BOARD AGENDA
BOARD OF WRIGHT COUNTY COMMISSIONERS
Tuesday, March 17, 2026

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. GENE JANIKULA DAY

A. Adopt Resolution 26-21, Proclaiming March 17, 2026 as Gene Janikula Day

III. EMPLOYEE SERVICE RECOGNITION

A. 2026 Quarter One Years of Service Recognition

B. 2026 Wright County Employee of the Year

C. 2026 Wright County Group of the Year

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

A. Approve Minutes County Board Meeting (03-03-2026)

V. REVIEW & APPROVAL OF AGENDA

VI. CONSENT AGENDA

A. ADMINISTRATION

1. Approve Gambling Application, Form LG220, 3 of a Kind, Gambling Premises: Silver Bullet Saddle Club, 17363 County Rd 7 NW, Clearwater, MN 55320 (Clearwater Township), Date of Activity: 07-18-2026

B. FINANCE & TAXPAYER SERVICES

1. Approve Budget Amendment 21, Montissippi Park

2. Acknowledge Warrant Disbursements Issued from February 23 through March 8, 2026

C. HIGHWAY

1. Award Contract No. 26-01, for the 2026 Pavement Preservation Contract, to Knife River Corporation of Sauk Rapids, MN

2. Award Contract No. 26-02, for the 2026 Seal Coat Contract to Allied Blacktop Company of Maple Grove, MN

3. Award Contract 26-03 for the 2026 Pavement Markings to Sir Lines A lot, Edina, MN

4. Award Contract 26-04 for the 2026 Maltene Based Restorative Seal Project to Corrective Asphalt Materials, LLC.

D. HUMAN RESOURCES

1. Appoint Laureen Bodin to a Three Year Term on the Wright County Personnel Board of Appeals effective July 1, 2026, through June 30, 2029

2. Authorize Signatures on the 2026-2028 Collective Bargaining Agreement and Memorandum of Agreements with the Teamsters-Sheriff Essential Supervisory Unit

VII. TIMED AGENDA ITEMS

A. 9:30 AM - PUBLIC HEARING - 2026 FEES FOR SERVICE SCHEDULE CHANGES

1. PUBLIC HEARING - 2026 Fees for Service Schedule Changes

B. 9:35 AM - MARC MATTICE - ASSISTANT COUNTY ADMINISTRATOR

1. Approve Wright County 2026 Fees for Service Changes

C. 9:40 AM - ROSS DEMANT - PARKS & RECREATION DIRECTOR

1. Award Contract Including Alternates To Custom Builders Inc. for Montissippi County Park Improvements

D. 9:45 AM - BARRY RHINEBERGER - PLANNING & ZONING ADMINISTRATOR

1. Adopt the Notice and Order for Denial of Application for Rezoning, with Findings, of Approximately 11.63 Acres (PID 208-200-362105) from Agricultural/Residential (AR) to Suburban Residential (a) (R2a)

E. 9:50 AM - CHAD HAUSMANN - HIGHWAY ENGINEER

1. Adopt Resolution 26-22, to Enter into Minnesota Department of Transportation Contract #1062556

2. Adopt Resolution 26-23, to Enter into Agency Agreement 1062288 for Exchange of State Funds for Federal Funds

3. Adopt Resolution 26-24, Approving Trunk Highway 25 Detour Agreement with MnDOT

4. Adopt Resolution 26-25, Approving Trunk Highway 24 Detour Agreement with MnDOT

5. Authorize Signatures on Memorandum of Understanding Between Met Council and Wright County

VIII. ITEMS FOR CONSIDERATION

A. ADMINISTRATION

1. Schedule a Committee of the Whole for 11:00 a.m. April 7, 2026

2. Adopt Resolution 26-26, of Final Acceptance for Contract 2404 and Final Payment to Structural Specialties, Inc. in the Amount of $70,370.78

IX. ADJOURNMENT

X. 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 *
3/17/2026 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) *
Adopt Resolution 26-21, Proclaiming March 17, 2026 as Gene Janikula Day

Short Title (what will appear on Agenda outline - 250 character max.) *
Adopt Resolution 26-21, Proclaiming March 17, 2026 as Gene Janikula Day

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
26-21 Janikula Day Resolution - FLAT.pdf	Attachment

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision
Approved

Notes

County Administrator Review

County Administrator Decision

Notes

RESOLUTION #26-21
BOARD OF WRIGHT COUNTY COMMISSIONERS

DATE ADOPTED:
March 17, 2026

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

RESOLUTION #26-21

WRIGHT COUNTY, MINNESOTA
RESOLUTION DECLARING MARCH 17, 2026 AS "GENE JANIKULA DAY" IN WRIGHT COUNTY

WHEREAS, Gene Janikula has dedicated an extraordinary 61 years to public service to the citizens of Woodland Township in Wright County, Minnesota, demonstrating an unparalleled commitment to his community and fellow citizens; and

WHEREAS, Gene Janikula was first elected to the Woodland Township Board as Constable on March 9, 1965, beginning a lifetime of dedicated elected service to the residents of Woodland Township; and

WHEREAS, on March 25, 1970, Gene Janikula was appointed as Township Treasurer to fill a vacant term, and subsequently was elected to that position every two years for 38 years, serving with distinction as Treasurer until 2008; and

WHEREAS, in 2008, after decades of service as Treasurer, Gene Janikula was elected Township Supervisor, where he continued to serve the community with diligence and integrity; 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 #26-21

BOARD OF WRIGHT COUNTY COMMISSIONERS

DATE ADOPTED:
March 17, 2026

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

RESOLUTION #26-21

WHEREAS, Gene Janikula completed six terms as Township Supervisor, totaling 18 additional years of leadership and public service; and

WHEREAS, throughout his 61 years in service to Woodland Township, Gene Janikula has been an active and respected participant in the Wright County Township Officers organization, contributing to the strength and cooperation of township government throughout the county; and

WHEREAS, Gene Janikula's extraordinary longevity in public service reflects a lifetime commitment to civic responsibility, community leadership, and the well-being of the residents of Woodland Township and Wright County;

NOW, THEREFORE, BE IT RESOLVED that the Wright County Board of Commissioners hereby proclaims March 17, 2026, as “Gene Janikula Day” in Wright County, Minnesota, in recognition of his 61 years of dedicated public service and with sincere appreciation for his lasting contributions to local government and the citizens he has served.

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 *
3/17/2026 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) *
2026 Quarter One Years of Service Recognition

Short Title (what will appear on Agenda outline - 250 character max.) *
2026 Quarter One 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

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Document Name	Attachment Type
Q1 2026 Years of Service Flyer (3).pdf	Attachment

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision
Approved

Notes

County Administrator Review

County Administrator Decision

Notes

Employee Recognition Ceremony

March 17, 2026

Wright County, Minnesota

2025 Employee of the Year & Group of the Year

Employee Recognition Committee Members:

Marc Mattice, Tanya West, Bryan Palmer, Delia Scepaniak,
Jacob Wagaman, Casey Badeaux, Kimberly Johnson,
Melissa Muehring-Paulson, Drew Scherber, Matt Detjen, Jessi Miller

Employee of the Year

Daniel Christian, Fraud Investigator

Health and Human Services

Group of the Year

Parks and Recreation

Ross Demant, Tarah Huston, Bradley Harrington, Josh Wilson, Jared Otto, Taylor Osterberg, Joshua Thompson, Carson Law, Don Mingo, Delia Scepaniak, Merissa Johnson, Chase Kotilinek, Cody Lehn, Max Welter, Jeff Putnam, Chad Hadley, Tom Fedor, Kurt Eich, Matt Detjen, Brad Weege, Austin Brandjord



Employee Recognition
Years of Service (Jan 1 - March 31)

35 Years

Michael Silbernagel

30 Years

Joseph Backes

25 Years

Jeremy Wirkkula
Matthew Treichler
Amy Hertzog
Janelle Webb
Lori Achman
Sherry Ovall

20 Years

Noami Blomberg
Shawne Lindenfelser
Mark Olson
Shane Simonds
Jacob Scheierl
Sarah Denzer

15 Years

Kevin Shrode
Kristine Hamm

10 Years

Kelley Evangelist
Kolja Sommer
Andrew Lundeen
Shawn Olson
Rachel Halverson
Daniel Heikkinen
Rebecca Marketon
Brooke Nohner
Rachelle Joriman
Heather Craig
Patricia Larson
Tiffany McAlpine
Angela Young

5 Years

Dilan Groenke
Ashley Liestman
Jack Jonas
Lindsey Meyer
Zachary Kuphal
Stephen Mize
Joel Miller
Jonathan Bosshart
David Grimstad
Michael Nordin
Matthew Christiaansen
Elizabeth Karels
Katrina Segner
Tyler Webster
Peter Manz

WRIGHT COUNTY
MINNESOTA

Agenda Item

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Board Meeting

Requestor Name
Greg Kryzer

Requestor Title
County Administrator

Department (please use dropdown to select department) *
ADMINISTRATION

Target Meeting Date *
3/17/2026 9:00 AM - Board of Wright County Commissioners

Agenda Item Type
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Originator
BTP5489

Item Details

Board Action Requested (this is what will appear on the Agenda) *
2026 Wright County Employee of the Year

Short Title (what will appear on Agenda outline - 250 character max.) *
2026 Wright County Employee of the Year

Value Stream the request primarily aligns with:

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

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Background/Justification:

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Assistant County Administrator Review

Assistant County Administrator Decision

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County Administrator Review

County Administrator Decision

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Daniel Christian, Fraud Investigator

Health and Human Services

Group of the Year

Parks and Recreation

Ross Demant, Tarah Huston, Bradley Harrington, Josh Wilson, Jared Otto, Taylor Osterberg, Joshua Thompson, Carson Law, Don Mingo, Delia Scepaniak, Merissa Johnson, Chase Kotilinek, Cody Lehn, Max Welter, Jeff Putnam, Chad Hadley, Tom Fedor, Kurt Eich, Matt Detjen, Brad Weege, Austin Brandjord



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Years of Service (Jan 1 - March 31)

35 Years

Michael Silbernagel

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25 Years

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Matthew Treichler
Amy Hertzog
Janelle Webb
Lori Achman
Sherry Ovall

20 Years

Noami Blomberg
Shawne Lindenfelser
Mark Olson
Shane Simonds
Jacob Scheierl
Sarah Denzer

15 Years

Kevin Shrode
Kristine Hamm

10 Years

Kelley Evangelist
Kolja Sommer
Andrew Lundeen
Shawn Olson
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Daniel Heikkinen
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5 Years

Dilan Groenke
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Lindsey Meyer
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Jonathan Bosshart
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WRIGHT COUNTY
MINNESOTA

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Requestor Title
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2026 Group of the Year

Short Title (what will appear on Agenda outline - 250 character max.) *
2026 Group of the Year

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10 Years

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Rachelle Joriman
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5 Years

Dilan Groenke
Ashley Liestman
Jack Jonas
Lindsey Meyer
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WRIGHT COUNTY
MINNESOTA

Agenda Item

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Requestor Title
County Administrator

Department (please use dropdown to select department) *
ADMINISTRATION

Target Meeting Date *
3/17/2026 9:00 AM - Board of Wright County Commissioners

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(•) Consent Agenda ( ) Timed Agenda
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Originator
BTP5489

Item Details

Board Action Requested (this is what will appear on the Agenda) *
Approve Minutes County Board Meeting (03-03-2026)

Short Title (what will appear on Agenda outline - 250 character max.) *
Approve Minutes County Board Meeting (03-03-2026)

Value Stream the request primarily aligns with:

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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
3-3-2026 County Board Meeting Minutes.docx	Attachment

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision
Approved

Notes

County Administrator Review

County Administrator Decision

Notes

BOARD MINUTES

BOARD OF WRIGHT COUNTY COMMISSIONERS

Tuesday, March 3, 2026

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, Vetsch, Schoen, and Moynagh present.

Present were the following:

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

PLEDGE OF ALLEGIANCE

At 9:00 a.m. Chair Darek Vetsch called meeting to order.

MINUTES - DISPENSE WITH READING, APPROVE AS WRITTEN/REVISED

A. Approve Minutes County Board Meeting (02-17-2026)

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

Motion by Commissioner Tina Diedrick and seconded by Commissioner Kirby Moynagh

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

REVIEW & APPROVAL OF AGENDA

At 9:01 a.m. Vetsch requested a motion to approve the agenda.

Motion by Commissioner Nadine Schoen and seconded by Moynagh

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

CONSENT AGENDA

At 9:01 a.m. Vetsch requested a motion to approve the consent agenda

Motion by Schoen and seconded by Moynagh

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

A. ADMINISTRATION

1. **Approve Gambling Application, Form LG 220, Delano Shooting Sports Inc., Gambling Premises: Delano Sportsmen's Club, 5836 65th St. SE, Delano, MN 55328 (Franklin Township), Date of Activity: 06-08-2026**

2. **Authorize Signatures on Joint Power Agreement with Chatham Township for the Enforcement and Regulation of Cannabis**

3. **Cancel the County Board of Commissioners Workshop for Tuesday, March 10, 2026**

B. ATTORNEY

1. **Approve Expenditures from Forfeiture Funds**

C. FACILITIES

1. **Authorize Backfill of a Fleet & Facilities Maintenance Technician Position and Resulting Potential Vacancy**

D. FINANCE & TAXPAYER SERVICES

1. **Approve Updated Finance Investment Policy**

2. **Approve Budget Amendment 7, PCS Opioid**

3. **Approve Budget Amendment 13, Highway Sealcoat**

4. **Approve Budget Amendment 15, Opioid Fund Budget**

5. **Approve Budget Amendment 16, JD 15 Pond Project**

6. **Acknowledge Warrant Disbursements Issued from February 6 through February 22, 2026**

E. HIGHWAY

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

F. PARKS & RECREATION

1. **Authorize Backfill of the Parks and Natural Resource Position and All Associated Backfills**

G. PLANNING & ZONING

1. **Approve the Recommendation of the Planning Commission to Rezone the Following Property: Carol Lee - (Cokato Township)**

2. **Approve the Recommendation of the Planning Commission to Rezone the Following Property: Colleen Day - (Buffalo Township)**

H. RECORDER

1. **Approve and Authorize Signatures on Township Plat for the Plat of Old Apostolic Lutheran Cemetery of Waverly Located in Woodland Township**

TIMED AGENDA ITEMS

A. 9:05 AM - CLAY WILFAHRT - ASSISTANT COUNTY ADMINISTRATOR

1. **Recognition of Service for Jami Goodrum, Health and Human Services Director. Goodrum will be retiring March 6th.**

At 9:02 a.m. Assistant County Administrator Clay Wilfahrt spoke on Health and Human Services Director Jami Goodrum's retirement. Goodrum spoke on her time with the county. Vetsch thanked Goodrum for her service.

B. 9:15 AM - CHAD HAUSMANN - HIGHWAY ENGINEER

1. **Adopt Resolution 26-18, Spring Load Restrictions on the Wright County Highway System**

At 9:09 a.m. Highway Engineer Chad Hausmann spoke on Resolution 26-18 Spring Load Restrictions on the Wright County Highway System. Vetsch requested a motion to adopt Resolution 26-18.

Motion by Moynagh and seconded by Schoen

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

2. **Adopt Resolution 26-19, Minnesota Department of Transportation Cooperative Construction Agreement 1061776**

At 9:10 a.m. Hausmann spoke on Resolution 26-19, Minnesota Department of Transportation Cooperative Construction Agreement 1061776. Vetsch requested motion to adopt Resolution 26-19.

Motion by Moynagh and seconded by Schoen

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

C. 9:20 AM - HEALTH & HUMAN SERVICES

1. HEALTH & HUMAN SERVICES CONSENT AGENDA

At 9:11 a.m. Vetsch requested motion to approve the Health & Human Services consent agenda.

Motion by Diedrick and seconded by Schoen

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

i. Approve New Lower-Potency Hemp Edible Retail Registration for Brothers Smoke & More in Clearwater in Collaboration with the Joints Power of Agreement (JPA).

ii. Approve New Lower-Potency Hemp Edible Retail Registration for Brothers Smoke & More in Monticello in Collaboration with the Joints Power of Agreement (JPA).

iii. Approve New Lower-Potency Hemp Edible Retail Registration for Hi-Way Liquors in Monticello in Collaboration with the Joints Power of Agreement (JPA)

iv. Approve Olson's Campground on Limestone Lake Consumption & Display Permit for April 1, 2026 - March 31, 2027.

v. Approve New Lower-Potency Hemp Edible Retail Registration for Monticello Smoke Shop in Monticello in Collaboration with the Joints Power of Agreement (JPA)

2. HEALTH & HUMAN SERVICES TIMED AGENDA

i. Adopt Resolution HHS 26-03 to Accept January 2026 Donation.

At 9:18 a.m. Goodrum spoke on HHS Resolution 26-03 to Accept January 2026 Donation.

Motion by Moynagh and seconded by Schoen

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

ii. HHS Director's Comments:
1. Preliminary Wright County Birth Record Data
2. 2025 HHS Annual Report

At 9:12 a.m. Goodrum spoke on the Directors Comments.

D. 9:30 AM - PUBLIC HEARING - LOCAL OPTION SALES TAX

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

At 9:33 a.m. Vetsch opened the public hearing. Vetsch requested that any public speakers come to the podium to speak. St. Michael City Administrator Steve Bot spoke in favor of the Local Option Sales Tax projects. At 9:35 a.m. Vetsch closed the public hearing. Schoen spoke on the projects in the LOST list. Vetsch spoke on the Naber Avenue interchange and Costco's imminent arrival.

E. 9:35 AM - MARC MATTICE - ASSISTANT COUNTY ADMINISTRATOR

1. Adopt Resolution 26-20, Local Option Sales Tax

At 9:40 a.m. Schoen made motion to add the two projects to LOST funding, the Naber Avenue interchange and Orchard Road interchange. Diedrick spoke on funding for the two additional projects. Vetsch responded that by adding the projects to the list it allowed some fluidity to be able to look for matching. Vetsch requested a motion to adopt Resolution 26-20, Local Option Sales Tax with the addition of the Naber Avenue interchange and the Orchard Road interchange.

Motion by Schoen and seconded by Moynagh

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

ITEMS FOR CONSIDERATION

A. ADMINISTRATION

1. Set Date and Time for Public Hearing Related to Changes in the Fees for Service Schedule;
Suggested Date and Time: Tuesday, March 17, 2026 at 9:30 a.m.

At 9:19 a.m. Vetsch requested motion to approve setting meeting for 9:30 a.m. March 17, 2026.

Motion by Schoen and seconded by Moynagh

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

2. Schedule A Joint Meeting of The Wright Soil and Water Conservation Board and the Wright County Board of Commissioners For April 14, 2026, at 10:00 A.M.

At 9:19 a.m. County Administrator Greg Kryzer spoke on scheduling a joint meeting of The Wright Soil and Water Conservation Board and the Wright County Board of Commissioners. Discussion was had regarding a robust County Board Workshop for April 14. Time was adjusted for the meeting to 11:00 a.m. Tuesday, April 14. Vetsch requested a motion to approve.

Motion by Diedrick and seconded by Moynagh

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

3. Discuss The Possibility of Submitting a Federal Funding Request For Wright Technical Center

At 9:21 a.m. Diedrick spoke on submitting a federal funding request for Wright Technical Center. Vetsch raised concerns with being the proper agency or the legal capacity for the county to apply the funds. Schoen spoke on the restrictions the federal government places on the use of the funds and how it will affect the school. Vetsch raised concerns with the legality of what happens if the school doesn't use the funding correctly. County Attorney Brian Lutes spoke about the legality of applying for the funding. Moynagh raised concerns with why the Technical Center's Board is not applying. No motion was made to approve submitting of request for federal funding.

B. COMMITTEE MINUTES

1. Approve Personnel Committee Meeting Minutes (02-17-2026)

At 9:42 a.m. Vetsch spoke on the Personnel Committee meeting minutes and recommendations to authorize posting for the Social Services Supervisor and the Assessment Services Supervisor positions, to authorize posting for the Natural Resources Technician position and to allow backfilling of the Facilities Maintenance Technician position. Vetsch requested a motion to approve the minutes and recommendations.

Motion by Schoen and seconded by Moynagh

Aye: 4; Nay: 0; Abstain: 0; Absent: 1; Recused: 0

For: Diedrick, Schoen, Moynagh, Vetsch
Absent: Holland

ADJOURNMENT

At 9:43 a.m. Vetsch adjourned the board meeting.

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 *
3/17/2026 9:00 AM - Board of Wright County Commissioners

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

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

Originator
KAK4327

Item Details

Board Action Requested (this is what will appear on the Agenda) *
Approve Gambling Application, Form LG220, 3 of a Kind, Gambling Premises: Silver Bullet Saddle Club, 17363 County Rd 7 NW, Clearwater, MN 55320 (Clearwater Township), Date of Activity: 07-18-2026

Short Title (what will appear on Agenda outline - 250 character max.) *
Approve Gambling Application, Form LG220, 3 of a Kind, Gambling Premises: Silver Bullet Saddle Club, 17363 County Rd 7 NW, Clearwater, MN 55320 (Clearwater Township), Date of Activity: 07-18-2026

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
03-17-2026 LG220 App 3 of a Kind RDCTD.pdf	Attachment

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision
Approved

Notes

County Administrator Review

County Administrator Decision

Notes

MINNESOTA LAWFUL GAMBLING

LG220 Application for Exempt Permit

4/23

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than $50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be $1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **$100**; otherwise the fee is **$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization Name: 3 of a Kind

Previous Gambling Permit Number: X- X-94217

Minnesota Tax ID Number, if any: [redacted]

Federal Employer ID Number (FEIN), if any:

Mailing Address: P.O. Box 202

City: Clear Water State: MN Zip: 55320 County: Wright

Name of Chief Executive Officer (CEO): Shawn Thomas

CEO Daytime Phone: 612-290-5668 CEO Email: threeofakindbikeride@gmail.com

(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO):

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☐ Religious ☒ Veterans ☐ Other Nonprofit Organization

Attach a copy of one of the following showing proof of nonprofit status:

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

☐ **A current calendar year Certificate of Good Standing**

Don't have a copy? Obtain this certificate from:

MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103

Secretary of State website, phone numbers:
www.sos.state.mn.us
651-296-2803, or toll free 1-877-551-6767

☒ **IRS income tax exemption (501(c)) letter in your organization's name**

Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.

☐ **IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**

If your organization falls under a parent organization, attach copies of both of the following:

1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Silver Bullet Saddle Club

Physical Address (do not use P.O. box): 17363 County RT NW

Check one:

☐ City: Zip: County:

☒ Township: Clear Water Zip: MN County: Wright

Date(s) of activity (for raffles, indicate the date of the drawing): July 18th 2026

Check each type of gambling activity that your organization will conduct:

☐ Bingo ☐ Paddlewheels ☐ Pull-Tabs ☐ Tipboards ☒ Raffle

Gambling equipment for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to ***www.mn.gov/gcb*** and click on ***Distributors*** under the ***List of Licensees*** tab, or call 651-539-1900.

LG220 Application for Exempt Permit

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)

CITY APPROVAL
for a gambling premises
located within city limits

- ☐ The application is acknowledged with no waiting period.
- ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).
- ☐ The application is denied.

Print City Name: _____

Signature of City Personnel:

_____

Title: _____ Date: _____

The city or county must sign before submitting application to the Gambling Control Board.

COUNTY APPROVAL
for a gambling premises
located in a township

- ☐ The application is acknowledged with no waiting period.
- ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.
- ☐ The application is denied.

Print County Name: _____

Signature of County Personnel:

_____

Title: _____ Date: _____

TOWNSHIP (if required by the county)
On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)

Print Township Name: Clearwater Township

Signature of Township Officer: _____

Title: Supervisor Date: 2/17/26

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer's Signature: _____ Date: 2-14-26
(Signature must be CEO's signature; designee may not sign)

Print Name: Shawn Thomas

REQUIREMENTS

Complete a separate application for:
- all gambling conducted on two or more consecutive days; or
- all gambling conducted on one day.

Only one application is required if one or more raffle drawings are conducted on the same day.

Financial report to be completed within 30 days after the gambling activity is done:
A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

____ a copy of your proof of nonprofit status; and

____ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is **$100**; otherwise the fee is **$150**. Make check payable to **State of Minnesota**.

To: Minnesota Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113

Questions?
Call the Licensing Section of the Gambling Control Board at 651-539-1900.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

This form will be made available in alternative format (i.e. large print, braille) upon request.

An equal opportunity employer

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 *
3/17/2026 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 Budget Amendment 21, Montissippi Park

Short Title (what will appear on Agenda outline - 250 character max.) *
Approve Budget Amendment 21, Montissippi Park

Value Stream the request primarily aligns with:
Develop County Infrastructure

Briefly describe how the request aligns with the selected value stream.
This amendment supports the Developing County Infrastructure by investing in public recreational assets that enhance community accessibility, increase the usability of public land, and contribute to the long-term sustainability and attractiveness of county infrastructure.

Describe the impact on staffing resources.
N/A

Fiscal Impact:
$350,000 was budgeted for this initiative using ARP funds.

Background/Justification:
The Montissippi Park project was budgeted under professional services. This project will be capitalized at the end of construction so we will need to move it to Building Construction (New) where all of the project expenses will be categorized.

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 21 Montissippi Park.pdf	Attachment

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision
Approved

Notes

County Administrator Review

County Administrator Decision

Notes

2026 Budget Amendment Form

Request Type: Operating Line Item Request

Department: Parks

Justification: The Montissippi Park project was budgeted under professional services using ARP funds (Program 493). This project will be capitalized at the end of construction so we need to move it to Building Construction (New) where all of the project expenses will be categorized. Please note that recent bids are coming in favorable to the budget.

Budget Year: 2026

Related Items

Revenues

Line Item	Description	Amount
01-100-493-8425-5315	STATE GRANT DNR	$350,000.00
	TOTAL:	350,000.00

Expenses

Line Item	Description	Cost
01-100-493-8425-6261	PROFESSIONAL SERVICES	$ (490,994.31)
01-100-493-8425-6602	BUILDING CONSTRUCTION (NEW)	840,994.31
	TOTAL:	350,000.00
	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 *
3/17/2026 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 February 23 through March 8, 2026

Short Title (what will appear on Agenda outline - 250 character max.) *
Acknowledge Warrant Disbursements Issued from February 23 through March 8, 2026

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 2026 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
02.23.2026 – 03.08.2026 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 3/9/26 2:38 PM

Date Range: 2/23/2026 to 3/8/2026 **Pii:**

Fund	Description	Amount
01	GENERAL REVENUE FUND	894,439.02
02	RESERVES FUND	241,456.74
03	ROAD AND BRIDGE FUND	898,681.69
11	HUMAN SERVICES FUND	316,979.83
20	WASTE MANAGEMENT FUND	38,016.01
34	CAPITAL IMPROVEMENTS FUND	168,789.90
41	DITCH FUND	10,666.00
71	HISTORIAN FUND	225.86
72	SOIL AND WATER FUND	3,105.15
73	LAKE IMPROVEMENT DISTRICTS	2,553.62
77	ESTATE RECOVERIES	120.00
78	WCFSC COLLABORATIVE FUND	2,843.69
81	CURRENT TAX, REAL ESTATE & MOBLIE HOMES	243.00
84	STATE COLLECTIONS FUND	430,621.31
85	REFUNDING ACCOUNT FUND	60.91
87	SOCIAL WELFARE FUND	3,434.35
	Total	**3,012,237.08**

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 *
3/17/2026 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) *
Award Contract No. 26-01, for the 2026 Pavement Preservation Contract, to Knife River Corporation of Sauk Rapids, MN

Short Title (what will appear on Agenda outline - 250 character max.) *
Award Contract No. 26-01, for the 2026 Pavement Preservation Contract, to Knife River Corporation of Sauk Rapids, MN

Value Stream the request primarily aligns with:
Develop County Infrastructure

Briefly describe how the request aligns with the selected value stream.
Extend service life of the county highways.

Describe the impact on staffing resources.
Highway staff will administer and inspect the project.

Fiscal Impact:
State Aid: $4,801,791.21
LOST: $1,865,864.01

Background/Justification:
Bides received March 3rd, bid summary attached. The work includes pavement reconditioning on 23.1 miles of roadway and the addition of a dedicated left turn lane at CSAH 39 at Briarwood Ave. Highway Dept. recommends award of Contract No. 26-01 in the amount of $6,667,655.22 to Knife River Corporation, Sauk Rapids, MN.

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
3.17.26.Bid Summary 2601.Pvmnt Prsrvtn.pdf	Attachment
2026 projects.pdf	Attachment

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision
Approved

Notes

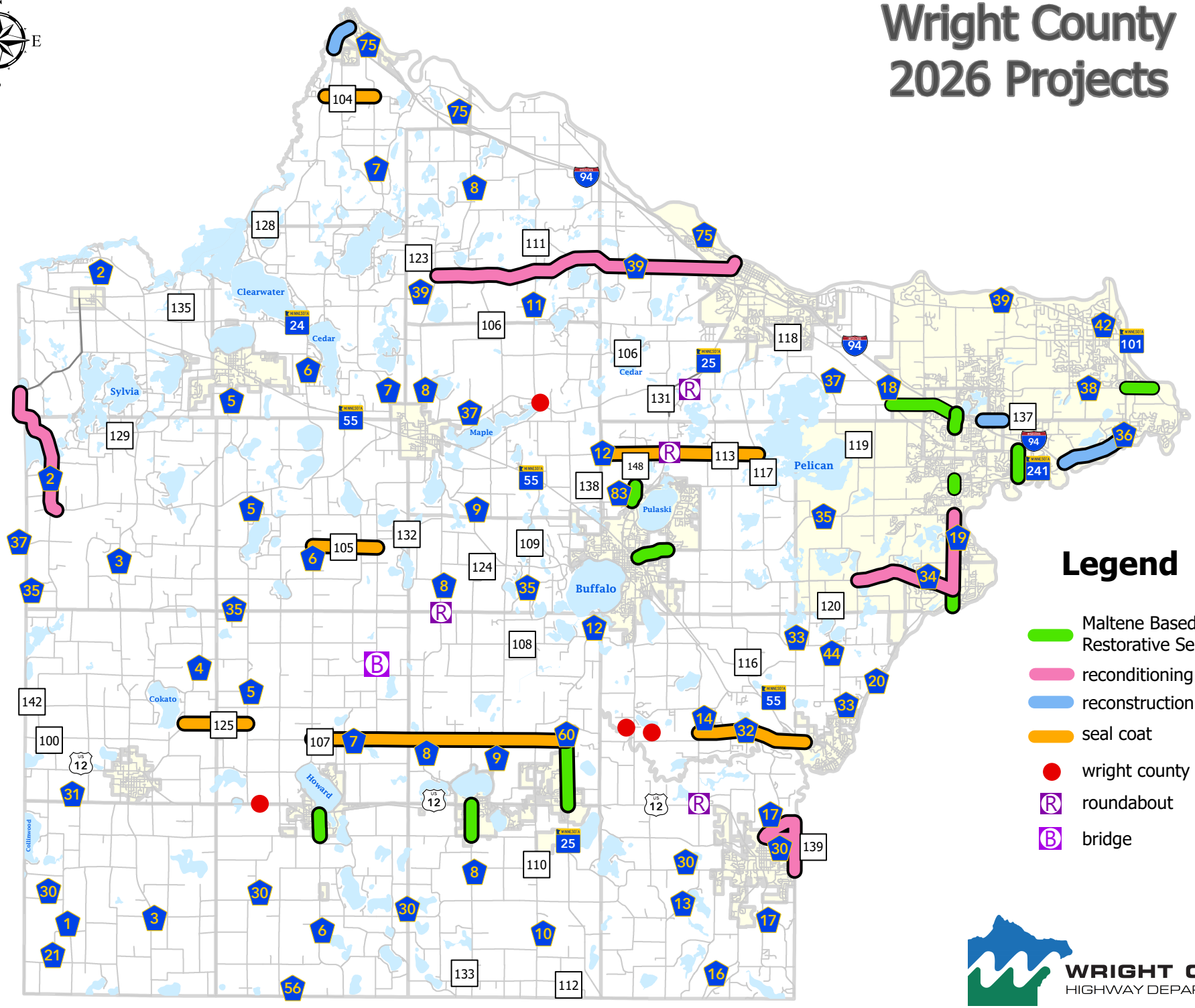
County Administrator Review

County Administrator Decision

Notes

Contract 2026 Pavement Preservation - Bid Abstract Summary		
Report Date	Bid Release	Bid Opening
3/3/2026	2/5/2026	2026-03-03T16:00:00.000Z
Bid Name	Total	
KNIFE RIVER	$6,667,655.22	
Valley Paving Inc	$6,943,947.87	
Duininck, Inc.	$7,023,458.60	
North Valley Inc	$7,354,999.41	
Park Construction Company	$7,659,447.50	

Wright County 2026 Projects



WRIGHT COUNTY
HIGHWAY DEPARTMENT

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 *
3/17/2026 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) *
Award Contract No. 26-02, for the 2026 Seal Coat Contract to Allied Blacktop Company of Maple Grove, MN

Short Title (what will appear on Agenda outline - 250 character max.) *
Award Contract No. 26-02, for the 2026 Seal Coat Contract to Allied Blacktop Company of Maple Grove, MN

Value Stream the request primarily aligns with:
Develop County Infrastructure

Briefly describe how the request aligns with the selected value stream.
Pavement Maintenance extends the service life of the pavement on the county highway system.

Describe the impact on staffing resources.
Highway staff develop the construction plans/specifications for bidding and will perform construction inspection and administration.

Fiscal Impact:
330 Maintenance Division Operations - $443,921.16
Parks Department - $14,827.25

Background/Justification:
Highway Department received bids on March 3rd, 2026 and a copy of the bid summary and map is attached. Highway Department recommends award of Contract 26-02 to Allied Blacktop of Maple Grove, MN in the amount of $458,748.41. This includes the Base Bid of $443,921.16 (approximately 20.3 miles of roadway) and Alternate 3 - County Parks $14,827.25.

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
3.17.26.Bid Summary.2602.Seal Coat.pdf	Attachment
2026 Seal Coat Map.pdf	Attachment

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision

Approved

Notes

County Administrator Review

County Administrator Decision

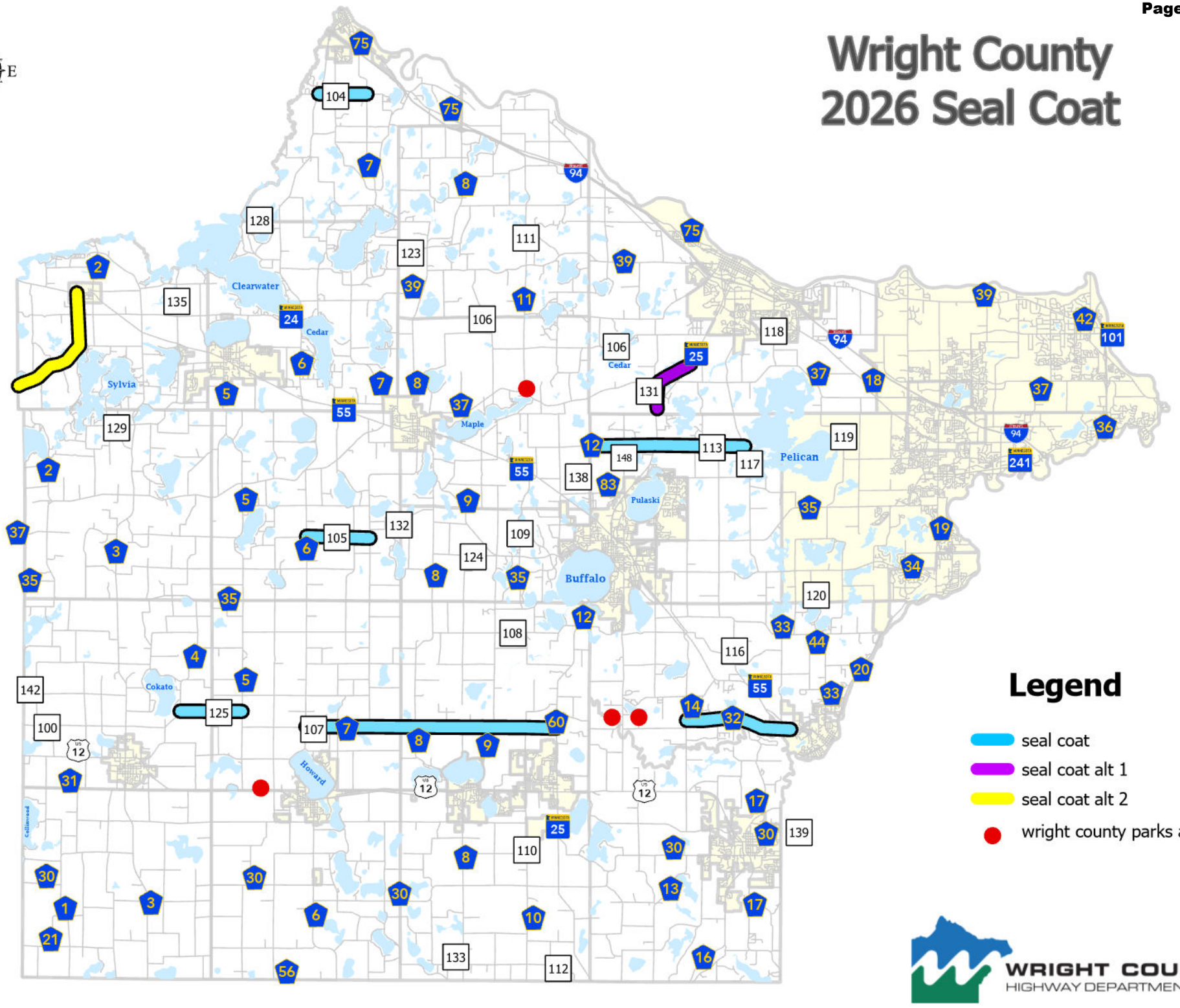
Notes

Contract 2026 Seal Coat Program - Bid Abstract

Report Date	Bid Release	Bid Opening
	3/3/2026	2/5/2026 2026-03-03T17:00:00.000Z

	Allied Blacktop Company	Pearson Bros , Inc	Asphalt Surface Technologies Corp
Base Bid	$443,921.16	$446,419.92	$522,948.65
Alternate 1	$42,915.20	$34,204.65	$48,841.61
Alternate 2	$49,750.74	$41,303.65	$59,102.39
Alternate 3	$14,827.25	$10,214.93	$18,782.25
	$551,414.35	$532,143.15	$649,674.90

Wright County 2026 Seal Coat



WRIGHT COUNTY
HIGHWAY DEPARTMENT

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 *
3/17/2026 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) *
Award Contract 26-03 for the 2026 Pavement Markings to Sir Lines A lot, Edina, MN.

Short Title (what will appear on Agenda outline - 250 character max.) *
Award Contract 26-03 for the 2026 Pavement Markings to Sir Lines A lot, Edina, MN.

Value Stream the request primarily aligns with:
Develop County Infrastructure

Briefly describe how the request aligns with the selected value stream.
Traffic Markings are a critical component of roadway safety.

Describe the impact on staffing resources.
Traffic engineer oversees the administration of the contract and coordinates the work with the contractor.

Fiscal Impact:
$691,300

Background/Justification:
Bids were received March 3, 2026 and a copy of the bid summary is attached. Hwy Department staff recommend award in the amount of $691,300.
Project Funding: Local Levy funds. $800,000 is budgeted with the balance of funds utilized for Pavement Messages.

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
3.17.26.Bid Summary.2603.Striping.pdf	Attachment

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision
Approved

Notes

County Administrator Review

County Administrator Decision

Notes

Contract 2026 Pavement Markings - Bid Abstract Summary		
Report Date	Bid Release	Bid Opening
3/3/2026	2/5/2026	2026-03-03T16:00:00.000Z
Bid Name	Total	
Sir Lines-A-Lot, LLC	$691,300.00	
KAMCO Inc	$695,970.00	

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 *
3/17/2026 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) *
Award Contract 26-04 for the 2026 Maltene Based Restorative Seal Project to Corrective Asphalt Materials, LLC.

Short Title (what will appear on Agenda outline - 250 character max.) *
Award Contract 26-04 for the 2026 Maltene Based Restorative Seal Project to Corrective Asphalt Materials, LLC.

Value Stream the request primarily aligns with:
Develop County Infrastructure

Briefly describe how the request aligns with the selected value stream.
Pavement Maintenance extends the service life of the pavement on the county highway system.

Describe the impact on staffing resources.
Highway staff developed the construction plans/specifications for bidding and will perform construction inspection and administration.

Fiscal Impact:
$422,480.06 is budgeted in the 330 Maintenance Division for pavement preservation.

Background/Justification:
Highway Department received bids on March 3, 2026 and a copy of the bid summary and map is attached. Highway department recommends award of Contract 26-04 to Corrective Asphalt Materials, LLC. in the amount of $422,480.06. This includes the base bid plus Alternate 1(approximately 10.8 miles of roadway).

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
3.17.26.Bid Summary.2604.AsphaltReju.pdf	Attachment
7a.Maltene Based Restorative Seal map.pdf	Attachment

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision
Approved

Notes

County Administrator Review

County Administrator Decision

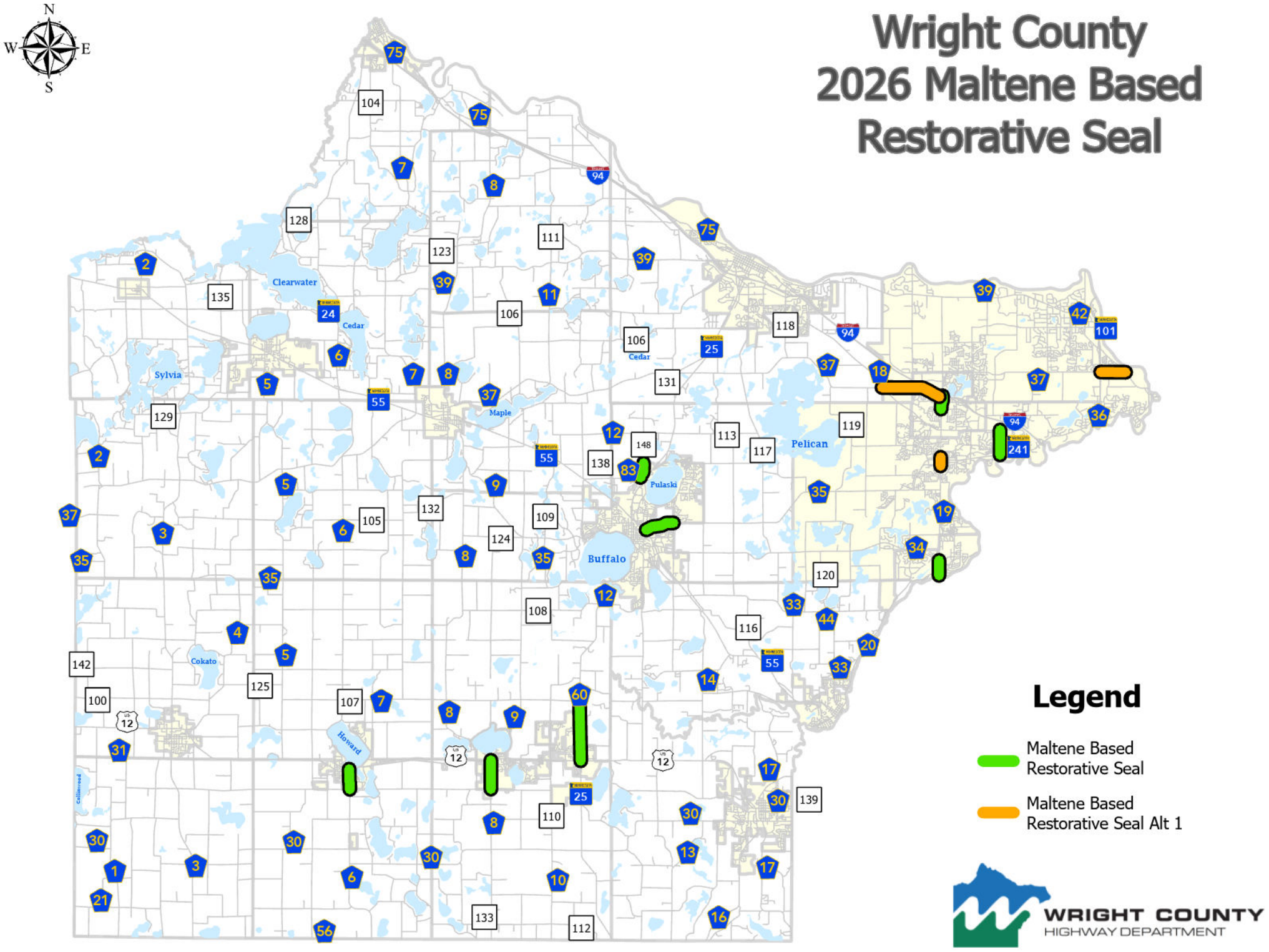
Notes

Bid Abstract Summary

Report Date	Local	Bid Release	Bid Opening
3/3/2026	2026 Maltene Based Restorative Seal Project	2/5/2026	3/3/2026 14:00

Bid Name	Total
Corrective Asphalt Materials, LLC	$422,480.06

Wright County 2026 Maltene Based Restorative Seal



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 *
3/17/2026 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) *
Appoint Laureen Bodin to a Three Year Term on the Wright County Personnel Board of Appeals effective July 1, 2026, through June 30, 2029

Short Title (what will appear on Agenda outline - 250 character max.) *
Appoint Laureen Bodin to a Three Year Term on the Wright County Personnel Board of Appeals effective July 1, 2026, through June 30, 2029

Value Stream the request primarily aligns with:
Optimize Civic Engagement

Briefly describe how the request aligns with the selected value stream.
Pursuant to Wright County Personnel Policies 705, 706, and 707 and Minnesota Statutes 375.56 through 375.71, the County Board appoints three volunteers that are available to hear appeals pertaining to non-union personnel issues brought forth by applicants, current or former employees, department heads, or appointed authorities. An employee who has been suspended without pay for more than ten (10) working days or who has been discharged, may appeal his or her case to the Personnel Board of Appeals by submitting a written request to the Administration Department within ten (10) working days of receipt of the decision of the County Administrator. A hearing before the Personnel Board of Appeals will be held within twenty (20) working days from the date of receipt of such request. The hearing shall be conducted according to the appeals process outlined in the Wright County Personnel policy Manual in Policy 707.

Describe the impact on staffing resources.
This request has no impact on staffing resources.

Fiscal Impact:
Financial resources are only used if an employee appeals a non-union personnel issue pursuant to Sections 705, 706, and 707 of the Wright County Personnel Policy Manual.

Background/Justification:
Laureen Bodin current term on the Personnel Board of Appeals is scheduled to expire on June 30, 2026. The Administrative/HR Department recently contacted Ms. Bodin and she is interested in serving another three-year term (2026-2029) as a member of this board.

Route for Review and Approval

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

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

Document Name	Attachment Type
Wright County Sections 705, 706, and 707.pdf	Attachment

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision

Approved

Notes

County Administrator Review

County Administrator Decision

Notes

705 GRIEVANCE PROCEDURES

Policy Adopted: 11-16-04 **Policy Amended:**

705.01 POLICY STATEMENT

The County will provide a process whereby an employee, group of employees, supervisor, department head or appointing authority may bring forth a grievance regarding alleged maltreatment, violation of a rule, policy or procedure, or wrongful action carried out against the employee, etc.

705.02 LIMITATIONS

An employee who commences a grievance proceeding under the provisions of a collective bargaining agreement is precluded from grieving the same issue a second time under these rules, policies and procedures. It is not the intention of the County Board, by establishing the grievance procedure herein, to grant an aggrieved employee a second opportunity to litigate an issue which has already been litigated in any other administrative or judicial proceeding. The County's Classification Plan stated herein is expressly excluded from this grievance procedure.

705.03 PROCEDURE

All grievances shall be handled in a prompt and fair manner. In order to facilitate the processing of employee grievances in an orderly and timely manner and to provide the employee access to all levels of management, and to provide a fair and impartial hearing, the procedures outlined in the following steps are used. At any point in the process, an employee may choose to be accompanied by counsel of his or her choice.

STEP I.
An employee filing a grievance may present their grievance to the immediate supervisor, unless the grievance involves the supervisor. In this case, the employee should proceed to Step II and present the grievance to the department head.

The employee will have five (5) working days after the event causing the grievance to inform the supervisor. It will be the responsibility of the supervisor to investigate the grievance, discuss the grievance with the employee, and give a verbal answer to the employee within five (5) working days from the time the grievance was initially presented.

STEP II.
If the employee is unsatisfied with the outcome in Step I, or the employee's supervisor is part of the grievance, the employee may move the grievance to Step II. The appeal to Step II must be in writing and be presented to the department head within ten (10) working days of the supervisor's response, or the event causing the grievance (if the grievance involves the supervisor). The grievance must include the nature of the grievance; the facts on which the grievance is based; the specific provisions of the rules, policies or procedures allegedly violated;

and the remedy requested.

The department head will investigate the grievance, discuss it with the employee, and give a written response to the employee within five (5) working days from receipt of the grievance from the employee, regarding unsatisfactory outcome to Step I.

STEP III.

An employee may involve Step III rights if he/ she/they/their is not satisfied with the outcome of Step II , a grievance taken to Step III must be in writing and state the nature of the grievance, facts on which the grievance is based, the provision(s) of the rules, policies or procedures allegedly violated, and the remedy requested.

The Step III grievance should be presented to the County Administrator within ten (10) working days of the department head's written response to the grievant. The County Administrator or designee will investigate the complaint and alleged violation of the rules, policies or procedures. The County Administrator, or designee, shall respond in writing within fifteen (15) working days to the employee.

The decision of the County Administrator shall be final, except in the cases of unpaid suspensions over ten (10) working days and dismissals.

STEP IV.

An employee who has been suspended without pay for more than ten (10) working days or who has been discharged, may appeal his or her case to the Personnel Board of Appeals by submitting a written request to the Administration Department within ten (10) working days of receipt of the decision of the County Administrator.

A hearing before the Personnel Board of Appeals will be held within twenty (20) working days from the day of receipt of such request. The hearing shall be conducted according to the Appeals Policy, 707.

706 APPEALS

Policy Adopted: 11-16-04 **Policy Amended:**

706.01 POLICY STATEMENT

The County will provide employees the right to file an appeal with the Personnel Board of Appeals. The appeal may be the result of an unsatisfactory outcome of the grievance process, disciplinary action, or other action against the employee. This process is more formal than the grievance process and is established as an alternative to taking a dispute to court.

706.02 APPEAL TIME RESTRICTION

If an appeal is filed resulting from the grievance process or from disciplinary action, the employee will have five (5) working days from date of notification to file an appeal. In all other appeals, the employee will have seven (7) working days from date of action.

706.03 FILING AN APPEAL

An employee filing an appeal must do so in writing and either mail or present it in person to the Wright County Administration Department, Wright County Government Center, 3650 Braddock Avenue NE, Suite 3200, Buffalo, MN 55313-1193.

Requests for appeal are deemed filed on the date the appeal is actually received by the Administration Department. Failure to file an appeal within the proper time period will result in loss of right to appeal.

The appeal must be signed by the person making the appeal and contain the following data: the appellant's name, position, department or office, and home address. In addition, the appellant must include a statement of the action being appealed, a brief summary of the reasons for the appeal and any resolution requested. A more complete statement may be requested by the Board of Appeals.

706.04 HEARING

All hearings conducted by the Personnel Board of Appeals will be public and all documents, exhibits, and investigative data will be public upon final decision by the Personnel Board of Appeals.

706.05 HEARING PROCESS

The hearing will be conducted in the following manner:

a. The hearing will occur within ten (10) working days of receipt of the appeal.
b. The hearing will be conducted by the Chair of the Board, or in the absence of the Chair,

the Vice-Chair. Two (2) members of the Board shall be sufficient to render a decision.

c. Technical rules of evidence will not apply; however, all relevant evidence may be introduced into the record. An employee may be represented by legal counsel of his or her choice at any point in the proceedings.
d. An employee or his/her legal counsel will be allowed to argue the case, give testimony, present evidence, call witnesses, and cross examine the other parties' witnesses. All verbal testimony shall be under oath of affirmation.
e. Appellant shall go first and shall have the burden of proving the facts of that issue, unless specified otherwise by statute or regulation. Parties may present written arguments. The proceedings will be recorded.
f. Upon close of the hearing, the Personnel Board of Appeals shall make its decision within ten (10) working days. This decision shall be in writing and include the reason for the decision and the facts relied on in making the decision. The decision shall be mailed to all parties that appeared at the hearing. In addition, the Personnel Board of Appeals shall forward its decision to the Wright County Board.

The decision of the Personnel Board of Appeals shall be final.

706.06 JUDICIAL REVIEW

The employee or his/her legal counsel may appeal an order from the Board of Appeals in accordance with M.S. 375.67 and M.S. Chapter 14.

706.07 REINSTATEMENT

If a Judge orders the employee to be reinstated the County will make payment for all compensation withheld during the time the employee was suspended or discharged to date of reinstatement. All benefits which normally would have been accrued shall also be credited to the employee.

706.08 PROTECTION FROM REPRISALS

No employee shall be disciplined for seeking redress through a grievance or appeal process or as a result of testimony given during a grievance or appeal hearing in accordance with the provisions in these rules, policies and procedures.

707 PERSONNEL BOARD OF APPEALS

Policy Adopted: 11-16-04 **Policy Amended:**

707.01 POLICY STATEMENT

The Personnel Board of appeals is established in accordance with M.S. 375.56 through 375.71 to handle all appeals regarding personnel issues brought forth by applicants, current or former employees, department heads, or appointing authorities.

707.02 ORGANIZATION

The County Board shall appoint three (3) people to serve staggered terms, not to exceed three (3) years, as members of the Personnel Board of Appeals. Expiration dates for the first terms of office shall be determined by the County Board. Vacancies shall be filled by a majority vote of the County Board for unexpired terms.

The members shall select a Chair and a Vice-Chair at the initial meeting of the Board.

707.03 RESTRICTIONS

Persons appointed to the Personnel Board of Appeals shall not serve while holding any County office or while standing as a candidate for any County office or while employed by the County. Each member of the Personnel Board of Appeals must be a Wright County resident and will forfeit his or her position on the Board upon becoming a non-resident.

707.04 CHARGE

The Board shall meet upon notification from the Chair, or designee, to make findings and to report to the
County Board within thirty (30) days any of the following:

a. Alleged arbitrary or capricious action on the part of the County Board with respect to establishment of these rules, policies and procedures.
b. Alleged discrimination by the County Administrator or his or her employees in the examining procedures or preparation of lists of eligible candidates, or discriminatory use thereof by the appointing authority under the provisions of M.S. 375.56 to 375.71 or the rules promulgated thereunder.
c. Alleged misinterpretation or evasion by the County Administrator or the County Board of provisions of sections 375.56 to 375.71 or the rules promulgated thereunder in a manner seriously detrimental to the party or parties bringing the appeal.
d. Such other matters as may be provided for in these rules, policies and procedures.

707.05 COMPENSATION

Compensation for members of the Personnel Board of Appeals shall be set by the County Board

and each member shall be paid actual and necessary expenses.

707.06 APPLICATION

The County Board of Commissioners shall authorize the County Administrator to solicit for applicants whenever there is a vacancy on the Personnel Board of Appeals. Upon authorization, the Administration Department shall post the vacancy on the Personnel Board of Appeals on the public bulletin board at the County Government Center.

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 *
3/17/2026 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) *
Authorize Signatures on the 2026-2028 Collective Bargaining Agreement and Memorandum of Agreements with the Teamsters-Sheriff Essential Supervisory Unit

Short Title (what will appear on Agenda outline - 250 character max.) *
Authorize Signatures on the 2026-2028 Collective Bargaining Agreement and Memorandum of Agreements with the Teamsters-Sheriff Essential Supervisory Unit

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 Teamsters-Sheriff Essential Supervisory Unit.

Describe the impact on staffing resources.
The proposed expenses in 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 in 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 2026-28 collective bargaining agreement between Wright County and the Teamsters-Sheriff Essential Supervisory Unit. A clean copy and a red-lined copy of the proposed collective bargaining agreement are attached for your review. The proposed language changes to the collective bargaining agreement are identified in red. Also, for County Board review are three MOA's addressing off-duty pay, implementation of the new compensation and classification plan, and one-time pay adjustments for the employees in the Lieutenant job classification.

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. (6)

Document Name	Attachment Type
Teamsters Sup-Tentative Agreement Summary.pdf	Attachment
2026-28 Teamsters Sup (Redlined).pdf	Attachment
MOA-Comp and Class Plan.pdf	Attachment
MOA-Off Duty Pay.pdf	Attachment
MOA-Lieutenant Compensation.pdf	Attachment
2026-28 Teamsters Sup (Clean Copy).pdf	Attachment

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision
Approved

Notes

Finance Review

Finance Decision
Approved

Notes
approving per Bryan P. & Greg K.

County Administrator Review

County Administrator Decision

Notes

TENTATIVE AGREEMENT SUMMARY

February 27, 2026
Teamsters Supervisors Negotiations

1. Update Article 12.4 to increase life insurance coverage to from $20,000 to $40,000 and remove reference to STD and LTD coverage.

2. Increase uniform allowance to $1,150 in 2026, $1,200 in 2027 and $ 1,250 in 2028.

3. Add Juneteenth to holidays identified in CBA.

4. Adjust prorated floating holiday for November hires (increase from 4 to 6 hours).

5. Renew existing MOA for off-duty law enforcement work.

6. **Duration** – 3 years

7. **Wages** – Employer 11/24 proposal

    a. Three-phase implementation to be addressed in MOA for bargaining unit employees as of January 1, 2026 consistent with other settlements.

    b. General increase

        2.5% for 2026
        3% for 2027
        2.5% for 2028

    c. Grades

        Captain/Jail Administrator to Grade 20 ($55.33-Min to $78.57-Max)
        Lieutenants-Grade 17 ($47.80-Min to $67.87-Max)
        Assistant Jail Administrator-Grade 16 ($45.52-Min to $64.64-Max)

8. **Lieutenant MOA** – The parties will execute a MOA providing for a 5% one-time pay adjustment for lieutenants to be effective March 1, 2026, of the CBA.

9. **Insurance** - March employer contribution to be made if ratification in time for Board approval on 3/17.

12.1 Effective upon ratification of the collective bargaining agreement for 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 70% of the health insurance premium increase.

10. **Minnesota Paid Leave language**

12.6 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 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.

11. **Matching 457(b) Deferred Compensation Contribution (Article 22-Policy Number Change)**

22.1 Effective upon ratification of the 2023-2025 collective bargaining agreement, EMPLOYEES shall be eligible for a matching 457(b) Deferred Compensation contribution consistent with the terms outlined in Section 304.04 of the Wright County Personnel Policy Manual. In the event Wright County Policy 304.04 is modified by the County in the future, the modification will automatically apply to the bargaining unit unless it results in an elimination or a reduction of benefit to the employee. In the event of a future policy modification that results in the elimination or a reduction of this benefit, employees in the bargaining unit will continue to receive the benefits outline in the policy immediately prior to the modification.

LABOR AGREEMENT

BETWEEN

THE COUNTY OF WRIGHT

AND

MINNESOTA TEAMSTERS PUBLIC AND LAW
ENFORCEMENT EMPLOYEES' UNION, LOCAL NO. 320

SHERIFF ESSENTIAL SUPERVISORY UNIT

JANUARY 1, 2026- DECEMBER 31, 2028

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LABOR AGREEMENT

BETWEEN

THE COUNTY OF WRIGHT

AND

MINNESOTA TEAMSTERS PUBLIC AND LAW

ENFORCEMENT EMPLOYEES' UNION, LOCAL NO. 320

ARTICLE 1 - PURPOSE OF AGREEMENT

This AGREEMENT is entered into as of January 1, 2023, between the COUNTY OF WRIGHT, hereinafter referred to as the EMPLOYER, and the MINNESOTA TEAMSTERS PUBLIC AND LAW ENFORCEMENT EMPLOYEES' UNION, LOCAL NO. 320, hereinafter referred to as the UNION.

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 UNION as the exclusive representative, under Minnesota Statutes, 179A.12, Subdivision 3, for all Sheriff supervisory personnel in the following job classifications:

Captain Lieutenant Assistant Jail Administrator
Captain/Jail Administrator

2.2 In the event the EMPLOYER and the UNION 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.

ARTICLE 3 - DEFINITIONS

3.1 UNION: The Minnesota Teamsters Public and Law Enforcement Employees' Union, Local No. 320.

3.2 UNION MEMBER: A member of the Minnesota Teamsters Public and Law Enforcement Employees' Union, Local No. 320.

3.3 EMPLOYEE: A member of the exclusively recognized bargaining unit.

3.4 DEPARTMENT: The Wright County Sheriff's Department.

3.5 EMPLOYER: County Board of Commissioners.

3.6 SHERIFF: The Sheriff of the Wright County Sheriff's Department.

3.7 UNION OFFICER: Officer elected or appointed by the Minnesota Teamsters Public and Law Enforcement Employees' Union, Local No. 320.

3.8 SCHEDULED SHIFT: A consecutive work period including a lunch and rest breaks.

3.9 REST BREAKS: Periods during the SCHEDULED SHIFT during which an Employee remains on continual duty and is responsible for assigned duties.

3.10 LUNCH BREAK: A 30-minute unpaid period during the SCHEDULED SHIFT.

3.11 STRIKE: Concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slow- down or abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purposes of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment.

3.12 PERMANENT EMPLOYEE: A member of the exclusively recognized bargaining unit as defined in ARTICLE II, Section 1, herein, who has completed a probationary period and is working more than fourteen (14) hours per week or more than sixty-seven (67) days per year.

3.13 CONTINUOUS SERVICE: Full-time 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, if return was upon recall, as established by the EMPLOYER.

3.14 DAYS: Unless otherwise indicated, this means working days.

3.15 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.

3.16 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.

3.17 PROBATIONARY PERIOD: The first one (1) year (a minimum of 2080 working hours) of service for a newly hired or rehired employee which may be extended by the Sheriff.

3.18 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 designated representative.

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

ARTICLE 4 - EMPLOYER SECURITY

The UNION agrees that during the life of this AGREEMENT the UNION 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.

ARTICLE5 - EMPLOYER AUTHORITY

5.1 The EMPLOYER retains the full and unrestricted right to operate and manage all manpower, 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 this AGREEMENT.

5.2 Any term and condition of employment not specifically established or modified by this AGREEMENT shall remain solely within the discretion of the EMPLOYER to modify, establish or eliminate.

ARTICLE 6 - UNION 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 UNION dues. Such monies shall be remitted monthly to the designated representative of the UNION.

6.2 The UNION may designate Employees from the bargaining unit to act as Steward and an alternate and shall inform the EMPLOYER in writing of such choice and changes in the position of Steward and/or alternate.

6.3 The EMPLOYER shall make space available on the Employee bulletin board for posting of UNION notice(s) and announcement(s).

6.4 The UNION 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 this 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 the specific terms and conditions of this AGREEMENT. The County has a right of evaluation and oral or written reprimands, and they shall not be just cause for grievance.

7.2 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 as provided by Article 6.2 of this AGREEMENT.

7.3 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 a 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 that 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.

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 Employee's supervisor as designated by the EMPLOYER. The EMPLOYER designated representative 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 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. A grievance unresolved in Step 3 and appealed to Step 4 by the UNION shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Minnesota Bureau of Mediation Services. However, a grievance arbitration for written disciplinary action, discharge or termination shall include the arbitrator selection procedures established in Minnesota Statutes 626.892.

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 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 laws. 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.

7.6 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 the 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 UNION 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 an Employee who has completed the required probationary period, the grievance may be appealed either to Step 4 of ARTICLE VII, or a procedure such as Veterans' Preference or Human Rights if by law they can appeal. If appealed to any procedure other than Step 4 of ARTICLE VII, the grievance is not subject to the arbitration procedure as provided in Step 4 of ARTICLE VII. The aggrieved Employee shall indicate in writing which procedure is to be utilized--Step 4 of ARTICLE VII 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 VII. *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 overruled, the italicized portion of this section shall be deleted.

ARTICLE 8 - SAVINGS CLAUSE

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 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 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 shall be determined by the Employee's length of continuous employment with the Sheriff's Department and posted in an appropriate location. Seniority rosters may be maintained by the Sheriff on the basis of time in grade and time within specific classifications.

9.2 During the probationary period a newly hired or rehired Employee may be discharged at the sole discretion of the EMPLOYER. During the probationary period a promoted or reassigned Employee may be replaced in the Employee's previous position at the sole discretion of the EMPLOYER.

9.3 A reduction of work force will be accomplished on the basis of seniority. Employees shall be recalled from lay off on the basis of seniority. An Employee on lay off shall have an opportunity to return to work within one year of the time of the Employee's lay off before any new employee

is hired.

9.4 Senior Employees will be given preference with regard to transfer, job classification assignments and promotions when the job-relevant qualifications of Employees are equal.

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, or
E. Discharge.

10.2 Suspensions, demotions and discharges will be in written form.

10.3 Written reprimands, 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 UNION will receive a copy of such reprimands and/or notices.

10.4 Employees may examine their own individual personnel file at reasonable times under the direct supervision of the Employer.

10.5 Employees will not be questioned concerning an investigation of disciplinary action unless the Employee has been given an opportunity to have a UNION Representative present at such questioning.

10.6 Grievances relating to this Article shall be initiated by the UNION in Step 3 of the grievance procedure under ARTICLE VII.

ARTICLE 11 - WORK SCHEDULES

Scheduling shall be at the discretion of the EMPLOYER.

ARTICLE 12 - INSURANCE

12.1 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 70% of the health insurance premium increase.

There will be no opt-out provision for employees eligible for the County health plan. At a minimum, all employees will have to carry single health insurance coverage. Health insurance coverage is available the first of the month following the hire date.

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.

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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 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.

12.6 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 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

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ARTICLE 13 - UNIFORMS

13.1 Employees who are required by the EMPLOYER to wear uniforms shall receive a clothing allowance of $1,150.00 in 2026; $1,200.00 in 2027; and $1,250.00 in 2028. Payment for such allowance shall be payable in January of each year.

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ARTICLE 14 - HOLIDAYS

14.1 All permanent and full-time probationary Employees shall be eligible for eighty (80) hours of holiday pay.

14.2 Employees scheduled to work their scheduled shift on one of the holidays listed below shall receive an additional day off at no loss of pay.

New Year's Day	January 1
Martin Luther King, Jr. Day	2nd Monday in January
Presidents' Day	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4

Labor Day	1st Monday in September
Veterans' Day	November 11
Thanksgiving Day	4th Thursday in November
Day After Thanksgiving	Friday following Thanksgiving
Christmas Day	December 25th

14.3 Floating Holiday. The Floating Holiday is to be taken off during the calendar year in which it is earned.

In addition to the recognized holidays previously listed, eligible employees will receive twelve 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 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 15 – PAID TIME OFF

15.1 Employees will be provided paid time off in accordance with Wright County Personnel Policy 301. In the event Wright County Policy 301 is modified by the County in the future, the modification will automatically apply to the bargaining unit unless it results in a reduction of benefit to the employee. In the event of a future policy modification that results in a reduction of PTO benefit, employees in the bargaining unit will continue to receive the benefits outlined in the policy immediately prior to the modification.

15.2 **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.

15.3 **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.

15.4 **Bereavement Leave** will be granted for the death in the immediate family to a maximum of three (3) days, at the Sheriff's discretion. Immediate family shall be defined in accordance with County Policy.

ARTICLE 16 - INJURY ON DUTY

Employees injured while on duty through no fault of the Employee shall be paid the difference between the Employee's regular rate of pay and any Worker's Compensation benefits for a period not to exceed sixty (60) working days beginning with the fourth (4th) working day of such injury. Such time shall not be charged against the Employee's PTO or other accumulated benefits.

ARTICLE 17 - SEVERANCE PAY

17.1 An Employee whose employment is terminated due to retirement, disability, permanent lay off, or other honorable conditions, shall be granted severance pay in the form of a payout of accrued and unused PTO and Extended Sick Leave Bank (ESLB) leave as provided in Personnel Policy 301.

17.2 An Employee who is terminated for cause shall lose all severance benefits.

ARTICLE 18 - LEAVES OF ABSENCE

Employees may be granted a leave of absence upon request of the EMPLOYEE at the sole discretion of the EMPLOYER.

Family and Medical Leave Act: Employees shall be eligible for leaves of absence in accordance with the Federal Family Medical Leave Act, applicable State statutes, and County Policy.

ARTICLE 19 - GENERAL PROVISIONS

19.1 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.

19.2 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 **5%** over the employee's base. A licensed Wright County Deputy or Sergeant promoted to a licensed Lieutenant position shall receive a pay adjustment that is a salary increase of 10% over the employee's base pay. In no event can a promotional increase exceed the maximum of the new salary range.

The Sheriff at his/her discretion may request approval of a higher starting salary increase in the event of a promotion for a deputy or sergeant that is promoted to a lieutenant or a lieutenant that is promoted to a captain position. The County Administrator must also approve all salary requests that are over 10% of the employee's base pay for a newly appointed lieutenant or captain.

19.3 Employees specifically required by the EMPLOYER to use the Employee's automobile for approved County business will be reimbursed at a rate equal to that rate paid to employees of the State of Minnesota.

19.4 Employees specifically required by the EMPLOYER to travel outside Wright County on approved County business will be reimbursed for meals by the County based on County policy.

19.5 The EMPLOYER will provide liability insurance coverage equivalent to that maintained for other County employees.

19.6 Effective the first day of the first full pay period following County Board approval of this Agreement, the County will pay ninety dollars ($90) for renewal of POST license every three years.

19.7 The Union acknowledges the County has a Drug and Alcohol Testing Policy, including random drug testing.

ARTICLE 20 - WAIVER

20.1 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.

20.2 The parties mutually acknowledge that during the negotiations which results 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 or conditions may not have been within the knowledge or contemplation of either or both the parties at the time this AGREEMENT was negotiated or executed.

ARTICLE 21 PAID PARENTAL LEAVE

21.1 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. In the event Wright County Policy 612 is modified by the County in the future, the modification will automatically apply to the bargaining unit unless it results in the elimination or reduction of benefit to the employee. In the event of a future policy modification that results in the elimination or a reduction of a paid parental leave benefit, employees in the bargaining unit will continue to receive the benefits outlined in the policy immediately prior to the modification.

ARTICLE 22 – MATCHING 457(B) DEFERRED COMPENSATION CONTRIBUTION

22.1 Effective January 1, 2023, Employees shall be eligible for matching 457(b) Deferred Compensation contribution, consistent with the terms outlined in Section 304.04 of the Wright County Personnel Policy Manual. In the event Wright County Policy 304.04 is modified by the County in the future, the modification will automatically apply to the bargaining unit unless it results in an elimination or a reduction of benefit to the employee. In the event of a future policy modification that results in the elimination or a reduction of benefit, employees in the bargaining unit will continue to receive the benefits outlined in the policy immediately prior to the modification.

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ARTICLE 23 - DURATION

This AGREEMENT shall be effective as of the first day of January 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 _____, 2026.

FOR THE COUNTY OF WRIGHT

_____
Darek Vetsch
Chair, Board of Commissioners

_____
Greg Kryzer
County Administrator

Dated this___ day of _____, 2026

FOR TEAMSTERS, LOCAL NO. 320

_____
Amy Perusse
Business Manager

_____
Patrick O'Malley
Steward

Dated this ___ day of _____, 2026

APPENDIX A - ESSENTIAL SUPERVISORS WAGE SCALE

Grade	Title	2026 Minimum 2.5% Gen Adj	2026 Maximum 2.5% Gen Adj	2027 Minimum 3.0% Gen Adj	2027 Maximum 3.0% Gen Adj	2028 Minimum 2.5% Gen Adj	2028 Maximum 2.5% Gen Adj
16	Assistant Jail Administrator	$ 45.52	$ 64.64	$ 46.89	$ 66.58	$ 48.06	$ 68.24
17	Lieutenant	$ 47.80	$ 67.87	$ 49.23	$ 69.90	$ 50.46	$ 71.65
20	Captain/Sheriff's Office	$ 55.33	$ 78.57	$ 56.99	$ 80.92	$ 58.41	$ 82.95
	Captain/Jail Admin	$ 55.33	$ 78.57	$ 56.99	$ 80.92	$ 58.41	$ 82.95

APPENDIX B-2026 HEALTH INSURANCE PLANS

2026 Employer and Employee Contribution for Health Insurance Premiums

2026 Plan Year: January 1 - December 31, 2026

Medica Health Insurance Rates

Employer Contribution and Employee Cost for Family Coverage

**includes preventative 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 preventative 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**

LABOR AGREEMENT

BETWEEN

THE COUNTY OF WRIGHT

AND

MINNESOTA TEAMSTERS PUBLIC AND LAW ENFORCEMENT EMPLOYEES' UNION, LOCAL NO. 320

SHERIFF ESSENTIAL SUPERVISORY UNIT

JANUARY 1, 2026- DECEMBER 31, 2028

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LABOR AGREEMENT

BETWEEN

THE COUNTY OF WRIGHT

AND

MINNESOTA TEAMSTERS PUBLIC AND LAW

ENFORCEMENT EMPLOYEES' UNION, LOCAL NO. 320

ARTICLE 1 - PURPOSE OF AGREEMENT

This AGREEMENT is entered into as of January 1, 2023, between the COUNTY OF WRIGHT, hereinafter referred to as the EMPLOYER, and the MINNESOTA TEAMSTERS PUBLIC AND LAW ENFORCEMENT EMPLOYEES' UNION, LOCAL NO. 320, hereinafter referred to as the UNION.

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 UNION as the exclusive representative, under Minnesota Statutes, 179A.12, Subdivision 3, for all Sheriff supervisory personnel in the following job classifications:

Captain Lieutenant Assistant Jail Administrator
Captain/Jail Administrator

2.2 In the event the EMPLOYER and the UNION 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.

ARTICLE 3 - DEFINITIONS

3.1 UNION: The Minnesota Teamsters Public and Law Enforcement Employees' Union, Local No. 320.

3.2 UNION MEMBER: A member of the Minnesota Teamsters Public and Law Enforcement Employees' Union, Local No. 320.

3.3 EMPLOYEE: A member of the exclusively recognized bargaining unit.

3.4 DEPARTMENT: The Wright County Sheriff's Department.

3.5 EMPLOYER: County Board of Commissioners.

3.6 SHERIFF: The Sheriff of the Wright County Sheriff's Department.

3.7 UNION OFFICER: Officer elected or appointed by the Minnesota Teamsters Public and Law Enforcement Employees' Union, Local No. 320.

3.8 SCHEDULED SHIFT: A consecutive work period including a lunch and rest breaks.

3.9 REST BREAKS: Periods during the SCHEDULED SHIFT during which an Employee remains on continual duty and is responsible for assigned duties.

3.10 LUNCH BREAK: A 30-minute unpaid period during the SCHEDULED SHIFT.

3.11 STRIKE: Concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slow- down or abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purposes of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment.

3.12 PERMANENT EMPLOYEE: A member of the exclusively recognized bargaining unit as defined in ARTICLE II, Section 1, herein, who has completed a probationary period and is working more than fourteen (14) hours per week or more than sixty-seven (67) days per year.

3.13 CONTINUOUS SERVICE: Full-time 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, if return was upon recall, as established by the EMPLOYER.

3.14 DAYS: Unless otherwise indicated, this means working days.

3.15 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.

3.16 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.

3.17 PROBATIONARY PERIOD: The first one (1) year (a minimum of 2080 working hours) of service for a newly hired or rehired employee which may be extended by the Sheriff.

3.18 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 designated representative.

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

ARTICLE 4 - EMPLOYER SECURITY

The UNION agrees that during the life of this AGREEMENT the UNION 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.

ARTICLE5 - EMPLOYER AUTHORITY

5.1 The EMPLOYER retains the full and unrestricted right to operate and manage all manpower, 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 this AGREEMENT.

5.2 Any term and condition of employment not specifically established or modified by this AGREEMENT shall remain solely within the discretion of the EMPLOYER to modify, establish or eliminate.

ARTICLE 6 - UNION 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 UNION dues. Such monies shall be remitted monthly to the designated representative of the UNION.

6.2 The UNION may designate Employees from the bargaining unit to act as Steward and an alternate and shall inform the EMPLOYER in writing of such choice and changes in the position of Steward and/or alternate.

6.3 The EMPLOYER shall make space available on the Employee bulletin board for posting of UNION notice(s) and announcement(s).

6.4 The UNION 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 this 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 the specific terms and conditions of this AGREEMENT. The County has a right of evaluation and oral or written reprimands, and they shall not be just cause for grievance.

7.2 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 as provided by Article 6.2 of this AGREEMENT.

7.3 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 a 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 that 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.

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 Employee's supervisor as designated by the EMPLOYER. The EMPLOYER designated representative 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 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. A grievance unresolved in Step 3 and appealed to Step 4 by the UNION shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Minnesota Bureau of Mediation Services. However, a grievance arbitration for written disciplinary action, discharge or termination shall include the arbitrator selection procedures established in Minnesota Statutes 626.892.

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 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 laws. 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.

7.6 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 the 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 UNION 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 an Employee who has completed the required probationary period, the grievance may be appealed either to Step 4 of ARTICLE VII, or a procedure such as Veterans' Preference or Human Rights if by law they can appeal. If appealed to any procedure other than Step 4 of ARTICLE VII, the grievance is not subject to the arbitration procedure as provided in Step 4 of ARTICLE VII. The aggrieved Employee shall indicate in writing which procedure is to be utilized--Step 4 of ARTICLE VII 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 VII. *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 overruled, the italicized portion of this section shall be deleted.

ARTICLE 8 - SAVINGS CLAUSE

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 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 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 shall be determined by the Employee's length of continuous employment with the Sheriff's Department and posted in an appropriate location. Seniority rosters may be maintained by the Sheriff on the basis of time in grade and time within specific classifications.

9.2 During the probationary period a newly hired or rehired Employee may be discharged at the sole discretion of the EMPLOYER. During the probationary period a promoted or reassigned Employee may be replaced in the Employee's previous position at the sole discretion of the EMPLOYER.

9.3 A reduction of work force will be accomplished on the basis of seniority. Employees shall be recalled from lay off on the basis of seniority. An Employee on lay off shall have an opportunity to return to work within one year of the time of the Employee's lay off before any new employee

is hired.

9.4 Senior Employees will be given preference with regard to transfer, job classification assignments and promotions when the job-relevant qualifications of Employees are equal.

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, or
E. Discharge.

10.2 Suspensions, demotions and discharges will be in written form.

10.3 Written reprimands, 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 UNION will receive a copy of such reprimands and/or notices.

10.4 Employees may examine their own individual personnel file at reasonable times under the direct supervision of the Employer.

10.5 Employees will not be questioned concerning an investigation of disciplinary action unless the Employee has been given an opportunity to have a UNION Representative present at such questioning.

10.6 Grievances relating to this Article shall be initiated by the UNION in Step 3 of the grievance procedure under ARTICLE VII.

ARTICLE 11 - WORK SCHEDULES

Scheduling shall be at the discretion of the EMPLOYER.

ARTICLE 12 - INSURANCE

12.1 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 70% of the health insurance premium increase.

There will be no opt-out provision for employees eligible for the County health plan. At a minimum, all employees will have to carry single health insurance coverage. Health insurance coverage is available the first of the month following the hire date.

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 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.

12.6 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 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 - UNIFORMS

13.1 Employees who are required by the EMPLOYER to wear uniforms shall receive a clothing allowance of $1,150.00 in 2026; $1,200.00 in 2027; and $1,250.00 in 2028. Payment for such allowance shall be payable in January of each year.

ARTICLE 14 - HOLIDAYS

14.1 All permanent and full-time probationary Employees shall be eligible for eighty (80) hours of holiday pay.

14.2 Employees scheduled to work their scheduled shift on one of the holidays listed below shall receive an additional day off at no loss of pay.

New Year's Day	January 1
Martin Luther King, Jr. Day	2nd Monday in January
Presidents' Day	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	1st Monday in September
Veterans' Day	November 11
Thanksgiving Day	4th Thursday in November

Day After Thanksgiving	Friday following Thanksgiving
Christmas Day	December 25th

14.3 Floating Holiday. The Floating Holiday is to be taken off during the calendar year in which it is earned.

In addition to the recognized holidays previously listed, eligible employees will receive twelve 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 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 15 – PAID TIME OFF

15.1 Employees will be provided paid time off in accordance with Wright County Personnel Policy 301. In the event Wright County Policy 301 is modified by the County in the future, the modification will automatically apply to the bargaining unit unless it results in a reduction of benefit to the employee. In the event of a future policy modification that results in a reduction of PTO benefit, employees in the bargaining unit will continue to receive the benefits outlined in the policy immediately prior to the modification.

15.2 **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.

15.3 **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.

15.4 **Bereavement Leave** will be granted for the death in the immediate family to a maximum of three (3) days, at the Sheriff's discretion. Immediate family shall be defined in accordance with County Policy.

ARTICLE 16 - INJURY ON DUTY

Employees injured while on duty through no fault of the Employee shall be paid the difference between the Employee's regular rate of pay and any Worker's Compensation benefits for a period not to exceed sixty (60) working days beginning with the fourth (4th) working day of such injury. Such time shall not be charged against the Employee's PTO or other accumulated benefits.

ARTICLE 17 - SEVERANCE PAY

17.1 An Employee whose employment is terminated due to retirement, disability, permanent lay off, or other honorable conditions, shall be granted severance pay in the form of a payout of accrued and unused PTO and Extended Sick Leave Bank (ESLB) leave as provided in Personnel Policy 301.

17.2 An Employee who is terminated for cause shall lose all severance benefits.

ARTICLE 18 - LEAVES OF ABSENCE

Employees may be granted a leave of absence upon request of the EMPLOYEE at the sole discretion of the EMPLOYER.

Family and Medical Leave Act: Employees shall be eligible for leaves of absence in accordance with the Federal Family Medical Leave Act, applicable State statutes, and County Policy.

ARTICLE 19 - GENERAL PROVISIONS

19.1 Employees below the range maximum will be eligible for range movement of 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.

19.2 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 **5%** over the employee's base. A licensed Wright County Deputy or Sergeant promoted to a licensed Lieutenant position shall receive a pay adjustment that is a salary increase of 10% over the employee's base pay. In no event can a promotional increase exceed the maximum of the new salary range.

The Sheriff at his/her discretion may request approval of a higher starting salary increase in the event of a promotion for a deputy or sergeant that is promoted to a lieutenant or a lieutenant that is promoted to a captain position. The County Administrator must also approve all salary requests that are over 10% of the employee's base pay for a newly appointed lieutenant or captain.

19.3 Employees specifically required by the EMPLOYER to use the Employee's automobile for approved County business will be reimbursed at a rate equal to that rate paid to employees of the State of Minnesota.

19.4 Employees specifically required by the EMPLOYER to travel outside Wright County on approved County business will be reimbursed for meals by the County based on County policy.

19.5 The EMPLOYER will provide liability insurance coverage equivalent to that maintained for other County employees.

19.6 Effective the first day of the first full pay period following County Board approval of this Agreement, the County will pay ninety dollars ($90) for renewal of POST license every three years.

19.7 The Union acknowledges the County has a Drug and Alcohol Testing Policy, including random drug testing.

ARTICLE 20 - WAIVER

20.1 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.

20.2 The parties mutually acknowledge that during the negotiations which results 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 or conditions may not have been within the knowledge or contemplation of either or both the parties at the time this AGREEMENT was negotiated or executed.

ARTICLE 21 PAID PARENTAL LEAVE

21.1 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. In the event Wright County Policy 612 is modified by the County in the future, the modification will automatically apply to the bargaining unit unless it results in the elimination or reduction of benefit to the employee. In the event of a future policy modification that results in the elimination or a reduction of a paid parental leave benefit, employees in the bargaining unit will continue to receive the benefits outlined in the policy immediately prior to the modification.

ARTICLE 22 – MATCHING 457(B) DEFERRED COMPENSATION CONTRIBUTION

22.1 Effective January 1, 2023, Employees shall be eligible for matching 457(b) Deferred Compensation contribution, consistent with the terms outlined in Section 304.04 of the Wright County Personnel Policy Manual. In the event Wright County Policy 304.04 is modified by the County in the future, the modification will automatically apply to the bargaining unit unless it results in an elimination or a reduction of benefit to the employee. In the event of a future policy modification that results in the elimination or a reduction of benefit, employees in the bargaining unit will continue to receive the benefits outlined in the policy immediately prior to the modification.

ARTICLE 23 - DURATION

This AGREEMENT shall be effective as of the first day of January 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 _____, 2026.

FOR THE COUNTY OF WRIGHT

_____
Darek Vetsch
Chair, Board of Commissioners

_____
Greg Kryzer
County Administrator

Dated this___ day of _____, 2026

FOR TEAMSTERS, LOCAL NO. 320

_____
Amy Perusse
Business Manager

_____
Patrick O'Malley
Steward

Dated this ___ day of _____, 2026

APPENDIX A - ESSENTIAL SUPERVISORS WAGE SCALE

Grade	Title	2026 Minimum 2.5% Gen Adj	2026 Maximum 2.5% Gen Adj	2027 Minimum 3.0% Gen Adj	2027 Maximum 3.0% Gen Adj	2028 Minimum 2.5% Gen Adj	2028 Maximum 2.5% Gen Adj
16	Assistant Jail Administrator	$ 45.52	$ 64.64	$ 46.89	$ 66.58	$ 48.06	$ 68.24
17	Lieutenant	$ 47.80	$ 67.87	$ 49.23	$ 69.90	$ 50.46	$ 71.65
20	Captain/Sheriff's Office	$ 55.33	$ 78.57	$ 56.99	$ 80.92	$ 58.41	$ 82.95
	Captain/Jail Admin	$ 55.33	$ 78.57	$ 56.99	$ 80.92	$ 58.41	$ 82.95

APPENDIX B-2026 HEALTH INSURANCE PLANS

2026 Employer and Employee Contribution for Health Insurance Premiums

2026 Plan Year: January 1 - December 31, 2026

Medica Health Insurance Rates

Employer Contribution and Employee Cost for Family Coverage

**includes preventative 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 preventative 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**

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 Minnesota Teamsters Public and Law Enforcement Employees' Union, Local No. 320 ("Union") on behalf of the Sheriff's Office Essential Supervisory bargaining unit.

WHEREAS, the County began 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 effective 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 _____, 2026

FOR THE UNION:

_____
Amy Persusse, Business Agent

_____
Patrick O'Malley
Steward

Dated this ____ of _____ 2026

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 Minimum Grade-0%	2026 Maximum Grade-0%	2025 Adopted Min	2025 Adopted Max
16	465	440-475	Assistant Jail Administrator	Sheriff Supv	E	Sheriff	B129	$ 44.41	$ 63.06	$ 42.66	$ 59.75
17	495	476-519	Lieutenant	Sheriff Supv	E	Sheriff	B133	$ 46.63	$ 66.21	$ 45.23	$ 63.31
20	565	551-590	Captain	Sheriff Supv	E	Sheriff	B146	$ 53.98	$ 76.65	$ 50.82	$ 71.15
	570		Captain/Jail Administrator	Sheriff Supv	E	Sheriff	B147	$ 53.98	$ 76.65	$ 50.82	$ 71.15

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 AGREEMENT

This Memorandum of Agreement is entered between the County of Wright (hereafter "County") and Teamsters Local No. 320 Sheriff Essential Supervisor Unit (hereafter "Union") relating to off-duty law enforcement work.

WHEREAS, the County and the Union are parties to a collective bargaining agreement effective January 1, 2026, through December 31, 2028; and

WHEREAS, the parties have agreed to enter into a Memorandum of Agreement through December 31, 2028.

NOW, THEREFORE, the parties hereto have agreed as follows:

1. Effective January 1, 2026, through December 31, 2028, licensed members of the bargaining unit may participate in off-duty law enforcement work at the current maximum hourly rate for Sergeant as set forth in the Wright County Deputies Association collective bargaining agreement.

2. Participation of employees in off-duty law enforcement work shall occur through the normal course of business and normal process for the distribution of off-duty law enforcement work.

3. Licensed members of the bargaining unit shall not receive any preferential treatment related to selection for off-duty law enforcement work assignments.

4. Examples of what bargaining unit employees may participate in include: Athletic events, weddings, school dances, private parties, etc.

5. Bargaining unit employees may not participate in off-duty law enforcement work at the County Fair.

6. This Memorandum of Agreement shall automatically expire on December 31, 2028, unless the parties mutually agree to renew it.

7. This Memorandum of Agreement represents the full and complete agreement between the parties regarding this matter.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Agreement to be executed this _____ day of _____, 2026.

_____
Darek Vetsch
Chair, Board of Commissioners

_____
Amy Perusse
Business Agent

_____
Greg Kryzer
County Administrator

_____
Patrick O'Malley
Steward

Dated this___ day of _____, 2026

Dated this ___ day of _____, 2026

MEMORANDUM OF AGREEMENT
REGARDING ONE-TIME PAY ADJUSTMENT
FOR LIEUTENANTS

This Agreement is entered into by and between Wright County ("Wright County") and the Minnesota Teamsters Public and Law Enforcement Employees' Union, Local No. 320 ("Union") on behalf of the Sheriff's Office Essential Supervisory bargaining unit.

WHEREAS, the County began 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"), but raised concerns regarding salary compression affecting lieutenant positions;

WHEREAS, the parties agreed during negotiations to a one-time pay increase for lieutenant positions to address the Union's salary compression concerns.

NOW, THEREFORE, the parties agree as follows:

1. The County will implement a one-time five (5) percent pay increase for lieutenants effective March 1, 2026. This one-time pay increase will apply to hours worked on or after March 1, 2026. The individual rates of pay for lieutenants is shown on the attached Exhibit A.

2. The parties agree that Exhibit A correctly states the rate of pay all employees in the bargaining unit who will be eligible for the one-time hourly rate adjustment set forth in Paragraph 1. The parties further agree any calculation in Exhibit A is controlling and supersedes any other provision in the CBA or any other agreement between the parties. The parties have had sufficient time to review Exhibit A and assert it is correct in all aspects. If an error, omission, or miscalculation is later alleged to have been found in Exhibit A, the parties agree that the error, omission, or miscalculation was intentional.

3. This Memorandum of Agreement shall not constitute evidence of a precedent or past practice regarding any subsequent negotiations or matters between the parties.

4. The Union specifically agrees that it has reviewed the Exhibit A carefully and that Exhibit A reflects the hourly compensation changes that will be implemented pursuant to this Memorandum of Agreement. The parties agree that the Union shall not claim nor support any additional employees as being eligible for the adjusted amounts described above or as listed in Exhibit A. The parties further agree that the Union shall not claim nor support any allegation that the amounts listed in Exhibit A are incorrect. On behalf of itself and individual members of the bargaining unit, the Union specifically agrees that any grievance regarding the compensation increase addressed in this Memorandum of Agreement will be limited solely to disputes over whether the individuals listed on Exhibit A have received the hourly rate adjustment as set specifically forth in Exhibit A under the conditions

outlined in this Memorandum of Agreement. The Union expressly waives the right of itself or any bargaining unit member to file a grievance under the CBA challenging the amounts listed in Exhibit A, asserting individuals not listed in Exhibit A should have been included in Exhibit A, or that an individual should receive an hourly rate adjustment that differs from what is specifically outlined in Exhibit A. The Union will pay the County's costs, including attorney's fees, in the event a grievance is filed and found to violate this provision.

5. This Memorandum of Agreement constitutes the complete agreement of the parties with respect to the wage adjustment referenced herein. No promises, representations, or guarantees exist outside the express terms of this Memorandum of Agreement. The terms of this Memorandum of Agreement will control over any language to the contrary in the CBA. Except as specifically modified in this Memorandum of Agreement, the CBA will remain in full force and effect.

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 _____, 2026

FOR THE UNION:

_____
Amy Persusse, Business Agent

_____
Patrick O'Malley
Steward

Dated this ____ of _____ 2026

EXHIBIT A

Name	Job Class	Pay Rate as of December 31, 2025	Pay Rate Effective January 1, 2026 (2.5% General Wage Increase and 6% Range Penetration	Pay Rate- Effective March 1, 2026 (after 5% Pay Adjustment)
Michael Lindquist	Lieutenant	$63.31	$66.10	$67.87
Joshua Hinton	Lieutenant	$60.83	$63.56	$66.74
Albert Lutgens	Lieutenant	$63.31	$66.10	$67.87
Russel Erkens	Lieutenant	$60.83	$63.56	$66.74
Jeffrey McMackins	Lieutenant	$60.83	$63.56	$66.74
William Swan	Lieutenant	NA	$57.13 Starting Wage (Promoted to Lieutenant on March 1, 2026)	$59.99

WRIGHT COUNTY
MINNESOTA

Agenda Item

Destination and Workflow

Meeting Type: *
Board Meeting

Requestor Name
Marc Mattice

Requestor Title
Assistant County Administrator-Property Services

Department (please use dropdown to select department) *
ADMINISTRATION

Target Meeting Date *
3/17/2026 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
KAK4327

Item Details

Board Action Requested (this is what will appear on the Agenda) *
PUBLIC HEARING - 2026 Fees for Service Schedule Changes

Short Title (what will appear on Agenda outline - 250 character max.) *
PUBLIC HEARING - 2026 Fees for Service Schedule Changes

Value Stream the request primarily aligns with:
Optimize Civic Engagement

Briefly describe how the request aligns with the selected value stream.
Provide opportunity for public input on proposed fees.

Describe the impact on staffing resources.
Updating schedules published online and in print.

Fiscal Impact:

Background/Justification:
The Board of Commissioners approved the 2026 Fee Schedule at its Regular Meeting on November 4, 2025. Since that approval, three departments are requesting updates to their service fees, requiring revisions to the previously adopted schedule.

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
Fee Changes 3.17.2026.pdf	Attachment

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision
Approved

Notes

County Administrator Review

County Administrator Decision

Notes

2026 Fee Changes
March 17, 2026

Finance & Taxpayer Services

NEW FEE
CHANGED FEE
REMOVED FEE

Fee Title	2026 Current Fee	2026 Proposed Fee	Fee Charge Description & Relevant Statute or Ordinance if Applicable	Fee Justification
General				
All County Credit Card Processing Fee	2.49%	REMOVE FEE FROM SCHEDULE	fee, with a minimum of $1.80; fee subject to change based on processing fee established by processing company	-The fee is mandated by pass-through statutes, not set by the county -Other counties charge processor-based conveinece fees rather listing them in their fee schedules -The county is transitioning credit card processing from Forte to Tyler Payments -Statutes generally require the county to pass these processor fees on to customers -Most counties do not list these fees since they are imposed by the processor, not the county -Processor fees may change, and the county must pass along updated rates as relfected in the current schedule **Forte (Old) / Tyler Payments (New)** Processing Fee: 2.49%, $1.80 minimum / 2.50%, No minimum Debit card flat fee: $4, property tax only / N/A E-Check processing: $1.80 / $1
Credit Card Convenience Fee, License Center	2.49%		fee, with a minimum of $1.75 for License Center debit/credit card transactions, fee subject to change based on processing fee established by processing company	
Credit Card Convenience Fee, Property Tax Payments	2.49%		fee, with a minimum of $1.80; fee subject to change based on processing fee established by processing company	
	$4		flat fee for property tax debit card transactions	
	$1.80		flat fee for property tax E-Check transactions	

Health & Human Services

NEW FEE
CHANGED FEE
REMOVED FEE

Fee Title	2026 Current Fee	2026 Proposed Fee	Fee Charge Description & Relevant Statute or Ordinance if Applicable	Fee Justification
Social Service Fees				
Court Ordered Out-of-Home Placements - Non-Disabled Children	NEW		Statute 260C.331	Other Counties: Sherburne, Stearns charge actual cost or scale based on income (provided below) Cost Recover Fee estimated to be 25% 260C.331 COSTS OF CARE. Subdivision Care, examination, or treatment. ... (b) The court may order, and the responsible social services agency may require, the parents or custodian of a child, while the child is under the age of 18, to use income and resources attributable to the child for the period of care, examination, or treatment, except for clothing and personal needs allowance as provided in section 256B.35, to reimburse the county for the cost of care, examination, or treatment. Income and resources attributable to the child include, but are not limited to, Social Security benefits, Supplemental Security Income (SSI), veterans benefits, railroad retirement benefits and child support. When the child is over the age of 18, and continues to receive care, examination, or treatment, the court may order, and the responsible social services agency may require, reimbursement from the child for the cost of care, examination, or treatment from the income and resources attributable to the child less the clothing and personal needs allowance. Income does not include earnings from a child over the age of 18 who is working as part of a plan under section 260C.212, subdivision 1, paragraph (c), clause (12), to transition from foster care, or the income and resources that are needed to complete the requirements listed in section 260C.203. The responsible social services agency shall determine whether requiring reimbursement, either through child support or parental fees, for the cost of care, examination, or treatment from the parents or custodian of a child is in the child's best interests. In determining whether to require reimbursement, the responsible social services agency shall consider: (1) whether requiring reimbursement would compromise the parent's ability to meet the requirements of the reunification plan; (2) whether requiring reimbursement would compromise the parent's ability to meet the child's needs after reunification; and (3) whether redirecting existing child support payments or changing the representative payee of social security benefits to the responsible social services agency would limit the parent's ability to maintain financial stability for the child. For complete statute visit https://www.revisor.mn.gov/statutes/cite/260C.331

WRIGHT COUNTY HEALTH & HUMAN SERVICES

2026

COURT ORDERED OUT OF HOME PLACEMENT SLIDING FEE SCALE

ANNUAL AGI*	2 PERSONS	3 PERSONS	4 PERSONS	5 PERSONS	6 PERSONS	7+ PERSONS
0-$21,639	WAIVE	WAIVE	WAIVE	WAIVE	WAIVE	WAIVE
$21,640-$27,319	$ 25.00	WAIVE	WAIVE	WAIVE	WAIVE	WAIVE
$27,320-$32,999	$ 50.00	$ 25.00	WAIVE	WAIVE	WAIVE	WAIVE
$33,000-$38,679	$ 75.00	$ 50.00	$ 25.00	WAIVE	WAIVE	WAIVE
$38,680-$44,359	$ 100.00	$ 75.00	$ 50.00	$ 25.00	WAIVE	WAIVE
$44,360-$50,039	$ 200.00	$ 100.00	$ 75.00	$ 50.00	$ 25.00	WAIVE
$50,040-$55,719	$ 300.00	$ 200.00	$ 100.00	$ 75.00	$ 50.00	$ 25.00
$55,720-$61,399	$ 400.00	$ 300.00	$ 200.00	$ 100.00	$ 75.00	$ 50.00
$61,400-$67,079	$ 450.00	$ 400.00	$ 300.00	$ 200.00	$ 100.00	$ 75.00
$67,080-$72,759	$ 500.00	$ 450.00	$ 400.00	$ 300.00	$ 200.00	$ 100.00
$72,760-UP	$ 550.00	$ 500.00	$ 450.00	$ 400.00	$ 300.00	$ 200.00

Child in out of home placement is counted in the household size.
*From Federal Income Taxes or verified income
*Each additional family member add $5,680
*Scale based on Federal Poverty Guideline

Parks & Recreation				NEW FEE CHANGED FEE REMOVED FEE
Fee Title	**2026 Current Fee**	**2026 Proposed Fee**	**Fee Charge Description & Relevant Statute or Ordinance if Applicable**	**Fee Justification**
Camping				
Camp Site (Seasonal)	County Resident $2,100 Non-resident $2,640	County Resident $2,100 Non-resident $2,640	per season	The Parks and Recreation Commission and Wright County Board both voted to do away with this fee starting in 2026
Dump Station (Non-campers)	$5 per time $75 per season	$5 per day		Replacing the per-time and per-season fee with a single daily fee reduces opportunities for users to overuse or misuse dumping privileges. A daily structure creates a consistent, easily enforceable limit, discourages repeated or excessive dumping in a short period, and aligns the fee with actual facility use.
Rentals				
Special Event Fee	NEW	$200	per event	All neighboring counties charge special event fees that vary by venue and event, and neither the fee nor the service is mandated. Implementing a special event fee would help recover 50-100% of associated staff time and generate an estimated $2,000 annually.
Environmental Education				
Custom Programming for Environmental Education Programs	Regular Hours $35 After Hours $60	$75.00	per hour, per staff, plus supplies & materials	Other counties charge for custom programming, and combine the regular and after hour rates into one $75 per hour rate. Shifting from regular hours rate and after hours to one houryl rate allows the county to recover the full cost of providing these programs, including staff time, with an estimated $2,000 in annual revenue.

WRIGHT COUNTY
MINNESOTA

Agenda Item

Destination and Workflow

Meeting Type: *
Board Meeting

Requestor Name
Marc Mattice

Requestor Title
Assistant County Administrator-Property Services

Department (please use dropdown to select department) *
ADMINISTRATION

Target Meeting Date *
3/17/2026 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
KAK4327

Item Details

Board Action Requested (this is what will appear on the Agenda) *
Approve Wright County 2026 Fees for Service Changes

Short Title (what will appear on Agenda outline - 250 character max.) *
Approve Wright County 2026 Fees for Service Changes

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
Fee Changes 3.17.2026.pdf	Attachment

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision
Approved

Notes

County Administrator Review

County Administrator Decision

Notes

2026 Fee Changes
March 17, 2026

Finance & Taxpayer Services				NEW FEE CHANGED FEE REMOVED FEE
Fee Title	**2026 Current Fee**	**2026 Proposed Fee**	**Fee Charge Description & Relevant Statute or Ordinance if Applicable**	**Fee Justification**
General				
All County Credit Card Processing Fee	2.49%	REMOVE FEE FROM SCHEDULE	fee, with a minimum of $1.80; fee subject to change based on processing fee established by processing company	-The fee is mandated by pass-through statutes, not set by the county -Other counties charge processor-based conveinece fees rather listing them in their fee schedules -The county is transitioning credit card processing from Forte to Tyler Payments -Statutes generally require the county to pass these processor fees on to customers -Most counties do not list these fees since they are imposed by the processor, not the county -Processor fees may change, and the county must pass along updated rates as relfected in the current schedule **Forte (Old) / Tyler Payments (New)** Processing Fee: 2.49%, $1.80 minimum / 2.50%, No minimum Debit card flat fee: $4, property tax only / N/A E-Check processing: $1.80 / $1
Credit Card Convenience Fee, License Center	2.49%		fee, with a minimum of $1.75 for License Center debit/credit card transactions, fee subject to change based on processing fee established by processing company	
Credit Card Convenience Fee, Property Tax Payments	2.49%		fee, with a minimum of $1.80; fee subject to change based on processing fee established by processing company	
	$4		flat fee for property tax debit card transactions	
	$1.80		flat fee for property tax E-Check transactions	

Health & Human Services

NEW FEE
CHANGED FEE
REMOVED FEE

Fee Title	2026 Current Fee	2026 Proposed Fee	Fee Charge Description & Relevant Statute or Ordinance if Applicable	Fee Justification
Social Service Fees				
Court Ordered Out-of-Home Placements - Non-Disabled Children	NEW		Statute 260C.331	Other Counties: Sherburne, Stearns charge actual cost or scale based on income (provided below) Cost Recover Fee estimated to be 25% 260C.331 COSTS OF CARE. Subdivision Care, examination, or treatment. ... (b) The court may order, and the responsible social services agency may require, the parents or custodian of a child, while the child is under the age of 18, to use income and resources attributable to the child for the period of care, examination, or treatment, except for clothing and personal needs allowance as provided in section 256B.35, to reimburse the county for the cost of care, examination, or treatment. Income and resources attributable to the child include, but are not limited to, Social Security benefits, Supplemental Security Income (SSI), veterans benefits, railroad retirement benefits and child support. When the child is over the age of 18, and continues to receive care, examination, or treatment, the court may order, and the responsible social services agency may require, reimbursement from the child for the cost of care, examination, or treatment from the income and resources attributable to the child less the clothing and personal needs allowance. Income does not include earnings from a child over the age of 18 who is working as part of a plan under section 260C.212, subdivision 1, paragraph (c), clause (12), to transition from foster care, or the income and resources that are needed to complete the requirements listed in section 260C.203. The responsible social services agency shall determine whether requiring reimbursement, either through child support or parental fees, for the cost of care, examination, or treatment from the parents or custodian of a child is in the child's best interests. In determining whether to require reimbursement, the responsible social services agency shall consider: (1) whether requiring reimbursement would compromise the parent's ability to meet the requirements of the reunification plan; (2) whether requiring reimbursement would compromise the parent's ability to meet the child's needs after reunification; and (3) whether redirecting existing child support payments or changing the representative payee of social security benefits to the responsible social services agency would limit the parent's ability to maintain financial stability for the child. For complete statute visit https://www.revisor.mn.gov/statutes/cite/260C.331

WRIGHT COUNTY HEALTH & HUMAN SERVICES

2026

COURT ORDERED OUT OF HOME PLACEMENT SLIDING FEE SCALE

ANNUAL AGI*	2 PERSONS	3 PERSONS	4 PERSONS	5 PERSONS	6 PERSONS	7+ PERSONS
0-$21,639	WAIVE	WAIVE	WAIVE	WAIVE	WAIVE	WAIVE
$21,640-$27,319	$ 25.00	WAIVE	WAIVE	WAIVE	WAIVE	WAIVE
$27,320-$32,999	$ 50.00	$ 25.00	WAIVE	WAIVE	WAIVE	WAIVE
$33,000-$38,679	$ 75.00	$ 50.00	$ 25.00	WAIVE	WAIVE	WAIVE
$38,680-$44,359	$ 100.00	$ 75.00	$ 50.00	$ 25.00	WAIVE	WAIVE
$44,360-$50,039	$ 200.00	$ 100.00	$ 75.00	$ 50.00	$ 25.00	WAIVE
$50,040-$55,719	$ 300.00	$ 200.00	$ 100.00	$ 75.00	$ 50.00	$ 25.00
$55,720-$61,399	$ 400.00	$ 300.00	$ 200.00	$ 100.00	$ 75.00	$ 50.00
$61,400-$67,079	$ 450.00	$ 400.00	$ 300.00	$ 200.00	$ 100.00	$ 75.00
$67,080-$72,759	$ 500.00	$ 450.00	$ 400.00	$ 300.00	$ 200.00	$ 100.00
$72,760-UP	$ 550.00	$ 500.00	$ 450.00	$ 400.00	$ 300.00	$ 200.00

Child in out of home placement is counted in the household size.
*From Federal Income Taxes or verified income
*Each additional family member add $5,680
*Scale based on Federal Poverty Guideline

Parks & Recreation				NEW FEE CHANGED FEE REMOVED FEE
Fee Title	**2026 Current Fee**	**2026 Proposed Fee**	**Fee Charge Description & Relevant Statute or Ordinance if Applicable**	**Fee Justification**
Camping				
Camp Site (Seasonal)	County Resident $2,100 Non-resident $2,640	County Resident $2,100 Non-resident $2,640	per season	The Parks and Recreation Commission and Wright County Board both voted to do away with this fee starting in 2026
Dump Station (Non-campers)	$5 per time $75 per season	$5 per day		Replacing the per-time and per-season fee with a single daily fee reduces opportunities for users to overuse or misuse dumping privileges. A daily structure creates a consistent, easily enforceable limit, discourages repeated or excessive dumping in a short period, and aligns the fee with actual facility use.
Rentals				
Special Event Fee	NEW	$200	per event	All neighboring counties charge special event fees that vary by venue and event, and neither the fee nor the service is mandated. Implementing a special event fee would help recover 50-100% of associated staff time and generate an estimated $2,000 annually.
Environmental Education				
Custom Programming for Environmental Education Programs	Regular Hours $35 After Hours $60	$75.00	per hour, per staff, plus supplies & materials	Other counties charge for custom programming, and combine the regular and after hour rates into one $75 per hour rate. Shifting from regular hours rate and after hours to one houryl rate allows the county to recover the full cost of providing these programs, including staff time, with an estimated $2,000 in annual revenue.

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 *
3/17/2026 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) *
Award Contract Including Alternates To Custom Builders Inc. for Montissippi County Park Improvements

Short Title (what will appear on Agenda outline - 250 character max.) *
Award Contract Including Alternates To Custom Builders Inc. for Montissippi County Park Improvements

Value Stream the request primarily aligns with:
Develop County Infrastructure

Briefly describe how the request aligns with the selected value stream.
Improve the County's infrastructure through increasing access to park features and replacing aging infrastructure.

Describe the impact on staffing resources.
None

Fiscal Impact:
Budgeted and fully funded project through CIP.

Background/Justification:
These improvements have been identified as part of the Department's ADA Transition Plan and asset preservation program.

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
24 02-22 Exhibit C - Detailed Rendered Plan.pdf	Attachment
26 03-09 Montissippi Bid Award Recommendation.pdf	Attachment

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision

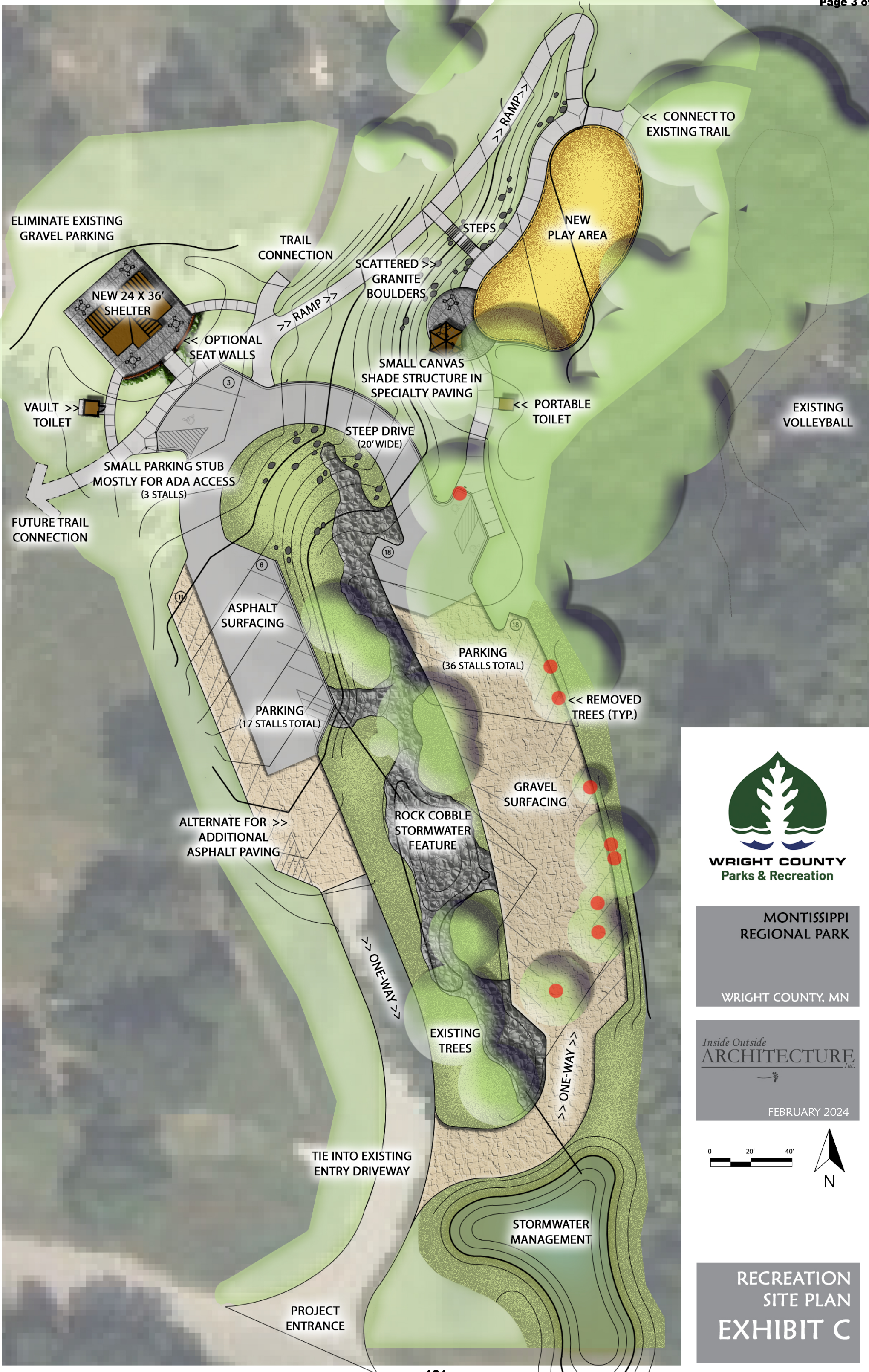
Approved

Notes

County Administrator Review

County Administrator Decision

Notes



WRIGHT COUNTY
Parks & Recreation

MONTISSIPPI
REGIONAL PARK

WRIGHT COUNTY, MN

Inside Outside
ARCHITECTURE Inc.

FEBRUARY 2024

0 20' 40'

N

RECREATION
SITE PLAN
EXHIBIT C

INSIDE OUTSIDE ARCHITECTURE, INC.

March 9, 2026

Ross Demant – Director
Wright County Parks & Recreation
3500 Braddock Ave NE
Buffalo, MN 55313
763-684-8446
ross.demant@co.wright.mn.us

Mr. Demant:

Bids were received for the above referenced project at 3:00 pm on March 5th, 2026. A total of eleven bids were submitted from a variety of qualified contractors. Bids results were favorable and places the project under budget at this time. A full synthesis of the bid results, compared to the previous IOA estimate, is attached. The total bids, ranked in order from low to high, are as follows:

Custom Builders	**$ 428,285.86**	**Apparent low BASE bidder**
G&M Companies	$ 450,802.05	plus $ 22,516.20
VADA Contracting	$ 497,766.50	plus $ 69,480.65
Blackstone Contracting	$ 503,347.31	plus $ 75,061.45
JL Theis, Inc.	$ 521,394.15	plus $ 93,108.29
Veit & Company	$ 522,180.20	plus $ 93,894.35
Johnson Companies	$ 524,420.00	plus $ 96,134.15
Clark Companies	$ 596,182.22	plus $ 167,896.37
McLafferty Contracting	$ 644,952.15	plus $ 216,666.30
Parkstone Contracting	$ 710,369.76	plus $ 282,083.91
KNB Contracting	$ 790,900.00	plus $ 362,614.15

The project was bid with a variety of Add Alternates that are part of the selection process. Because of the favorable bid results, IOA recommends accepting all three alternates at this time. There was not enough difference between the bidders to cause a change in the apparent low bidder when the totals below are added to the BASE BID.

ALTERNATE ITEM	**Custom Builders**	**G&M**	**VADA**
ADD Alternate A – Additional Asphalt Paving	$ 36,000.00	$ 36,289.40	$ 39,138.00
ADD Alternate B – Entry Road Gravel Surfacing	$ 7,600.00	$ 5,130.00	$ 14,586.00
ADD Alternate C – Entry Road Asphalt Surfacing	$ 16,000.00	$ 16,174.25	$ 10,373.00
ALTERNATE TOTALS	**$ 59,600.00**	**$ 57,594.15**	**$ 64,097.00**
	Plus $ 2,005.85	low	plus $ 6,502.85

Based on the above, the lowest three responsive bidders would be as follows:

NAME	**BASE BID**	**ALTERNATE**	**TOTAL**
Custom Builders, Inc.	**$ 428,285.86**	**$ 59,600.00**	**$ 487,885.86**
G&M Companies, LLC	$ 450,802.05	$ 57,594.15	$ 508,396.20
VADA Contracting, LLC	$ 497,766.50	$ 64,097.00	$ 561,863.50

If the County finds no objections with the qualifications or references for the apparent low bidder, the project award would be to **Custom Builders for a total of $487,885.86**. Please contact me with any questions.

Sincerely,

Paul Kangas - LA
Vice President
Director of Landscape Architecture

Attachments: Full Bid Synthesis

WRIGHT COUNTY
MINNESOTA

Agenda Item

Destination and Workflow

Meeting Type: *
Board Meeting

Requestor Name
Barry Rhineberger

Requestor Title
Planning & Zoning Administrator

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

Target Meeting Date *
3/17/2026 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) *
Adopt the Notice and Order for Denial of Application for Rezoning, with Findings, of Approximately 11.63 Acres (PID 208-200-362105) from Agricultural/Residential (AR) to Suburban Residential (a) (R2a)

Short Title (what will appear on Agenda outline - 250 character max.) *
Adopt the Notice and Order for Denial of Application for Rezoning, with Findings, of Approximately 11.63 Acres (PID 208-200-362105) from Agricultural/Residential (AR) to Suburban Residential (a) (R2a)

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 denial would be consistent with the County's US Hwy 12 Corridor Land Use Plan

Describe the impact on staffing resources.
NA

Fiscal Impact:
NA

Background/Justification:
The Wright County Planning Commission conducted four public hearings regarding the request to rezone 208-200-362105 from A/R to R2a. At the March 5, 2026 Planning Commission hearing, the Commission reviewed and recommended the County Board adopt the Notice and Order for Denial of the Application for Rezoning, with Findings.

Route for Review and Approval

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

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

Document Name	Attachment Type
luedke minutes.pdf	Attachment
luedke findings.pdf	Attachment
luedke staff reports.pdf	Attachment

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision
Approved

Notes

Legal Review

Legal Decision
Approved

Notes
CMB Reviewed by Brian Wold.

County Administrator Review

County Administrator Decision

Notes

8. **LEONARD E LUEDKE** – New
LOCATION: 11093 COUNTY ROAD 17 SE – THE NORTH 447.15 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 118, RANGE 25, Wright County, Minnesota. (Franklin Twp.) Tax #208-200-362105. Property Owner: LEONARD E LUEDKE

Petitions to rezone from Agricultural/Residential (A/R) to Suburban Residential-a (R-2a), as regulated in Sections 155.028, 155.047 & 155.051, Title XV, Land Usage & Zoning of the Wright County Code of Ordinances.

Present: Leonard Luedke

A. Rhineberger explained that the property is 11.63 acres located along County Road 17, south of Delano, in Franklin Township. The request is to rezone the parcel to Suburban Residential (r-2a), which is currently zoned Agricultural Residential (A/R). This zoning was established in 1999, with an associated subdivision that did not take place until 2022. The request is to rezone the 11.63 acres to R-2a with a concept plan creating two lots between 5.5 and 6 acres. Comments from the Highway Department stated they would require a shared access along the common property line, and any existing accesses would need to be removed and replaced with that shared access. No other comments were received. He spoke with a representative from the Township who stated that they did not make a recommendation at their last meeting but would be addressing it at the next meeting.

B. Luedke stated that at the Township meeting they were going to take a neutral position and leave the decision to the County, but someone suggested that the only guidelines they had to follow came from the County, and they did not feel they had the authority to override those guidelines. They were going to look into what their options were, as they were unsure how to proceed. They did not seem opposed to the request. Luedke noted that the reason he would like to subdivide is to provide his two children with their own parcels.

C. Mol stated that the Commission typically likes to hear the Township's recommendation, and since they are planning to discuss it at their next meeting, he asked the applicant if he was comfortable allowing time for the Township to respond. Luedke stated he would do whatever is needed. Borrell asked why, if the Township seemed to want the issue "punted," they should require the applicant to return just to force the Township to say something. Mol responded that if the Township wanted to punt, he would be fine making a decision, but what Rhineberger conveyed is that the Township planned to discuss it at their next meeting, and he did not want to take that opportunity away from them. Rhineberger stated that the Township board member he spoke with had indicated that because the item reached the Township for review, they thought the County was already supportive of the request. He explained that no such determination is made prior to a meeting and that the Commission relies heavily on the Township's recommendation. Their response was that they would be discussing it at the next meeting, so he agreed that allowing them time to review is appropriate.

D. No public comments.

E. Bravinder stated that he reviewed the minutes from 2000, when they attempted to split the property and remove it from the A/R district. The minutes stated that at the time, the property was designated for A/R, and it was intended to remain that way, so the request was denied. He noted that the surrounding area is much different now than it was in 2000. At that time, many properties were zoned General Agriculture, but now there are many smaller properties. He emphasized that a lot has changed in the area since 2000.

F. Mol asked the Commission if they had any additional questions or comments, or if they wished to continue the matter with a site inspection.

G. Bravinder moved to continue the matter to the December 18, 2025, meeting to allow time for township review and to conduct a site inspection. Motion seconded by Holland. VOTE: CARRIED UNANIMOUSLY

3. **LEONARD E LUEDKE** – Cont. 11/20

LOCATION: 11093 COUNTY ROAD 17 SE – THE NORTH 447.15 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 118, RANGE 25, Wright County, Minnesota. (Franklin Twp.) Tax #208-200-362105. Property Owner: LEONARD E LUEDKE

Petitions to rezone from Agricultural/Residential (A/R) to Suburban Residential-a (R-2a), as regulated in Sections 155.028, 155.047 & 155.051, Title XV, Land Usage & Zoning of the Wright County Code of Ordinances.

Present: no representative

A. Rhineberger noted that at the site inspection, the Township was there and indicated that they had not made a recommendation yet and would like to have another conversation with the applicant. It was noted that Mr. Luedke did request the item be continued to the January 15th meeting for the Township to finish their review and provide a recommendation.

B. Felger moved to continue the matter to January 15, 2026, for further Township review. Motion seconded by Holland.

VOTE: CARRIED UNANIMOUSLY

4. **LEONARD E LUEDKE** – Cont. 11/20 & 12/18

LOCATION: 11093 COUNTY ROAD 17 SE – THE NORTH 447.15 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 118, RANGE 25, Wright County, Minnesota. (Franklin Twp.) Tax #208-200-362105. Property Owner: LEONARD E LUEDKE

Petitions to rezone from Agricultural/Residential (A/R) to Suburban Residential-a (R-2a), as regulated in Sections 155.028, 155.047 & 155.051, Title XV, Land Usage & Zoning of the Wright County Code of Ordinances.

Present: Leonard Luedke

A. Rhineberger noted that the item was continued from the previous meeting to allow time for the Township to submit its recommendation. Franklin Township has submitted a recommendation of denial, citing that the request does not align with the Land Use Plan (LUP). Rhineberger stated this was the only additional information provided to staff.

B. Luedke stated that Franklin Township initially indicated the decision should be left to the County, as zoning decisions are a County matter rather than a Township matter. At the previous meeting, the Township stated that it has not approved similar requests in the past and that its recommendation for denial is based on precedent rather than a site-specific evaluation of this particular property.

C. No public comments.

D. Holland stated that she generally supports Township recommendations and believes that precedent has been established. She expressed concern about a potential domino effect, where approval could lead to additional properties being subdivided into smaller lots. For those reasons, she stated she is not in favor of the request.

E. Borrell noted that approximately one-half mile down the road there is an existing platted development. Holland responded that the development was approved in the 1970s. Borrell stated that the existing development may indicate the property fits better within the surrounding area and expressed that he is leaning toward approval.

F. Bravinder stated that he typically defers to Township recommendations on zoning-related matters. He noted that more than 25 years ago a similar request involving this property was denied. He referenced the properties directly across the road, noting their lot sizes have existed in that configuration for a long time. Bravinder stated he could consider the request as infill development based on surrounding conditions and indicated he is leaning toward approval.

G. Holland commented that it would be beneficial for the City of Delano and Franklin Township to begin discussions regarding orderly annexation areas. Rhineberger stated it is his understanding that such discussions have occurred for some time, but no agreement has been reached.

H. Mol stated that based on his experience with annexation discussions in Clearwater Township, these situations can be difficult, as Townships are attempting to manage growth while Cities are seeking areas for residential expansion. He noted that although there are some smaller lots in the area, the subject property is not designated in the LUP for smaller lots. Mol emphasized that the Township is asking the Commission not to allow smaller lots in this area, and he does not want to establish a precedent that conflicts with the LUP. Mol also noted that only four Commission members are present, resulting in an even number with no tie-breaking vote. Borrell suggested that, given this, the item may need to be continued to a future meeting.

I. Borrell noted that if the City of Delano were to annex the property, it is likely that more than two homes could be developed. Mol stated he is considering the issue primarily from the Township's perspective rather than the City's. Based on his experience as a Township supervisor, he noted that it is not easy for a Township to issue a formal recommendation of denial, and that such a recommendation carries significant weight for him. Holland added that in speaking with the District 5 County Commissioner, the preference is to follow the Township's recommendation due

to concerns about a domino effect of similar rezoning requests. She expressed appreciation for orderly annexation agreements, such as those between Monticello City and Township, and suggested that requests like this may encourage Delano and Franklin Township to reach an agreement.

J. Rhineberger noted that there is additional time to consider the request, as the applicant has signed a 120-day waiver. Mol stated that the item could be continued to the following month. Holland asked whether there was an option to forward the item directly to the County Board, which Mol stated would not be his preference. Holland noted that further discussion could occur at the February meeting when a full Commission, or at least an odd number of members, is present.

K. Holland moved to continue the item to the February 12 meeting to allow for further discussion. The motion was seconded by Borrell.

VOTE: CARRIED UNANIMOUSLY

WRIGHT COUNTY PLANNING COMMISSION
Meeting of: February 12, 2026
MINUTES

The Wright County Planning Commission met on Thursday, February 12, 2026, in the County Commissioners Board Room at the Wright County Government Center, Buffalo, Minnesota. Dan Mol, Chairman, called the meeting to order at 6:30 p.m. with members present: Dan Bravinder, Randy Wilson, Troy Beise and Pat Mahlberg. Absent was Jeanne Holland & Charlie Borrell. Brian Wold, Assistant County Attorney, was the legal counsel and Barry Rhineberger, Planning & Zoning Administrator were present.

Chairman Mol introduced & welcomed two new Board Members - Randy Wilson and Troy Beise.

ACTION ON JANUARY 15, 2026, MINUTES

Bravinder motioned to adopt the minutes for the January 15, 2026, meeting as printed. Seconded by Mol.

VOTE: CARRIED UNANIMOUSLY Abstained: Randy Wilson & Troy Beise

PUBLIC HEARINGS:

1. **LEONARD E LUEDKE** – Cont. 11/20, 12/18 & 1/15

LOCATION: 11093 COUNTY ROAD 17 SE – THE NORTH 447.15 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 118, RANGE 25, Wright County, Minnesota. (Franklin Twp.) Tax #208-200-362105. Property Owner: LEONARD E LUEDKE

Petitions to rezone from Agricultural/Residential (A/R) to Suburban Residential-a (R-2a), as regulated in Sections 155.028, 155.047 & 155.051, Title XV, Land Usage & Zoning of the Wright County Code of Ordinances.

Present: Leonard Luedke

A. Rhineberger had nothing new to add since previous meetings, noting only that at the last meeting the Commission's discussion appeared to be leading toward a split vote. At that time, there were only four members present, so the item was continued for further discussion and deliberation.

B. Luedke added his comments stating this was the 7th public hearing about this variance. Meaning his neighbors had been notified seven times about the situation. He made the point that neighbors tend to be the first to object to change, yet in the six meetings, not one of them had been present to voice concerns. He said Franklin Township objected based on county guidelines, which they stated they always follow. Luedke felt most obstacles to development are extending sewers, standing water and getting adequate roadways, none of which apply to his project and his septic had already been approved. Luedke said he had a unique parcel as it is surrounded by houses, one behind on each end and seven across the street. He was not asking to split up farmland, but that a large plot be made compatible with the surrounding plots even though those were plotted a long time ago. Luedke's plot now in the middle of those and it is an old neighborhood. Luedke felt the division has nothing to do with what is happening in the rest of the county and is instead a neighborhood situation where no neighbor has objected to it.

C. There were no public comments.

D. Wilson asked the applicant if there were any crops currently on the property. Luedke responded that soybeans were planted and that approximately six acres were in cropland. Wilson also asked if there was additional information regarding why the Township denied the request. Bravinder replied that the Township referenced its Land Use Plan, which designates the property and land to the south as Agricultural Residential.

E. Bravinder stated that taking into consideration the discussion from the last meeting, he did not see a big problem with this division due to the lots around it being divided similarly. However, he noted that the Township should be able to rely on its Land Use Plan as intended, which left him conflicted. Rhineberger added that the Township's response and notes were included in the Commission's information packet for reference.

F. Mol expressed concern that approval of the proposed division and rezoning to R2A could lead to similar requests for smaller lots in the surrounding area, referencing existing 10-acre parcels identified on the zoning map. He emphasized that the issue was not precedent-setting, but rather consistency with the County's Land Use Plan, which serves as a guiding policy document for the Commission. Mol stated that without clearly defined reasons demonstrating the applicant's situation as unique or rare, he was hesitant to support a deviation from the Land Use Plan.

G. Mahlberg discussed whether the proposed division could be considered infill or transitional development, noting it would make more sense if the parcel were adjacent to an established residential area with similarly sized lots. Based on the zoning map and surrounding property sizes, he stated he did not believe the parcel met that condition. Mahlberg identified his primary concern as the mixed lot sizes surrounding the applicant's parcel, observing that while a few smaller parcels exist to the east and west, the predominant pattern to the south and northeast consists of 10-acre lots. Although he acknowledged the absence of opposition from neighboring property owners, Mahlberg emphasized that public sentiment is not the main determining factor for zoning decisions, which must instead be evaluated against zoning criteria and development patterns. He reiterated that the key question was whether the parcel truly functions as infill within an already established smaller-lot area. Bravinder concurred with Mahlberg's observations regarding the variation in lot sizes to the north and south of the property and stated that he also found it difficult to determine where the transition in development pattern occurs.

H. Wilson questioned the proximity of smaller parcels across the roadway in contrast to the larger surrounding properties and asked at what point the development pattern should be viewed as transitioning from smaller residential lots to larger rural parcels.

I. Motion made by Wilson to close the public hearing and direct the council to prepare findings based on the record and discussion, consistent with the denial of the request and continue the matter to the March 5th, 2026 hearing. Motion seconded by Mahlberg.

VOTE:
Aye: Mol, Wilson, Mahlberg & Beise Nay: Bravinder

MOTION CARRIED

WRIGHT COUNTY PLANNING COMMISSION
Meeting of: March 5, 2026
MINUTES

The Wright County Planning Commission met on Thursday, March 5, 2026, in the County Commissioners Board Room at the Wright County Government Center, Buffalo, Minnesota. Dan Mol, Chairman, called the meeting to order at 6:30 p.m. with members present: Dan Bravinder, Charlie Borrell, Troy Beise and Pat Mahlberg. Absent was Jeanne Holland & Randy Wilson. Brian Wold, Assistant County Attorney, was the legal counsel and Scott Deckert, Planning & Zoning Assistant Administrator were present.

PUBLIC HEARINGS:

1. **LEONARD E LUEDKE** – Cont. 11/20, 12/18, 1/15 & 2/12

LOCATION: 11093 COUNTY ROAD 17 SE – THE NORTH 447.15 FEET OF THE EAST HALF OF THE
NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 118, RANGE 25, Wright County, Minnesota. (Franklin
Twp.) Tax #208-200-362105. Property Owner: LEONARD E LUEDKE

Petitions to rezone from Agricultural/Residential (A/R) to Suburban Residential-a (R-2a), as regulated in Sections 155.028, 155.047 & 155.051, Title XV, Land Usage & Zoning of the Wright County Code of Ordinances.

Present: None

A. Deckert noted the item had been discussed several times and at the last hearing, the Commission continued the item for Staff to draft findings consistent with denial. The findings have been presented to the Commission.

B. Mahlberg moved to accept the Notice and Order for Denial of Application for Rezoning with Findings and forward the order and findings to the Wright County Board of Commissioners. Motion seconded by Beise.

DISCUSSION: Borrell noted that his feelings are that the request should be approved.

VOTE:

Aye: Mol, Mahlberg & Beise Nay: Borrell & Bravinder

MOTION CARRIED 3 to 2

WRIGHT COUNTY PLANNING COMMISSION
Meeting of: MARCH 5, 2026
Staff Report

The Wright County Planning Commission will meet on Thursday March 5, 2026 at **6:30 p.m.** in the County Commissioners Board Room at the Wright County Government Center, Buffalo, Minnesota to consider the following items:

ACTION ON FEBRUARY 12, 2026

PUBLIC HEARINGS:

1. **LEONARD E LUEDKE** – Cont. 11/20, 12/18 & 1/15
LOCATION: 11093 COUNTY ROAD 17 SE – THE NORTH 447.15 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 118, RANGE 25, Wright County, Minnesota. (Franklin Twp.) Tax #208-200-362105. Property Owner: LEONARD E LUEDKE

Petitions to rezone from Agricultural/Residential (A/R) to Suburban Residential-a (R-2a), as regulated in Sections 155.028, 155.047 & 155.051, Title XV, Land Usage & Zoning of the Wright County Code of Ordinances.

ACTION – At the last hearing, the Commission continued the item for Staff to draft findings consistent with denial. The findings have been presented to the Commission. Provided the Commission seeks no changes to the findings, Staff would recommend a motion: **To accept the Notice and Order for Denial of Application for Rezoning with Findings and forward the order and findings to the Wright County Board of Commissioners.**

STATE OF MINNESOTA
COUNTY OF WRIGHT

WRIGHT COUNTY BOARD OF COMMISSIONERS

ZONING CODE FILE NO. PR20250002768

In Regards to the Zoning Application of
Leonard E. Luedke

NOTICE AND ORDER FOR DENIAL OF APPLICATION FOR REZONING WITH FINDINGS

Please be on notice that your request to rezone approximately 11.63 acres of land in Franklin Township from Agricultural/Residential (A/R) to Suburban Residential (R-2a) based on your application submitted October 30, 2025, is **DENIED**. (Property Identification No: 208-200-362105)

The reasons for the denial are as indicated on the record during the hearings in this matter.

__X__ Written formal findings, as adopted at this hearing, are being provided to you along with this notice.

__X__ Other/ Summary of the Record is attached hereto. *See* Exhibit 1, Record Considered; Exhibit 2, Statement of Procedural History and Background; Exhibit 3, Legal Standards, Findings of Fact, and Conclusions; Exhibit 4, Conclusion and Certification.

Date of final hearing: March 17, 2026.

I certify that this Order, Findings and Exhibits, was adopted by a majority of the Wright County Board of Commissioners on March 17, 2026.

_____
Signature of Staff or County Board Chair

I certify that a copy of this Order, Findings and Exhibits, was provided to the Applicant (or their representative - circle if applicable) on:

Date Notice was provided to applicant or representative: _____

Served by _____
Signature of Staff or County Board Chair

EXHIBIT 1

RECORD CONSIDERED

The following record was reviewed in the preparation of these findings. The primary record is from the Planning Commission hearings held on November 20, 2025, December 18, 2025, January 15, 2026, February 12, 2026, March 5, 2026, and the final decision before the Wright County Board of Commissioners on March 17, 2026, and is found in Planning Commission File Code # PR20250002768. All items referenced below are located in the file held by the Wright County Office of Planning and Zoning as Code # PR20250002768.

Planning Commission File, Code # PR20250002768

1. Wright County Planning Commission Application, received October 30, 2025
2. Location Map
3. Notice of Public Hearing
4. Affidavit of Mailing, November 6, 2025
5. Affidavit of Publication, November 7, 2025
6. Blank Township Response Form
7. Completed Township Response Form, dated January 6, 2026
8. Concept Plan
9. Wright County Highway Department letter and access map
10. Site Survey
11. Land Use Map
12. Zoning Map
13. Continuance Request, December 17, 2025
14. Minn. Stat. § 15.99 120 Day Waiver, December 17, 2025
15. Continuation Notice and Minn. Stat. § 15.99 extension letter, November 21, 2025
16. Continuation Notice and Minn. Stat. § 15.99 extension letter, December 19, 2025
17. Continuation Notice and Minn. Stat. § 15.99 extension letter, January 16, 2026
18. Continuation Notice and Minn. Stat. § 15.99 extension letter, February 13, 2026
19. Preliminary Staff Report, November 20, 2025
20. Final Staff Report, November 20, 2025
21. Preliminary Staff Report, December 18, 2025
22. Final Staff Report, December 18, 2025
23. Preliminary Staff Report, January 15, 2026

24. Final Staff Report, January 15, 2026
25. Preliminary Staff Report, February 12, 2026
26. Final Staff Report, February 12, 2026
27. Wright County Planning Commission Minutes, November 20, 2025
28. Wright County Planning Commission Minutes, December 18, 2025
29. Wright County Planning Commission Minutes, January 15, 2026
30. Wright County Planning Commission Minutes, February 12, 2026
31. PowerPoint, November 20, 2025
32. PowerPoint, December 18, 2025
33. PowerPoint, January 15, 2026
34. PowerPoint, February 12, 2026
35. Site Inspection Agenda, December 8, 2025
36. All other documents and notices contained in the file

Prior Planning Commission Files

File # PR20220002046 – Subdivision Proceedings

File #00431 – Rezoning Proceedings

File # 994032 – Rezoning Proceedings

EXHIBIT 2

STATEMENT OF PROCEDURAL HISTORY AND BACKGROUND

1. On October 30, 2025, Leonard Luedke ("the Applicant") filed an application with the Wright County Office of Planning and Zoning to rezone approximately 11.63 acres of property in Franklin Township from Agricultural/Residential (A/R) to Suburban Residential (R-2a).

2. The application was scheduled for its first public hearing before the Wright County Planning Commission on November 20, 2025. Notice of Public Hearing was published on November 7, 2025. Notice of Public Hearing was mailed on November 6, 2025.

3. The application received its first public hearing on November 20, 2025, before the Wright County Planning Commission. Staff gave an overview of the proposal. The applicant also made a brief presentation. No public input was received upon the hearing opening to public comment. The matter was continued to December 18, 2025, for the Planning Commission to conduct a site inspection in the interim and to allow input from Franklin Township.

4. On December 8, 2025, the Planning Commission conducted a site inspection.

5. On December 18, 2025, the application received its second public hearing before the Planning Commission. The matter was again continued to await township input.

6. On January 6, 2026, the Franklin Township Board of Supervisors submitted a response in opposition to the rezoning, stating the Applicant's request does not follow the land use plan.

7. On January 15, 2026, the application received its third public hearing. After discussion on the merits, the hearing was continued to allow for broader commissioner attendance at the next hearing.

8. On February 12, 2026, the matter again came before the Planning Commission for consideration. After discussion, a motion was made and seconded by the Planning Commission to close the public hearing and direct counsel to prepare findings, based on the record and discussion, consistent with the denial of the request, and continue the matter to the March 5, 2026, Planning

Commission hearing. The motion carried on a 4-1 vote.

9. On March 5, 2026, the Planning Commission reviewed the proposed findings as presented by staff and recommended they be adopted by the Wright County Board of Commissioners.

10. The findings for denial were finalized by staff and petitioned onto the agenda for the March 17, 2026, meeting of the Wright County Board of Commissioners.

EXHIBIT 3

LEGAL STANDARDS, FINDINGS OF FACT, AND CONCLUSIONS

1. Minnesota Statute Chapter 394 vests Wright County and the Wright County Board of Commissioners with the authority to adopt official controls for the purpose of promoting the health, safety, morals, and general welfare of the community. This includes, among other things, "the power and authority to prepare and adopt by ordinance, a comprehensive plan." Minn. Stat. § 342.23.

2. Wright County has adopted official controls as defined in Minnesota Statute § 394.22, including a zoning ordinance, which itself includes the official zoning map. The County has also adopted a series of comprehensive land use plans pursuant to the authority provided to it by Chapter 394.

3. Under Minn. Stat. § 394.23, "[a] comprehensive plan or plans when adopted by ordinance shall be the basis for official controls adopted under the provisions of sections 394.21 to 394.37." Consistent with this requirement, official controls "are the means of translating into ordinances all or any part of the general objectives of the comprehensive plan." Minn. Stat. § 394.22, subd. 6.

4. The property the Applicant seeks to rezone is located in Franklin Township. Property in Franklin Township is guided by the US Highway 12 Corridor ("US 12") Land Use Plan ("the Land Use Plan"), which was adopted by the Wright County Board of Commissioners on February 8, 2011. It amended the 1988 Wright County Land Use Plan. One of the purposes of the Land Use Plan "is to provide a decision-making guide that will serve the best interests of the current and future citizens of Wright County as a whole, by controlling, not hindering, the growth of the County in a manner that best serves the public health, safety and welfare." US 12 Land Use Plan p. 3.

5. The US 12 Land Use Plan has not been amended since it was adopted on February 8, 2011.

6. The Applicant in this case is seeking to rezone approximately 11.63 acres from Agricultural/Residential (A/R) to Suburban Residential (R-2a). The property, located along County Highway 17 in Franklin Township, was created under a Conditional Use Permit for a seven-lot unplatted subdivision in September 2022. The Agricultural/Residential (A/R) zoning district was established through rezoning in 1999; a previous application to rezone the property to R-2a was submitted and subsequently dismissed in 2000.

7. Four of Wright County's zoning districts – Urban/Rural Transition (R-1), Suburban Residential (R-2a), Agricultural/Residential (A/R), and General Agriculture (AG) – are represented within a one-half-mile radius of the subject property. Rural Residential is the sole land use designation found within a one-half-mile radius.

8. The Land Use Plan established the following "major goals:"

1. *To make the most efficient and economical use of public funds and investments.*
2. *Provide a wide range of opportunity for urban and rural development.*
3. *To protect agricultural lands from encroachment by incompatible land uses.*
4. *To protect, preserve and enhance the quality of the natural environment and require development to take place in a manner that makes wise use of Wright County's resources without degradation.*
5. *To enhance the strength of the Wright County economy by supporting local industry and attracting quality jobs, enhancing tax base and new capital to the region.*
6. *To make improvements to the transportation system that balance travel, desired land uses and environmental factors by facilitating movement to and from regional highway facilities and support current and planned land use patterns.*

Id. at 57-62.

9. Rural Residential is defined in the US 12 Land Use Plan thusly:

> Designates those areas where a combination of agriculture, hobby farms and very large lot residential areas is deemed appropriate. The purpose is to provide a buffer between agricultural and other uses, and also to provide housing opportunities in a rural environment where large lot sizes and the rural atmosphere will be maintained. Existing land types may include large wooded areas, non prime farmland, pasture and other lands in areas not well suited to long term agricultural uses. Appropriate zoning may include Agricultural, Agricultural Residential, or, in unique circumstances, R-2(a). Rezoning from Agricultural to Agricultural Residential will be considered on a case by case basis, and not considered to be automatic, with the

> need for residential land, effect on nearby agricultural operations, the timing of the proposal in light of land uses in the area, and plan policies being prime considerations. Rezoning to R-1 or R-2 will only be considered for riparian lots on shorelands especially suited to residential development. Rezoning to R-2a may be appropriate in unique circumstances such as: infill for areas that are already developed in a similar manner; adjacent to developed areas with smaller lot sizes to serve as a transition, and; other unique situations which do not establish R-2a as a new zoning district in a previously "undeveloped" area.
>
> *Id*. at 73-74.

10. The determination in this matter must be whether those unique circumstances required to rezone to R-2a exist at the subject property.

11. The Applicant stated the purpose of the rezoning request was to provide his two children with their own parcels.

12. The Wright County Board of Commissioners, when it reviews a request for a rezoning designation, acts in a legislative capacity under its delegated police powers. *State, by Rochester Ass'n of Neighborhoods v. City of Rochester*, 268 N.W.2d 885, 888 (Minn. 1978), citing *Beck v. City of St. Paul*, 304 Minn. 438, 448, 231 N.W.2d 919, 925 (1975).

13. Unlike the zoning ordinances of many communities, Wright County's Zoning Ordinance is structured in a way that discourages piecemeal rezonings by setting a relatively high bar for the approval of any rezoning. Among the benefits of this approach are that (1) the comprehensive planning process used to periodically update Wright County's Land Use Plans tends have a greater lasting effect until it is followed by another comprehensive process to update the Plans, and (2) the relative difficulty of establishing a use outside of a district already zoned for it provides for a degree of continuity that encourages citizens to make investments in reliance upon the land use plan and the zoning ordinance. The purpose section of the US 12 Land Use Plan also contains language to that effect, stating: "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." US 12 Land Use Plan p. 2.

14. Section 155.028 of the Wright County Code of Ordinances ("WCCO") provides the following criteria for granting a zoning amendment:

> (1) The County Board of Commissioners may adopt amendments to this chapter and zoning maps in relation both to land uses within a particular district or to the location of the district lines.
>
> (2) Such amendments shall not be issued indiscriminately, but shall only be used as a means to reflect changes in the goals and policies of the community as reflected in the Policies Plan or changes in conditions in the county.

15. "Such amendments shall not be issued indiscriminately" means that a change to the zoning ordinance or map should not be approved simply because someone has requested it. This also means that such a change should not be approved whenever an applicant needs it to lawfully engage in a use at a particular location.

16. The zoning ordinance provides that an amendment to the zoning districts maps "shall only be used as a means to reflect changes in the goals and policies of the community as reflected in the Polices Plan or changes in the conditions of the County." WCCO § 155.028.

17. The Applicant has failed to demonstrate, to the Board's satisfaction, that the requested zoning amendment complies with section 155.028 of the Wright County Code of Ordinances.

18. The Applicant has not argued that the requested zoning amendment should be used as means to reflect "changes in the goals and policies of the community as reflected in the Policies plan." A significant *change* in the Policies plan – defined in the Zoning Ordinance to mean the land use plans – has not been made. Similarly, the Applicant has not argued that the requested zoning amendment should be used as means to reflect "changes in the conditions of the County."

19. To the contrary, the Applicant argued that his plot should be made compatible with surrounding properties that were plotted long ago. He stated his proposed division has nothing to do with what is happening in the rest of the county but is instead a neighborhood situation where no neighbor has objected.

20. Furthermore, the Applicant has failed to demonstrate, to the Board's satisfaction, that rezoning to R-2a is appropriate in this instance.

21. The unique circumstances required to rezone to R-2a – existing as infill for areas that are already developed in a similar manner, laying adjacent to developed areas with smaller lot sizes to serve as a transition, or constituting a unique situation that would not establish R-2a as a new zoning district in a previously undeveloped area – do not exist to the extent that rezoning is appropriate in this matter.

22. The proposed rezoning cannot be considered infill. While there are some small parcels east and west of the subject property, the north and south consist predominantly of 10-acre parcels similar to the Applicant's. Moreover, no true development pattern exists in the area, meaning the property cannot be considered as serving as transition from adjacent small properties.

23. The Planning Commission finds Franklin Township's recommendation in opposition to the rezoning persuasive. The property is not designated in the land use plan for smaller, R-2a lots. The township's interest in managing the area consistent with the Land Use Plan is notable.

EXHIBIT 4

Conclusion and Certification

The application of Leonard Luedke to rezone approximately 11.63 acres of land in Franklin Township from Agricultural/Residential (A/R) to Suburban Residential (R-2a) does not meet the criteria established under § 155.028 of the Wright County Code of Ordinances. The application for rezoning does not accurately reflect the goals and policies of the community as reflected in the US Highway 12 Corridor Land Use Plan or any changes in conditions in the County.

In light of the aforementioned, the application of Leonard Luedke to rezone approximately 11.63 acres of land in Franklin Township from Agricultural/Residential (A/R) to Suburban Residential (R-2a) as regulated in §§ 155.028, 155.047, and 155.051 of the Wright County Code of Ordinances is, and the same shall be, **DENIED**.

8. **LEONARD E LUEDKE** - New

LOCATION: 11093 COUNTY ROAD 17 SE – THE NORTH 447.15 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 118, RANGE 25, Wright County, Minnesota. (Franklin Twp.) Tax #208-200-362105. Property Owner: LEONARD E LUEDKE

Petitions to rezone from Agricultural/Residential (A/R) to Suburban Residential-a (R-2a), as regulated in Sections 155.028, 155.047 & 155.051, Title XV, Land Usage & Zoning of the Wright County Code of Ordinances.

(A) The subject property is approximately 11.63 acres and is located along County Highway 17 SE in Franklin Township. The property is currently zoned Agricultural/Residential (A/R) and is designated in the US Highway 12 Corridor Land Use Plan as Rural Residential. The property is relatively new, as it was created under a Conditional Use Permit for a 7-lot unplatted subdivision approved in September 2022. The current zoning district, A/R, was established through a prior rezoning approved in 1999. An application was submitted in 2000 to rezone the property to R2a, but that matter was dismissed (minutes attached).

(B) This request is to rezone the 11.63-acre property from Agricultural/Residential (A/R) to Suburban Residential-a (R-2a). The R2-a zoning district has a minimum lot size requirement of 5 acres. Additionally, the R2-a zoning district requires a minimum of 300 feet of road frontage (lot width) with 300 feet of depth off the required road frontage per lot. A concept plan has been submitted that illustrates a rough layout of what the property could look like as two lots.

(C) Wright County Planning & Zoning has not received a response from Franklin Township. Also, no other responses have been received.

(D) The US 12 Land Use Plan states: Rural Residential - "*Designates those areas where a combination of agriculture, hobby farms and very large lot residential areas is deemed appropriate. The purpose is to provide a buffer between agricultural and other uses, and also to provide housing opportunities in a rural environment where large lot sizes and the rural atmosphere will be maintained. Existing land types may include large wooded areas, non prime farmland, pasture and other lands in areas not well suited to long term agricultural uses.* ***Appropriate zoning may include Agricultural, Agricultural Residential, or, in unique circumstances, R-2(a).*** *Rezoning from Agricultural to Agricultural Residential will be considered on a case by case basis, and not considered to be automatic, with the need for residential land, effect on nearby agricultural operations, the timing of the proposal in light of land uses in the area, and plan policies being prime considerations. Rezoning to R-1 or R-2 will only be considered for riparian lots on shorelands especially suited to residential development.* ***Rezoning to R-2a may be appropriate in unique circumstances such as: infill for areas that are already developed in a similar manner; adjacent to developed areas with smaller lot sizes to serve as a transition, and; other unique situations which do not establish R-2a as a new zoning district in a previously "undeveloped" area.***"

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

- R-1 (Urban/Rural Transition): To the north, with access off County Road 17 SE, sit roughly 59 lots that were primarily created in the early 1970s, commonly known as "Krinkeville."
- R-2a (Suburban Residential-a): Located to the west of the subject property, 9 lots were subdivided as part of the Rice Lake Woods plat from 1978.
- A/R (Agricultural/Residential): Located on numerous properties in all directions, including adjacent.
- AG (General Agriculture): Found mostly north of County Road 17 SE, including adjacent.

The land use designation within a half-mile radius includes Rural Residential. No other designations are found within a half-mile.

- Rural Residential: Covers the entire area within a half-mile.

ACTION – Since this is the first hearing on the rezoning request, Staff is seeking direction from the Commission on how they would like to proceed. As with many rezoning requests, the Commission may request a site inspection to better assess the property.

The proposed rezoning may be consistent with the US Highway 12 Corridor Land Use Plan, which designates the area as Rural Residential. Therefore, the request to rezone the property to Suburban Residential-a (R-2a) may align with the broader planning goals if the Planning Commission finds this is a case “unique circumstances such as: infill for areas that are already developed in a similar manner; adjacent to developed areas with smaller lot sizes to serve as a transition, and; other unique situations which do not establish R-2a as a new zoning district in a previously "undeveloped" area.”
Staff is also awaiting a recommendation from Franklin Township.

Since the Township has not provided a recommendation on the proposed rezoning, staff would recommend continuation to allow the Township time to provide a recommendation. With a likely continuation, this would be a great opportunity to conduct a site inspection, if the Planning Commission deems it necessary. As such, depending on whether a site inspection is desired, either of the following motions would be appropriate.

To continue the matter to the December 18, 2025, meeting to allow time for township review and to conduct a site inspection.

Or

To continue the matter to the December 18, 2025, meeting to allow time for township review.

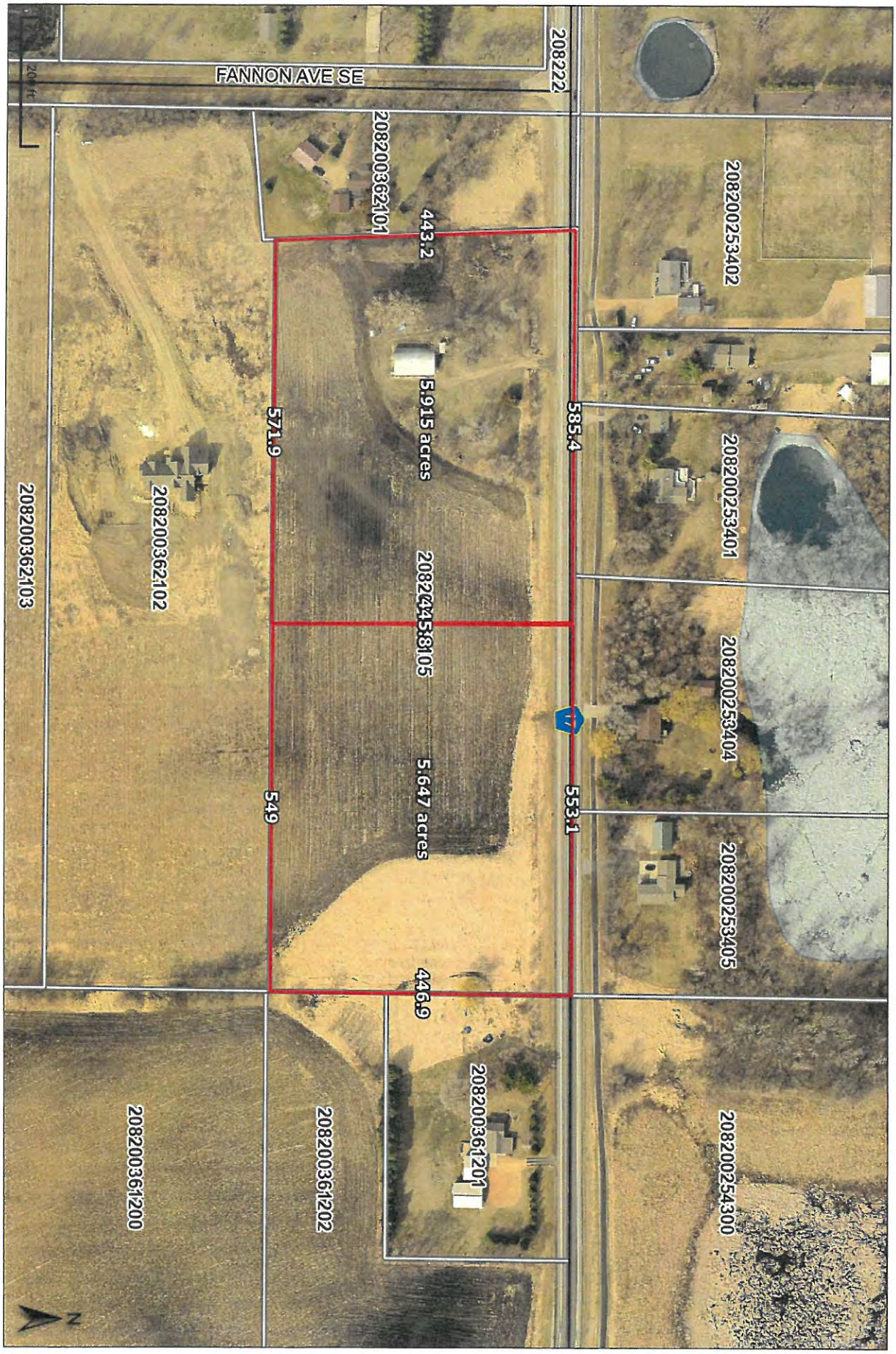
Luedke Land Use



Luedke Zoning



Luedke Concept Plan



Wright County
Highway Department
3600 Braddock Ave NE
Buffalo, MN 55313

Phone: (763)682-7383

Email:
HwyAdmin@wrightcounty
mn.gov

CHAD HAUSMANN, P.E.
Highway Engineer

SARA BUERMANN, P.E.
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Leonard,

Per our conversation, the Wright County Highway Department would require a shared access on the common boundary line if you were to divide parcel 208200362105 into two parcels. Also, there are two accesses already on this parcel and they would both have to be removed as well as part of the access permit process. Placement, culvert size, etc. will also be addressed once an access permit has been received in our office.

If you have any questions, please let me know.

Regards,
Adam Backes
Wright County Highway Department


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H. Russek suggested the Board might look at the site before making a decision on the rezoning to see if it fits. Generally, the Board considers R-1 zoning adjacent to the City limits where services are available. Denn agreed continuation is in order so this can be presented to the Township.

I. Russek moved to continue the petition to June 29, 2000 for a site inspection. Douglas seconded the motion.
VOTE: CARRIED UNANIMOUSLY

9. **LAKESONG CORP. Represented by Richard Bloom** - Cont. From 5/25/00 (MOTION)

LOCATION: Part of Gov't Lot 3, and part of the E l/2 of the NW l/4, Section 36, Township 118, Range 25, Wright County, Minnesota. (Rice Lake - Franklin Twp.) Tax #208-200-362100
Petitions to rezone from A/R Agricultural-Residential and part S-2 Residential-Recreational Shorelands to R-2a Suburban-Residential and part S-2 and a Conditional Use Permit for a residential plat (5 acre minimum lots) as regulated in Section 606.a & 612 of the Wright County Zoning Ordinance and Subdivision Regulations.

Present: Applicant not present

A. Russek moved the Commission recommends that the County Board deny the request for rezoning to Suburban Residential (a) (R-2a), and dismisses the petition for a conditional use permit as it does not comply with current zoning, based on the following considerations,: 1) the Commission is familiar with the property based on extensive hearings in 1999 and notes that the property was rezoned to Agricultural/Residential (A/R) in accord with the Land Use Plan at the request of the same applicant in May of 1999; 2) the current request does not comply with the Land Use Plan and would establish a residential density twice that proposed in the Plan; 3) although some nearby plats with higher densities do exist, these were created prior to the current Plan, do not surround the property and all rezoning actions in this area since the adoption of the current Plan have been to A/R, not R-2a; and, 4) the site is not in an urbanizing area, is located at least 2 ½ miles from the City of Delano and the current A/R zoning is the appropriate zoning district for the property. Millner seconded the motion.

VOTE: CARRIED UNANIMOUSLY

10. **Site inspection** On a motion by Russek, seconded by Douglas, all voted to set site inspections for June 26, 2000 at 1 p.m.

Meeting adjourned at 9:40 p.m.

Respectfully submitted,

Tom Salkowski
Planning & Zoning Administrator

2. **LAKESONG CORP. Represented by Richard Bloom** - Cont. From 4/27/00

LOCATION: Part of Gov't Lot 3, and part of the E 1/2 of the NW 1/4, Section 36, Township 118, Range 25, Wright County, Minnesota. (Rice Lake - Franklin Twp.) Tax #208-200-362100

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B. Millner moved to continue the matter to the end of the meeting to see if the applicant would show up. Salkowski asked if anyone was present in the audience regarding this item. Several people raised their hands.

Further discussion by the Board, resulted in Millner withdrawing his motion. Russek noted the Board must be careful not to extend beyond the 60 day period.
Zins stated the recommendation is denial of the rezoning and the Board has the option of taking action to make sure they are not caught on the 60 day rule.

C. Russek moved to close the public hearing and direct staff to prepare findings and reasons in support of a recommendation to the County Board for denial of the rezoning to be adopted at the next regular meeting of the Commission. Commission notes the rezoning does not fit the Land Use Plan, the applicant has had two opportunities to meet with the Town Board and has not returned with a recommendation from the Town Board. Millner seconded the motion.

VOTE: CARRIED UNANIMOUSLY

D. Russek indicated the major concern with the request to rezone is that it does not fit the Land Use Plan. Zins agreed, in general, the fact that it does not comply with the Plan in it's self is justification for denial.

Planning Commission
Meeting of: April 27, 2000
MINUTES - (Informational)

6 .**LAKESONG CORP. Represented by Richard Bloom** - New Item

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Present: Jim Fenning and Rob Roos, arrived shortly after public testimony was opened

A. Salkowski explained the applicant's planner, Richard Bloom, is sick, but someone was going to come in his place. Salkowski stated he could not speak for the developer, but for the Board and those in attendance, he reviewed the last hearing when the property was zoned to A/R and a Planned Unit Development (PUD) was proposed. He noted no agreement was reached on the PUD and the application was withdrawn. The developer was under the impression some of the neighbors would prefer all the lots be kept at five acres. A sketch plan showing 17 lots was submitted with the application, but only action to be considered at this time is the rezoning to R-2a. He reviewed the surrounding development.

B. Russek noted the property is in the Land Use Plan for A/R zone.

C. Denn opened the meeting up for statements for those who wanted their input on the record.

Al Hermanson stated he opposed this development from the beginning. He has environmental concerns for the lake and wooded area. A written statement was read outlining their concerns. Pictures of the clearing of the shoreline in September, 1999 were presented. He noted the access roads back to the lake were cleared resulting in damage to 400' of the shoreline after trees and vegetation were removed. The Department of Natural Resources and the County were contacted regarding the violation of the rules. The neighbors are asking the vegetation be restored according to the D.N.R.'s request. Since this area has been cleared, there have been recreational vehicles back there using the area, further disturbing the wildlife and sensitive area. The actions by the developer, leave them with little trust they will follow rules in the future. He asked who will monitor this.

D. At this time, Fenning and Roos arrived. Fenning explained there had been damage to trees due to a severe wind storm last fall. He noted existing fields road going back there were cleared of trees in order to get back there. He stated they did not cut down one living tree to clear the road. They hired a local contractor and he called the D.N.R. , who told him there was no problem. After the neighbors contacted the County, he was shut down. He noted the Board might remember a recent development when he met several times with the Commission when the plat of Rivendell was approved. The number of lots has been reduced in subdivision since the last time, when they understood their was objection to the outlots. The new proposal does not include any open space and that is why they are back requesting straight five acre lots. The lots sizes range from 5

acres to a 23 acre lot on the lake. He noted there are existing lots that are smaller than five acres to the west and east. This property is designated in the future growth area for the County and is 1-2 miles from an urban service area. Fenner felt they were trying to be environmentally sensitive and he did not believe any living trees were taken down and put in a pile. They think one house on one lot is environmentally sensitive. He indicated this development would be similar to Rivendell, with protective covenants, white fence around the development, landscaping and entry monuments. He indicated if curb is provided, then they will need to provide storm water facilities. The last proposal was for 16 lots and they are back looking for 17 lots. Considerable work has been done to tear down old farm buildings and clean up the property. He restated they did not destroy anything, the roads were already in the property and they were clearing the roads. He indicated there is not an eagle's nest on the property, a past concern.

E. Bakeberg questioned if there would be any outlots and if the 23 acres would have one owner? He asked what the developer is giving up to get the 17 lots?
Salkowski stated the request is no longer for a PUD, but a rezoning for five acre lots. The first decision is whether the rezoning to R-2a for five acre lots is appropriate.
Salkowski asked if the well on the abandoned site was sealed. Fenning answered they did not know if they would re-activate the well again, it does not have a pump. Salkowski asked if Fenning had a well driller fill it? Fenning answered no, it was not sealed.

F. Denn asked if the area where the trees were stacked is flood plain? Fenning stated yes.

G. Richard Fulmer - resident at 5227 - 114th Street SE - stated his property is at the west perimeter of the proposed development. He disputed what Fenning said about removal of trees. He stated he was down there when the contractor was in there with three pieces of large earthmoving equipment. The bulldozer did take down trees including live trees, cleared the land and piled the debris which is about 20' in height by 200' in length. This pile still remains. The damage due to the equipment and removal of vegetation was described and Fulmer noted this has cleared an area that people are now going in with recreational vehicles and digging it up.

H. Mary Strand - stated she contacted the D.N.R. when the contractor was in there. Kramka of the D.N.R. and Davis from the County came out to the site and said this was in violation. The contractor was told to stop and have the debris removed by March 1. She stated this has not been done. There was a plan to burn the debris, however, they were told if a fire was started, it could start a peat fire that could last ten years. She indicated the area shown on the pictures presented, is usually under water. Strand stated this lake is one of the few where pelicans migrate to, the area should have been protected to preserve the wildlife. The developer however, wanted to enhance the view for his development. She stated large trees were taken down and the Board can see this if they go back into the property. Strand stated they are not here to stop the development, but the property is a "jewel" in Wright County and should be protected. The D.N.R. stated there were three violations. The petition submitted by the area residents asks that the property be put back to the condition that it was and she asked for a response to the petition.

I. Dan Albrecht - resident at 11066 Fannon Avenue SE - indicated there were a lot of trees uprooted and laying over the road, and trees down for the past 20 years. The trail to the lake can

be seen on the maps. He stated he did not believe any living trees were taken out. He has had permission to walk the property and felt anyone else in there was trespassing.

J. John Anderson - property owner in Rice Lake Hills- asked where the access road to the development will be located. He was concerned it might be tied into one of the roads in his plat. Denn stated the details of the plat will be discussed at future meetings. The Board is considering the question on rezoning at this time.

K. Fulmer - understood the Town Board is not interested in another access out to County Road 17 and they will come in off Fannon Avenue.

L. Denn asked if the applicant has met with the Town Board. Fenning stated he felt he would start with the Commission first, as people don't pay much attention to the Townships.
Board members informed Fenning the process works the other way.

M. Two responses were read by Salkowski. Robert & Jacqueline Singer - were opposed to five acre lots because it would increase the density for the area. A petition from the neighborhood group in opposition that included pictures.

N. Before deciding on the rezoning, Denn felt the Commission needs a recommendation from the Town Board. Zins noted the R-2a request does not comply with the Plan.
Fenning stated his request is a response to what direction was given from the Planning Commission at the last hearing. Salkowski asked what direction that was? Roos stated that they not put as much density on the lake. They have changed the proposal to show one large lot for much of the shoreland which forced more lots toward the back. They ended up with one additional lot, which he felt was economically necessary to put the road through.
Salkowski asked if they knew the property was zoned AG when they purchased the property. Roos stated they were aware of that.

O. Russek moved to continue the hearing to May 25, 2000 for Township review and a recommendation. Douglas seconded the motion.

VOTE: CARRIED UNANIMOUSLY

BOARD RECESSED FOR TEN MINUTES AND RECONVENED AT 9:50 p.m.

3. **LEONARD E LUEDKE** – Cont. 11/20
LOCATION: 11093 COUNTY ROAD 17 SE – THE NORTH 447.15 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 118, RANGE 25, Wright County, Minnesota. (Franklin Twp.) Tax #208-200-362105. Property Owner: LEONARD E LUEDKE
Petitions to rezone from Agricultural/Residential (A/R) to Suburban Residential-a (R-2a), as regulated in Sections 155.028, 155.047 & 155.051, Title XV, Land Usage & Zoning of the Wright County Code of Ordinances.

ACTION – Since the Township has still not provided a recommendation on the proposed rezoning and will not meet again until January, the applicant has requested a continuation to the January 15, 2026, meeting. Therefore, staff would recommend a motion to: **Continue the matter to January 15, 2026, for further Township review.**

4. **LEONARD E LUEDKE** – Cont. 11/20 & 12/18
LOCATION: 11093 COUNTY ROAD 17 SE – THE NORTH 447.15 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 118, RANGE 25, Wright County, Minnesota. (Franklin Twp.) Tax #208-200-362105. Property Owner: LEONARD E LUEDKE

Petitions to rezone from Agricultural/Residential (A/R) to Suburban Residential-a (R-2a), as regulated in Sections 155.028, 155.047 & 155.051, Title XV, Land Usage & Zoning of the Wright County Code of Ordinances.

(A) The subject property is approximately 11.63 acres and is located along County Highway 17 SE in Franklin Township. The property is currently zoned Agricultural/Residential (A/R) and is designated in the US Highway 12 Corridor (US 12) Land Use Plan as Rural Residential. The property is relatively new, having been created under a Conditional Use Permit for a 7-lot unplatted subdivision approved in September 2022. The current zoning district, A/R, was established through a prior 1999 rezoning. An application to rezone the property to R2a was submitted in 2000, but the matter was dismissed (minutes attached).

(B) This request is to rezone the 11.63-acre property from Agricultural/Residential (A/R) to Suburban Residential-a (R-2a). The R2-a zoning district has a minimum lot size requirement of 5 acres. Additionally, the R2-a zoning district requires a minimum of 300 feet of road frontage (lot width) with 300 feet of depth off the needed road frontage per lot. A concept plan has been submitted that illustrates a rough layout of what the property could look like as two lots.

(C) Franklin Township has recommended denial of the request, noting that the request does not align with the land use plan.

(D) The US 12 Land Use Plan states: Rural Residential - "*Designates those areas where a combination of agriculture, hobby farms and very large lot residential areas is deemed appropriate. The purpose is to provide a buffer between agricultural and other uses, and also to provide housing opportunities in a rural environment where large lot sizes and the rural atmosphere will be maintained. Existing land types may include large wooded areas, non prime farmland, pasture and other lands in areas not well suited to long term agricultural uses.* ***Appropriate zoning may include Agricultural, Agricultural Residential, or, in unique circumstances, R-2(a).*** *Rezoning from Agricultural to Agricultural Residential will be considered on a case by case basis, and not considered to be automatic, with the need for residential land, effect on nearby agricultural operations, the timing of the proposal in light of land uses in the area, and plan policies being prime considerations. Rezoning to R-1 or R-2 will only be considered for riparian lots on shorelands especially suited to residential development.* ***Rezoning to R-2a may be appropriate in unique circumstances such as: infill for areas that are already developed in a similar manner; adjacent to developed areas with smaller lot sizes to serve as a transition, and; other unique situations which do not establish R-2a as a new zoning district in a previously "undeveloped" area.***"

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

- R-1 (Urban/Rural Transition): To the north, with access off County Road 17 SE, sit roughly 59 lots that were primarily created in the early 1970s, commonly known as "Krinkeville."
- R-2a (Suburban Residential-a): Located to the west of the subject property, 9 lots were subdivided as part of the Rice Lake Woods plat from 1978.
- A/R (Agricultural/Residential): Located on numerous properties in all directions, including adjacent.
- AG (General Agriculture): Found mostly north of County Road 17 SE, including adjacent.

The land use designation within a half-mile radius is limited to Rural Residential. No other designations are found within a half-mile.

- Rural Residential: Covers the entire area within a half-mile.

ACTION – The proposed rezoning may be consistent with the US Highway 12 Corridor Land Use Plan, which designates the area as Rural Residential. Therefore, the request to rezone the property to Suburban Residential-a (R-2a) may align with

the broader planning goals if the Planning Commission finds this represents a "unique circumstances such as: infill for areas that are already developed in a similar manner; adjacent to developed areas with smaller lot sizes to serve as a transition, and; other unique situations which do not establish R-2a as a new zoning district in a previously "undeveloped" area." As noted above, the Township has recommended denial, noting that they feel the request does not align with the land use plan.

With the Township response having been submitted, the Commission should be prepare to make a motion for either approval or denial. Therefore, depending on how the Commission chooses to proceed, either of the following motions would suffice:

- **To close the public hearing and direct counsel to prepare findings based on the record and discussion, consistent with the denial of the request, and continue the matter to the February 12, 2026, Planning Commission hearing.**

- **To recommend approval to the County Board of Commissioners to rezone tax parcels 208-200-362105 from AR-Agricultural/Residential to R-2a - Suburban Residential, because we find the property is aligned with the goals and policies of the US Highway 12 Corridor Land Use Plan.**

  It should be noted that if a recommendation for denial seems likely, the applicant should also be given the opportunity to withdraw the request. If that is the case, the motion would be to dismiss the matter, without prejudice, at the applicant's request.

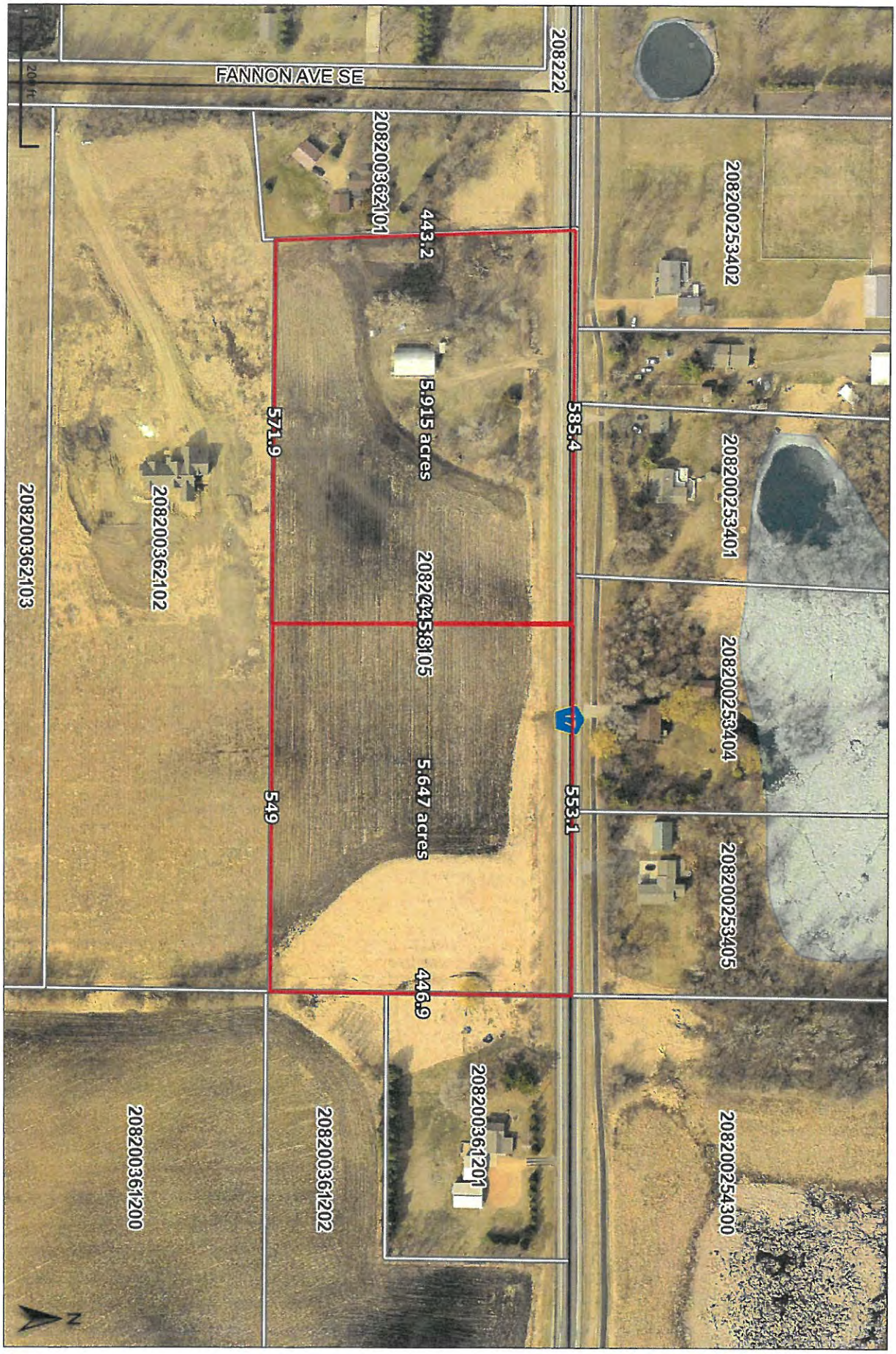
Luedke Land Use



Luedke Zoning



Luedke Concept Plan



B7-2 2025-11

NOTICE OF PUBLIC HEARING - WRIGHT COUNTY PLANNING COMMISSION

TOWNSHIP RESPONSE FORM

TOWNSHIP: Franklin Twp.

HEARING DATE: Thursday, November 20, 2025
at 6:30 p.m.

LEONARD E LUEDKE
(612) 594-1336

LOCATION: 11093 COUNTY ROAD 17 SE – THE NORTH 447.15 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 118, RANGE 25, Wright County, Minnesota. (Franklin Twp.) Tax #208-200-362105. Property Owner: LEONARD E LUEDKE

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STAFF NOTES: The Commission may deem the request appropriate with the Land Use Plan's designation as "Rural Residential."

* *

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

TOWNSHIP APPROVES OF THE REQUEST BECAUSE: _____

X TOWNSHIP DISAPPROVES OF THE REQUEST BECAUSE: X we are not going to approve the split since it does not follow the land use plan so we believe we should not approve the rezone request, knowing Leonards intention is to split the land.

TOWNSHIP COMMENTS OR PROPOSED CONDITIONS: _____

SIGNED: [signature] 1/6/2026

Wright County
Highway Department
3600 Braddock Ave NE
Buffalo, MN 55313

Phone: (763)682-7383

Email:
HwyAdmin@wrightcounty
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Tom Salkowski
Planning & Zoning Administrator

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Present: Jim Fenning and Rob Roos, arrived shortly after public testimony was opened

A. Salkowski explained the applicant's planner, Richard Bloom, is sick, but someone was going to come in his place. Salkowski stated he could not speak for the developer, but for the Board and those in attendance, he reviewed the last hearing when the property was zoned to A/R and a Planned Unit Development (PUD) was proposed. He noted no agreement was reached on the PUD and the application was withdrawn. The developer was under the impression some of the neighbors would prefer all the lots be kept at five acres. A sketch plan showing 17 lots was submitted with the application, but only action to be considered at this time is the rezoning to R-2a. He reviewed the surrounding development.

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D. At this time, Fenning and Roos arrived. Fenning explained there had been damage to trees due to a severe wind storm last fall. He noted existing fields road going back there were cleared of trees in order to get back there. He stated they did not cut down one living tree to clear the road. They hired a local contractor and he called the D.N.R. , who told him there was no problem. After the neighbors contacted the County, he was shut down. He noted the Board might remember a recent development when he met several times with the Commission when the plat of Rivendell was approved. The number of lots has been reduced in subdivision since the last time, when they understood their was objection to the outlots. The new proposal does not include any open space and that is why they are back requesting straight five acre lots. The lots sizes range from 5

acres to a 23 acre lot on the lake. He noted there are existing lots that are smaller than five acres to the west and east. This property is designated in the future growth area for the County and is 1-2 miles from an urban service area. Fenner felt they were trying to be environmentally sensitive and he did not believe any living trees were taken down and put in a pile. They think one house on one lot is environmentally sensitive. He indicated this development would be similar to Rivendell, with protective covenants, white fence around the development, landscaping and entry monuments. He indicated if curb is provided, then they will need to provide storm water facilities. The last proposal was for 16 lots and they are back looking for 17 lots. Considerable work has been done to tear down old farm buildings and clean up the property. He restated they did not destroy anything, the roads were already in the property and they were clearing the roads. He indicated there is not an eagle's nest on the property, a past concern.

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Salkowski asked if they knew the property was zoned AG when they purchased the property. Roos stated they were aware of that.

O. Russek moved to continue the hearing to May 25, 2000 for Township review and a recommendation. Douglas seconded the motion.

VOTE: CARRIED UNANIMOUSLY

BOARD RECESSED FOR TEN MINUTES AND RECONVENED AT 9:50 p.m.

WRIGHT COUNTY PLANNING COMMISSION
Meeting of: FEBRUARY 12, 2026
Staff Report

The Wright County Planning Commission will meet on Thursday February 12, 2026 at **6:30 p.m.** in the County Commissioners Board Room at the Wright County Government Center, Buffalo, Minnesota to consider the following items:

ACTION ON JANUARY 15, 2025

PUBLIC HEARINGS:

1. **LEONARD E LUEDKE** – Cont. 11/20, 12/18 & 1/15
LOCATION: 11093 COUNTY ROAD 17 SE – THE NORTH 447.15 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 118, RANGE 25, Wright County, Minnesota. (Franklin Twp.) Tax #208-200-362105. Property Owner: LEONARD E LUEDKE

Petitions to rezone from Agricultural/Residential (A/R) to Suburban Residential-a (R-2a), as regulated in Sections 155.028, 155.047 & 155.051, Title XV, Land Usage & Zoning of the Wright County Code of Ordinances.

(A) The subject property is approximately 11.63 acres and is located along County Highway 17 SE in Franklin Township. The property is currently zoned Agricultural/Residential (A/R) and is designated in the US Highway 12 Corridor (US 12) Land Use Plan as Rural Residential. The property is relatively new, having been created under a Conditional Use Permit for a 7-lot unplatted subdivision approved in September 2022. The current zoning district, A/R, was established through a prior 1999 rezoning. An application to rezone the property to R2a was submitted in 2000, but the matter was dismissed (see attached minutes).

(B) This request is to rezone the 11.63-acre property from Agricultural/Residential (A/R) to Suburban Residential-a (R-2a). The R2-a zoning district has a minimum lot size requirement of 5 acres. Additionally, the R2-a zoning district requires a minimum of 300 feet of road frontage (lot width) with 300 feet of depth off the needed road frontage per lot. A concept plan has been submitted that illustrates a rough layout of what the property could look like as two lots.

(C) Franklin Township has recommended denial of the request, noting that the request does not align with the land use plan.

(D) The US 12 Land Use Plan states: Rural Residential - "*Designates those areas where a combination of agriculture, hobby farms and very large lot residential areas is deemed appropriate. The purpose is to provide a buffer between agricultural and other uses, and also to provide housing opportunities in a rural environment where large lot sizes and the rural atmosphere will be maintained. Existing land types may include large wooded areas, non prime farmland, pasture and other lands in areas not well suited to long term agricultural uses.* ***Appropriate zoning may include Agricultural, Agricultural Residential, or, in unique circumstances, R-2(a).*** *Rezoning from Agricultural to Agricultural Residential will be considered on a case by case basis, and not considered to be automatic, with the need for residential land, effect on nearby agricultural operations, the timing of the proposal in light of land uses in the area, and plan policies being prime considerations. Rezoning to R-1 or R-2 will only be considered for riparian lots on shorelands especially suited to residential development.* ***Rezoning to R-2a may be appropriate in unique circumstances such as: infill for areas that are already developed in a similar manner; adjacent to developed areas with smaller lot sizes to serve as a transition, and; other unique situations which do not establish R-2a as a new zoning district in a previously "undeveloped" area.***"

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

- R-1 (Urban/Rural Transition): To the north, with access off County Road 17 SE, sit roughly 59 lots that were primarily created in the early 1970s, commonly known as "Krinkeville."
- R-2a (Suburban Residential-a): Located to the west of the subject property, 9 lots were subdivided as part of the Rice Lake Woods plat from 1978.
- A/R (Agricultural/Residential): Located on numerous properties in all directions, including adjacent.
- AG (General Agriculture): Found mostly north of County Road 17 SE, including adjacent.

The land use designation within a half-mile radius is limited to Rural Residential. No other designations are found within a half-mile.

- Rural Residential: Covers the entire area within a half-mile.

ACTION – The proposed rezoning may be consistent with the US Highway 12 Corridor Land Use Plan, which designates the area as Rural Residential. Therefore, the request to rezone the property to Suburban Residential-a (R-2a) may align with the broader planning goals if the Planning Commission finds this represents a "unique circumstances such as: infill for areas that are already developed in a similar manner; adjacent to developed areas with smaller lot sizes to serve as a transition, and; other unique situations which do not establish R-2a as a new zoning district in a previously "undeveloped" area." As noted above, the Township has recommended denial, stating that the request does not align with the land use plan.

With the Township response having been submitted, the Commission should be prepared to make a motion for either approval or denial. Therefore, depending on how the Commission chooses to proceed, either of the following motions would suffice:

- **To close the public hearing and direct counsel to prepare findings based on the record and discussion, consistent with the denial of the request, and continue the matter to the March 5th, 2026, Planning Commission hearing.**

- **To recommend approval to the County Board of Commissioners to rezone tax parcels 208-200-362105 from AR-Agricultural/Residential to R-2a - Suburban Residential, because we find the property is aligned with the goals and policies of the US Highway 12 Corridor Land Use Plan.**

  If a recommendation for denial seems likely, the applicant should also be given the opportunity to withdraw the request. If that is the case, the motion would be to dismiss the matter, without prejudice, at the applicant's request.

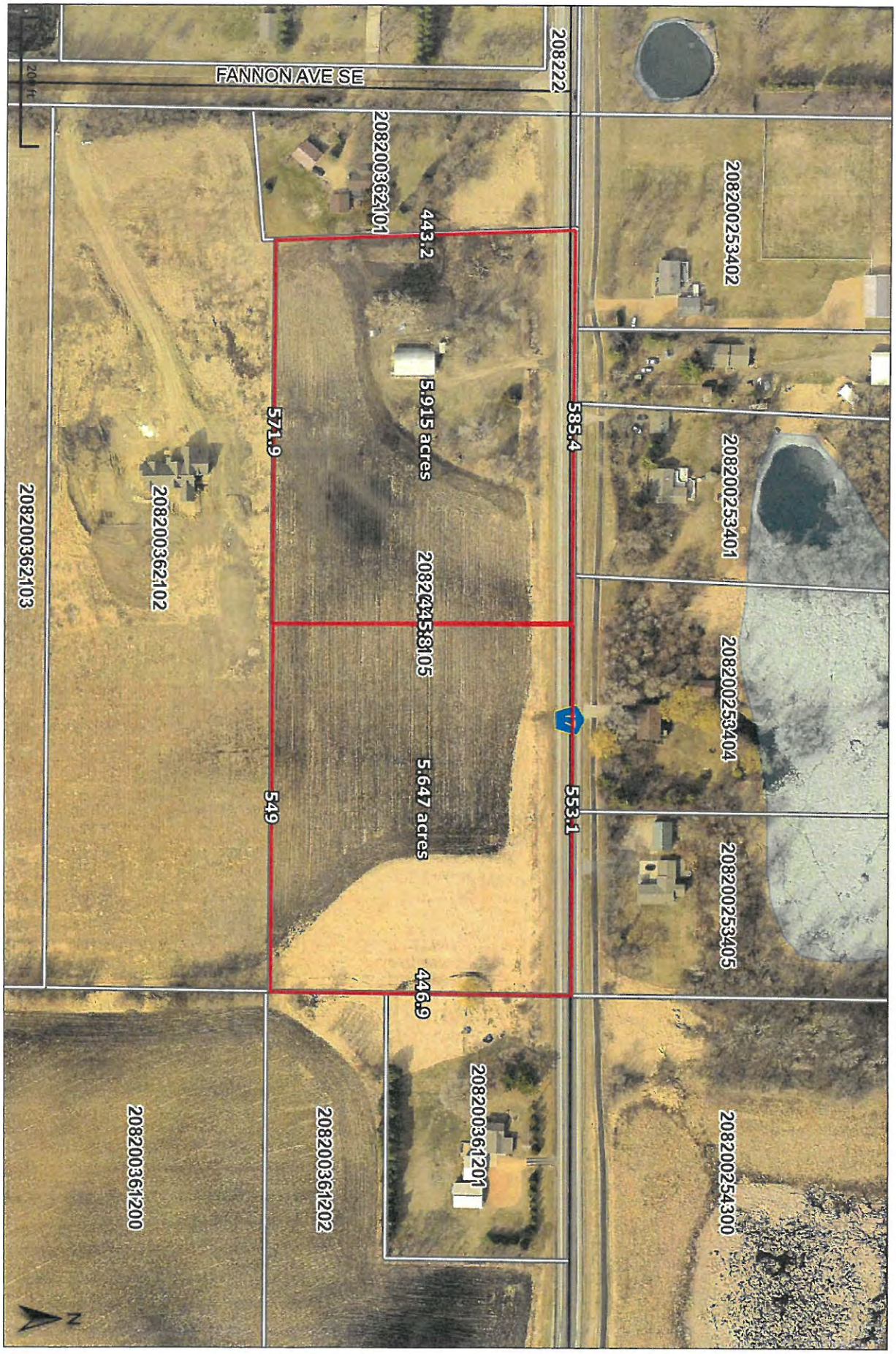
Luedke Land Use



Luedke Zoning



Luedke Concept Plan



B7-2 2025-11

NOTICE OF PUBLIC HEARING - WRIGHT COUNTY PLANNING COMMISSION

TOWNSHIP RESPONSE FORM

TOWNSHIP: Franklin Twp.

HEARING DATE: Thursday, November 20, 2025
at 6:30 p.m.

LEONARD E LUEDKE
(612) 594-1336

LOCATION: 11093 COUNTY ROAD 17 SE – THE NORTH 447.15 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 118, RANGE 25, Wright County, Minnesota. (Franklin Twp.) Tax #208-200-362105. Property Owner: LEONARD E LUEDKE

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STAFF NOTES: The Commission may deem the request appropriate with the Land Use Plan's designation as "Rural Residential."

* *

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

TOWNSHIP APPROVES OF THE REQUEST BECAUSE: _____

X TOWNSHIP DISAPPROVES OF THE REQUEST BECAUSE: X we are not going to approve the split since it does not follow the land use plan so we believe we should not approve the rezone request, knowing Leonards intention is to split the land.

TOWNSHIP COMMENTS OR PROPOSED CONDITIONS: _____

SIGNED: [signature] 1/6/2026

Wright County
Highway Department
3600 Braddock Ave NE
Buffalo, MN 55313

Phone: (763)682-7383

Email:
HwyAdmin@wrightcounty
mn.gov

CHAD HAUSMANN, P.E.
Highway Engineer

SARA BUERMANN, P.E.
Assistant Hwy. Engineer

CODY SEDBROOK, P.E.
Traffic Engineer

NATE HELGESON
Maintenance
Superintendent

BRIAN JANS
Shop Maintenance
Superintendent

JEREMY CARLSON, P.L.S.
Right-of-Way Agent

JOHN JORDAHL
Design Engineer

MATT MESSERLY, P.E.
Construction Manager

Leonard Luedke
312 Westgate Dr
Winsted, MN 55395

Leonard,

Per our conversation, the Wright County Highway Department would require a shared access on the common boundary line if you were to divide parcel 208200362105 into two parcels. Also, there are two accesses already on this parcel and they would both have to be removed as well as part of the access permit process. Placement, culvert size, etc. will also be addressed once an access permit has been received in our office.

If you have any questions, please let me know.

Regards,
Adam Backes
Wright County Highway Department


253304
208200253402
208200253401
208200253404
208200253405
SHARED ACCESS
REMOVE ACCESS
REMOVE ACCESS
208200362105
208200362101
FANNON AVE SE
526278.88, 1057

H. Russek suggested the Board might look at the site before making a decision on the rezoning to see if it fits. Generally, the Board considers R-1 zoning adjacent to the City limits where services are available. Denn agreed continuation is in order so this can be presented to the Township.

I. Russek moved to continue the petition to June 29, 2000 for a site inspection. Douglas seconded the motion.
VOTE: CARRIED UNANIMOUSLY

9. **LAKESONG CORP. Represented by Richard Bloom** - Cont. From 5/25/00 (MOTION)

LOCATION: Part of Gov't Lot 3, and part of the E l/2 of the NW l/4, Section 36, Township 118, Range 25, Wright County, Minnesota. (Rice Lake - Franklin Twp.) Tax #208-200-362100
Petitions to rezone from A/R Agricultural-Residential and part S-2 Residential-Recreational Shorelands to R-2a Suburban-Residential and part S-2 and a Conditional Use Permit for a residential plat (5 acre minimum lots) as regulated in Section 606.a & 612 of the Wright County Zoning Ordinance and Subdivision Regulations.

Present: Applicant not present

A. Russek moved the Commission recommends that the County Board deny the request for rezoning to Suburban Residential (a) (R-2a), and dismisses the petition for a conditional use permit as it does not comply with current zoning, based on the following considerations,: 1) the Commission is familiar with the property based on extensive hearings in 1999 and notes that the property was rezoned to Agricultural/Residential (A/R) in accord with the Land Use Plan at the request of the same applicant in May of 1999; 2) the current request does not comply with the Land Use Plan and would establish a residential density twice that proposed in the Plan; 3) although some nearby plats with higher densities do exist, these were created prior to the current Plan, do not surround the property and all rezoning actions in this area since the adoption of the current Plan have been to A/R, not R-2a; and, 4) the site is not in an urbanizing area, is located at least 2 ½ miles from the City of Delano and the current A/R zoning is the appropriate zoning district for the property. Millner seconded the motion.

VOTE: CARRIED UNANIMOUSLY

10. **Site inspection** On a motion by Russek, seconded by Douglas, all voted to set site inspections for June 26, 2000 at 1 p.m.

Meeting adjourned at 9:40 p.m.

Respectfully submitted,

Tom Salkowski
Planning & Zoning Administrator

2. **LAKESONG CORP. Represented by Richard Bloom** - Cont. From 4/27/00

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Present: Applicant not present

A. Denn asked if the applicant received notice? Salkowski stated they have had written notice. He has not heard anything from them since the last meeting. This is the second meeting, the first review on rezoning was on April 27, and was continued to allow them to meet with the Town Board.

B. Millner moved to continue the matter to the end of the meeting to see if the applicant would show up. Salkowski asked if anyone was present in the audience regarding this item. Several people raised their hands.

Further discussion by the Board, resulted in Millner withdrawing his motion. Russek noted the Board must be careful not to extend beyond the 60 day period.
Zins stated the recommendation is denial of the rezoning and the Board has the option of taking action to make sure they are not caught on the 60 day rule.

C. Russek moved to close the public hearing and direct staff to prepare findings and reasons in support of a recommendation to the County Board for denial of the rezoning to be adopted at the next regular meeting of the Commission. Commission notes the rezoning does not fit the Land Use Plan, the applicant has had two opportunities to meet with the Town Board and has not returned with a recommendation from the Town Board. Millner seconded the motion.

VOTE: CARRIED UNANIMOUSLY

D. Russek indicated the major concern with the request to rezone is that it does not fit the Land Use Plan. Zins agreed, in general, the fact that it does not comply with the Plan in it's self is justification for denial.

6 .**LAKESONG CORP. Represented by Richard Bloom** - New Item

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BOARD RECESSED FOR TEN MINUTES AND RECONVENED AT 9:50 p.m.

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 *
3/17/2026 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
CDH7387

Item Details

Board Action Requested (this is what will appear on the Agenda) *
Adopt Resolution 26-22, to Enter into Minnesota Department of Transportation Contract #1062556

Short Title (what will appear on Agenda outline - 250 character max.) *
Adopt Resolution 26-22, to Enter into Minnesota Department of Transportation Contract #1062556

Value Stream the request primarily aligns with:
Develop County Infrastructure

Briefly describe how the request aligns with the selected value stream.
Allows the advance of construction of CSAH 36 in 2026 and receive additional federal funds in later years.

Describe the impact on staffing resources.
none

Fiscal Impact:
Wright County has Federal funds available in 2026 with additional Federal funds in 2027 and 2028. Keeping the project in 2026 prevents the county from losing the 2026 Federal Funds.

Background/Justification:
It is estimated that the total cost of the Project is $9,777,500. The remaining share will be paid by the Local Government. 80% of the eligible costs will be eligible for STBG funds in federal fiscal years 2026, 2027 and 2028. These amounts are $1,126,500, $2,118,488 and $955,012, respectively. Wright County received two Federal Grants in different fiscal years. The second federal grant lowered the local share of the project and only requirement is we need to "front" the money for a year until the federal funds are available.

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
3.17.26. 086.636.009AC.Agr1062556.pdf	Attachment
26-22 MnDOT Contract Number 1062556 - FLAT.pdf	Attachment

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision

Approved

Notes

County Administrator Review

County Administrator Decision

Notes

Minnesota Department of Transportation
State Aid for Local Transportation
395 John Ireland Boulevard, MS 500
Saint Paul, MN 55155

March 6, 2026

Mr. Chad Hausmann
Wright County Engineer
3600 Braddock Ave NE
Buffalo, MN 55313

SUBJECT: **SP 086-636-009, STBG-TA 8626(221)**
CSAH 36 Reconstruction
MnDOT Contract Number 1062556

Dear Mr. Hausmann:

Attached is the agreement between Wright County and MnDOT, which allows for MnDOT to act as Wright County's agent in accepting federal aid in connection with the above referenced project.

This agreement is for Advance Construction, because you wish to begin construction of the project prior to the year it is designated in the STIP. The project will be converted to "real" funds in Federal fiscal years 2026, 2027 and 2028 or sooner as funds are available.

Please review and if approved, have the agreement signed. A County Board resolution similar to the example attached, must be passed. The certified resolution should then be placed as the last page in the agreement. Please verify that the person/title authorized to sign as stated in the resolution, corresponds to the signature (person/title) on the signature page. Please return the agreement to me for MnDOT signatures. A fully executed copy will be returned to you. If you have any questions or need any revisions, please feel free to contact me at 612.271.6210.

Sincerely,

Angela Murphy Digitally signed by Angela Murphy
Date: 2026.03.06 12:23:57 -06'00'

Angela Murphy, PE
Federal Plans Engineer

Enclosures

Cc: Andjela Tomovic —DSAE
Robin Sterzinger—Finance
File

An Equal Opportunity Employer

MnDOT Contract No. 1062556

DEPARTMENT OF TRANSPORTATION

STATE OF MINNESOTA

AGENCY AGREEMENT

for

FEDERAL PARTICIPATION IN ADVANCE CONSTRUCTION

State Project Number: 086-636-009/086-636-010/227-090-001_____

FAIN Number: STBG-TA 8626(221)_____

This Agreement is entered into by and between Wright County ("Local Government") and the State of Minnesota acting through its Commissioner of Transportation ("MnDOT").

RECITALS

1. MnDOT Contract Number dcp(1052257) which has been executed between the Local Government and MnDOT, appoints MnDOT as the Local Government's agent to receive and disburse transportation related federal funds, and sets forth duties and responsibilities for letting, payment, and other procedures for a federally funded contract let by the Local Government; and
2. Pursuant to Minnesota Statutes Section 161.36, the Local Government desires MnDOT to act as the Local Government's agent to accept and disburse federal funds for the construction, improvement, or enhancement of transportation financed in whole or in part by federal funds, hereinafter referred to as the "Project"; and
3. The Local Government is proposing a federal aid project for CSAH 36 Reconstruction, hereinafter referred to as the "Project"; and
4. The Project is eligible for the expenditure of federal aid funds and is programmed in the approved federally approved STIP for fiscal years 2026, 2027 and 2028, and is identified in MnDOT records as State Project(s) 086-636-009,086-636-010,227-090-001, and in Federal Highway Administration ("FHWA") records as Minnesota Project STBG-TA 8626(221); and
5. The Local Government desires to proceed with the construction of the project in advance of the year it is programmed for the federal funds; and
6. It is permissible under Federal Highway Administration procedures to perform advance construction of eligible projects with non-federal funds, with the intent to request federal funding for the federally eligible costs in a subsequent federal fiscal year(s), if sufficient funding and obligation authority are available; and
7. The Local Government desires to temporarily provide Local Government State Aid and/or other local funds in lieu of the federal funds so that the project may proceed prior to the fiscal year(s) designated in the STIP; and
8. MnDOT requires that the terms and conditions of this agency be set forth in an agreement.

AGREEMENT TERMS

1. Term of Agreement

1.1. **Effective Date.** This Agreement will be effective upon execution by the Local Government and by

appropriate State officials, pursuant to Minnesota Statutes Section 16C.05, and will remain in effect for five (5) years from the effective date or until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. Local Government's Duties

2.1. The Local Government will perform all of its duties and obligations in MnDOT Contract Number dcp(1052257), which is incorporated herein by reference, in the solicitation, letting, award, and administration of the construction of the Project.

3. MnDOT's Duties

3.1. MnDOT will perform all of its duties in accordance with MnDOT Contract Number dcp(1052257), which is incorporated herein by reference.

3.2. MnDOT will make the necessary requests to the FHWA for authorization to use federal funds for the Project, and for reimbursement of eligible costs pursuant to the terms of this Agreement.

3.3. MnDOT will request the conversion of the Project to federal funding of eligible costs, when funding and obligation authority are available.

3.4. At such time that the project is converted to federal funding and such funding is received by MnDOT, MnDOT will reimburse to the Local Government the federal aid share of the federally eligible costs, previously provided by the Local Government. Reimbursement for Local Government State Aid funds used in lieu of federal funds, will be deposited in the Local Government's State Aid Account. Reimbursement for other Local Government funds used in lieu of federal funds will be forwarded to the Local Government.

4. Time

4.1. The Local Government must comply with all time requirements described in this Agreement. In the performance of this Agreement, time is of the essence

4.2. The period of performance is defined as beginning on the date of federal authorization and ending on the date defined in the federal financial system or federal agreement ("end date"). **No work completed** after the **end date** will be eligible for federal funding. Local Government must submit all contract close out paperwork to MnDOT at least twenty-four months prior to the **end date**.

5. Payment

5.1. It is estimated that the total cost of the Project is $9,777,500. The remaining share will be paid by the Local Government. 80% of the eligible costs will be eligible for STBG funds in federal fiscal years 2026, 2027 and 2028. These amounts are $1,126,500, $2,118,488 and $955,012, respectively. 80% of the eligible costs will be eligible for TA funds in 2028 in the amount of $622,000.

5.2. The Local Government will pay any part of the cost or expense of the work that the FHWA does not pay.

5.3. Request for reimbursement of the federal aid share of the federally eligible costs can be made any time after the work is completed, however payment may not be made until after October 1, 2025 for federal fiscal year 2026, October 1, 2026 for federal fiscal year 2026, and October 1, 2027 for federal fiscal year 2028. It could be earlier if funding and obligation authority are available (subject to the Area Transportation Partnership (ATP) policy).

5.4. The Local Government will make requests for reimbursement in accordance with the payment provisions in MnDOT Contract Number dcp(1052257), which is incorporated by reference, and will comply with the requirements of 2 CFR Part 200.

6. Authorized Representatives

6.1. MnDOT's Authorized Representative is:

Name: Angela Murphy, or their successor.

Title: State Aid, Federal Plans Engineer

Phone: 612-271-6210

Email: angela.murphy@state.mn.us

MnDOT's Authorized Representative has the responsibility to monitor Local Government's performance and the authority to accept the services provided under this Agreement. If the services are satisfactory, MnDOT's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2. The Local Government's Authorized Representative is:

Name: Mr. Chad Hausmann, or their successor.

Title: Wright County Engineer

Phone: 763-682-7387

Email: chad.hausmann@co.wright.mn.us

If the Local Government's Authorized Representative changes at any time during this Agreement, the Local Government will immediately notify MnDOT.

7. Assignment Amendments, Waiver, and Agreement Complete

7.1. **Assignment.** The Local Government may neither assign nor transfer any rights or obligations under this Agreement without the prior written consent of MnDOT and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.

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

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

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

7.5. **Severability.** If any provision of this Agreement or the application thereof is found to be invalid or unenforceable to any extent, the remainder of the Agreement, including all material provisions and the application of such provisions, will not be affected and will be enforceable to the greatest extent permitted by the law.

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

7.7. **Certification.** By signing this Agreement, the Local Government certifies that it is not suspended or debarred from receiving federal or state awards.

8. Liability and Claims

8.1. **Tort Liability.** Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of any others and the results thereof. The Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, governs MnDOT liability.

8.2. **Claims.** The Local Government acknowledges that MnDOT is acting only as the Local Government's agent for acceptance and disbursement of federal funds, and not as a principal or co-principal with respect to the Project. The Local Government will pay any and all lawful claims arising out of or incidental to the Project including, without limitation, claims related to contractor selection (including the solicitation, evaluation, and acceptance or rejection of bids or proposals), acts or omissions in performing the Project work, and any *ultra vires* acts. To the extent permitted by law, the Local Government will indemnify, defend (to the extent permitted by the Minnesota Attorney General), and hold MnDOT harmless from any claims or costs arising out of or incidental to the Project(s), including reasonable attorney fees incurred by MnDOT. The Local Government's indemnification obligation extends to any actions related to the certification of DBE participation, even if such actions are recommended by MnDOT.

9. Audits

9.1. Under Minn. Stat. § 16C.05, Subd.5, the books, records, documents, and accounting procedures and practices of the Local Government, or any other party relevant to this Agreement or transaction, are subject to examination by MnDOT and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. The Local Government will take timely and appropriate action on all deficiencies identified by an audit.

9.2. All requests for reimbursement are subject to audit, at MnDOT's discretion. The cost principles outlined in 2 CFR 200.400-.476 will be used to determine whether costs are eligible for reimbursement under this Agreement.

9.3. If Local Government expends $750,000 or more in Federal Funds during the Local Government's fiscal year, the Local Government must have a single audit or program specific audit conducted in accordance with 2 CFR Part 200.

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

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

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

13. Termination; Suspension

13.1. **Termination by MnDOT or Commissioner of Administration.** MnDOT or Commissioner of Administration may unilaterally terminate this Agreement with or without cause, upon 30 days written notice to the Local Government. Upon termination, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

13.2. **Termination for Cause.** MnDOT may immediately terminate this Agreement if MnDOT finds that there has been a failure to comply with the provisions of this Agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that the Local Government has been convicted of a

criminal offense relating to a state agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. MnDOT may take action to protect the interests of MnDOT of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

13.3. **Termination for Insufficient Funding.** MnDOT may immediately terminate this Agreement if:

13.3.1. Funding is not obtained from the Minnesota Legislature; or

13.3.2. Funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Local Government. MnDOT is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. MnDOT 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. MnDOT will provide the Local Government notice of the lack of funding within a reasonable time of MnDOT's receiving that notice.

13.4. **Suspension.** MnDOT may immediately suspend this Agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Local Government during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

14. Data Disclosure. Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Local Government consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to MnDOT, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Local Government to file state tax returns and pay delinquent state tax liabilities, if any.

15. Fund Use Prohibited. The Local Government will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Local Government from utilizing these funds to pay any party who might be disqualified or debarred after the Local Government's contract award on this Project.

16. Discrimination Prohibited by Minnesota Statutes §181.59. The Local Government will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.

17. Appendix II 2 CFR Part 200. The Local Government agrees to comply with the following federal requirements as identified in 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and agrees to pass through these requirements to its subcontractors and third party contractors, as applicable. In addition, the Local Government shall have the same meaning as "Contractor" in the federal requirements listed below.

17.1.1. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

17.1.2. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

17.1.3. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

17.1.4. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

17.1.5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be

required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

17.1.6. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

17.1.7. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

17.1.8. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

17.1.9. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

17.1.10. Local Government will comply with 2 CFR § 200.323.

17.1.11. Local Government will comply with 2 CFR § 200.216.

17.1.12. Local Government will comply with 2 CFR § 200.322.

17.2. **Drug-Free Workplace.** The Local Government will comply with the Drug-Free Workplace requirements under subpart B of 49 C.F.R. Part 32.

17.3. **Title VI/Non-discrimination Assurances.** The Local Government hereby agrees that, as a condition of receiving any Federal financial assistance under this Agreement, it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d), related nondiscrimination statutes (i.e., 23 U.S.C. § 324, Section 504 of the Rehabilitation Act of 1973 as amended, and the Age Discrimination Act of 1975), and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, sex, disability, or age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Local

Government receives Federal financial assistance.

The Local Government hereby agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. If federal funds are included in any contract, the Local Government will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Local Government's compliance with this provision. The Local Government must cooperate with State throughout the review process by supplying all requested information and documentation to State, making Local Government staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.

17.4. **Buy America.** The Local Government must comply with the Buy America domestic preferences contained in the Build America, Buy America Act (Sections 70901-52 of the Infrastructure Investment and Jobs Act, Public Law 117-58) and as implemented by US DOT operating agencies and the US Office of Management and Budget, as applicable.

17.5. **Federal Funding Accountability and Transparency Act (FFATA).**

17.5.1. This Agreement requires the Local Government to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The Local Government is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Local Government provides information to the MnDOT as required.

a. Reporting of Total Compensation of the Local Government's Executives.

b. The Local Government shall report the names and total compensation of each of its five most highly compensated executives for the Local Government's preceding completed fiscal year, if in the Local Government's preceding fiscal year it received:

i. 80 percent or more of the Local Government's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

ii. $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.).

Executive means officers, managing partners, or any other employees in management positions.

c. Total compensation means the cash and noncash dollar value earned by the executive during the Local Government's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax qualified.

17.5.2. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

17.5.3. The Local Government must report executive total compensation described above to the MnDOT by the end of the month during which this Agreement is awarded.

17.5.4. The Local Government will obtain a Unique Entity Identifier (UEI) number and maintain this number for the term of this Agreement. This number shall be provided to MnDOT on the plan review checklist submitted with the plans for each project.

17.5.5. The Local Government's failure to comply with the above requirements is a material breach of this Agreement for which the MnDOT may terminate this Agreement for cause. The MnDOT will not be obligated to pay any outstanding invoice received from the Local Government unless and until the Local Government is in full compliance with the above requirements.

[THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK.]

Wright County

Wright County certifies that the appropriate person(s) have executed the contract on behalf of the Local Government as required by applicable articles, bylaws, resolutions or ordinances

By:_____

Title:_____

Date:_____

By:_____

Title:_____

Date:_____

DEPARTMENT OF TRANSPORTATION

By:_____

Title: State Aid Engineer

Date:_____

COMMISSIONER OF ADMINISTRATION

By:_____

Date:_____

RESOLUTION #26-22
BOARD OF WRIGHT COUNTY COMMISSIONERS

DATE ADOPTED:
March 17, 2026

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

RESOLUTION #26-22

Page 1 of 2

WHEREAS, The Project is eligible for the expenditure of federal aid funds and is programmed in the approved federally approved STIP for fiscal years 2026, 2027 and 2028, and is identified in MnDOT records as State Project(s) 086-636-009,086-636-010,227-090-001, and in Federal Highway Administration ("FHWA") records as Minnesota Project STBG-TA 8626(221); and

WHEREAS, Wright County desires to proceed with the construction of the project in advance of the year it is programmed for a portion of the federal funds; and

WHEREAS, It is permissible under Federal Highway Administration procedures to perform advance construction of eligible projects with non-federal funds, with the intent to request federal funding in subsequent federal fiscal years,

IT IS RESOLVED that pursuant to Minnesota Stat. Sec. 161.36, the Commissioner of Transportation be appointed as Agent of Wright County to accept as its agent, federal aid funds which may be made available for eligible transportation related projects.

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 09, 2026, 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 #26-22

BOARD OF WRIGHT COUNTY COMMISSIONERS

DATE ADOPTED:
March 17, 2026

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

RESOLUTION #26-22

BE IT FURTHER RESOLVED, the Board Chairman and County Administrator are hereby authorized and directed for and on behalf of Wright County to execute and enter into an agreement with the Commissioner of Transportation prescribing the terms and conditions of said federal aid participation as set forth and contained in "Minnesota Department of Transportation MnDOT Contract Number 1062556," a copy of which said agreement was before the County Board and which is made a part hereof by reference.

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 *
3/17/2026 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) *
Adopt Resolution 26-23, to Enter into Agency Agreement 1062288 for Exchange of State Funds for Federal Funds

Short Title (what will appear on Agenda outline - 250 character max.) *
Adopt Resolution 26-23, to Enter into Agency Agreement 1062288 for Exchange of State Funds for Federal Funds

Value Stream the request primarily aligns with:
Develop County Infrastructure

Briefly describe how the request aligns with the selected value stream.
We are able to receive additional federal funds for our project from Todd County. This will aid them in delivering their project without any additional workload for Wright County staff.

Describe the impact on staffing resources.
None

Fiscal Impact:
None

Background/Justification:
"Swapping" of Federal and State funds with Todd County will provide them flexibility to deliver their project and will not increasing our workload. Wright County entered into a similar agreement with Benton County in 2025, but in that case, we were the "Donor" county. This allowed us to deliver the CSAH 35/8 project on time and reduced our workload. Collaboration between counties is very common and supported by highway staff when opportunities arise.

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
SAP 077-651-005 Agreement (Donor Fund Swap).pdf	Attachment
3.17.26 086-639-025Agree1062288 (Recipient Fund Swap).pdf	Attachment
26-23 Agency Agreement No. 1602288 - FLAT.pdf	Attachment

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision

Approved

Notes

County Administrator Review

County Administrator Decision

Notes

MnDOT Contract No. 1602288

DEPARTMENT OF TRANSPORTATION

STATE OF MINNESOTA

AGENCY AGREEMENT

for

EXCHANGE OF FEDERAL FUNDS FOR STATE AID FUNDS (RECIPIENT)

This Agreement is entered into by and between Wright County ("Recipient County") and the State of Minnesota acting through its Commissioner of Transportation ("MnDOT").

RECITALS

1. Minnesota Statutes § 471.59, subd. 10, §162.031, §162.091, and Title 23 USC 133 authorizes the parties to enter into this Agreement; and
2. The Federal fund exchange program is a voluntary program which allows State Aid agencies, who have been selected to receive federal funds to trade them with other State Aid agencies for state aid funds; and
3. Recipient County is in need of Federal Funds for State Project Number (SP) 086-639-025 in Fiscal Year 2029 and Recipient County is willing to transfer $1,820,050.00 of State Aid Funds to Todd County ("Donor County"). In exchange Donor County under a separate agreement with MnDOT Contract Number 1062287 will make federal funds it received for SP 077-651-005 available to Recipient County. The federal funds for 077-651-005 are available in federal fiscal year 2029, and
4. MnDOT is willing to facilitate these transactions.

AGREEMENT TERMS

1. Term of Agreement

1.1. **Effective Date.** This Agreement will be effective upon execution by Recipient County and by appropriate State officials, pursuant to Minnesota Statutes Section 16C.05, and will remain in effect for seven (7) years from the effective date or until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

1.2. **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 8. Liabilities and Claims; 9. State Audits; 10. Government Data Practices; and 12. Governing Law; Jurisdiction; Venue.

2. Recipient County's Duties

2.1. Prior to execution of this Agreement, Recipient County filled out a fund exchange application and submitted it to MnDOT.

2.2. Recipient County receiving federal funds will complete the federal process to receive federal funds for SP 086-639-025 in accordance with all federal rules and regulations as well as the Delegated Contract Process ("DCP") Process as outlined in agency DCP contract agreement no. dcp(1052257) Payment provisions for federally eligible costs will be as stated herein.

2.3. Recipient County will pay any part of the cost or expense of the Project that is not paid by federal funds.

2.4. The Recipient County will perform all of its duties and obligations in MnDOT Contract Number dcp(1052257), which is incorporated herein by reference, in the solicitation, letting, award, and administration of the construction of the Project.

3. MnDOT's Duties

3.1. MnDOT will perform all of its duties in accordance with MnDOT Contract Number dcp(1052257), which is incorporated herein by reference.

3.2. MnDOT will approve fund exchange application and match Donor and Recipient projects.

3.3. MnDOT will complete documentation in for State Transportation Improvement Program ("STIP") modification to facilitate the fund exchange.

3.4. MnDOT will do all work necessary to request authorization of federal funds for Recipient County once all preconstruction requirements are completed per the DCP Process.

3.5. MnDOT will act as an agent to transfer $1,820,050.00 in federal funds from Donor County to Recipient County's project 086-639-025. MnDOT will act as an agent to transfer $1,820,050.00 in State Aid Funds from Recipient County to Donor County for project 077-651-005. These transfers will occur when 2029 federal fund obligation authority is available.

3.6. MnDOT is executing a separate MnDOT Contract Number 1062287 with Donor County to complete the transfer of funds.

4. Time

4.1. The Recipient County must comply with all the time requirements described in this Agreement. In the performance of this Agreement, time is of the essence.

4.2. The period of performance is defined as beginning on the date of federal authorization and ending on the date defined in the federal financial system or federal agreement ("end date"). **No work completed** after the **end date** will be eligible for federal funding. Recipient County must submit all contract close out paperwork to MnDOT at least twenty-four months prior to the **end date**.

5. Payment

5.1. The Local Government will pay any part of the cost or expense of the work that the FHWA does not pay.

5.2. The Local Government will make requests for reimbursement in accordance with the payment provisions in MnDOT Contract Number dcp(1052257), which is incorporated by reference, and will comply with the requirements of 2 CFR Part 200.

6. Authorized Representatives

6.1. MnDOT's Authorized Representative is:

Name: Christopher Nobach, or their successor.

Title: State Aid, Special Projects

Phone: 651-366-3824

Email: Christopher.nobach@state.mn.us

MnDOT's Authorized Representative has the responsibility to monitor Recipient County's performance and the authority to accept the services provided under this Agreement. If the services are satisfactory, MnDOT's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2. The Recipient County's Authorized Representative is:

Name: Chad Hausmann, or their successor.

Title: Wright County Engineer

Phone: 763-682-7387

Email: chad.hausmann@co.wright.mn.us

If the Recipient County's Authorized Representative changes at any time during this Agreement, the Recipient County will immediately notify MnDOT.

7. Assignment Amendments, Waiver, and Agreement Complete

7.1. **Assignment.** The Local Government may neither assign nor transfer any rights or obligations under this Agreement without the prior written consent of MnDOT and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.

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

7.3. **Waiver.** If MnDOT fails to enforce any provision of this agreement, that failure does not waive the provision or MnDOT's right to subsequently enforce it.

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

7.5. **Severability.** If any provision of this Agreement or the application thereof is found to be invalid or unenforceable to any extent, the remainder of the Agreement, including all material provisions and the application of such provisions, will not be affected and will be enforceable to the greatest extent permitted by the law.

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

7.7. **Certification.** By signing this Agreement, the Local Government certifies that it is not suspended or debarred from receiving federal or state awards.

8. Liability and Claims

8.1. **Tort Liability.** Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of any others and the results thereof. The Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, governs MnDOT liability.

8.2. **Claims.** The Local Government acknowledges that MnDOT is acting only as the Local Government's agent for acceptance and disbursement of federal funds, and not as a principal or co-principal with respect to the Project. The Local Government will pay any and all lawful claims arising out of or incidental to the Project including, without limitation, claims related to contractor selection (including the solicitation, evaluation, and acceptance or rejection of bids or proposals), acts or omissions in performing the Project work, and any *ultra vires* acts. To the extent permitted by law, the Local Government will indemnify, defend (to the extent permitted by the Minnesota Attorney General), and hold MnDOT harmless from any claims or costs arising out of or incidental to the Project(s), including reasonable attorney fees incurred by MnDOT. The Local Government's indemnification obligation extends to any actions related to the certification of DBE participation, even if such actions are recommended by MnDOT.

9. Audits

9.1. Under Minn. Stat. § 16C.05, Subd.5, the books, records, documents, and accounting procedures and practices of the Local Government, or any other party relevant to this Agreement or transaction, are subject to examination by MnDOT and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. The Local Government will take timely and appropriate action on all deficiencies identified by an audit.

9.2. The Local Government will comply with the Single Audit Act of 1984(with amendment in 1996) and Office of Management and Budget (OMB)'s 2 CFR 200 Subpart F, including amendments and successors thereto, which are incorporated herein by reference.

9.3. All requests for reimbursement are subject to audit, at MnDOT's discretion. The cost principles outlined in 2 CFR 200.400-.476 will be used to determine whether costs are eligible for reimbursement under this Agreement.

9.4. If Local Government expends $750,000 or more in Federal Funds during the Local Government's fiscal year, the Local Government must have a single audit or program specific audit conducted in accordance with 2 CFR Part 200.

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

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

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

13. Termination; Suspension

13.1. **Termination by MnDOT or Commissioner of Administration.** MnDOT or Commissioner of Administration may unilaterally terminate this Agreement with or without cause, upon 30 days written notice to the Local Government. Upon termination, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

13.2. **Termination for Cause.** MnDOT may immediately terminate this Agreement if MnDOT finds that there has been a failure to comply with the provisions of this Agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that the Local Government has been convicted of a criminal offense relating to a state agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. MnDOT may take action to protect the interests of MnDOT of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

13.3. **Termination for Insufficient Funding.** MnDOT may immediately terminate this Agreement if:

13.3.1. Funding is not obtained from the Minnesota Legislature; or

13.3.2. Funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Local Government. MnDOT is not

obligated to pay for any services that are provided after notice and effective date of termination. However, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. MnDOT 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. MnDOT will provide the Local Government notice of the lack of funding within a reasonable time of MnDOT's receiving that notice.

13.4. **Suspension.** MnDOT may immediately suspend this Agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Local Government during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

14. **Data Disclosure.** Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Local Government consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to MnDOT, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Local Government to file state tax returns and pay delinquent state tax liabilities, if any.

15. **Fund Use Prohibited.** The Local Government will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Local Government from utilizing these funds to pay any party who might be disqualified or debarred after the Local Government's contract award on this Project.

16. **Discrimination Prohibited by Minnesota Statutes §181.59.** The Local Government will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.

17. **Appendix II 2 CFR Part 200.** The Local Government agrees to comply with the following federal requirements as identified in 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and agrees to pass through these requirements to its subcontractors and third party contractors, as applicable. In addition, the Local Government shall have the same meaning as "Contractor" in the federal requirements listed below.

17.1.1. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such

sanctions and penalties as appropriate.

17.1.2. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

17.1.3. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

17.1.4. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

17.1.5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

17.1.6. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR

Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

17.1.7. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

17.1.8. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

17.1.9. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

17.1.10. Local Government will comply with 2 CFR § 200.323.

17.1.11. Local Government will comply with 2 CFR § 200.216.

17.1.12. Local Government will comply with 2 CFR § 200.322.

17.2. **Drug-Free Workplace.** The Local Government will comply with the Drug-Free Workplace requirements under subpart B of 49 C.F.R. Part 32.

17.3. **Title VI/Non-discrimination Assurances.** The Local Government hereby agrees that, as a condition of receiving any Federal financial assistance under this Agreement, it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d), related nondiscrimination statutes (i.e., 23 U.S.C. § 324, Section 504 of the Rehabilitation Act of 1973 as amended, and the Age Discrimination Act of 1975), and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, sex, disability, or age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Local Government receives Federal financial assistance.

The Local Government hereby agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. If federal funds are included in any contract, the Local Government will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Local Government's compliance with this provision. The Local Government must cooperate with State throughout the review process by supplying all requested information and documentation to State, making Local

Government staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State. If Title VI/Non Discrimination Assurances found on public state websites or elsewhere conflict with Attached Exhibit "April 2025 Assurances" document, the attached "April 2025 Assurances" language controls.

17.4. **Buy America.** The Local Government must comply with the Buy America domestic preferences contained in the Build America, Buy America Act (Sections 70901-52 of the Infrastructure Investment and Jobs Act, Public Law 117-58) and as implemented by US DOT operating agencies and the US Office of Management and Budget, as applicable.

17.5. **Federal Funding Accountability and Transparency Act (FFATA).**

17.5.1. This Agreement requires the Local Government to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The Local Government is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Local Government provides information to the MnDOT as required.

a. Reporting of Total Compensation of the Local Government's Executives.

b. The Local Government shall report the names and total compensation of each of its five most highly compensated executives for the Local Government's preceding completed fiscal year, if in the Local Government's preceding fiscal year it received:

i. 80 percent or more of the Local Government's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

ii. $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.).

Executive means officers, managing partners, or any other employees in management positions.

c. Total compensation means the cash and noncash dollar value earned by the executive during the Local Government's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax qualified.

17.5.2. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

17.5.3. The Local Government must report executive total compensation described above to the MnDOT by the end of the month during which this Agreement is awarded.

17.5.4. The Local Government will obtain a Unique Entity Identifier (UEI) number and maintain this number for the term of this Agreement. This number shall be provided to MnDOT on the plan review checklist submitted with the plans for each project.

17.5.5. The Local Government's failure to comply with the above requirements is a material breach of this Agreement for which the MnDOT may terminate this Agreement for cause. The MnDOT will not be obligated to pay any outstanding invoice received from the Local Government unless and until the Local Government is in full compliance with the above requirements.

[THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK.]

RECIPIENT COUNTY

Recipient County certifies that the appropriate person(s) have executed the contract on behalf of the Recipient County as required by applicable articles, bylaws, resolutions or ordinances

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

By: _____

Title: _____

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____

Date: _____

EXHIBIT "April 2025 Assurances"

TERM B.1
TITLE VI ASSURANCE
(Implementing Title VI of the Civil Rights Act of 1964, as amended)

ASSURANCE CONCERNING NONDISCRIMINATION IN FEDERALLY-ASSISTED PROGRAMS AND ACTIVITIES RECEIVING OR BENEFITING FROM FEDERAL FINANCIAL ASSISTANCE

(Implementing the Rehabilitation Act of 1973, as amended, and the Americans With Disabilities Act, as amended)

49 C.F.R. Parts 21 (including any amendments thereto), 25, 27, 37 and 38

The United States Department of Transportation (USDOT)

Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

By signing and submitting the Technical Application and by entering into this grant agreement under the grant program on the title page of Schedules A to H to the Grant Agreement, the Recipient **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Federal Highway Administration (FHWA), it is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq*., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21, including any amendments thereto (entitled *Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," for which the Recipient receives Federal financial assistance from DOT, including the FHWA.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted award under the grant program on the title page of Schedules A to H to the Grant Agreement:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. Part 21, including any amendments thereto, will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with an award under the grant program on the title page of Schedules A to H to the Grant Agreement and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

   "*The Recipient, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.*"

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.

4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.

5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.

6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.

7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:

    a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

    a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
    b. the period during which the Recipient retains ownership or possession of the property.

9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the Recipient also agrees to comply (and require any sub-recipients, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FHWA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the FHWA. You must keep records, reports, and submit the material for review upon request to FHWA, or its designee in a timely,

complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Recipient gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the grant program on the title page of Schedules A to H to the Grant Agreement . This ASSURANCE is binding on the Recipient, other recipients, sub-recipients, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the award under the grant program on the title page of Schedules A to H to the Grant Agreement.

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21, including any amendments thereto.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

    a. withholding payments to the contractor under the contract until the contractor complies; and/or
    b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as

the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Specific Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the Recipient will accept title to the lands and maintain the project constructed thereon in accordance with the terms and conditions of the award under the grant program on the title page of Schedules A to H to the Grant Agreement**,** and the policies and procedures prescribed by the Federal Highway Administration (FHWA) of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, including any amendments thereto, pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto Recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the Recipient, its successors and assigns.

The Recipient, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the Recipient will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, including any amendments thereto, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Recipient pursuant to the provisions of Specific Assurance 7(a):

A. The (Recipient, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

    1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (Recipient, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the Recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Recipient pursuant to the provisions of Specific Assurance 7(b):

A. The (Recipient, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (Recipient, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, Recipient will there upon revert to and vest in and become the absolute property of Recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq*., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21, including any amendments thereto.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq*.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq*.), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq*.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 et seq).

MnDOT Contract No. 1062287

DEPARTMENT OF TRANSPORTATION

STATE OF MINNESOTA

AGENCY AGREEMENT

for

EXCHANGE OF FEDERAL FUNDS FOR STATE AID FUNDS (DONOR)

This Agreement is entered into by and between Todd County ("Donor County") and the State of Minnesota acting through its Commissioner of Transportation ("MnDOT").

RECITALS

1. Minnesota Statutes § 471.59, subd. 10, §162.031, §162.091, and Title 23 USC 133 authorizes the parties to enter into this Agreement; and
2. The Federal fund exchange program is a voluntary program which allows State Aid agencies, who have been selected to receive federal funds to trade them with other State Aid agencies for state aid funds; and
3. Recipient Wright County ("Recipient County") is in need of Federal Funds for State Project Number (SP) 086-639-025 in Fiscal Year 2029 and Donor County is willing to transfer Federal funds designated for State Project No. 077-651-005 to Recipient County. In exchange Recipient County will transfer $1,820,050.00 to Donor County under a separate agreement with MnDOT Contract Number 1062288: and
4. MnDOT is willing to facilitate these transactions.

AGREEMENT TERMS

1. Term of Agreement

1.1. **Effective Date.** This Agreement will be effective upon execution by Donor County and by appropriate State officials, pursuant to Minnesota Statutes Section 16C.05, and will remain in effect for five (5) years from the effective date or until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

1.2. Survival of Terms. All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 7. Liabilities and Claims; 8.1. State Audits; 9. Government Data Practices; and 10. Governing Law; Jurisdiction; Venue.

2. Donor County's Duties

2.1. Prior to execution of this Agreement, Donor County filled out a fund exchange application and submitted it to MnDOT.

2.2. Donor County will complete SAP 077-651-005 using donated funds provided by Recipient County, according to State-Aid procedures and applicable state and federal law.

3. MnDOT's Duties

3.1. MnDOT will approve fund exchange application and match Donor and Recipient projects.

3.2. MnDOT will act as an agent to transfer $1,820,050.00 in federal funds from Donor County to Recipient County's project 086-639-025. MnDOT will act as an agent to transfer $1,820,050.0 in State Aid Funds from Recipient County to Donor County for project 077-651-005. The State Aid transfer will occur after 2029 federal fund obligation authority is available and both donor and recipient agreements are executed.

3.3. MnDOT has executed a separate MnDOT Contract Number 1062288 with Recipient County to complete the transfer of funds.

3.4. MnDOT will complete documentation for State Transportation Improvement Program (STIP) modification to facilitate the fund exchange.

4. Time

4.1. The Donor County must comply with the time requirements described in this Agreement. In the performance of this Agreement, time is of the essence.

5. Authorized Representatives

5.1. MnDOT's Authorized Representative is:

Name: Christopher Nobach, or their successor.

Title: State Aid, Special Projects

Phone: 651-366-3824

Email: christopher.nobach@state.mn.us

MnDOT's Authorized Representative has the responsibility to monitor Donor County's performance and the authority to accept the services provided under this Agreement. If the services are satisfactory, MnDOT's Authorized Representative will certify acceptance on each invoice submitted for payment.

5.2. The Donor County's Authorized Representative is:

Name: Loren Fellbaum, or their successor.

Title: Todd County Engineer

Phone: 320-732-2722

Email: loren.fellbaum@co.todd.mn.us

If the Donor County's Authorized Representative changes at any time during this Agreement, the Donor County will immediately notify MnDOT.

6. Assignment Amendments, Waiver, and Agreement Complete

6.1. **Assignment.** The Donor County may neither assign nor transfer any rights or obligations under this Agreement without the prior written consent of MnDOT and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.

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

6.3. **Waiver.** If MnDOT fails to enforce any provision of this Agreement, that failure does not waive the provision or MnDOT's right to subsequently enforce it.

6.4. **Agreement Complete.** This Agreement contains all negotiations and agreements between MnDOT and the Donor County. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6.5. **Severability.** If any provision of this Agreement or the application thereof is found to be invalid or unenforceable to any extent, the remainder of the Agreement, including all material provisions and the application of such provisions, will not be affected and will be enforceable to the greatest extent permitted

by the law.

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

6.7. **Certification.** By signing this Agreement, the Donor County certifies that it is not suspended or debarred from receiving federal or state awards.

7. Liability and Claims

7.1. **Liability.** Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of any others and the results thereof. The Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, governs MnDOT liability.

8. Audits

8.1. Under Minn. Stat. § 16C.05, Subd.5, the books, records, documents, and accounting procedures and practices of the Donor County, or any other party relevant to this Agreement or transaction, are subject to examination by MnDOT and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. The Donor County will take timely and appropriate action on all deficiencies identified by an audit.

9. Government Data Practices. The Donor County and MnDOT must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by MnDOT under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Donor County under this Agreement. The civil remedies of Minn. Stat. §13.08 apply to the release of the data.

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

11. Termination; Suspension

11.1. Except for termination for insufficient funding or suspension, this Agreement may terminate only upon mutual written agreement of the parties.

11.2. **Termination for Insufficient Funding.** MnDOT may immediately terminate this Agreement if:

11.2.1. It does not obtain funding from the Minnesota Legislature; or

11.2.2. Funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Donor County. MnDOT is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Donor County will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. MnDOT 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. MnDOT will provide the Donor County notice of the lack of funding within a reasonable time of MnDOT's receiving that notice.

11.3. **Suspension.** MnDOT may immediately suspend this Agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Donor County during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

12. Data Disclosure. Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Donor County consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax

identification number, already provided to MnDOT, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Donor County to file state tax returns and pay delinquent state tax liabilities, if any.

[THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK.]

MnDOT Contract No. 1062287

DONOR COUNTY

Donor County certifies that the appropriate person(s) have executed the contract on behalf of the Donor County as required by applicable articles, bylaws, resolutions or ordinances

By: Bob Byer

Title: Todd County Board Chair

Date: 2-17-2026

DEPARTMENT OF TRANSPORTATION

By: _____

Title: _____

Date: _____

By: Renee Lauda

Title: Todd County Auditor Treas

Date: 2-17-2026

COMMISSIONER OF ADMINISTRATION

By: _____

Date: _____

WHERE THE FOREST MEETS THE PRAIRIE
Todd County
• MINNESOTA • EST. 1855 •

On a motion by Neumann and second by Denny the following was adopted by unanimous vote:

APPROVAL OF MNDOT AGREEMENT 1062287 – EXCHANGE OF FEDERAL FUNDS FOR STATE AID FUNDS FOR SAP 077-651-005 (2029 PROJECT ON COUNTY STATE AID HIGHWAY 51)

WHEREAS, The Federal fund exchange program is a voluntary program which allows State Aid agencies, who have been selected to receive federal funds to trade them with other State Aid agencies for state aid construction funds, and;

WHEREAS, Minnesota Statutes § 471.59, subd. 10, §162.031, §162.091, and Title 23 USC 133 authorizes the parties to enter into this Agreement, and;

WHEREAS, Recipient Wright County ("Recipient County") is in need of Federal Funds for State Project Number (SP) 086-639-025 in Fiscal Year 2029 and Todd County ("Donor County") is willing to transfer Federal Funds designated for State Project No. 077-651-005 to Recipient County, in exchange Recipient County will transfer $1,820,050.00 of State Aid Construction Funds to Donor County under a separate agreement with MnDOT Contract Number 1062288, and;

WHEREAS, the Minnesota Department of Transportation is willing to facilitate these transactions on behalf of Wright County and Todd County.

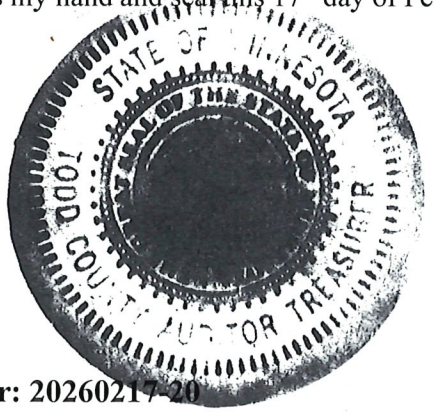
NOW, THEREFORE BE IT RESOLVED, that the Todd County Board of Commissioners does hereby agree that pursuant to Minnesota Stat. Sec. 161.36, the Commissioner of Transportation be appointed as Agent of the Donor County to accept as its agent, federal aid funds which may be made available for eligible transportation related projects, and;

BE IT FURTHER RESOLVED, the Chairperson of the Board of Commissioners and the County Auditor/Treasurer are hereby authorized and directed for and on behalf of the Donor County to execute and enter into an agreement with the Commissioner of Transportation prescribing the terms and conditions of said federal aid participation as set forth and contained in "Minnesota Department of Transportation Agency Agreement No. 1062287, a copy of which said agreement was before the County Board and which is made a part hereof by reference..

STATE OF MINNESOTA }
COUNTY OF TODD }

I, Denise Gaida, Todd County Auditor/Treasurer, hereby certify that I have compared the foregoing copy of the resolution of the County Board of said County with the original record thereof on file in the Auditor-Treasurer's Office of Todd County in Long Prairie, Minnesota as stated in the minutes of the proceedings of said board at a meeting duly held on February 17th, 2026, and that the same is a true and correct copy of said original record and of the whole thereof, and that said resolution was duly passed by said board at said meeting. Witness my hand and seal this 17th day of February, 2026.

Denise Gaida, County Auditor/Treasurer



Board Action Tracking Number: 20260217-20

RESOLUTION #26-23
BOARD OF WRIGHT COUNTY COMMISSIONERS

DATE ADOPTED:
March 17, 2026

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

RESOLUTION #26-23

WHEREAS, The Federal fund exchange program is a voluntary program which allows State Aid agencies, who have been selected to receive federal funds to trade them with other State Aid agencies for state aid funds; and

WHEREAS, Minnesota Statutes § 471.59, subd. 10, §162.031, §162.091, and Title 23 USC 133 authorizes the parties to enter into this Agreement; and

WHEREAS, Recipient County needs Federal Funds for State Project Number (SP) 086-639-025 in Fiscal Year 2029 and Recipient County is willing to transfer $1,820,050.00 of State Aid Funds to Todd County ("Donor County"). In exchange Donor County under a separate agreement with MnDOT Contract Number 1062287 will make federal funds it received for SP 077-651-005 available to Recipient County. The federal funds for 077-651-005 are available in federal fiscal year 2029, and

WHEREAS, Minnesota Department of Transportation is willing to facilitate these transactions on behalf of Wright County and Todd County

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 17, 2026, 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 #26-23

BOARD OF WRIGHT COUNTY COMMISSIONERS

DATE ADOPTED:
March 17, 2026

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

RESOLUTION #26-23

BE IT RESOLVED, that pursuant to Minnesota Stat. Sec. 161.36, the Commissioner of Transportation be appointed as Agent of the Recipient City/County to accept as its agent, federal aid funds which may be made available for eligible transportation related projects.

BE IT FURTHER RESOLVED, the Board Chair and the County Administrator are hereby authorized and directed for and on behalf of the Recipient County to execute and enter into an agreement with the Commissioner of Transportation prescribing the terms and conditions of said federal aid participation as set forth and contained in "Minnesota Department of Transportation Agency Agreement No. **1602288**, a copy of which said agreement was before the County Board and which is made a part hereof by reference.

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 *
3/17/2026 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) *
Adopt Resolution 26-24, Approving Trunk Highway 25 Detour Agreement with MnDOT

Short Title (what will appear on Agenda outline - 250 character max.) *
Adopt Resolution 26-24, Approving Trunk Highway 25 Detour Agreement with MnDOT

Value Stream the request primarily aligns with:
Develop County Infrastructure

Briefly describe how the request aligns with the selected value stream.
This detour agreement aids MnDOT in construction along TH 25 from Buffalo to Monticello.

Describe the impact on staffing resources.
None

Fiscal Impact:
Agreement will provide revenue back to county to offset additional traffic on county system during detour.

Background/Justification:
State has a need to close TH 25 to thru traffic for most of the 2026 construction season. Work includes new pavement, centerline culverts and improvements to several intersections. This will provide much needed improvements to safety, capacity, drainage and pavement condition from Buffalo to Monticello.

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
3.17.26 TH25 MnDOT Detour Agr 1062476.pdf	Attachment
26-24 Highway 25 Detour Agreement - FLAT.pdf	Attachment

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision
Approved

Notes

County Administrator Review

County Administrator Decision

Notes

MnDOT Contract No.: 1062476

STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
And
WRIGHT COUNTY
DETOUR AGREEMENT
For Trunk Highway No. 25 Detour

State Project Number (S.P.): 8605-54
Trunk Highway Number (T.H.): 25=025

Original Amount Encumbered
$151,907.18

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and Wright County acting through its Board of Commissioners ("County").

Recitals

1. The State is about to perform Full Depth Reclamation construction upon, along, and adjacent to Trunk Highway No. 25 from Catlin Avenue in Buffalo to Kjelberg Court in Monticello under State Project No. 8605-54 (T.H. 25=025); and
2. The State requires a detour to carry T.H. 25 traffic on County State Aid Highway (C.S.A.H.) No. 12, County State Aid Highway (C.S.A.H.) No. 37, County Road (C.R.) No. 131 and County Road (C.R.) No. 117 during the construction; and
3. The State is willing to reimburse the County for the road life consumed by the detour as hereinafter set forth; and
4. Minnesota Statutes § 471.59, subdivision 10, § 161.25, and § 161.20, subdivision 2(b), authorize the parties to enter into this Agreement.

Agreement

1. Term of Agreement; Incorporation of Exhibits

1.1. ***Effective Date.*** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.

1.2. ***Expiration Date.*** This Agreement will expire when the State removes all detour signs, returns the temporary Trunk Highway detour to the County, and pays for the detour compensation.

2. Agreement Between the Parties

2.1. ***Detour.***

A. ***Location.*** The State will establish the T.H. 25 detour route on the following County Road(s) as detailed in the project plans or Special Provisions:

Stage 1 - C.S.A.H. No. 12, C.S.A.H. No. 37 and C.R. 131 for a total distance of 7.22 miles.

Stage 2 – C.S.A.H. No. 12, C.S.A.H. No. 37 and C.R. No. 117 for a total distance of 9.96 miles.

B. ***Modification of the Detour Route.*** The State may modify the detour route or may add additional roadways to the official detour during construction. The State will request concurrence from the County for changes to the detour route. If such change increases the States total payment amount over the maximum obligation in Article 3.2, the Agreement will be amended.

C. ***Axle Loads and Over-Dimension Loads.*** The County will permit 10-ton axle loads on the detour route. Over-dimension loads will not be permitted except in cases of extreme emergency.

D. ***Traffic Control Devices.*** The State may install, maintain, and remove any traffic control devices it considers necessary to properly control the detoured traffic. The State may paint roadway markings, such as the centerline, edge lines, and necessary messages.

E. ***Detour Maintenance.*** The State will perform any necessary bituminous patching and ordinary maintenance on the roadway or shoulder of the County roads used for the detour, at no cost or expense to the County. Bituminous patching is defined as any work, including continuous full width overlays, less than 100 feet in length. All State expenditures beyond those required for bituminous patching and ordinary maintenance will be credited against the road life consumed reimbursement due the County.

F. ***Duration.*** The State will provide the County with advance notice identifying the dates the State intends to place and remove the detour signing.

2.2. ***Basis of State Cost (Road Life Consumed).*** The State will reimburse the County for the road life consumed by the detour using the following methods, as set forth in the Detour Management Study Final Report dated January 1991, and updated by MnDOT's Policy on Cost Participation for Cooperative Construction Projects and Maintenance Responsibilities between MnDOT and Local Units of Government.

A. The "Gas Tax Method" formula, multiplies the Combined Tax Factor per mile times the Average Daily Traffic ("ADT") count of vehicles diverted from the Trunk Highway times the county road length in miles times the duration of the detour in days to determine the State's cost for the road life consumed by the detour. If an ADT changes, the parties will amend the Agreement.

B. The County may, at its option, perform an "Equivalent Overlay Method" analysis. A State-approved firm, at no cost or expense to the State, must perform the testing and analysis. The County will keep records and accounts to verify any claim it might bring against the State for additional costs using the "Equivalent Overlay Method".

3. Payment

3.1. ***For Road Life Consumed.*** **$151,907.18** is the State's estimated cost for the road life consumed by the detour based on the data below:

Stage	Tax Factor	ADT	Road Length (Miles)	Duration (Days)	Cost
Stage 1	0.00513	15,777	7.22	82	$47,917.36
Stage 2	0.00513	15,777	9.96	129	$103,989.82

Road Life Consumed Amount: $151,907.18

The State's total payment for the road life consumed by the detour is equal to the amount computed by using the "Gas Tax Method" formula plus any amount determined by using the "Equivalent Overlay Method" analysis that is in excess of twice the "Gas Tax Method" amount.

3.2. ***Maximum Obligation.*** **$450,000.00** is the maximum obligation of the State under this Agreement and must not be exceeded unless the maximum obligation is increased by execution of an amendment to this Agreement.

3.3. ***Conditions of Payment.*** The State will pay the County the State's total road life consumed payment amount after performing the following conditions.

A. Execution of this Agreement and the County's receipt of the executed Agreement.

B. State's encumbrance of the State's total payment amount.

C. State's removal of all detour signs.

D. State notifies the County of the removal of the detour signs, and the number of days the detour was in effect.

E. State's receipt of a written request from the County for payment.

4. Release of Road Restoration Obligations

By accepting the State's road life consumed payment plan and total payment amount, the County releases the State of its obligation, under Minnesota Statutes § 161.25, to restore the county roads used as a T.H. 25 detour to as good of condition as they were before designation as temporary trunk highways.

5. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

5.1. The State's Authorized Representative will be:

Name, Title:	Scott Zeidler, Engineering Specialist Senior – Materials (or successor)
Address:	7694 Industrial Park Road, Baxter, MN 56425
Telephone:	218-828-5800
E-Mail:	scott.zeidler@state.mn.us

5.2. The County's Authorized Representative will be:

Name, Title:	Chad Hausmann, Wright County Engineer (or successor)
Address:	3600 Braddock Avenue Northeast, Buffalo, MN 55313
Telephone:	763-242-6080
E-Mail:	chad.hausmann@co.wright.mn.us

6. Assignment; Amendments; Waiver; Contract Complete

6.1. ***Assignment.*** No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.

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

6.3. ***Waiver.*** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.

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

7. Liability

The County and State will be responsible for their own acts and omissions, to the extent authorized by law. Minnesota Statutes § 3.736 governs the State's liability. Minnesota Statutes, Chapter 466 governs the liability of the County.

8. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the County's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

9. Government Data Practices

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

10. Governing Law; Jurisdiction; Venue

Minnesota law governs the validity, interpretation, and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11. Termination; Suspension

11.1. ***By Mutual Agreement.*** This Agreement may be terminated by mutual agreement of the parties or by the State for insufficient funding as described below.

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

11.3. ***Suspension.*** In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities, performance, and payments authorized through this Agreement. Any work performed during a period of suspension will be considered unauthorized work and will be undertaken at the risk of non-payment.

12. Force Majeure

No party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

[The remainder of this page has been intentionally left blank]

MnDOT Contract No.: **1062476**

STATE ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

SWIFT Purchase Order: 3000867062

WRIGHT COUNTY

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

Approved:

By: _____
(District Engineer)

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
(With Delegated Authority)

Date: _____

INCLUDE COPY OF THE RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

RESOLUTION #26-24
BOARD OF WRIGHT COUNTY COMMISSIONERS

DATE ADOPTED:
March 17, 2026

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

RESOLUTION #26-24

WHEREAS, The State is about to perform full depth reclamation upon, along, and adjacent to TH 25 from Catlin Ave. in Buffalo to Kjelberg Court in Monticello under State Project No. 8605-54, and

WHEREAS, The State requires a detour to carry TH 25 traffic on CSAH 12, CSAH 37, CR113, CR 117 during the construction, and

WHEREAS, the State is willing to reimburse the County for the road life consumed by the detour

WHEREAS, Minnesota Statutes 471.59, subdivision 10, 161.25, and 161.20, subdivision 2(b), authorize the parties to enter into this agreement.

BE IT RESOLVED, that Wright County enter in MnDOT Agreement No. 1062476, a copy of which said agreement was before the County Board and which is made a part hereof by reference.

BE IT FURTHER RESOLVED, the Board Chair and the County Administrator are hereby 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, 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
Chad Hausmann

Requestor Title
Highway Engineer

Department (please use dropdown to select department) *
HIGHWAY

Target Meeting Date *
3/17/2026 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) *
Adopt Resolution 26-25, Approving Trunk Highway 24 Detour Agreement with MnDOT

Short Title (what will appear on Agenda outline - 250 character max.) *
Adopt Resolution 26-25, Approving Trunk Highway 24 Detour Agreement with MnDOT

Value Stream the request primarily aligns with:
Develop County Infrastructure

Briefly describe how the request aligns with the selected value stream.
This detour agreement aids MnDOT in constructing the new bridge and interchange at I-94 and TH24 interchange in Clearwater.

Describe the impact on staffing resources.
None

Fiscal Impact:
Agreement will provide revenue back to county to offset additional traffic on county system during detour.

Background/Justification:
State has a need to close TH 24 for approximately 15 days intermittently over the next year to facilitate construction of the new bridge and ramp intersections at the I-94 / TH24 interchange. This will provide much needed improvements to capacity and safety at this interchange.

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
3.17.26 TH24 MnDOT Detour Agr 1062480.pdf	Attachment
26-25 Highway 24 Detour Agreement - FLAT.pdf	Attachment

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision
Approved

Notes

County Administrator Review

County Administrator Decision

Notes

MnDOT Contract No.: 1062480

STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
AND
WRIGHT COUNTY
DETOUR AGREEMENT
For Trunk Highway No. 24 Detour

State Project Number (S.P.): 8611-29
Trunk Highway Number (T.H.): 24=240

Original Amount Encumbered
$11,324.05

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and Wright County acting through its Board of Commissioners ("County").

Recitals

1. The State is about to perform bridge replacement and diverging diamond construction upon, along, and adjacent to Trunk Highway No. 24 at the intersection of T.H. 24 and T.H. 94 in Clearwater under State Project No. 8611-29 (T.H. 24=240); and
2. The State requires a detour to carry T.H. 24 traffic on County State Aid Highway (C.S.A.H.) No. 39, County State Aid Highway (C.S.A.H.) No. 8 and County State Aid Highway (C.S.A.H.) No. 75 during the construction; and
3. The State is willing to reimburse the County for the road life consumed by the detour as hereinafter set forth; and
4. Minnesota Statutes § 471.59, subdivision 10, § 161.25, and § 161.20, subdivision 2(b), authorize the parties to enter into this Agreement.

Agreement

1. Term of Agreement; Incorporation of Exhibits

1.1. ***Effective Date.*** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.

1.2. ***Expiration Date.*** This Agreement will expire when the State removes all detour signs, returns the temporary Trunk Highway detour to the County, and pays for the detour compensation.

2. Agreement Between the Parties

2.1. ***Detour.***

A. ***Location.*** The State will establish the T.H. 24 detour route on the following County road(s) as detailed in the project plans or Special Provisions:

Stage 1 & 2 - C.S.A.H. No. 39, C.S.A.H. No. 8 and C.S.A.H. No. 75 for a total distance of 15.09 miles.

Stage 3 – C.S.A.H. 75 for a total distance of 0.15 miles.

B. ***Modification of the Detour Route.*** The State may modify the detour route or may add additional roadways to the official detour during construction. The State will request concurrence from the

County for changes to the detour route. If such change increases the States total payment amount over the maximum obligation in Article 3.2, the Agreement will be amended.

C. ***Axle Loads and Over-Dimension Loads.*** The County will permit 10-ton axle loads on the detour route. Over-dimension loads will not be permitted except in cases of extreme emergency.

D. ***Traffic Control Devices.*** The State may install, maintain, and remove any traffic control devices it considers necessary to properly control the detoured traffic. The State may paint roadway markings, such as the centerline, edge lines, and necessary messages.

E. ***Detour Maintenance.*** The State will perform any necessary bituminous patching and ordinary maintenance on the roadway or shoulder of the County roads used for the detour, at no cost or expense to the County. Bituminous patching is defined as any work, including continuous full width overlays, less than 100 feet in length. All State expenditures beyond those required for bituminous patching and ordinary maintenance will be credited against the road life consumed reimbursement due the County.

F. ***Duration.*** The State will provide the County with advance notice identifying the dates the State intends to place and remove the detour signing.

2.2. ***Basis of State Cost (Road Life Consumed).*** The State will reimburse the County for the road life consumed by the detour using the following methods, as set forth in the Detour Management Study Final Report dated January 1991, and updated by MnDOT's Policy on Cost Participation for Cooperative Construction Projects and Maintenance Responsibilities between MnDOT and Local Units of Government.

A. The "Gas Tax Method" formula, multiplies the Combined Tax Factor per mile times the Average Daily Traffic ("ADT") count of vehicles diverted from the Trunk Highway times the county road length in miles times the duration of the detour in days to determine the State's cost for the road life consumed by the detour. If an ADT changes, the parties will amend the Agreement.

B. The County may, at its option, perform an "Equivalent Overlay Method" analysis. A State-approved firm, at no cost or expense to the State, must perform the testing and analysis. The County will keep records and accounts to verify any claim it might bring against the State for additional costs using the "Equivalent Overlay Method".

3. Payment

3.1. ***For Road Life Consumed.*** **$11,324.05** is the State's estimated cost for the road life consumed by the detour based on the data below:

Stage	Tax Factor	ADT	Road Length (Miles)	Duration (Days)	Cost
Stage 1 & 2	0.00513	14,556	15.09	10	$11,268.05
Stage 3	0.00513	14,556	0.15	5	$56.00
				Road Life Consumed Amount:	$11,324.05

The State's total payment for the road life consumed by the detour is equal to the amount computed by using the "Gas Tax Method" formula plus any amount determined by using the "Equivalent Overlay Method" analysis that is in excess of twice the "Gas Tax Method" amount.

3.2. ***Maximum Obligation.*** **$30,000.00** is the maximum obligation of the State under this Agreement and must not be exceeded unless the maximum obligation is increased by execution of an amendment to this Agreement.

3.3. ***Conditions of Payment.*** The State will pay the County the State's total road life consumed payment amount after performing the following conditions.

A. Execution of this Agreement and the County's receipt of the executed Agreement.

B. State's encumbrance of the State's total payment amount.

C. State's removal of all detour signs.

D. State notifies the County of the removal of the detour signs, and the number of days the detour was in effect.

E. State's receipt of a written request from the County for payment.

4. Release of Road Restoration Obligations

By accepting the State's road life consumed payment plan and total payment amount, the County releases the State of its obligation, under Minnesota Statutes § 161.25, to restore the county roads used as a T.H. 24 detour to as good of condition as they were before designation as temporary trunk highways.

5. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

5.1. The State's Authorized Representative will be:

Name, Title:	Scott Zeidler, Engineering Specialist Senior – Materials (or successor)
Address:	7694 Industrial Park Road, Baxter, MN 56425
Telephone:	218-828-5800
E-Mail:	scott.zeidler@state.mn.us

5.2. The County's Authorized Representative will be:

Name, Title:	Chad Hausmann, Wright County Engineer (or successor)
Address:	3600 Braddock Avenue Northeast, Buffalo, MN 55313
Telephone:	763-242-6080
E-Mail:	chad.hausmann@co.wright.mn.us

6. Assignment; Amendments; Waiver; Contract Complete

6.1. ***Assignment.*** No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.

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

6.3. ***Waiver.*** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.

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

7. Liability

The County and State will be responsible for their own acts and omissions, to the extent authorized by law. Minnesota Statutes § 3.736 governs the State's liability. Minnesota Statutes, Chapter 466 governs the liability of the County.

8. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the County's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

9. Government Data Practices

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

10. Governing Law; Jurisdiction; Venue

Minnesota law governs the validity, interpretation, and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11. Termination; Suspension

11.1. ***By Mutual Agreement.*** This Agreement may be terminated by mutual agreement of the parties or by the State for insufficient funding as described below.

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

11.3. ***Suspension.*** In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities, performance, and payments authorized through this Agreement. Any work performed during a period of suspension will be considered unauthorized work and will be undertaken at the risk of non-payment.

12. Force Majeure

No party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

MnDOT Contract No.: 1062480

[The remainder of this page has been intentionally left blank]

MnDOT Contract No.: 1062480

STATE ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

SWIFT Purchase Order: 3000867279

WRIGHT COUNTY

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

Approved:

By: _____
(District Engineer)

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
(With Delegated Authority)

Date: _____

INCLUDE COPY OF THE RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

RESOLUTION #26-25
BOARD OF WRIGHT COUNTY COMMISSIONERS

DATE ADOPTED:
March 17, 2026

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

RESOLUTION #26-25

WHEREAS, The State is about to perform bridge replacement and interchange reconstruction upon, along, and adjacent to Trunk Highway No. 24 at the intersection of TH24 and TH 94 in Clearwater under State Project No. 8611-29, and

WHEREAS, The State requires a detour to carry TH 24 traffic on CSAH 39, CSAH 8, and CSAH 75 intermittently during the construction, and

WHEREAS, the State is willing to reimburse the County for the road life consumed by the detour

WHEREAS, Minnesota Department of Transportation is willing to facilitate these transactions on behalf of Wright County and Todd County

BE IT RESOLVED, that Wright County enter in MnDOT Agreement No. 1062480, a copy of which said agreement was before the County Board and which is made a part hereof by reference.

BE IT FURTHER RESOLVED, the Board Chair and the County Administrator are hereby 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 Wednesday, March 11, 2026, 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
Chad Hausmann

Requestor Title
Highway Engineer

Department (please use dropdown to select department) *
HIGHWAY

Target Meeting Date *
3/17/2026 9:00 AM - Board of Wright County Commissioners

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

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

Originator
CDH7387

Item Details

Board Action Requested (this is what will appear on the Agenda) *
Authorize Signatures on Memorandum of Understanding Between Met Council and Wright County

Short Title (what will appear on Agenda outline - 250 character max.) *
Authorize Signatures on Memorandum of Understanding Between Met Council and Wright County

Value Stream the request primarily aligns with:
Develop County Infrastructure

Briefly describe how the request aligns with the selected value stream.
The MOU outlines planning responsibilities required by Federal and State statutes for both MPO and Wright County for areas within the extended urbanized area.

Describe the impact on staffing resources.
None

Fiscal Impact:
None

Background/Justification:
Previous MOU was approved in November of 2013, and an updated MOU is needed because of the 2020 census. No changes to urbanized area in Wright County. Cities of St. Michael and Otsego have already approved the MOU. The parties to this Memorandum of Understanding (MOU) are the Metropolitan Council (Council), the Region 7W Transportation Policy Board (Region 7W TPB), Wright and Sherburne Counties (Counties), the cities of Albertville, Elk River, Hanover, Otsego, and St. Michael.

Route for Review and Approval

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

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

Document Name	Attachment Type
Met Council TC UZA Expansion 7W _030926.pdf	Attachment

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision

Approved

Notes

County Administrator Review

County Administrator Decision

Notes

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE METROPOLITAN COUNCIL, REGION 7W TRANSPORTATION POLICY BOARD, WRIGHT AND SHERBURNE COUNTIES, THE CITIES OF ALBERTVILLE, ELK RIVER, HANOVER, OTSEGO, and ST. MICHAEL
TO CONDUCT FEDERALLY REQUIRED METROPOLITAN TRANSPORTATION PLANNING ACTIVITIES

The parties to this Memorandum of Understanding (MOU) are the Metropolitan Council (Council), the Region 7W Transportation Policy Board (Region 7W TPB), Wright and Sherburne Counties (Counties), the cities of Albertville, Elk River, Hanover, Otsego, and St. Michael;

WHEREAS, federal transportation law and regulations (23 U.S.C. §§ 134 and 135; 49 U.S.C. §§ 5303 and 5304; 23 C.F.R. Part 450, Subpart A – *Transportation Planning and Programming Definitions*; 23 C.F.R. Part 450 Subpart B – *Statewide and Nonmetropolitan Transportation Planning and Programing*; and 23 C.F.R. Part 450 Subpart C – *Metropolitan Transportation Planning and Programming*) require a metropolitan planning organization (MPO) to be designated for all urbanized areas with a population of more than 50,000 to establish and maintain a continuing, coordinated, and comprehensive transportation planning process;

WHEREAS, the Council was established by the Minnesota Legislature in 1967 to plan for the orderly and economic development of the seven county Minneapolis-St. Paul region and was designated by the governor as the MPO for the Minneapolis-St. Paul Urbanized Area in 1973;

WHEREAS, the U.S. Census Bureau identified portions of Wright County including the cities of Albertville, Hanover, Otsego, and St. Michael and portions of Sherburne County including the cities of Elk River and Big Lake Township are included in the contiguous urbanized area identified by the U.S. Census Bureau in both the 2010 and 2020 U.S. census for the Twin Cities metropolitan area, as depicted on the map on Figure 1; hereinafter referred to as "the extended area."

WHEREAS, under federal regulations, the MPO transportation planning area boundary must encompass, at a minimum, the entire "Urbanized Area" as defined by the U.S. Census Bureau and the area expected to become urbanized within the next 20 years;

WHEREAS, federal law does not require a re-designation of an MPO solely due to expansion of its boundary;

WHEREAS, US DOT policy encourages boundary changes to be accomplished through agreements between affected jurisdictions;

WHEREAS, an MOU between the Council and the urbanized areas of Wright and Sherburne counties was finalized and signed by all affected parties in 2012, that the subsequent 2020 census did not result in any

substantial changes to the urbanized areas of Wright and Sherburne counties that are included in the Twin Cities urbanized area as defined by the U.S. Census Bureau and that these changes have subsequently been discussed and agreed that only minor revisions were required to the adopted metropolitan urban area boundary;

WHEREAS, Minnesota Statutes section 473.146, subd. 4 says "(a) The Metropolitan Council is the designated planning agency for any long-range comprehensive transportation planning required by section 134 of the Federal Highway Act of 1962, Section 4 of Urban Mass Transportation Act of 1964 and Section 112 of Federal Aid Highway Act of 1973 and other federal transportation laws. The Council shall assure administration and coordination of transportation planning with appropriate state, regional and other agencies, counties, and municipalities";

WHEREAS, Wright and Sherburne Counties are part of the Central Minnesota Area Transportation Partnership (ATP) for federal transportation funding;

WHEREAS, Wright and Sherburne Counties are part of the Region 7W TPB established by Joint Powers Agreement duly executed by Benton, Sherburne, Stearns, and Wright Counties on January 4, 2000;

WHEREAS, the Region 7W TPB's Statement of Purpose, as defined in the Joint Powers Agreement, is "to address regionally significant transportation issues, conduct regional transportation studies and plans, and solicit and select projects seeking federal transportation funding that support the activities of the Minnesota Department of Transportation (MnDOT) and the Central Minnesota ATP";

WHEREAS, Section 176(c) of the Clean Air Act, 42 U.S.C. § 7506(c), requires federally funded transportation plans, programs, and projects that are funded or approved under 23 U.S.C. (Highways), or the Federal Transit Act, 49 U.S.C. ch. 53 (Public Transportation) to conform with State and Federal air quality implementation plans; and

NOW, THEREFORE, the parties understand:

1. **PURPOSE.** As part of its charge from the state legislature to "assure administration and coordination of transportation planning with appropriate state, regional and other agencies, counties, and municipalities" the Council desires to enter into an understanding with the above named counties and cities in the "extended area" to meet the metropolitan transportation planning requirements as required by federal law;

2. **APPLICABILITY.** This memorandum only addresses to federal metropolitan transportation planning requirements; it does not extend any of the Council's other statutory roles and responsibilities, such as provision of wastewater treatment or transit service, nor the requirement for local land planning in conformance to the Metropolitan Development Guide, to be applicable to these parties;

3. **PLANNING AREA BOUNDARIES**. The metropolitan planning area boundary agreed upon by the "extended area" parties in accordance with federal law will be accepted by the Council and certified by the Federal Highway Administration (FHWA) as the metropolitan transportation planning area for the affected areas of Wright and Sherburne Counties;

4. **TRANSPORTATION PLANNING.** The parties will conduct a transportation planning process that is continuing, cooperative, and comprehensive and provide for the consideration of projects, strategies, and services that address the requirements in 23 C.F.R. Part 450, Subpart C – *Metropolitan Transportation Planning and Programming*. A primary responsibility of the MPO is to prepare an updated multimodal transportation plan every five years. Under federal law, this plan must be "fiscally constrained", so it does not plan for expenditures beyond those revenues expected to be reasonably available within the time frame of the plan. The Council will coordinate with the technical staff representing agencies of the extended area to discuss and agree upon projects in the extended area that are to be included in the MPO's fiscally constrained plan. The Council will coordinate with the Region 7W technical representatives if plan amendments that impact the extended area are needed prior to the usual five-year plan update cycle;

5. **TRANSPORTATION PROGRAMMING.** A primary responsibility of the MPO is to prepare a short-range Transportation Improvement Program to cover a four-year period. The Council and its Transportation Advisory Board (TAB) will work cooperatively with the extended area participants and MnDOT District 3 to develop the Transportation Improvement Program for the Twin Cities Metropolitan Area, adopt it and transmit it to MnDOT for incorporation into the State Transportation Improvement Program (STIP) by October 1 of each year. The TAB will continue to select projects with federal funds for the seven-county area through its regional solicitation process. Projects to be funded with federal money in the extended area will be selected through the existing District 3/7W ATP process, and transmitted to the Council for inclusion in the TIP and STIP. If a TIP amendment that impacts the extended area is needed prior to the usual annual TIP update cycle, MnDOT District 3 and the Region 7W TPB will submit the amendment to the Council for inclusion in the MPO's TIP and subsequently the STIP;

6. **METROPOLITAN PLANNING FUNDING.** The parties understand that the Council will utilize funding from the Consolidated Planning Grant (CPG) from the USDOT to carry out this planning work and will not request additional funding for metropolitan planning activities from the other parties in the extended area;

7. **AIR QUALITY CONFORMITY.** The MPO must assure that its transportation plan and TIP are in conformity with the federal Clean Air Act, as applicable. This will continue to be accomplished under the process described in the "Transportation Conformity Procedures for Minnesota." Portions of Wright County, as well as portions of the original seven county MPO area, were included in the air quality maintenance area in the past and may be included should the region be designated as a non-attainment area by the U.S. Environmental Protection Agency in the future;

8. **COMMUNICATION.** Provision of a forum for interaction among local jurisdictions, between local jurisdictions and state agencies, and between state/local agencies and the public is a key responsibility of MPOs. In order to maintain open communication on transportation planning issues, the Council plans to coordinate meetings with the extended area on an as-needed basis. The meetings will include, at a minimum, key technical staff from both the Council and the extended area. Upon request from staff of the extended area, meetings may also include elected

officials from extended area cities, Wright and Sherburne counties, and/or TAB and Council leadership. All meetings will take place virtually or in-person within the extended area unless an alternative meeting location is requested and agreed upon by the parties. The extended area will be invited to send a representative to the MPO's Technical Advisory Committee (TAC), per the TAC Bylaws. The TAC reviews and recommends for approval the long-range transportation plan, the TIP, UPWP and other studies and plans undertaken by the Council;

9. **PUBLIC PARTICIPATION.** Public participation in the preparation of all transportation planning documents, including the metropolitan transportation plan and the TIP, will be facilitated by provision of public meeting and/or public hearing and dissemination of information through local channels in Sherburne and Wright Counties, such as libraries and community media. Material will also be electronically available on the Council's website;

10. **LEGAL AUTHORITY.** This MOU is not a legally binding agreement and creates no legally binding obligations for any party. Because of the mutual desire to proceed and achieve the goals stated in this MOU, each party fully intends to make a good faith effort to achieve the goals described above to work together to comply with the federal and state laws;

11. **GOVERNMENT DATA.** The parties acknowledge that this MOU, as well as any data created, collected, stored, or received under the terms of this MOU, are "Government Data" within the meaning of the Minnesota Government Data Practices Act (Minnesota Statutes Chapter 13), and that they must comply with the provisions of the Act as if related to such data;

12. **REVIEW.** All parties agree to review the MOU (and amend as necessary) following the release of urban areas boundaries by the U.S. Census Bureau based on the 2030 U.S. Census;

13. **TERMINATION.** The terms of this MOU may be terminated by any one of the parties by giving notice to each of the other parties.

The remainder of this page intentionally left blank.

I concur with this Memorandum of Understanding

Sherburne County

By: _____
Title:

Date: _____

The remainder of this page intentionally left blank.

I concur with this Memorandum of Understanding

Wright County

By: _____
Title:

Date: _____

The remainder of this page intentionally left blank.

I concur with this Memorandum of Understanding

City of Albertville

By: _____
Title:

Date: _____

The remainder of this page intentionally left blank.

I concur with this Memorandum of Understanding

City of Elk River

By: _____
Title:

Date: _____

The remainder of this page intentionally left blank.

I concur with this Memorandum of Understanding

City of Hanover

By: _____
Title:

Date: _____

The remainder of this page intentionally left blank.

I concur with this Memorandum of Understanding

City of Otsego

By: _____
Title:

Date: _____

The remainder of this page intentionally left blank.

I concur with this Memorandum of Understanding

City of St. Michael

By: _____
Title:

Date: _____

The remainder of this page intentionally left blank.

I concur with this Memorandum of Understanding

Region 7W Transportation Policy Board

By: _____
Title:

Date: _____

The remainder of this page intentionally left blank.

I concur with this Memorandum of Understanding

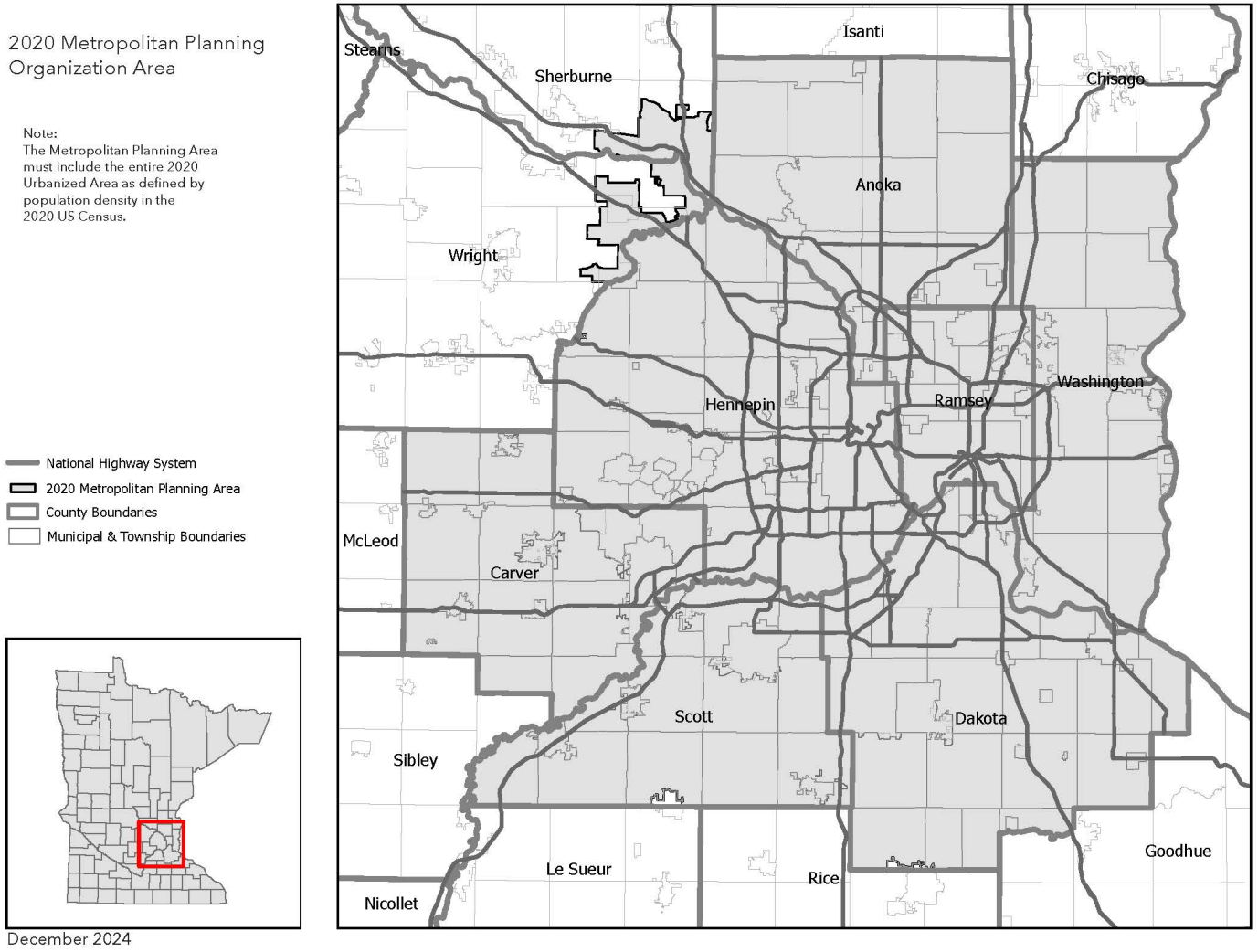
Metropolitan Council

By: _____
Title:

Date: _____

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Figure 1: Map of Metropolitan Planning Area Boundary



WRIGHT COUNTY
MINNESOTA

Agenda Item

Destination and Workflow

Meeting Type: *
Board Meeting

Requestor Name
Clay Wilfahrt

Requestor Title
Assistant County Administrator

Department (please use dropdown to select department) *
ADMINISTRATION

Target Meeting Date *
3/17/2026 9:00 AM - Board of Wright County Commissioners

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

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

Originator
CTW4081

Item Details

Board Action Requested (this is what will appear on the Agenda) *
Schedule a Committee of the Whole for 11 a.m. April 7, 2026

Short Title (what will appear on Agenda outline - 250 character max.) *
Schedule a Committee of the Whole for 11 a.m. April 7, 2026

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.
None

Fiscal Impact:
None

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
04-07-2026 COTW Agenda.docx	Attachment

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision
Approved

Notes

County Administrator Review

County Administrator Decision

Notes

COMMITTEE AGENDA

Committee of the Whole - Legislative

11:00 A.M. on April 7, 2026

Government Center – Conference Room 1105

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

I. GIS PARCEL AND PROPERTY MANAGEMENT APPLICATION

II. STATE AFFORDABLE HOUSING AID

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 *
3/17/2026 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) *
Adopt Resolution 26-26, of Final Acceptance for Contract 2404 and Final Payment to Structural Specialties, Inc. in the Amount of $70,370.78

Short Title (what will appear on Agenda outline - 250 character max.) *
Adopt Resolution 26-26, of Final Acceptance for Contract 2404 and Final Payment to Structural Specialties, Inc. in the Amount of $70,370.78

Value Stream the request primarily aligns with:
Develop County Infrastructure

Briefly describe how the request aligns with the selected value stream.
Fulfils the county's obligation under the contract with SSI to make final payment for work completed, work that improved the county's highway system by reconstructing the CSAH 2 Bridge over the Clearwater River.

Describe the impact on staffing resources.
Highway contract administration task/duties by staff, inspection and testing on the approach roads.

Fiscal Impact:
Final payment in the amount of $70,370.78.

Background/Justification:
Contract 2404 reconstructed the CSAH 2 bridge over the Clearwater River in South Haven. The final value of the work certified is $1,311,676.87. This was a joint project between Wright and Stearns Counties.
Contract Funding sources:
Federal Bridge Funds: $800,000
LBRP MVLST Grant: $355,728.30
Wright Count LOST: $50,351.34
Stearns County Local: $105,597.20

Attachments: Resolution, Final Pay Voucher

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
3.17.26.PV#4.Final.pdf	Attachment
26-26 Final Acceptance for Contract 2404 - FLAT.pdf	Attachment

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision

Approved

Notes

County Administrator Review

County Administrator Decision

Notes

Wright County
3600 Braddock Ave NE
Buffalo, MN 55313

Contract Number:	2404
Final Pay Request Number:	4

Project Number	Project Description
SP 086-602-012	CSAH 2 Bridge

Contractor:	Structural Specialties Inc. 20498 State Hwy 15 N Hutchinson, MN 55350	**Vendor Number:** **Up To Date:** **Warrant Number:**	2114 12/19/2025 **Warrant Date:**

Contract Amount		**Funds Encumbered**	
Original Contract	$1,332,337.74	Original	$1,332,337.74
Contract Changes	$1,478.88	Additional	N/A
Revised Contract	$1,333,816.62	Total	$1,332,337.74

Work Certified To Date	
Base Bid Items	$1,310,197.99
Contract Changes	$1,478.88
Material On Hand	$0.00
Total	$1,311,676.87

Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
$5,038.88	$1,311,676.87	$0.00	$1,241,306.09	$70,370.78	$1,311,676.87
	Percent: Retained: 0%			Percent Complete: 98.34%	
				AMOUNT PAID THIS REQUEST: $70,370.78	

This is to certify that the items of work shown in this certificate of Pay Estimate have been furnished for the work comprising the above-mentioned projects in accordance with the plans and specifications heretofore approved.

Approved By

County Engineer

3-9-26
Date

Approved By Structural Specialties Inc.

Contractor

Date 1/16/2026

Wright County
3600 Braddock Ave NE
Buffalo, MN 55313

Final Pay Request No. : 4
Contract No.: 2404

Certificate of Final Contract Acceptance
Final Voucher Number: 4

This is to certify that to the best of my knowledge, the items of work shown in the Statement of Work Certified herein have been furnished in accordance with the Plans and Specifications. This Project has been completed in accordance with the Laws, Standards and Procedures of as they apply to projects in this category, and if applicable, approved by the Federal Highway Administration.

Dated 3-9-26 Signature _____ County/City/Project Engineer

The undersigned Contractor hereby certifies that the work described has been performed in accordance with the terms of the Contract and agrees that the Final Value of Work Certified on this Contract is $1,311,676.87 and agrees to the amount of $70,370.78 as Final Payment on this Contract in accordance with this Final Voucher.

Contractor: Structural Specialties Inc. By _____

And _____ And _____ State of ,

On This 16th Day January, 2026, Before me appeared Richard Barrick To me known to

(Individual Acknowledgment)

be the person who executed the foregoing Acceptance and Acknowledged that he/she executed the same as _____ free to act and deed

(Corporate Acknowledgment)

Richard Barrick And _____, to me personally known, who, being each by me duly sworn each did say that they are respectively the President and _____ of the Structural Specialties Corporation named in the foregoing instrument, and that the seal affixed to said instrument is the Corporate Seal of said Corporation, and the said instrument was signed and sealed in behalf of said Corporation by authority of its President and said _____ and _____ acknowledged said instrument to be the free act and deed of said Corporation.

DIANA R. JOHANNECK
Notary Public
Minnesota
My Commission Expires January 31, 2030

Notarial Seal My Commission as Notary Public in Mecker County Expires 1/31/2030 Signature Diana R. Johanneck

I hereby certify that a Final Examination has been made of the noted Contract, that the Contract has been completed, that the entire amount of Work Shown in this Final Voucher has been performed and the Total Value of the Work Performed in accordance with, the terms of the Contract is as shown in this Final Voucher.

This Contract is hereby accepted in accordance with the Specification 1516. Final acceptance of the Contract will be effective upon full Execution, by the Contractor and the Department, of the "Certificate of Final Acceptance" included with the Final Voucher.

Dated _____ Signature _____ District Engineer

Wright County
3600 Braddock Ave NE
Buffalo, MN 55313

Payment Summary				
No.	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	2024-08-01	$329,587.19	$16,479.36	$313,107.83
2	2024-08-31	$460,208.50	$23,010.42	$437,198.08
3	2024-11-06	$516,842.30	$25,842.12	$491,000.18
4	2025-12-19	$5,038.88	($65,331.90)	$70,370.78

Funding Category Name	Funding Category Number	Work Certified to Date	Less Amount Retained	Less Previous Payments	Amount Paid this Request	Total Amount Paid to Date
Stearns County Approach	4	$285,597.97	$0.00	$270,565.39	$15,032.58	$285,597.97
Stearns County Bridge	2	$446,386.68	$0.00	$416,762.68	$29,624.00	$446,386.68
Wright County Approach	3	$129,411.59	$0.00	$133,978.75	($4,567.16)	$129,411.59
Wright County Bridge	1	$450,280.63	$0.00	$419,999.27	$30,281.36	$450,280.63

Accounting Number	Funding Source	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
3071	Federal	$30,281.36	$445,649.38	$445,649.38	$450,280.63
3071A	Federal	$29,624.00	$442,089.38	$442,089.38	$446,386.68
3071B	Wright County Sales Tax	($4,567.16)	$133,600.15	$131,696.05	$129,411.59
3071C	Regular (CSAH)	$15,032.58	$312,477.71	$312,902.93	$285,597.97

Contract Item Status										
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
SP 086-602-012	1	2101.501	CLEARING & GRUBBING	LS	$12,500.00	1	0	$0.00	1	$12,500.00
SP 086-602-012	2	2104.502	REMOVE PILING	EACH	$100.00	8	0	$0.00	16	$1,600.00
SP 086-602-012	3	2104.502	SALVAGE MAIL BOX SUPPORT	EACH	$250.00	1	0	$0.00	0	$0.00
SP 086-602-012	4	2104.503/00205	SAWING BIT PAVEMENT (FULL DEPTH)	L F	$10.00	364	0	$0.00	366	$3,660.00
SP 086-602-012	5	2104.503/00440	REMOVE GUARDRAIL	L F	$3.00	1455	0	$0.00	1455	$4,365.00
SP 086-602-012	6	2104.503	SALVAGE CONCRETE PIPE CULVERT	L F	$16.00	48	0	$0.00	48	$768.00
SP 086-602-012	7	2104.504/00120	REMOVE BITUMINOUS PAVEMENT	S Y	$7.00	390	0	$0.00	393	$2,751.00

Wright County
3600 Braddock Ave NE
Buffalo, MN 55313

Contract Item Status

Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
SP 086-602-012	8	2106.507/00010	EXCAVATION - COMMON (P)	C Y	$16.00	359	0	$0.00	359	$5,744.00
SP 086-602-012	9	2106.507/00040	EXCAVATION - SUBGRADE (P)	C Y	$7.50	1000	0	$0.00	1000	$7,500.00
SP 086-602-012	10	2106.507	SELECT GRANULAR EMBANKMENT (CV) (P)	C Y	$19.00	1161	0	$0.00	1161	$22,059.00
SP 086-602-012	11	2106.507/00130	COMMON EMBANKMENT (CV) (P)	C Y	$12.00	1578	0	$0.00	1578	$18,936.00
SP 086-602-012	12	2211.507	AGGREGATE BASE (CV) CLASS 5 (P)	C Y	$23.75	1234	0	$0.00	1234	$29,307.50
SP 086-602-012	13	2215.504	FULL DEPTH RECLAMATION	S Y	$1.65	3064	0	$0.00	3064	$5,055.60
SP 086-602-012	14	2221.507	SHOULDER BASE AGGREGATE (CV) CLASS 5 (P)	C Y	$144.00	19	0	$0.00	19	$2,736.00
SP 086-602-012	15	2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (3,C)	TON	$96.00	1241	0	$0.00	927	$88,992.00
SP 086-602-012	16	2442.501/00010	REMOVE EXISTING BRIDGE	LS	$64,065.44	1	0	$0.00	1	$64,065.44
SP 086-602-012	17	2501.502	INSTALL CONCRETE APRON	EACH	$475.00	2	0	$0.00	2	$950.00
SP 086-602-012	18	2501.503	INSTALL CONCRETE CULVERT	L F	$34.00	48	0	$0.00	48	$1,632.00
SP 086-602-012	19	2515.604	ARTICULATED BLOCK MAT TYPE SPECIAL	S Y	$74.00	235	0	$0.00	253	$18,722.00
SP 086-602-012	20	2531.503	CONCRETE CURB & GUTTER DESIGN B418	L F	$60.00	590	0	$0.00	570	$34,200.00
SP 086-602-012	21	2540.602	INSTALL MAIL BOX SUPPORT	EACH	$300.00	1	0	$0.00	0	$0.00
SP 086-602-012	22	2573.503/00023	SILT FENCE, TYPE MS	L F	$2.40	1378	0	$0.00	1375	$3,300.00
SP 086-602-012	23	2573.503/00031	FLOTATION SILT CURTAIN TYPE MOVING WATER	L F	$21.00	220	0	$0.00	300	$6,300.00
SP 086-602-012	24	2573.503/00061	SEDIMENT CONTROL LOG TYPE WOOD FIBER	L F	$3.75	436	0	$0.00	300	$1,125.00

Wright County
3600 Braddock Ave NE
Buffalo, MN 55313

Contract Item Status

Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
SP 086-602-012	25	2574.508	FERTILIZER TYPE 3	LB	$1.00	473	0	$0.00	350	$350.00
SP 086-602-012	26	2575.504	ROLLED EROSION PREVENTION CATEGORY 20	S Y	$2.95	1410	0	$0.00	4912	$14,490.40
SP 086-602-012	27	2575.505/00021	SEEDING	ACRE	$1,200.00	0.95	0	$0.00	1.1	$1,320.00
SP 086-602-012	28	2575.508	SEED MIXTURE 21-111	LB	$2.00	39	0	$0.00	0	$0.00
SP 086-602-012	29	2575.508	SEED MIXTURE 25-142	LB	$6.00	43	60	$360.00	60	$360.00
SP 086-602-012	30	2575.508	HYDRAULIC STABILIZED FIBER MATRIX	LB	$2.50	1170	0	$0.00	0	$0.00
SP 086-602-012	31	2582.503/10106	6" SOLID LINE PAINT	L F	$1.25	1722	0	$0.00	0	$0.00
SP 086-602-012	32	2582.503/10404	4" DBLE SOLID LINE PAINT	L F	$2.00	676	0	$0.00	0	$0.00
SP 086-602-012	33	2582.518	PAVT MSSG PAINT	S F	$15.00	30	0	$0.00	0	$0.00
SP 086-602-012	34	2021.501/00010	MOBILIZATION	LS	$81,157.00	1	0	$0.00	1	$81,157.00
SP 086-602-012	35	2554.502	END TREATMENT - DRIVEWAY TERMINAL	EACH	$2,580.00	1	0	$0.00	1	$2,580.00
SP 086-602-012	36	2554.502/00024	END TREATMENT-TANGENT TERMINAL	EACH	$3,560.00	5	0	$0.00	5	$17,800.00
SP 086-602-012	37	2554.503/00131	TRAFFIC BARRIER DESIGN TYPE 31	L F	$27.10	1530	0	$0.00	1344	$36,422.40
SP 086-602-012	38	2563.601/00010	TRAFFIC CONTROL	LS	$5,400.00	1	0.5	$2,700.00	1	$5,400.00
SP 086-602-012	39	2573.501/00030	EROSION CONTROL SUPERVISOR	LS	$500.00	1	1	$500.00	1	$500.00
SP 086-602-012	40	2401.503/08400	TYPE S (TL-4) BARRIER CONC (3S52) (P)	L F	$145.00	222	0	$0.00	222	$32,190.00
SP 086-602-012	41	2401.507/03643	STRUCTURAL CONCRETE (3B52) (P)	C Y	$1,000.00	87	0	$0.00	87	$87,000.00
SP 086-602-012	42	2401.508/00011	REINFORCEMENT BARS (EPOXY COATED) (P)	LB	$1.60	36090	0	$0.00	36230	$57,968.00

Wright County
3600 Braddock Ave NE
Buffalo, MN 55313

Contract Item Status

Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
SP 086-602-012	43	2401.508/00027	REINFORCEMENT BARS (STAINLESS-75KSI) (P)	LB	$6.00	430	0	$0.00	430	$2,580.00
SP 086-602-012	44	2401.518/14001	BRIDGE SLAB CONCRETE (3YHPC-M) (P)	S F	$45.00	3609	0	$0.00	3609	$162,405.00
SP 086-602-012	45	2401.601/00010	STRUCTURE EXCAVATION	LS	$12,000.00	1	0	$0.00	1	$12,000.00
SP 086-602-012	46	2401.601/00060	SLOPE PREPARATION	LS	$7,000.00	1	0	$0.00	1	$7,000.00
SP 086-602-012	47	2402.502/07061	FLOOR DRAIN TYPE B706 MODIFIED	EACH	$2,500.00	2	0	$0.00	2	$5,000.00
SP 086-602-012	48	2402.502/08101	ELASTOMERIC BEARING PAD TYPE 1	EACH	$150.00	10	0	$0.00	10	$1,500.00
SP 086-602-012	49	2405.503/00030	PRESTRESSED CONCRETE BEAMS 30MH (P)	L F	$500.00	415	0	$0.00	415	$207,500.00
SP 086-602-012	50	2406.503/00010	EXPANSION JOINTS, DESIGN E8	L F	$140.00	84	0	$0.00	84	$11,760.00
SP 086-602-012	51	2406.504/00010	BRIDGE APPROACH PANELS (P)	S Y	$400.00	190	0	$0.00	190	$76,000.00
SP 086-602-012	52	2452.502	C-I-P CONC TEST PILE 90 FT LONG 12"	EACH	$20,000.00	2	0	$0.00	2	$40,000.00
SP 086-602-012	53	2452.502	PILE REDRIVING	EACH	$1.00	4	0	$0.00	5	$5.00
SP 086-602-012	54	2452.502/20050	PILE POINTS 12"	EACH	$400.00	12	0	$0.00	12	$4,800.00
SP 086-602-012	55	2452.503/02012	C-I-P CONCRETE PILING 12"	L F	$35.00	800	0	$0.00	1467.49	$51,362.15
SP 086-602-012	56	2502.501/00010	DRAINAGE SYSTEM TYPE (B910)	LS	$3,500.00	1	0	$0.00	1	$3,500.00
SP 086-602-012	57	2511.504/00017	GEOTEXTILE FILTER TYPE 7	S Y	$4.00	680	0	$0.00	635	$2,540.00
SP 086-602-012	58	2511.507/00014	RANDOM RIPRAP CLASS III	C Y	$86.00	350	0	$0.00	237	$20,382.00
SP 086-602-012	59	2531.503/02320	CONCRETE CURB & GUTTER DESIGN B624	L F	$65.00	78	0	$0.00	98	$6,370.00

Wright County
3600 Braddock Ave NE
Buffalo, MN 55313

Contract Item Status

Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
SP 086-602-012	60	2554.503/00137	TRAFFIC BARRIER DESIGN TRANS TYPE 31	L F	$141.25	200	0	$0.00	150	$21,187.50
SP 086-602-012	65	2104.503	salvage rcp apron	EACH	$250.00	2	0	$0.00	2	$500.00
Base Bid Totals:								**$3,560.00**		**$1,310,197.99**

Project Category Totals

Project	Category	Amount This Request	Amount To Date
SP 086-602-012	APPROACH	$360.00	$353,288.94
SP 086-602-012	APPROACH/BRIDGE	$3,200.00	$143,859.40
SP 086-602-012	BRIDGE	$0.00	$813,049.65

Contract Change Item Status

Project	CC	CC#	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
SP 086-602-012	BK	1	66	2360.609	PAVEMENT DENSITY	EA	$1.00	1478.88	1478.88	$1,478.88	1478.88	$1,478.88
Contract Change Totals:										**$1,478.88**		**$1,478.88**

Contract Total	**$1,311,676.87**

Contract Change Totals

Number	Description	Amount This Request	Amount To Date
1	CSAH 2 Density = $1,478.88, Average Lot Density = 94.8%	$1,478.88	$1,478.88
2	Paint/Striping Work Performed by Stearns County at their own cost. Stearns indicated they would perform on October 16th. Painted on October 22nd. No payment to be made to Contractor for paint/striping items.	$0.00	$0.00

Material On Hand Additions

Line	Item	Description	Date	Added	Comments

Material On Hand Balance

Line	Item	Description	Date	Added	Used	Remaining

DEPARTMENT OF REVENUE

Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	0-922-911-712
Submitted Date and Time:	5-Dec-2025 12:46:49 PM
Legal Name:	STRUCTURAL SPECIALTIES INC
Federal Employer ID:	41-1252384
User Who Submitted:	ssi20498
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	**1519693824**
Minnesota ID:	6742983
Project Owner:	WRIGHT COUNTY HIGHWAY DEPARTMENT
Project Number:	SP 086-602-012
Project Begin Date:	09-Jul-2024
Project End Date:	17-Oct-2024
Project Location:	WRIGHT COUNTY BRIDGE #86536
Project Amount:	$1,332,337.74

Subcontractor Summary

Name	ID	Affidavit Number
E & J REBAR, INC	6563150	1067102208
FRENCH LAKE CURB CO	3825384	1759424512
NORTHERN EROSION LLC	9917969	1683927040
MATTISON CONTRACTORS INC	5855373	1571729408
KNIFE RIVER CORPORATION	9485354	1404219392
THIELEN EXCAVATING LLC	8926684	1281667072
WARNING LITES OF MN INC	3086922	613330944

Important Messages

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Contact Us

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DEPARTMENT OF REVENUE

Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	1-911-815-648
Submitted Date and Time:	25-Nov-2025 3:05:25 PM
Legal Name:	E & J REBAR INC
Federal Employer ID:	71-0945625
User Who Submitted:	FLANARY1001
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	**1067102208**
Minnesota ID:	6563150
Project Owner:	WRIGHT COUNTY HWY DEPARTMENT
Project Number:	SP 086-602-012
Project Begin Date:	20-Mar-2025
Project End Date:	27-May-2025
Project Location:	WRIGHT COUNTY BRIDGE 86536
Project Amount:	$30,327.22
Subcontractors:	No Subcontractors

Important Messages

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RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

Date: 12/5/25

The undersigned hereby acknowledges receipt of the sum of $ 21,803.85 .

1. ☐ as partial payment for labor, skill and material furnished

2. ☐ as payment for all labor, skill and material furnished or to be furnished (except the sum of _____ retainage or holdback)

3. ☒ as full and final payment for all labor, skill and material furnished or to be furnished

to the following described real property: (legal description, street address or project name)

Wright County CSAH 2 Bridge Over Clearwater River
Bridge 86534
SP 086-602-012 / SP 073-607-029
Wright County CSAH 2 from 0.35 miles North of Junction Wright County CSAH 3 over Clearwater River, 1.5 miles North of South Haven, Stearns County CSAH 7 North of Clearwater River

and for value received hereby waives all rights acquired by the undersigned to file or record mechanic's lien against said real property for labor, skill or material furnished to said real property (only for the amount paid if Box 1 is checked, and except for retainage shown if Box 2 is checked). The undersigned affirms that all material furnished by the undersigned has been paid for, and all subcontractors employed by the undersigned have been paid in full, EXCEPT:

By: [signature]
Its: President
Fed. Tax ID No. 71-0945625

INSTRUCTIONS:
Please complete and sign this lien waiver on the line above. Once it has been fully signed, please return this original, signed lien waiver to us in the enclosed self-addressed stamped envelope. If you have any questions, please call _____ at _____. Thank you.

DEPARTMENT OF REVENUE

< FRENCH LAKE CURB CO

Confirmation

Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	1-219-724-256
Submitted Date and Time:	3-Dec-2025 8:28:48 AM
Legal Name:	FRENCH LAKE CURB CO
Federal Employer ID:	41-1913224
User Who Submitted:	djohns
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number: 1759424512

Minnesota ID:	3825384
Project Owner:	WRIGHT COUNTY
Project Number:	1234
Project Begin Date:	01-May-2024
Project End Date:	01-Sep-2025
Project Location:	FAIRHAVEN
Project Amount:	$21,376.00

RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

Date: 12/3/2025

The undersigned hereby acknowledges receipt of the sum of $ 21,376 :

1. ☐ as partial payment for labor, skill and material furnished

2. ☐ as payment for all labor, skill and material furnished or to be furnished (except the sum of _____ retainage or holdback)

3. ☒ as full and final payment for all labor, skill and material furnished or to be furnished

to the following described real property: (legal description, street address or project name)

Wright County CSAH 2 Bridge Over Clearwater River
Bridge 86534
SP 086-602-012 / SP 073-607-029
Wright County CSAH 2 from 0.35 miles North of Junction Wright County CSAH 3 over Clearwater River, 1.5 miles North of South Haven, Stearns County CSAH 7 North of Clearwater River

and for value received hereby waives all rights acquired by the undersigned to file or record mechanic's lien against said real property for labor, skill or material furnished to said real property (only for the amount paid if Box 1 is checked, and except for retainage shown if Box 2 is checked). The undersigned affirms that all material furnished by the undersigned has been paid for, and all subcontractors employed by the undersigned have been paid in full, EXCEPT:

Fred Olson Co
By: _____
Its: Vice Pres
Fed. Tax ID No. 41-1915224

INSTRUCTIONS:
Please complete and sign this lien waiver on the line above. Once it has been fully signed, please return this original, signed lien waiver to us in the enclosed self-addressed stamped envelope. If you have any questions, please call _____ at _____. Thank you.

RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

Date: 12/1/25

The undersigned hereby acknowledges receipt of the sum of $ 25,541.13 .

1. ☐ as partial payment for labor, skill and material furnished

2. ☒ as payment for all labor, skill and material furnished or to be furnished (except the sum of 1,344.27 retainage or holdback)

3. ☑ as full and final payment for all labor, skill and material furnished or to be furnished

to the following described real property: (legal description, street address or project name)

Wright County CSAH 2 Bridge Over Clearwater River
Bridge 86534
SP 086-602-012 / SP 073-607-029
Wright County CSAH 2 from 0.35 miles North of Junction Wright County CSAH 3 over Clearwater River, 1.5 miles North of South Haven, Stearns County CSAH 7 North of Clearwater River

and for value received hereby waives all rights acquired by the undersigned to file or record mechanic's lien against said real property for labor, skill or material furnished to said real property (only for the amount paid if Box 1 is checked, and except for retainage shown if Box 2 is checked). The undersigned affirms that all material furnished by the undersigned has been paid for, and all subcontractors employed by the undersigned have been paid in full, EXCEPT:

By: [signature]
Its: OFFICER
Fed. Tax ID No. 30-0549217

INSTRUCTIONS:
Please complete and sign this lien waiver on the line above. Once it has been fully signed, please return this original, signed lien waiver to us in the enclosed self-addressed stamped envelope. If you have any questions, please call _____ at _____. Thank you.

DEPARTMENT OF REVENUE

Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	1-885-076-960
Submitted Date and Time:	1-Dec-2025 2:40:58 PM
Legal Name:	NORTHERN EROSION LLC
Federal Employer ID:	30-0549217
User Who Submitted:	andywein
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	**1683927040**
Minnesota ID:	9917969
Project Owner:	WRIGHT COUNTY
Project Number:	SP 086-602-012
Project Begin Date:	10-Jul-2024
Project End Date:	21-Oct-2024
Project Location:	WRIGHT COUNTY
Project Amount:	$18,595.70
Subcontractors:	No Subcontractors

Important Messages

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Contact Us

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DEPARTMENT OF REVENUE

Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	0-250-576-352
Submitted Date and Time:	26-Nov-2025 8:05:36 AM
Legal Name:	MATTISON CONTRACTORS INC
Federal Employer ID:	39-2028420
User Who Submitted:	Mattison
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	**1571729408**
Minnesota ID:	5855373
Project Owner:	WRIGHT COUNTY HWY DEPT
Project Number:	086-602-012
Project Begin Date:	23-Oct-2024
Project End Date:	23-Oct-2024
Project Location:	WRIGHT COUNTY
Project Amount:	$83,189.90
Subcontractors:	No Subcontractors

Important Messages

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RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

Date: 11/24/25

The undersigned hereby acknowledges receipt of the sum of $ 79030.40 :

1. ☐ as partial payment for labor, skill and material furnished

2. ☑ as payment for all labor, skill and material furnished or to be furnished (except the sum of 4159.50 retainage or holdback)

3. ☐ as full and final payment for all labor, skill and material furnished or to be furnished

to the following described real property: (legal description, street address or project name)

Wright County CSAH 2 Bridge Over Clearwater River
Bridge 86534
SP 086-602-012 / SP 073-607-029
Wright County CSAH 2 from 0.35 miles North of Junction Wright County CSAH 3 over Clearwater River, 1.5 miles North of South Haven, Stearns County CSAH 7 North of Clearwater River

and for value received hereby waives all rights acquired by the undersigned to file or record mechanic's lien against said real property for labor, skill or material furnished to said real property (only for the amount paid if Box 1 is checked, and except for retainage shown if Box 2 is checked). The undersigned affirms that all material furnished by the undersigned has been paid for, and all subcontractors employed by the undersigned have been paid in full, EXCEPT:

Mattson Contractors Inc
By: [signature]
Its: Vice President
Fed. Tax ID No. 39-2025420

INSTRUCTIONS:
Please complete and sign this lien waiver on the line above. Once it has been fully signed, please return this original, signed lien waiver to us in the enclosed self-addressed stamped envelope. If you have any questions, please call _____ at _____. Thank you.

DEPARTMENT OF REVENUE

Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	1-560-378-848
Submitted Date and Time:	26-Nov-2025 5:39:21 PM
Legal Name:	KNIFE RIVER CORPORATION
Federal Employer ID:	41-0906808
User Who Submitted:	32MNTAX
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	**1404219392**
Minnesota ID:	9485354
Project Owner:	COUNTY OF WRIGHT
Project Number:	SAP 086-602-012, SAP 073-607-029
Project Begin Date:	15-Oct-2024
Project End Date:	17-Oct-2024
Project Location:	WRIGHT COUNTY CSAH 2 BRIDGE
Project Amount:	$94,492.00
Subcontractors:	No Subcontractors

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

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RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

Date: 11-26-2025

The undersigned hereby acknowledges receipt of the sum of $ 89,767.40

1. ☐ as partial payment for labor, skill and material furnished

2. ☒ as payment for all labor, skill and material furnished or to be furnished (except the sum of 4,724.60 retainage or holdback)

3. ☐ as full and final payment for all labor, skill and material furnished or to be furnished

to the following described real property: (legal description, street address or project name)

Wright County CSAH 2 Bridge Over Clearwater River
Bridge 86534
SP 086-602-012 / SP 073-607-029
Wright County CSAH 2 from 0.35 miles North of Junction Wright County CSAH 3 over Clearwater River, 1.5 miles North of South Haven, Stearns County CSAH 7 North of Clearwater River

and for value received hereby waives all rights acquired by the undersigned to file or record mechanic's lien against said real property for labor, skill or material furnished to said real property (only for the amount paid if Box 1 is checked, and except for retainage shown if Box 2 is checked). The undersigned affirms that all material furnished by the undersigned has been paid for, and all subcontractors employed by the undersigned have been paid in full, EXCEPT:

By: _____
Its: Controller
Fed. Tax ID No. 41-0906808

INSTRUCTIONS:
Please complete and sign this lien waiver on the line above. Once it has been fully signed, please return this original, signed lien waiver to us in the enclosed self-addressed stamped envelope. If you have any questions, please call _____ at _____. Thank you.

DEPARTMENT OF REVENUE

Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	1-926-726-624
Submitted Date and Time:	5-Dec-2025 8:14:02 AM
Legal Name:	WARNING LITES OF MINNESOTA INC
Federal Employer ID:	36-4762529
User Who Submitted:	kwilliams07
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	**613330944**
Minnesota ID:	3086922
Project Owner:	WRIGHT COUNTY
Project Number:	SAP 086-602-012
Project Begin Date:	01-Jul-2024
Project End Date:	01-May-2025
Project Location:	CSAH 2
Project Amount:	$4,300.00
Subcontractors:	No Subcontractors

Important Messages

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Contact Us

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RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

Date: 12/05/2025

The undersigned hereby acknowledges receipt of the sum of $ 2042.50 .

1. ☐ as partial payment for labor, skill and material furnished

2. ☒ as payment for all labor, skill and material furnished or to be furnished (except the sum of 2257.50 retainage or holdback)

3. ☐ as full and final payment for all labor, skill and material furnished or to be furnished

to the following described real property: (legal description, street address or project name)

Wright County CSAH 2 Bridge Over Clearwater River
Bridge 86534
SP 086-602-012 / SP 073-607-029
Wright County CSAH 2 from 0.35 miles North of Junction Wright County CSAH 3 over Clearwater River, 1.5 miles North of South Haven, Stearns County CSAH 7 North of Clearwater River

and for value received hereby waives all rights acquired by the undersigned to file or record mechanic's lien against said real property for labor, skill or material furnished to said real property (only for the amount paid if Box 1 is checked, and except for retainage shown if Box 2 is checked). The undersigned affirms that all material furnished by the undersigned has been paid for, and all subcontractors employed by the undersigned have been paid in full, EXCEPT:

Warning Lites of Minnesota
By: Keyana L. Williams
Its: Accounts Payable Administrator
Fed. Tax ID No. 36-4762529

INSTRUCTIONS:
Please complete and sign this lien waiver on the line above. Once it has been fully signed, please return this original, signed lien waiver to us in the enclosed self-addressed stamped envelope. If you have any questions, please call _____ at _____. Thank you.

DEPARTMENT OF REVENUE

Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	1-672-445-408
Submitted Date and Time:	25-Nov-2025 3:08:58 PM
Legal Name:	THIELEN EXCAVATING LLC
Federal Employer ID:	26-0268772
User Who Submitted:	thiexc
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	**1281667072**
Minnesota ID:	8926684
Project Owner:	WRIGHT COUNTY
Project Number:	SP: 086-602-012
Project Begin Date:	07-Jul-2024
Project End Date:	04-Nov-2024
Project Location:	FREEPORT
Project Amount:	$132,661.10
Subcontractors:	No Subcontractors

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) withholding.tax@state.mn.us. Business hours are Monday through Friday 8:00 a.m. to 4:30 p.m. Central Time.

Please print this page for your records using the print or save functionality built into your browser.

RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

Date: 11-25-25

The undersigned hereby acknowledges receipt of the sum of $ 176,028.05 :

1. ☐ as partial payment for labor, skill and material furnished

2. ☑ as payment for all labor, skill and material furnished or to be furnished (except the sum of 6633.05 retainage or holdback)

3. ☐ as full and final payment for all labor, skill and material furnished or to be furnished

to the following described real property: (legal description, street address or project name)

Wright County CSAH 2 Bridge Over Clearwater River
Bridge 86534
SP 086-602-012 / SP 073-607-029
Wright County CSAH 2 from 0.35 miles North of Junction Wright County CSAH 3 over Clearwater River, 1.5 miles North of South Haven, Stearns County CSAH 7 North of Clearwater River

and for value received hereby waives all rights acquired by the undersigned to file or record mechanic's lien against said real property for labor, skill or material furnished to said real property (only for the amount paid if Box 1 is checked, and except for retainage shown if Box 2 is checked). The undersigned affirms that all material furnished by the undersigned has been paid for, and all subcontractors employed by the undersigned have been paid in full, EXCEPT:

By: Nicolas Engineering
Its: Managing Member
Fed. Tax ID No. 26-0268772

INSTRUCTIONS:
Please complete and sign this lien waiver on the line above. Once it has been fully signed, please return this original, signed lien waiver to us in the enclosed self-addressed stamped envelope. If you have any questions, please call _____ at _____. Thank you.

Bond # GRMN48095A

AIA® Document G707™ – 1994

Consent of Surety to Final Payment

PROJECT: *(Name and address)*
Contract No 2404; SP 086-602-012 and SP 073-607-029; MN Project No BFP 8624 (227); CSAH 2 Bridge Contract; Bridge 86534, CSAH 2 over Clearwater River, CSAH 2 from 0.35 Miles North of Jct. CSAH 3, 1.5 Miles North of South Haven; Wright County, Minnesota

ARCHITECT'S PROJECT NUMBER:

CONTRACT FOR:

CONTRACT DATED: 5/21/2024

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER ☐

TO OWNER: *(Name and address)*
Wright County Highway Department
3600 Braddock Avenue NE
Buffalo, MN 55313

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety.)

Granite Re, Inc.
14001 Quailbrook Drive
Oklahoma City, OK 73134

, SURETY,

on bond of
(Insert name and address of Contractor.)

Structural Specialties, Inc.
PO Box 502
Hutchinson, MN 55350

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to
(Insert name and address of Owner.)

Wright County Highway Department
3600 Braddock Avenue NE
Buffalo, MN 55313

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: January 6th 2026
(Insert in writing the month followed by the numeric date and year.)

Granite Re, Inc.
(Surety)

(Signature of authorized representative)

Attest:
(Seal)

Troy Staples, Attorney-in-fact
(Printed name and title)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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AIA® Document G707™ – 1994 Instructions

Consent of Surety to Final Payment

GENERAL INFORMATION

Purpose. AIA Document G707™ is intended for use as a companion to AIA Document G706™, Contractor's Affidavit of Payment of Debts and Claims, on construction projects where the Contractor is required to furnish a bond. By obtaining the Surety's approval of final payment to the Contractor and its agreement that final payment will not relieve the Surety of any of its obligations, the Owner may preserve its rights under the bond.

Related Documents. This document may be used with most of the AIA's Owner-Contractor agreements and general conditions, such as A201 and its related family of documents. As noted above, this is a companion document to AIA Document G706.

Use of Current Documents. Prior to using any AIA Contract Document, users should consult www.aia.org or a local AIA component to verify the most recent edition.

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CHANGES FROM THE PREVIOUS EDITION

Changes in the location of various items of information were made, without revision to the substance of the document.

COMPLETING G707–1994

General. The bond form is the usual source of required information such as the contract date and the names and addresses of the Surety, Owner, Contractor and Project.

Architect's Project No. This information is typically supplied by the Architect and entered on the form by the Contractor.

Contract For. This refers to the scope of the contract, such as "General Construction" or "Mechanical Work."

EXECUTING THE DOCUMENT

AIA Document G707 requires both the Surety's seal and the signature of the Surety's authorized representative.

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GRANITE RE, INC.

GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

TOM LAHL; TOM KEMP: LISA M. FRANCOUR; JENNIFER BOYLES; ZACHARY PATE; TROY STAPLES; NICHOLAS HOCHBAN; NICK DENN its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

TOM LAHL; TOM KEMP: LISA M. FRANCOUR; JENNIFER BOYLES; ZACHARY PATE; TROY STAPLES; NICHOLAS HOCHBAN; NICK DENN may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31st day of July, 2023.

Kenneth D. Whittington, President

Kyle P. McDonald, Assistant Secretary

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

On this 31st day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2027
Commission #: 11003620

Notary Public

GRANITE RE, INC.

Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 6th day of January, 2026.

Kyle P. McDonald, Assistant Secretary

GR0800-1

RESOLUTION #26-26
BOARD OF WRIGHT COUNTY COMMISSIONERS

DATE ADOPTED:
March 17, 2026

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

RESOLUTION #26-26

BE IT RESOLVED that, all work having been satisfactorily completed and the Engineer's Certificate of Final Contract Acceptance having been submitted, the Wright County Board of Commissioners does hereby accept Contract 2404 for the CSAH 2 Bridge Replacement (SAP 086-602-012) and hereby does authorize final payment in the amount of $70,370.78 to Structural Specialties, Inc. of Hutchinson, MN.

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

Roll Call Vote:

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

STATE OF MINNESOTA)
ss.
County of Wright)

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

Select Signer