room.)
    a. Lodging costs should be reasonable and consistent with facilities available.
3. Include receipt or copy of receipt when more than $10.00.
4. Reasonable for area of stay.
5. The gratuity is included in the maximum cost.
6. To be in Travel Status and at a commercial lodging.
7. Meal reimbursements for high-cost localities as identified by the IRS, the maximum reimbursement will be Breakfast $12.00, Lunch $15.00, and Dinner $23.00.

*The above expense rates are based on the most recently approved Commissioner's Plan contract, and are subject to change with subsequent contract updates.

INVOICE NO._____

Estimated Completion: __% (from Column 6 of the Progress Report)

Final Invoice? ☐Yes ☐ No

Invoice Instructions:

Contractor must:

1. Complete the invoice and, if applicable, the progress report, in their entirety
2. Sign the invoice and progress report
3. Attach supporting documentation
4. Scan the entire invoice package*, **in the following order**:
   a. Completed, Signed Invoice Form
   b. Completed, Signed Progress Report Form (if applicable)
   c. Supporting Documentation
   Note: Whenever possible, convert landscape pages to portrait pages and optimize the document to decrease the size
5. E-mail the invoice package, in .pdf, to ptinvoices.dot@state.mn.us

MnDOT Contract Number: 1061712
Contract Expiration Date: June 30, 2027
SP Number: 2722-104 TH Number: 55

Billing Period: From _____ to _____
Invoice Date: _____

Subcontractor Costs:	Total Contract Amount	Total Billing to Date	Amount Previously Billed	Billed This Invoice
SRF Consulting Group Inc.	$1,995,745.62			
Net Earning Totals:	$1,995,745.62			
Total Amount Due this Invoice (Attach Supporting Documentation)**:**				**$**

Contractor: If the billing period includes costs that cross the State's fiscal year (6/30), provide a split of the full amount billed this invoice, as follows:

Costs	Amount billed
Prior to and including 6/30	
7/1 and after	
Total billed this invoice	

If costs do not cross the fiscal year, disregard.

I certify that the statements contained on this invoice, and its supporting documents, are true and accurate and that I have not knowingly made a false or fraudulent claim or used a false or fraudulent record in connection with this Invoice. I understand that this invoice is subject to audit.

Contractor: Wright County

Signature: _____

Print Name: _____

Title: _____

If you are unable to support electronic submission of Invoices, you must contact the Authorized Representative for possible alternatives.

For Invoice No.: _____

Progress Report Instructions:

1. Contractor must complete the progress report form, in its entirety.
2. Contractor must sign the progress report.
3. Contractor must include the completed, signed progress report as part of the invoice package, and submit it as instructed (see Contract and/or invoice form for further details).
   ***(Note**: Whenever possible, convert landscape pages to portrait pages and optimize the document to decrease the size.)*

MnDOT Contract No. 1061712
Contract Expiration Date: June 30, 2027
SP Number: 2722-104 TH Number: 55

Billing Period: from _____ to _____
From: Wright County

Task	% of Total Contract	ENGINEERING ESTIMATE				Hours Budget	Hours Accrued This Period	Total Hours Accrued To Date	*% of Budget Hours Used
		% Work Completed This Period	% Work Completed To Date	Weight % Completed This Period	Weight % Work Completed to Date				
1	2	3	4	5	6	7	8	9	10
TOTALS:									

Note: If Budgeted Hours Used for any task exceeds 100%, Contractor must attach an explanation to the invoice package.

I certify that the above statement is correct, and certify that I have not knowingly made a false statement or used a false record in the preparation of this form:

_____

Contractor's Project Manager Date

RESOLUTION #25-91
BOARD OF WRIGHT COUNTY COMMISSIONERS

DATE ADOPTED:
December 16, 2025

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

RESOLUTION #25-91

IT IS RESOLVED that Wright County enter into MnDOT Agreement No. 1061717 with the State of Minnesota, Department of Transportation for the following purposes:

State is in need of a Governmental Unit to lead the processes of developing recommended transportation alternatives, conducting state and federal environmental reviews, and producing a preliminary design for roadway transportation improvements on a 4-mile segment of Minnesota Trunk Highway 55 (Hwy 55, also known as Olson Memorial Highway) from County State Aid Highway (CSAH) 116 (Pinto Dr) in Medina to CSAH 19 (Medina St) in the cities of Medina and Corcoran in Hennepin County.

IT IS FURTHER RESOLVED that the Board Chair and County Administrator are authorized to execute the agreement and any amendments to the Agreement.

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, December 08, 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.

Greg Kryzer, County Administrator

Version 2

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 *
12/16/2025 9:00 AM - Board of Wright County Commissioners

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

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

Time Required:
2

Originator
CDH7387

Item Details

Board Action Requested (this is what will appear on the Agenda) *
Authorize signatures on Agreement with SRF Consulting Group, Inc. to provide professional engineering services for environmental documentation and for preliminary engineering and design for reconstruction of Trunk Highway 55 from Hennepin County State-Aid Highway 19, north of the City of Loretto to Hennepin County Road 118 near City of Medina

Short Title (what will appear on Agenda outline - 250 character max.) *
Authorize signatures on Agreement with SRF Consulting Group, Inc.

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

Briefly describe how the request aligns with the selected value stream.
Improvements to TH 55 corridor through both Wright/Hennepin County will improve the safety and health of both Hennepin county residents and the many residents that travel to the metro area on a daily basis. The environmental document is necessary to secure construction funding grants such as Corridors of Commerce

Describe the impact on staffing resources.
Monthly payments to consultant and Highway Dept. managing the contract.

Fiscal Impact:
None

Background/Justification:
Wright County will be the fiscal agent for the "pass-through" of the $2,000,000 of state funds allocated to completing tasks mentioned above on TH55. The TH 55 Corridor Coalition will provide contracting and administrative duties related to the contract. Contract signing will be contingent on MnDOT - County funding agreement to access the $2,000,000 state grant.

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
12.16.25 Wright-County-SRFAgreement.docx	Attachment
12.16.225 MN 55 SCOPE OF WORK_SRF.pdf	Attachment
12.16.25 WrightCounty_Hwy55MedinaCorridor_Draft.pdf	Attachment

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision
Approved

Notes
Moved To Agenda

Finance Review

Finance Decision
Approved

Notes

County Administrator Review

County Administrator Decision

Notes

SRF

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement"), is made and entered into as of the date the last party signs this Agreement ("Effective Date"), by and between Wright County ("Client") and SRF Consulting Group, Inc. ("SRF"). The Client and SRF are each a "Party" and are collectively the "Parties."

The Client and SRF, in consideration of the mutual promises and obligations of the Parties set forth below, the sufficiency of which are hereby acknowledged, agree as follows:

Article 1: Services and Performance Schedule.

1.1 Project. Client has hired SRF to provide professional services for Wright County TH 55- CSAH 19 to Arrowwood Drive ("Project").

1.2 Services. SRF shall perform the professional services set forth in **Attachment A,** attached hereto and incorporated herein as if fully set forth ("Services") consistent with the terms and conditions of this Agreement, including but not limited to the Standard of Care defined below. No terms and conditions or other documents shall be binding on SRF unless a copy of any such terms and conditions or documents have been explicitly made part of this Agreement. Except for the Services and the activities of SRF's subconsultants under this Agreement, SRF shall not at any time supervise, direct, or have control over any other work on the Project, nor shall SRF be responsible for the means, methods, techniques, schedules or procedures of construction selected for the Project or the safety precautions or programs incident to that work.

1.3 Subcontracts. Except as already noted in the Services**,** SRF shall not subcontract any portion of the Services without the prior written approval of the Client's authorized representative. SRF shall be responsible for the performance of SRF's subconsultants in relation to their provision of the Services, however, SRF shall not be responsible for the Client's or their consultants' and/or contractors' activities or operations.

1.4 Additional Services. SRF will not perform activities that are not included in the Services without a written amendment signed by the Parties describing the additional activities to be performed, the performance schedule and the compensation to be paid.

1.5 Performance Schedule. SRF agrees that, barring Unavoidable Delays (as defined below), SRF will provide the Services pursuant to the performance schedule mutually agreed upon by the Parties.

Article 2: Payment and Invoicing.

2.1 Method of Compensation. Client agrees to pay SRF for the Services performed on a Cost-Plus Fixed Fee basis in accordance with **Attachment B,** attached hereto and incorporated herein as if fully set forth ("Compensation"). Payment to SRF under this Agreement shall not exceed $_____ ("Contract Maximum"). The fixed fee component of the Contract Maximum is $_____. Changes to the Services may require adjustment of the payment method and/or amount and shall be documented with a written amendment signed by the Parties.

2.2 Invoices. SRF will prepare invoices in a format acceptable to the Client and shall submit its invoices monthly for Services performed and costs incurred during the prior month. Invoices shall include all of the following:

A. A breakdown of labor by employee, classification, dates and hours worked times, and the actual labor cost for each employee.
B. Project related expenses, other than travel-related expenses, shall be itemized and provide a complete description of each item billed along with supporting receipts.
C. SRF shall require subconsultants to submit and retain the same supporting documentation, invoices, and receipts as SRF is required to submit and retain.

2.3 Progress Payments. The Client shall pay all SRF invoices within thirty-five calendar days of receipt. If the Client objects to any portion of an invoice, the Client shall notify SRF of the dispute within five business days of Client's receipt of the

disputed invoice. The Client may withhold the disputed portion of an invoice, provided that any undisputed portion of the invoice shall be paid within thirty-five calendar days of receipt.

2.4 Subconsultant Payment. SRF shall pay any subconsultant involved in providing the Services within ten business days of SRF's receipt of payment by the Client for undisputed Services provided by the subconsultant.

Article 3: Standard of Care.

3.1 SRF will perform its Services consistent with the professional skill and care ordinarily provided by firms practicing the same or similar activities in the same or similar locality under the same or similar circumstances ("Standard of Care"). The full extent of SRF responsibility with respect to the Services shall be to perform in accordance with the Standard of Care and to remedy any material deficiencies or defects in the deliverables at SRF's own expense, provided that SRF is notified by Client, in writing, of any such deficiency or defect within a reasonable period after discovery thereof. **SRF MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, INFORMATIONAL CONTENT OR OTHERWISE.**

3.2 Any opinions of costs prepared by SRF represent its judgment as a design professional and are furnished for the general guidance of the Client. Since SRF has no control over the cost of labor, materials, market condition, or competitive bidding, SRF does not guarantee the accuracy of such cost opinions as compared to contractor or supplier bids or actual cost to the Client.

Article 4: Client Obligations.

4.1 In addition to other responsibilities of the Client set forth in this Agreement, the Client shall: (1) provide full information to SRF as to the requirements for the Services; (2) place at SRF's disposal, information in possession of the Client which it believes is pertinent to the Services, and SRF may rely on the accuracy and completeness of this information; (3) give prompt written or verbal notice to SRF whenever the Client observes or otherwise becomes aware of anything that impacts the scope or timing of the Services, including but not limited to any defect, nonconformance or performance issues on the Project, and (4) provide SRF in writing any and all policies and procedures of the Client applicable to SRF's performance of the Services under this Agreement.

Article 5: Term.

5.1 This Agreement shall be in effect from the Effective Date, as defined in the first paragraph of this Agreement, and will expire on the date the Services are completed and final payment has been received, unless earlier terminated pursuant to this Agreement.

Article 6: Key Personnel and Notice.

6.1 Representative. With respect to this Agreement, SRF and the Client shall designate specific individuals to act as SRF's and the Client's representatives ("Representative") with respect to the Services to be performed or furnished by SRF and responsibilities of the Client under this Agreement. Such individual shall have authority to transmit instructions, receive information, and render decisions related to the Project on behalf of the respective Party whom the individual represents.

SRF: Aaron Vacek
Senior Director
3701 Wayzata Blvd, Suite 100
Minneapolis, MN 55416
763-249-6752
avacek@srfconsulting.com

Client: Chad Hausmann
County Highway Engineer
3650 Braddock Ave NE
Buffalo, MN 55313

763-682-7388 Phone
Chad.hausmann@wrightcountymn.gov

6.2 Notice. Any notice required under this Agreement shall be in writing and addressed to the other Party's Representative as identified in this Article. All notices shall be deemed delivered as follows: (i) immediately upon personal delivery or email delivery with read receipt received by the sender; or (ii) three calendar days after it is mailed by United States mail or deposited cost paid with a nationally recognized, reputable courier.

Article 7: Intellectual Property.

7.1 Work Made for Hire. Upon full payment to SRF, all deliverables (whether created alone or in concert with the Client or a third party), including, but not limited to, designs, drawings, specifications, and calculations, which were prepared by or authored by SRF or its subconsultants pursuant to this Agreement (whether completed or in progress) are deemed to be "works made for hire" and shall automatically become the property of the Client.

7.2 Use. Client agrees and understands that SRFs deliverables, work product and/or instruments of service are not intended or represented to be suitable for reuse by the Client or others in any way or on any other projects. Client also agrees and understands that, if any deliverable, work product or instrument of service described herein is reused for anything other than its intended purpose, such use is solely at the Client's risk and the Client shall indemnify and hold SRF harmless of any claims or damages arising out of that unintended use. SRF does not warrant the contents of the deliverables, work product or instruments of service.

7.3 Unfinished. SRF shall have no liability for errors and omissions in draft or otherwise unfinished work product or instruments of service.

7.4 Preexisting Intellectual Property. If SRF brings to the performance of the Services any intellectual property, including but not limited to tools, systems or information, including computer software (object code and source code), know-how and methodologies, equipment or processes and the intellectual property inherent therein and appurtenant thereto, such material shall remain the property of SRF or its suppliers. SRF grants the Client a perpetual, irrevocable, non-exclusive, royalty free license for SRF's preexisting intellectual property that are incorporated in the deliverables that are purchased through the Contract. If SRF rightfully terminates this Agreement for cause as provided in Article 8.3, the license granted in this Article 7.4 shall terminate.

7.5 Marketing. SRF may use deliverables owned by Client for marketing and publicity purposes.

Article 8: Default and Termination.

8.1 Client Termination. Client may terminate this Agreement at any time, with or without cause, by thirty calendar days' written notice to SRF. Upon termination under this provision if there is no fault of SRF, SRF shall be paid for Services performed until the effective date of termination as well as any additional cost incurred by SRF to demobilize.

8.2 Termination for Insufficient Funding. Client 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 addressed within this Agreement. Client will provide written notice of termination for insufficient funding and will not be obligated to pay for any services that are provided after notice and effective date of termination. SRF will, however, be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that dedicated funds are available. Client will not be assessed any penalty if the Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds.

8.2 Client Suspension. Client may suspend the Services (or any part thereof) at any time, by ten business days' written notice to SRF. Upon suspension under this provision if there is no fault of SRF, SRF shall be paid for Services performed until the effective date of suspension as well as any additional cost incurred by SRF to demobilize. Client may resume the Services (or any part thereof) by ten business days' written notice to SRF or may terminate the Agreement as set forth above.

8.3 SRF Suspension. SRF may suspend the Services (or any part thereof) if Client fails to make payments or provide information to SRF as required by this Agreement, by ten business days' written notice to Client. SRF shall have no liability to the Client for delay or damage caused by such suspension of Services. Before resuming Services, SRF shall be paid all undisputed sums due, provided with all required information, and paid any undisputed expenses incurred by SRF in the interruption and resumption of the Services.

8.4 Mediation. All claims, disputes or other matters in question between the Parties to this Agreement arising out of or relating to this Agreement or breach thereof, shall be referred to non-binding mediation before, and as a condition precedent to, the initiation of any legal action. The Parties agree to cooperatively select a mediator or mediation service and to participate in good faith in the mediation. All costs of the mediation shall be divided equally between the Parties. All expenses related to each Party's preparation and attendance at the mediation shall be borne by each Party, including without limitation, the costs of any experts or legal counsel. All applicable statutes of limitations and all defenses based on the passage of time are tolled while the mediation procedures are pending, and for a period of 30 days thereafter.

8.5 Remedy. Each Party may exercise any legal remedy as may be available to it in connection with any unresolved issue, dispute, or controversy arising out of this Agreement which cannot be settled by the Parties. Nothing in this Agreement shall constitute a waiver or limitation of any immunity or limitation on liability to which the Client or SRF is entitled.

8.6 Unavoidable Delays. Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement when such failure or delay is caused by or results from Unavoidable Delays. For purposes of this Agreement, Unavoidable Delays means: delays, outside the control of the Party claiming its occurrence, which are the direct result of: (a) unusually severe or prolonged bad weather; (b) acts of nature, fire or other casualty to the Project; (c) litigation commenced by third parties which, by injunction or other similar judicial action, directly results in delays; (d) acts of any federal, state or local governmental unit which directly result in delays; (e) strikes, or other labor trouble; (f) delays in delivery of materials for the Project; (g) unusual or unforeseen conditions on the property where the Project is to be completed; or (h) unavoidable casualties, diseases, pandemics/epidemics, outbreaks of infectious disease or any other public health crisis. Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of Unavoidable Delays. The time for performance required of the affected Party shall be extended by the period of such delay provided the Party is exercising diligent efforts to overcome the cause of such delay.

8.7 Damages. The Parties agree to waive all incidental, indirect, consequential and special damages, including, but not limited to, loss of use, income, reputation, profits, revenue, business opportunity, or production, for claims, disputes, or other matters arising out of or relating to the Agreement or the Services, regardless of whether such claim or dispute is based upon strict liability, breach of contract, breach of warranty, willful misconduct or negligent act or omission of either of them or their employees, agents, subconsultants, or other legal theory, even if the affected party has knowledge of the possibility of such damages. This mutual waiver shall survive termination or completion of this Agreement.

8.8 Limitation of Liability. The total amount of all claims that the Client may have against SRF under this Agreement or arising from the performance or non-performance of the Services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to two (2) times SRF's fees. As the Client's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against SRDF and not against any of SRF's employees, officers or directors.

Article 9: Indemnification.

9.1 SRF agrees to indemnify and hold the Client harmless from and against damages, liabilities and costs (including reasonable attorney's fees and expenses incurred) but only to the extent caused by the negligent acts, errors or omissions of SRF, in the performance of professional services under this Agreement and that of its subconsultants or anyone for whom SRF is legally liable.

Article 10: Insurance.

10.1 Workers' Compensation and Employer's Liability. SRF shall procure and maintain workers' compensation insurance as required by Minnesota statute and shall procure and maintain an employer's liability insurance policy, with limits of at least: $100,000 Each Accident; $100,000 Disease (Policy Limit); and $100,000 Disease (EA Employee).

10.2 Commercial General Liability. SRF shall procure and maintain a commercial general liability insurance policy including premises and operations, bodily injury and property damage, independent contractors, products and completed operations liability, personal and advertising injury and contractual liability, with limits of at least $2,000,000 per occurrence, $4,000,000 products and completed operations aggregate and $4,000,000 annual aggregate. The commercial general liability insurance shall be primary and noncontributory and the Client shall be named as an additional insured on the policy. SRF and its insurer(s) waive their rights of subrogation, unless prohibited by state law.

10.3 Business Automobile Liability. SRF shall procure and maintain a business automobile liability insurance policy covering owned, non-owned and hired automobiles, with limits of at least $1,000,000 combined single limit each occurrence. The business automobile liability insurance shall be primary and noncontributory and the Client shall be named as an additional insured on the policy. SRF and its insurer(s) waive their rights of subrogation, unless prohibited by state law.

10.4 Umbrella/Excess Liability. An umbrella or excess Liability insurance policy may be used to supplement SRF's policy limits to satisfy the full policy limits required under this Agreement.

10.5 Professional Liability Insurance. SRF shall procure and maintain a professional liability, errors and omissions insurance policy covering SRF's negligent performance of professional services under this Agreement, with limits of at least $2,000,000 per claim and $4,000,000 aggregate. SRF and its insurer(s) waive their rights of subrogation, unless prohibited by state law.

10.6 Subconsultants. SRF shall require all subconsultants to carry and maintain insurance against the risks set forth above, in the amounts and under terms as determined to be appropriate by SRF to fulfill its obligations of this Agreement. SRF shall not allow its subconsultants to commence work until the insurance required has been obtained and the corresponding certificate(s) of insurance have been approved by SRF. Copies of subconsultant certificate(s) of insurance shall be provided to the Client upon request.

Article 11: Applicable Law.

11.1 Applicable Law. SRF shall endeavor to perform the Services in accordance with all applicable federal, state, and local laws, ordinances, rules and regulations insofar as they relate to SRF's performance of the provisions of this Agreement, including but not limited to those set forth in **Attachment C**, attached hereto and incorporated herein as if fully set forth.

11.2 Client Instruction. SRF shall comply with the written instructions and standards of Client, to the extent compliance is not inconsistent with applicable law, the Standard of Care, or professional practice requirements.

11.3 Permits. SRF will obtain, at its own expense, all required permits and licenses necessary to perform its Services under this Agreement and pay all taxes, charges or fees associated with its Services. SRF shall not be responsible for procuring permits, certifications, and licenses required for the Project unless such responsibilities are specifically assigned to SRF in this Agreement.

11.4 Nondiscrimination. SRF will comply with all applicable federal, state and local nondiscrimination and equal opportunity regulations. Such regulations are hereby incorporated into and made a part of this Agreement as if fully set forth herein.

11.5 Records. SRF shall establish and maintain accurate and complete books, accounts, records and reports (collectively "Records") pertaining to the Project and shall maintain the Records for a period of six years from the date of final payment to SRF under this Agreement. The Client and appropriate federal, state and local government agencies will have the right, but not the obligation, at all reasonable times to inspect, examine and copy the Records solely to verify SRF's performance and all expenses submitted pursuant to the terms of this Agreement. Any items relating to a claim arising out of the performance of this Agreement will be retained by SRF until the claim has been resolved.

Article 12: Miscellaneous Provisions.

12.1 Independent Contractor. Nothing in this Agreement is intended, or shall be construed, to create a partnership or joint venture between the Parties. For the purpose of this Agreement, the Parties acknowledge that SRF and its employees and agents are independent contractors and not employees or agents of the Client, including for state or federal tax purposes and related withholdings and unemployment.

12.2 Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws in the State of Minnesota, without regard to conflict of law rules. For the purpose of resolving conflicts related to or arising out of this Agreement, the parties expressly agree that venue shall be exclusively in the State of Minnesota, County of Wright. The parties hereby expressly consent to the exclusive personal jurisdiction of the federal and state courts located in the State of Minnesota, regardless of the citizenship or residency of either party at the time of the commencement of any legal proceeding.

12.3 Interpretation. This Agreement has been drafted through a cooperative effort of SRF and Client and both Parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No Party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the Party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

12.4 Assignment. This is a bilateral Professional Services Agreement. Neither Party shall have the power to or will assign any of the duties or rights or any claim arising out of or related to this Agreement, whether arising in tort, contract, or otherwise, without the written consent of the other Party. Any unauthorized assignment is void and unenforceable.

12.5 Titles of Articles and Sections. Any titles or headings contained in this Agreement have been inserted for convenience of reference only and shall in no way define, limit, or affect the scope and intent of this Agreement.

12.6 Entire Agreement. This Agreement, including any Attachments or Exhibits hereto, constitutes the entire and exclusive agreement of the Parties and supersedes any prior agreements whether oral or written, concerning the subject matter hereof.

12.7 Severability. Any provisions or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Parties, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

12.8 Amendment. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein.

12.9 Waiver. No action nor failure to act by SRF or the Client shall constitute a waiver of any right or duty afforded any of them under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

12.11 Third Parties. Nothing in this Agreement confers or purports to confer on any third party any benefits or any right to enforce any terms of this Agreement.

12.12 References. All references to federal, state or local rules, regulations, orders, rulings, interpretations and directives include any amendments, revisions or updates as may be made from time to time.

Article 13: Signatures.

13.1 Authority. The individuals signing this Agreement represent and warrant that each has the power and authority to enter into this Agreement and bind the Party for whom the individual signs.

13.2 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute a single Agreement.

13.3 Electronic Signatures. Each Party agrees that the electronic signature of the Party included in this Agreement are intended to authenticate this writing and to have the same force and effect as wet ink signatures.

IN WITNESS HEREOF, the Parties hereto have caused this Agreement to be executed on their behalf.

SRF Consulting Group, Inc.	**Wright County**
Signed:	Signed:
Title:	Title:
Date:	Date:

ATTACHMENT A
SRF's Services

ATTACHMENT B
Compensation

SRF

ATTACHMENT C

1. Data Practices. SRF and its employees, agents, successors and assigns must comply with the Minnesota Government Data Practices Act (Minnesota Statutes Chapter 13) as it applies to all data provided to SRF by the Client under this Agreement and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by SRF pursuant to this Agreement. If SRF receives a request to release data pursuant to this Article 2, SRF shall notify the Client immediately and consult with the Client as to how SRF should respond to the request. SRF's response shall comply with applicable law.

2. Private and Confidential Data. SRF and its employees, agents, successors and assigns shall comply with the provisions of the Minnesota Government Data Practices Act (Minnesota Statutes Ch. 13) and all other applicable state and federal laws, rules and regulations relating to data privacy or confidentiality. SRF further acknowledges that the classification of data as trade secret data will be determined based on applicable law, and labeling data as trade secret data will not necessarily make it so.

3. Debarment. SRF certifies that it is not prohibited from doing business with either the federal government or the State of Minnesota as a result of any debarment or suspension proceedings. SRF's certification is a material representation upon which the Client's approval of this Agreement is based. SRF shall provide immediate written notice to the Client's authorized representative if at any time SRF learns that this certification is erroneous or becomes erroneous due to changed circumstances.

4. Equal Employment Opportunity. In connection with the execution of this Agreement, SRF agrees that it will comply with Minn. State § 363A.08, to not discriminate against any employee or applicant for employment because of race, color, creed, religion, national original, sex, marital status, status with regard to public assistance, membership or activity in a local

commission, disability, sexual orientation, or age. SRF and all of its subcontractors will take affirmative actions to ensure that applicants are employed, and that employees are treated during employment without regard to factors stated in Minn Stat. § 363A.08. Such actions shall include, but not be limited to, the following: hiring, tenure, compensation, terms, upgrading, conditions, facilities, or privileges of employment.

5. Conflict of Interest. SRF affirms that, to the best of SRF's knowledge, SRF's involvement in this Agreement does not result in a conflict of interest with any party or entity, which may be affected by the terms of this Agreement. SRF agrees that, should any conflict or potential conflict of interest become known to SRF, it will immediately notify the Client of the conflict or potential conflict, specifying the part of this Agreement giving rise to the conflict or potential conflict, and will advise the Client whether SRF will or will not resign from the other engagement or representation.

6. Health and Safety. SRF will provide a health and safety plan or program for its employees but will not be responsible for the health or safety of another contractor, job, or site.

7. Non-Conforming Services and Waiver. The acceptance by the Client of any non-conforming services under the terms of this Agreement or the foregoing by the Client or any of the rights arising under the terms of this Agreement shall not constitute a waiver of the Client's right to conforming services or any rights and/or remedies in respect to any subsequent breach or default of the terms of this Agreement. The rights and remedies of the Client provided or referred to under the terms of this Agreement are cumulative and not mutually exclusive.

Hwy 55 Medina Corridor Evaluation, Environmental Review and Preliminary Design

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DRAFT

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Project Overview

Wright County is seeking a qualified contractor to lead the processes of developing recommended transportation alternatives, conducting state and federal environmental reviews, and producing a preliminary design for roadway transportation improvements on a 4-mile segment of Minnesota Trunk Highway 55 (Hwy 55, also known as Olson Memorial Highway) from County State Aid Highway (CSAH) 116 (Pinto Dr) in Medina to CSAH 19 (Medina St) in the cities of Medina and Corcoran in Hennepin County.

This work is being undertaken to fulfill Ch 127 Sec 2 (b) of Minnesota Laws of 2024 which appropriated to the Minnesota Department of Transportation $2,000,000 in fiscal year 2025 "to complete environmental documentation and for preliminary engineering and design for the reconstruction of marked Trunk Highway 55 from Hennepin County State-Aid Highway 19 (Medina St), north of the city of Loretto to Hennepin County Road 118 (Arrowhead Dr) near the city of Medina. This is a onetime appropriation and is available until June 30, 2027." The Client~~County~~ is leading the work on behalf of the Department of Transportation.

Major tasks include: describing corridor conditions and user needs; developing recommended alternatives; completing state and federal environmental reviews and alternatives screening to reach a single alternative; and producing preliminary design of the alternative. ~~Contractor~~SRF will also lead public and stakeholder engagement to support these tasks, as well as agency coordination.

Project Background

Hwy 55 is an east-west Minnesota trunk highway that runs 221 miles across central Minnesota from the North Dakota line near Tenney, follows a southeasterly alignment through Elbow Lake, Paynesville, Buffalo, the Twin Cities metro region, and terminates at US 61 in Hastings. Its functional classifications are minor arterial west of Buffalo and principal arterial east of Buffalo. Hwy 55 is a National Highway System (NHS) mainline route.

The 4-mile segment of Hwy 55 for which improvements are being considered is a two-lane undivided highway with 2023 traffic volumes in the range of 14,600 to 18,800 annual average daily trips (weekdays). This segment of Hwy 55 is an important transportation link in western Hennepin County for local trips, travel to/from the Metro Area, and through-travel to west central Minnesota. Approximately 2,000 ft west of Arrowhead Drive, Hwy 55 expands from two undivided lanes to four divided travel lanes, and traffic volumes increase to a range of 26,000 to 33,500 AADT to the east. Parallel transportation corridors are US 12 to the south and CSAH 10 to the north.

This 4-mile segment of Hwy 55 is within a 15-mile state National Highway System pavement resurfacing project on Hwy 55 from the Wright/Hennepin County Line to Fernbrook Lane in Plymouth that is currently programmed for FY2032 (estimated cost $26-31 million).

This segment of Hwy 55 is also within a 16-mile segment of the highway from the Crow River to I-494 for which a combined federal Environmental Assessment and state Environmental Assessment Worksheet was completed by Hennepin County in 2008 for potential right-of-way for a then-anticipated expansion from a two-lane highway to a four-lane expressway and freeway.

Schedule

The anticipated contract duration is 20 months. Work is expected to be completed by June 30, 2027 consistent with the legislation cited above.

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Standards

~~Contractor~~SRF will comply all applicable state, federal, and local standards, laws and regulations related to the scope of work and project area. Work must comply with the current editions or revisions of these standards that are in effect on the proposal due date.

Items provided by the Client~~County~~

1. Minnesota Department of Transportation
    a. Transportation Project Development Process (TPDP) guidance
    b. Environmental process guidance
    c. Purpose and Need Statement process guidance
    d. Metro District Urban Freight Perspectives Study 2021
    e. Metro District Freight Plan 2025 (draft)
    f. Statewide Freight System and Investment Plan 2018
    g. State Rail Plan 2025
    h. Minnesota Go 20-year State Highway Investment Plan, 2024-2028http://minnesotago.org/application/files/3414/8431/5979/MnSHIP_Final_Jan2017.pdf
    i. Scoping report template
    j. Intersection Control Evaluation (ICE) Technical Memorandum No. 13-05-T-02: Technical Memoranda - Design Standards - MnDOT
    k. Intersection Control Manual 2017: Technical Memoranda - Design Standards - MnDOT
    l. Traffic Engineering Manual Traffic Engineering Manual - MnDOT
    m. Access Management Manual: www.dot.state.mn.us/accessmanagement/resources.html
    n. Minnesota Statute 161.162, Subd. 2
    o. Geometric Layouts Geometric Layouts - Guidance - Project Development - MnDOT
    p. Road Design Manual Standard Plans - Design Standards - MnDOT
    q. Facilities Design Guide Standard Plans - Design Standards - MnDOT
    r. Bicycle Facility Design Manual Bicycle Facility Design Manual - Bicycling - MnDOT
    s. Standard Plans Standard Plans - Design Standards - MnDOT
    t. Standard Plates Standard Plates - Design Standards - MnDOT
2. Metropolitan Council
    a. 2050 Transportation Policy Plan
    b. 2024 Intersection and Mobility Safety Study (IMSS)
    c. Congestion Management Process Guidebook 2020 and Handbook
    d. Congestion Management Safety Plan (CMSP) Phase IV Memorandum, March 2018
    e. Met Council Regional Truck Highway Corridor Study 2017
3. Hennepin County
    a. MN 55 Environmental Assessment/Environmental Assessment Worksheet 3/3/2008
    b. 2040 Comprehensive Plan
    c. 2040 Transportation Plan
    d. 2040 Bicycle Plan
    e. Pedestrian Plan
    f. Freight Study
    g. Regional Parks and Trails System Plan
4. Wright County
    a. Contract invoice and progress report templates
5. Cities of Loretto, Corcoran and Medina

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a. 2040 comprehensive plans and transportation plans

Plain Language and Accessibility Standards

Plain Language

Provide all documents or exhibits specifically designed to be used by the public in "Plain Language". Technical documents, presentations, spreadsheets, and drawings used by technical staff do not need to be in plain language. Executive Order 14-07 requires the Office of the Governor and all Executive Branch agencies to communicate with Minnesotans using Plain Language. As defined in Executive Order 14-07, Plain Language is a communication which an audience can understand the first time they read or hear it. Additional information can be read at this website: http://ihub.dot.state.mn.us/plainlanguage/index.html. To achieve that, the successful responder will take the following steps in the deliverables:

1. Use language commonly understood by the public
2. Write in short and complete sentences
3. Present information in a format that is easy-to-find and easy-to-understand
4. Clearly state directions and deadlines to the audience.

Accessibility Standards

Comply with the State of Minnesota's Accessibility Standard for all documents or exhibits specifically designed to be used by the public. Technical documents, presentations, spreadsheets, and drawings used by technical staff do not need to be in plain language. The State of Minnesota's Accessibility Standards entail, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 of the Rehabilitation Act, as amended. Additional requirements can be found at this website: http://www.dot.state.mn.us/ada/accommodation.html and include:

1. Providing interpreters, translators or other special accommodations,
2. Providing documents in an alternative format,
3. Following the Portable Document Format (PDF) accessibility guidance.

Compliance with the State of Minnesota's Accessibility Standard includes, but is not limited to, the specific requirements as follows:

1. All videos must include closed captions, audio descriptions and a link to a complete transcript;
2. All documents, presentations, spreadsheets, drawings, and other material must be provided in an accessible format. In addition, provide native files in an editable format. Acceptable formats include InDesign, Word and Excel; and
3. All materials intended for downloading and printing such as promotional brochures, must be labeled as such and the content must additionally be provided in an accessible format.

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1. Project Management

This task includes the management, coordination and communication activities necessary to administer and carry out the contract work and produce acceptable deliverables on time and within budget.

1. Administration

~~Contractor~~SRF is responsible for overall administration of the project, which includes but is not limited to:

1. Consultant team supervision and coordination.
2. Preparation and maintenance of the project work plan.
3. A project log or tracking spreadsheet shared with the Client~~County~~ and state that describes issues, information needed, responsible parties, decisions and discussions of issues affecting the work.
4. Bi-Weekly 30-minute check-in status meetings with the Client~~County~~ Project Manager and state as needed.
5. Monthly invoices, including progress report with cost and percent complete by major task for the month and to-date, as well as subconsultant and direct expenses. Includes a monthly meeting/call with the Client~~County~~ Project Manager to review invoices if necessary. The Client~~County~~ will provide templates for monthly invoices and progress reports.
6. Coordination with other government agencies to carry out the work, including meetings and correspondence with state, counties, cities, Metropolitan Council, and other agencies and partners as needed and/or directed. ~~Contractor~~SRF will include Client~~County~~ Project Manager and state on all project-related email correspondence.
7. Quality controls for all deliverables and supporting planning activities to assure consistency with applicable the Client~~County~~, state and federal guidance for transportation planning and environmental documentation, as well as transportation planning best practices.
8. All other work to complete project tasks on time and within budget.
9. Store and share with the Client~~County~~ and state work products and deliverables via an online electronic document management system (e.g., SharePoint) hosted by the ~~Contractor~~SRF, as well as final deliverables and contract documents on the state ProjectWise system.

2. Quality Management

~~Contractor~~SRF will submit within 30 days of contract execution a Quality Management Plan (QMP) describing the processes, staff responsibilities, reviews of deliverables, conflict resolution steps, and other activities to meet the Client~~County~~ and state expectations and fulfill project goals. ~~Contractor~~SRF will designate staff to perform QC reviews of all deliverables; document their reviews and internal approvals prior to submittal to the Client~~County~~ and state; and coordinate audit of the QC process(es) if requested.

3. Project Management Team (PMT)

~~Contractor~~SRF will facilitate the work of a core group of the Client~~County~~ and state staff, stakeholders and agency representatives known as the Project Management Team (PMT) for the purpose of providing management guidance. This task will include:

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1. Establish the Project Management Team (PMT), including member list and expectations.
2. Hold a kickoff meeting with the PMT.
3. Hold PMT meetings in a format and at intervals for timely and efficient review of deliverables (number of meetings to be proposed by ~~contractor~~SRF).
4. Develop presentations and information to be reviewed by the PMT prior to advancing these materials to the Technical Advisory Committee (below) and others designated.
5. Schedule PMT meetings, agendas, meeting notes, and tracking follow-up actions.

4. Technical Advisory Committee (TAC)

~~Contractor~~SRF will facilitate meetings of a Technical Advisory Committee (TAC) during the project. The TAC meetings will be attended by the Client~~County~~ Project Manager and other designated the Client~~County~~ and state staff, Hennepin County, MN 55 Corridor Coalition members if designated, technical staff of cities of Medina, Corcoran and Loretto, Metropolitan Council and other agencies that may be identified.

The purpose of the TAC will be to provide the Client~~County~~ with support and focus on planning level decisions. Number, format and venue of meetings to be proposed by ~~Contractor~~SRF. ~~Contractor~~SRF duties include preparation of agendas and presentations, meeting facilitation, follow-up, and a summary of outcomes (to be distributed to TAC members within five days).

5. Additional Coordination Meetings and Briefings for Local Leaders

~~Contractor~~SRF will prepare materials for and attend up to 20 one-hour virtual meetings with ~~County~~the Client, State, city, or other agencies, functional and/or technical staff to address topics that require coordination. These will include but are not limited to briefings, conversations, presentations to elected and appointed boards and commissions, typically at key milestones. Should include at least one senior member of the ~~contractor~~SRF team and technical staff as needed. ~~Contractor~~SRF is encouraged to be proactive in the identification of such topics and initiating these meetings.

6. Agency Coordination

~~Contractor~~SRF will support the Client~~County~~ and state coordination with agencies having an interest in potential future environmental reviews. Agencies will be designated by the Client~~County~~ and state, and typically include those that review and contribute to the state Early Notification Memo for the Metro District. ~~Contractor~~SRF should propose the number, format and frequency of agency coordination meetings. Agency coordination should be assumed to begin during the corridor evaluation phase of this project to help prepare these agencies for their participation in subsequent state and environmental reviews.

Assumptions:

Assumes one agency coordination meeting with MnDOT during corridor evaluation phase to review project study area and background, solicit feedback for consideration in evaluation of alternatives, and notify functional groups of finding/determination needs in support of environmental document.

~~Contractor~~SRF will prepare and facilitate an Environmental Agencies Kick-off Workshop that will include Federal, State and local entities. The workshop will focus on environmental document type, process concurrence points, project purpose and need, alternative evaluation criteria, preliminary alternatives, environmental and engineering issues relevant to the study area.

Assumptions:

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Assumes one Environmental Agencies kick-off meeting with MnDOT Office of Environmental Stewardship and FHWA Minnesota Division Office to review environmental document type, process concurrence points (if required), project purpose and need, evaluation criteria, and range of alternatives.

~~Contractor~~SRF will also prepare for and facilitate an Environmental Agency Progress Review Meeting upon direction from the Client~~County~~ and state Environmental Document project manager. The meeting will focus on alternatives decision-making and refinement, including potential mitigation measures, relevant to ongoing development of environmental documentation.

Assumptions:

Assumes one Environmental Agencies progress review meeting with MnDOT Office of Environmental Stewardship and FHWA Minnesota Division Office to review alternatives decision-making and identification of a preferred alternative.

7. Tribal Government Coordination

~~Contractor~~SRF will support the Client~~County~~ coordination with state and tribal government(s) to identify any tribal resources and comply with state law and guidance for government-to-government relations described in Chapter 14 - MN Laws. – No Tribal Coordination is anticipated and no hours are included for coordination.

8. Schedule

~~Contractor~~SRF will prepare and maintain the project schedule. An Excel file in Gantt chart format is preferred. The anticipated contract duration is 20 months. The schedule will be a "living document" based on mutually agreed-upon dates that may be subject to change. The schedule is the primary tool for setting the dates of meetings and submission of deliverables.

The schedule will describe review periods for deliverables. The Client~~County~~ and state review of ~~Contractor~~SRF deliverables are assumed to be no more than two calendar weeks and no less than five business days unless otherwise agreed upon. Review durations of environmental documents by other agencies will be agreed upon with those agencies at the time of submission.

~~Contractor~~SRF will coordinate with the Client~~County~~ and state to undertake tasks in three phases:

Phase 1: Corridor evaluation and recommended alternatives (Tasks 2 through 6)

Phase 2: State/federal environmental reviews to select a preferred alternative (Tasks 7 through 10)

Phase 3: Preliminary design of the preferred alternative (Tasks 11 through 19)

~~Contractor~~SRF must obtain written approval of the Client~~County~~ and state before expending staff hours and incurring reimbursable direct expenses on the tasks comprising Phases 2 and 3.

Task 1 Project Management and Administration and Task 20 Public Involvement will be continuous throughout all three phases.

~~Contractor~~SRF, Client~~County~~ and state should work together to evaluate the entire schedule for accuracy and feasibility and identify corrections if needed.

9. Risk Management

~~Contractor~~SRF, Client~~ounty~~ and state will jointly develop and update a planning level risk analysis that identifies high-level topics that present potential benefits and risks to the project schedule and cost, as

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well as subsequent implementation of improvements. State will provide a template document for this task.

10. Project Charter

~~Contractor~~SRF will produce a project charter, which is a brief plain-language document that can be used for project coordination by the Client~~County~~ and state that may be shared with PMT and TAC that presents the fundamental rationale for the project. The project charter functions as both an internal information-sharing tool and reference guide. It is a concise yet fully informative source of information and references for information about user needs, project benefits, risks, business purpose(s), planning decisions and other relevant topics. – No specific Project Charter will be developed but items identified will be documented at PMT/TAC meetings and captured in Public Engagement materials. No hours have been included for this task.

11. Cost Participation Agreement Information

In coordination with the Client~~county~~ and state, ~~contractor~~SRF will develop preliminary cost participation information with relevant entities (i.e., City of Medina, City of Corcoran, Hennepin County) that may contribute funds to a future project as identified in state's Cost Participation and Maintenance policy with Local Units of Government Manual. Preliminary cost participation information will subsequently be developed and submitted to relevant government partners to support understanding of each agency's potential financial obligations to the project in future preliminary cost participation agreements if applicable with those partners. This preliminary information will describe the amount and timing of any financial obligations and will include the individual assets which may trigger cost participation. ~~Contractor~~SRF will also attend up to six meetings with staff from the Client~~County~~ and state and local government partners to discuss the preliminary cost participation information.

12. ~~Contractor~~SRF Deliverables

1. Monthly invoices and progress reports, including subcontractor status reports and invoices
2. ~~Weekly~~ Bi-weekly 30-minute project manager meetings with summary notes in a rolling issue tracking shared spreadsheet
3. Quality Management Plan with 30 days of NTP
4. PMT meeting invitations, agendas, facilitation, presentations, handouts, notes and attendance (18~~20~~ meetings)
5. TAC meeting invitations, agendas, facilitation, presentations, handouts, notes and attendance (10~~12~~ meetings)
6. Local leader meeting presentations, handouts, notes
7. Agency coordination proposed meeting schedule, agenda topics, handouts, notes and attendance
8. Tribal coordination support materials if requested
9. Project schedule and bi-monthly updates
10. Risk management analysis memo
11. Project charter
12. Cost participation information materials, handouts, presentation(s) and meeting attendance
13. Document sharing system (i.e., SharePoint)

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13. Items to be provided by Client~~County~~

1. Templates for monthly invoices and progress reports
2. Project charter template
3. Approval of meeting materials at least 3 working days prior to meetings

2. Corridor Conditions

~~Contractor~~SRF will produce a corridor conditions report that includes the following topics.

1. Study Area

~~Contractor~~SRF will confirm the study area based on prior studies, plans, tribal government resources and other relevant information. The Client~~County~~ and state will provide input and approve the study area boundaries. ~~Contractor~~SRF to produce a brief memo with map(s) describing study area for use in other tasks.

2. Review of Prior Studies, Plans, Environmental Documents, Relevant Guidance

~~Contractor~~SRF will list, review, and produce a summary analysis of relevant studies, plans, environmental documents, scoping reports, guidance, and related materials. This will include but are not limited to: MnDOT Metro District Safety Plan; MnDOT Metro District Bicycle Plan; MnDOT Metro District Freight Plan (draft); MnDOT Transportation Project Development Process guidance; MnDOT Metro District 10-year Capital Highway Investment Plan; Metropolitan Council Transportation Policy Plan 2050 and Transportation Improvement Plan; and others that may be identified. The Client~~County~~ and state will provide associated available data and GIS files. ~~Contractor~~SRF will describe the history of the development, construction and designation of Hwy 55 as a state trunk highway, including social context and past decisions by the legislature, state agencies, counties and municipalities about the highway.

3. Development, Land Use and Zoning Analysis

~~Contractor~~SRF will map and summarize existing and planned development, existing and anticipated future land uses, zoning districts, and sensitive locations. This will include information from municipal 2040 comprehensive plans (and draft 2050 updates, if available), Metropolitan Council 2050 regional development guide, as well as property ownership, public lands and facilities, neighborhoods, conservation and environmentally sensitive areas, recreational uses; and other relevant information. Produce a bulleted summary of key issues relevant to transportation in the corridor.

4. Complete Streets Evaluation

~~Contractor~~SRF will review existing conditions with respect to state's Complete Streets Policy and utilize the state Complete Streets Handbook and its transportation project hierarchies tool typologies to characterize the Complete Streets context categories and associated needs in the study area.

5. Environmental Scan

~~Contractor~~SRF will summarize information developed through a desktop-level review of readily available environmental data. Topics will include but are not limited to: threatened and endangered species, historic and cultural resources under Sections 4(f) and 6(f), contaminated and regulated materials, water resources, noise, air quality, demographics and other relevant environmental information that may be identified during this process and by stakeholders and the public.

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6. Livability Analysis

~~Contractor~~SRF will produce a Livability Analysis that presents considerations related to the seven pillars of the FHWA Livability Initiative and MnDOT Metro District Livability Framework. ~~Contractor~~SRF will work with Client~~County~~ and PMT members to identify a limited set of relevant data for each pillar to support a summary level analysis of approximately 15 pages of narrative and graphics. This analysis should also incorporate and present in a graphic summary input solicited from the public and stakeholders on the transportation needs and alternatives identified that draws upon the 2022 Statewide Multimodal Transportation Plan.

7. ~~Contractor~~SRF Deliverables

1. Draft and final study area confirmation memo
2. Draft and final corridor conditions memo with sections presenting the information described in Tasks 1.14 through 1.17
3. Draft and final Livability Analysis report

8. Items to be provided by Client~~County~~

1. References and URLs to prior studies, plans, environmental documents, relevant guidance
2. Timely review of deliverables

3. Transportation Conditions

~~Contractor~~SRF will prepare a transportation conditions report that presents the information described in this section. ~~Contractor~~SRF will first present an annotated outline of the report's proposed contents that explains the tools, methods, data sources, inputs and assumptions that will be used to describe conditions for each mode of transportation.

1. Field Visit and ADA Field Walk

~~Contractor~~SRF will visit the corridor with relevant ~~contractor~~SRF team members, TAC and PMT members and other people as appropriate to help gain a thorough, firsthand understanding of mobility and safety needs for all persons traveling in the corridor. This task will help communicate the corridors' use cases and challenges to staff and stakeholders developing the preliminary design.

Organize and/or perform an ADA field walk with State's ADA Unit once a preliminary layout has been developed. State's ADA unit provides department support for the design and construction of accessible facilities in State's right of way (ROW) and policy direction for State on how to implement the ADA.

Produce location-referenced photos of people (not identifiable) using the corridor by all modes, including people traveling in personal motor vehicles, driving trucks and freight vehicles, pedestrians and bicyclists.

2. Data Collection

~~Contractor~~SRF will propose a method and carry out turning movement counts of motor vehicles (including breakout of heavy trucks), pedestrians and bicyclists during date ranges agreed upon by Client~~County~~ and state. Consideration should be given to a 13-hour weekday collection period (6:00 am to 7:00 pm) to document traffic turning movement traffic counts and pedestrian and bicycle crossing data for a standard weekday for the intersections listed below and/or any other intersections recommended by ~~Contractor~~SRF deemed necessary to sufficient for existing conditions, 2050 traffic forecasts, evaluation of alternatives and Intersection Control Evaluation reports if needed. The weekday

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count data will be used for the purposes of baseline modeling and capacity analysis documenting directional distribution, intersection patterns and peak hour volumes.

The weekday counts should be made at these intersections (from west to east):

1. Hwy 55 at Townline Rd (outside study area)
2. Hwy 55 at CSAH 19/Medina St
3. Hwy 55 at Pioneer Tr
4. Hwy 55 at Rolling Hills Rd
5. Hwy 55 at Willow Dr
6. Hwy 55 at Mohawk Dr
7. Hwy 55 at Arrowhead Dr (CSAH 118)
8. Hwy 55 at Tamarack Dr (outside study area)
9. Hwy 55 at CSAH 116/Pinto Dr (outside study area)
10. Hwy 55 at Clydesdale Tr (outside study area)
11. Hwy 55 at CSAH 101/Sioux Dr (outside study area)

The budget should allow for up to four (4) additional or alternate count locations as deemed necessary by the ~~Contractor~~SRF and agreed to by ~~Client~~County.

In addition, the consultant should propose and carry out a low-cost method (i.e., StreetLight Insight, ClearGuide, or similar) to estimate the Friday recreational peak hour (12:00 pm to 8:00 pm of analyzed TMC data) and Sunday recreational peak hour (12:00 pm to 8:00 pm of analyzed TMC data) at a limited number of the above locations agreed upon by Client~~County~~.

Assumptions:

Assumes 13-hour counts will be collected and analyzed using video-based processing. Also assumes a near-miss crash analysis at up to four locations to assist in the existing conditions analysis and identification of alternatives.

3. Traffic Operational Characteristics

~~Contractor~~SRF will analyze motor vehicle traffic characteristics of the study corridor and summarize travel patterns (i.e., long through trips vs. shorter local trips), key origins and destinations, and other information that may be relevant. ~~Contractor~~SRF will present information and analysis about vehicle travel times, speeds and speeding violations, and travel pattern data for an agreed upon period and use this information to identify areas of operational deficiency, including level of service and queueing. ~~Contractor~~SRF will use this data to assess reliability and congestion in the base year. ~~Contractor~~SRF is expected to use traffic counts, Streetlight and/or ClearGuide, or equivalent data sources and software.

Traffic/operation characteristics should also present information about non-motorized travel, including bicycles and pedestrians.

This section should also include relevant information about the operations of all-terrain vehicles (ATVs) along and across Hwy 55.

4. Infrastructure Conditions

~~Contractor~~SRF will summarize the conditions and programmed state replacement and maintenance projects of transportation infrastructure and related infrastructure and ownership described in the current state Capital Highway Investment Plan (CHIP), including but not limited to: roadway pavement, bridges, culverts, sidewalks, trails, transit, signals and traffic control systems, noise walls, drainage and

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water resource management facilities, and MnDOT Regional Traffic Management Center (RTMC) assets. Infrastructure inventories and condition assessments will be provided by the state.

5. Pedestrian and Bicycle Facilities

~~Contractor~~SRF will describe and assess the quality and user experience of existing pedestrian and bicycle facilities and network (sidewalks, shared use trails or paths, bicycle lanes). The method(s) to be used for these analyses should be explained in brief memo prior to being carried out and may include multimodal level of service (MMLOS) Pedestrian Level of Traffic Stress (PLTS) and Bicycle Level of Traffic Stress (BLTS) or other methods and/or metrics, such as Qualitative Multimodal Assessment and Design Flag Analysis, sidewalk and bicycle network gap analyses, origin/destination analysis or others. The memo should explain which method(s) will be used for corridor evaluation, conceptual design prioritization decisions, and alternatives comparison.

6. Access Inventory and Evaluation

~~Contractor~~SRF will produce maps, tabular summaries, pictures and narrative analyses of access conditions, including the locations and types of access at driveways, side streets, sidewalks, crosswalks and trails by parcel and highway segment. Identify safety and operational concerns for all travelers associated with each location. Include access and control authority relative to state Access Management Manual guidelines and reference comparable corridors if helpful. Produce a concise planning level evaluation with bulleted summary of access issues affecting operations and safety for all users.

7. Base Year and 2050 Traffic Forecasts

a) Traffic Analysis

~~Contractor~~SRF will describe Base Year and 2050 Forecast Year conditions for motor vehicle traffic. ~~Contractor~~SRF will coordinate with state and Metropolitan Council on an approved travel forecast methodology and assumptions consistent with state and Metropolitan Council guidelines and best practices. ~~Contractor~~SRF will present and submit travel demand forecasting models, methodologies, assumptions and results for Client~~County~~, state and Metropolitan Council review and approval.

~~Contractor~~SRF will review and describe previous formal traffic forecasting in the study corridor (most recent 5-10 years) that may aid in describing the Base Year and Forecast Year conditions. If applicable, ~~Contractor~~SRF will compare the assumptions and processes of prior forecasts to the Twin Cities Regional Activity Based Travel Demand Forecast Model (ABM).

~~Contractor~~SRF will prepare a draft forecast for the 2050 planning horizon year that describes traffic conditions in the corridor consistent with the ABM. The forecast must be developed using inputs from existing traffic counts from state, county, and municipal sources and may be supplemented with volumes, turning movements, origin-destination, and other relevant information from Streetlight Insight at key locations. ~~Contractor~~SRF should identify changes in assumptions from previous forecasting efforts and may propose to incorporate the updated data into the latest ABM to develop horizon year traffic forecasts.

b) Model Verification and Validation

Metropolitan Council will provide the most current Base Year (2018) and 2050 networks for ~~Contractor~~SRF to model. ~~Contractor~~SRF will review the 2018 and 2050 networks for coding errors within the study area for accuracy and correct accordingly. Corrected networks will be re-run and validation rechecked. ~~Contractor~~SRF will calibrate and validate the base model using available data such as StreetLight or similar tool to gain better understanding of the traffic characteristics in the study area and refine the model. ~~Contractor~~SRF will compare the horizon year daily traffic forecasts with the previous

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traffic forecasts to achieve reasonable consistency. ~~Contractor~~SRF will verify the Base Year and 2050 No Build network assumptions with state and Metropolitan Council. ~~Contractor~~SRF will collaborate with state and Metropolitan Council to interpolate 2050 travel forecasts for comparing prior ABM results.

Person throughput estimates and comparisons for the forecast scenarios will be provided by the ~~Contractor~~SRF, including build alternatives.

Planning level capacity assessments for daily, AM and PM peaks will also be completed based on the base and forecast daily and peak period volumes and summarized as part of the documentation and figures developed for this task.

c) Consultant Deliverables

Memorandum summarizing the travel demand forecasting methodology, assumptions, validation, reasonableness checks and results with appropriates maps, tables, and graphs. ~~Contractor~~SRF should assume up to four (4) build alternatives requiring travel demand model runs.

8. Safety Analysis

~~Contractor~~SRF will obtain crash data for the past five years from the Minnesota Crash Mapping Analysis Tool (MnCMAT2). Crash types and locations will be analyzed to determine crash patterns and will provide a basis for the benefits analysis of options.

Safety along the corridor and intersections in the study area will be evaluated. ~~Contractor~~SRF will prepare crash summaries for the corridor. Crash summaries will include available information on crash rates, crash type distribution, severity distribution, weather and lighting conditions, and pedestrian and bicycle involvement.

~~Contractor~~SRF will use state's Pedestrian and Bicycle Crash Risk Analysis Tool and compare high-risk intersections to crash locations at study area intersections. ~~Contractor~~SRF will identify potential correctable crash patterns and potential treatments for consideration during alternatives development.

~~Contractor~~SRF will coordinate with Client~~County~~ and the participating agencies to identify and describe current studies or roadway safety improvement efforts in the study area that may be relevant. ~~Contractor~~SRF will also incorporate relevant input regarding safety concerns and recommended improvements from stakeholders.

~~Contractor~~SRF will prepare a technical memorandum summarizing the safety analyses. The technical memorandum will include sections on existing safety performance and recommended future safety screening criteria for the study corridor.

9. Freight Analysis

~~Contractor~~SRF will identify and describe issues related to freight vehicles traveling within and through the study area, including freight travel time reliability, major freight or delivery origins and destinations, and geometric issues (i.e., adequate turning radii). Resources include 2024 update of Minnesota State Freight Plan, Metro District Urban Freight Perspectives Study, and Metro District Freight Plan 2025 update.

10. Vehicle Emissions Estimates

~~Contractor~~SRF will propose a method (i.e., Minnesota Infrastructure Carbon Estimator or similar) and perform analysis to produce estimates of existing and future motor vehicle greenhouse gas (GHG) emissions to fulfill and support additional analyses of alternatives that may be necessary to meet the requirements of Subd 3. Greenhouse gas emissions targets of Sec. 174.01 MN Statutes.

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11. Travel Demand Management Evaluation

~~Contractor~~SRF will use the Metropolitan Council's 2022 Twin Cities Congestion Analysis Handbook and available desktop data sources to identify and propose potential travel demand management (TDM) strategies to reduce peak hour single-occupancy vehicle (SOV) trips in the study area. This may include analysis of trip purposes, origins and destinations, and employment patterns. Upon approval by Client~~County~~ and state and Metropolitan Council, ~~Contractor~~SRF will perform the TDM evaluation, which should present a prioritized list and description of a limited number of targeted TDM strategies and their estimated potential to reduce or divert peak hour SOV trips.

12. ~~Contractor~~SRF Deliverables

1. Draft and final Transportation conditions memo presenting the information described in sections 1.27 through 1.30.
2. Draft and final Traffic Analysis and Forecasting memo presenting the information described in Section 1.26
3. Draft and final Safety analysis memo
4. Draft and final Freight analysis memo
5. Draft and final Vehicular emissions memo
6. Draft and final Transportation demand management evaluation memo

13. Items to be provided by Client~~County~~

1. Existing traffic counts and MnDOT detector counts
2. Any traffic impact studies for locations or recent developments in the study area
3. Timely review of draft and final versions of memos listed above

4. Transportation Needs and Evaluation Criteria Report

~~Contractor~~SRF will draw upon the information and analyses generated in Task 2 Corridor Conditions and Task 3 Transportation Conditions and the state Transportation Project Development Project (TPDP) process guidance to produce a concise report describing the transportation needs of users in the study area and the evaluation criteria that will be applied to screen alternatives to determine to their ability to meet those needs.

~~14.~~1. ransportation Needs

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~~Contractor~~SRF will identify, justify and prioritize the transportation needs of users in the study area drawing upon the Existing Conditions report, Transportation Conditions report, and input from stakeholder and public engagement using narrative, supporting graphics, tables and appendices.

~~15.~~2. E valuation Criteria

~~Contractor~~SRF will propose evaluation criteria and methods for their application to alternatives to gauge the respective abilities of the alternatives to meet the transportation needs identified. This section of the report should present methods, data sources, performance measures, and "good/fair/poor" evaluation thresholds. Evaluation criteria may include but are not limited to:

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1. Safety metrics, such as number of conflict points with vehicles, pedestrians and/or bicyclists; expected crash rates; critical crash index.
2. Mobility metrics, such as Level of Service (LOS) for highway segments and intersections; travel time reliability; intersection volume/capacity ratios; person trips; cross street waiting times; and other similar. Traffic analysis should be at a planning level using Highway Capacity Manual or similar planning level tool. Microsimulation may be performed at a limited number of intersections to differentiate alternatives consistent with state traffic engineering guidance.
3. Multimodal metrics and descriptions, such as Multimodal Level of Service (MMLOS), Pedestrian Level of Traffic Stress (PLTS), Bicycle Level of Traffic Stress (BLTS) for pedestrian and bicycle crossings and segments; design flag assessment of intersections and segments (National Cooperative Highway Research Program publication #948); origin/destination gap analysis.
4. Freight movement evaluations, such as a generally positive effect(s) on freight mobility, geometric needs and operations (turning movements, acceleration/deceleration).
5. Motor vehicle emissions estimates and compliance with applicable sections of Minnesota 2024 Statute 161.178 for assessing and mitigating the greenhouse gas (GHG) emissions for capacity expansion projects on the state trunk highway system.
6. Planning level cost estimates.
7. Benefit/cost analysis for transportation projects Benefit-Cost Analysis - MnDOT
8. Maintenance measures, such as initial impact/ improvement to current maintenance activities, and estimated long-term life-cycle costs.
9. Stormwater management measures, such as impervious surfaces, runoff and treatment, impacts to storm water treatment systems and jurisdictional resources, and inflows from adjacent properties.
10. Right of way impacts, as estimated on concept footprint(s).
11. Social, Economic and Environmental (SEE) topics: Section 4(f) and 6(f) impacts; environmental health and sensitive receptors; vegetation/tree cover; jurisdictional wetlands and water resources.
12. Tribal resource impacts Tribes and Transportation Process - Project Development - MnDOT
13. Fatal flaws, such as unattainable right-of-way needs, astronomical cost, unresolvable issues with constructability, and extreme natural resource impacts or other conditions that cannot be mitigated or would have very high SEE impact(s) and/or mitigation costs.

Each criterion should include proposed quantitative and qualitative scoring thresholds, which may be refined as screening proceeds to achieve meaningful differentiation among alternatives.

~~16.~~3. ~~C~~
~~ontractor~~SRF **Deliverables**

1. Draft and final transportation needs and evaluation criteria report

~~17.~~4. I
tems to be provided by Client~~County~~

1. Timely review of deliverable

5. Alternatives Development and Screening

~~Contractor~~SRF will produce an Alternatives Analysis Report and supporting appendices that document the activities and analyses of the tasks in this section. ~~Contractor~~SRF will also maintain a comment tracking matrix throughout this task to show comments from participants and agencies and revisions or updates made to analyses and documents in response.

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~~18.~~5. **Iternatives Development**

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~~Contractor~~SRF will develop a preliminary range of alternatives drawn from prior plans and studies, precedent and peer corridor examples, the state transportation facility design guide, state access management manual, professional multimodal transportation planning practice, and collaboration with PMT and TAC participants to identify up to five (5) alternatives concepts (excluding No Build) with the potential to meet the transportation needs identified.

These concepts should be described in terms of major differentiating characteristics such as typical roadway cross sections, intersection and access treatments and walking/biking facilities and may include:

1. Mainline
   - No Build (required for baseline comparison)
   - 4-lane full length, divided highway, expressway and/or freeway
   - 2-lane full length, divided or undivided highway
   - 2-lane with 3-lane segment(s) for spot location improvements, turning lanes, passing lanes, auxiliary lanes, center medians, refuge islands, and or other features
   - Combination of 4-lane and 2-lane divided or undivided segments with spot improvements
2. Intersection and access treatments
   - Signalized
   - Sign-controlled
   - Grade-separated
   - Roundabout
   - Reduced conflict intersection (RCI)
   - Access management strategies (i.e., three-quarter RIRO access, driveway consolidation)
3. Walking/biking facilities
   - Safe crossings of mainline and side streets
   - Sidewalk/trail/shared use paths and network connections
   - Bicycle shoulder on mainline

In addition to the No-build alternative, a Transportation Systems Management and Operations (TSMO) alternative must also be considered through the entire screening process. A TSMO alternative consists of low-cost strategies that focus on improving highway safety and efficiency through such strategies as traffic incident management, signal timing adjustments, better freight management, limited geometric improvements at key locations, traveler information services and others.

~~19.~~6. **Iternatives Screening and Refinement** **A**

The elements of the preliminary alternatives should undergo initial screening using the fatal flaw criterion in Task 4.2. They may be described in narrative, precedent images and technical analysis sufficient to apply this criterion.

Alternatives that are carried forward from the fatal flaw screening should be grouped into packages organized by mainline configuration with compatible intersection treatments, access management strategies and walking/biking facilities to be carried through a full screening by applying all the evaluation criteria established in Task 4.2.

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Client~~ounty~~ and ~~Contractor~~SRF and state will agree on the number of alternative packages to be screened, not to exceed three (3) excluding No-build. The refined alternatives should be developed to a planning level of design sufficient to evaluate and differentiate them from each other using the evaluation criteria. This means that alternatives should be described with narrative, sketch level illustrations, drawings, cross section drawings, conceptual graphics, and/or other technical analyses or materials. More detailed information may need to be developed for some evaluation criteria categories if needed to differentiate alternatives in the evaluation process. At this point in the alternative development, planning level cost estimate(s) should be prepared. Cost estimates will utilize SRF one-page estimate format. Alternatives should adhere to performance-based practical design principles to assure they function as intended and are financially responsible.

~~Contractor~~SRF will perform technical analyses for the screening of preliminary and refined alternatives using the methods and data sources developed in Task 5.2. Alternatives screening should be summarized in an easily understood matrix that is supported with separate more detailed narrative if needed.

~~20.~~7. ~~C~~

~~ontractor~~SRF **Deliverables**

1. Draft and final alternatives analysis report and supporting appendices

~~21.~~8. I

tems to be provided by Client~~County~~

1. Timely review of draft deliverable

6. Recommended Alternatives

~~Contractor~~SRF will present initial results of the alternatives screening process (Task 5) to the PMT, TAC and public for input and refinement as directed by the Client~~County~~. Preparation of additional information and/or analyses related to the evaluation criteria may be directed by the Client~~County~~ to respond to input received.

~~County~~ Client will designate two or more recommended alternatives that may include modifications to address input received from state, PMT, TAC and the public to better meet the study transportation needs.

~~Contractor~~SRF will develop the recommended alternatives to sufficient level of detail for anticipated selection of a single preferred alternative in the state and federal environmental review processes.

Assumptions:

Assumes two recommended alternatives and the No Build Alternative will be identified for further study and selection of a single preferred alternative in the state and federal environmental review processes.

~~22.~~1.

~~ontractor~~SRF **Deliverables**

1. Draft and final Recommended Alternatives report

~~23.~~2. I

tems to be provided by Client~~County~~

~~1.~~Timely review of draft and final deliverable

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7. Federal and State Environmental Documentation

The federal environmental document is assumed to be an Environmental Assessment (EA), and the state environmental document is assumed to be the Minnesota Environmental Assessment Worksheet (EAW).

Outcomes of the alternatives analysis during the EA/EAW process(es) could result in a lesser document(s) for either or both federal and state environmental processes (Categorical Exclusion or Programmatic Categorial Exclusion), which could reduce the scope of work and concurrence points for deliverables. ~~Contractor~~SRF must be able to produce draft and final versions of any of these documents. In the case that a federal EA and state EAW are required, ~~contractor~~SRF should assume preparation of a combined federal EA and state EAW.

Assumptions:

The state EAW form is not compatible with federal NEPA documents because of current Executive Orders and removal of CEQ's NEPA implementing regulations. FHWA will not include greenhouse gas emissions and climate change analyses in environmental documents. In the case that a federal EA and state EAW are required, a technical memorandum summarizing the state EAW without references to greenhouse gases or climate change will be included as an appendix to the federal EA. The federal EA will be published separate from the state EAW.

The federal EA is to be prepared in accordance with the Federal Highway Administration's (FHWA) guidebook, 40 CFR 1508.9 and MnDOT Transportation Project Development Process (TPDP) guidance to assure that National Environmental Policy Act requirements are fulfilled.

Assumptions:

The Council on Environmental Quality (CEQ) published an Interim Final Rule removing the CEQ's NEPA implementing regulations at 40 CFR 1500-1508, effective April 11, 2025 (90 Fed. Reg. 10610). The federal EA will be prepared in accordance with FHWA's NEPA implementing regulations at 23 CFR 771.

The state EAW is to be prepared in accordance with the state Environmental Assessment Worksheet (EAW). This includes updated guidance on state climate adaptation and resilience and greenhouse gas emissions/carbon footprint to assure compliance with the Minnesota greenhouse gas emissions law.

Both the EA and EAW will include draft and final documents for agency and public reviews. ~~Contractor~~SRF will coordinate with the Client~~County~~ and state for agency reviews of the EAW to comply with guidance of the Minnesota Environmental Quality Board.

~~Contractor~~SRF will address and answer the state EAW questions 1-20, additional EA federal issues, and state policy items with supporting data to sufficiently determine whether the project will cause an environmental effect. Additional federal issues and/or state policy items that must be addressed, including but not limited to the following:

A. Purpose and Need
B. Evaluation Criteria
C. Alternatives Analysis/Logical Termini
D. Cost Benefit Analysis per State policy.
E. Impacts not covered in EAW, or a different federal standard:
    1. Floodplain Assessment
    2. Section 4(f) Recreation Areas and Wildlife Refuge
    3. Section 7 US Fish and Wild Life Service
    4. Section 7a NPS
    5. Section 106 Historic Archeological

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6. Section 6(f) Land and Water Conservation Fund (LAWCON) funded properties
7. Traffic
8. Noise
9. Air
10. Environmental Justice
11. Bicycle and Pedestrian Issues
12. Social Impacts
13. Economic Impacts
14. Relocation Impacts

F. Public and Agency Involvement

Assumptions:

State to distribute EA notice of availability press release to local media and publish EA legal notice in local newspapers. State to provide affidavit of publication. Includes a 30-day public and agency comment period following publication and distribution of the federal EA and state EAW. Assumes one public hearing meeting during 30-day comment period held in open house format. State to provide court reporter for EA public hearing meeting.

Deliverables:

1. EA EAW (requirements described below)
2. Applicable to all deliverables under the environmental document section:
3. Standard: Applicable requirements listed on the State's TPDP website
4. Format: All files to be submitted electronically in MS Office (Word and Excel) files to facilitate convenient shared commenting and editing. Paper copies should be available upon request. Final drafts should be prepared in Adobe Acrobat with .pdf files created by converting the MS Office source files to assure all public-facing documents meet state standards for document accessibility.

8. Trunk Highway Environmental Decision Tree Document

~~Contractor~~SRF will complete the state environmental decision tree document in coordination with the Client~~County~~ and state Metro District Environmental Documents Coordinator.

Assumptions:

State Metro District Environmental Documents Coordinator will distribute the environmental decision tree document to MnDOT Office of Environmental Stewardship and FHWA Minnesota Division Office for concurrence.

9. Early Notification Memo (ENM)

~~Contractor~~SRF will prepare an Early Notification Memo for resource agency coordination and input using the Metro District ENM form; coordinate with the Client~~County~~ and Metro District Environmental Documentation staff to distribute to designated agencies; and review and incorporate into the corridor conditions relevant information received.

When there is adequate information for the purpose and need, preferred alternative and logical project termini, ~~Contractor~~SRF will work with the State and provide all necessary information to issue an ENM update, review and incorporate ENM responses into the Environmental Document Process, create checklist of follow up action items, and follow up as necessary.

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Assumptions:

State Metro District Environmental Documents Coordinator to distribute initial ENM and ENM update to MnDOT functional groups.

Deliverable:

1. Review and incorporate ENM responses, create follow actions, follow up as necessary.
2. Provide all information to issue an ENM update, review and incorporate responses in to the Environmental Document Process, create action items, follow up as necessary.

10. Environmental Agency Kick-Off and Progress Meeting

~~Contractor~~SRF will prepare materials for and facilitate an Environmental Agencies Kick-off Workshop that will include representatives of the federal, state and local agencies and partners that will participate in the federal and state environmental processes. The workshop will focus on environmental document type, process concurrence points, project purpose and need, alternative evaluation criteria, preliminary alternatives, environmental and engineering issues relevant to the study area.

~~Contractor~~SRF will also prepare for and facilitate an Environmental Agency Progress Review Meeting upon direction from the State's PM and State Environmental Document PM. The meeting will focus on alternatives decision-making and refinement, including potential mitigation measures, relevant to ongoing development of environmental documentation.

Assumptions:

Environmental agency kick-off and progress meeting included under Task 1.6.

Deliverable:

1. One environmental agency kick-off and up to 2 progress review meetings.

~~24.~~3. E
nvironmental Document Process Concurrence Points

~~Contractor~~SRF will prepare and confirm with the Client~~County~~, state (including MnDOT Office of Environmental Stewardship) and FHWA an Environmental Review Process Outline that describes the key points at which concurrence on the documents for key planning products in the EA and EAW processes is required by state and federal agencies (and cooperating agencies, if applicable). The outline should show document names and the topics they will address, submittal dates, agencies from which concurrence is needed, review periods, meetings if needed to resolve comments, responsible parties and staff necessary to obtain conditional concurrence and/or full concurrence from relevant agencies to complete the environmental documents.

Topics for which agency concurrence should be considered may include but is not limited to:

1. Logical termini
2. Environmental Document Type (from Environmental Decision Tree document)
3. Document page limits, formats
4. Stakeholder identification
5. Early Notification Memo findings

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6. Primary and secondary needs
7. Purpose and Need Statement (including annotated outline, draft and final documents)
8. Evaluation criteria and matrix, including SEE topics
9. Alternatives that do and do not meet Purpose and Need
10. Designation of Preferred Alternative
11. Agency and public review and comment process and requirements
12. Concurrence by State OES and FHWA
13. Project in STIP
14. Final Environmental Document review and approval process.

Assumptions:

Project does not include an agency coordination plan and does not include cooperating agency and participating agency involvement. Concurrence points with MnDOT Office of Environmental Stewardship and FHWA Minnesota Division Office included under other tasks in this scope of work.

Deliverable:

1. Environmental Document Process and Concurrence Points Process/List Documentation.

~~25.~~4. L
ogical Termini Analysis and Memo

~~Contractor~~SRF will create a logical termini write-up detailing the reasons for the end points of the project.

Logical termini discussion will satisfy the three general principals at 23 CFR 771.111(f).

~~Contractor~~SRF will facilitate state and FHWA review and concurrence of the logical termini selected.

Assumptions:

Logical termini for the project include Hennepin CSAH 19 (western project terminus) and Hennepin CSAH 116 (Arrowhead Drive) (eastern project terminus).

Deliverable:

1. Logical termini memo (narrative and maps)
2. Facilitate state and FHWA review and concurrence of logical termini

~~26.~~5. P
urpose and Need Statement

The Project Need Statement will identify the major transportation problem(s) within the project corridor to answer the question: Why is a project is being proposed? Needs should be justified and explained by drawing on relevant findings of the Corridor Conditions report, as well as input from agencies and the public. The Purpose and Need Statement should be consistent with MnDOT Transportation Project Development Process and guidance for crafting a Purpose and Need Statement, following the guidance

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for identifying primary and secondary needs, specific quantitative substantiating data, and additional considerations. The document should follow relevant FHWA Purpose and Need guidance.

~~Contractor~~SRF will first prepare an annotated outline for the draft Purpose and Need Statement to be reviewed for concurrence by FHWA, state and county.

~~Contractor~~SRF will then prepare the draft Purpose and Need Statement and participate in agency reviews. All comments on the draft will be logged and changes to the document in response described.

~~Contractor~~SRF will update the draft Purpose and Need Statement to the final version at the conclusion of the Alternatives Evaluation process.

~~Contractor~~SRF will facilitate and document the state and FHWA reviews of and concurrence with the Draft and Final versions of the Purpose and Need Statement.

Assumptions:

Annotated outline of Purpose and Need Statement not required. Purpose and Need Statement will use data collection and analyses included under Task 4 (Transportation Needs and Evaluation Criteria Report). Additional data collection and analysis is not required. Assumes Purpose and Need Statement from Task 4.1 remains valid. Preparation of draft and final Purpose and Need Statement under this task is not required.

Deliverable:

1. Annotated outline for Purpose and Need Statement
2. Draft and Final Purpose and Need Statement
3. Facilitation of State and FHWA reviews and concurrence of Draft and Final versions

~~27.~~6. E
valuation Criteria

~~Contractor~~SRF will develop a draft alternative evaluation criteria matrix and method for screening of the alternatives. The criteria should be drawn from the performance measures used to screen alternatives in the corridor evaluation for this project (Task 4), as well as other relevant measures that may be identified during the environmental process. Each criterion should be concisely described and include "good/fair/poor" thresholds.

Assumptions:

Evaluation criteria prepared under Task 4.2 remains valid. Evaluation criteria matrix and method for screening of the alternatives under this task are not required.

Deliverable:

1. Alternative Evaluation Criteria Matrix and method description

~~28.~~7. A
lternatives Analysis Development and Screening

~~Contractor~~SRF will work with the Client~~County~~ and state to develop the initial alternatives to be screened. The list will include but is not limited to the recommended alternatives from the Phase 1 corridor evaluation, as well as other alternatives that may be subsequently identified through additional

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analysis and engagement. The alternatives will be developed to a sufficient level of design detail for screening using the evaluation criteria agreed upon for the EA/EAW.

~~Contractor~~SRF will then screen the alternatives based on the process developed and prepare a report describing the alternatives considered, the process developed to evaluate them, the results of the evaluation, and the alternatives recommended to continue to be evaluated.

The screening process must also include the No-Build alternative and a Transportation Systems Management and Operations (TSMO) alternative of low-cost strategies to improve highway safety, efficiency and travel reliability.

Deliverable:

1. Screening Evaluation Matrix and memo

~~29.~~8. P
referred Alternatives Report

~~Contractor~~SRF will describe in plain language the range of alternatives considered during the project development process, including the corridor evaluation and alternatives screening processes, to reach a Preferred Alternative. This may include narrative, layouts, cost estimates, traffic modeling and other relevant information. ~~Contractor~~SRF will also clearly describe the alternatives that were dismissed and the reasons for doing so.

The Preferred Alternative should be described in detail with an illustrative project layout. At a minimum, the ~~Contractor~~SRF will produce the following alternatives:

- No-Build alternative
- Transportation Systems Management and Operations (TSMO) alternative
- Preferred Alternative

~~Contractor~~SRF will facilitate state and FHWA review and concurrence of the draft alternatives report.

Deliverable:

1. DRAFT Alternative Evaluation and Project Alternatives Report.
2. Facilitate State and FHWA review and concurrence of Project Alternatives Report.

~~30.~~9. F
inal Report

~~Contractor~~SRF will produce a Final Report that summarizes the information and decisions of the environmental review process. Technical documents with detailed supporting information should be included as attachments. The Final Report package may be incorporated by reference in the final environmental documents.

Deliverables:

1. Final Report and attachments
2. Facilitate state and FHWA review and concurrence of Final Report

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nticipated Investigation and Analysis Tasks for EA/EAW

~~Contractor~~SRF should be prepared to, and capable of, providing the following services and information to support the environmental review process.

d) Contamination Investigation, and Hazardous Materials and Regulated Waste

A contamination investigation, hazardous materials and regulated waste analysis and regulated materials will be required. The analysis will consist of a Regulated Waste, Phase I and possibly a Phase II Environmental Site Assessment, sampling and testing. MnDOT Office of Environmental Stewardship will separately complete Regulated Waste, Phase I and II Site Assessment, sampling, and testing.

~~Contractor~~SRF will add information from State's Regulated Waste, Phase I and II Environmental Site Assessments to the Environmental Documentation, as needed.

Assumptions:

Phase I Environmental Site Assessment (ESA) and Phase II drilling investigation to be completed by MnDOT Contaminated Materials Management Team (CMMT). Regulated waste investigations to be completed by MnDOT Regulated Materials Management Team (RMMT). Results from CMMT and RMMT investigations to be summarized in environmental documents. Stand-alone hazardous material and regulatory report not required. Environmental Due Diligence (EDD) process to be completed by MnDOT Metro District Right of Way and MnDOT CMMT.

Deliverable:

1. Hazardous Material and Regulatory report.

e) Wetlands/Jurisdictional Water Resources Delineation and Impacts Report

~~Contractor~~SRF will delineate jurisdictional wetlands and water resources for the project to complete Level 1 and Level 2 delineation and report. ~~Contractor~~SRF will use this information to determine the wetland impacts as related to the preferred alternative analysis and write up the physical impacts on water resources section of the environmental documents.

Assumptions:

1. ~~Level 1 Office Wetland Delineation (Level 1 Delineation) and~~ Level 2 Field Wetland Delineation (Level 2 Delineation) will be completed within an approximately 200-foot-wide corridor centered on Trunk Highway (TH) 55 from the intersection of Hennepin County State Aid Highway (CSAH) 19 to the intersection of County Road 118 (Arrowhead Drive) (Wetland Review Area).
2. ~~Level 1 Delineation to be completed in accordance with the U.S. Army Corps of Engineers (USACE) / Minnesota Board of Water and Soil Resources (BWSR) 2016 Guidance for Offsite Hydrology/Wetland Determinations.~~Level 1 Office Wetland Delineation (Level 1 Delineation) not required and not included in this scope of work. Wetland boundaries for alternatives screening and evaluation included under Task 2.0.
3. Level 2 Delineation to be completed during the 2026 growing season as defined by the Corps of Engineers Wetland Delineation Manual.
4. Up to 84 wetland areas are present in the Wetland Review Area.
5. The Client will obtain property access permissions for any private properties that need to be accessed to complete the Level 2 Delineation.

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6. The Minnesota Department of Transportation (MnDOT) is the Minnesota Wetland Conservation Act (WCA) Local Government Unit (LGU) for the portion of the Wetland Review Area within existing TH 55 right of way.
7. The City of Medina is the WCA LGU for the portion of the Wetland Review Area outside TH 55 right of way and within Medina limits.
8. The City of Corcoran is the WCA LGU for the portion of the Wetland Review Area outside TH 55 right of way and within Corcoran limits.
9. The City of Medina has a separate submittal form for WCA reviews.
10. The Client is responsible for WCA review fees from the cities of Medina and Corcoran, if required.
11. Level 2 Delineation to be completed in up to ten trips by two SRF staff in accordance with the 1987 Corps of Engineers Wetland Delineation Manual, the Midwest Regional Supplement to the Corps of Engineers Wetland Delineation Manual, regulatory guidance, and WCA standards.
12. Wetland delineation fieldwork will be completed in accordance with SRF safety standards.
13. Wetland boundaries will be recorded using a Global Navigation Satellite System (GNSS) receiver; flagging will not be placed around mapped boundaries.
14. Results of the Level 2 Delineation will be summarized in a Wetland Delineation Report.
15. The Client will provide review of the Wetland Delineation Report prior to submittal to the WCA LGUs and the U.S. Army Corps of Engineers (USACE).
16. One onsite Technical Evaluation Panel (TEP) meeting will be held, to be attended by one SRF staff person.
17. The Level 2 Delineation and preliminary design will be used to determine potential wetland impacts, which will be summarized in a Wetland Two-Part Finding form.
18. This scope does not include WCA, USACE, DNR, or MPCA permitting.

Deliverables:

1. ~~Wetlands/Jurisdictional Resources Delineation and Impacts report.~~ ~~Level 1 Delineation maps, recording forms, potential aquatic resource boundaries~~
2. Level 2 Delineation report
3. WCA/USACE Joint Application Form for wetland delineation
4. Final wetland and other aquatic resource boundaries in ArcGIS or CADD format
~~1.~~5. Wetland Two-Part Finding

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f) Benefit-Cost Analysis

~~Contractor~~SRF will prepare a benefit-cost analysis for alternatives (No-build, TSMO, and Preferred Alternatives) following the steps outlined on the MnDOT Benefit-Cost Analysis for Transportation Projects website: http://www.dot.State.mn.us/planning/program/benefitcost.html#section3.

Assumptions:

Assumes a benefit-cost analysis for one preferred alternative. Assumes a benefit-cost ratio greater than 1.0 for the preferred alternative. Benefit-cost analysis technical memorandum will be reviewed by MnDOT Central Office and included as an appendix to the environmental documents. Stand-alone FHWA review and concurrence not required.

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Deliverable:

1. Benefit-Cost Analysis report
2. Facilitate State and FHWA review and concurrence

g) Flood Plain Assessment

~~Contractor~~SRF will complete a Flood Plain Assessment as described by the guidance at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=608948

Assumptions:

Hydraulic analysis included under Task 16 (Stormwater Design).

Deliverable g):

1. Flood Plain Assessment report

h) Section 4(f)

Identify any 4(f) resources adjacent to state right of way in the project area. Section 4(f) documentation write up will assume to follow the Individual Section 4f Evaluation process. Confirming the Individual Section 4(f) requirement will be a concurrence point.

~~Contractor~~SRF will be responsible for working with FHWA to determine Section 4(f) impacts, a Section 4(f) documentation, complete Section 4f write up, coordinate 4(f) evaluation.

Assumptions:

Assumes the Section 4(f) de minimis process for Lake Independence Regional Trail along Hennepin CSAH 19. Assumes no other Section 4(f) resources in the project study area.

Deliverable:

1. Section 4(f) report
2. Facilitate State and FHWA review and concurrence

i) Visual Quality Impact Assessment

~~Contractor~~SRF will identify and list the impacts to the existing visual resources, the relationship of the impacts to potential viewers of and from the project, as well as, measures to avoid, minimize, or reduce the adverse impacts.

~~Contractor~~SRF will produce a Visual Impact Assessment. Where the potential exists for visual quality impacts, report will explain the consideration given to design quality, art and architecture in the project planning. Visual renderings will be produced as necessary.

Assumptions:

Visual Impact Assessment included under Task 17 (Visual Quality). Visual Impact Assessment to be reviewed by the Client~~County~~ and MnDOT functional groups. Visual Impact Assessment to be summarized in environmental documents and included in environmental document appendices. Concurrence with state and federal agencies not required.

Deliverable:

1. Visual Quality Impacts Assessment report
2. Concurrence with state and federal agencies

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j) Traffic

~~Contractor~~SRF will draw on the traffic conditions and forecast information produced during the Corridor Evaluation (Phase 1) to respond to the traffic-related questions in the state EAW. The ~~contractor~~SRF will also produce a report that explains how the No-build, TSMO, and Preferred Alternatives address the Purpose and Need Statement using data from traffic modeling. The report should include plain language narrative, tables and illustrative exhibits.

Assumptions:

Includes write-up for state EAW Item 20 (Transportation). Data collection and analysis for traffic conditions and forecasting included under Task 3 (~~Transporation~~Transportation Conditions). Additional traffic data collection and analysis is not required for environmental documents. Rationale that explains how the Preferred Alternative address the Purpose and Need Statement included under Preferred Alternative Report task. Stand-alone traffic report not required.

Deliverable:

1. Traffic report

k) Air Quality

~~Contractor~~SRF will respond to the questions in the state EAW for Air following the Air Quality guidance and template text outlined in MnDOT Transportation Project Development Process. ~~Contractor~~SRF will consult with Metro District Air Quality as needed. ~~Contractor~~SRF will prepare write-up for this section of the draft and final EA/EAW based on information from the tasks above.

Assumptions:

Includes qualitative assessment of National Ambient Air Quality Standards (NAAQS) and mobile source air toxics (MSATs). Quantitative modeling of carbon monoxide or MSATs not required. Stand-alone air quality report not required.

Deliverable:

1. Air quality report

l) Greenhouse Gas/ Minnesota Infrastructure Carbon Estimator (MICE) Analysis

For the state EAW only, ~~Contractor~~SRF will provide greenhouse gas analysis services using the MICE tool and guidance provided at: Greenhouse Gas Emissions Analysis - Sustainability and Public Health - MnDOT.

Deliverables:

1. Excel file of MICE analysis.
2. GHG MICE estimation report

m) Noise impacts

~~Contractor~~SRF will respond to noise-related the questions in the state EAW following the MnDOT TPDP guidance for noise analysis. ~~Contractor~~SRF will coordinate with the Metro District Noise Coordinator as needed. ~~Contractor~~SRF will prepare write-up for this section of the draft and final EA/EAW based on information from the tasks above.

Assumptions:

1. Project is a Type 1 project under 23 CFR 772, requiring traffic noise analysis.

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2. Traffic noise analysis based on 2017 MnDOT Noise Requirements, or the latest MnDOT policy.

3. Traffic noise modeling to be completed using FHWA's Traffic Noise Model (TNM) version 2.5.

4. Assumes 24-hour classified vehicle counts for the noise analysis can be retrieved from MnDOT Vehicle Class Location #8785 (east of the project area). Assumes the use of segment-based volumes (not the use of intersection turning movement counts).

5. Assumes loudest hour analysis of three candidate hours (AM, midday, and PM). Adjustments for seasonal variation in traffic volumes required.

6. Field measurements at six representative locations in the project area. To be completed in one site visit. Assumes field measurements validate with computer model results - no model adjustments or additional field measurements are required.

7. Assessment of interior noise levels not required.

8. Assumes there are no existing noise walls within the project area.

9. Includes noise modeling for existing conditions, future No Build Alternative, and one Build Alternative (preferred alternative) with adjustments for seasonal variation in traffic volumes.

10. Assumes land use analysis at no more than three locations throughout the project area.

11. Assumes there will be impacted receptors. Assumes no more than five modeled noise walls, if required, do not meet MnDOT's feasibility or reasonableness (noise reduction design goal, cost effectiveness) requirements. Noise wall solicitation of benefited receptors not required.

12. Assumes one round of MnDOT Metro and EMTU review of the noise report.

13. Assumes completion of MnDOT Noise Report and Modeling Accountability Checklist.

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Deliverable:

1. Draft and Final Traffic Noise ~~impacts~~ Analysis R~~r~~eport

2. MnDOT Noise Report and Modeling Accountability Checklist

~~1.~~3. TNM files

n) Community considerations

~~Contractor~~SRF will present socio-economic and population demographic data for the project area and perform analysis to identify potential or likely adverse impacts to residents, businesses, community facilities and/or organizations.

Assumptions:

Socio-economic and demographic data for project area and analysis of impacts to residents, businesses, community facilities and/or organizations described in environmental documents. Stand-alone community and business considerations report not required.

Deliverable:

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1. Community and business considerations report

o) Active transportation considerations

~~Contractor~~SRF will describe how the alternatives considered (No-build, TSMO and Preferred Alternatives) would affect the quality and characteristics of pedestrian and bicycle facilities with respect to safety, convenience and comfort of active transportation users. ~~Contractor~~SRF should first present a brief memo explaining the data and method(s) that will be used for this analysis.

Deliverables:

1. Active transportation analysis method memo
2. Active transportation analysis

p) Livability

~~Contractor~~SRF will consult with the Metro District Environmental Documentation Office and the MnDOT Office of Environmental Stewardship to update the Livability report produced during Phase 1 to develop a method for reporting and evaluating the impact of alternatives on the people, businesses and quality of life in the project area for reporting in the federal EA and state EAW documents.

Deliverable:

1. Livability report

q) Local business impacts

~~Contractor~~SRF will report common measures of existing local business activity (i.e., sales, numbers of customers, employment) in the project area. ~~Contractor~~SRF will assess the potential benefits and adverse impacts on local businesses that could occur as a result of each of the alternatives, as well as construction-phase impacts of each alternative and possible strategies to mitigate adverse construction impacts.

Assumptions:

Commercial/office/industrial land uses in the project study area and business access to TH 55 will be summarized in the environmental documents. Business relocations, if any, will be identified in the environmental documents. Temporary impacts to businesses during construction will be described in the environmental documents. Business outreach and communications included under Task 20 (Public Involvement). Assumes no substantial business impacts. Stand-alone local business impacts report not required.

Deliverable:

1. Local business impacts report

r) Right of Way (R/W) Impacts

~~Contractor~~SRF will identify the number of parcels and estimated area of additional state right of way needed from each and in total for the corridor that would likely be needed for each of the alternatives.

~~Contractor~~SRF will use this information to prepare the text for the environmental document that addresses: Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and 49 Code of Federal Regulations (CFR) Part 24; discussion of relocation assistance; and discussion of replacement housing/business location availability.

Assumptions:

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Right of way impacts and relocations to be summarized in environmental documents. Right of way impact figure included environmental document appendices. Stand-alone right of way impacts report not required.

Deliverable:

1. Right of way impacts report with maps showing parcel-by-parcel estimated impacts

s) Section 106 Review (Cultural Resources)

State's Cultural Resources Units (CRU) will perform the cultural resources reviews for the project, including archaeology or architectural history surveys that CRU determines necessary, for completion of the Section 106 process. ~~Contractor~~SRF will use that information to write the cultural resources section of the environmental documents. CRU and State's Historical Preservation Office correspondence will be included as an appendix to the environmental document.

Assumptions:

MnDOT CRU will prepare Phase I and Phase II architectural history and archaeology surveys. MnDOT CRU will prepare Section 106, Minnesota Historic Sites Act, and Minnesota Field Archaeology Act findings and submit to SHPO for concurrence. Assumes a no adverse effect finding to historic resources and concurrence by SHPO. Full consultation and Section 106 Memorandum of Agreement (MOA) not required.

Deliverable:

1. Cultural resources impacts report

t) Section 6(f)

~~Contractor~~SRF will determine if there are any areas within project limits where LAWCON funds were used in the construction of park land. ~~Contractor~~SRF will write up those findings in the environmental document.

Assumptions:

Assumes no properties acquired or developed using Land and Water Conservation Fund (LWCF) resources in the project study area. Assumes no impact to Arnold Klaers Baseball Field along Hennepin CSAH 19 south of TH 55 in Loretto. No LWCF involvement exists on this project. Stand-alone Section 6(f) impacts report not required.

Deliverable:

1. Section 6(f) impacts report

u) Threatened and Endangered Species

State will supply correspondence regarding state and federally-listed species or designated critical habitat within the project area and, if necessary, provide more detailed analysis during the EA process. If a determination of effect cannot be made prior to public review of the EA/EAW, the EA should describe the coordination between agencies and steps being undertaken to reach a determination.

~~Contractor~~SRF will be responsible for coordinating with environmental offices to complete the Federal and State Threatened and Endangered Species sections of the EA/EAW.

Planned activities to make a Section 7 Endangered Species Determination include:

1. Bat, bumble bee and mussel survey

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2. Biological opinions for each species with an adverse impact
3. Consultation with U.S. Fish and Wildlife Service (USFWS)

Completion of required threatened and endangered species surveys will be determined upon review of initial information and assessment of MnDOT Office of Environmental Stewardship.

Assumptions:

Section 7 Endangered Species Act determination to be completed by MnDOT Office of Environmental Survey. Habitat surveys, if required, to be complete by MnDOT Office of Environmental Stewardship. Assumes informal consultation with USFWS by MnDOT Office of Environmental Stewardship. Formal consultation with biological opinion and biological assessment not required. MnDOT Office of Environmental Stewardship and USFWS correspondence to be summarized in environmental documents and included in environmental document appendices. Stand-alone threatened and endangered species report not required.

Review for state-listed threatened and endangered species to be completed by MnDOT/DNR Liaison as part of ENM process. Assumes no impact to state-listed species or critical habitat. State-listed species surveys not required. Avoidance plans or Minnesota DNR incidental take permit not required. MnDOT/DNR Liaison response to ENM to be summarized in environmental documents and included in environmental document appendices.

Deliverable:

1. Threatened and Endangered Species report

11. Preliminary Design of the Recommended Alternative

Develop a preliminary design of the Recommended Alternative (approximately 30% design completion) through its continued refinement. Develop a geometric layout for the study corridor that meets state design standards, the Purpose and Need Statement, and the goals of local, County, and state plans.

~~32.~~11. F ile Formats

a. Conceptual geometric layout: PDF
b. Preliminary geometric layout and profiles, including centerlines, curb/flow lines, sidewalks, bike lanes: PDF
c. Final certified geometric layout and profiles: PDF
d. Microstation files to meet state drafting guidelines: DGN

~~33.~~12. S tandards and Guidance

a. MINN. STAT. 161.162, Subd. 2 (https://www.revisor.mn.gov/statutes/cite/161.162)
b. Highway Project Development Process (HPDP)/Minnesota Department of Transportation: Geometric Layouts (Project Development – MnDOT (state.mn.us).
c. Access Management Manual (http://www.dot.state.mn.us/accessmanagement/resources.html)
d. Road Design Manual (https://roaddesign.dot.state.mn.us/roaddesign.aspx)
e. Facilities Design Guide (https://roaddesign.dot.state.mn.us/facilitydesign.aspx)

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f. Standard Plans (https://standardplans.dot.state.mn.us/StdPlan.aspx)

g. Standard Plates (https://standardplates.dot.state.mn.us/StdPlate.aspx)

h. Load and Resistance Factor Design (LRFD) Bridge Design Manual (http://www.dot.state.mn.us/bridge/lrfd.html)

i. Traffic Engineering Manual (http://www.dot.state.mn.us/trafficeng/publ/tem/index.html)

j. Minnesota Manual on Uniform Traffic Control Devices (MN MUTCD) (http://www.dot.state.mn.us/trafficeng/publ/mutcd/index.html)

k. State Aid Manual (http://www.dot.state.mn.us/stateaid/manual.html)

l. Traffic Engineering Publications (http://www.dot.state.mn.us/trafficeng/publ/index.html)

m. Technical Memoranda (https://techmemos.dot.state.mn.us/techmemo.aspx)

n. Geometric Layout Development (Geometric layout development [PDF] [state.mn.us])

o. Complete Streets Handbook Complete Streets Handbook

p. Bicycle Facility Design Manual (www.dot.state.mn.us/bike/bicycle-facility-designmanual. html).

~~34.~~13. R
efine Recommended Alternative

~~Contractor~~SRF will:

a. Review the Corridor Evaluation and Recommended Alternative Reports.

b. Perform additional analyses of the Recommended Alternative as needed to support state and federal environmental document screening requirements, which may include but are not limited to: safety, mobility, connectivity, cost estimation, environmental, infrastructure, local stakeholder support, and greenhouse gas emissions. Additional and/or alternate analyses may be proposed to improve efficiency and control costs for this task.

c. Determine if the Recommended Alternative meets (or has the potential to meet) threshold(s) for highway capacity expansion project(s) under Sec. 174.01 MN Statutes Subd 3. Greenhouse gas emissions targets. If necessary, ~~contractor~~SRF will apply state Transportation Greenhouse Gas Emissions Impact Assessment to estimate GHG emissions over a period of 20 years and the net change in vehicle miles traveled (VMT) resulting from the Recommended Alternative. The results should be considered in scope/design changes and impact mitigation measures that may be required. Analysis assumes input and coordination from state regarding the Impact Assessment tool.

~~35.~~14. P
repare Conceptual Geometric Drawings

~~Contractor~~SRF will:

a. Evaluate the Recommended Alternative and provide further refinements on engineering design details, including design parameters, potential design exceptions, traffic operations, and safety.

b. Coordinate with the Client~~County~~, Hennepin County, state, local governments, and other stakeholders to understand potential land use changes and/or redevelopment sites and refine Recommended Alternative to accommodate potential land use changes.

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c. Coordinate with state on planned or programmed infrastructure, maintenance, asset management or other related changes to the roadway.

d. Coordinate with state, Metropolitan Council Environmental Services (MCES), cities and utility companies to understand the location of existing utilities. Conceptual geometric drawings should identify utilities that would need to be relocated. Steps 1-3 of the utility coordination process will be conducted to coordinate utilities.

e. Prepare conceptual geometric drawings for the Recommended Alternative for State review.

f. Prepare preliminary cost estimate for the Recommended Alternative.

g. Concept drawing(s), which are not required to be in Computer-aided design and drafting (CADD) format, but which must include:

1) Alignments
2) Profiles
3) Two-dimension line work
4) Preliminary cost estimates

~~36.~~15. V isualizations

~~Contractor~~SRF will produce maps, photo simulations, or other visual aids suitable for non-technical audience presentations and discussions. The ~~contractor~~SRF will create a one (1) fly-through video that demonstrates the existing vs proposed preferred alternative design. Deliverables will be a video rendered at 1920x1080p (full HD) 30fps using h.264 compression delivered as MP4.

~~37.~~16. P repare Preliminary Geometric Layout and Profile

~~Contractor~~SRF will:

a. Prepare a preliminary geometric layout based on the selected Preferred Alternative, using the results of public engagement and other technical analysis, for State review. Preliminary geometric layout will be used to coordinate design details with State and determine the correct design application of design features. Preliminary geometric layouts must include enough detail to understand design approach.

b. Prepare and submit a preliminary construction cost estimate for the layout. The preliminary cost estimate will include costs for major construction items, project contingency representing expected but non-quantified costs, and risk assumptions.

Preliminary Geometric Layout components must include:

a. Profile(s)

b. Draft pedestrian ramp configuration

c. Draft Pedestrian Access Route (PAR)

d. Sidewalks, bikeways, and /or side-paths (i.e., shared use paths)

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e. Proposed design vehicle turning movements
f. Proposed control vehicle turning movements
g. Initial 3D design model
h. Design vehicle determination
i. Layout Content Review
j. Preliminary drainage design

~~38.~~17. **C**

onduct Metro Layout Review Committee Review of Preliminary Design Layout

~~Contractor~~SRF will:

a. Coordinate with Metro Layout Review Committee to obtain agreement on the final design approach to meet project objectives.

Deliverables:

a. Formal final design approach concurrence from Metro Layout Review Committee in trackable format (memo or correspondence)

~~39.~~18. **C**

onduct State Geometric Design Support Unit (GDSU) Review of Recommended Alternative Layout

~~Contractor~~SRF will:

a. Coordinate with the GDSU to obtain agreement on the final design approach to meet project objectives.

Deliverables:

a. Formal final design approach concurrence from GDSU in trackable format (memo or correspondence)

~~40.~~19. **C**

onduct FHWA Preliminary Layout Coordination (if necessary)

If state determines it is necessary, coordinate with state and FHWA MN Division to obtain agreement on the final design approach.

~~41.~~20. **P**

repare Final Geometric Layout and Profile

~~Contractor~~SRF will:

a. Prepare a final geometric layout, based on the preliminary geometric layout, representing all applicable information identified in the GDSU Content Review form Geometric Layouts - Guidance - Project Development - MnDOT

b. Coordinate comments received from GDSU with state input and direction. ~~Contractor~~SRF will incorporate resolved comments into a final geometric layout and profile. The final geometric layout will be used to document recommended alternative for the final design approach.

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c. Refine the preliminary cost estimate to reflect changes in the final geometric layout. Components in the final geometric layout cost estimate includes costs for major construction items, project contingency representing expected but non-quantified costs, and risk assumptions. The cost estimate is not expected to be in the form of a Statement of Estimated Quantities (SEQ) cost estimate and may be in any format that provides an appropriate cost estimate at this project stage.

d. Submit a project funding map that identifies project components with different funding configurations. The funding map will follow the guidelines shown in this document SEQ Guidance (PDF) (state.mn.us).

e. Determine the funding arrangement for the project.

~~42.~~21. ~~C~~
~~ontractor~~SRF **Deliverables**

a. Final layout content review form
b. Final geometric layout and profile
c. Final geometric layout cost estimate
d. Layout content review form
e. Project funding map

~~43.~~22. **R**
evise and Sign Geometric Layout

~~Contractor~~SRF will:

a. Coordinate comments received from GDSU based on final geometric layout review with state for incorporation.
b. Incorporate resolved comments into the final layout prior to signature.
c. Finalize layout construction cost estimate based on resolved comments.

~~44.~~23. ~~C~~
~~ontractor~~SRF **Deliverables**

a. Final certified staff-approved layout
b. Final geometric layout cost estimate to construct

12. Design Memorandum/Exceptions

Prepare the design memorandum documenting design decisions and approved design exceptions for a project. The design memorandum will account for all exceptions to the controlling design criteria identified in the road design manual and/or the facilities design guide. The design memorandum will list all design standards for a project.

~~45.~~24. **S**
tandards and Guidance

Includes but not limited to:

a. Geometric Design Geometric Layouts - Guidance - Project Development - MnDOT
b. Geometric design standards, exceptions Geometric Design and Layout Development - MnDOT
c. Road Design Manual Manuals - MnDOT
d. Facilities Design Guide Facility Design Guide - MnDOT

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e. Transportation Project Development Process (TPDP) (Project Development - MnDOT
f. Design Memo Template Design Resources - Geometric Design and Layout Development - MnDOT

~~46.~~25. P

repare and Approve Design Memo

~~Contractor~~SRF will:

a. Use the state Design Memorandum Template to identify all design criteria. The design criteria will be dependent on project type, reflect applicable project and state standards, and be recorded in the project-specific design memorandum.
b. Identify any portions of the project not meeting the controlling design criteria based on project type and standards and provide justification.

~~Contractor~~SRF deliverables:

a. Draft and Final Design Memorandum

13. Construction Limits

Prepare construction limits that identify project impacts identified by the Recommended Alternative. Development of construction limits will be utilized for the taking of right-of-way required for project construction and also to determine contaminated materials investigation need.

~~47.~~26. S

tandards and Guidance

ROW Manual (http://www.dot.state.mn.us/row/rowmanuals.html)

~~48.~~27. P

repare Preliminary Cross-Sections

When a staff-approved geometric layout is required for a project, ~~Contractor~~SRF must develop preliminary cross-sections as the final geometric layout is being developed. ~~Contractor~~SRF will:

a. Prepare and submit preliminary cross-sections based on initial project design assumptions,
b. including primary typical sections, preliminary profiles, and preliminary alignments.
c. Prepare and submit a draft construction limits map based on the developed preliminary
d. cross sections.

Deliverables:

a. Preliminary typical cross-sections
b. Draft construction limits map

~~49.~~28. R

eview and Revise Preliminary Cross-Sections

~~Contractor~~SRF will:

a. Prepare and submit update cross-sections based on State reviews of preliminary cross-sections, design elements, and geometric design assumptions. Cross-sections must be modified to reflect changes due to comments on alignments, profiles, or roadway geometry as well as design refinements through project development.

Deliverables

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a. Revised cross-sections

~~50.~~29. P
repare and Submit Preliminary Construction Limits

After final review by the State, preliminary construction limits must be submitted concurrent with the final geometric layout for signature. ~~Contractor~~SRF will prepare and submit preliminary construction limits for ROW acquisition. ~~Contractor~~SRF must utilize and include the following, as applicable, when determining construction limits:

a. Final typical sections
b. Approved roadway profiles
c. Final roadway alignments
d. Special ditch grades
e. Stormwater management features
f. Final cross-section information
g. Stormwater treatment and/or rate control facilities
h. Utility relocations
i. ADA requirements

Deliverables:

a. Preliminary construction limits map

14. Intersection Control Evaluation

~~Contractor~~SRF will complete Intersection Control Evaluations at up to four locations for existing conditions, the future No-build and Recommended Alternative. Locations to be proposed by ~~contractor~~SRF.

~~51.~~30. S
tandards and Guidance

The ICE must be completed in accordance with the MN MUTCD and Minnesota Intersection Control Evaluation Manual. Items to be addressed include:

a. Historical crash data (past 10 years)
b. Example ICE reports of similar level of detail (if requested).
c. Existing traffic signal timing information (if requested).
d. Forecasting information, including travel demand model, and studies relating to any future land use plans or other data to support the development of traffic volume forecasts.
e. StreetLight data
f. Previously completed analysis at the study location
g. Engagement summaries from public engagement activities
h. Previously collected multimodal intersection movement counts.

~~52.~~31. M
ilestones Review

~~Contractor~~SRF will coordinate the multiple tasks to be completed prior to initiation of the ICE review.

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~~53.~~32. I

CE Review Process and Report

~~Contractor~~SRF will:

a. Schedule and facilitate ICE kickoff meeting with the Client~~County~~ and designated staff to determine project details and establish appropriate contact personnel.
b. Develop database and exhibits for turning movement count data.
c. Document a field assessment including intersection geometry, utilities, operations, access, and other factors that may influence the design alternatives.
d. A large-scale map (1 inch = 500 feet) showing the intersection in relationship to nearby roadways, access points, or other significant land uses.
e. An existing conditions aerial layout (1 inch = 50 feet) of the intersection identifying lane configuration, shoulders, medians, pedestrian and bicycle facilities, ROW limits, access driveways, buildings, drainage structures, posted speed limits, and current intersection traffic control.
f. A review of the most recently available 5-year historical crash data and safety analysis that includes developing a collision diagram, calculating the safety metrics: crash rate, critical rate, critical index, Fatal and Severity Rate (FAR), FAR rate, and FAR index, and determining the main contributing factors for the crashes. Analysis should include a distribution of factors by Focus Areas identified in the Strategic Highway Safety Plan (SHSP) and how the project will incorporate the SHSP Strategies and Tactics to improve the safety at all intersections
g. AM and PM peak hour traffic operations analyses for existing conditions and document key measures of effectiveness including delays, level of service (LOS), and 95th percentile queue lengths.
h. A review and high-level analysis of StreetLight data for autos, bicycles, and heavy vehicles/freight to understand general travel patterns along and across the corridor.
i. Prepare a draft and final ICE report documenting the traffic operations and alternative selection process for review and approval.
j. Identify preliminary cost participation estimates for each jurisdiction based on the final ICE report. Draft cost participation agreement with local jurisdictions.

Deliverables:

a. Field assessment documentation
b. Study Area, Corridor and Intersection exhibits
c. Exhibits of traffic volume data and comparison for three collection intervals
d. 5-year crash analysis summary
e. Existing traffic operations summary
f. StreetLight analysis and exhibits
g. Draft and final ICE report for nine study intersection along TH 55
h. Identify preliminary cost participation estimates and draft cost participation agreement with local jurisdictions.

~~54.~~33. C

orridor Capacity Analysis

~~Contractor~~SRF will complete a capacity analysis using VISSIM for No-Build and Recommended Alternative.

The modeling limits for the analysis are listed below.

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a. TH 55 from Townline Road to CSAH 101 (Medina, MN)

The ~~Contractor~~SRF will model and analyze the following scenarios for AM and PM peak period conditions:

a. 2024 Base Conditions.
b. 2030 Opening Year No Build scenario.
c. 2030 Opening Year Recommended Alternative scenario.
d. 2050 Design Year No Build scenario.
e. 2050 Design Year Build scenarios (maximum of 3 scenarios).

The modeling will conform to the current "MnDOT Modeling Guidelines" and "CORSIM Calibration Parameters". The modeling will conform to the modeling process outlined in the current "Advanced CORSIM Modeling Manual". These are available by request.

Intersection control and geometric improvements will be evaluated in VISSIM for signals and other intersection treatments that may be included in the Recommended Alternative. ~~Contractor~~SRF will review and utilize the future volume forecast growth as appropriate from the planning study and assumed to be 2050.

~~Contractor~~SRF will:

a. Review Corridor Evaluation traffic forecasts to determine appropriate growth rates to apply to updated existing data (for future 2030 and 2050 conditions analysis).
b. Develop calibrated 2024 Base Conditions models for both the AM and PM peak hour.
c. Develop AM and PM peak hour models for the 2030 and 2050 No Build scenarios.
d. Develop AM and PM peak hour models for the 2030 Recommended Alternative scenario and the 2050 Build scenarios.
e. Prepare and submit a Traffic Analysis Report that documents the modeling process. Document key measures of effectiveness including delays, intersection LOS, average queue lengths, and 95th percentile queue lengths.
f. Determine expected crash rates for the alternative intersections using Crash Modification Factors (CMF). The expected crash rates will be used in conjunction with the forecast daily entering volumes for the study intersection(s) to estimate the number of crashes for each intersection alternative. Document the expected crash rates for each alternative and the benefit to intersection.
g. Analyze and document the pros and cons of alternatives in terms of pedestrian and bicyclist accommodations, safety, and accessibility. Conduct a Design Flag Assessment of the existing and intersection alternatives, including review of previously conducted assessments as available. This will include evaluation of conflict points, pedestrian exposure, and will be calculated for each signalized intersection and corridor segment.
h. ~~Contractor~~SRF will develop concept cross-section sketches to support the alternatives screening process for up to eight alternatives.
i. ~~Contractor~~SRF will develop preliminary cost estimates for up to eight alternatives, including costs for major construction items, project contingency representing expected but unquantified costs, and risk assumptions. The preliminary cost estimate will be used as a tool to help determine a preferred project alternative.
j. Conduct a cost-benefit analysis accounting for the user delay (considering driving, walking, biking, and transit) and crash-reduction benefits for each alternative. Cost-benefit analysis should breakout the cost-benefit of delay and safety separately and provide a combined analysis so that analysis clearly shows how much benefit is being derived from safety as compared to

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user delay of various modes. Prepare a Benefit- Cost Analysis Memorandum documenting the methodology and results of the benefit-cost analysis.

k. Schedule and facilitate two alternatives analysis meeting with the Client~~County~~ and PMT to review the results of the corridor capacity analysis.

Deliverables:

a. Traffic Analysis Report
b. Expected crash summary for alternatives
c. Summary of multi-modal pros and cons for each alternative
d. Concept cross-section sketches and preliminary cost estimates (up to 8 alternatives)
e. Benefit-cost analysis results and memorandum
f. Agenda, materials, and summary for alternatives analysis meeting

15. Municipal Consent Investigation and Preparation

This task involves investigation and preparation information for the process of obtaining municipal consent if required for a Recommended Alternative. Municipal consent would be determined by each city(ies) passing a resolution of support. Municipal consent is not required for maintenance activities or construction or installation of traffic safety measures (MN Statutes, section 161.163, subdivision 2) such as those that regulate traffic, install traffic control devices, or other safety measures.

~~55.~~34. I
nvestigate Municipal Consent Requirements

After review of the layout, ~~Contractor~~SRF will prepare an opinion on whether or not Municipal Consent will be required for the project. Opinion should be in the format described in State Municipal Consent Project Development guidance.

~~56.~~35. P
repare and Send Municipal Consent Package to Cities

~~Contractor~~SRF will prepare the municipal consent request package, which must include:

a. Request letter
b. Final geometric layout (use statute language)
c. Cost estimate identifying the city's share of the project cost
d. Project purpose
e. Route location
f. Short description of the proposed design of the highway
g. Additional supporting data that may not be known

~~Contractor~~SRF will facilitate and attend up to three meeting(s) with the city(s) to: Present Final Layout and project cost including city's cost share.

Deliverables:

a. Municipal consent package
b. Meeting materials, agenda, and meeting summary for each meeting

16. Stormwater Design

~~57.~~36. S

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tormwater Drainage Design Plan

It is expected that ~~Contractor~~SRF has prior experience on highway construction projects performing water resources engineering tasks, including the use of Open Roads Designer (ORD) Drainage with Bentley Software, Geographic Information Systems (GIS), Hydro CAD, Storm Water Management Model (SWMM), and other stormwater software.

~~Contractor~~SRF will:

a. Identify applicable requirements and permits, including those from local Watershed Management Association, state, and other involved agencies.
b. Produce a preliminary drainage design plan for the No-build and Recommended Alternative
c. A preliminary drainage design plan should identify the requirements for stormwater management. This plan requires a feasible method of conveyance of the stormwater and an acceptable stormwater treatment design. This is required to identify potential locations for stormwater management facilities, ~~such that construction limits and ROW acquisition needs can be determined.~~

~~58.~~37. S

tormwater Stakeholder Meetings

~~Contractor~~SRF will lead and facilitate meetings for the stormwater design of the project. Close coordination with these agencies to develop ponding locations and stormwater treatment design and methods will follow close coordination with these agencies.

~~59.~~38. S

tormwater Guidance

a. Current version of the NPDES Construction Stormwater Permit
b. Minnesota Pollution Control Agency (MPCA) Minnesota Stormwater Manual
c. Minnesota Department of Natural Resources (DNR) Best Practices for Meeting DNR
d. General Public Waters Work Permit
e. FHWA Hydraulic Design Series No. 4, Introduction to Highway Hydraulics
f. FHWA Hydraulic Design Series No. 5, Hydraulic Design of Highway Culverts
g. FHWA Hydraulic Engineering Circular Number 14 (HEC-14), Hydraulic Design of Energy
h. Dissipators for Culverts and Channels
i. FHWA Hydraulic Engineering Circular Number 15 (HEC-15), Design of Roadside Channels
j. with Flexible Linings
k. FHWA Hydraulic Engineering Circular Number 22 (HEC-22), Urban Drainage Design Manual
l. Local Watershed Management Organization stormwater rules.
m. Other identified during discovery by ~~Contractor~~SRF.

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tormwater Standards

a. Stormwater Storage and Treatment Systems:

i. Construct all stormwater treatment and storage systems with a minimum of two feet of vertical freeboard above the high-water level (HWL) of a 100-year, 24-hour storm event to the berm crest (continuous flat surface).

ii. Construct berm crest width of five feet, minimum.

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iii. Provide a wet pretreatment basin/cell upstream of all infiltration and filtration systems unless another method is approved by state Metro District Water Resources Engineer.

iv. Underground structural stormwater storage and/or infiltration facilities will not be approved on this project, unless approved by the District Water Resources Engineer.

b. Wet Stormwater Ponds and Filtration Basins:

i. Linear stormwater ponds and filtration basins if they are located within a very high or a high-vulnerability area of a Drinking Water Supply Management Area (DWSMA), within an Emergency Response Area (ERA), or located within contaminated soils.

ii. Provide a minimum of depth from the normal water level (NWL) to the pond bottom

iii. Provide a 1:10 (V:H) bench extending from a wet pond NWL a minimum of 10 feet horizontally into the pond. Above the NWL, slopes must be no steeper than 1:3 (V: H) with 1:4 slopes preferred.

iv. Base filtration rates for the design of the filtration basin on the MPCA Stormwater Manual. Base ponding depth within the filtration basin on the design filtration rate and a maximum 48-hour drawdown period of at least three feet and a maximum depth of 10 feet.

c. Infiltration Basins:

i. Infiltration basins will not be located within a very high or a high-vulnerability DWSMA or within an ERA. For proposed infiltration within other DWSMA vulnerability areas, written approval must be received from the corresponding City.

ii. Infiltration is not permitted in areas with soil or groundwater contamination, karst, within three feet of a regional groundwater table, in Hydrologic Soil Group D, where soil infiltration rates are more than 8.3 inches per hour without modification, within 200 feet of a private water supply well, within 100 feet from a septic system, or within 100 feet of buildings or building foundations.

iii. Base infiltration rates for the design of infiltration basins on measured infiltration rates along with the MPCA Stormwater Manual correction factor. Alternatively, use the MPCA Stormwater Manual design infiltration rates for the applicable soil texture.

iv. Provide an overflow to establish the maximum water quality ponding depth to achieve the required maximum 48-hour drawdown period.

d. Hydrologic Methods:

i. Design the drainage system so pre-project conditions are not exceeded for flood damage potential.

ii. Design stormwater storage and treatment facilities using the Atlas.

All deliverables must be prepared using an approved drainage design software (see attachment)

~~61.~~40. **P**

reliminary Stormwater System Analysis

~~Contractor~~SRF will compile available water resources-related information, regulatory requirements applicable to the project, and develop a water resources design criteria summary document. The summary document must include and identify:

a. Existing stormwater drainage plans, models, and survey data including available data on culverts, ditches, storm sewer systems, and stormwater treatment systems within the project area.

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b. Information collected during the field survey relating to existing conditions.

c. Available soil conditions where infiltration, filtration, and wet ponds are ~~proposed and where stormwater trunk line piping is proposed~~. Identify the source(s) of the data including web-based data, soil borings, and other.

d. Water resources issues including, but not limited to, areas with historically inadequate drainage (e.g., known flooding areas, citizen-identified concerns, and complaints), environmentally sensitive areas, localized flooding, and maintenance problems associated with drainage, erosion areas, high groundwater table areas, areas known to contain contaminated soil or water, karst areas, ERAs, and DWSMAs including the degree of vulnerability of each DWSMA throughout the project area.

e. Volume control and ~~,~~ water quality~~, and rate control~~ requirements as imposed by federal and state government regulations, MnDOT District Hydraulic Guidelines, watershed district and/or watershed management organization standards and rules, and any local governmental unit standards and rules.

f. ~~Existing drainage systems that require cleaning and/or inspection and make recommendations if features need repair or replacement.~~

~~Contractor~~SRF will prepare drainage overview map(s) for the project area including:

a. Existing and proposed drainage features including, but not limited to, culverts, ditches, storm sewer, outfalls, drop inlets, catch basins, wet ponds, dry ponds, infiltration basins, and filtration basins. Available municipal drainage system information must be included.

b. ~~Delineated drainage areas to each point of inflow and outflow from the project. Existing and proposed drainage areas must identify the time of concentration and modeled peak flows for the design events identified in the water resources design criteria summary. Existing and proposed ponding or detention areas must show the model peak water surface elevation for the 100-year design storm event.~~

c. All waters within 1 mile of the project that receive project runoff: public waters, outstanding resource value waters, special waters, and impaired waters.

d. Federal Emergency Management Agency (FEMA) Floodplain boundaries, Watershed District flood elevations and/or floodplain boundaries, National Wetlands Inventory (NWI) wetland boundaries, jurisdictional ditches, karst areas, ERAs and DWSMAs, and other relevant drainage system information including agricultural drainage tile systems within and adjacent to the project area.

e. ~~Existing drainage infrastructure and locations for repair, lining, replacement, and erosion control recommendations.~~

v) ~~Contractor~~SRF Deliverables

a. Water resources design criteria summary, including all standards which are to apply for the project.

b. Drainage overview map(s) for existing conditions, the map is to demonstrate stormwater challenges in the corridor.

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reliminary Stormwater Design

~~Contractor~~SRF will:

a. Develop preliminary ~~existing and proposed conditions hydrologic/hydraulic models of the project area and perform modeling as necessary to ensure project conformance to project design standards and permitting requirements. Analyses will be completed for the design storm events identified in the water resources design criteria summary document.~~pond sizes based on water quality requirements. No hydraulic modeling or rate control analysis is required.

b. Prepare a preliminary stormwater system design and a corresponding preliminary stormwater ~~design report~~technical memorandum. The ~~design and report~~technical memorandum must include documentation of the preliminary design, including how the meets the requirements identified in the water resources design criteria summary document. The ~~report~~ memorandum must provide documentation of the following:

i. Total disturbed soil area, existing and proposed impervious area, reconstructed impervious area, and resulting regulatory requirements for volume control and water quality treatment.

ii. Preliminary sizes and locations of culverts, storm sewer trunk lines, and outfalls.

iii. The location~~, size, type, slope, computed headwater for the existing (where applicable) and proposed conditions discharges,~~ and preliminary invert elevations of each culvert and outfall.

iv. Preliminary location, surface area, and treatment volume depth of potential stormwater treatment systems including preliminary grading sufficient to establish construction preliminary limits~~, and ROW needs.~~

v. Preliminary ~~C~~construction limits ~~and required ROW~~ for all drainage system facilities and stormwater treatment systems.

vi. Drainage tile system impacts and required connections and rerouting.

vii. How the preliminary drainage system design will preserve existing drainage patterns wherever possible unless approved by the District Water Resources Engineer.

viii. Coordination with the State Bridge and Utilities Office and District Water Resources Engineer.

~~ix. Modeling results of existing and proposed conditions stormwater systems as required for project permitting and/or as directed by the District Water Resources Engineer.~~

~~x. Cost participation by others as required in the State of Minnesota MnDOT Cost Participation Policy as described here Cost Participation Policy Other Guidance - Project Development - MnDOT (state.mn.us)~~

w) ~~Contractor~~SRF Deliverables

~~a. Existing and proposed conditions hydrologic/hydraulic models~~

b. ~~Concept drainage design~~Water quality needs table for each corridor layout proposed.

i. Stormwater Treatment Design Summary

~~ii. Preliminary storm sewer layout~~

~~c. Preliminary stormwater system design~~

i. Drainage overview map(s) for proposed conditions

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~~ii. Storm sewer design with invert elevations such that all structures within the proposed design will have sufficient cover to be constructed.~~

iii. Preliminary stormwater ~~design report~~technical memorandum

~~d. Memorandum of Understanding if required for the preliminary design which describes and documents a stormwater treatment design which addresses the requirements of the regulatory agencies and cost participation with the design.~~

~~e. Preliminary cost estimates for the different systems with cost participation by the partner agencies.~~

~~f. Preliminary cost estimate for the requisite maintenance required for the stormwater systems developed for the preliminary design.~~

~~63.~~42. R
equest Soil Borings/Piezometers

~~Contractor~~SRF will prepare a request for a soil boring investigation for the potential stormwater treatment system locations identified in the preliminary ~~stormwater design report~~technical memorandum. The request must include a map of the requested stormwater treatment systems and the preferred location(s) of borings within each treatment system including:

a. The required number of borings at each location needed to accurately characterize the soil conditions for the intended design and to satisfy any applicable regulatory requirements.

b. The required depth of the borings to identify groundwater and saturated soil conditions.

c. A description of any soil sample collection and testing required including test methods.

d. Provisions and details for installation and monitoring of piezometers

x) ~~Contractor~~SRF Deliverables

~~a. Soils investigation request memorandum~~

b. Map of potential stormwater management facilities and boring needs

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reliminary Culvert Design and Hydraulic Analysis

~~Contractor~~SRF will develop hydraulic reports consisting of a hydraulic letter, risk assessment (if over 48 inches in diameter), and supporting documentation/electronic model input and output files for culverts within a FEMA floodplain. Existing hydraulic models will be provided by the Watersheds and/or DNR. ~~Contractor~~SRF ~~will provide the hydraulic reports, including a hydraulic letter, risk assessment, and all supporting technical documentation and computer software inputs and outputs. All hydraulic~~ computations, designs, and recommendations will be consistent with design practices as outlined herein.

~~Contractor~~SRF will identify any water resources issues at the selected locations, including areas with historically inadequate drainage (flooding or citizen complaints), environmentally sensitive areas, and areas with drainage-related maintenance concerns. Consult with District Hydraulics/PM for information related to flooding, debris, and environmental concerns.

~~Contractor~~SRF will identify specific project area requirements from applicable water resource agencies, such as watershed district requirements. No impacts to upstream flood control structures are permitted.

~~Contractor~~SRF will perform hydrologic analyses and follow design methodology as prescribed by the MnDOT Drainage Manual and Technical Memoranda.

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Deliverables:

~~Contractor~~SRF will provide a hydraulic report for one ~~the study area~~culvert over 48 inches in diameter including the detailed calculations and electronic copies of the computer software input and output files, as well as a discussion of the hydrologic and hydraulic analysis and reasons for the design recommendations. The report will include:

a. Hydrology information and design flows from modeling software

b. Hydraulics and Recommended Waterway Opening and/or Structure

c. Calculations – electronic model used for final analysis and summary of the model

d. Hydraulic Letter- using the template provided by the State

e. Hydraulic Risk Assessment- using the template provided by the State

17. Visual Quality

~~Contractor~~SRF will produce a visual impact assessment (VIA) and a visual quality manual (VQM) in collaboration with the Client~~County~~ staff, PMT members and TAC members and in coordination with state Department of Transportation Environmental Planning and Design Unit in the Office of Environmental Stewardship to align the development of these products with community preferences and agency requirements.

~~Contractor~~SRF will utilize applicable guidance, including FHWA's Guidelines for the Visual Impact Assessment of Highway Projects, MnDOT's TPDP, and MnDOT's Visual Quality Process, to identify visual character of the proposed project, determine regulatory context, and the area of visual effect (AVE) considering the landscape constraints (landform and land cover) and the physiological limits of human sight. Consider how study area of highway could differ under the alternatives being considered. The VIA will include an inventory to define the existing status of the affected environment, population and other existing conditions related to visual quality.

The VQM will include:

a. Documentation of the completed visual quality planning process and VQAC's input

b. Composite illustrations describing preliminary multimodal corridor facilities integrated with landscape design concepts.

c. Detail plan and elevation drawings of all bridge and structural elements, including but not limited to, railings, barriers, piers, overlooks, abutments, retaining walls, noise barriers and slope protection.

d. Signing

e. Lighting

f. Structure Surface Color and Textures

g. Storm Water Treatment Ponds/Basins

h. Preliminary landscape design

i. Aesthetic cost analysis

j. Preliminary design-level photo visualizations illustrating the completed project.

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~~Contractor~~SRF will also collaborate with stormwater design to explore opportunities for integrating stormwater management techniques into the landscape design alternatives and incorporate recommended enhancements into the VQM.

The VIA/VQM task includes up to five meetings with the Client~~County~~, PMT, TAC and/or others for the VIA process and up to two additional meetings for development of the VQM with the format and schedule to be determined.

y) ~~Contractor~~SRF Deliverables

a. Visual Impact Assessment
b. Visual Quality Manual (draft and final)

18. Landscape Design

Goals and design criteria for developing the landscape designs will be established in concert with the Visual Quality Manual process, as well as through input gained from the broader public engagement process. Landscape goals and assumptions include:

a. An emphasis on preserving and incorporating existing large trees and other significant landscape features.
b. Opportunities for addressing stormwater management issues will also be explored and incorporated where possible and appropriate.
c. Design will include features to protect and promote natural habitat, including wildlife crossings (i.e., tunnels), over and understory tree areas, shrub massing, lawn and native ground cover areas, rain/pollinator garden areas (where applicable), hardscapes and other features for this purpose.

z) ~~Contractor~~SRF Deliverables

a. Landscape design report describing: Assessment Method; Existing Conditions; Key Views; Visual Impact Assessment; Recommendations; Mitigation; cost estimates.

19. Scoping Report and Updates

The preliminary design for a Recommended Alternative will be developed so that it may be incorporated in an updated Metro District scoping report for the 2032 state pavement project. ~~Contractor~~SRF will assist state with this task. State will provide template scoping worksheets and forms.

The work also includes preparing the scoping traffic control plan, assistance with development of the risk register for the final project and the complete streets report for the sc~~o~~oping report. Assumes work identifies initial staging and detour alternatives. Does not include detailed traffic analysis which will be performed during final design as part of the TMP.

Deliverables

a. Completed scoping report worksheets
b. Project risk register (state to provide template)
c. Complete Streets Report

20. Public Involvement

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ublic Involvement Plan

~~Contractor~~SRF will produce and submit to the Client~~County~~ for approval a public involvement plan within 30 days of notice to proceed. The plan should support the key corridor evaluation planning tasks

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of identifying transportation user needs and obtaining feedback on the alternatives; obtaining input on preliminary design development; and meeting public participation requirements for any state and federal environmental review processes.

The plan should present strategies, a general work plan, and budget for public involvement activities which may include but are not limited to:

a. Contacts and mailing list
b. Business contacts list
c. Communications strategy and roll-out schedule including emails, newsletters, social media posts, content for the Client~~County~~ and study partner websites
d. The Client~~County~~ hosting of the project webpage and state MnDOT Metro District project webpage will link to the Client~~County~~ webpage
e. Public meeting(s)
f. Presentations to municipal boards and elected officials
g. Presentation and feedback sessions with Hwy 55 Corridor Coalition and other community organizations
h. Responses to public inquiries
i. Engagement of people underrepresented in transportation planning processes
j. Pop-up events at local grocery stores, libraries or other places likely to attract highway users
k. Engagement and interviews with social service agencies to understand their constituent needs
l. Survey of transportation users and community members
m. Support for state and federal environmental document review process(es)
n. Interim and final summaries and reports of input received through survey results and comments
o. Other activities and products that the consultant may recommend

~~66.~~45. P
ublic Involvement Activities

~~Contractor~~SRF will carry out the approved public involvement plan. This will include meetings with the Client~~County~~ (in addition to meetings required under Task 1.1) as needed held at appropriate points in the study process with the Client~~County~~ and PMT to review proposed engagement activities and products prior to public distribution.

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ATTACHMENT: APPROVED DRAINAGE DESIGN SOFTWARE

Software	Possible Vendor	Functions
GEOPAK Drainage/Open Roads Drainage	Bentley	Rational method hydrology Inlet design and spread analysis Storm drainpipe design and hydraulic grade line analysis
Flowmaster	Bentley	Inlet design and spread analysis Channel/pipe critical and normal depth, capacity
Software	Possible Vendor	Functions
HydroCAD	HydroCAD Software Solutions LLC	Generate NRCS (SCS) hydrograph Develop stage-storage and stage-discharge for ponds Combine/route hydrographs through ponds and channels
M.I.D.S		Minimal Impact Design Standards for Stormwater
XP-SWMM	Innovyze	Generate NRCS (SCS) hydrograph or model historical storm Dynamic routing of hydrographs through ponds, pipes, and channels with varying tailwater/flow conditions
Hydraulic Toolbox	FHWA	Channel lining analysis Inlet design and spread analysis Channel/pipe critical and normal depth, capacity
CulvertMaster	Bentley	Analyze headwater and hydraulics for single or multiple culverts and/or road overtopping Design pipe size based on maximum headwater
HY-8	FHWA	Analyze headwater and hydraulics for single culvert, multiple barrels, broken back culverts, and/or road overtopping Design pipe size based on maximum headwater Energy dissipater design
HEC-RAS	COE	Water surface profiles for steady or unsteady flow Analysis of bridges, bridge-culverts, and culverts
P8 Urban Catchment Model	Walker	Model for predicting generation and transport of pollutants in stormwater runoff in urban watersheds
PEAKFQ	USGS	Gauge frequency analysis
SHSAM	BARR	Structural Pollution Control Device (SPCD) analysis
SMS	Aquaveo	2D hydraulic modeling for complex waterways using FESWMS or TUTFLOW models

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SRF Consulting Group, Inc. Work Tasks and Person-Hour Estimates

Client: Wright County

Project: Hwy 55 Medina Corridor Evaluation, Environmental Review and Preliminary Design

Subconsultants: _

18014.PP

TASK NO.	SUMMARY OF TASKS
1	Project Management
2	Corridor Conditions
3	Transportation Conditions
4	Transportation Needs and Evaluation Criteria Report
5	Alternatives Development and Screening
6	Recommended Alternatives
7	Federal and State Environmental Documentation
8	Trunk Highway Environmental Decision Tree Document
9	Early Notification Memo (ENM)
10	Environmental Agency Kick-Off and Progress Meeting
11	Preliminary Design of the Recommended Alternative
12	Design Memorandum/Exceptions
13	Construction Limits
14	Intersection Control Evaluation
15	Municipal Consent Investigation and Preparation
16	Stormwater Design
17	Visual Quality
18	Landscape Design
19	Scoping Report and Updates
20	Public Involvement

Project Overview:

Wright County is seeking a qualified contractor to lead the processes of developing recommended transportation alternatives, conducting state and federal environmental reviews, and producing a preliminary design for roadway transportation improvements on a 4-mile segment of Minnesota Trunk Highway 55 (Hwy 55, also known as Olson Memorial Highway) from County State Aid Highway (CSAH) 116 (Pinto Dr) in Medina to CSAH 19 (Medina St) in the cities of Medina and Corcoran in Hennepin County.

This work is being undertaken to fulfill Ch 127 Sec 2 (b) of Minnesota Laws of 2024 which appropriated to the Minnesota Department of Transportation $2,000,000 in fiscal year 2025 "to complete environmental documentation and for preliminary engineering and design for the reconstruction of marked Trunk Highway 55 from Hennepin County State-Aid Highway 19 (Medina St), north of the city of Loretto to Hennepin County Road 118 (Arrowhead Dr) near the city of Medina. This is a onetime appropriation and is available until June 30, 2027." County is leading the work on behalf of the Department of Transportation.

Major tasks include: describing corridor conditions and user needs; developing recommended alternatives; completing state and federal environmental reviews and alternatives screening to reach a single alternative; and producing preliminary design of the alternative. Contractor will also lead public and stakeholder engagement to support these tasks, as well as agency coordination.

The letting date for this project is not set. Tasks will occur from October 2025 - June 2027 (20 months)

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SRF Consulting Group, Inc. Work Tasks and Person-Hour Estimates

Client: Wright County

Project: Hwy 55 Medina Corridor Evaluation, Environmental Review and Preliminary Design

Subconsultants:

18014.PP

TASK NO.	TASK DESCRIPTION	PROF. VIII-VII	PROF. VI	PROF. V	PROF. IV	PROF. III	PROF. II	PROF. I	TECH.	SUPPORT	TOTALS	EST. FEE
1.0	**Project Management**											
1.1	Administration (No Hours)	-	-	-	-	-	-	-	-	-	0	$0.00
1.1.1	Team Supervision	40	-	-	-	-	-	-	-	-	40	$12,123.36
1.1.2	Project Work Plan	50	-	-	-	-	-	-	-	-	50	$15,154.21
1.1.3	Tracking Spreadsheet	45	-	-	-	-	-	-	-	-	45	$13,638.78
1.1.4	Weekly Check Ins	70	-	-	-	-	-	-	-	-	70	$21,215.89
1.1.5	Invoices and Progress Reports	30	-	-	-	-	-	-	-	20	50	$11,875.95
1.1.6	Stakeholder Coordination	40	-	-	-	-	-	-	-	-	40	$12,123.36
1.1.7	Quality Control	20	-	-	-	-	-	-	-	-	20	$6,061.68
1.1.8	Project Management	40	40	-	-	-	-	-	-	-	80	$22,391.11
1.1.9	Data Management	20	40	-	-	-	-	-	-	-	60	$16,329.43
1.2	Quality Management	60	-	-	-	-	-	-	-	-	60	$18,185.05
1.3	Project Management Team (PMT)	75	136	28	28	-	-	-	-	-	267	$68,639.27
1.4	Technical Advisory Committee (TAC)	49	61	8	15	-	-	-	-	-	133	$34,907.25
1.5	Additional Coordination Meetings and Briefings for Local Leaders	60	70	8	8	-	-	-	-	-	146	$39,295.78
1.6	Agency Coordination	6	18	12	-	-	6	-	-	-	42	$9,834.77
1.7	Tribal Government Coordination (No Hours)	-	-	-	-	-	-	-	-	-	0	$0.00
1.8	Schedule	10	40	-	8	-	-	-	-	-	58	$14,733.60
1.9	Risk Management	10	-	-	-	-	-	-	-	-	10	$3,030.84
1.10	Project Charter (No Hours)	-	-	-	-	-	-	-	-	-	0	$0.00
1.11	Cost Participation Agreement Information	4	16	-	-	-	20	-	-	-	40	$8,102.86
1.12	Contractor Deliverables (No Hours)	-	-	-	-	-	-	-	-	-	0	$0.00
1.13	Items to be provided by County (No Hours)	-	-	-	-	-	-	-	-	-	0	$0.00
1.14	QA/QC of Task Deliverables	6	12	-	-	-	-	-	-	-	18	$4,898.83
	SUBTOTAL - TASK 1	**635**	**433**	**56**	**59**	**0**	**26**	**0**	**0**	**20**	**1,229**	**$332,542.03**

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SRF Consulting Group, Inc. Work Tasks and Person-Hour Estimates

Client: Wright County

Project: Hwy 55 Medina Corridor Evaluation, Environmental Review and Preliminary Design

Subconsultants:

18014.PP

TASK NO.	TASK DESCRIPTION	PROF. VIII-VII	PROF. VI	PROF. V	PROF. IV	PROF. III	PROF. II	PROF. I	TECH.	SUPPORT	TOTALS	EST. FEE
2.0	**Corridor Conditions**											
2.1	Study Area	-	2	-	-	8	-	-	-	-	10	$1,775.21
2.2	Review of Prior Studies, Plans, Environmental	-	2	-	-	8	-	40	-	-	50	$6,970.93
2.3	Development, Land Use and Zoning Analysis	-	2	-	-	8	-	24	-	-	34	$4,892.64
2.4	Complete Streets Evaluation	-	2	-	-	6	-	32	-	-	40	$5,616.33
2.5	Environmental Scan	-	2	2	8	-	-	24	-	-	36	$5,492.63
2.6	Livability Analysis	-	4	-	-	16	-	16	-	-	36	$5,628.70
2.7	Contractor Deliverables	-	8	-	-	16	-	58	-	-	82	$12,110.99
2.8	Items to be provided by County (No Hours)	-	-	-	-	-	-	-	-	-	0	$0.00
2.9	QA/QC of Task Deliverables	-	6	4	-	-	-	-	-	-	10	$2,393.75
	SUBTOTAL - TASK 2	**0**	**28**	**6**	**8**	**62**	**0**	**194**	**0**	**0**	**298**	**$44,881.19**
3.0	**Transportation Conditions**											
3.1	Field Visit and ADA Field Walk	8	-	-	-	-	-	-	-	-	8	$2,424.67
3.2	Data Collection	-	-	4	-	24	4	40	-	-	72	$10,391.46
3.3	Traffic Operational Characteristics	-	-	12	-	40	-	40	-	-	92	$14,065.58
3.4	Infrastructure Conditions	-	4	4	-	32	-	16	-	-	56	$9,005.93
3.5	Pedestrian and Bicycle Facilities	-	4	4	-	24	-	48	-	-	80	$11,900.69
3.6	Access Inventory and Evaluation	-	-	8	-	16	-	8	-	-	32	$5,269.95
3.7	Base Year and 2050 Traffic Forecasts	-	-	50	-	94	-	24	-	-	168	$28,613.61
3.8	Safety Analysis	-	-	4	-	16	-	32	-	-	52	$7,533.81
3.9	Freight Analysis	-	4	8	-	24	-	16	-	-	52	$8,597.69
3.10	Vehicle Emissions Estimates	8	-	16	-	40	-	-	-	-	64	$12,148.11
3.11	Travel Demand Management Evaluation	-	-	8	-	16	-	32	-	-	56	$8,387.39
3.12	Contractor Deliverables	-	-	8	-	40	-	64	-	-	112	$16,329.43
3.13	Items to be provided by County (No Hours)	-	-	-	-	-	-	-	-	-	0	$0.00
3.14	QA/QC of Task Deliverables	-	4	16	-	-	-	-	-	-	20	$4,441.11
	SUBTOTAL - TASK 3	**16**	**16**	**142**	**0**	**366**	**4**	**320**	**0**	**0**	**864**	**$139,109.42**

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SRF Consulting Group, Inc. Work Tasks and Person-Hour Estimates

Client: Wright County

Project: Hwy 55 Medina Corridor Evaluation, Environmental Review and Preliminary Design

Subconsultants:

18014.PP

TASK NO.	TASK DESCRIPTION	PROF. VIII-VII	PROF. VI	PROF. V	PROF. IV	PROF. III	PROF. II	PROF. I	TECH.	SUPPORT	TOTALS	EST. FEE
4.0	**Transportation Needs and Evaluation Criteria Report**											
4.1	Transportation Needs	-	8	24	-	40	-	32	-	-	104	$17,640.73
4.2	Evaluation Criteria	-	8	28	24	16	-	8	-	-	84	$15,896.45
4.3	Contractor Deliverables	-	8	16	-	24	-	40	-	-	88	$14,449.07
4.4	Items to be provided by County (No Hours)	-	-	-	-	-	-	-	-	-	0	$0.00
4.5	QA/QC of Task Deliverables	-	8	-	-	-	-	-	-	-	8	$2,053.55
	SUBTOTAL - TASK 4	**0**	**32**	**68**	**24**	**80**	**0**	**80**	**0**	**0**	**284**	**$50,039.81**
5.0	**Alternatives Development and Screening**											
5.1	Alternatives Development	4	56	64	-	60	-	60	20	-	264	$50,955.24
5.2	Alternatives Screening and Refinement	4	56	60	-	140	-	100	20	-	380	$67,915.58
5.3	Contractor Deliverables	-	16	16	-	96	-	24	-	-	152	$25,780.71
5.4	Items to be provided by County (No Hours)	-	-	-	-	-	-	-	-	-	0	$0.00
5.5	QA/QC of Task Deliverables	-	-	16	-	-	-	-	-	-	16	$3,414.34
	SUBTOTAL - TASK 5	**8**	**128**	**156**	**0**	**296**	**0**	**184**	**40**	**0**	**812**	**$148,065.87**
6.0	**Recommended Alternatives**											
6.1	Recommended Alternatives	-	16	24	-	16	-	16	-	-	72	$13,830.53
6.2	Contractor Deliverables	-	12	8	-	72	-	16	-	-	108	$18,222.16
6.3	Items to be provided by County (No Hours)	-	-	-	-	-	-	-	-	-	0	$0.00
6.4	QA/QC of Task Deliverable	-	4	4	-	-	-	-	-	-	8	$1,880.36
	SUBTOTAL - TASK 6	**0**	**32**	**36**	**0**	**88**	**0**	**32**	**0**	**0**	**188**	**$33,933.05**
7.0	**Federal and State Environmental**											
7.1	Federal and State Environmental Documentation	16	64	88	112	104	96	80	8	20	588	$104,867.10
7.2	QA/QC of Task Deliverables	4	12	-	-	-	-	-	-	-	16	$4,292.66
	SRF Deliverables:											
	SUBTOTAL - TASK 7	**20**	**76**	**88**	**112**	**104**	**96**	**80**	**8**	**20**	**604**	**$109,159.76**
8.0	**Trunk Highway Environmental Decision Tree**											
8.1	Trunk Highway Environmental Decision Tree	-	6	8	-	-	4	-	-	-	18	$3,804.01
8.2	QA/QC of Task Deliverables	-	2	-	-	-	-	-	-	-	2	$513.39
	SUBTOTAL - TASK 8	**0**	**8**	**8**	**0**	**0**	**4**	**0**	**0**	**0**	**20**	**$4,317.40**

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9.0	**Early Notification Memo (ENM)**											
9.1	Early Notification Memo (ENM)	-	4	8	12	-	12	-	-	-	36	$6,556.51
9.2	QA/QC of Task Deliverables	-	-	2	-	-	-	-	-	-	2	$426.79
	SUBTOTAL - TASK 9	**0**	**4**	**10**	**12**	**0**	**12**	**0**	**0**	**0**	**38**	**$6,983.31**
10.0	**Environmental Agency Kick-Off and Progress Meeting**											
10.1	Environmental Document Process Concurrence	-	-	-	-	-	-	-	-	-	0	$0.00
10.2	Logical Termini Analysis and Memo	-	4	8	8	-	4	-	-	-	24	$4,725.64
10.3	Purpose and Need Statement (Completed in Task 4.1)	-	-	-	-	-	-	-	-	-	0	$0.00
10.4	Evaluation Criteria (Completed in Task 4.2)	-	-	-	-	-	-	-	-	-	0	$0.00
10.5	Alternatives Analysis Development and Screening	6	40	52	20	16	12	12	-	-	158	$32,522.78
10.6	Preferred Alternatives Report	2	16	24	8	6	4	4	-	-	64	$13,292.40
10.7	Final Report	2	8	12	12	4	4	-	-	-	42	$8,560.58
10.8	Anticipated Investigation and Analysis Tasks for	-	-	-	-	-	-	-	-	-	0	$0.00
10.8.1	Contamination Investigation, and Hazardous	-	2	2	4	-	-	-	-	-	8	$1,657.68
10.8.2	Wetlands/Jurisdictional Water Resources	-	8	16	4	212	92	92	-	-	424	$64,377.54
10.8.3	Benefit-Cost Analysis	-	8	56	-	64	-	-	-	-	128	$24,098.28
10.8.4	Flood Plain Assessment	2	4	8	6	4	-	-	-	-	24	$5,047.28
10.8.5	Section 4(f)	-	8	16	16	12	12	-	-	-	64	$11,900.69
10.8.6	Visual Quality Impact Assessment (Completed in	-	-	-	-	-	-	-	-	-	0	$0.00
10.8.7	Traffic	-	4	8	8	4	-	-	-	-	24	$4,799.86
10.8.8	Greenhouse Gas/ Minnesota Infrastructure	-	4	-	-	16	-	-	-	-	20	$3,550.41
10.8.9	Noise impacts	-	12	48	-	-	108	80	-	-	248	$38,745.28
10.8.10	Community considerations	-	4	8	8	-	4	4	-	-	28	$5,245.21
10.8.11	Active transportation considerations	-	-	12	4	8	-	-	-	-	24	$4,540.08
10.8.12	Livability	-	2	-	-	8	-	8	-	-	18	$2,814.35
10.8.13	Local business impacts	-	2	4	4	-	4	4	-	-	18	$3,160.73
10.8.14	Right of Way (R/W) Impacts	-	4	4	4	-	4	-	-	-	16	$3,154.55
10.8.15	Section 106 Review (Cultural Resources)	-	4	6	6	4	-	-	-	-	20	$4,014.32
10.8.16	Section 6(f)	-	-	2	-	-	2	-	-	-	4	$705.13
10.8.17	Threatened and Endangered Species	-	4	6	6	4	-	-	-	-	20	$4,014.32
10.9	QA/QC of Task Deliverables	2	14	8	-	-	-	-	-	-	24	$5,907.05
	SUBTOTAL - TASK 10	**14**	**152**	**300**	**118**	**362**	**250**	**204**	**0**	**0**	**1,400**	**$246,834.17**

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11.0	**Preliminary Design of the Recommended Alternative**											
11.1	File Formats (No Hours)	-	-	-	-	-	-	-	-	-	0	$0.00
11.2	Standards and Guidance (No Hours)	-	-	-	-	-	-	-	-	-	0	$0.00
11.3	Refine Recommended Alternative	4	10	20	-	40	-	40	-	-	114	$19,552.02
11.4	Prepare Conceptual Geometric Drawings	-	20	60	-	70	-	100	20	-	270	$46,421.35
11.5	Visualizations	-	4	-	-	122	-	-	-	-	126	$20,269.52
11.6	Prepare Preliminary Geometric Layout and Profile	2	20	60	-	90	-	120	20	-	312	$52,779.93
11.7	Conduct Metro Layout Review Committee Review	2	8	16	-	-	-	-	-	-	26	$6,074.05
11.8	Conduct State Geometric Design Support Unit	2	8	16	-	-	-	-	-	-	26	$6,074.05
11.9	Conduct FHWA Preliminary Layout Coordination (if	2	4	-	-	-	-	-	-	-	6	$1,632.94
11.10	Prepare Final Geometric Layout and Profile	2	8	32	-	60	-	80	-	-	182	$29,343.49
11.11	Contractor Deliverables (No Hours)	-	-	-	-	-	-	-	-	-	0	$0.00
11.12	Revise and Sign Geometric Layout	2	4	16	-	24	-	24	-	-	70	$11,950.17
11.13	Contractor Deliverables (No Hours)	-	-	-	-	-	-	-	-	-	0	$0.00
11.14	QA/QC of Task Deliverables	10	10	10	-	-	-	-	-	-	30	$7,731.74
	SUBTOTAL - TASK 11	**26**	**96**	**230**	**0**	**406**	**0**	**364**	**40**	**0**	**1,162**	**$201,829.28**
12.0	**Design Memorandum/Exceptions**											
12.1	Standards and Guidance (No Hours)	-	-	-	-	-	-	-	-	-	0	$0.00
12.2	Prepare and Approve Design Memo	-	8	16	-	32	-	16	-	-	72	$12,593.45
12.3	QA/QC of Task Deliverables	4	8	-	-	-	-	-	-	-	12	$3,265.89
	SUBTOTAL - TASK 12	**4**	**16**	**16**	**0**	**32**	**0**	**16**	**0**	**0**	**84**	**$15,859.34**
13.0	**Construction Limits**											
13.1	Standards and Guidance (No Hours)	-	-	-	-	-	-	-	-	-	0	$0.00
13.2	Prepare Preliminary Cross-Sections	-	10	40	-	60	60	80	-	-	250	$39,308.15
13.3	Review and Revise Preliminary Cross-Sections	-	10	20	-	20	20	30	-	-	100	$16,669.63
13.4	Prepare and Submit Preliminary Construction Limits	-	10	20	-	30	-	-	10	-	70	$13,793.42
13.5	QA/QC of Task Deliverables	10	10	-	-	-	-	-	-	-	20	$5,597.78
	SUBTOTAL - TASK 13	**10**	**40**	**80**	**0**	**110**	**80**	**110**	**10**	**0**	**440**	**$75,368.98**

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14.0	**Intersection Control Evaluation**											
14.1	Standards and Guidance (No Hours)	-	-	-	-	-	-	-	-	-	0	$0.00
14.2	Milestones Review	-	-	16	-	-	-	-	-	-	16	$3,414.34
14.3	ICE Review Process and Report	-	-	24	-	40	-	80	-	-	144	$21,822.06
14.4	Corridor Capacity Analysis	-	-	40	-	120	-	120	-	-	280	$43,050.31
14.5	QA/QC of Task Deliverables	24	-	40	-	-	-	-	-	-	64	$15,809.86
	SUBTOTAL - TASK 14	**24**	**0**	**120**	**0**	**160**	**0**	**200**	**0**	**0**	**504**	**$84,096.56**
15.0	**Municipal Consent Investigation and Preparation**											
15.1	Investigate Municipal Consent Requirements	4	4	-	-	-	-	-	-	-	8	$2,239.11
15.2	Prepare and Send Municipal Consent Package to	30	18	-	-	36	-	-	-	-	84	$19,391.20
15.3	QA/QC of Task Deliverables	4	-	-	-	-	-	-	-	-	4	$1,212.34
	SUBTOTAL - TASK 15	**38**	**22**	**0**	**0**	**36**	**0**	**0**	**0**	**0**	**96**	**$22,842.65**
16.0	**Stormwater Design**											
16.1	Stormwater Drainage Design Plan	10	-	-	25	-	-	-	-	-	35	$7,515.25
16.2	Identify applicable requirements and permits, Stormwater Stakeholder Meetings	20	-	-	20	-	-	-	-	-	40	$9,649.21
16.3	Up to three 1-hour long virtual meetings with Stormwater Guidance	-	-	-	-	-	-	-	-	-	0	$0.00
16.4	Stormwater Standards	-	-	-	-	-	-	-	-	-	0	$0.00
16.5	Preliminary Stormwater System Analysis	10	-	-	20	-	40	80	-	-	150	$22,576.67
16.6	Prepare a water resources design criteria Prepare a Drainage Overview Map Preliminary Stormwater Design	60	-	-	180	-	300	400	-	-	940	$144,181.44
16.7	Request Soil Borings/Piezometers	5	-	-	10	-	15	40	-	-	70	$10,592.48
16.8	Preliminary Culvert Design and Hydraulic Analysis	20	-	-	80	-	120	30	-	-	250	$41,009.14
16.9	Prepare hydraulic letters and risk assessments QA/QC of Task Deliverables	12	-	-	24	-	20	20	-	-	76	$13,323.33
	SUBTOTAL - TASK 16	**137**	**0**	**0**	**359**	**0**	**495**	**570**	**0**	**0**	**1,561**	**$248,847.52**

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17.0	**Visual Quality**											
17.1	Perform two site visits and document the project environment, natural setting, and cultural setting with photographs.	-	12	-	-	-	-	12	-	-	24	$4,639.04
17.2	Develop Visual Impact Assessment (VIA, Standard type per FHWA 2015 methodology assumed) to identify visual character of the proposed project, determine regulatory context, and the area of visual effect (AVE).	-	30	-	-	-	-	100	-	-	130	$20,690.13
17.3	Preppare for and lead up to seven (7) Visual Quality Advisory Committee (VQAC) meetings to share the VIA and solicit feedback and discussion on the development of the VO Plan.	-	24	-	-	-	-	14	-	-	38	$7,979.15
17.4	Develop Visual Quality Manual (VQM) to document the VQ process and VQAC's input, including meeting materials, narrative text, illustrations, detailed plan and illustration drawings of all bridge and structural elements, including: - Railings, barriers, piers, overlooks, abutments, retaining walls, noise barriers and slope protection - Signing - Lighting - Structural surface textures and colors - Stormwater treatment ponds and BMPs - Preliminary landscape plans - Aesthetic cost analysis - Design concept photo-visualizations illustrating the completed project	-	40	-	-	-	-	110	-	-	150	$24,556.00
17.5	QA/QC of Task Deliverables	-	8	-	-	-	-	-	-	-	8	$2,053.55
	SUBTOTAL - TASK 17	**0**	**114**	**0**	**0**	**0**	**0**	**236**	**0**	**0**	**350**	**$59,917.87**

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18.0	**Landscape Design**											
18.1	Based on outcome of the VQ Process and public engagement, develop landscape design concepts that incorporate the aesthetic, stormwater, vegetation, and habitat goals for the project. Develop landscape concept layout plan for the project.	-	24	-	-	-	-	80	-	-	104	$16,552.10
18.2	Develop landscape design report document that includes methodology, existing conditions, key views, VIA, recommendations, mitigation strategies, and cost estimates.	-	16	-	-	-	-	40	-	-	56	$9,302.83
18.3	QA/QC of Task Deliverables	-	8	-	-	-	-	-	-	-	8	$2,053.55
	SUBTOTAL - TASK 18	**0**	**48**	**0**	**0**	**0**	**0**	**120**	**0**	**0**	**168**	**$27,908.48**
19.0	**Scoping Report and Updates**											
19.1	Scoping Report and Updates	24	-	-	-	-	40	-	-	-	64	$12,840.87
19.2	QA/QC of Task Deliverables	8	-	-	-	-	-	-	-	-	8	$2,424.67
	SUBTOTAL - TASK 19	**32**	**0**	**0**	**0**	**0**	**40**	**0**	**0**	**0**	**72**	**$15,265.54**

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20.0	**Public Involvement**											
20.1	Public Involvement Plan	2	2	-	8	10	-	-	-	-	22	$4,131.84
20.2	Public Involvement Activities (no hours)	-	-	-	-	-	-	-	-	-	0	$0.00
20.2.1	Contacts and mailing list	4	4	-	6	12	-	-	-	-	26	$5,208.10
20.2.2	Business contacts list	-	-	-	4	4	-	-	-	-	8	$1,348.42
20.2.3	Communications strategy and roll-out schedule including emails, newsletters, social media posts, content for County and study partner websites	3	2	-	24	20	-	-	-	12	61	$10,552.28
20.2.4	County hosting of the project webpage and state MnDOT Metro District project webpage will link to the County webpage (no hours)	-	-	-	-	-	-	-	-	-	0	$0.00
20.2.5	Public meeting(s) (no hours)	-	-	-	-	-	-	-	-	-	0	$0.00
20.2.6	Presentations to municipal boards and elected officials (8 total)	32	16	-	20	4	-	-	-	-	72	$18,024.23
20.2.7	Presentation and feedback sessions with Hwy 55 Corridor Coalition and other community organizations (4 total)	24	12	-	10	-	-	-	-	-	46	$12,148.11
20.2.8	Responses to public inquiries	-	2	-	18	12	-	-	-	-	32	$5,634.89
20.2.9	Engagement of people underrepresented in transportation planning processes	8	4	-	16	24	-	-	-	-	52	$10,106.93
20.2.10	Pop-up events at local grocery stores, libraries or other places likely to attract highway users (8 total)	-	-	-	30	34	-	-	-	-	64	$10,744.02
20.2.11	Engagement and interviews with social service agencies to understand their constituent needs (4 total)	4	2	-	12	16	-	-	-	-	34	$6,401.88
20.2.12	Survey of transportation users and community members (up to 2)	-	-	-	8	18	-	-	-	2	28	$4,552.45
20.2.13	Support for state and federal environmental document review process(es)	-	8	-	6	-	-	-	-	-	14	$3,129.81
20.2.14	Interim and final summaries and reports of input received through survey results and comments	2	1	-	10	10	-	-	-	16	39	$6,460.64
20.2.15	Other activities and products that the consultant may recommend (no hours)	-	-	-	-	-	-	-	-	-	0	$0.00
20.3	QA/QC of Task Deliverables	4	6	-	16	-	-	-	-	-	26	$5,622.52
	SUBTOTAL - TASK 20	**83**	**59**	**0**	**188**	**164**	**0**	**0**	**0**	**30**	**524**	**$104,066.09**

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	Software Version Deliverables											
	SRF will utilize the current version of the software deemed at the start of the project. SRF will assess the need to upgrade software versions based on the software vendors User License Agreement and the viable upgrade path for existing project content. In the event that a specific CAD or other software version is required per deliverables specified in a contract for services, SRF shall comply with the specified version provided that the specified version may not conflict with SRF's contractual obligation to its software vendors regarding the supported software versions at the time of delivery. In the case of conflict between contractual obligations and software vendors User License Agreement, the vendor supported version will be delivered to the client and SRF will notify the client in writing of the software version that will be utilized prior to delivery. If there are associated costs, SRF will identify the costs and the additional costs will be mutually agreed upon.											
	TOTAL ESTIMATED PERSON-HOURS	**1,047**	**1,304**	**1,316**	**880**	**2,266**	**1,007**	**2,710**	**98**	**70**	**10,698**	
	AVERAGE HOURLY PAYROLL RATE	$98	$83	$69	$58	$51	$45	$42	$72	$45		
	ESTIMATED LABOR	$102,606	$108,232	$90,804	$51,040	$115,566	$45,315	$113,820	$7,056	$3,150		$637,589.00
	ESTIMATED OVERHEAD COST										168.93%	$1,077,079.10
	ESTIMATED LABOR AND OVERHEAD											$1,714,668.10
	FIXED FEE										15.00%	$257,200.21
	SRF ESTIMATED DIRECT NON-SALARY EXPENSES											$23,284.00
										SUBTOTAL: (SRF Labor and Expenses)		$1,995,152.31
										SUBCONSULTANTS:		$0.00
	TOTAL ESTIMATED FEE (SRF and Subconsultants combined)											**$1,995,152.31**

ESTIMATE OF DIRECT NON-SALARY EXPENSES:

MILEAGE:	Personal Vehicles	2000	Miles @	$0.700		$1,400.00
MEALS:		28	Meals @	$13.00	(MnDOT meal caps: B - $11 / L - $13 / D - $19)	$364.00
Refreshments for Public Events		1	Events @	$50.00		$50.00
Venue Rental		1	Events @	$150.00		$150.00
Public Engagement Boards		8	Boards @	$5.00		$40.00
SOCIAL MEDIA ADS:		1	14 Day Runs @	$280.00		$280.00
Local Media Buys		1	Runs @	$750.00		$750.00
Mailings (500 per event)		500	Pieces @	$0.50		$250.00
Video-Based Data Processing						$20,000.00
					SRF EXPENSES:	**$23,284.00**

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SUMMARY OF COSTS:		PROF. VIII-VII	PROF. VI	PROF. V	PROF. IV	PROF. III	PROF. II	PROF. I	TECH.	SUPPORT		TOTALS
1	Project Management	$ 192,458.41	$ 111,148.37	$ 11,950.17	$ 10,583.20	$ -	$ 3,618.45	$ -	$ -	$ 2,783.43		$332,542.03
2	Corridor Conditions	$ -	$ 7,187.42	$ 1,280.38	$ 1,435.01	$ 9,779.10	$ -	$ 25,199.28	$ -	$ -		$44,881.19
3	Transportation Conditions	$ 4,849.35	$ 4,107.10	$ 30,302.23	$ -	$ 57,728.24	$ 556.69	$ 41,565.82	$ -	$ -		$139,109.42
4	Transportation Needs and Evaluation Criteria	$ -	$ 8,214.20	$ 14,510.92	$ 4,305.03	$ 12,618.20	$ -	$ 10,391.46	$ -	$ -		$50,039.81
5	Alternatives Development and Screening	$ 2,424.67	$ 32,856.79	$ 33,289.77	$ -	$ 46,687.32	$ -	$ 23,900.35	$ 8,906.96	$ -		$148,065.87
6	Recommended Alternatives	$ -	$ 8,214.20	$ 7,682.25	$ -	$ 13,880.02	$ -	$ 4,156.58	$ -	$ -		$33,933.05
7	Federal and State Environmental Documentation	$ 6,061.68	$ 19,508.72	$ 18,778.84	$ 20,090.15	$ 16,403.65	$ 13,360.44	$ 10,391.46	$ 1,781.39	$ 2,783.43		$109,159.76
8	Trunk Highway Environmental Decision Tree	$ -	$ 2,053.55	$ 1,707.17	$ -	$ -	$ 556.69	$ -	$ -	$ -		$4,317.40
9	Early Notification Memo (ENM)	$ -	$ 1,026.77	$ 2,133.96	$ 2,152.52	$ -	$ 1,670.06	$ -	$ -	$ -		$6,983.31
10	Environmental Agency Kick-Off and Progress Meeting	$ 4,243.18	$ 39,017.44	$ 64,018.79	$ 21,166.40	$ 57,097.34	$ 34,792.82	$ 26,498.21	$ -	$ -		$246,834.17
11	Preliminary Design of the Recommended	$ 7,880.19	$ 24,642.59	$ 49,081.07	$ -	$ 64,037.34	$ -	$ 47,281.12	$ 8,906.96	$ -		$201,829.28
12	Design Memorandum/Exceptions	$ 1,212.34	$ 4,107.10	$ 3,414.34	$ -	$ 5,047.28	$ -	$ 2,078.29	$ -	$ -		$15,859.34
13	Construction Limits	$ 3,030.84	$ 10,267.75	$ 17,071.68	$ -	$ 17,350.02	$ 11,133.70	$ 14,288.25	$ 2,226.74	$ -		$75,368.98
14	Intersection Control Evaluation	$ 7,274.02	$ -	$ 25,607.51	$ -	$ 25,236.39	$ -	$ 25,978.64	$ -	$ -		$84,096.56
15	Municipal Consent Investigation and Preparation	$ 11,517.20	$ 5,647.26	$ -	$ -	$ 5,678.19	$ -	$ -	$ -	$ -		$22,842.65
16	Stormwater Design	$ 41,522.52	$ -	$ -	$ 64,396.10	$ -	$ 68,889.78	$ 74,039.12	$ -	$ -		$248,847.52
17	Visual Quality	$ -	$ 29,263.08	$ -	$ -	$ -	$ -	$ 30,654.79	$ -	$ -		$59,917.87
18	Landscape Design	$ -	$ 12,321.30	$ -	$ -	$ -	$ -	$ 15,587.18	$ -	$ -		$27,908.48
19	Scoping Report and Updates	$ 9,698.69	$ -	$ -	$ -	$ -	$ 5,566.85	$ -	$ -	$ -		$15,265.54
20	Public Involvement	$ 25,155.98	$ 15,144.93	$ -	$ 33,722.75	$ 25,867.30	$ -	$ -	$ -	$ 4,175.14		$104,066.09
TOTALS		**$317,329.06**	**$334,728.57**	**$280,829.08**	**$157,851.15**	**$357,410.39**	**$140,145.47**	**$352,010.54**	**$21,822.06**	**$9,741.99**		**$1,971,868.31**

DRAFT

SRF Consulting Group, Inc. Work Tasks and Person-Hour Estimates

Client: Wright County

Project: Hwy 55 Medina Corridor Evaluation, Environmental Review and Preliminary Design

Subconsultants:

18014.PP

TASK NO.	TASK DESCRIPTION	PROF. VIII-VII	PROF. VI	PROF. V	PROF. IV	PROF. III	PROF. II	PROF. I	TECH.	SUPPORT	TOTALS	EST. FEE
SUMMARY OF HOURS:		PROF. VIII-VII	PROF. VI	PROF. V	PROF. IV	PROF. III	PROF. II	PROF. I	TECH.	SUPPORT		TOTALS
1	Project Management	635	433	56	59	-	26	-	-	20		1229
2	Corridor Conditions	-	28	6	8	62	-	194	-	-		298
3	Transportation Conditions	16	16	142	-	366	4	320	-	-		864
4	Transportation Needs and Evaluation Criteria Report	-	32	68	24	80	-	80	-	-		284
5	Alternatives Development and Screening	8	128	156	-	296	-	184	40	-		812
6	Recommended Alternatives	-	32	36	-	88	-	32	-	-		188
7	Federal and State Environmental Documentation	20	76	88	112	104	96	80	8	20		604
8	Trunk Highway Environmental Decision Tree Document	-	8	8	-	-	4	-	-	-		20
9	Early Notification Memo (ENM)	-	4	10	12	-	12	-	-	-		38
10	Environmental Agency Kick-Off and Progress Meeting	14	152	300	118	362	250	204	-	-		1400
11	Preliminary Design of the Recommended Alternative	26	96	230	-	406	-	364	40	-		1162
12	Design Memorandum/Exceptions	4	16	16	-	32	-	16	-	-		84
13	Construction Limits	10	40	80	-	110	80	110	10	-		440
14	Intersection Control Evaluation	24	-	120	-	160	-	200	-	-		504
15	Municipal Consent Investigation and Preparation	38	22	-	-	36	-	-	-	-		96
16	Stormwater Design	137	-	-	359	-	495	570	-	-		1561
17	Visual Quality	-	114	-	-	-	-	236	-	-		350
18	Landscape Design	-	48	-	-	-	-	120	-	-		168
19	Scoping Report and Updates	32	-	-	-	-	40	-	-	-		72
20	Public Involvement	83	59	-	188	164	-	-	-	30		524
TOTALS		**1,047**	**1,304**	**1,316**	**880**	**2,266**	**1,007**	**2,710**	**98**	**70**		**10698**

DRAFT

WRIGHT COUNTY
MINNESOTA

Agenda Item

Destination and Workflow

Meeting Type: *
Board Meeting

Requestor Name
Kyle Lamb

Requestor Title
Property Tax Administrator

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

Target Meeting Date *
12/16/2025 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
KAL5640

Item Details

Board Action Requested (this is what will appear on the Agenda) *
Accept Written Public Comments for the Public Hearing about the City of St. Michael Emergency Sewer Repair on at 9:30 a.m. Tuesday, December 12, 2025

Short Title (what will appear on Agenda outline - 250 character max.) *
Accept Written Public Comments for the Public Hearing about the City of St. Michael Emergency Sewer Repair on at 9:30 a.m. Tuesday, December 12, 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.
Public comments that were emailed to Wright County taxpayer services to be added for the Public Hearing on 12/16/2025

Describe the impact on staffing resources.
N/A

Fiscal Impact:
N/A

Background/Justification:
Public comments that were emailed to Wright County taxpayer services to be added for the Public Hearing on 12/16/2025

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
RE_ Rockford Township.msg	Attachment
Public Hearing to Certify City of St_ Michael.msg	Attachment

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision

Approved

Notes

County Administrator Review

County Administrator Decision

Notes

From: Steven Bot
To: Wright County Property Tax
Cc: Sue Ferbuyt; John Seifert; Amy Woitalla; delena.daleiden@veolia.com; ruth.klick@veolia.com; Greg T. Kryzer; rockfordtownship@rockfordtownship.com; Brian D. Wold
Subject: RE: Rockford Township
Date: Monday, December 8, 2025 9:16:55 AM
Attachments: image011.png
image012.png
image014.png
image019.png
image023.png
image024.png
image025.png
image026.png
image027.png
image001.png
image002.png
image006.png

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Hi Leah,

I just received a call from a Rockford Township resident (Greg Eckblad) who is in the Rockford Township Sewer District. He asked if the City of St. Michael would be willing to put an extra charge on their sewer bills to build up a repair fund to cover repairs to the sewer the County owns so you wouldn't have to do assessments every time a repair is needed. I told him we'd be willing to do this and could just send this to the County each month (hopefully via ACH) to be held and used to pay for such repairs. We'd just want direction from the County/Township of what to charge the residents hooked up in the district. Let me know if you have questions regarding this. I believe he plans to talk to the Township and bring this up at your upcoming hearing on December 16th to assess the last emergency repair.

-Steve

Steve Bot, P.E.
City Administrator/Public Works Director
Direct: (763) 416-7931 | steveb@stmichaelmn.gov
PLEASE NOTE MY E-MAIL AND OUR DOMAIN HAVE RECENTLY CHANGED

11800 Town Center Drive NE, Suite 300
St. Michael, MN 55376
www.stmichaelmn.gov

From: Steven Bot
Sent: Monday, December 1, 2025 11:54 AM
To: Wright County Property Tax <PropertyTax@wrightcountymn.gov>
Cc: Sue Ferbuyt <suef@stmichaelmn.gov>; John Seifert <john.seifert@veolia.com>; Amy Woitalla <amyw@stmichaelmn.gov>; delena.daleiden@veolia.com; ruth.klick@veolia.com
Subject: FW: Rockford Township

Hello,
Attached are the records/docs we've been keeping on the Rockford Township Sewer area accounts and records. We do show 968 Hamilton Avenue SE hooked up 2/27/24 but that doesn't show up on our billing file yet so that will need to be addressed/corrected. Does this give you what you are looking for?

Steve Bot, P.E.
City Administrator/Public Works Director
Direct: (763) 416-7931 | steveb@stmichaelmn.gov
PLEASE NOTE MY E-MAIL AND OUR DOMAIN HAVE RECENTLY CHANGED

11800 Town Center Drive NE, Suite 300
St. Michael, MN 55376
www.stmichaelmn.gov

From: Wright County Property Tax <PropertyTax@wrightcountymn.gov>
Sent: Tuesday, November 25, 2025 1:31 PM
To: Sue Ferbuyt <suef@stmichaelmn.gov>; Wright County Property Tax <PropertyTax@wrightcountymn.gov>
Cc: Seifert, John <john.seifert@veolia.com>; Steven Bot <steveb@stmichaelmn.gov>
Subject: Re: Sewer line repair parcels

Hello,

I have a follow-up question about the parcels that need to be assessed. Back in 2022 when the sewer district was last assessed, there were 157 parcels assessed, but there are only 132 parcels on the list you provided. It looks like the list you provided filters out owners if they own more than one parcel. Can you clarify/confirm, and send an updated parcel list if necessary?

Thank you,
Leah

Leah Myhro · **Taxation Process Specialist** · (763) 682-7573

From: Sue Ferbuyt <suef@stmichaelmn.gov>
Sent: Monday, November 24, 2025 11:50 AM
To: Wright County Property Tax <PropertyTax@wrightcountymn.gov>
Cc: Seifert, John <john.seifert@veolia.com>; Steven Bot <steveb@stmichaelmn.gov>
Subject: RE: Sewer line repair parcels

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Hi Leah,

John Siefert from Veolia sent over this list of properties. He would like to know if you are assessing everyone or how you will be assessing it so they can explain it if they get calls.

Have a great Thanksgiving.

Sue Ferbuyt
Finance
Director
Direct: (763) 416- 7914 | suef@stmichaelmn.gov

Please note new hours as of October 27, 2025: Monday through Thursday 7:30 am - 12:30 pm

11800 Town Center Drive NE, Suite 300
St. Michael, MN 55376
www.stmichaelmn.gov

From: Wright County Property Tax <PropertyTax@wrightcountymn.gov>
Sent: Thursday, November 20, 2025 9:52 AM
To: Sue Ferbuyt <suef@stmichaelmn.gov>
Cc: Wright County Property Tax <PropertyTax@wrightcountymn.gov>
Subject: Re: Sewer line repair parcels

Hi Sue,

Are you able to provide a list of the properties in the sewer district, or get me in touch with someone who can?

Thanks so much!
Leah

Leah Myhro · **Taxation Process Specialist** · (763) 682-7573

From: Wright County Property Tax <PropertyTax@wrightcountymn.gov>
Sent: Tuesday, November 18, 2025 2:46 PM
To: Sue Ferbuyt - St. Michael <suef@stmichaelmn.gov>
Cc: Wright County Property Tax <PropertyTax@wrightcountymn.gov>
Subject: Sewer line repair parcels

Hi Sue,

Do you have a current list of parcels within the sewer district that need to be assessed for the sewer line repair? If you do and could share that list with me, I'd greatly appreciate it.

Thanks!
Leah

Leah Myhro · **Taxation Process Specialist**
WRIGHT COUNTY, MINNESOTA: FINANCE & TAXPAYER SERVICES
direct: (763) 682-7573
Government Center, 3650 Braddock Ave NE, Suite 1400, Buffalo, MN 55313-3673
www.wrightcountymn.gov

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prohibited. Please reply back to the sender that you have received this message in error, then delete it. Thank you.

From: FULLER, KAREN J
To: Wright County Property Tax
Subject: Concerns Regarding Public Hearing Notification and Emergency Sewer Charges – Rockford Township
Date: Wednesday, December 10, 2025 6:51:37 AM

You don't often get email from kf4035@att.com. Learn why this is important

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

Dear Wright County Board of Commissioners,

I am writing in response to your letter dated December 1, 2025, regarding the Rockford Township Emergency Sewer Charges..

First, I would like to note that the letter was not delivered to me until Friday, December 5th. My mail typically arrives after 3:00 PM. Your letter stated that if I wished to submit comments, they needed to be received by 1:00 PM on December 5th. Given that the letter was postmarked December 3rd, it does not appear that it was mailed in a timely manner, and the time allowed for public comment was insufficient.

Secondly, I would like to raise a concern about the meeting time. Scheduling a public hearing on a township issue at 9:30 AM makes it difficult for many residents to attend, as most people have work commitments during those hours. I encourage you to consider scheduling such meetings at times that are more accessible to the general public.

Regarding the emergency sewer service charges, I urge the Board to consider proactive planning for these types of expenses. From my understanding of the last assessment, residents who pay before the due date prevent the county from collecting any interest on those payments. I encourage you to explore ways to build up an emergency fund so that these additional assessments can be minimized or eliminated in the future. I am concerned that emergency services will continue to be needed, and a more sustainable solution is necessary.

Thank you for your attention to these matters. I hope my feedback will be considered in your future decisions and communications regarding township issues.

Sincerely,
Karen Fuller
7728 8th St SE
Buffalo, MN

From: Nancy Anderson
To: Wright County Property Tax
Subject: Public Hearing to Certify City of St. Michael - Rockford Township Emergency Sewer Charges
Date: Monday, December 8, 2025 11:36:04 AM

You don't often get email from nanlynand75@gmail.com. Learn why this is important

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

We appreciate the call today from Leah with the answers requested regarding individual homeowner charges for the above project. We understand that this will be a one time homeowner fee of $55.00-$60.00.
Please note that future planning of this Sewer Service should include a Repair Fund established through monthly service fees that cannot be touched or used be used by other Wright County projects. This does need to be created as soon as possible.
Also, please note that your notice that was dated 12/01/25 was received by USPS ON 12/05/25 AFTER THE 1:00 PM cutoff time for comments to be submitted to the Finance&Taxpayer Services to review for the Hearing. This does not set well with homeowners that are affected. In the future please send within the appropriate time frame for input from homeowners.

Gary and Nancy L. Anderson
7540 10th St. SE
Buffalo, MN. 55313

Full PropertyAddress	PIN	Full Owners Name	Owner Address2	OwnerCity State Zip
151 Halsey Av SE	215-035-000260	Beaudry, David/Nicola	500 E. Grant St. Apt #508	Minneapolis MN 55404-1429
426 Gilbert Ct SE	215-160-001030	Kohn, Robin/Susan	426 Gilbert Ct SE	Buffalo MN 55313-4716
7092 6th St NE	215-013-000100	Wigdahl, Gordon/Melanie	7106 6th St SE	Buffalo MN 55313-4642
7062 6th St NE	215-013-00070	Fisher, Bill	PO Box 241	Rockford MN 55373
328 Halsey Av SE	215-000-052201	Joens, Jon/Cheryl	328 Halsey Av SE	Buffalo MN 55313
360 Gilbert Ct SE	215-160-001010	Zea, April/Dilque	360 Gilbert Ct SE	Buffalo MN 55313
7071 6th St NE	215-031-001010	Hietanen, Tyler	7071 6th St NE	St. Michael MN 55376
785 Halsey Av SE	215-000-053302	Baloun, Laura	785 Halsey Ave SE	Buffalo MN 55313-4606
7 Halsey Av SE	215-035-000400	Gohman, Todd/Deborah	7 Halsey Ave SE	Buffalo MN 55313-4602
193 Halsey Av SE	215-035-000220	Francis, Edward/Sara	2082 So Emerald Plc	Springfield MO 65809
363 Halsey Av SE	215-035-000120	Staker, Carrie/Lucus	363 Halsey Ave SE	Buffalo MN 55313-4603
207 Halsey Av SE	215-035-000210	Berning, Larry	207 Halsey Ave SE	Buffalo MN 55313-4603
265 Halsey Av SE	215-035-000180	Prince, Julie/Joe	265 Halsey Ave SE	Buffalo MN 55313-4603
283 Halsey Av SE	215-035-00170	Plantenberg, Shannon/Adam	283 Halsey Ave SE	Buffalo MN 55313-4603
297 Halsey Av SE	215-035-000160	Dzik, Mark/Sandy	297 Halsey Ave SE	Buffalo MN 55313-4603
347 Halsey Av SE	215-035-000130	Friberg, Joseph/Nancy	347 Halsey Av SE	Buffalo MN 55313
375 Halsey Av SE	215-035-000110	Kilian, Therese	375 Halsey Ave SE	Buffalo MN 55313-4603
403 Halsey Av SE	215-035-000090	Dehmer, Rick/Nancy	418 Halsey Ave SE	Buffalo MN 55313-4654
417 Halsey Av SE	215-035-000080	Klingelhoets, Jeff	417 Halsey Av SE	St. Michael MN 55313
429 Halsey Av SE	215-035-000070	Larson, Thomas	429 Halsey Ave SE	Buffalo MN 55313-4654
451 Halsey Av SE	215-035-000050	Flynn, Thomas/Laura	451 Halsey Ave SE	Buffalo MN 55313-4654
469 Halsey Av SE	215-035-000040	Hanson, Richard/Delpha	469 Halsey Ave SE	Buffalo MN 55313-4654
483 Halsey Av SE	215-035-000020	Paatela, Jeremy	483 Halsey Ave SE	Buffalo MN 55313-4654
502 Halsey Av SE	215-000-053100	Finke, Neal	502 Halsey Ave SE	Buffalo MN 55313-4604
489 Halsey Av SE	215-000-053211	Volk, Christopher/Carrie	489 Halsey Ave SE	Buffalo MN 55313-4654
529 Halsey Av SE	215-000-053207	Francis, Joe/Sue	529 Halsey Ave SE	Buffalo MN 55313-4604
536 Halsey Av SE	215-000-053206	Mattson, James	2 Allen Road	Eldon MO 65026
552 Halsey Av SE	215-000-053209	Stecker, Max/Camille	297 Halsey Ave SE	Buffalo MN 55313
19 Halsey Av SE	215-035-000390	Sundt, Angela/Joseph	19 Halsey Ave SE	Buffalo MN 55313-4602
563 Halsey Av SE	215-013-000230	Hanson, Lanny/Lavonne	563 Halsey Ave SE	Buffalo MN 55313-4604
562 Halsey Av SE	215-014-000010	Skafte, Daniel	562 Halsey Ave SE	Buffalo MN 55313-4604
570 Halsey Av SE	215-014-000020	Pederson, Jean	570 Halsey Ave SE	Buffalo MN 55313-4604
573 Halsey Av SE	215-013-000220	Haas, Wendy	573 Halsey Ave SE	Buffalo MN 55313-4604
583 Halsey Av SE	215-013-000210	Voigt, Lon/Julie	583 Halsey Ave SE	Buffalo MN 55313-4604
584 Halsey Av SE	215-014-000040	Gleisner, Kristin/Scott	584 Halsey Ave SE	Buffalo MN 55313-4604
589 Halsey Av SE	215-013-000200	Francis, Edward/Sara	2082 So. Emerald Plc	Springfield MO 65809
594 Halsey Av SE	215-014-000060	Schmitz, Curtis	606 Halsey Av SE	St. Michael MN 55313
597 Halsey Av SE	215-013-000180	McDonough, Victor	597 Halsey Ave SE	Buffalo MN 55313-4604
33 Halsey Av SE	215-035-000380	Lucas, Bradley/Heidi	33 Halsey Ave SE	Buffalo MN 55313-4602
605 Halsey Av SE	215-013-000160	Curran, Patti	605 Halsey Ave SE	Buffalo MN 55313-4605
606 Halsey Av SE	215-014-000080	Schmitz, Curt/Mary	606 Halsey Ave SE	Buffalo MN 55313-4605
632 Halsey Av SE	215-014-000090	Miller, Conrad/Helen	632 Halsey Ave SE	Buffalo MN 55313-4605
643 Halsey Av SE	215-000-053203	Guerrero, Miguel/Jaeden	643 Halsey Av SE	St. Michael MN 55313
686 Halsey Av SE	215-014-000150	Cristoforo, Joe/Nancy	686 Halsey Av SE	St. Michael MN 55313
693 Halsey Av SE	215-000-053202	Borg/Niles, Timothy/Jessica	693 Halsey Av SE	St. Michael MN 55313
710 Halsey Av SE	215-014-000170	Buroughs, Bryan/Carolyn	710 Halsey Ave SE	Buffalo MN 55313-4606
734 Halsey Av SE	215-014-000180	Moline, Brandon/Meghan	4567 Eckart Ave SE	Delano MN 55328
762 Halsey Av SE	215-032-001010	Prinzing, Michael/Jullie	762 Halsey Ave SE	Buffalo MN 55313
101 Halsey Av SE	215-035-000340	Kennedy, Jeffrey/Diane	101 Halsey Ave SE	Buffalo MN 55313-4602
786 Halsey Av SE	215-032-001020	Grossinger, Randy/Patrice	786 Halsey Ave SE	Buffalo MN 55313-4606
806 Halsey Av SE	215-032-001030	Stenhaug, Krista	806 Halsey Av SE	St. Michael MN 55313
809 Halsey Av SE	215-032-004010	Nelson, Mark/Sandra	809 Halsey Ave SE	Buffalo MN 55313-4606
846 Halsey Av SE	215-032-001050	Teubert, Chad/Nicole	846 Halsey Av SE	St. Michael MN 55313
924 Halsey Av SE	215-032-002020	Kerr, Gideon	924 Halsey Av SE	St. Michael MN 55313
931 Halsey Av SE	215-032-004110	Budig, Fritz/Stacie	931 Halsey Ave SE	Buffalo MN 55313-4607

946 Halsey Av SE	215-032-002100	Christianson, Lloyd	6069 County Road 33 SE	Buffalo MN 55313-4649
971 Halsey Av SE	215-032-004140	McConn, Tom	971 Halsey Ave SE	Buffalo MN 55313-4607
7106 6th St SE	215-013-000110	Wigdahl, Gordon/Melanie	7106 6th St SE	Buffalo MN 55313-4642
57 Halsey Av SE	215-035-000360	Skelly, Douglas/Janice	57 Halsey Ave SE	Buffalo MN 55313-4602
7124 6th St SE	215-013-000140	Miller, Sarah/Robert	7124 6th St SE	Buffalo MN 55313-4642
7015 6th St SE	215-031-001060	Weinzierl, John	7015 6th St SE	Buffalo MN 55313
7112 7th St SE	215-031-001030	Stoddard, Patrick/B.	7112 7th St SE	Buffalo MN 55313-4643
7080 7th St SE	215-031-001040	Massmann, Jason/Sarah	7080 7th St SE	Buffalo MN 55313-4643
7089 7th St SE	215-031-001100	Halonen, John	12010 Whitetail Ln	Hanover MN 55341
7073 7th St SE	215-031-001080	Long, Dennis/Rita	7073 7th St SE	Buffalo MN 55313-4643
7064 7th St SE	215-031-001050	Hietanen, Jeannie	7064 7th St SE	Buffalo MN 55313-4643
7216 9th St SE	215-032-001060	Giese, Karen	7216 9th St SE	Buffalo MN 55313-4646
7252 9th St SE	215-032-001080	Reed, Jane/Jeff	7252 9th St SE	Buffalo MN 55313-4646
113 Halsey Av SE	215-035-000320	Vought, Ronald/Jeanette	113 Halsey Ave SE	Buffalo MN 55313-4602
7266 9th St SE	215-032-001090	Tregaskis, William	7266 9th St SE	Buffalo MN 55313-4646
7282 9th St SE	215-032-001100	Sutton, Anne Marie	7282 9th St SE	Buffalo MN 55313
7342 9th St SE	215-011-001110	Dan/Sandra Frum, Trustees	7342 9th St SE	Buffalo MN 55313-4647
7358 9th St SE	215-011-001090	Koehler, Nancy	7358 9th St SE	Buffalo MN 55313-4647
7376 9th St SE	215-011-001080	Benson, Lisa/James	7376 9th St SE	Buffalo MN 55313-4647
7396 9th St SE	215-011-001070	Johnson, Jennifer/Nate	7396 9th St SE	Buffalo MN 55313-4647
7412 9th St SE	215-011-001060	Miller, James/Angela	7412 9th St SE	Buffalo MN 55313-4648
7426 9th St SE	215-011-001050	Wilstine, Theresa	7426 9th St SE	Buffalo MN 55313-4648
7442 9th St SE	215-011-001040	Brailler, Susan	7442 9th St SE	Buffalo MN 55313-4648
127 Halsey Av SE	215-035-000300	Kline/Stover, Richard/Pamela	127 Halsey Av SE	St. Michael MN 55313
7460 9th St SE	215-011-001030	Malmquist, Josh/Jennifer	7460 9th St SE	Buffalo MN 55313-4648
7476 9th St SE	215-011-001020	Miller, Alan/Donna	7476 9th St SE	Buffalo MN 55313-4648
7496 9th St SE	215-011-001010	Moseng, Tim/Char	7496 9th St SE	St. Michael MN 55313
7540 10th St SE	215-000-054304	Anderson, Gary/Nancy	7540 10th St SE	Buffalo MN 55313-4631
7726 10th St SE	215-000-054303	Delacey, Orrin	7726 10th St SE	St. Michael MN 55313
945 Hamilton Av SE	215-011-002060	Erickson, Melanie	945 Hamilton Av SE	St. Michael MN 55313
967 Hamilton Av SE	215-011-002050	Thomas, Richard/Marlene	967 Hamilton Ave SE	Buffalo MN 55313-4608
839 Hammond Av SE	215-019-001170	Rusten, Brendt/Patty	PO Box 640	Bokeelia FL 33922
818 Hammond Av SE	215-000-054302	Eckblad, Gregory	818 Hammond Ave SE	Buffalo MN 55313-4613
163 Halsey Av SE	215-035-000250	Burns, Bradford/Julie	163 Halsey Ave SE	Buffalo MN 55313-4602
777 Hammond Av SE	215-019-001150	Tabbut, David/R.A.	777 Hammond Ave SE	Buffalo MN 55313-4613
767 Hammond Av SE	215-019-001130	Schroedl, Ron	767 Hammond Ave SE	Buffalo MN 55313-4613
757 Hammond Av SE	215-019-001120	Barkuloo, Patrick/April	757 Hammond Ave SE	Buffalo MN 55313-4613
7700 8th St SE	215-022-001010	Vergin, Reinhold/Sharon	7700 8th St SE	Buffalo MN 55313-4645
7728 8th St SE	215-022-001020	Fuller, Karen	7728 8th St SE	Buffalo MN 55313-4645
7781 8th St SE	215-053-001030	Jensen, Shay/Ainsley	7781 8th St SE	St. Michael MN 55313
7776 8th St SE	215-022-001030	Eichman, Donald/Stephanie	7776 8th St SE	Buffalo MN 55313-4645
7814 8th St SE	215-022-001040	Riley, Sean	7814 8th St SE	Buffalo MN 55313-4645
844 Hansack Av SE	215-000-054404	Vehkalampi, Angela/Janne	844 Hansack Ave SE	Buffalo MN 55313-4615
177 Halsey Av SE	215-035-000230	Lagerquist, Terry	835 Halsey Ave SE	Buffalo MN 55313-4606
717 Hansack Av SE	215-019-001030	Hanson, Tim	717 Hansack Ave SE	Buffalo MN 55313-4614
693 Hansack Av SE	215-019-001010	Anderson, Brian/Jess	693 Hansack Ave SE	Buffalo MN 55313-4614
673 Hansack Av SE	215-000-054200	Anderson, Brian/Jess	673 Hansack Ave SE	Buffalo MN 55313-4614
48 Gillard Av SE	215-055-000010	King, Gail	48 Gillard Ave SE	Buffalo MN 55313-4652
68 Gillard Av SE	215-012-000020	Reynolds, James/Rebecca	68 Gillard Ave SE	Buffalo MN 55313-4652
86 Gillard Av SE	215-012-000040	Johnson, Sarah	4809 Cty Rd 35W	Buffalo MN 55313
96 Gillard Av SE	215-012-000050	Hagberg, Scott	96 Gillard Ave SE	Buffalo MN 55313
108 Gillard Av SE	215-012-000060	Stecker, Alyn/Joyce	108 Gillard Ave SE	Buffalo MN 55313-4653
124 Gillard Av SE	215-012-000080	Olson, Edward/Margaret	124 Gillard Ave SE	Buffalo MN 55313-4653
138 Gillard Av SE	215-012-000110	Robeck, Eric	138 Gillard Ave SE	Buffalo MN 55313-4653
234 Gillard Av SE	215-012-000190	Olson, Thona/Mark	234 Gillard Ave SE	Buffalo MN 55313-4653
166 Gillard Av SE	215-012-000140	Zimmerman, Beatha/Russell	166 Gillard Ave SE	Buffalo MN 55313-4653

897 Hansack Av SE	215-019-001230	Erickson, Bill/Kay	897 Hansack Ave SE	Buffalo MN 55313
389 Halsey Av SE	215-035-000100	Driver, Robert/Julie	389 Halsey Ave SE	Buffalo MN 55313-4603
721 Halsey Av SE	215-000-053201	Zylla, Daniel	721 Halsey Ave SE	Buffalo MN 55313-4606
7101 6th St SE	215-031-001020	Jordet, Milo/Jean	7101 6th St SE	Buffalo MN 55313-4642
7057 7th St SE	215-031-001070	Boeve, Craig	7057 7th St SE	Buffalo MN 55313-4643
76 Gillard Av SE	215-012-000030	Alverson, Richard/Mary	4429 Lyndale Ave S	Minneapolis MN 55419-4854
176 Gillard Av SE	215-012-000150	Huston, Steve/Diane	PO Box 219	Rockford MN 55373-0219
871 Hammond Av SE	215-019-001220	Lehnert, Donna/Richard	871 Hammond Av SE	St. Michael MN 55313
135 Halsey Av SE	215-035-000290	Biorn, John/Nancy	135 Halsey Ave SE	Buffalo MN 55313-4602
7078 6th St SE	215-013-000090	Steffens, Mathew/Lexann	7078 6th St SE	Buffalo MN 55313-4642
735 Hansack Av SE	215-019-001050	Witkop, Scott/Amy	735 Hansack Ave SE	Buffalo MN 55313-4614
7693 8th St SE	215-053-001010	Marek, Kim/Jeremy	7693 8th St SE	Buffalo MN 55313-4832
243 Halsey Av SE	215-035-000190	Mahannah, Bradley/Sara	243 Halsey Ave SE	Buffalo MN 55313-4603
824 Halsey Av SE	215-032-001040	Dougherty, Kathleen	824 Halsey Ave SE	Buffalo MN 55313-4606
970 Halsey Av SE	215-032-002080	Pelletier, Scott	970 Halsey Av SE	St. Michael MN 55313
7337 9th St SE	215-011-002040	Simmer, Jack	7337 9th St SE	Buffalo MN 55313-4647
851 Halsey Av SE	215-032-004030	Salls, Robert	851 Halsey Ave SE	Buffalo MN 55313-4606
7182 9th St SE	215-031-001020	Gorlov, Yuliya	7182 9th St SE	Buffalo MN 55313-4646
7279 9th St SE	215-032-002040	Smeby, Michelle	7279 9th St SE	Buffalo MN 55313-4646
418 Halsey Av SE	215-000-052400	Dehmer, Rick/Nancy	418 Halsey Ave SE	Buffalo MN 55313-4654
7271 9th St SE	215-032-002030	Burns, Jeannie	11061 108th St NW	Annandale MN 55302-2917
7285 9th St SE	215-032-002050	Loukusa, Mike	7285 9th St SE	Buffalo MN 55313-4675
6807 3rd St SE	215-000-061401	Steinert, Ronald/Margaret	6807 3rd St SE	Buffalo MN 55313
7189 9th St SE	215-032-004110	Dahl, Brenda	7189 9th St SE	Buffalo MN 55313-4646

WRIGHT COUNTY BOARD OF COMMISSIONERS

PUBLIC HEARING NOTICE

ST. MICHAEL – EMERGENCY SEWER LINE REPAIR – ROCKFORD TOWNSHIP

NOTICE IS HEREBY GIVEN, that the Wright County Board of Commissioners (County Board), on December 16th, 2025, at 9:30 AM, will hold a public hearing regarding the certification of a special assessment for emergency sewer repair completed by the City of St. Michael in Rockford Township. This public hearing and discussion will take place in the Commissioners' Board Room at the Wright County Government Center, 3650 Braddock Avenue, NE, Buffalo, Minnesota 55313.

On 9/12/2024 at 7080 7th Street in Rockford Township, the City of St. Michael provided emergency sanitary sewer pressure line repair services and requires Wright County to hold a public hearing first before a special assessment can be certified pursuant to Minnesota State Statute 429.061.

Public Hearing: St. Michael – Emergency Sewer Line Repair – Rockford Township

Area of Service: Parcels attached to the sewer line near 7080 7th Street in Rockford Township

Proposed Purposes And Programs: The city of St. Michael Joint Powers Board paid for the services of Burschville Construction Inc. to complete the repairs of the sewer line in 2024 and invoiced Wright County in 2025 for reimbursement. A public hearing is set to certify the special assessment for reimbursement.

You have the following options available to submit public comments:

1.) Attend the public hearing and provide your comments during the public comment portion of the hearing. These comments will become part of the official record in this proceeding.

2.) Provide written comments by mail, email, or drop off prior to the hearing. All written comments must be submitted by December 5th, 2025, at 1:00pm to allow time for Finance & Taxpayer Services to review these prior to the public hearing. All written comments received by this deadline will be provided to the County Board prior to the public hearing and will be a part of the official record.

Lindsey Meyer
Wright County Finance Director, Auditor/Treasurer

CITY OF ST. MICHAEL

INVOICE

11800 Town Center Drive NE, Suite 300
St. Michael, MN 55376
Accounts Receivable 763-416-7914
Fax 763.497.5306

DATE:
February 20, 2025

INVOICE #
02202025-1

Payment due 30 days from invoice date.

Bill To:
Wright County
email: kate.dahl@co.wright.mn.us

For:
sewer liine repair

36-861-000-0000-6261-000000

DESCRIPTION		AMOUNT
Sewer line repair on 7th Street in Rockford	Burschville Construction	$ 7,968.20
NOTE: A late fee of 1.5% after 30-days from the date of invoice; with an Annual Percentage Rate of 18% will be assessed if not paid within 30 days		
	TOTAL	$ 7,968.20

Please make check payable to City of St. Michael

THANK YOU!!

BURSCHVILLE CONSTRUCTION INC

PO BOX 65
HANOVER, MN 55341

Invoice

Date	Invoice #
10/16/2024	5186

Bill To
City of St. Michael Attention: Joint Powers Board 11100 50th Street NE Albertville, MN 55304

• Wright County to reimburse

P.O. No.	Terms	Project
	Net 30	

Quantity	Description	U/M	Rate	Amount
	7080 7th Street, Rockford Township, MN 9/12/2024 - Sanitary Sewer Pressure Line Repair			
7.5	Foreman (HR)		150.00	1,125.00
7.5	Enclosed tool trailer w/small equipment & tools (HR)		100.00	750.00
4	Quad-axle dump truck (HR)		200.00	800.00
2	Deck-over tag trailer (HR)		75.00	150.00
3.5	Skidsteer (track-type) w/operator (HR)		180.00	630.00
7.5	1.5 CY - 30,000 LB Excavator w/operator (HR)		240.00	1,800.00
5.5	Vac trailer (HR)		300.00	1,650.00
10.6	Cl 5 Aggregate base recycle (TN)		22.00	233.20
2.5	Trench stabilization rock (CY)		60.00	150.00
1	Compression couplings, including delivery (LS)		680.00	680.00

Thank you for your business!

Total $7,968.20

WRIGHT COUNTY
MINNESOTA

Agenda Item

Destination and Workflow

Meeting Type: *
Board Meeting

Requestor Name
Lindsey Meyer

Requestor Title
Auditor/Treasurer

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

Target Meeting Date *
12/16/2025 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 min

Originator
KAL5640

Item Details

Board Action Requested (this is what will appear on the Agenda) *
Public Hearing to Certify City of St. Michael Delinquent Utility Accounts & Sewer Line Repair Charges for Rockford Township

Short Title (what will appear on Agenda outline - 250 character max.) *
Public Hearing to Certify City of St. Michael Delinquent Utility Accounts & Sewer Line Repair Charges for Rockford Township

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

Briefly describe how the request aligns with the selected value stream.
Conducting a public hearing regarding the certification of a special assessment for emergency sewer line repairs in Rockford Township by the City of St. Michael. As well as a Public Hearing for certification of a special assessment for delinquent utility accounts serviced by the City of St. Michael for parcels in Rockford Township.

Describe the impact on staffing resources.
N/A

Fiscal Impact:
N/A

Background/Justification:
On 9/12/2024 on 7080 7th Street in Rockford Township, a sewer line required emergency sanitary sewer pressure line repair. The City of St. Michael Joint Powers Board hired/paid for the services of Burschville Construction Inc. to complete the repair and invoiced Wright County for reimbursement. They are now requesting certification for a special assessment for these repair costs to the homes in Rockford Township that received benefit from the repair. The City of St. Michael is also requesting certification of a special assessment for delinquent sewer utility accounts for services in Rockford Township.

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. (5)

Document Name	Attachment Type
St. Michael delinquent.pdf	Attachment
St. Michael Invoice sewer district.pdf	Attachment
St. Michael Sewer Repair parcels.pdf	Attachment
St. Michael Sewer Delinquent Public Hearing 12.16.15 Notice.pdf	Attachment
St. Michael Sewer Repair Public Hearing 12.16.15 Notice.pdf	Attachment

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision

Approved

Notes

County Administrator Review

County Administrator Decision

Notes

WRIGHT COUNTY BOARD OF COMMISSIONERS

PUBLIC HEARING NOTICE

ST. MICHAEL – DELINQUENT SEWER UTILITY CHARGES

NOTICE IS HEREBY GIVEN, that the Wright County Board of Commissioners (County Board), on December 16th, 2025, at 9:30 AM, will hold a public hearing regarding the certification for delinquent utility accounts in Rockford Township. This public hearing and discussion will take place in the Commissioners' Board Room at the Wright County Government Center, 3650 Braddock Avenue, NE, Buffalo, Minnesota 55313.

The City of St. Michael provides sewer services to some areas of Rockford and requires Wright County to hold a public hearing first before a special assessment can be certified pursuant to Minnesota State Statute 429.061.

Public Hearing: St. Michael – Delinquent Sewer Utility Charges

Area of Service: Delinquent utility parcels in Rockford Township

Proposed Purposes And Programs: To certify special assessments upon parcels where sewer utility accounts have become delinquent.

You have the following options available to submit public comments:

1.) Attend the public hearing and provide your comments during the public comment portion of the hearing. These comments will become part of the official record in this proceeding.

2.) Provide written comments by mail, email, or drop off prior to the hearing. All written comments must be submitted by December 5th, 2025, at 1:00pm to allow time for Finance & Taxpayer Services to review these prior to the public hearing. All written comments received by this deadline will be provided to the County Board prior to the public hearing and will be a part of the official record.

Lindsey Meyer
Wright County Finance Director, Auditor/Treasurer

City of St. Michael

Delinquent Sewer Utility Accounts
Special Assessments
Certified for 2026 Taxes

Project: **1142602**

Council approved:	Resolution 10-28-25-05
Annual interest rate:	18.00%
Interest start date:	October 28, 2025
First period through:	December 31, 2026
Length of assessment:	1 year

Property ID	Amount	Address
215-000-053211	$ 756.89	489 Halsey Ave SE
215-031-001020	$ 315.82	7182 9th Street SE
	$1,072.71	

2

WRIGHT COUNTY
MINNESOTA

Agenda Item

Destination and Workflow

Meeting Type: *
Board Meeting

Requestor Name
Lindsey Meyer

Requestor Title
Auditor/Treasurer

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

Target Meeting Date *
12/16/2025 9:00 AM - Board of Wright County Commissioners

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

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

Time Required:
2 min

Originator
KAL5640

Item Details

Board Action Requested (this is what will appear on the Agenda) *
Adopt Resolution 25-88, to Certify City of St. Michael Sewer Emergency Repair Special Assessment

Short Title (what will appear on Agenda outline - 250 character max.) *
Adopt Resolution 25-88, to Certify City of St. Michael Sewer Emergency Repair Special Assessment

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.
Emergency sewer line repairs were completed by the City of St. Michael in 2024. Wright County was invoiced by the City of St. Michael in 2025. A resolution vote is needed to certify a special assessment to pay for the repairs by the owners in the sewer subordinate district in Rockford Township.

Describe the impact on staffing resources.
N/A

Fiscal Impact:
N/A

Background/Justification:
City of St. Michael Joint Powers Board provided emergency sewer pressure line repair to Rockford Township on 9/12/2024. Payment was made to Burschville Construction, Inc, and Wright County was invoiced in 2025 for reimbursement. The County has received a request from the City of St. Michael to place a special assessment pursuant to the parcels attached to the sewer line near 7th Street in Rockford Township that benefited from the repair. This conforms with the Minnesota Statute 429.061. Invoice total is $7,968.20. Special assessment of invoice reimbursement plus interest calculated at $159.36 (6 months at 4%) to be split equally amongst parcels within sewer district.

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
25-88 St. Michael resolution - FLAT.pdf	Attachment

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision

Approved

Notes

County Administrator Review

County Administrator Decision

Notes

#	PARID	Owner Name	OWN2
1	215000052201	JONATHAN STARK JOENS &	CHERYL ANN JOENS
3	215000053100	NEAL J & MICHELLE A FINKE	
4	215000053201	DANIEL & HEATHER ZYLLA	
6	215000053203	JAEDEN DELAINE GUERRERO &	MIGUEL ANGEL GUERRERO
8	215000053206	JAMES B MATTSON	
9	215000053207	JOE C FRANCIS REVTR	
10	215000053209	MAXWELL STECKER &	CAMILLE MARIE STECKER
11	215000053211	CARRIE G VOLK	
12	215000053302	SCOTT C BALOUN REVTR	
13	215000054200	BRIAN & JESSICA ANDERSON	
15	215000054303	ORRIN DELACEY	
16	215000054304	GARY W & NANCY L ANDERSON	
17	215000054403	THOMAS LEE NICHOLS	
18	215000054404	JANNE VEHKALAMPI &	ANGELA J VEHKALAMPI
19	215000061401	MARGARET S STEINERT REVTR	
20	215011001010	TIMOTHY MOSENG &	SHARILYN MOSENG
21	215011001020	ALAN J MILLER TR &	DONNA M MILLER TR
22	215011001030	JOSHUA MALMQUIST &	JENNIFER MALMQUIST
23	215011001040	SUSAN K BRALLIER REVTR	
24	215011001050	JOHN D & THERESA M WITSTINE	
25	215011001060	JAMES C & ANGELA N MILLER	
26	215011001070	NATHAN L JOHNSON	
27	215011001080	JAMES & LISA BENSON	
28	215011001090	NANCY STEWART KOEHLER	
29	215011001110	DAN C FRUMP TR	
31	215011002040	JACK W & SHERI L SIMMER	
32	215011002050	RICHARD M THOMAS	
33	215011002060	MELANIE ERICKSON	
34	215011003050	JAMES & ANGELA MILLER	
35	215012000020	JAMES R & REBECCA A REYNOLDS	
36	215012000030	MARY ALVERSON	
37	215012000040	SARAH JOY JOHNSON &	CHERI JOHNSON LERDON
38	215012000050	SCOTT HAGBERG	
39	215012000060	ALYN & JOYCE STECKER FAMTR	
40	215012000080	EDWARD L & MARGARET A OLSON	
41	215012000110	ERIC D & LINDA G ROBECK	
42	215012000120	CHAR MARIE HUSTON	
43	215012000140	RUSSELL G & BEATHA J ZIMMERMAN	
44	215012000150	STEVEN J HUSTON TR	DIANE L HUSTON TR
45	215012000190	MARK D OLSON &	THONA K OLSON
46	215013000070	WILLIAM T FISHER REVTR &	KRISTA L FISHER REVTR
47	215013000090	MATTHEW J STEFFENS	
49	215013000110	GORDON P & MELANIE R WIGDAHL	
50	215013000140	SARAH M MILLER TR	
51	215013000160	PATTI J CURRAN	
52	215013000180	VICTOR M MCDONOUGH JR	

53	215013000200	EDWARD R & SARA E FRANCIS	
54	215013000210	LON & JULIANNE VOIGT TR	
55	215013000220	TWARH REVTR	
56	215013000230	TODD M HANSON	
57	215014000010	DANIEL B SKAFTE&	NANCY BERMEL
58	215014000020	JEAN M PEDERSON	
59	215014000040	SCOTT R & KRISTIN L GLEISNER	
60	215014000060	CMT ENTERPRISES LLC	
61	215014000080	CURTIS SCHMITZ &	MARY T B SCHMITZ
62	215014000090	CONRAD & HELEN M MILLER REVTR	
63	215014000110	PAUL M JOHNSON	
64	215014000150	JOSEPH FRANCIS CRISTOFORO &	NANCY CRISTOFORO
65	215014000170	BRYAN D & CAROLYN J BOROUGHS	
66	215014000180	FLYING M CO LLC	
67	215019001040	TIMOTHY S & STEPHANIE HANSON	
68	215019001050	SCOTT & AMY WITKOP	
69	215019001060	DEBORA K SCHURR	
71	215019001080	STEVEN K WILLHITE	
73	215019001100	GREGORY ECKBLAD	
74	215019001120	PATRICK B & APRIL L BARKULOO	
75	215019001130	RONALD A SCHROEDL	
76	215019001150	DAVID G TABBUT REVTR	
78	215019001181	BRENDT & PATRICIA RUSTEN	
79	215019001220	RICHARD LEHNERT &	DONNA LEHNERT
81	215019001260	WILLIAM L & KAY V ERICKSON	
82	215022001010	VERGIN LIVTR	
83	215022001020	KAREN JOANNE FULLER &	JEFFREY STEVEN MEHLHOP
84	215022001030	DONALD G & STEPHANIE L EICHMAN	
85	215022001040	SEAN G RILEY&	XIAO QU XIE
86	215031001010	TYLER K HIETANEN	
87	215031001020	MARK M & LORI L JORDET	
88	215031001030	PATRICK J & B STODDARD	
89	215031001040	JASON C MASSMANN	
90	215031001050	JEANNIE F HIETANEN	
91	215031001060	JOHN G WEINZIERL	
92	215031001070	CRAIG A BOEVE	
93	215031001080	DENNIS W & RITA R LONG	
94	215031001100	JOHN R & BECKY E HALONEN	
95	215031001110	TIMOTHY PAUL BORG &	JESSICA JEAN NILES
96	215032001010	MICHAEL E & JULIE W PRINZING	
97	215032001020	RANDY G GROSSINGER REVTR	PATRICE M GROSSINGER REVTR
98	215032001030	KRISTA MARIE STENHAUG	
99	215032001040	KATHLEEN A DOUGHERTY	
100	215032001050	CHAD J TEUBERT &	NICOLE M TEUBERT
101	215032001060	KAREN E GIESE	
103	215032001080	JEFF M & JANE E H REED	
104	215032001090	WILLIAM F & JOYCE TREGASKIS	

105	215032001100	ANNE-MARIE SUTTON TR	
106	215032002020	9TH ST SE LLC	
107	215032002030	JEANNE LIBERT	
108	215032002040	MICHELLE A SMEBY	
109	215032002050	MICHAEL E LOUKUSA &	MARY A LOUKUSA
110	215032002080	SCOTT PELLETIER &	ERIN PELLETIER
111	215032002100	LLOYD P &MELISSA M CHRISTENSON	
112	215032002110	GIDEON KERR &	DANIELLE KERR
114	215032003020	SCOTT C & LAURA K BALOUN	
115	215032004010	MARK J & SANDRA K NELSON	
116	215032004030	FOSM PROPERTIES LLC	
117	215032004040	ROBERT L SALLS	
118	215032004050	ALEXANDR & YULIYA GORLOV	
119	215032004110	TIMOTHY J & BRENDA A DAHL	
120	215032004130	FRITZ E & STACIE M BUDIG	
121	215032004140	ELIZABETH E MCONN TR	
122	215035000020	JEREMY B & LEANNA M PAATELA	
123	215035000040	RMH REVTR	
124	215035000050	LAURA C FLYNN TR	
125	215035000070	THOMAS J LARSON REVTR	
126	215035000080	JEFFREY J KLINGELHOETS	
127	215035000090	RICHARD G & NANCY DEHMER	
128	215035000100	ROBERT & JULIANNE V DRIVER	
129	215035000110	THERESE M KILIAN	
130	215035000120	LUCAS H & CARRIE J STAKER	
131	215035000130	JOSEPH FRIBERG	
132	215035000160	MARK J DZIK & SANDRA L DZIK FAMTR	
133	215035000170	SHANNON N PLANTENBERG &	ADAM H PLANTENBERG
134	215035000180	JOSEPH E & JULIANA B PRINCE	
135	215035000190	BRADLEY A & SARA M MAHANNAH	
136	215035000210	LARRY M & PATRICIA S BERNING	
137	215035000220	EDWARD R FRANCIS &	SARA E FRANCIS
138	215035000230	HIS TCL REVTR &	HER TCL REVTR
139	215035000250	BRADFORD R & JULIE A BURNS	
140	215035000260	DAVID & NICOLA BEAUDRY	
141	215035000270	BARBARA I WILLIAMS	
142	215035000290	JOHN R & NANCY J BIORN	
143	215035000300	PAMELA STOVER &	RICHARD KLINE
144	215035000320	RONALD E & JEANETTE L VOUGHT	
145	215035000340	JEFFREY R & DIANE K KENNEDY	
146	215035000360	DOUGLAS E & JANICE L SKELLY	
147	215035000380	BRADLEY & HEIDI LUCAS	
148	215035000390	JOSEPH & ANGELA SUNDT	
149	215035000400	TODD W & DEBORAH J GOHMANN	
150	215053001010	KIMBERLY R MAREK	
151	215053001020	LISA A & JAMES L BARSNESS	
152	215053001030	SHAY JENSEN &	AINSLEY JENSEN

153	215053001040	STEVEN MARQUETTE	
154	215055000010	GAIL R KING &	BONNIE F KING
155	215160001010	APRIL ZEA &	DILQUE ZEA
156	215160001030	ROBIN H & SUSAN A KOHN	

CAREOF	Address	ADRADD	ADRDIR	ADRSTR
	328			HALSEY
	502			HALSEY
	721			HALSEY
	643			HALSEY
	78			BONNIE
	529			HALSEY
	552			HALSEY
	489			HALSEY
	785			HALSEY
	693			HANSACK
	7726			10TH
	7540			10TH
	2010			QUEENSLAND
	844			HANSACK
%MARGARET S STEINERT & RONALD L STEINERT	6807			3RD
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	7476			9TH
	7460			9TH
	7442			9TH
	7426			9TH
	7412			9TH
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	7358			9TH
	7342			9TH
	7337			9TH
	967			HAMILTON
	945			HAMILTON
	7412			9TH
	68			GILLARD
	4429			LYNDALE
	4809			COUNTY ROAD 35
	96			GILLARD
	108			GILLARD
	124			GILLARD
	138			GILLARD
	5607			GREEN CIRCLE
	166			GILLARD
	700			SCHUBERT
	234			GILLARD
	7078			6TH
	7106			6TH
	7124			6TH
	605			HALSEY
	597			HALSEY

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	583		HALSEY
%THOMAS J & WENDY A HAAS TRUSTEES	573		HALSEY
	563		HALSEY
	562		HALSEY
	570		HALSEY
	584		HALSEY
%CURT SCHMITZ	606		HALSEY
	606		HALSEY
	2475		HOLY NAME
	656		HALSEY
	686		HALSEY
	710		HALSEY
%BRANDON & MEGHANN MOLINE	4567		ECKERT
	717		HANSACK
	735		HANSACK
	16955		WEAVER LAKE
	779		HANSACK
	818		HAMMOND
	757		HAMMOND
	767		HAMMOND
	777		HAMMOND
	18258		MINNETONKA
	871		HAMMOND
	897		HANSACK
	7700		8TH
	7728		8TH
	7776		8TH
	7814		8TH
	7071		6TH
	7101		6TH
	7112		7TH
	7080		7TH
	7064		7TH
	7015		6TH
	7057		7TH
	7073		7TH
	12010		WHITETAIL
	693		HALSEY
	762		HALSEY
	786		HALSEY
	806		HALSEY
	824		HALSEY
	846		HALSEY
	7216		9TH
	7252		9TH
	7266		9TH

	7282		9TH
	11061		108TH
%JEANNE BURNS	11061		108TH
	7279		9TH
	7285		9TH
	970		HALSEY
	6069		COUNTY ROAD 33
	924		HALSEY
	785		HALSEY
	809		HALSEY
	835		HALSEY
	851		HALSEY
	7182		9TH
	7189		9TH
	931		HALSEY
	971		HALSEY
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	243		HALSEY
	207		HALSEY
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	177		HALSEY
	163		HALSEY
	500	E	GRANT
	13482		STEVE
	135		HALSEY
	127		HALSEY
	113		HALSEY
	101		HALSEY
	57		HALSEY
	33		HALSEY
	19		HALSEY
	7		HALSEY
	7693		8TH
	7727		8TH
	7781		8TH

7817	8TH
48	GILLARD
360	GILBERT
426	GILBERT

ADRSUF	ADRSUF2	Description	Building/Unit #	City	State	Zip Code	ADDRESS R
AVE	SE			BUFFALO	MN	55313	328 HALSE
AVE	SE			BUFFALO	MN	55313	502 HALSE
AVE	SE			BUFFALO	MN	55313	721 HALSE
AVE	SE			BUFFALO	MN	55313	643 HALSE
PT				LAKE OZARK	MO	65049	78 BONNIE
AVE	SE			BUFFALO	MN	55313	529 HALSE
AVE	SE			BUFFALO	MN	55313	552 HALSE
AVE	SE			BUFFALO	MN	55313	489 HALSE
AVE	SE			BUFFALO	MN	55313	785 HALSE
AVE	SE			BUFFALO	MN	55313	693 HANSA
ST	SE			BUFFALO	MN	55313	7726 10TH
ST	SE			BUFFALO	MN	55313	7540 10TH
LN	N			PLYMOUTH	MN	55447	2010 QUEE
AVE	SE			BUFFALO	MN	55313	844 HANSA
ST	SE			BUFFALO	MN	55313	6807 3RD S
ST	SE			BUFFALO	MN	55313	7496 9TH S
ST	SE			BUFFALO	MN	55313	7476 9TH S
ST	SE			BUFFALO	MN	55313	7460 9TH S
ST	SE			BUFFALO	MN	55313	7442 9TH S
ST	SE			BUFFALO	MN	55313	7426 9TH S
ST	SE			BUFFALO	MN	55313	7412 9TH S
ST	SE			BUFFALO	MN	55313	7396 9TH S
ST	SE			BUFFALO	MN	55313	7376 9TH S
ST	SE			BUFFALO	MN	55313	7358 9TH S
ST	SE			BUFFALO	MN	55313	7342 9TH S
ST	SE			BUFFALO	MN	55313	7337 9TH S
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AVE	SE			BUFFALO	MN	55313	945 HAMIL
ST	SE			BUFFALO	MN	55313	7412 9TH S
AVE	SE			BUFFALO	MN	55313	68 GILLARI
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AVE	SE			BUFFALO	MN	55313	108 GILLAF
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AVE	SE			BUFFALO	MN	55313	138 GILLAF
DR		UNIT	113	MINNETONKA	MN	55343	5607 GREE
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DR				BUFFALO	MN	55313	700 SCHUE
AVE	SE			BUFFALO	MN	55313	234 GILLAF
		PO BOX	241	ROCKFORD	MN	55373	
ST	SE			BUFFALO	MN	55313	7078 6TH S
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ST	SE			BUFFALO	MN	55313	7124 6TH S
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AVE	SE			BUFFALO	MN	55313	606 HALSE
AVE	SE			BUFFALO	MN	55313	606 HALSE
DR				WAYZATA	MN	55391	2475 HOLY
AVE	SE			BUFFALO	MN	55313	656 HALSE
AVE	SE			BUFFALO	MN	55313	686 HALSE
AVE	SE			BUFFALO	MN	55313	710 HALSE
AVE	SE			DELANO	MN	55328	4567 ECKE
AVE	SE			BUFFALO	MN	55313	717 HANSA
AVE	SE			BUFFALO	MN	55313	735 HANSA
DR				MAPLE GROVE	MN	55311	16955 WEA
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AVE	SE			BUFFALO	MN	55313	818 HAMM
AVE	SE			BUFFALO	MN	55313	757 HAMM
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DR				SHAKOPEE	MN	55379	13482 STE
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ST	SE			BUFFALO	MN	55313	7781 8TH S

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CT	SE	BUFFALO	MN	55313	426 GILBEI

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RESOLUTION #25-88
BOARD OF WRIGHT COUNTY COMMISSIONERS

DATE ADOPTED:

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

RESOLUTION #25-88

Page 1 of 1

WHEREAS Wright County is a public entity within the State of Minnesota; and

WHEREAS, the City of St. Michael Joint Powers Board provided emergency sewer pressure line repair to Rockford Township on 9/12/2024. Payment was made to Burschville Construction, Inc, and Wright County was invoiced in 2025 for reimbursement.

WHEREAS, The County has received a request from the City of St. Michael to place a special assessment pursuant to the parcels attached to the sewer line near 7th Street in Rockford Township that benefited from the repair.

Owners: Parcel List attached. Located
in Rockford Township
near 7080 7th Street.

This conforms with the Minnesota Statute 429.061. Invoice total is $7,968.20. Special assessment of invoice reimbursement plus interest calculated at $159.36 (6 months at 4%) to be split equally amongst parcels within sewer district.

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

Roll Call Vote:

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

STATE OF MINNESOTA)
ss.
County of Wright)

I, Select Signer, duly appointed and qualified of the County of Wright, State of Minnesota, do hereby certify that I have compared the foregoing copy of this resolution with the original minutes of the proceedings of the Board of County Commissioners, Wright County, Minnesota, at their session held on Monday, March 03, 2025, now on file in my office, and have found the same to be a true and correct copy thereof.

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

Select Signer

Version 2

WRIGHT COUNTY
MINNESOTA

Agenda Item

Destination and Workflow

Meeting Type: *
Board Meeting

Requestor Name
LIndsey Meyer

Requestor Title
Auditor/Treasurer

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

Target Meeting Date *
12/16/2025 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
KAL5640

Item Details

Board Action Requested (this is what will appear on the Agenda) *
Adopt Resolution 25-87, to Certify Special Assessments for Delinquent Utility Accounts for the City of St. Michael after the Public Hearing

Short Title (what will appear on Agenda outline - 250 character max.) *
Adopt Resolution 25-87, to Certify Special Assessments for Delinquent Utility Accounts for the City of St. Michael after the Public Hearing

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

Briefly describe how the request aligns with the selected value stream.
The City of St. Michael has tasked Wright County to hold a Public Hearing on delinquent utility accounts and certify special assessments onto them. This follows procedures for MN Statute 429.061.

Describe the impact on staffing resources.
N/A

Fiscal Impact:
N/A

Background/Justification:
The City of St. Michael has tasked Wright County to hold a Public Hearing on delinquent utility accounts and certify special assessments onto them. This follows procedures for MN Statute 429.061. There are two parcels: 215-000-053211
489 Halsey Ave SE $756.89
215-031-001020 7182 9th Street SE $315.82
that are being asked for a resolution vote to certify a special assessment on their delinquent utility account for the City of 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. (3)

Document Name	Attachment Type
St. Michael Sewer Delinquent Public Hearing 12.16.15 Notice.pdf	Attachment
Rockford Township Final Sewer 11-28-25.pdf	Attachment
25-87 Special Assessment St. Michael - FLAT.pdf	Attachment

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision

Approved

Notes

County Administrator Review

County Administrator Decision

Notes

WRIGHT COUNTY BOARD OF COMMISSIONERS

PUBLIC HEARING NOTICE

ST. MICHAEL – DELINQUENT SEWER UTILITY CHARGES

NOTICE IS HEREBY GIVEN, that the Wright County Board of Commissioners (County Board), on December 16th, 2025, at 9:30 AM, will hold a public hearing regarding the certification for delinquent utility accounts in Rockford Township. This public hearing and discussion will take place in the Commissioners' Board Room at the Wright County Government Center, 3650 Braddock Avenue, NE, Buffalo, Minnesota 55313.

The City of St. Michael provides sewer services to some areas of Rockford and requires Wright County to hold a public hearing first before a special assessment can be certified pursuant to Minnesota State Statute 429.061.

Public Hearing: St. Michael – Delinquent Sewer Utility Charges

Area of Service: Delinquent utility parcels in Rockford Township

Proposed Purposes And Programs: To certify special assessments upon parcels where sewer utility accounts have become delinquent.

You have the following options available to submit public comments:

1.) Attend the public hearing and provide your comments during the public comment portion of the hearing. These comments will become part of the official record in this proceeding.

2.) Provide written comments by mail, email, or drop off prior to the hearing. All written comments must be submitted by December 5th, 2025, at 1:00pm to allow time for Finance & Taxpayer Services to review these prior to the public hearing. All written comments received by this deadline will be provided to the County Board prior to the public hearing and will be a part of the official record.

Lindsey Meyer
Wright County Finance Director, Auditor/Treasurer

City of St. Michael

Delinquent Sewer Utility Accounts
Special Assessments
Certified for 2026 Taxes

Project: **1142602**

Council approved:	Resolution 10-28-25-05
Annual interest rate:	18.00%
Interest start date:	October 28, 2025
First period through:	December 31, 2026
Length of assessment:	1 year

Property ID	Amount	Address
215-000-053211	$ 756.89	489 Halsey Ave SE
215-031-001020	$ 315.82	7182 9th Street SE
	$1,072.71	

2

RESOLUTION #25-87
BOARD OF WRIGHT COUNTY COMMISSIONERS

DATE ADOPTED:

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

RESOLUTION #25-87

WHEREAS Wright County is a public entity within the State of Minnesota; and

WHEREAS, the City of St. Michael Joint Powers Board provided sewer services to some areas of Rockford Township; and

WHEREAS, The County has received a request from the City of St. Michael to certify a special assessment for delinquent utility accounts for the following parcels under project number 1142602:

Parcel ID	Address	Amount $
215-000-053211	489 Halsey Ave SE	$756.89
215-031-001020	7182 9th Street SE	$315.82

This conforms with the Minnesota Statute 429.061. Resolution 10-28-25-05. Annual Interest rate: 18.00%. Interest start date: October 28, 2025. First period through: December 31, 2026. Length of Assessment: 1 year

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

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 *
12/16/2025 9:00 AM - Board of Wright County Commissioners

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

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

Originator
RJK8456

Item Details

Board Action Requested (this is what will appear on the Agenda) *
Adopt Resolution 25-81, to Commit Fund Balance for Unspent American Rescue Plan Funds, Parks Surcharge Funds, Bertram Parks Lease payment, and Buffer Grant Funds (Riparian AID) in Accordance with GASB Statement #54

Short Title (what will appear on Agenda outline - 250 character max.) *
Adopt Resolution 25-81, to Commit Fund Balance for Unspent American Rescue Plan Funds, Parks Surcharge Funds, Bertram Parks Lease payment, and Buffer Grant Funds (Riparian AID) in Accordance with GASB Statement #54

Value Stream the request primarily aligns with:
Optimize Civic Engagement

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

Describe the impact on staffing resources.
NA

Fiscal Impact:
Committed Funds need to be identified by resolution by December 31, 2025.

Background/Justification:
The commitment of funds is recommended by CliftonLarsonAllen for financial reporting purposes and in accordance with GASB Statement #54 .

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
25-81 Commit Fund Balance Resolution - FLAT.pdf	Attachment

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision
Approved

Notes

Finance Review

Finance Decision
Approved

Notes

County Administrator Review

County Administrator Decision

Notes

RESOLUTION #25-81
BOARD OF WRIGHT COUNTY COMMISSIONERS

DATE ADOPTED:
December 16, 2025

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

RESOLUTION #25-81

WHEREAS, the Governmental Accounting Standards Board ("GASB") has adopted Statement 54 ("GASB 54"), for governmental fund balance reporting and governmental fund type definitions that became effective in governmental fiscal years starting after June 15, 2010, and

WHEREAS, Wright County ("the County") elects to implement GASB 54 requirements, and to apply such requirements to its financial statements beginning with the December 31, 2011 fiscal year; and Continuing on into the future years including December 31, 2025.

NOW THEREFORE BE IT RESOLVED THAT Wright County hereby adopts the following policy:

FUND BALANCE POLICY

Fund balance measures the net financial resources available to finance expenditures of future periods.

The County's Unassigned General Fund Balance will be maintained to provide the County with sufficient working capital and a margin of safety to address local and regional emergencies without borrowing. The Unassigned General Balance may only be appropriated by resolution of the County Board.

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

Roll Call Vote:

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

STATE OF MINNESOTA)
ss.
County of Wright)

I, Select Signer, duly appointed and qualified of the County of Wright, State of Minnesota, do hereby certify that I have compared the foregoing copy of this resolution with the original minutes of the proceedings of the Board of County Commissioners, Wright County, Minnesota, at their session held on Monday, March 03, 2025, now on file in my office, and have found the same to be a true and correct copy thereof.

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

Select Signer

RESOLUTION #25-81

BOARD OF WRIGHT COUNTY COMMISSIONERS

DATE ADOPTED:
December 16, 2025

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

RESOLUTION #25-81

Fund Balance of the County may be committed for a specific source by formal action of the Wright County Board. Amendments or modifications of the committed fund balance must also be approved by formal action of the Wright County Board.

When it is appropriate for fund balance to be assigned, the Board delegates that authority to the County Finance Director.

In circumstances where an expenditure is to be made for a purpose for which amounts are available in multiple fund balance classifications, the order in which resources will be expended is as follows: restricted fund balance, followed by committed fund balance, assigned fund balance, and lastly, unassigned fund balance.

NOW THEREFORE BE IT RESOLVED that Wright County Board commits the following portions of its December 31, 2025,

BE IT RESOLVED that Wright County Board commits the unspent American Plan Rescue Funds plus any accrual for the American Plan Rescue Funds, Parks Surcharge Funds, Bertram Parks Lease payment, and Buffer Grant Funds (Riparian AID) in Accordance with GASB Statement #54.

AND BE IT RESOLVED that the County's financial goal is to have a sufficient balance in the operating fund with sufficient working capital and a margin of safety to address local and regional emergencies without borrowing. The County shall strive to maintain a yearly fund balance in the general operating fund, in which the total fund balance is 40 percent of the total operating expenditures and the Unassigned fund balance 20 percent of the total operating expenditures.

WRIGHT COUNTY
MINNESOTA

Agenda Item

Destination and Workflow

Meeting Type: *
Board Meeting

Requestor Name
Lindsey Meyer

Requestor Title
Auditor/Treasurer

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

Target Meeting Date *
12/16/2025 9:00 AM - Board of Wright County Commissioners

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

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

Time Required:
2 minutes

Originator
KAL5640

Item Details

Board Action Requested (this is what will appear on the Agenda) *
Schedule a Public Hearing on January 20th, 2026 for the Transferring of Property from Independent School District (ISD)# 885 to ISD# 882

Short Title (what will appear on Agenda outline - 250 character max.) *
Schedule a Public Hearing on January 20th, 2026 for the Transferring of Property from Independent School District (ISD)# 885 to ISD# 882

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.
Allows a small strip of landowners property to transfer into the Monticello School district so that all three parcels they own can be contained within ISD# 882 and potentially be combined together.

Describe the impact on staffing resources.
N/A

Fiscal Impact:
N/A

Background/Justification:
On 7/29/2025, the Holker's served a petition for detachment and annexation of land to the Wright County Auditor, which did not include the consent of the St. Michael-Albertville School District Board endorsement on the petition, as required by MN Statute 123A.45. On 11/17/2025 the St. Michael-Albertville School District Board voted to approve the land detachment from district# 885. Per statute 123A.45, this is the first step needed for the Order to transfer property to a different school. The next step is to schedule and hold a Public Hearing.

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
Approval Letter to Holker 11-17-2025.pdf	Attachment
Prelim Minutes 11-17-2025 - ISD 885.pdf	Attachment
Holker- Petition Maps.pdf	Attachment

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision

Approved

Notes

County Administrator Review

County Administrator Decision

Notes

ST. MICHAEL - ALBERTVILLE SCHOOLS
EXCELLENCE IS OUR TRADITION

November 17, 2025

Holker Family
7875 Fenning Ave NE
Monticello, MN 55362

STMA SCHOOL DISTRICT APPROVAL ON PETITION TO ANNEX LAND

Dear Holker Family,

Thank you for submitting your petition requesting the reclassification of your .56-acre parcel (Parcel ID: 213-000-301301) currently assigned to St. Michael-Albertville Schools.

This letter is to inform you that at its regular meeting on Monday, November 17, 2025, the St. Michael-Albertville School Board unanimously approved your request to reclassify the parcel to the Monticello School District for tax purposes. This action was taken following the public hearing held on November 3 and in accordance with Minnesota statutes governing land reclassification.

If you have any questions or need further information, please feel free to contact our office.

Respectfully,

Dr. Ann-Marie Foucault

Superintendent
St. Michael-Albertville Public Schools- ISD 885
11343 50th Street NE
Albertville, MN 55301
Phone: 763-497-3180
Email: annmarief@mystma.org

cc: Drew Scherber- STMA School Board Chairperson
Douglas Birk-Executive Director of Admin Services

ST. MICHAEL - ALBERTVILLE SCHOOLS
EXCELLENCE IS OUR TRADITION

PRELIMINARY MINUTES

Middle School West Boardroom (Door N)
Dr. Ann-Marie Foucault, Superintendent of Schools
Drew Scherber, Chair | Hollee Saville, Vice-Chairperson | Tim Lewis, Treasurer
Carol Steffens, Clerk | Taylor Klemmensen, Director | Travis Weber, Director

Regular Meeting 11-17-2025 6:00 pm

The St. Michael-Albertville School Board held a Regular Meeting in the Middle School West Boardroom (Door N) at 6:00 pm.
Board Members Present: T. Weber, C. Steffens, D. Scherber, T. Klemmensen, T. Lewis, H. Saville
Staff: Superintendent Dr. Foucault, Recording Secretary K. Hultberg, K. Crocker, J. Kelly, A. Merfeld, C. Lahr, D. Abernathy, D. Birk, A. Larkin

1. Call to Order
Board Chair Scherber called the meeting to order with the Pledge of Allegiance.

2. Approval of Agenda Items
Steffens/Weber. Motion to approve the Agenda as presented. Motion carried unanimously.

3. Student and Staff Recognition
A. MN School Board Association All-State Board Member Drew Scherber

4. Visitors
Persons not on the agenda wishing to address the board

5. Reports

6. Old Business

7. New Business
A. Action on Constituent Request for the Reclassification of Property

Lewis/Klemmensen. Motion to approve the Constituent Request for the Reclassification of Property as presented. Motion carried unanimously.

8. Consent Agenda
Saville/Steffens. Motion to approve the Consent Agenda as presented. Motion carried unanimously.

July 29, 2025

To Whom it may concern:

Christopher J and Connie A Holker, and Theodore T Holker of Monticello, Minnesota. Owners of the land described below, wish to petition for a school district change so the two parcels can be combined with our other adjoining parcel. (213000301400)

We purchased Parcels 213000301301 and 213000302201 in 2024. (See Beacon Map)

Property ID # 213000301301 was recently created by a surveyor and is only 0.56 of an acre. This parcel is currently in Saint Michael school District 0885. The size of this property is very small and can't be used for anything on its own. We ask that the school district be changed to Monticello School District 0882. This would allow the three properties to be changed into one property Identification number, therefore would be more usable. Doing this would streamline the property for tax purposes, as well as other possible advantages in the future.

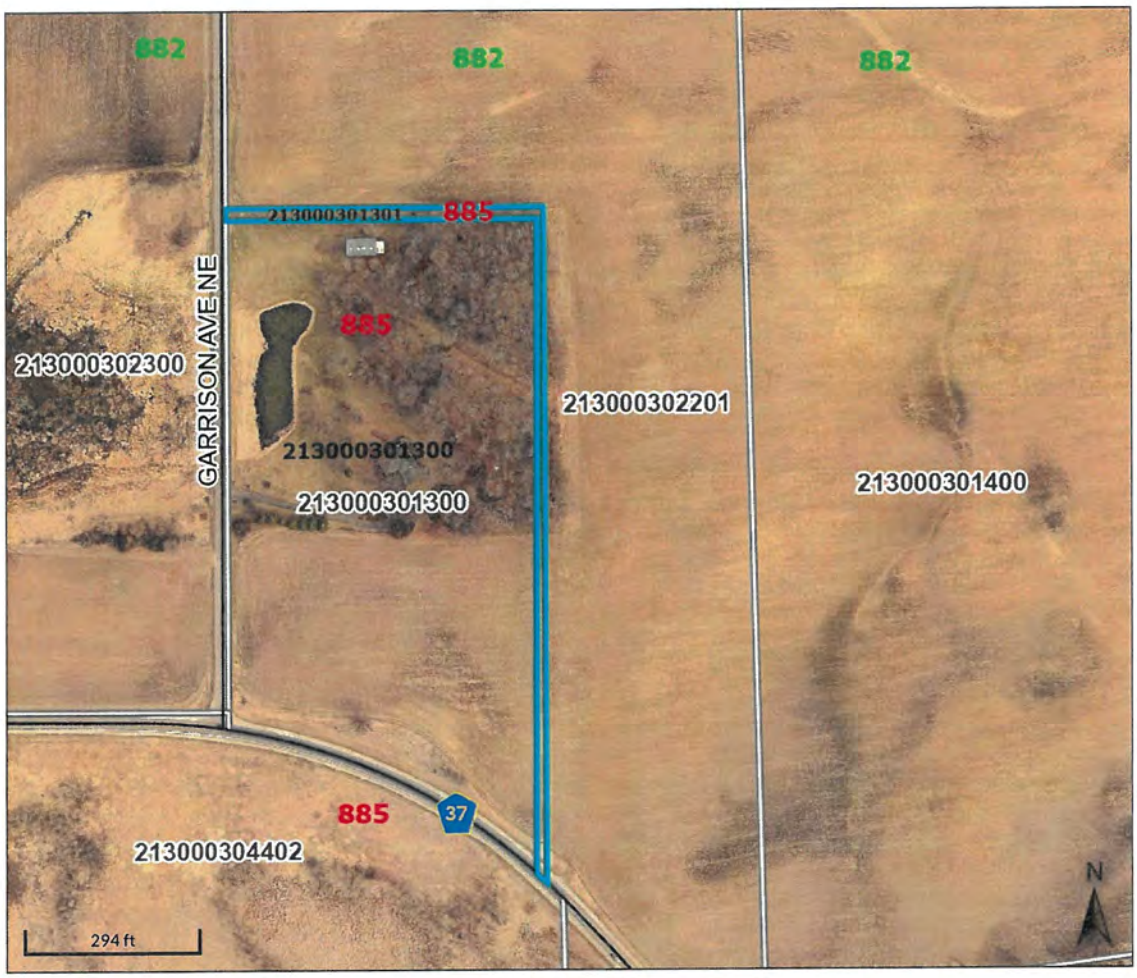
Thank You,

Christopher J Holker

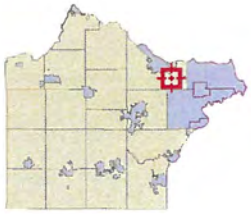
Theodore T Holker Jr.

Connie A Holker

Beacon™ Wright County, MN



Overview



Legend

Highways
- Interstate
- State Hwy
- US Hwy
- Roads

City/Township Limits
- c
- t

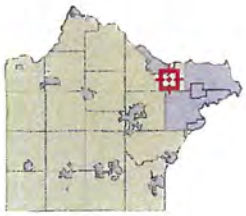
Parcels

Torrens

Parcel ID	213000301301	**Alternate ID**	(2903) TOWN OF MONTICELLO-0885	**Taxpayer Address**	7572 GARRISON AVE NE CHRISTOPHER J HOLKER & THEODORE T HOLKER JR
Sec/Twp/Rng	30-121-024	**Class**	101 - 2A/1B/4BB AGRICULTURAL		
Property Address	7572 GARRISON AVE NE MONTICELLO	**Acreage**	0.56 Acres		
District	5100 - AG UNIMP UP TO 10 AC				

Beacon™ Wright County, MN

Overview



Legend

Highways
- Interstate
- State Hwy
- US Hwy
- Roads

City/Township Limits
- c
- t

Parcels

Torrens

Parcel ID	213000301301	**Alternate ID**	(2903) TOWN OF MONTICELLO-0885	**Taxpayer Address**	7572 GARRISON AVE NE CHRISTOPHER J HOLKER & THEODORE T HOLKER JR
Sec/Twp/Rng	30-121-024	**Class**	101 - 2A/1B/4BB AGRICULTURAL		
Property Address	7572 GARRISON AVE NE MONTICELLO	**Acreage**	0.56 Acres		
District	5100 - AG UNIMP UP TO 10 AC				

No Delinquent Taxes
Transfer Entered
eCRV No. 1672545
Transfer Date: 07-31-2024
Deed Tax $6,270.00
Ag Fee $5.00
PID# 213-000-302300, 213-000-302200 DIV
Trinity Nathe, Land Records Administrator
By Deputy: AA/AML/KPA/DL/PT
NOTES:

DOCUMENT #: **A1558029**
07-31-2024 at 1:42 PM
Certified filed and or recorded on above date
TANYA WEST
WRIGHT COUNTY RECORDER
WRIGHT COUNTY, MN
Pages: **4** Fee Amount: **$96.00**
Return To: PREFERRED TITLE

Return to:
PREFERRED TITLE
225 WEST BROADWAY
MONTICELLO, MN 55362

This cover page has been added to this document by Wright County Recorder's Office
and is now an official part of this recorded document

(3)

(Top 3 inches reserved for recording data)

WARRANTY DEED
Individual(s) to Individual(s)

Minnesota Uniform Conveyancing Blanks
Form 10.1.1 (2016)

eCRV number: 1672545

DEED TAX DUE: $ 6,270.00

DATE: July 23, 2024

FOR VALUABLE CONSIDERATION, James A. Moores and Rebecca A. Romstad-Moores, husband and wife ("**Grantor**"), hereby conveys and warrants to Christopher J. Holker and Theodore T. Holker, Jr. ("**Grantee**"), as

☐ tenants in common,
☒ joint tenants,

real property in Wright County, Minnesota, legally described as follows:

See attached Exhibit A

Check here if all or part of the described real property is Registered (Torrens) ☐

Together with all hereditaments and appurtenances belonging thereto, subject to the follow exceptions:
Covenants, conditions, restrictions, reservations and easements of record, if any

Check applicable box:

- ☐ The Seller certifies that the Seller does not know of any wells on the described real property.
- ☒ A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number: 1082438)
- ☐ I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

Grantor

James A. Moores

Rebecca A. Romstad-Moores

Rebecca A. Romstad-Moores

State of Minnesota
County of Wright

This instrument was acknowledged before me on July 23, 2024 by, James A. Moores and Rebecca A. Romstad-Moores, husband and wife

(Stamp)

CINDY HEATON
NOTARY PUBLIC
MINNESOTA
My Commission Expires Jan. 31, 2025

Cindy Heaton

Title (and Rank): _____

My commission expires: _____

THIS INSTRUMENT WAS DRAFTED BY:

Preferred Title, Inc.
225 West Broadway
Monticello, MN 55362

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS INSTRUMENT SHOULD BE SENT TO:
Christopher J. Holker and Theodore T. Holker, Jr.
7875 Fenning Ave NE
Monticello MN 55362

Exhibit A

Parcel 1: The South Half of the Northwest Quarter of Section 30, Township 121, Range 24, Wright County, Minnesota.

Parcel 2: The North Half of the Northwest Quarter of Section 30, Township 121, Range 24, Wright County, Minnesota and those parts of the Southwest Quarter of the Northeast Quarter and of Government Lot 3, all in Section 30, Township 121, Range 24, Wright County, Minnesota described as follows Commencing at the Northeast Corner of said Section 30; thence South 00 degrees 04 minutes 46 seconds West along the east line of said Section 30, a distance of 1320.73 feet to the northeast corner of the South Half of said Northeast Quarter; thence South 89 degrees 59 minutes 10 seconds West along the north line of said South Half of the Northeast Quarter, a distance of 1766.06 feet to a point on said north line distant 470.25 feet west of the northeast corner of said Southwest Quarter of the Northeast Quarter; thence South 00 degrees 03 minutes 46 seconds West, a distance of 1894.04 feet to the most westerly corner of Lot "A" of Section 30 as shown on the recorded survey by E. R. McCord, dated July 17, 1877; thence South 16 degrees 36 minutes 35 seconds West along the southwesterly extension of the west line of said Lot "A", a distance of 214.50 feet to a point hereinafter referred to as "Point A" for the purpose of this description; thence return North 16 degrees 36 minutes 35 seconds East, a distance of 214.50 feet to said most westerly corner of Lot "A"; thence return North 00 degrees 03 minutes 46 seconds East, a distance of 1894.04 feet to said point on the north line of the South Half of the Northeast Quarter distant 470.25 feet west of said northeast corner of the Southwest Quarter of the Northeast Quarter, said point is also the point of beginning of the land being described; thence South 01 degrees 24 minutes 35 seconds East, a distance of 2136.00 feet to intersect a line bearing South 72 degrees 51 minutes 32 seconds East from said "Point A"; thence North 72 degrees 51 minutes 32 seconds West through said "Point A" along an old traveled roadbed, a distance of 340.83 feet; thence North 01 degrees 24 minutes 35 seconds West, a distance of 413.11 feet to the centerline of County State Aid Highway Number 37; thence northwesterly along said centerline to the west line of said Government Lot 3; thence North 00 degrees 13 minutes 39 seconds West along said west line of Government Lot 3 and west line of said Southwest Quarter of the Northeast Quarter, a distance of 1349.33 feet to the northwest corner of said Southwest Quarter of the Northeast Quarter; thence North 89 degrees 59 minutes 10 seconds East along the north line of said Southwest Quarter of the Northeast Quarter, a distance of 825.56 feet to the point of beginning.

LESS AND EXCEPT

Those parts of the Southwest Quarter of the Northeast Quarter and of Government Lot 3, all in Section 30, Township 121, Range 24, Wright County, Minnesota, described as follows: Commencing at the Northeast Corner of said Section 30; thence South 00 degrees 04 minutes 46 seconds West along the east line of said Section 30, a distance of 1320.73 feet to the northeast corner of the South Half of said Northeast Quarter; thence South 89 degrees 59 minutes 10 seconds West along the north line of said South Half of the Northeast Quarter, a distance of 2591.62 feet to the northwest corner of said Southwest Quarter of the Northeast Quarter; thence South 00 degrees 13 minutes 39 seconds East along the west line of said Southwest Quarter of the Northeast Quarter, a distance of 524.93 feet to the point of beginning of the land being described; thence North 89 degrees 46 minutes 32 seconds East; a distance of 499.61 feet; thence South 00 degrees 05 minutes 10 seconds West, a distance of 1058.70 feet to the centerline of County State Aid Highway Number 37; thence northwesterly along said centerline to the west line of said Government Lot 3; thence North 00 degrees 13 minutes 39 seconds West along said west line of Government Lot 3 and the west line of said Southwest Quarter of the Northeast Quarter, a distance of 824.40 feet to the point of beginning.

WRIGHT COUNTY
MINNESOTA

Agenda Item

Destination and Workflow

Meeting Type: *
Board Meeting

Requestor Name
Matt Detjen

Requestor Title
Ag Drainage & Natural Resources Supervisor

Department (please use dropdown to select department) *
PARKS & RECREATION

Target Meeting Date *
12/16/2025 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
MJD7571

Item Details

Board Action Requested (this is what will appear on the Agenda) *
Schedule a Public Hearing on the Redetermination of Benefits for County Ditch #7 and Judicial Ditch #1 Pursuant to Minn. Stat. 103E.351 Subd. 1(c)

Short Title (what will appear on Agenda outline - 250 character max.) *
Schedule a Public Hearing on the Redetermination of Benefits for County Ditch #7 and Judicial Ditch #1 Pursuant to Minn. Stat. 103E.351 Subd. 1(c)

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

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

Describe the impact on staffing resources.

Fiscal Impact:
This report would replace the existing Viewers Report, and would be the basis for any future assessments on these systems

Background/Justification:
A Redetermination of Benefits (ROB) was ordered on County Ditch #7 (City of Cokato) and Judicial Ditch #1 (Marysville Township) in 2019. These ROBs were ordered as a result of petition repairs request from landowners on these systems. Before these repairs were to be ordered, it was found through review that a ROB would first be needed to complete these repairs.

H2Over Viewers LLC, were appointed to complete these and recently submitted their report, commonly known as a Viewers Report, to the Drainage Authority. The next steps include hosting an informational meeting with all landowners to discuss these findings, a host a public hearing that is required before the report can be adopted.

Staff Recommendation

#1) Schedule the informational meeting for landowners on Country Ditch #7 and Judicial Ditch #1 for March 5th, 2026, at 3PM at the Wright County Government Center.
***Please note that Drainage Authority attendance is not required for this meeting, and public notice requirements must be met if 3 commissioners plan to attend.

#2) Schedule a public hearing on the Redetermination of Benefits for County Ditch #7 and Judicial Ditch #1 for April 28th, 2026 at 2PM in County Board Room at the Wright County Government Center.

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
CD 7 and JD 1 Map.pdf	Attachment

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision

Approved

Notes

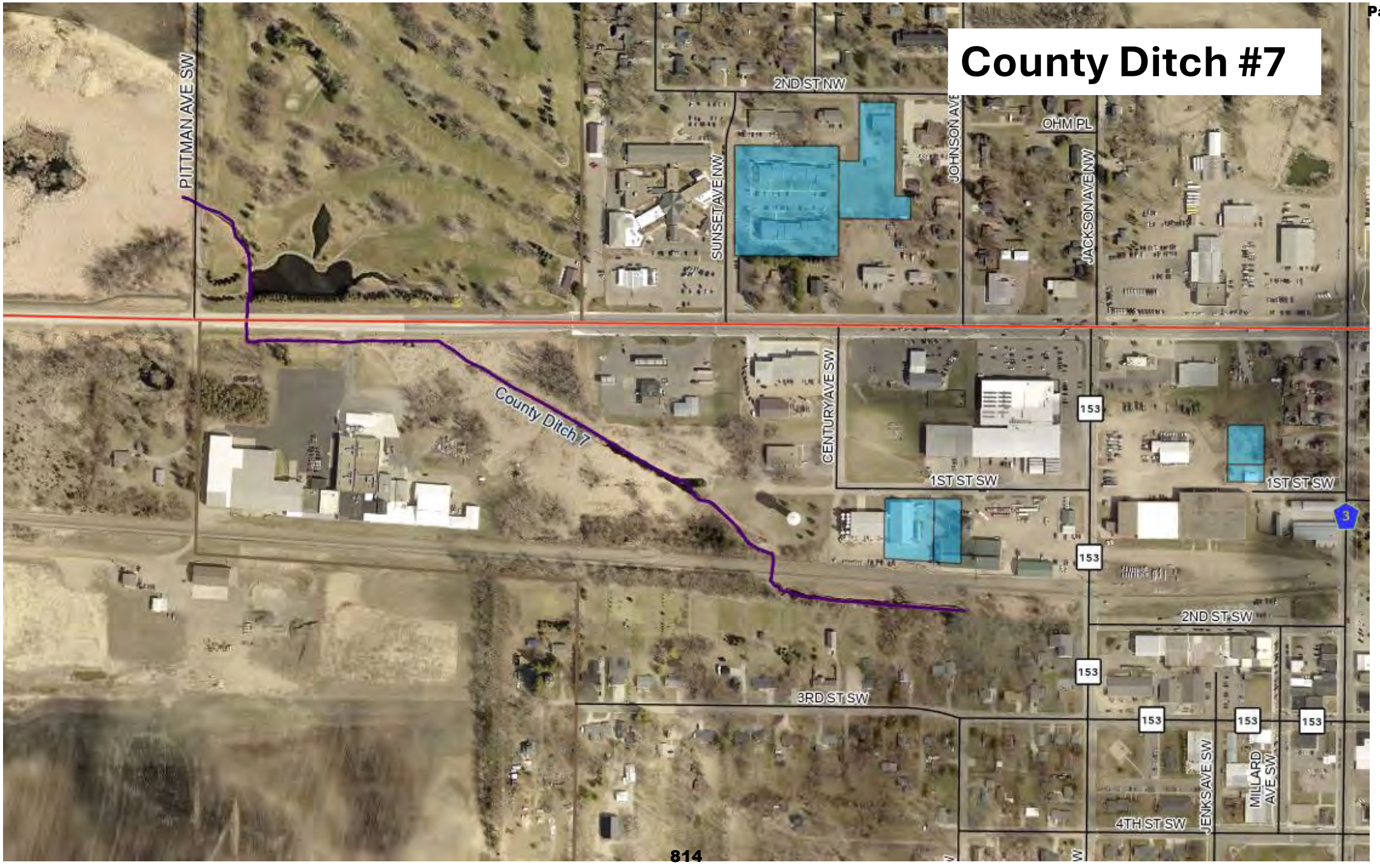
Moved to agenda

County Administrator Review

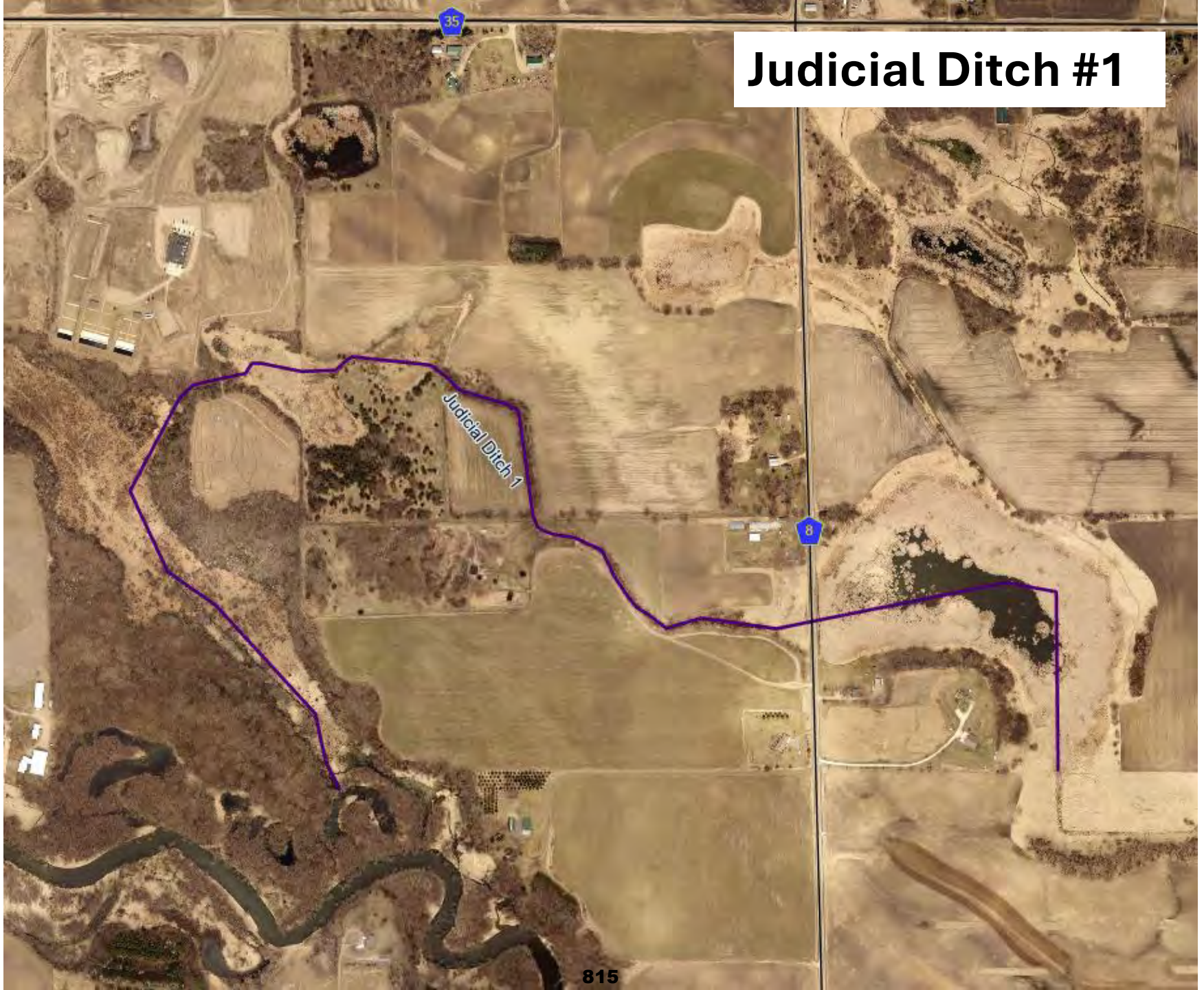
County Administrator Decision

Notes

County Ditch #7



Judicial Ditch #1



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 *
12/16/2025 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) *
Certify 2026 Property Tax Levy

Short Title (what will appear on Agenda outline - 250 character max.) *
Certify 2026 Property Tax Levy

Value Stream the request primarily aligns with:
Develop County Infrastructure

Briefly describe how the request aligns with the selected value stream.
Establish the 2026 budget & levy to fiscally support County operations.

Describe the impact on staffing resources.

Fiscal Impact:

Background/Justification:
Same justification for 2026 budget & levy.

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
CB Resolution_Final Property Tax Levy.pdf	Attachment

Item Properties (click to expand)

Item Created By (Real Name):
Brian M. Roth

Created By User's Email Address
Brian.Roth@wrightcountymn.gov

Item Created By (User Name):
BMR5794

Date Stored
12/09/2025

Document Handle
14256795

Current User's Name
UNITYSCHED

Current User's Real Name
Unity Scheduler Service Account

Current User's Email Address

Agenda Item Type: *
Agenda Item Form – RFBA

Agenda Item Type
AGENDA ITEM FORM – RFBA

Meeting View Type
0

Keywords

kw Meeting Type
Board Meeting

kw Meeting Date
12/16/2025

kw Agenda Item Caption
Certify 2026 Property Tax Levy

Agenda Item Key
15107

Ownership Group
AM-ADMIN

Agenda Unique ID
12/09/2025 02:55:27

Submitter Email Address
Brian.Roth@wrightcountymn.gov

Agenda Item Att Order
1

Changes Requested

RESOLUTION #25-82
BOARD OF WRIGHT COUNTY COMMISSIONERS

DATE ADOPTED:

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

RESOLUTION #25-82

CERTIFYING 2025 PROPERTY TAX LEVY

WHEREAS, the County of Wright, State of Minnesota, requires an Ad Valorem Property Tax to provide needed and necessary services to the citizens of Wright County; and

WHEREAS, the Wright County Board of Commissioners has reviewed budget requests from various divisions and agencies of the County and has made a determination of the Ad Valorem Property Tax required to support county operations for the Calendar Year 2026.

NOW, THEREFORE, BE IT RESOLVED by the Wright County Board of Commissioners that there by, and hereby is, levied upon the taxable property of the County of Wright the following sums for the respective purposes indicated herein for the calendar year commencing January 1, 2026, to wit

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

Roll Call Vote:

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

STATE OF MINNESOTA)
ss.
County of Wright)

I, Select Signer, duly appointed and qualified of the County of Wright, State of Minnesota, do hereby certify that I have compared the foregoing copy of this resolution with the original minutes of the proceedings of the Board of County Commissioners, Wright County, Minnesota, at their session held on Monday, March 03, 2025, now on file in my office, and have found the same to be a true and correct copy thereof.

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

Select Signer

RESOLUTION #25-82

BOARD OF WRIGHT COUNTY COMMISSIONERS

DATE ADOPTED:

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

RESOLUTION #25-82

GENERAL FUND	$ 67,441,876
ROAD AND BRIDGE	$ 7,905,030
HEALTH & HUMAN SERVICES	$ 17,640,545
DEBT SERVICE	$ 9,497,757
CAPITAL PROJECTS	$ 3,370,000
LAKE IMPROVEMENT DISTRICTS	$ 161,718
TOTAL LEVY	$ 106,016,926

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 *
12/16/2025 9:00 AM - Board of Wright County Commissioners

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

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

Time Required:

Originator
BMR5794

Item Details

Board Action Requested (this is what will appear on the Agenda) *
Adopt Resolution 25-83, Setting 2026 Budget

Short Title (what will appear on Agenda outline - 250 character max.) *
Adopt Resolution 25-83, Setting 2026 Budget

Value Stream the request primarily aligns with:
Develop County Infrastructure

Briefly describe how the request aligns with the selected value stream.
Establish the 2026 budget and levy to fiscally support County operations.

Describe the impact on staffing resources.

Fiscal Impact:

Background/Justification:
This action is the final step in the budget cycle. All counties in Minnesota are required to adopt a final budget and levy, which will then be submitted to the MN Department of Revenue. A public budget meeting was held at 6pm on 12/11 to receive comments regarding the budget, as required by statute. The resolutions reflect the 2026 budget.

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
25-83 2026 Budget Resolution - FLAT.pdf	Attachment

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision
Approved

Notes

Finance Review

Finance Decision
Approved

Notes

County Administrator Review

County Administrator Decision

Notes

RESOLUTION #25-83
BOARD OF WRIGHT COUNTY COMMISSIONERS

DATE ADOPTED:

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

RESOLUTION #25-83

Page 1 of 3

COUNTY BOARD ADOPTION OF THE 2026 BUDGET FOR WRIGHT COUNTY

WHEREAS the annual operating and capital budgets (the "Budget") for Wright County, which have been prepared by department heads and reviewed by the County Board of Commissioners, provided the basis for determining the allocation of available County resources and the property tax levy of Wright County necessary to fund the various functions of Wright County for the coming year; and

WHEREAS, the Wright County Board of Commissioners has established the property tax levy for Wright County which serves as a major funding source for County operations and capital projects; and

WHEREAS the budgets as reviewed and amended by the County Board of Commissioners are within all limits of the afore-referenced levy as prescribed by law; and

WHEREAS it is the stated purpose of the Budget to serve as a management tool for department heads and the County Board of Commissioners and sets the authorized expenditure limits for the 2026 budget year; and

WHEREAS the Budget fulfills the County Board's direction to "connect financial strategies to the County's short-term strategic goals and objectives"; and

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

Roll Call Vote:

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

STATE OF MINNESOTA)
ss.
County of Wright)

I, Select Signer, duly appointed and qualified of the County of Wright, State of Minnesota, do hereby certify that I have compared the foregoing copy of this resolution with the original minutes of the proceedings of the Board of County Commissioners, Wright County, Minnesota, at their session held on Monday, March 03, 2025, now on file in my office, and have found the same to be a true and correct copy thereof.

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

Select Signer

RESOLUTION #25-83

BOARD OF WRIGHT COUNTY COMMISSIONERS

DATE ADOPTED:

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

RESOLUTION #25-83

WHEREAS the revenue and expenditure budget totals by fund are set forth below:

2025 WRIGHT COUNTY BUDGETS

	Revenue	Expenditure
General Revenue Fund	$114,163,968	$114,163,968
Road and Bridge	$56,303,530	$56,303,530
Health & Human Services	$38,569,938	$38,569,938
Debt Service	$12,230,072	$12,230,072
Capital Project	$3,470,000	$3,470,000
Lake Improvement Districts	$161,718	$161,718

NOW, THEREFORE, BE IT RESOLVED by the Wright County Board of Commissioners that the 2026 Certified Levy be hereby adopted and placed in the Finance and Taxpayer Services' Office and the operating and capital budgets adopted and placed on file in the Wright County Administrator's Office.

BE IT FURTHER RESOLVED, individual Department Budgets cannot be exceeded in total.

BE IT FURTHER RESOLVED, any adjustments to the approved budget requested by originating departments, can be approved by the County Administrator after review for adequate transfer of existing budget or addition of new revenue sources.

BE IT FURTHER RESOLVED, capital expenditures that have been itemized in the 2026 budget when purchased must conform with State Statute 471.345 as amended. Any capital expenditure (object codes 6600's) greater than $5,000 not itemized in the budget must have prior County Board approval for purchase. Items classified as building improvements which are needed on an emergency basis may be purchased without prior Board approval, but subsequent Board ratification will be required.

BE IT FURTHER RESOLVED, all position changes which are itemized and approved in the 2026 budget will not be required to be brought before the County Board for prior approval to fill. All salary and benefit issues will be funded and accounted for on a full accrual basis in accordance with GAAP.

BE IT FURTHER RESOLVED, that the County Administrator is delegated the authority to fill newly created classifications or remove incumbents from existing classifications which are eliminated within this budget on a time frame within year 2026 as deemed appropriate by the Administrator.

BE IT FURTHER RESOLVED, the County Sheriff and County Attorney are authorized to expend funds from their respective contingency accounts for the purpose of travel to secure suspects, prisoners, or other individuals at odds with the justice system upon presentation of a properly executed claim form to the office of the County Administrator.

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 ##

BE IT FURTHER RESOLVED, the County Recorder is authorized to expend funds from their respective compliance and technology accounts for the purposes set forth in State Statute 357.18 as amended.

BE IT FURTHER RESOLVED, that the County Administrator is authorized at his discretion to expend County funds prior to the board approval for purchases within an approved budget line item to qualify for a cash discount from early payment.

BE IT FURTHER RESOLVED, the 2026 budget is adopted on a GAAP basis by fund at the function level for the General Fund and the Special Revenue funds; for the Capital Projects Funds the 2026 budget is adopted by the life of the project and remaining balances shall be carried over from the prior year for the Debt Service Fund according to bond commitments. Budget appropriations for operating funds can be extended to a subsequent year upon approval of the County Administrator.

BE IT FINALLY RESOLVED, that copies of this resolution and individual department budgets be forwarded to department heads of Wright County.

WRIGHT COUNTY
MINNESOTA

Agenda Item

Destination and Workflow

Meeting Type: *
Board Meeting

Requestor Name
Greg T. Kryzer

Requestor Title
County Administrator

Department (please use dropdown to select department) *
ADMINISTRATION

Target Meeting Date *
12/16/2025 9:00 AM - Board of Wright County Commissioners

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

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

Originator
GTK7344

Item Details

Board Action Requested (this is what will appear on the Agenda) *
Adopt Resolution 25-86, Setting Sheriff's Salary for 2026

Short Title (what will appear on Agenda outline - 250 character max.) *
Adopt Resolution 25-86, Setting Sheriff's Salary for 2026

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:
As discussed during the November 18, 2025 Committee of the Whole Meeting.

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
25-86 County Sheriff Salary Resolution - FLAT.pdf	Attachment

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision
Approved

Notes

County Administrator Review

County Administrator Decision

Notes

RESOLUTION #25-86
BOARD OF WRIGHT COUNTY COMMISSIONERS

DATE ADOPTED:

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

RESOLUTION #25-86

Page 1 of 1

WHEREAS, the Wright County Board of Commissioners has considered the experience, qualifications, performance, and responsibilities of duties of Sheriff Sean Deringer;

BE IT RESOLVED that his 2026 salary shall be $211.168.00

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 Tuesday, December 16, 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

WRIGHT COUNTY
MINNESOTA

Agenda Item

Destination and Workflow

Meeting Type: *
Board Meeting

Requestor Name
Greg T. Kryzer

Requestor Title
County Administrator

Department (please use dropdown to select department) *
ADMINISTRATION

Target Meeting Date *
12/16/2025 9:00 AM - Board of Wright County Commissioners

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

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

Originator
GTK7344

Item Details

Board Action Requested (this is what will appear on the Agenda) *
Adopt Resolution 25-85, Setting the County Attorney's Salary for 2026

Short Title (what will appear on Agenda outline - 250 character max.) *
Adopt Resolution 25-85, Setting the County Attorney's Salary for 2026

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:
As discussed at the November 18, 2025 Committee of the Whole Meeting

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
25-85 County Attorney Salary Resolution - FLAT.pdf	Attachment

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision
Approved

Notes

County Administrator Review

County Administrator Decision

Notes

RESOLUTION #25-85
BOARD OF WRIGHT COUNTY COMMISSIONERS

DATE ADOPTED:

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

RESOLUTION #25-85

Page 1 of 1

WHEREAS, the Wright County Board of Commissioners has considered the experience, qualifications, performance, and responsibilities of duties of County Attorney Brian Lutes;

BE IT RESOLVED that his 2026 salary shall be $221,500.00

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 Tuesday, December 16, 2025, now on file in my office, and have found the same to be a true and correct copy thereof.

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

Select Signer

RESOLUTION #25-84
BOARD OF WRIGHT COUNTY COMMISSIONERS

DATE ADOPTED:

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

RESOLUTION #25-84

WHEREAS, Minnesota Statutes § 375.055 authorizes county boards to set by resolution the salaries of county commissioners; and

WHEREAS, the County Board recognizes the need to establish salaries that fairly compensate commissioners for the time, responsibilities, and duties associated with their office; and

WHEREAS, the County Board has reviewed comparable compensation in other counties, the workload associated with commissioner duties, and the overall fiscal condition of the County;

NOW, THEREFORE, BE IT RESOLVED by the County Board of Commissioners of Wright County, Minnesota, that effective January 1, 2026, the annual salary for each County Commissioner shall be set at $71,813, this reflects no change in salary 2025; and

BE IT FURTHER RESOLVED, that the salary shall be paid in the same manner and at the same intervals as other County employees; and

BE IT FINALLY RESOLVED, that this resolution shall remain in effect until amended by subsequent resolution of the County Board.

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 Wednesday, September 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

WRIGHT COUNTY
MINNESOTA

Agenda Item

Destination and Workflow

Meeting Type: *
Board Meeting

Requestor Name
Greg T. Kryzer

Requestor Title
County Administrator

Department (please use dropdown to select department) *
ADMINISTRATION

Target Meeting Date *
12/16/2025 9:00 AM - Board of Wright County Commissioners

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

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

Originator
GTK7344

Item Details

Board Action Requested (this is what will appear on the Agenda) *
Adopt Resolution 25-84, Setting the County Board's Salary for 2026

Short Title (what will appear on Agenda outline - 250 character max.) *
Adopt Resolution 25-84, Setting the County Board's Salary for 2026

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
25-84 County Board Salary Resolution - FLAT.pdf	Attachment

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
Darek Vetsch

Requestor Title
County Commissioner

Department (please use dropdown to select department) *
ADMINISTRATION

Target Meeting Date *
12/16/2025 9:00 AM - Board of Wright County Commissioners

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

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

Originator
GTK7344

Item Details

Board Action Requested (this is what will appear on the Agenda) *
Schedule Closed Session for Annual Performance Review of the County Administrator

Short Title (what will appear on Agenda outline - 250 character max.) *
Schedule Closed Session for Annual Performance Review of the County Administrator

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:
The Commissioners will schedule a closed session pursuant to Minnesota Statute 13D.05 for the purpose of evaluating the performance of an individual subject to the Board's authority.

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
Greg Kryzer

Requestor Title
County Administrator

Department (please use dropdown to select department) *
ADMINISTRATION

Target Meeting Date *
12/16/2025 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 and Adopt Recommendations from the Ways & Means Committee Meeting (11-18-2025)

Short Title (what will appear on Agenda outline - 250 character max.) *
Approve Minutes and Adopt Recommendations from the Ways & Means Committee Meeting (11-18-2025)

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
Ways Means Committee Nov. 18 2025.docx	Attachment

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision
Approved

Notes

County Administrator Review

County Administrator Decision

Notes

COMMITTEE MEETING MINUTES

WAYS & MEANS COMMITTEE

November 18, 2025

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

DATE APPROVED: [DATE]

Members Present: **Jeanne Holland, Greg Kryzer, Nadine Schoen**

Others Present: **Clay Wilfahrt**

THESE MINUTES ARE IN DRAFT FORMAT AND REQUIRE APPROVAL BY THE COUNTY BOARD

I. MINNESOTA FAMILY INVESTMENT PROGRAM CONTRACT REQUEST FOR PROPOSAL

Assistant County Administrator Clay Wilfahrt said the Request for Proposal (RFP) to provide Employment Services for the Minnesota Family Investment Program (MFIP) received two qualified responses – one from Avivo and the other from Central Minnesota Jobs & Training Service (CMJTS). A third RFP was submitted, but it exceeded the budget allocation amount and was eliminated. Wilfahrt said the county has been working with Avivo since early 2024, adding that counties historically have used a third-party provider for MFIP services. One of the requirements of administering the MFIP program is to quantify the "stay rate" – those in the program who found jobs and have remained there for more than 180 days.

Wilfahrt said the county switched to Avivo in 2024 because CMJTS did not have the ability to meet all the MFIP program requirements. The two proposals were essentially equal in the scoring method used, but the proposed recommendation was to stay with Avivo, which has documented a stay rate of more than 98 percent.

Commissioner Jeanne Holland said Avivo employees have transitioned to a four-day work week, which is not fair to an organization like CMJTS that has a five-day work week. County Administrator Greg Kryzer said that Avivo is meeting the demands of its contract without a reduction in service. Wilfahrt said Avivo's contract proposal was slightly higher than CMJTS, but the vast majority of the money from the contract is reimbursed by the state. Wilfahrt said a key factor in the recommendation is that CMJTS does not have prolonged data – once a client lands a job, the work of CMJTS is essentially done and it does not currently use tracking data for employment duration. Wilfahrt added that the county is surpassing the stay rate that will qualify the county for a 2.5 percent bonus of its consolidated funds if it continues to exceed the expected performance range in the Self Support Index.

Kryzer said that changes are underway at CMJTS that will improve its performance data and the hope is that those improvements will make CMJTS more competitive to handle the workload if the county decides to return to CMJTS at some point in the future.

RECOMMENDATION: The committee majority recommends entering into a contract with Avivo to provide Employment Services for MFIP administration.

Meeting adjourned at 12:15 p.m.
Minutes submitted by Communications Specialist John Holler

DRAFT

WRIGHT COUNTY
MINNESOTA

Agenda Item

Destination and Workflow

Meeting Type: *
Board Meeting

Requestor Name
Greg Kryzer

Requestor Title
County Administrator

Department (please use dropdown to select department) *
ADMINISTRATION

Target Meeting Date *
12/16/2025 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 and Adopt Recommendations from the Personnel Committee Meeting (12-1-2025)

Short Title (what will appear on Agenda outline - 250 character max.) *
Approve Minutes and Adopt Recommendations from the Personnel Committee Meeting (12-1-2025)

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
Personnel Committee minutes 12.1.25 UPDATED.docx	Attachment

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision
Approved

Notes

County Administrator Review

County Administrator Decision

Notes

COMMITTEE MEETING MINUTES

PERSONNEL COMMITTEE

December 1, 2025

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

DATE APPROVED: [DATE]

Members Present: **Jeanne Holland, Schawn Johnson, Greg Kryzer, Nadine Schoen**

Others Present: **Marc Mattice, Lindsey Meyer, Lori Pawelk, Clay Wilfahrt**

THESE MINUTES ARE IN DRAFT FORMAT AND REQUIRE APPROVAL BY THE COUNTY BOARD

I. CHANGES TO THE COUNTY PERSONNEL POLICY MANUAL

Human Resources Director Schawn Johnson reviewed several changes to the county's Personnel Policy Manual, effective Jan. 1, 2026. Johnson walked the committee through the changes.

Section 302: Holidays – Language was added that employees will be able to use their floating holiday pay in two-, four- or eight-hour increments. Full-time employees hired after Nov. 1, 2025 and before the start of the year will receive six hours of floating holiday pay – an increase from four hours.
Section 307: Employee Recognition – There will be an increase in the gift card amounts for employees upon their 10-, 20- and 30-year anniversaries of employment. The traditional coffee mugs stamped with years of service will be replaced with the choice of a water bottle or an insulated coffee container.
Section 308: PTO Donation – With the Minnesota Paid Leave Act (MPLA) taking effect Jan. 1, 2026, it replaces the county's policy for Paid Time Off (PTO) donation from one employee to another. It was recommended that this entire section be removed from the Personnel Policy Manual.
Section 503: Break and Meal Periods – A new law states that employees must be given a 15-minute break for every four hours worked. Johnson said this won't be a significant change because the county already allows for that, but it needed to be more clearly defined in the Personnel Policy Manual. The language also states any employee working six consecutive hours is entitled to a 30-minute meal break. The county labor attorney is reviewing this and should have an opinion rendered before the next county board meeting.
Section 507: Compensatory Time – The current policy allows up to 48 hours a year of compensatory pay. Due to new union contracts, that total will be increased to 60 hours. All comp time must be used by the final pay period of the calendar year.
Section 601: Family Medical Leave – With the Minnesota Parental Leave Act becoming law, county employees on the Family Medical Leave Act (FMLA) will have FMLA payments running concurrently with the MPLA.
Section 602: Personal Medical Leave – Language will be inserted to incorporate the MPLA statute. Employees would have to exhaust their existing PTO to qualify for medical leave. Employees are not required to use accrued leave if they are on MPLA. Johnson added that there could be additional changes at the state level that the county commissioners need to be aware of and that Human Resources is prepared to incorporate any potential changes. Employees will be responsible for paying their portion of health insurance while away from work.
Section 612: Paid Parental Leave – The current policy includes four weeks of full pay for employees who are out of work after having a baby. The new language will clarify that the county will supplement the difference between what employees receive through the MPLA and their wages for four weeks. Beyond a four-week absence, employees would have to use PTO to supplement what they're receiving through MPLA.
Section 901: Foot Protection Policy – Johnson stated there are new industry standards regarding footwear that need to be addressed in the Personnel Policy Manual.

DRAFT

RECOMMENDATION: It was the consensus of the committee to bring forward all of the proposed changes to the Personnel Policy Manual to the Dec. 16 County Board meeting.

The meeting adjourned at 9:26 a.m.
Minutes submitted by Communications Specialist John Holler

DRAFT

WRIGHT COUNTY
MINNESOTA

Agenda Item

Destination and Workflow

Meeting Type: *
Board Meeting

Requestor Name
Greg Kryzer

Requestor Title
County Administrator

Department (please use dropdown to select department) *
ADMINISTRATION

Target Meeting Date *
12/16/2025 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 and Adopt Recommendations from the Ways & Means Committee Meeting (12-1-2025)

Short Title (what will appear on Agenda outline - 250 character max.) *
Approve Minutes and Adopt Recommendations from the Ways & Means Committee Meeting (12-1-2025)

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
12.1.2025 Ways & Means Committee Recommendations.docx	Attachment

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision
Approved

Notes

County Administrator Review

County Administrator Decision

Notes

MEETING RECOMMENDATIONS

WAYS AND MEANS COMMITTEE

DECEMBER 1, 2025

DATE APPROVED:

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

Members Present: **Jeanne Holland, Greg Kryzer, Nadine Schoen**

Others Present: **Chad Hausmann, Nate Helgeson, Greg Kryzer, Marc Mattice, Lindsey Meyer, Clay Wilfahrt**

NOTE: The committee meeting was held Monday, Dec. 1 and convened until Thursday, Dec. 4 to gather more information before making a committee recommendation.

I. RESIDENT BRUSH CHIPPING ROI AND PARTNERSHIPS

Assistant County Administrator Marc Mattice said a draft Memorandum of Understanding (MOU) was sent out to Wright County cities for the use of a county-owned residential brush chipper and excavator. Mattice received signed MOUs from Otsego/Albertville, Cokato, Howard Lake, St. Michael/Hanover, Monticello, Annandale, Delano and Montrose. The total annual revenue that would be generated from these MOUs was $143,800, with a projected annual expense of $165,486. Mattice said the goal would be to reach a break-even cost, which is currently about $20,000 short. He said he could seek out additional revenue sources to bring the revenue and expenses closer to the same figure, which would include sending draft MOUs out to townships that may be interested.

Commissioner Jeanne Holland asked if Highway Department staff would be doing the work. Highway Maintenance Supervisor Nate Helgeson explained how the Highway Department conducts brush and wood chipping for the Household Hazardous Waste facility. Currently the schedule for the use of the chipper and excavator would be 70 working days in 2026. There were questions as to whether the price for the chipper and excavator would increase if the county waited a year to purchase them. It was suggested the increase would likely be 5 percent above the price that has been quoted ($1.23 million). Highway Engineer Chad Hausmann said there is more flexibility to use staff to perform the work in the summer and fall months than in the winter. County Administrator Greg Kryzer suggested holding off on the equipment purchase until there was more clarity on how many cities and townships will participate.

RECOMMENDATION: Convene the meeting until Mattice could contact townships and reach out to the cities that have yet to participate. Mattice was also directed to look into the return on investment figures to determine if a revenue adjustment is needed.

The meeting convened at 9:52 a.m.

The meeting reconvened at 11 a.m. Thursday, Dec. 4.

Mattice said he found ways to reduce the expenses in some of the line items. He added that Corinna Township expressed interest in joining but can't immediately sign a MOU. Mattice said the City of Clearwater will not be participating because it does its own brush collection. The City of Buffalo said it would not join in until it could gauge the success of the program. Mattice did not hear back

from the Cities of Maple Lake or Rockford. Commissioner Nadine Schoen expressed concern about jurisdictions joining late because the time and resources being allocated are based upon those who have signed the MOU. It was decided that any MOUs not received by the end of 2025 would be reviewed by the county board on an individual basis to see if they can be accommodated in the 2026 work schedule.

Mattice suggested reaching out to the jurisdictions that have signed on to consider extending the length of the MOU from five years to 10 years and cap the hourly fee for equipment use from $450 to $500 an hour to allow revenues to match expenditures. Holland said given the participation in the project from cities and townships, this will be beneficial program that will have a positive impact. She added that given the number of infected trees due to Emerald Ash Borer, the usage of this equipment will only increase and further help defray the initial costs.

RECOMMENDATION: Authorize the purchase of residential brush chipping equipment out of the General Fund reserves and authorize Administration to sign required purchase agreement documents. Mattice was directed to communicate back to the partners the status of the project and to work on price options with vendors.

The meeting adjourned at 11:12 a.m.
Minutes submitted by Communications Specialist John Holler