



BOARD AGENDA
BOARD OF WRIGHT COUNTY
COMMISSIONERS
Tuesday, May 19, 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. MINUTES - DISPENSE WITH READING, APPROVE AS WRITTEN/REVISED
 - A. COUNTY BOARD MINUTES
 - 1. Approve Minutes from County Board Meeting (05-05-2026)
 - B. COMMITTEE MINUTES
 - 1. Approve Minutes from Personnel Committee (05-05-2026)
 - 2. Approve Minutes from Operations Committee (05-12-2026)
- III. REVIEW & APPROVAL OF AGENDA
- IV. CONSENT AGENDA
 - A. FINANCE & TAXPAYER SERVICES
 - 1. Approve Hire of a Senior Payroll Specialist
 - 2. Authorize Rehire of One Full-Time Accounting Manager Position and Authorize Any Associated Backfills
 - 3. Acknowledge Warrant Disbursements Issued from April 27 through May 10, 2026
 - B. HEALTH & HUMAN SERVICES

1. Authorize Phase One of the Strategic Restructuring of the Health & Human Services Department
2. Approve Request to Rehire One Full-Time Social Worker II Position
3. Approve Request to Rehire Two Full-Time Social Worker I Positions
4. Approve Seasonal Liquor License for Fall Harvest Orchard in Franklin Township
5. Accept Opioid Settlement Advisory Council New Members Applications
1. Kris DeClerk-Thompson, District 4
6. Approve New Lower-Potency Hemp Edible Retail Registration for Coborn's Marketplace #2047 in Otsego in Collaboration with the Joint Powers Agreement (JPA)
7. Approve New Lower-Potency Hemp Edible Retail Registration for Coborn's Marketplace #2008 in Clearwater in Collaboration with the Joint Powers Agreement (JPA)
8. Approve New Lower-Potency Hemp Edible Retail Registration for Coborn's Liquor #2008 in Clearwater in Collaboration with the Joint Powers of Agreement (JPA)
9. Approve New Lower-Potency Hemp Edible Retail Registration for Coborn's Liquor #2047 in Otsego in Collaboration with the Joint Powers Agreement (JPA)
10. Approve New Lower-Potency Hemp Edible Retail Registration for Cash Wise Liquor #7043 in Saint Michael in Collaboration with the Joint Powers Agreement (JPA)

C. INFORMATION TECHNOLOGY

1. Year Three of M0365 Enterprise Agreement. License True-Up. Additional Security Licenses in Preparation for AI

D. PLANNING & ZONING

1. Approve the Recommendation of the Planning Commission to Rezone the Following Property: Joe Desmarais - (Marysville Township), All of Parcel 211-000-271100

E. SHERIFF

1. Authorize Signatures on the Federal Boat and Water Enforcement Grant & Budget Amendment

V. TIMED AGENDA ITEMS

A. 9:05 A.M. - CHAD HAUSMANN - HIGHWAY ENGINEER

1. Adopt Resolution 26-41, Authorize Signature to Enter into Minnesota Department of Transportation Contract #1062568
2. Award Contract 26-07 for the CSAH 18 Reconstruction Project to Fehn Companies, Inc., Albertville, MN

B. 9:10 A.M. - ROSS DEMANT - PARKS & RECREATION DIRECTOR

1. Adopt Resolution 26-42, Authorizing the Director of Parks & Recreation to Sign Grant Applications, Agreements, and Certifications for the Wright County Snowmobile Association Participation in The Grant-in-Aid Snowmobile Assistance Program for the 2026-2027 Season

C. 9:30 A.M. PUBLIC HEARING - ESTABLISHING AN EMERGENCY MORATORIUM ON DATA CENTERS

1. Public Hearing to Consider Enacting Interim Ordinance 26-2 - Establishing an Emergency Moratorium on Data Centers

D. 9:40 A.M. - CONSIDERATION OF ORDINANCE 26-2

1. Adopt Interim Ordinance 26-2 Instituting an Emergency Moratorium on Data Centers

VI. ITEMS FOR CONSIDERATION

VII. ADJOURNMENT

VIII. WARRANTS ISSUED

Agenda Item



Destination and Workflow

Meeting Type: *

Board Meeting

Target Meeting Date *

5/19/2026 9:00 AM – Board of Wright County Commissioners

Requestor Name

Greg Kryzer

Agenda Item Type
☐ RFBA ☒ Minutes Submission ☐ Warrants Submission

Requestor Title

County Administrator

Target Section
☐ Consent Agenda ☐ Timed Agenda
☐ Item for Consideration

Department (please use dropdown to select department) *

ADMINISTRATION

Originator

BTP5489

Item Details

Board Action Requested (this is what will appear on the Agenda) *

Approve Minutes from County Board Meeting (05-05-2026)

Short Title (what will appear on Agenda outline – 250 character max.) *

Approve Minutes from County Board Meeting (05-05-2026)

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

[5-5-2026 County Board Meeting Minutes.docx](#)

Attachment Type

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, May 5, 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 Vetsch, Holland, Schoen, and Moynagh present.

Present were the following:

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

Board of Commissioners:	Tina Diedrick
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PLEDGE OF ALLEGIANCE

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

MINUTES - DISPENSE WITH READING, APPROVE AS WRITTEN/REVISED

A. COUNTY BOARD MINUTES

1. Approve Minutes from County Board Meeting (04-21-2026)

At 9:01 a.m. Vetsch requested a motion to approve the minutes from the 4-21-2026 board meeting.

Motion by Schoen and seconded by Holland

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

B. COMMITTEE MINUTES

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

Motion by Schoen and seconded by Moynagh

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

Absent: Diedrick

1. **Approve Minutes from the Ways & Means Committee Meeting (04-16-2026)**
2. **Approve Minutes from the Committee of the Whole Meeting (04-21-2026)**
3. **Approve Minutes from the Committee of the Whole Meeting (04-28-2026)**
4. **Approve Minutes from the Committee of the Whole Meeting (04-28-2026)**
5. **Approve Minutes from Aggregate Tax Committee Meeting (04-28-2026)**
6. **Approve Minutes from Personnel Committee (04-28-2026)**

REVIEW & APPROVAL OF AGENDA

At 9:02 a.m. County Administrator Greg Kryzer requested to add a closed session to discuss pending litigation in the matter of Wright County vs. Minnesota Department of Corrections under Items for Consideration A -3. At 9:02 a.m. Vetsch requested a motion to approve the agenda as modified.

Motion by Moynagh and seconded by Holland

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

CONSENT AGENDA

9:03 a.m. Vetsch requested a motion to approve the Consent Agenda.

Motion by Holland and seconded by Schoen

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

A. ADMINISTRATION

1. **Appoint Marc Weigle to the Wright County Economic Development Authority.**
2. **Authorize Signature of Board Chair on An Updated Joint Powers Agreement Between Wright County and Wright Soil and Water**

**Conservation District Related To Administration of The Wetlands
Conservation Act**

B. ASSESSOR

1. **Approve Backfill of Assessment Process Specialist (APS) and All Associated Backfill Positions**

C. FINANCE & TAXPAYER SERVICES

1. **Approve Budget Amendment 33, Online Permitting Project**
2. **Approve Aggregate Tax Committee Appointment, Julie Marquardt, Woodland Township**
3. **Acknowledge Warrant Disbursements Issued from April 13 through April 26, 2026**

D. PARKS & RECREATION

1. **County Ditch #10 Bank Stabilization Project Update, Wright SWCD**

E. PLANNING & ZONING

1. **Approve the Recommendation of the Planning Commission to Rezone the following Property: Jason Carlson - (Marysville Township), With a Unanimous Vote, the Planning Commission Recommends Approval to Rezone all of Tax Parcel 211-000-023201**
2. **Approve the Recommendation of the Planning Commission to Rezone the Following Property: Steve Bruggeman - (Silver Creek Township), All of Parcel 216-000-092300**

TIMED AGENDA ITEMS

A. 9:05 A.M. - ROSS DEMANT - DIRECTOR OF PARKS & RECREATION

1. **Adopt Resolution 26-36, Accepting Donations from Various Businesses for Prizes for the Wright County Parks and Recreation Challenge Wright Program**

At 9:03 a.m. Parks & Recreation Office Technician Delia Scepaniak spoke on Resolution 26-36, Accepting Donations from Various Businesses for Prizes for the Wright County Parks & Recreation Challenge Wright Program. At 9:05 a.m. Vetsch requested a motion to adopt Resolution 26-36

Motion by Schoen and seconded by Holland
Aye: 4; Nay: 0; Abstain: 0; Absent: 1; Recused: 0

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

B. 9:07 A.M. - CHAD HAUSMANN - HIGHWAY ENGINEER

1. Adopt Resolution 26-37, Authorize Signatures to Enter into MnDOT Cooperative Construction Agreement #1060047

At 9:07 a.m. Highway Engineer Chad Hausmann spoke on Resolution 26-37 to Authorize Signatures to Enter into MnDOT Cooperative Construction Agreement #1060047. At 9:08 a.m. Vetsch requested a motion to adopt Resolution 26-37.

Motion by Holland and seconded by Schoen

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

2. Adopt Resolution 26-38, Authorize Signatures to Enter into Minnesota Department of Transportation Contract #1062668

At 9:08 a.m. Hausmann spoke on Resolution 26-38 to Authorize Signatures to Enter into Minnesota Department of Transportation Contract #1062668. At 9:08 a.m. Vetsch requested a motion to adopt Resolution 26-38

Motion by Schoen and seconded by Moynagh III

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

C. 9:12 A.M. - MATT DETJEN - AG & DRAINAGE COORDINATOR

1. Take Action to Schedule and Cancel Public Hearings Related to the Partial and/or Full Abandonment of JD 1

At 9:09 a.m. Ag & Drainage Coordinator Matt Detjen spoke on the public hearing on Judicial Ditch #1 and County Ditch #7 held on April 28, 2026. Detjen stated that based on the petition received at the public hearing, the best course of action was to cancel the public hearing at 10:30 a.m. Tuesday, June 16, 2026 on partial abandonment of Judicial Ditch #1. Vetsch requested a motion to cancel the public hearing.

Motion by Holland and seconded by Schoen

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

Detjen then asked to schedule a public hearing on the full abandonment of Judicial Ditch #1 for 10:30 a.m. Tuesday, June 16, 2026. Vetsch requested a motion to schedule the public hearing.

Motion by Moynagh and seconded by Holland

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

Detjen then requested to schedule a public hearing for partial abandonment of Judicial Ditch #1 for 11:00 a.m. Tuesday, June 16, 2026. Vetsch requested a motion to schedule the public hearing.

Motion by Moynagh and seconded by Holland

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

At 9:15 a.m. Kryzer explained that scheduling a continuation of the public hearing for the redetermination of benefits for Judicial Ditch 1 was not necessary and was subject to the public hearings on June 16, 2026. No action was taken on item #4 of the Request for Board Action. Kryzer requested to schedule a Ditch Committee of the Whole with legal counsel for 2:00 p.m. Tuesday, May 19, 2026, to discuss the county's legal requirements regarding ditches.

Motion by Schoen and seconded by Holland

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

D. 9:20 A.M. - HEALTH & HUMAN SERVICES

At 9:16 a.m. Vetsch requested a motion to pass the Consent Agenda.

Motion by Schoen and seconded by Holland

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

1. HEALTH & HUMAN SERVICES CONSENT AGENDA

- i. **Approve Public Health Task Force Two-Year Term Reappointment**
1. Ann Gonderinger, District 5 – First Term Ends 2026-07-02
- ii. **Accept Opioid Settlement Advisory Council New Member Application**
1. Tessa MacDonald, County Employee
- iii. **Approve Annual Liquor License for Fountain Hill Winery & Vineyard in Franklin Township- 2026-2027 License**

- iv. **Approve Mental Health Advisory Council (MHAC) 2026 Unmet Needs Report and Recommendations**
- v. **Approve Public Health Task Force Bylaws Amendment**
- vi. **Approve Annual Liquor License for Fountain Hill Winery & Vineyard in Franklin Township - 2026 License**
- vii. **Approve Mental Health Advisory Council Two-Year Term Reappointment**
 - 1. **Carl Harju, District 5 – Fifth Term Ends 2026-07-11**

2. HEALTH & HUMAN SERVICES TIMED AGENDA

i. Recognize May as Child Foster Care Awareness Month

At 9:17 a.m. Social Services Supervisor Christine Treichler introduced Deb Zentz and Mike Pederson of Wright County as the winners of the Minnesota Social Service Association (MSSA) Region 7 Excellence in Child Foster Care Award. Treichler spoke on the importance of foster families and the work they do for the community. Vetsch spoke on the sacrifice that foster families make for children.

ii. Adopt Resolution HHS 26-04 to Accept April 2026 Donation

At 9:21 a.m. Vetsch requested a motion to approve Resolution HHS 26-04, to Accept April 2026 Donations.

Motion by Holland and seconded by Schoen

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

E. 9:30 A.M. - 2026 FEES FOR SERVICE CHANGE SCHEDULE CHANGE PUBLIC HEARING

1. PUBLIC HEARING - 2026 Fees for Service Schedule Changes

At 9:30 a.m. Vetsch opened the public hearing on the 2026 Fees for Service Schedule Changes. At 9:31 a.m. Vetsch closed the public hearing after no members of the public came forward to speak. Vetsch explained that the change was for a fee for work release for \$15.

F. 9:35 A.M. - APPROVE MODIFICATION TO FEE SCHEDULE

1. Approve Modification To The Wright County 2026 Fees for Service Changes

At 9:32 a.m. Vetsch requested a motion to approve the modifications to the to Wright County 2026 Fees for Service Changes.

Motion by Moynagh and seconded by Holland

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

ITEMS FOR CONSIDERATION

A. ADMINISTRATION

1. **Adopt Resolution 26-39, Final Acceptance and Final Payment in the Amount of \$66,282.09 to Sir Lines-A-Lot for the 2025 Pavement Marking Contract Work**

At 9:22 a.m. Vetsch requested a motion to adopt Resolution 26-39, the Final Acceptance and Final Payment in the Amount of \$66,282.09 to Sir Lines-A-Lot for the 2025 Pavement Marking Contract Work.

Motion by Schoen and seconded by Holland

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

2. **Cancellation of the County Board Workshop Scheduled for 9:00 a.m., Tuesday May 12, 2026**

At 9:22 a.m. Vetsch requested a motion to cancel the County Board workshop on Tuesday, May 12, 2026.

Motion by Holland and seconded by Moynagh

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

At 9:23 a.m. Vetsch recessed the meeting subject to the call of the chair.

At 9:30 a.m. Vetsch resumed the meeting.

ADJOURNMENT

At 9:32 a.m. Kryzer requested that the County Board go into closed-door session pursuant to Minnesota Statute 13D.05 Subd. 3(b) to discuss pending litigation in the matter of Wright County vs. Minnesota Department of Corrections, Court File No.62-CV-261706. Vetsch recessed the meeting into a closed-door session.

At 9:50 a.m. Vetsch reconvened the board meeting. At 9:50 a.m. Vetsch requested a motion to authorize signatures on the settlement agreement and the stipulation for dismissal in the matter of Wright County vs. Minnesota Department of Corrections and to authorize the County Administrator to take all action necessary therein. At 9:51 a.m. Commissioner Kirby Moynagh thanked staff for their time and effort on the subject. Vetsch thanked Moynagh for his work on the subject. Kryzer spoke on State Senators John Hoffman and Michael Holstrom for their work on the subject.

Motion by Moynagh and seconded by Holland

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

At 9:52 a.m. Vetsch adjourned the meeting.

WARRANTS ISSUED



COMMITTEE MEETING MINUTES

PERSONNEL COMMITTEE

MAY 5, 2026

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

DATE APPROVED: [DATE]

Members Present: Schawn Johnson, Greg Kryzer, Nadine Schoen, Darek Vetsch

Others Present: Darnell Brethorst, Mike MacMillan, Lindsey Meyer, Lori Pawelk, Jill Pooler, Clay Wilfahrt

THESE MINUTES ARE IN DRAFT FORMAT AND REQUIRE APPROVAL BY THE COUNTY BOARD

I. Policy 104.09 Work Out of Class

It was requested that one line be changed in the county's Personnel Policy to make work out of class assignments require approval from the County Administrator instead of the County Board of Commissioners.

RECOMMENDATION: It was the consensus of the committee to approve a requested change to Policy 104.09 to make work out of class assignments require the approval of the County Administrator.

II. Senior Payroll Specialist

Finance Director Lindsey Meyer said that has been discussion for some time about having a Senior Payroll Specialist position on staff and her request is to create a Senior Payroll Specialist position and allow a Payroll Specialist position to be eliminated via attrition. She said the cost implication of the promotion would be approximately \$5,500. Meyer also requested to backfill an Accounting Manager position that has been vacant for some time and needs to be filled due to workload needs.

RECOMMENDATION: It was the consensus of the committee to approve filling the Accounting Manager position, creating a Senior Payroll Specialist position and eliminating one of the existing Payroll Specialist positions via attrition, as well as approving any potential backfills that may be necessary with the filling of the Accounting Manager position.

I. HHS Organization

Interim Health & Human Services Director Mike MacMillan said the HHS Department is being re-engineered to make the department more efficient and cost-effective. The first division to undergo reorganization is Aging and Disability Services. MacMillan said the foundational process of the change has four aspects – culture, capacity, retention and best practices. All managers and supervisors will go through leadership training. The re-engineering has created several structural changes to the organizational chart. MacMillan said the changes would bring more work in-house and reduce the need for outside contractors. MacMillan said that, under the proposal, the county would see a projected cost savings of \$320,936.

Commissioner Darek Vetsch said if correct processes and procedures are in place, there won't be the need to have a supervisor for every 10 employees and that the new system would allow for advancement opportunities that didn't previously exist. MacMillan said that implementation of the changes would include a coaching/training paradigm that includes best practice tools, staff development, improved training/recruitment of new hires, and safety training.

The second HHS division proposed for re-engineering is Public Health. MacMillan presented the division's organizational chart and said the focus of the change would be a "bottom-up approach." He explained that the proposed changes would allow for upward mobility for employees. MacMillan said the division has functioned well but could be improved with a subtle restructuring of job responsibilities. Under these proposed changes, the projected savings to the county would be \$238,820.

MacMillan said the divisions that will be re-engineered next will be Financial Services, Business Services and Child & Family Services. He stated the expectation of the re-engineering of these divisions would come to the Personnel Committee as early as June. The committee also reviewed supervisory positions throughout the organization and approved organizational changes will be presented.

RECOMMENDATION: It was the consensus of the committee to approve the proposed organizational structures for HHS divisions Aging and Disability Services and Public Health, and authorize the County Administrator to implement the reorganization, including posting and backfilling positions as needed.

The meeting adjourned at 11:25 a.m.

Minutes submitted by Lead Communications Specialist John Holler

Destination and Workflow**Meeting Type: ***

Board Meeting

Target Meeting Date *5/19/2026 9:00 AM – Board of Wright County
Commissioners**Requestor Name**

Greg Kryzer

Agenda Item Type☐ RFBA ☒ Minutes Submission ☐ Warrants Submission**Requestor Title**

County Administrator

Target Section☐ Consent Agenda ☐ Timed Agenda
☐ Item for Consideration**Department (please use dropdown to select department) ***

ADMINISTRATION

Originator

BTP5489

Item Details**Board Action Requested (this is what will appear on the Agenda) ***

Approve Minutes from Personnel Committee (05-05-2026)

Short Title (what will appear on Agenda outline – 250 character max.) *

Approve Minutes from Personnel Committee (05-05-2026)

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

[5.5.26 Personnel Committee minutes.docx](#)

Attachment Type

Attachment

RFBA Review**Assistant County Administrator Review****Assistant County Administrator Decision**

Approved

Notes

County Administrator Review**County Administrator Decision**

Notes

Destination and Workflow**Meeting Type: ***

Board Meeting

Target Meeting Date *5/19/2026 9:00 AM – Board of Wright County
Commissioners**Requestor Name**

Greg Kryzer

Agenda Item Type☐ RFBA ☒ Minutes Submission ☐ Warrants Submission**Requestor Title**

County Administrator

Target Section☐ Consent Agenda ☐ Timed Agenda
☐ Item for Consideration**Department (please use dropdown to select department) ***

ADMINISTRATION

Originator

BTP5489

Item Details**Board Action Requested (this is what will appear on the Agenda) ***

Approve Minutes from Operations Committee (05-12-2026)

Short Title (what will appear on Agenda outline – 250 character max.) *

Approve Minutes from Operations Committee (05-12-2026)

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

[05-12-2026 Operations Committee MINUTES.docx](#)

Attachment Type

Attachment

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision

Approved

Notes

County Administrator Review

County Administrator Decision

Notes

MINUTES

OPERATIONS COMMITTEE

9:30 A.M. on May 12, 2026

Government Center Room 3202

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

Approved: **DRAFT**

Members Present: Greg Kryzer, Jeanne Holland, Kirby Moynagh, Marc Mattice

Others Present: Matthew Treichler, Shawna Athman

I. SHERIFF CONTRACT RATE

- a. Hourly Rate – Adjustment
- b. 3 Year Contract Consideration
- c. Staff Considerations

Meeting started at 9:30 AM, Shawna Athman shared the proposed contract rates which include additional 3,390 service hours and the addition of two deputies.

The contract reflects a three-year structure with planned annual increases throughout the term. Commissioner Moynagh and Commissioner Holland are aligned with the proposed increase.

RECOMMENDATION: *Informational Only*

Meeting adjourned at 10:00 a.m.
 Operations Committee meeting minutes submitted by Jenn Eggersgluss, Administrative Specialist

Destination and Workflow

Meeting Type:*

Board Meeting

Target Meeting Date*

5/19/2026 9:00 AM – Board of Wright County
Commissioners

Requestor Name

Lindsey Meyer

Agenda Item Type

☒ RFBA ☐ Minutes Submission ☐ Warrants Submission

Requestor Title

Finance Director

Target Section

☒ Consent Agenda ☐ Timed Agenda
☐ Item for Consideration

Department (please use dropdown to select department)*

FINANCE & TAXPAYER SERVICES

Originator

LMM8602

Item Details

Board Action Requested (this is what will appear on the Agenda)*

Approve Hire of a Senior Payroll Specialist

Short Title (what will appear on Agenda outline – 250 character max.)*

Approve Hire of a Senior Payroll Specialist

Value Stream the request primarily aligns with:

Develop County Infrastructure

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

This role provides support of the County's financial infrastructure.

Describe the impact on staffing resources.

The County will continue to have two FTEs dedicated to payroll.

Fiscal Impact:

Two Payroll Specialist positions are already included in the 2026 budget. Converting one of these positions to a Senior Payroll Specialist is expected to have only a minor financial impact.

Background/Justification:

After two years on the ERP system, we've identified the need for additional technical expertise within the payroll team. A Senior Payroll Specialist will support higher-level payroll configuration and testing, particularly related to federal and state regulatory updates. The role will also create a promotional opportunity, helping us retain skilled staff by supporting career growth within the County.

The position will be posted internally, and one Payroll Specialist FTE will be eliminated via attrition.

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
Senior Payroll Specialist.docx	Attachment
Finance & Taxpayer Services Org Chart.pdf	Attachment

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision

Approved

Notes

County Administrator Review

County Administrator Decision

Notes

Senior Payroll Specialist



Department/Division: Finance & Taxpayer Services

FLSA Status: Non-Exempt

Union/Non-Union: Union

General Definition of Work

Performs difficult administrative-work leading payroll implementation, ensuring accuracy and compliance of all County payroll processes. Serves as the subject matter expert (SME) in leading complex technical payroll initiatives and associated configuration requirements for the Oracle payroll system. Work is performed under the limited supervision of the Assistant Finance Director. Oversight is exercised over personnel within the team.

Qualification Requirements

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

Essential Functions

- Leads the processing of County payroll, ensuring accurate system operation and execution of payroll cycles and associated reporting. Oversee complex wage, status, benefit and deduction changes. Recommend changes to payroll systems and processes due to any federal and state legislation changes.
- Serves as the lead Oracle payroll subject matter expert (SME), responsible for system testing, configuring payroll application settings in coordination with Oracle team to ensure accurate and compliant system functionality, patches, validating changes, performing quality assurance (QA), troubleshooting issues, and supporting Countywide technology initiatives involving payroll. Acts as primary payroll resource for payroll staff and County departments.
- Determines when to partner with additional internal resources and consults with manager when external resources are required for payroll related issues and initiatives.
- Oversees payroll-related projects, including system improvements, process redesign, cross-departmental initiatives and continually looks for opportunities to streamline and automate.
- Exhibits oversight for payroll timecard processes by monitoring system performance, reviewing errors, and providing guidance and training to County payroll system users.
- Research, manage, and perform difficult payroll compliance tasks including levies, garnishments, child support orders, and other required payroll changes adopted at the federal and state government levels.
- Performs audit and validation procedures on payroll output, including the assisting and submitting quarterly and annual payroll reports including W-2s, Federal filings (941), ACA reporting, PERA reporting, and other compliance documents.
- Provides leadership and subject matter expertise during salary and benefit budgeting, including the performing of audits, identify calculation issues, and make recommendations and changes as needed.
- Performs general accounting and bookkeeping functions, including monitoring and reconciling of various account balances. Analyzes account activities and proposes financial adjustments. Audits and submit payments for invoices within scope of position responsibilities.
- Lead resource for employee payroll questions and complex issue resolution. Communicates payroll changes effectively both verbally and written.
- Performs other related duties and activities as assigned.

Senior Payroll Specialist

Knowledge, Skills, and Abilities

Advanced knowledge of government accounting methods laws, regulations, payroll principles and collective bargaining agreements; knowledge of County government workflows and processes; expertise in financial and payroll systems, including Oracle system configuration experience with payroll related modules; skilled in using computer systems and financial software; strong communication skills for presenting information and training users across Wright County departments; Strong attention to detail and analytical ability to evaluate data, identify issues and recommend solutions; ability to organize time effectively, manage multiple priorities, and adapt to changing circumstances; ability to perform all job duties in compliance with safety guidelines and with an ongoing awareness of safety practices; ability to communicate courteously and professionally while maintaining positive working relationships with others when carrying out all job functions.

Education and Experience

Bachelor's degree in accounting, business, or related field, and three (3) years of experience in accounting and payroll processing, or equivalent combination of education and experience. Previous payroll experience working in a government setting, prior payroll experience working with Oracle Fusion, and leading payroll initiatives as a SME are preferred. Previous business experiencing working with budgets and financial audits is also preferred.

Physical Requirements

This work requires the occasional exertion of up to 25 pounds of force; work regularly requires sitting, speaking or hearing and using hands to finger, handle or feel, frequently requires repetitive motions and occasionally requires standing, walking, reaching with hands and arms and lifting; work has standard vision requirements; vocal communication is required for expressing or exchanging ideas by means of the spoken word; hearing is required to perceive information at normal spoken word levels and to receive detailed information through oral communications and/or to make fine distinctions in sound; work requires preparing and analyzing written or computer data, operating machines, operating motor vehicles or equipment and observing general surroundings and activities; work has no exposure to environmental conditions; work is generally in a moderately noisy location (e.g. business office, light traffic).

Special Requirements

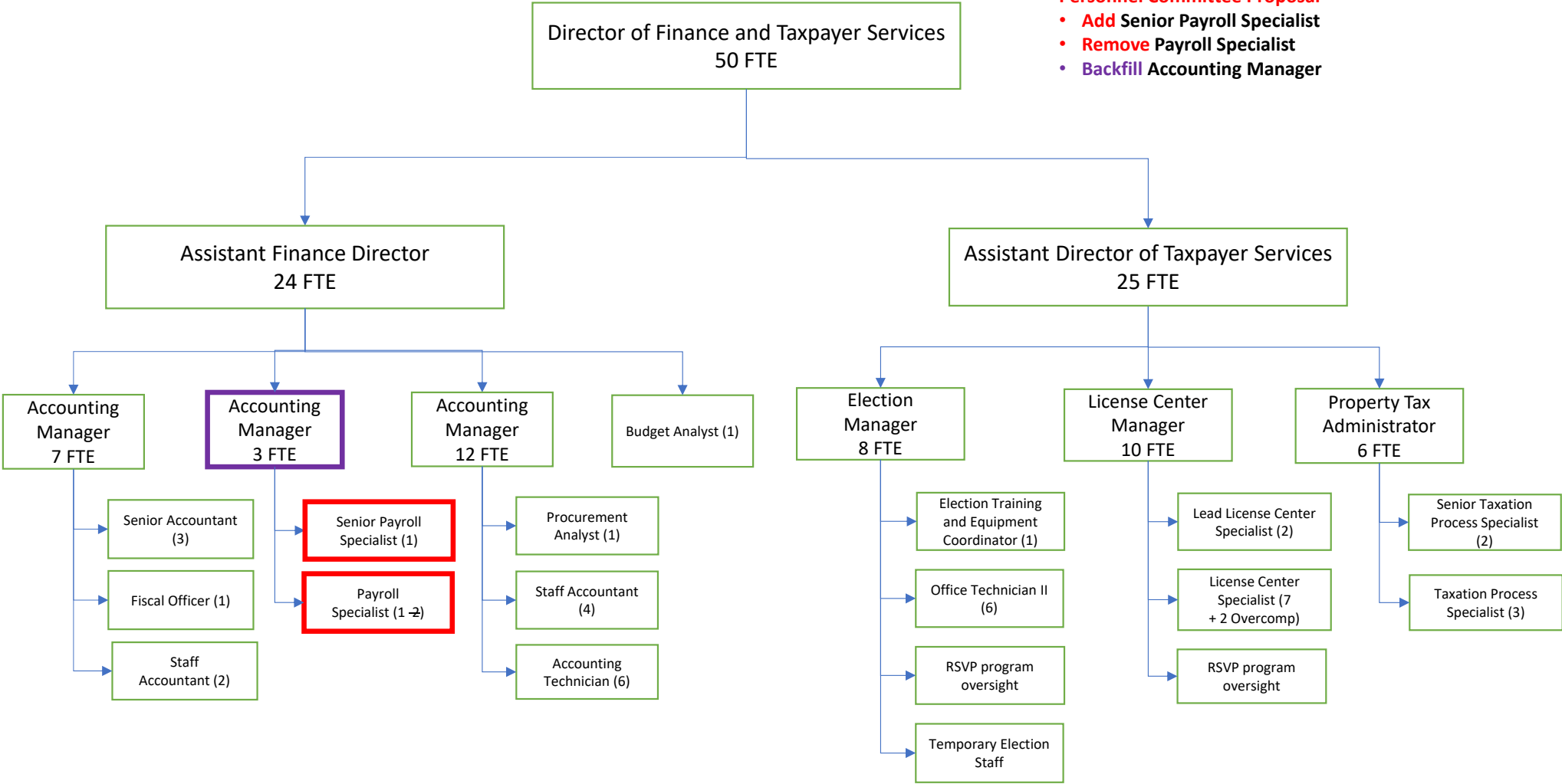
Certified Payroll Professional (CPP) designation is preferred.
A valid driver's license or evidence of equivalent mobility is required upon hire.

Last Revised: 5/19/2026

Finance & Taxpayer Services Org Chart

Personnel Committee Proposal

- Add Senior Payroll Specialist
- Remove Payroll Specialist
- Backfill Accounting Manager



Destination and Workflow

Meeting Type: *

Board Meeting

Target Meeting Date *

5/19/2026 9:00 AM – Board of Wright County
Commissioners

Requestor Name

Lindsey Meyer

Agenda Item Type

☒ RFBA ☐ Minutes Submission ☐ Warrants Submission

Requestor Title

Finance Director

Target Section

☒ Consent Agenda ☐ Timed Agenda
☐ Item for Consideration

Department (please use dropdown to select department) *

FINANCE & TAXPAYER SERVICES

Originator

LMM8602

Item Details

Board Action Requested (this is what will appear on the Agenda) *

Authorize Rehire of One Full-Time Accounting Manager Position

Short Title (what will appear on Agenda outline – 250 character max.) *

Authorize Rehire of One Full-Time Accounting Manager Position

Value Stream the request primarily aligns with:

Develop County Infrastructure

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

This role provides support of the County's financial infrastructure.

Describe the impact on staffing resources.

This role will have direct oversight of the County's payroll function.

Fiscal Impact:

The position is included in the 2026 budget.

Background/Justification:

The position has been vacant since October 2025 and will fill a key non-union role overseeing countywide payroll, closing an important risk gap. This role will manage bi-weekly payroll review, implement Federal and State payroll updates, and assume oversight of additional finance functions, enabling the finance leadership team to operate more strategically and proactively.

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

[Accounting Manager.docx](#)

[Finance & Taxpayer Services Org Chart.pdf](#)

Attachment Type

Attachment

Attachment

RFBA Review**Assistant County Administrator Review****Assistant County Administrator Decision**

Approved

Notes

County Administrator Review**County Administrator Decision**

Notes

Accounting Manager



Department/Division: Finance & Taxpayer Services

FLSA Status: Exempt

Union/Non-Union: Non-Union

General Definition of Work

Performs difficult advanced technical work providing overall management and reporting for County financial activities and support functions involving budgeting and finance, technology services, accounting, collections, contract management, and information systems functions. Work is performed independently in accordance with laws, statutes and professional standards that follow sound fiscal management principles under the limited direction of the Assistant Finance Director. Continuous supervision is exercised over assigned Finance Staff.

Qualification Requirements

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

Essential Functions

Administers and monitors County-wide financial operations to ensure adequate cash flow, budgeting, and maximum funding opportunities.

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

Compiles data and oversees or prepares billings and invoices; supervises, assigns, and coordinates preparation and/or coding of payroll and benefits costs, accounts receivable, accounts payable, and reconciliations. Provides direction to Finance staff in regard to billing and revenue issues and collaborates with other County staff.

Compiles data and oversees or prepares annual County budget; supervises, assigns, and coordinates preparation and/or coding of budgeting costs, and reconciliations. Provides direction to Finance staff in regard to County budget issues and collaborates with other County staff.

Performs thorough analysis of financial and budget statements, results, and trends; facilitates the gathering of relative financial and program data to project future revenues and expenditures including historical data, legislative changes, State projections and trends. Coordinates other financial reporting requirements.

Manage and oversee County payroll processes, which includes auditing W-2's, timecard processes, benefit deductions any other payroll benefit and/or benefits.

Oversees the tax, and unemployment reporting as required by State and Federal laws and regulations. Ensure payroll compliance with current government regulations by monitoring all changes to State and Federal law and regulations associated with PERA, IRS, Social Security Administration, workers compensation, and health care reform.

Projects future County and department revenues and expenditures based on historical data, State projections, and trends.

Analyzes, identifies, and implements solutions to resolve accounting and collection problems; oversees general ledgers and prepares analysis of ledger accounts; oversees departmental budgets, compiles and analyzes cash flow data and disbursement estimates; prepares necessary journal entries and month-end closing procedures.

Assists Departments with managing, assigning and coordinating audit contracts and prevailing wage rates of contractors and sub-contractors, segregates sources and uses of funds, departmental budgetary expenditures, reviews financial performance of contractors in relations to County and State Aid funding bids awarded or federal grants approved with assigned support staff.

Accounting Manager

Manages the personnel projection, ensuring staffing levels are tied to existing approved staffing positions while adding and identifying newly requested positions.

Manages and oversees all activities related to administration, maintenance and workflows surrounding information processed within the County ERP financial, budget system and HCM.

Monitors and Manages the County's daily cash position, which includes daily cash management and forecasting activities.

Oversees the preparation of the County's Annual Comprehensive Financial Report (ACFR), budget book, and other financial reports as required. This includes Capital Asset Management processes.

Assists with the development and assembling of the County budget; assists other County Departments and Divisions with preparation of budget and presentation to the County Board; monitors spending and cash flow and prepares monthly and year-to-date revenue and expenditure reports; monitors funding sources for current and future projects.

Assists with coordinating accounting technology development and direction.

Performs other duties and activities as assigned.

Knowledge, Skills, and Abilities

Knowledge of, or ability to learn, government accounting and budgeting methods, principles and practices; knowledge of, or ability to learn, County government work flows and processes; knowledge of financial and accounting systems and programs used to support Department's financial function; knowledge of, and ability to interpret and apply, laws and regulations related to County programs; knowledge of methods, procedures, and principles of public and business administration; knowledge of computer systems used to administer Department and County financial programs; knowledge of functions of other financial agencies; skill in the use of standard office equipment, including computer and software programs; leadership qualities with ability to motivate employees; analytical skills sufficient to analyze and interpret complex fiscal reports and identify and implement solutions to problems; verbal and written communication skills sufficient to effectively present information and respond to questions from a wide variety of audiences; reading comprehension skills sufficient to read and understand financial and audit documents; interpersonal skills sufficient to exchange and or convey information, receive work direction, and maintain effective working relationships; ability to maintains professional competence and stay abreast of trends and innovations; attend training, conferences and meetings and review relevant literature; ability to pay attention to detail and effectively organize time and anticipate, plan and successfully respond to changing circumstances; ability to perform all job duties in compliance with safety guidelines and with an ongoing awareness of safety practices; ability to communicate courteously and professionally while maintaining positive working relationships with others when carrying out all job functions.

Education and Experience

Bachelor's degree in accounting, or related field, and three years of experience in accounting with an emphasis in cost accounting, budgets, finance, and/or auditing, or equivalent combination of education and experience. Experience in Governmental Cost Accounting and budgeting is preferred. Previous supervisory experience is preferred.

Physical Requirements

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

Accounting Manager

Special Requirements

Must be able to pass a background investigation.

HIPAA certifications within six months of employment

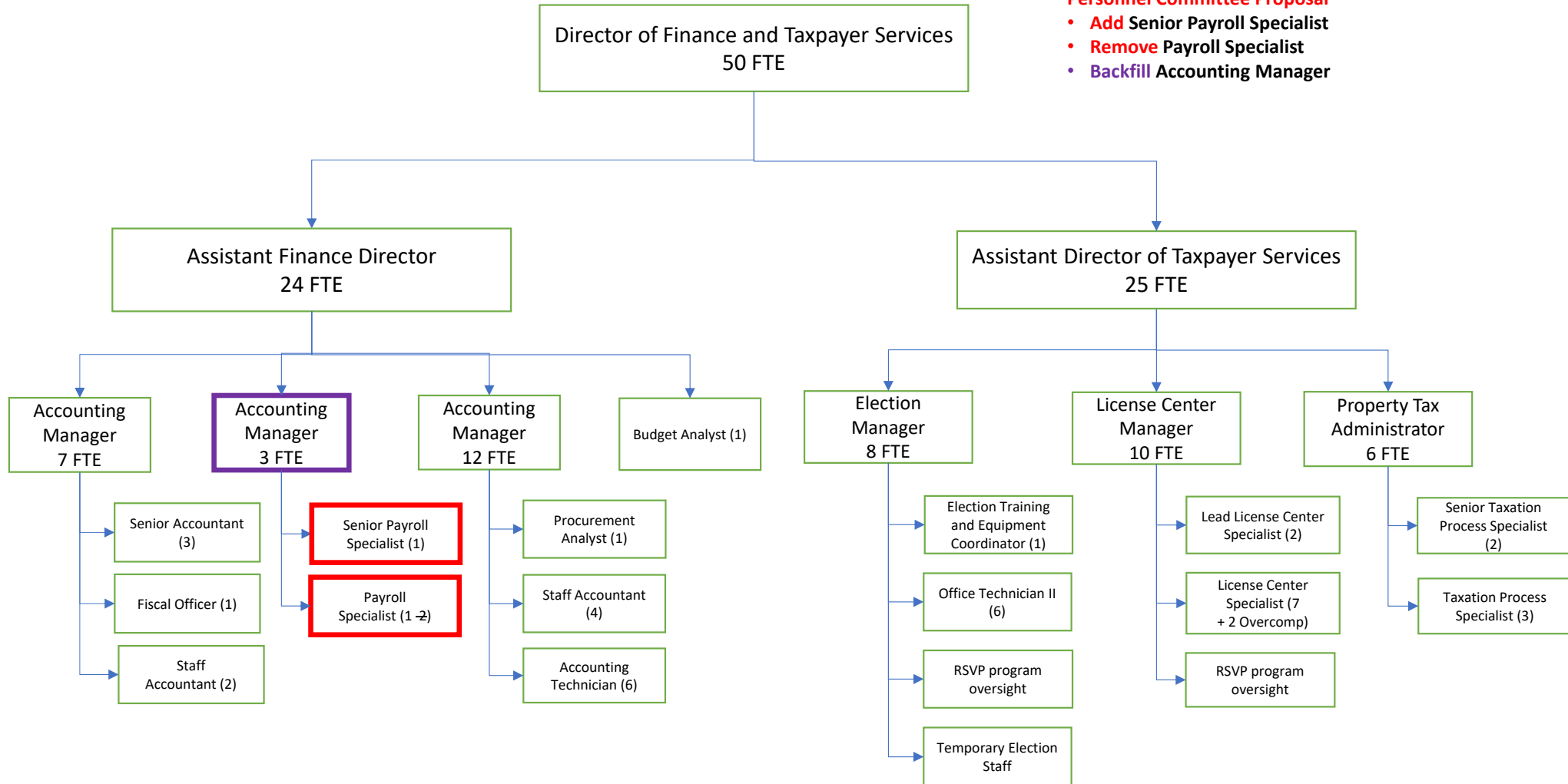
A valid driver's license or evidence of equivalent mobility is required upon hire.

Last Revised: 12/10/2024

Finance & Taxpayer Services Org Chart

Personnel Committee Proposal

- Add Senior Payroll Specialist
- Remove Payroll Specialist
- Backfill Accounting Manager



Destination and Workflow**Meeting Type:***

Board Meeting

Target Meeting Date*5/19/2026 9:00 AM – Board of Wright County
Commissioners**Requestor Name**

Lindsey Meyer

Agenda Item Type☒ RFBA ☐ Minutes Submission ☐ Warrants Submission**Requestor Title**

Finance Director

Target Section☒ Consent Agenda ☐ Timed Agenda
☐ Item for Consideration**Department (please use dropdown to select department)***

FINANCE & TAXPAYER SERVICES

Originator

KMD7520

Item Details**Board Action Requested (this is what will appear on the Agenda)***

Acknowledge Warrant Disbursements Issued from April 27 through May 10, 2026

Short Title (what will appear on Agenda outline – 250 character max.)*

Acknowledge Warrant Disbursements Issued from April 27 through May 10, 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
04.27.2026 – 05.10.2026 Disbursement by Fund.pdf	Attachment

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision

Approved

Notes

County Administrator Review

County Administrator Decision

Notes



Disbursements by Funds Report

Report Date GMT 5/11/26 4:46 PM

Page 1 of 1

Date Range: 4/27/2026 to 5/10/2026 Pii:

Fund	Description	Amount
01	GENERAL REVENUE FUND	756,578.39
02	RESERVES FUND	33,529.34
03	ROAD AND BRIDGE FUND	1,203,684.23
11	HUMAN SERVICES FUND	291,502.43
20	WASTE MANAGEMENT FUND	684.74
34	CAPITAL IMPROVEMENTS FUND	20,912.80
36	DEBT SERVICE FUND	475.00
41	DITCH FUND	5,702.20
71	HISTORIAN FUND	400.33
72	SOIL AND WATER FUND	5,607.91
73	LAKE IMPROVEMENT DISTRICTS	6,719.23
78	WCFSC COLLABORATIVE FUND	45,309.89
84	STATE COLLECTIONS FUND	349,148.25
85	REFUNDING ACCOUNT FUND	81.88
87	SOCIAL WELFARE FUND	2,748.00
	Total	2,723,084.62

Destination and Workflow

Meeting Type: *

Board Meeting

Target Meeting Date *

5/19/2026 9:00 AM – Board of Wright County
Commissioners

Requestor Name

Mike MacMillan

Agenda Item Type

☒ RFBA ☐ Minutes Submission ☐ Warrants Submission

Requestor Title

Department Head

Target Section

☒ Consent Agenda ☐ Timed Agenda
☐ Item for Consideration

Department (please use dropdown to select department) *

HEALTH & HUMAN SERVICES

Originator

BTP5489

Item Details

Board Action Requested (this is what will appear on the Agenda) *

Authorize Phase One of the Strategic Restructuring of the Health & Human Services Department

Short Title (what will appear on Agenda outline – 250 character max.) *

Authorize Phase One of the Strategic Restructuring of the Health & Human Services Department

Value Stream the request primarily aligns with:

Promote Safe and Healthy Communities

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

The proposed restructure of the Aging & Disability Services (ADS) and Public Health (PH) divisions of Health & Human Services (HHS) will reduce taxpayer levy expenditures while improving organizational efficiency and effectiveness in delivering services to Wright County residents most in need. The restructuring is intended to better align staffing resources, streamline operations, and support sustainable service delivery models for the future.

Describe the impact on staffing resources.

Phase One discontinues 5 supervisor level positions, while recruiting, and/or backfilling positions needed to operationalize the revised department structures.

Fiscal Impact:

Phase one of the restructuring is projected to generate approximately \$550,000 in annual taxpayer levy savings, with full implementation of the broader phase one reorganization anticipated to yield expense savings / revenue increases exceeding \$750,000.

Background/Justification:

The County Administrator and Interim Health and Human Services Director conducted a comprehensive review of the Health and Human Services Department organizational structure, service delivery model, and workforce alignment to identify opportunities for operational efficiencies, improved service delivery, and long-term fiscal sustainability. The review identified strategic opportunities to optimize organizational performance through a phased restructuring approach.

The proposed organizational structures for the Wright County Health and Human Services divisions of Aging and Disability Services and Public Health constitute phase one of the Department's strategic restructuring, including the realignment of these divisions, revisions to reporting relationships, span of control, position classifications, and related staffing adjustments across the Department as set forth in the proposed organizational structures. The proposed organizational structures were reviewed by the Personnel Committee and are being presented to the County Board for consideration and approval.

The first phase of restructuring includes position elimination and creation in Social Services, Business Services, and Public Health. The following positions in Public Health will be eliminated: one Public Health Supervisor, three Public Health Nurses (two through attrition), one 0.6 FTE Public Health Nurse, and one Case Aide. The following positions in Public Health will be established: two Public Health Nurse II positions and two Office Technician positions. One .8 Public Health Nurse will be converted to a 1.0 Public Health Nurse. The following positions in Social Services will be eliminated: three Social Services Supervisors, and seven Social Worker I positions (five through attrition). The following positions in Social Services will be established: six Social Worker I positions in Waivers, three Office Technician positions, six Social Worker II positions, and one Case Aide position. In Business Services, one Office Manager position will be eliminated.

Route for Review and Approval

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

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

Document Name

Attachment Type

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision

Approved

Notes

County Administrator Review

County Administrator Decision

Notes

Destination and Workflow

Meeting Type: *

Board Meeting

Target Meeting Date *

5/19/2026 9:00 AM – Board of Wright County
Commissioners

Requestor Name

Mike MacMillan

Agenda Item Type

☒ RFBA ☐ Minutes Submission ☐ Warrants Submission

Requestor Title

Department Head

Target Section

☒ Consent Agenda ☐ Timed Agenda
☐ Item for Consideration

Department (please use dropdown to select department) *

HEALTH & HUMAN SERVICES

Originator

NMB7429

Item Details

Board Action Requested (this is what will appear on the Agenda) *

Approve Request to Rehire One Full-Time Social Worker II Position

Short Title (what will appear on Agenda outline – 250 character max.) *

Approve Request to Rehire One Full-Time Social Worker II Position

Value Stream the request primarily aligns with:

Promote Safe and Healthy Communities

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

Social Workers provide support and resources to individuals and families through a variety of programs. Social Workers performs screenings and investigations, provide protective services to families, children and adults who may experiencing maltreatment; offers case management and supports for individuals with developmental disabilities and mental health needs, funding assessments for persons needing chemical dependency treatment or counseling, case management for aged individuals needing support in and out

Describe the impact on staffing resources.

Social Services employs Social Work staff in the areas of Intake, Outreach, Coordinated Access, Educational Neglect, Child & Family Services Generalist, Parent Support Outreach, Minor Parent, Family Group Decision Making, Rapid Response, Child Protection Assessment, Child Protection Sexually Exploited Youth, Child Protection Ongoing, Child Protection Permanency, Children's Permanency, Children's Kinship, Adoption, Children's Mental Health, Adult Foster Care Licensing, Child Foster Care Licensing, Child Care Licensing, Family-Based Skills, Family-Based Therapy, Social Services Training & Professional

Fiscal Impact:

Grant funding will be utilized to offset staffing costs.

Background/Justification:

The Adult Outreach position focuses on developing relationships with our community partners, specifically to enhance services available for our community residents as well as to bolster agency relationships. This role actively supports our Drug Court program, our Rule 20 gap case support initiative, and is the primary back up for our Co-Response Social Worker working with the WCSO. The purpose of this role is to help individuals falling through the cracks to access support services. Our local food shelves, thrift stores, non-profits, and libraries have established positive connections and welcomed our adult outreach staff into their facilities to meet with clients. They have expressed their desire to continue to maintain this direct connection and partnership with our agency.

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
ADS Org Chart Outreach.pdf	Attachment
Social Worker II.pdf	Attachment
Adult Outreach SWII.pdf	Attachment

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision

Approved

Notes

County Administrator Review

County Administrator Decision

Notes

Social Services

**Aging & Disability Services
Manager (1)**
Total Staff - 71FT



Total Employees – 141
137(Full Time); 4(Part Time)

SS Breakdown

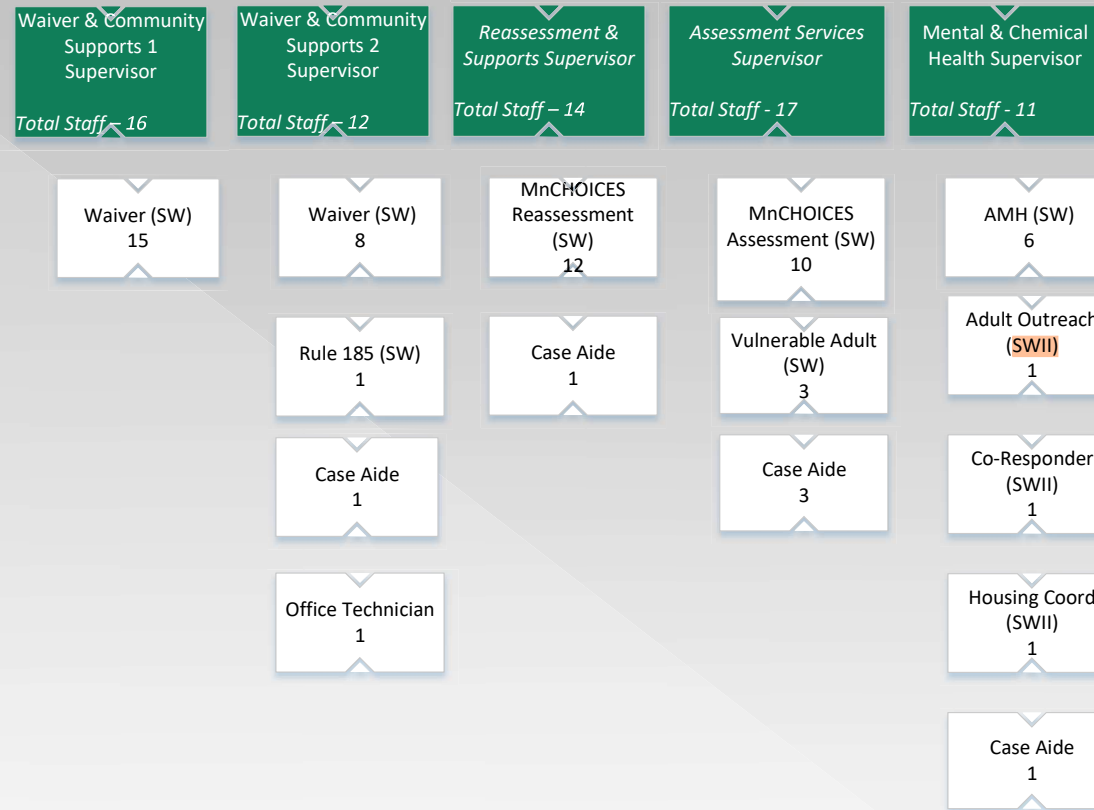
Aging & Disability Services

SW – 55FT
SWII – 3
Case Aide – 6
OT – 1
Supervisor – 5
Manager – 1

Child & Family Services

SW - 45(FT) (4PT)
SWII – 3
SWIII - 3
Case Aide – 6
OT – 2
Supervisor – 5
Manager -1

SW – 100 (Full Time); 4 (Part Time)
SWII -6
SWIII/MHP – 3
Case Aide – 13
Office Technician – 3
Supervisors – 10
Manager - 2



REVISED

1/16/26 (nmb7429)

Social Worker II



Department/Division: Health & Human Services/Social Services

FLSA Status: Non-Exempt

Union/Non-Union: Union

General Definition of Work

Performs difficult advanced human support work providing social services planning, coordination and mental health case management and expertise, and related work as apparent or assigned. Uses research, data analysis and evaluation to assist Social Service Managers, Supervisors, and Staff in guiding effective social services programs. Work is performed under the general direction of the Social Services Supervisor. Oversight is exercised over personnel within the team.

This position may be assigned to specialized functions within the Health and Human Services Department.

Qualification Requirements

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

Essential Functions

Serves as a Team Leader to co-workers and providing training and work direction, program development, coordinates annual and ongoing divisional training.

Coordinates data management activities for multiple social service programs including demographic, programmatic, socio-economic, environmental and other pertinent data; Coordinates, monitors and evaluates program improvement initiatives and makes recommendations based on trends and analysis.

Consults with referring sources and other professionals; reviews, completes and submits reports, forms and paperwork.

Provides early intervention in collaboration with schools, law enforcement, hospitals and other community partners to provide resource, referral information and short-term case management.

Perform clinical evaluations and assessments to establish need for initial or continued service under clinical supervisor.

Maintains knowledge of trauma-informed and generalist practice to serve as a mental health resource provide staff consultation and perform case management and client related services. Meets with clients and Department staff to identify client needs and set therapeutic goals; develops treatment plans; monitors and adjusts as necessary, while under clinical supervision.

Reports incidences of maltreatment, death and serious injuries of adults and children; testifies and provides documentation in legal proceedings.

Maintains knowledge of programs, laws and procedures by attending meetings, training and conferences, and reviewing technical literature.

This position may be assigned to assist law enforcement personnel on coordinated emergency responses to assist with mental health and/or substance abuse calls within the County.

Performs other duties and activities as assigned.

Knowledge, Skills, and Abilities

Knowledge of mental health therapies and psychological disorders; knowledge of human behavior principles and theory; knowledge of, and ability to interpret and apply, laws and regulations related to mental health and chemical dependency programs; knowledge of court procedures and practices; knowledge of conflict management and ability to recognize and diffuse conflict; knowledge of, or ability to learn, computer systems and programs used to administer Human Service programs; knowledge of, or ability to learn, County government work flows and

Social Worker II

processes; skill in the use of standard office equipment, including computers and software programs; verbal and written communication skills sufficient to effectively present information and respond to questions from a wide variety of audiences; reading comprehension skills sufficient to read and understand medical reports and technical and legal documents; interpersonal skills sufficient to exchange and or convey information, receive work direction, and maintain effective working relationships; ability to perform data entry into various databases; ability to pay attention to detail and effectively organize time and anticipate, plan and successfully respond to changing circumstances; ability to perform all job duties in compliance with safety guidelines and with an ongoing awareness of safety practices; ability to communicate courteously and professionally while maintaining positive working relationships with others when carrying out all job functions.

Education and Experience

Bachelor's degree in social work, counseling, psychology, or related field and three years of social worker or related experience or a master's degree and one year of social worker or related experience.

Physical Requirements

This work requires the occasional exertion of up to 25 pounds of force; work regularly requires sitting, speaking or hearing, using hands to finger, handle or feel and tasting or smelling, frequently requires repetitive motions and occasionally requires standing, walking, stooping, kneeling, crouching or crawling, reaching with hands and arms, pushing or pulling and lifting; work has standard vision requirements; vocal communication is required for expressing or exchanging ideas by means of the spoken word and conveying detailed or important instructions to others accurately, loudly or quickly; hearing is required to perceive information at normal spoken word levels and to receive detailed information through oral communications and/or to make fine distinctions in sound; work requires preparing and analyzing written or computer data, operating machines, operating motor vehicles or equipment and observing general surroundings and activities; work occasionally requires exposure to fumes or airborne particles, exposure to toxic or caustic chemicals, exposure to outdoor weather conditions, exposure to the risk of electrical shock and exposure to bloodborne pathogens and may be required to wear specialized personal protective equipment; work is generally in a moderately noisy location (e.g. business office, light traffic).

Special Requirements

Any Social Worker II assigned to assist law enforcement personnel with coordinated emergency responses is required to pass a BCA background check.

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

Last Revised: 3/18/2024



Position Backfill Request

Name of Department:	Health & Human Services
Department Head/Supervisor:	Mike MacMillan, Jill Pooler
Position Title:	Social Worker 2 – Adult Outreach
Date of Resignation:	March 20, 2026

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

- Make Disciplined Investments for a Stable Future
- Continue Transparency and Empower Community Engagement
- Improve Operational Excellence

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

FTEs: 1

3. Is there a direct impact on Wright County's citizens?

- Yes or no, and please explain.

Yes. The Adult Outreach position focuses on developing relationships with our community partners, specifically to enhance services available for our community residents as well as to bolster agency relationships. This role actively supports our Drug Court program, our Rule 20 gap case support initiative, and is the primary back up for our Co-Response Social Worker working with the WCSO. The purpose of this role is to help individuals falling through the cracks to access support services.

4. Direct risk or cost for not backfilling this position?

- Yes ☒ or No ☐, and please explain.

Our local food shelves, thrift stores, non-profits, and libraries have established positive connections and welcomed our adult outreach staff into their facilities to meet with clients. They have expressed their desire to continue to maintain this direct connection and partnership with our agency.

5. Are there external funding sources tied to this position used?

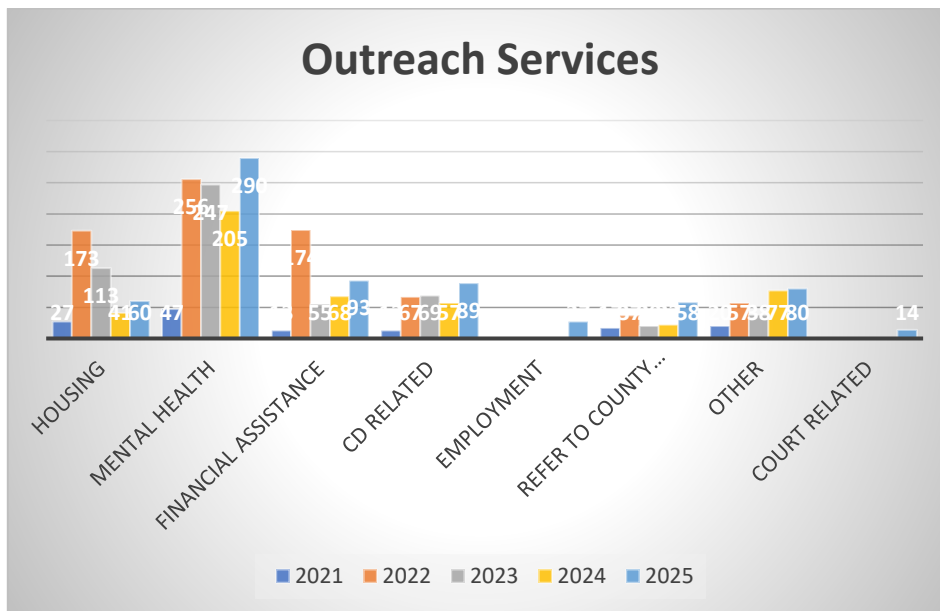
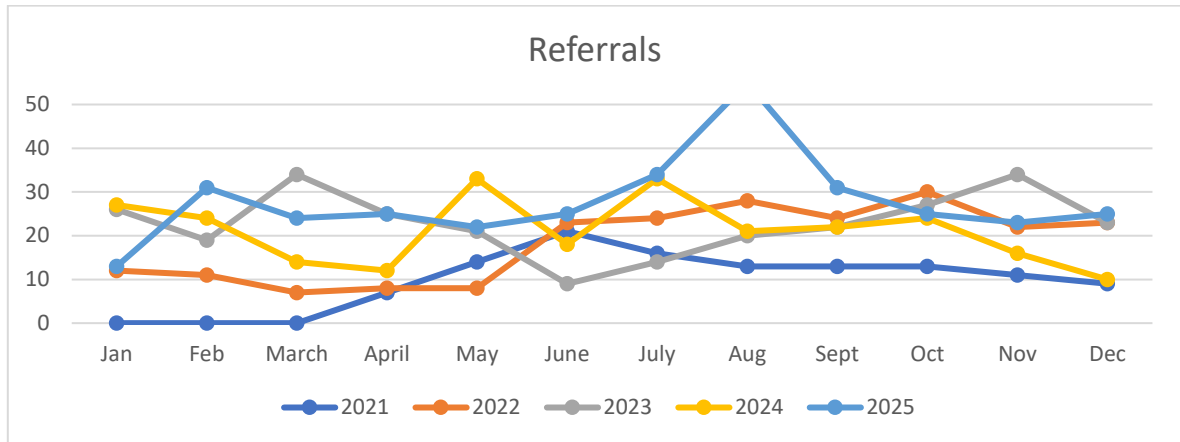
- If yes ☒ – explain.

Grant funding will be utilized to offset staffing costs.

6. Key activity or performance indicators that show the need for this position?

We track contacts and services offered to clients as well as community partner connections.

- a. Show the statistical data specific to the position.



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

Destination and Workflow

Meeting Type:*

Board Meeting

Target Meeting Date*

5/19/2026 9:00 AM – Board of Wright County
Commissioners

Requestor Name

Mike MacMillan

Agenda Item Type

☒ RFBA ☐ Minutes Submission ☐ Warrants Submission

Requestor Title

Department Head

Target Section

☒ Consent Agenda ☐ Timed Agenda
☐ Item for Consideration

Department (please use dropdown to select department)*

HEALTH & HUMAN SERVICES

Originator

NMB7429

Item Details

Board Action Requested (this is what will appear on the Agenda)*

Approve Request to Rehire Two Full-Time Social Worker I Positions

Short Title (what will appear on Agenda outline – 250 character max.)*

Approve Request to Rehire Two Full-Time Social Worker I Positions

Value Stream the request primarily aligns with:

Promote Safe and Healthy Communities

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

Social Workers provide support and resources to individuals and families through a variety of programs. Social Workers performs screenings and investigations, provide protective services to families, children and adults who may experiencing maltreatment; offers case management and supports for individuals with developmental disabilities and mental health needs, funding assessments for persons needing chemical dependency treatment or counseling, case management for aged individuals needing support in and out of their homes, licensing foster care and childcare homes, MnCHOICES assessments for new clients and those needing annual reassessments. Social Workers perform supervised visits, case management, as well as co-location in schools and the community. Social Workers also provide parenting skills, therapy and a host of other services to help families keep their children in their home or reunite with their children residing in foster care. Social Workers actively collaborates with law enforcement or emergency services as necessary.

Describe the impact on staffing resources.

Social Services employs 100 Social Worker I staff in the areas of Intake, Outreach, Coordinated Access, Educational Neglect, Child & Family Services Generalist, Parent Support Outreach, Minor Parent, Family Group Decision Making, Rapid Response, Child Protection Assessment, Child Protection Sexually Exploited Youth, Child Protection Ongoing, Child Protection Permanency, Children's Permanency, Children's Kinship, Adoption, Children's Mental Health, Adult Foster Care Licensing, Child Foster Care Licensing, Child Care Licensing, Family-Based Skills, Family-Based Therapy, Social Services Training & Professional Development, Adult Protection, MNCHOICES Assessment, MNCHOICES Reassessment, Adult Mental Health, Adult Outreach, Co-Responder, Revenue & Debt Collector, Adult Services Waiver, Developmental Disabilities Waiver, and Rule 185 Case Manager. The number of FTEs are based upon statutory requirements or guidelines, fiscal responsibility, and providing quality services. A vacancy in social services limits our ability to meet program requirements; the extra weight and stress placed on the remaining staff to not only do additional work, which exceeds statutory requirements and results to unsatisfactory client outcomes, but it also places additional stress on staff once a new person is hired, to train and orient them to their new role. This all leads to burnout, turnover, and reduced staff retention.

Fiscal Impact:

Waiver social workers typically generate more revenue than a starting social worker salary and fringe. Positive net impact.

Background/Justification:

We currently have two vacant waiver positions. These positions have been scoped and are included in our current and future budget forecasts.

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
ADS Org Chart Waiver.pdf	Attachment
Social Worker.pdf	Attachment
2 Waiver Social Workers.pdf	Attachment

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision

Approved

Notes

County Administrator Review

County Administrator Decision

Notes

Social Services

**Aging & Disability Services
Manager (1)**
Total Staff - 71FT



Total Employees – 141
137(Full Time); 4(Part Time)

SS Breakdown

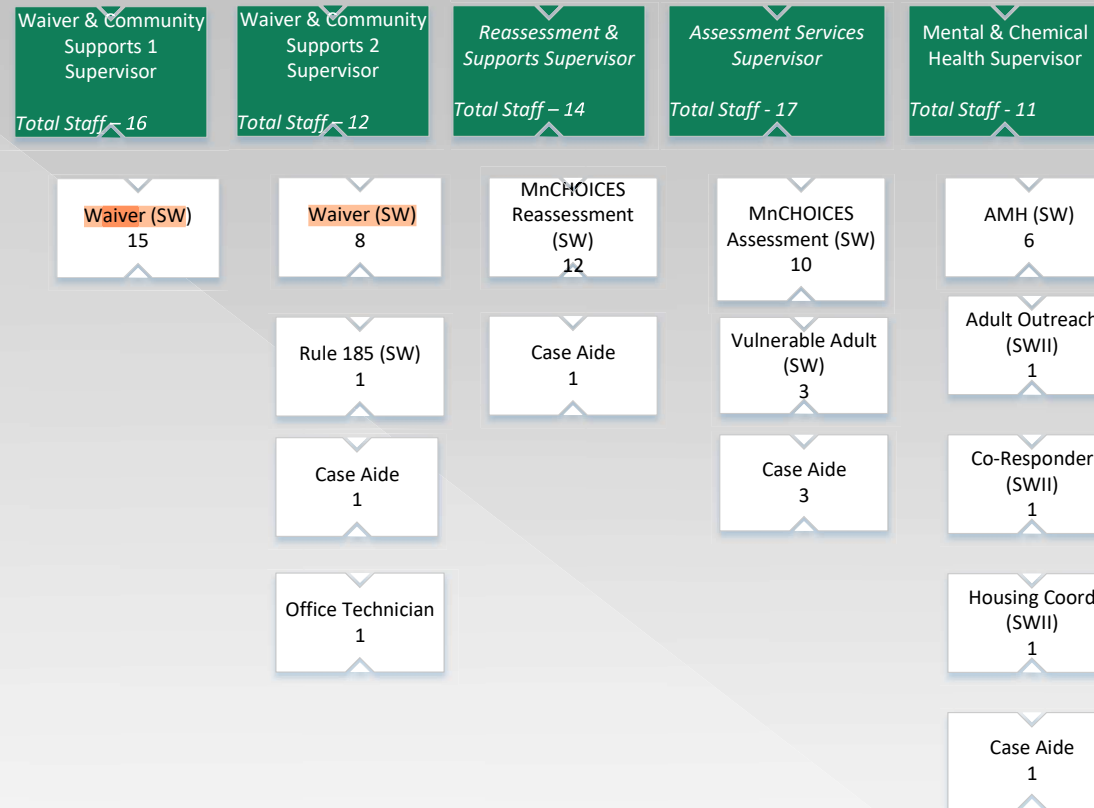
Aging & Disability Services

SW – 55FT
SWII – 3
Case Aide – 6
OT – 1
Supervisor – 5
Manager – 1

Child & Family Services

SW - 45(FT) (4PT)
SWII – 3
SWIII - 3
Case Aide – 6
OT – 2
Supervisor – 5
Manager -1

SW – 100 (Full Time); 4 (Part Time)
SWII -6
SWIII/MHP – 3
Case Aide – 13
Office Technician – 3
Supervisors – 10
Manager - 2



REVISED

1/16/26 (nmb7429)

Social Worker



Department/Division: Health & Human Services/Social Services

FLSA Status: Non-Exempt

Union/Non-Union: Union

General Definition of Work

Performs difficult advanced human support work assessing, planning, providing, and coordinating social services programs through the provision of professional social work and case management services. Work is performed under the limited supervision of the Social Services Supervisor.

This position may be assigned to specialized functions within the Health and Human Services Department.

Qualification Requirements

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

Essential Functions

Performs intake, outreach and assessment with communities, systems, families and individuals and provides social service interventions utilizing evidence-based practices and standards.

Meets with clients to identify needs and services; obtains and reviews diagnostic evaluations for program and service eligibility.

Develops case plans, provides services and performs case management activities; conducts investigations; performs assessments and screenings for health and safety and ongoing services; develops written support and service plans; reviews, monitors and adjusts as necessary; addresses crisis situations, advocates for client services and provides services or refers clients for services and placements with community providers; contacts law enforcement or emergency services as necessary; delegates to support staff as necessary.

Consults with Supervisor and may consult with County Attorney's office regarding legislation, data practices, and ethical dilemmas; provides training to and serves as a resource to others in Department, community, schools or other County Departments regarding program rules and requirements and County practices; updates and maintains program resources;

Oversees, mentors, and participates in orientation activities and training of newly hired social work staff, students and interns;

Reports incidences of maltreatment, death and serious injuries of adults and children; testifies and provides documentation in appeals and legal proceedings.

Maintains knowledge of programs, laws and procedures by attending meetings, training and conferences, and reviewing technical literature.

Performs other duties and activities as assigned.

Knowledge, Skills, and Abilities

Knowledge of social work theory and practice fundamentals; knowledge of human behavior principles and theory; knowledge of, and ability to interpret and apply, laws and regulations related to mental health, chemical dependency, adult and child protection, licensing, child welfare, adoption, and physical and developmental disability programs; knowledge of local, State, and Federal laws, rules, regulations and policies pertaining to assigned area including knowledge of court procedures and practices; knowledge of court procedures and practices; knowledge of computer systems and programs used to administer Human Service programs; knowledge of County government work flows and processes; skill in the use of standard office equipment, including computers and software programs; verbal and written communication skills sufficient to effectively present information and respond to questions from a wide variety of audiences; reading comprehension skills sufficient to read and understand medical reports and

Social Worker

technical and legal documents; interpersonal skills sufficient to exchange and or convey information, receive work direction, and maintain effective working relationships; ability to perform data entry into various databases; ability to deal effectively with demanding/challenging individuals and individuals in crisis; ability to pay attention to detail and effectively organize time and anticipate, plan and successfully respond to changing circumstances; ability to perform all job duties in compliance with safety guidelines and with an ongoing awareness of safety practices; ability to communicate courteously and professionally while maintaining positive working relationships with others when carrying out all job functions.

Education and Experience

Bachelor's degree in social work; or bachelor's degree in a related field and one year of related experience in social work/health and human services.

Physical Requirements

This work requires the occasional exertion of up to 25 pounds of force; work regularly requires sitting, speaking or hearing, using hands to finger, handle or feel and tasting or smelling, frequently requires repetitive motions and occasionally requires standing, walking, stooping, kneeling, crouching or crawling, reaching with hands and arms, pushing or pulling and lifting; work has standard vision requirements; vocal communication is required for expressing or exchanging ideas by means of the spoken word and conveying detailed or important instructions to others accurately, loudly or quickly; hearing is required to perceive information at normal spoken word levels and to receive detailed information through oral communications and/or to make fine distinctions in sound; work requires preparing and analyzing written or computer data, operating machines, operating motor vehicles or equipment and observing general surroundings and activities; work occasionally requires exposure to fumes or airborne particles, exposure to toxic or caustic chemicals, exposure to outdoor weather conditions, exposure to the risk of electrical shock and exposure to bloodborne pathogens and may be required to wear specialized personal protective equipment; work is generally in a moderately noisy location (e.g. business office, light traffic).

Special Requirements

Two years of related work experience in Health and Human Services is preferred.

QDDP Status upon hire may be required.

MnCHOICES Assessor Certification may be required within six months of employment.

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

Last Revised: 3/18/2024



Position Backfill Request

Name of Department:	Health & Human Services
Department Head/Supervisor:	Mike MacMillan/Jill Pooler
Position Title:	Waiver Social Worker
Date of Resignation:	??? & 4/10/26

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

Yes, all three.

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

FTEs: 23

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

Waiver case managers provide on-going support for individuals with disabilities to be able to remain in their homes, rather than high level care facilities. These social workers connect families with services to meet their daily and long-term needs, assist with safety planning, and focus on ways to help the individual attain their personal goals.

4. Direct risk or cost for not backfilling this position?
 - a. Yes ☒ or No ☐, and please explain.

The number of individuals/families qualifying for waiver support services continues to grow each month. To appropriately meet statutory requirements and provide quality services to these individuals we need to increase our staffing ratio at a similar rate. Without adding this position our service provision will suffer, and we may experience a reduction in waiver revenue attainment due to increasingly high caseloads.

5. Are there external funding sources tied to this position used?

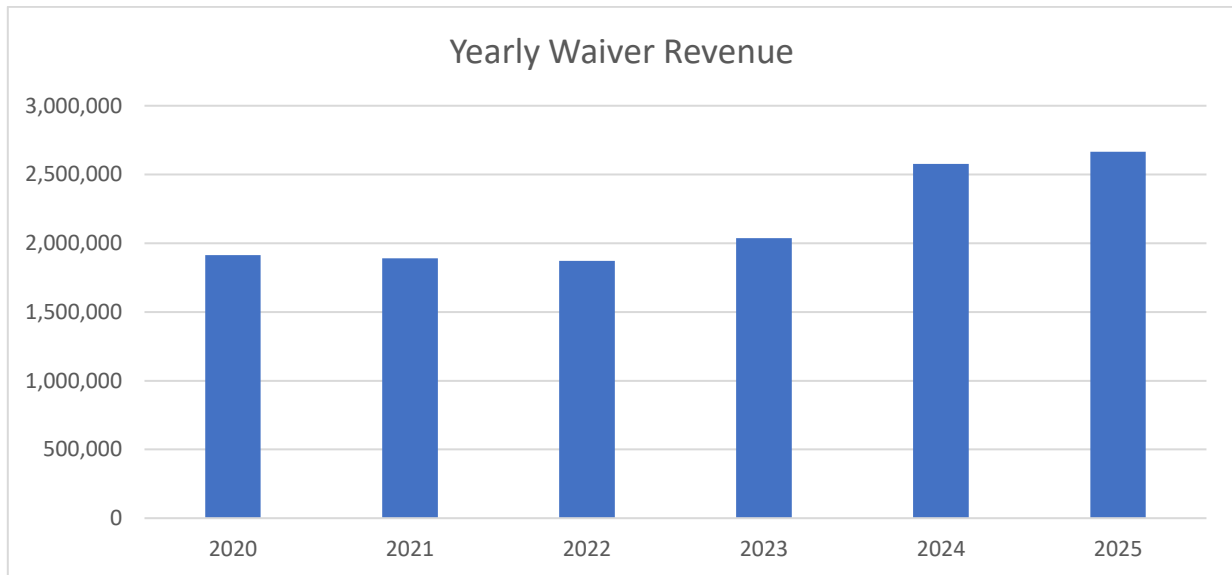
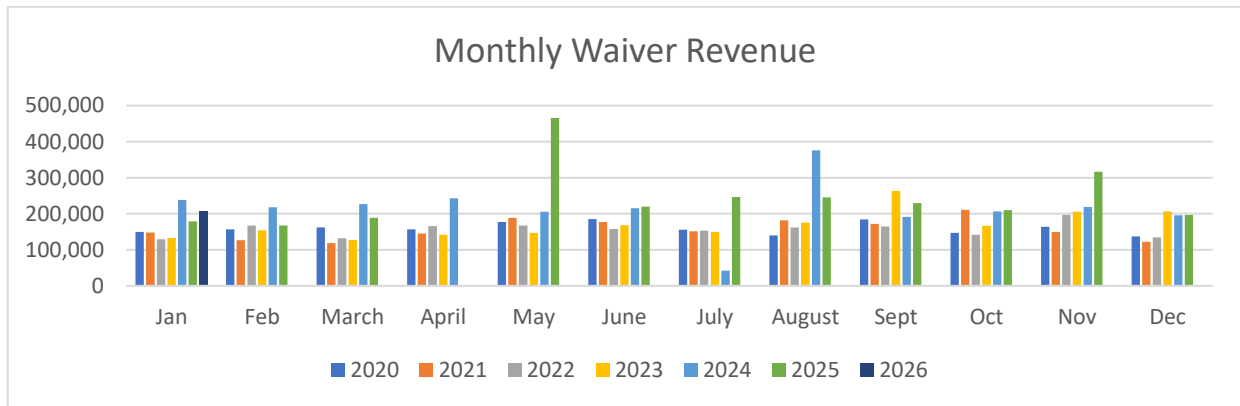
- a. If yes ☒ – explain.

Waiver Social Workers bill for their time providing waiver specific services. Historically, the waiver revenue generated by these positions is more significant than the staffing cost expenses.

6. Key activity or performance indicators that show the need for this position?

- a. Show the statistical data specific to the position.

All waiver social workers are expected to maintain a minimum of 63% billable time each month to ensure predictable revenue impacts.



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

Vacant positions are for Brianna Bright and Sara Semo.

Destination and Workflow

Meeting Type: *

Board Meeting

Target Meeting Date *

5/19/2026 9:00 AM – Board of Wright County
Commissioners

Requestor Name

Mike MacMillan

Agenda Item Type

☒ RFBA ☐ Minutes Submission ☐ Warrants Submission

Requestor Title

Department Head

Target Section

☒ Consent Agenda ☐ Timed Agenda
☐ Item for Consideration

Department (please use dropdown to select department) *

HEALTH & HUMAN SERVICES

Originator

NMB7429

Item Details

Board Action Requested (this is what will appear on the Agenda) *

Approve Seasonal Liquor License For Fall Harvest Orchard in Franklin Township

Short Title (what will appear on Agenda outline – 250 character max.) *

Approve Seasonal Liquor License For Fall Harvest Orchard in Franklin Township

Value Stream the request primarily aligns with:

Shepherd Economic Growth

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

The Licensing and Compliance team with Health & Human Services – Public Health aims to support local businesses that sell liquor.

Describe the impact on staffing resources.

Time spent processing application, issuing license, and completing annual compliance checks.

Fiscal Impact:

Collection of license renewal fee.

Background/Justification:

Seasonal license application was received and processed through appropriate channels (WCSO for background check, Wright County Attorney's Office, Township Board). Once approved by County Board, will go to the Alcohol and Gambling Enforcement Division for final approval. License will be valid 8/29/2026–11/2/2026.

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

[Fall Harvest Orchard.pdf](#)

Attachment Type

Attachment

RFBA Review**Assistant County Administrator Review****Assistant County Administrator Decision**

Approved

Notes**County Administrator Review****County Administrator Decision****Notes**



2026 LIQUOR LICENSURE

HEALTH & HUMAN SERVICES

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

Name of Establishment	City of Operation	District	License Type	Paperwork Completed & Received (Application, WCSO, WC Attorney, Township approval)	Payment Received	Violations in Last 5 Years	HHS/PH Recommend Renewal
Fall Harvest Orchard	Franklin Township	5	Renewal, Seasonal On Sale + Sunday	Yes	Yes	None	Yes

Destination and Workflow

Meeting Type:*

Board Meeting

Target Meeting Date*

5/19/2026 9:00 AM – Board of Wright County
Commissioners

Requestor Name

Mike MacMillan

Agenda Item Type

☒ RFBA ☐ Minutes Submission ☐ Warrants Submission

Requestor Title

Department Head

Target Section

☒ Consent Agenda ☐ Timed Agenda
☐ Item for Consideration

Department (please use dropdown to select department)*

HEALTH & HUMAN SERVICES

Originator

NMB7429

Item Details

Board Action Requested (this is what will appear on the Agenda)*

Accept Opioid Settlement Advisory Council New Members Applications
1. Kris DeClerk–Thompson, District 4

Short Title (what will appear on Agenda outline – 250 character max.)*

Accept Opioid Settlement Advisory Council New Members Applications
1. Kris DeClerk–Thompson, District 4

Value Stream the request primarily aligns with:

Promote Safe and Healthy Communities

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

The OSAC group is dedicated to ensuring the County's share of the National Opioid Settlement dollars are spent to best meet the needs of the community.

Describe the impact on staffing resources.

None

Fiscal Impact:

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

Background/Justification:

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

With the addition of this OSAC member, the Council will have 14 members (7 county affiliated, 7 community members)

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

[OSAC Applicant.pdf](#)

Attachment Type

Attachment

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision

Approved

Notes

County Administrator Review

County Administrator Decision

Notes

OPIOID SETTLEMENT ADVISORY COMMITTEE APPLICATION

(May 19 ,2026 HHS Board)

Applicant Name	Applicant Details
Kris DeClerk-Thompson	Committee: Opioid Settlement Advisory Council (OSAC)
	OSAC Position/Member Representation: Education
	Related organization ▪ ISD #877
	Commissioner District: 4
	Reason for wanting to serve: I am an Asst Principal serving Buffalo High School and Phoenix Learning Center. I continue to advocate and search for ways to support youth and their families.

Destination and Workflow

Meeting Type:*

Board Meeting

Target Meeting Date*

5/19/2026 9:00 AM – Board of Wright County
Commissioners

Requestor Name

Mike MacMillan

Agenda Item Type

☒ RFBA ☐ Minutes Submission ☐ Warrants Submission

Requestor Title

Department Head

Target Section

☒ Consent Agenda ☐ Timed Agenda
☐ Item for Consideration

Department (please use dropdown to select department)*

HEALTH & HUMAN SERVICES

Originator

NMB7429

Item Details

Board Action Requested (this is what will appear on the Agenda)*

Approve New Lower-Potency Hemp Edible Retail Registration for Coborn's Marketplace #2047 in Otsego in Collaboration with the Joints Power of Agreement (JPA)

Short Title (what will appear on Agenda outline – 250 character max.)*

Approve New Lower-Potency Hemp Edible Retail Registration for Coborn's Marketplace #2047 in Otsego in Collaboration with the Joints Power of Agreement (JPA)

Value Stream the request primarily aligns with:

Shepherd Economic Growth

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

The Licensing and Compliance team with Health & Human Services – Public Health aims to regulate and support local businesses that sell Lower-Potency Hemp Edible retail products.

Describe the impact on staffing resources.

Time spent processing application, issuing retail registration, and completing annual compliance checks.

Fiscal Impact:

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

Background/Justification:

Coborn's Marketplace #2047 has applied for a Wright County Lower-Potency Hemp Edible retail registration.

Route for Review and Approval

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

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

Document Name

[Coborn's Liquor Marketplace #2047 Otsego.pdf](#)

Attachment Type

Attachment

RFBA Review**Assistant County Administrator Review****Assistant County Administrator Decision**

Approved

Notes

County Administrator Review**County Administrator Decision**

Notes



WRIGHT COUNTY
MINNESOTA

CANNABIS RETAIL REGISTRATION

HEALTH & HUMAN SERVICES

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

Name of Establishment	Address	City / Township	Commissioner District	JPA – Cannabis Retail Registration Cap (1:12,500) or Lower-Potency Hemp Edible Retailer	Paperwork Completed & Received	Payment Received	Violations in Last 5 Years
Coborn's Liquor #2047	15700 88 th St NE	Otsego	3	Lower-Potency Hemp Edible Retailer	Yes	Yes	Tobacco Failure 7/28/2021
Coborn's Marketplace #2047	15700 88 th St NE	Otsego	3	Lower-Potency Hemp Edible Retailer	Yes	Yes	

Destination and Workflow

Meeting Type:*

Board Meeting

Target Meeting Date*

5/19/2026 9:00 AM – Board of Wright County
Commissioners

Requestor Name

Mike MacMillan

Agenda Item Type

☒ RFBA ☐ Minutes Submission ☐ Warrants Submission

Requestor Title

Department Head

Target Section

☒ Consent Agenda ☐ Timed Agenda
☐ Item for Consideration

Department (please use dropdown to select department)*

HEALTH & HUMAN SERVICES

Originator

NMB7429

Item Details

Board Action Requested (this is what will appear on the Agenda)*

Approve New Lower-Potency Hemp Edible Retail Registration for Coborn's Marketplace #2008 in Clearwater in Collaboration with the Joints Power of Agreement (JPA)

Short Title (what will appear on Agenda outline – 250 character max.)*

Approve New Lower-Potency Hemp Edible Retail Registration for Coborn's Marketplace #2008 in Clearwater in Collaboration with the Joints Power of Agreement (JPA)

Value Stream the request primarily aligns with:

Shepherd Economic Growth

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

The Licensing and Compliance team with Health & Human Services – Public Health aims to regulate and support local businesses that sell Lower-Potency Hemp Edible retail products.

Describe the impact on staffing resources.

Time spent processing application, issuing retail registration, and completing annual compliance checks.

Fiscal Impact:

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

Background/Justification:

Coborn's Marketplace #2008 has applied for a Wright County Lower-Potency Hemp Edible retail registration.

Route for Review and Approval

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

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Document Name

[Coborn's Liquor Marketplace #2008 Clearwater.pdf](#)

Attachment Type

Attachment

RFBA Review**Assistant County Administrator Review****Assistant County Administrator Decision**

Approved

Notes

County Administrator Review**County Administrator Decision**

Notes



WRIGHT COUNTY
MINNESOTA

CANNABIS RETAIL REGISTRATION

HEALTH & HUMAN SERVICES

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

Name of Establishment	Address	City / Township	Commissioner District	JPA – Cannabis Retail Registration Cap (1:12,500) or Lower-Potency Hemp Edible Retailer	Paperwork Completed & Received	Payment Received	Violations in Last 5 Years
Coborn's Liquor #2008	715 County Rd 75 NW	Clearwater	2	Lower-Potency Hemp Edible Retailer	Yes	Yes	
Coborn's Marketplace #2008	715 County Rd 75	Clearwater	2	Lower-Potency Hemp Edible Retailer	Yes	Yes	

Destination and Workflow

Meeting Type:*

Board Meeting

Target Meeting Date*

5/19/2026 9:00 AM – Board of Wright County
Commissioners

Requestor Name

Mike MacMillan

Agenda Item Type

☒ RFBA ☐ Minutes Submission ☐ Warrants Submission

Requestor Title

Department Head

Target Section

☒ Consent Agenda ☐ Timed Agenda
☐ Item for Consideration

Department (please use dropdown to select department)*

HEALTH & HUMAN SERVICES

Originator

NMB7429

Item Details

Board Action Requested (this is what will appear on the Agenda)*

Approve New Lower-Potency Hemp Edible Retail Registration for Coborn's Liquor #2008 in Clearwater in Collaboration with the Joints Power of Agreement (JPA)

Short Title (what will appear on Agenda outline – 250 character max.)*

Approve New Lower-Potency Hemp Edible Retail Registration for Coborn's Liquor #2008 in Clearwater in Collaboration with the Joints Power of Agreement (JPA)

Value Stream the request primarily aligns with:

Promote Safe and Healthy Communities

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

The Licensing and Compliance team with Health & Human Services – Public Health aims to regulate and support local businesses that sell Lower-Potency Hemp Edible retail products.

Describe the impact on staffing resources.

Time spent processing application, issuing retail registration, and completing annual compliance checks.

Fiscal Impact:

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

Background/Justification:

Coborn's Liquor #2008 has applied for a Wright County Lower-Potency Hemp Edible retail registration.

Route for Review and Approval

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

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Document Name

[Coborn's Liquor Marketplace #2008 Clearwater.pdf](#)

Attachment Type

Attachment

RFBA Review**Assistant County Administrator Review****Assistant County Administrator Decision**

Approved

Notes

County Administrator Review**County Administrator Decision**

Notes



WRIGHT COUNTY
MINNESOTA

CANNABIS RETAIL REGISTRATION

HEALTH & HUMAN SERVICES

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

Name of Establishment	Address	City / Township	Commissioner District	JPA – Cannabis Retail Registration Cap (1:12,500) or Lower-Potency Hemp Edible Retailer	Paperwork Completed & Received	Payment Received	Violations in Last 5 Years
Coborn's Liquor #2008	715 County Rd 75 NW	Clearwater	2	Lower-Potency Hemp Edible Retailer	Yes	Yes	
Coborn's Marketplace #2008	715 County Rd 75	Clearwater	2	Lower-Potency Hemp Edible Retailer	Yes	Yes	

Destination and Workflow

Meeting Type:*

Board Meeting

Target Meeting Date*

5/19/2026 9:00 AM – Board of Wright County
Commissioners

Requestor Name

Mike MacMillan

Agenda Item Type

☒ RFBA ☐ Minutes Submission ☐ Warrants Submission

Requestor Title

Department Head

Target Section

☒ Consent Agenda ☐ Timed Agenda
☐ Item for Consideration

Department (please use dropdown to select department)*

HEALTH & HUMAN SERVICES

Originator

NMB7429

Item Details

Board Action Requested (this is what will appear on the Agenda)*

Approve New Lower-Potency Hemp Edible Retail Registration for Coborn's Liquor #2047 in Otsego in Collaboration with the Joints Power of Agreement (JPA)

Short Title (what will appear on Agenda outline – 250 character max.)*

Approve New Lower-Potency Hemp Edible Retail Registration for Coborn's Liquor #2047 in Otsego in Collaboration with the Joints Power of Agreement (JPA)

Value Stream the request primarily aligns with:

Shepherd Economic Growth

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

The Licensing and Compliance team with Health & Human Services – Public Health aims to regulate and support local businesses that sell Lower-Potency Hemp Edible retail products.

Describe the impact on staffing resources.

Time spent processing application, issuing retail registration, and completing annual compliance checks.

Fiscal Impact:

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

Background/Justification:

Coborn's Liquor #2047 has applied for a Wright County Lower-Potency Hemp Edible retail registration.

Route for Review and Approval

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

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

Document Name

[Coborn's Liquor Marketplace #2047 Otsego.pdf](#)

Attachment Type

Attachment

RFBA Review**Assistant County Administrator Review****Assistant County Administrator Decision**

Approved

Notes

County Administrator Review**County Administrator Decision**

Notes



WRIGHT COUNTY
MINNESOTA

CANNABIS RETAIL REGISTRATION

HEALTH & HUMAN SERVICES

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

Name of Establishment	Address	City / Township	Commissioner District	JPA – Cannabis Retail Registration Cap (1:12,500) or Lower-Potency Hemp Edible Retailer	Paperwork Completed & Received	Payment Received	Violations in Last 5 Years
Coborn's Liquor #2047	15700 88 th St NE	Otsego	3	Lower-Potency Hemp Edible Retailer	Yes	Yes	Tobacco Failure 7/28/2021
Coborn's Marketplace #2047	15700 88 th St NE	Otsego	3	Lower-Potency Hemp Edible Retailer	Yes	Yes	



Agenda Item

Destination and Workflow

Meeting Type:*

Board Meeting

Target Meeting Date*

5/19/2026 9:00 AM – Board of Wright County
Commissioners

Requestor Name

Mike MacMillan

Agenda Item Type

☒ RFBA ☐ Minutes Submission ☐ Warrants Submission

Requestor Title

Department Head

Target Section

☒ Consent Agenda ☐ Timed Agenda
☐ Item for Consideration

Department (please use dropdown to select department)*

HEALTH & HUMAN SERVICES

Originator

NMB7429

Item Details

Board Action Requested (this is what will appear on the Agenda)*

Approve New Lower-Potency Hemp Edible retail registration for Cash Wise Liquor #7043 in Saint Michael in Collaboration with the Joints Power of Agreement (JPA)

Short Title (what will appear on Agenda outline – 250 character max.)*

Approve New Lower-Potency Hemp Edible retail registration for Cash Wise Liquor #7043 in Saint Michael in Collaboration with the Joints Power of Agreement (JPA)

Value Stream the request primarily aligns with:

Shepherd Economic Growth

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

The Licensing and Compliance team with Health & Human Services – Public Health aims to regulate and support local businesses that sell Lower-Potency Hemp Edible retail products.

Describe the impact on staffing resources.

Time spent processing application, issuing retail registration, and completing annual compliance checks.

Fiscal Impact:

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

Background/Justification:

Cash Wise #7043 has applied for a Wright County Lower-Potency Hemp Edible retail registration.

Route for Review and Approval

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

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

Document Name

[Cash Wise–St Michael.pdf](#)

Attachment Type

Attachment

RFBA Review**Assistant County Administrator Review****Assistant County Administrator Decision**

Approved

Notes

County Administrator Review**County Administrator Decision**

Notes



WRIGHT COUNTY
MINNESOTA

CANNABIS RETAIL REGISTRATION

HEALTH & HUMAN SERVICES

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

Name of Establishment	Address	City / Township	Commissioner District	JPA – Cannabis Retail Registration Cap (1:12,500) or Lower-Potency Hemp Edible Retailer	Paperwork Completed & Received	Payment Received	Violations in Last 5 Years
Cash Wise Liquor #7043	310 E Central Ave.	Saint Michael	4	Lower-Potency Hemp Edible Retailer	Yes	Yes	Tobacco Failure 8/08/2023



Agenda Item

Destination and Workflow

Meeting Type:* Board Meeting	Target Meeting Date* 5/19/2026 9:00 AM – Board of Wright County Commissioners
Requestor Name Matthew Fomby	Agenda Item Type ☒ RFBA ☐ Minutes Submission ☐ Warrants Submission
Requestor Title IT Director	Target Section ☒ Consent Agenda ☐ Timed Agenda ☐ Item for Consideration
Department (please use dropdown to select department)* INFORMATION TECHNOLOGY	Originator MRT7400

Item Details

Board Action Requested (this is what will appear on the Agenda)* Year 3 of M0365 Enterprise Agreement. License true-up. Additional security licenses in preparation for AI
Short Title (what will appear on Agenda outline – 250 character max.)* Year 3 of M0365 Enterprise Agreement. License true-up. Additional security licenses in preparation for AI

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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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[PVDL140.pdf](#)[PSKP162.pdf](#)**Attachment Type**

Attachment

Attachment

RFBA Review**Assistant County Administrator Review****Assistant County Administrator Decision**

Approved

Notes**County Administrator Review****County Administrator Decision****Notes**



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[Research Hub](#)

QUOTE CONFIRMATION

Pricing and Availability Notice

Due to ongoing supply chain challenges, some hardware manufacturers cannot guarantee product availability or pricing until the product is shipped. While we make every effort to honor quoted pricing, if a hardware manufacturer increases its price to CDW after a quote is issued or order is accepted, we may need to update your quoted price to reflect that change irrespective of any timeframes or validity periods set forth in the quote, including up to the date of shipment. In the event of a price adjustment, we will notify you prior to shipment. Any price adjustment would only occur if the hardware manufacturer increases its pricing to CDW.

FRANK PETITTA,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PVDL140	3/13/2026	G5 STEP UP	3363714	\$18,448.00

IMPORTANT - PLEASE READ

Special Instructions: EA 86191584

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Microsoft O365 G5 GCC Step-Up License O365 G3 Per User	200	4574040	\$92.24	\$18,448.00
Mfg. Part#: T2N-00005-12-SLG				
Electronic distribution - NO MEDIA				
Contract: MARKET				

SUBTOTAL \$18,448.00

SHIPPING \$0.00

SALES TAX \$0.00

GRAND TOTAL **\$18,448.00**

PURCHASER BILLING INFO

DELIVER TO

Billing Address:
WRIGHT COUNTY GOVERNMENT
ACCTS PAYABLE
3650 BRADDOCK AVE NE STE 3300
BUFFALO, MN 55313-3666
Phone: (763) 682-7316
Payment Terms: Net 30 Days-Govt State/Local

Shipping Address:
WRIGHT COUNTY GOVERNMENT
FRANK PETITTA
3650 BRADDOCK AVE NE STE 3300
BUFFALO, MN 55313-3666
Phone: (763) 682-7316
Shipping Method: ELECTRONIC DISTRIBUTION

Please remit payments to:

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515



Sales Contact Info

CDW Account Team - Allie and Geoff | (877) 533-0446 | allieandgeoff@cdw.com

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QUOTE CONFIRMATION

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Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PSKP162	1/7/2026	ANNUAL PAYMENT	3363714	\$670,890.07

IMPORTANT - PLEASE READ

Special Instructions: EA 86191584 and 7157025 Terms 3/1/2026-2/28/2027

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
MS EA DEFENDER O365 P1 GCC P U Mfg. Part#: 3GU-00001-12-SLG Terms 3/1/2026-2/28/2027 Electronic distribution - NO MEDIA Contract: MARKET	980	4400962	\$19.26	\$18,874.80
Microsoft M365 G3 Unified FUSL GCC Subscription License Per User Mfg. Part#: AAD-34704-12-SLG Terms 3/1/2026-2/28/2027 Electronic distribution - NO MEDIA Contract: MARKET	980	5489074	\$406.77	\$398,634.60
Windows G5 Step-up Win G3 GCC - Step-up Subscription License - 1 User Mfg. Part#: AAF-21855-12-SLG Terms 3/1/2026-2/28/2027 Electronic distribution - NO MEDIA Contract: MARKET	980	6025560	\$56.75	\$55,615.00
Microsoft Enterprise Mobility + Security E5 Full - step-up subscription lic Mfg. Part#: MQY-00002-12-SLG Terms 3/1/2026-2/28/2027 Electronic distribution - NO MEDIA Contract: MARKET	980	5378401	\$75.37	\$73,862.60
Microsoft Audio Conferencing Select Dial Out - subscription license - 1 lic Mfg. Part#: NYH-00001-12-SLG Terms 3/1/2026-2/28/2027 Electronic distribution - NO MEDIA Contract: MARKET	980	6976615	\$0.00	\$0.00

[MS EA CIS DC 2 CORE SA](#)

138

4378888

\$175.65

\$24,239.70

QUOTE DETAILS (CONT.)

Mfg. Part#: 9GS-00135-SLG

Terms 3/1/2026-2/28/2027

Electronic distribution - NO MEDIA

Contract: MARKET

Microsoft Voice Apps for Phone System Virtual User - subscription license -

135

6165552

\$0.00

\$0.00

Mfg. Part#: RMU-00004-12-SLG

Terms 3/1/2026-2/28/2027

Electronic distribution - NO MEDIA

Contract: MARKET

Microsoft Entra ID P1 - subscription license - 1 user

75

5430962

\$57.65

\$4,323.75

Mfg. Part#: MQM-00001-12-SLG

Terms 3/1/2026-2/28/2027

Electronic distribution - NO MEDIA

Contract: MARKET

MS EA POWER BI PRO GCC P USER

67

4385631

\$95.91

\$6,425.97

Mfg. Part#: DDJ-00001-12-SLG

Terms 3/1/2026-2/28/2027

Electronic distribution - NO MEDIA

Contract: MARKET

MS EA M365 COPILOT GCC ADDON

30

8216497

\$385.20

\$11,556.00

Mfg. Part#: EP2-24658-12-SLG

Terms 3/1/2026-2/28/2027

Electronic distribution - NO MEDIA

Contract: MARKET

Microsoft Copilot Studio Legacy - subscription license - 1 user

29

6850525

\$0.00

\$0.00

Mfg. Part#: 8S2-00003-12-SLG

Terms 3/1/2026-2/28/2027

Electronic distribution - NO MEDIA

Contract: MARKET

Microsoft SQL Server Standard Core Edition - software assurance - 2 cores

22

2716749

\$681.55

\$14,994.10

Mfg. Part#: 7NQ-00292-SLG

Terms 3/1/2026-2/28/2027

Electronic distribution - NO MEDIA

Contract: MARKET

MS EA CIS STD 2 CORE SA

20

4378882

\$37.62

\$752.40

Mfg. Part#: 9GA-00313-SLG

Terms 3/1/2026-2/28/2027

Electronic distribution - NO MEDIA

Contract: MARKET

MS EA VISIO P2 GCC P USER

18

3576069

\$144.06

\$2,593.08

Mfg. Part#: P3U-00001-12-SLG

Terms 3/1/2026-2/28/2027

Electronic distribution - NO MEDIA

Contract: MARKET

MS EA DEFENDER O365 P1 GCC P U

15

4400962

\$19.26

\$288.90

Mfg. Part#: 3GU-00001-12-SLG

Terms 3/1/2026-2/28/2027

Electronic distribution - NO MEDIA

Contract: MARKET

MS EA DEFENDER O365 P1 GCC P U

15

4400962

\$19.26

\$288.90

QUOTE DETAILS (CONT.)

Mfg. Part#: 3GU-00001-12-SLG

Terms 3/1/2026-2/28/2027

Electronic distribution - NO MEDIA

Contract: MARKET

[MS EA PROJECT P3 GCC P USER](#)

15

4381361

\$288.13

\$4,321.95

Mfg. Part#: 7MS-00001-12-SLG

Terms 3/1/2026-2/28/2027

Electronic distribution - NO MEDIA

Contract: MARKET

[Microsoft M365 G3 Unified FUSL GCC Subscription License Per User](#)

15

5489074

\$406.77

\$6,101.55

Mfg. Part#: AAD-34704-12-SLG

Terms 3/1/2026-2/28/2027

Electronic distribution - NO MEDIA

Contract: MARKET

[Windows G5 Step-up Win G3 GCC - Step-up Subscription License - 1 User](#)

15

6025560

\$56.75

\$851.25

Mfg. Part#: AAF-21855-12-SLG

Terms 3/1/2026-2/28/2027

Electronic distribution - NO MEDIA

Contract: MARKET

[MS EA POWER BI PRO GCC P USER](#)

15

4385631

\$95.91

\$1,438.65

Mfg. Part#: DDJ-00001-12-SLG

Terms 3/1/2026-2/28/2027

Electronic distribution - NO MEDIA

Contract: MARKET

[Microsoft Enterprise Mobility + Security E5 Full - step-up subscription lic](#)

15

5378401

\$75.37

\$1,130.55

Mfg. Part#: MQY-00002-12-SLG

Terms 3/1/2026-2/28/2027

Electronic distribution - NO MEDIA

Contract: MARKET

[Microsoft Cloud App Security - subscription license - 1 user](#)

15

5378417

\$0.00

\$0.00

Mfg. Part#: MRA-00001-12-SLG

Terms 3/1/2026-2/28/2027

Electronic distribution - NO MEDIA

Contract: MARKET

[Microsoft Audio Conferencing Select Dial Out - subscription license - 1 lic](#)

15

6976615

\$0.00

\$0.00

Mfg. Part#: NYH-00001-12-SLG

Terms 3/1/2026-2/28/2027

Electronic distribution - NO MEDIA

Contract: MARKET

[Microsoft M365 G3 Unified FUSL GCC Subscription License Per User](#)

14

5489074

\$406.77

\$5,694.78

Mfg. Part#: AAD-34704-12-SLG

Terms 3/1/2026-2/28/2027

Electronic distribution - NO MEDIA

Contract: MARKET

[MS EA PROJECT P3 GCC P USER](#)

12

4381361

\$288.13

\$3,457.56

Mfg. Part#: 7MS-00001-12-SLG

Terms 3/1/2026-2/28/2027

Electronic distribution - NO MEDIA

Contract: MARKET

QUOTE DETAILS (CONT.)

<u>PhoneSysGCC ShrdSvr ALNG SubsVL MVL PerUsr</u>	12	4543604	\$76.78	\$921.36
Mfg. Part#: LK9-00003-12-SLG				
Terms 3/1/2026-2/28/2027				
Electronic distribution - NO MEDIA				
Contract: MARKET				
<u>MS EA DEFENDER O365 P1 GCC P U</u>	10	4400962	\$19.26	\$192.60
Mfg. Part#: 3GU-00001-12-SLG				
Terms 3/1/2026-2/28/2027				
Electronic distribution - NO MEDIA				
Contract: MARKET				
<u>MS EA DEFENDER O365 P1 GCC P U</u>	10	4400962	\$19.26	\$192.60
Mfg. Part#: 3GU-00001-12-SLG				
Terms 3/1/2026-2/28/2027				
Electronic distribution - NO MEDIA				
Contract: MARKET				
<u>MS EA DEFENDER O365 P1 GCC P U</u>	10	4400962	\$19.26	\$192.60
Mfg. Part#: 3GU-00001-12-SLG				
Terms 3/1/2026-2/28/2027				
Electronic distribution - NO MEDIA				
Contract: MARKET				
<u>Microsoft M365 G3 Unified FUSL GCC Subscription License Per User</u>	10	5489074	\$406.77	\$4,067.70
Mfg. Part#: AAD-34704-12-SLG				
Terms 3/1/2026-2/28/2027				
Electronic distribution - NO MEDIA				
Contract: MARKET				
<u>Microsoft M365 G3 Unified FUSL GCC Subscription License Per User</u>	10	5489074	\$406.77	\$4,067.70
Mfg. Part#: AAD-34704-12-SLG				
Terms 3/1/2026-2/28/2027				
Electronic distribution - NO MEDIA				
Contract: MARKET				
<u>Microsoft M365 G3 Unified FUSL GCC Subscription License Per User</u>	10	5489074	\$406.77	\$4,067.70
Mfg. Part#: AAD-34704-12-SLG				
Terms 3/1/2026-2/28/2027				
Electronic distribution - NO MEDIA				
Contract: MARKET				
<u>Windows G5 Step-up Win G3 GCC - Step-up Subscription License - 1 User</u>	10	6025560	\$56.75	\$567.50
Mfg. Part#: AAF-21855-12-SLG				
Terms 3/1/2026-2/28/2027				
Electronic distribution - NO MEDIA				
Contract: MARKET				
<u>Windows G5 Step-up Win G3 GCC - Step-up Subscription License - 1 User</u>	10	6025560	\$56.75	\$567.50
Mfg. Part#: AAF-21855-12-SLG				
Terms 3/1/2026-2/28/2027				
Electronic distribution - NO MEDIA				
Contract: MARKET				
<u>Windows G5 Step-up Win G3 GCC - Step-up Subscription License - 1 User</u>	10	6025560	\$56.75	\$567.50
Mfg. Part#: AAF-21855-12-SLG				

QUOTE DETAILS (CONT.)

Terms 3/1/2026-2/28/2027
Electronic distribution - NO MEDIA
Contract: MARKET

<u>Microsoft M365 G5 GCC Step-Up License M365 G3 Per User</u>	10	6668133	\$237.28	\$2,372.80
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Mfg. Part#: AAL-45737-12-SLG

Terms 3/1/2026-2/28/2027
Electronic distribution - NO MEDIA
Contract: MARKET

<u>Microsoft Enterprise Mobility + Security E5 Full - step-up subscription lic</u>	10	5378401	\$75.37	\$753.70
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Mfg. Part#: MQY-00002-12-SLG

Terms 3/1/2026-2/28/2027
Electronic distribution - NO MEDIA
Contract: MARKET

<u>Microsoft Enterprise Mobility + Security E5 Full - step-up subscription lic</u>	10	5378401	\$75.37	\$753.70
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Mfg. Part#: MQY-00002-12-SLG

Terms 3/1/2026-2/28/2027
Electronic distribution - NO MEDIA
Contract: MARKET

<u>Microsoft Enterprise Mobility + Security E5 Full - step-up subscription lic</u>	10	5378401	\$75.37	\$753.70
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Mfg. Part#: MQY-00002-12-SLG

Terms 3/1/2026-2/28/2027
Electronic distribution - NO MEDIA
Contract: MARKET

<u>Microsoft Cloud App Security - subscription license - 1 user</u>	10	5378417	\$0.00	\$0.00
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Mfg. Part#: MRA-00001-12-SLG

Terms 3/1/2026-2/28/2027
Electronic distribution - NO MEDIA
Contract: MARKET

<u>Microsoft Audio Conferencing Select Dial Out - subscription license - 1 lic</u>	10	6976615	\$0.00	\$0.00
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Mfg. Part#: NYH-00001-12-SLG

Terms 3/1/2026-2/28/2027
Electronic distribution - NO MEDIA
Contract: MARKET

<u>Microsoft Audio Conferencing Select Dial Out - subscription license - 1 lic</u>	10	6976615	\$0.00	\$0.00
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Mfg. Part#: NYH-00001-12-SLG

Terms 3/1/2026-2/28/2027
Electronic distribution - NO MEDIA
Contract: MARKET

<u>Microsoft Audio Conferencing Select Dial Out - subscription license - 1 lic</u>	10	6976615	\$0.00	\$0.00
--	----	---------	--------	--------

Mfg. Part#: NYH-00001-12-SLG

Terms 3/1/2026-2/28/2027
Electronic distribution - NO MEDIA
Contract: MARKET

<u>MS EA DMSTCCALLINGPGCC P U</u>	7	6534552	\$90.39	\$632.73
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Mfg. Part#: LM9-00029-12-SLG

Terms 3/1/2026-2/28/2027
Electronic distribution - NO MEDIA
Contract: MARKET

QUOTE DETAILS (CONT.)

<u>Microsoft Flow - subscription license - 1 user</u>	7	5796377	\$169.49	\$1,186.43
Mfg. Part#: SFR-00001-12-SLG				
Terms 3/1/2026-2/28/2027				
Electronic distribution - NO MEDIA				
Contract: MARKET				
<u>Teams Premium GCC Subscription Per User</u>	7	7372435	\$128.40	\$898.80
Mfg. Part#: WFK-00004-12-SLG				
Terms 3/1/2026-2/28/2027				
Electronic distribution - NO MEDIA				
Contract: MARKET				
<u>Microsoft Visual Studio Professional with MSDN - software assurance - 1 use</u>	6	2103756	\$324.47	\$1,946.82
Mfg. Part#: 77D-00111-SLG				
Terms 3/1/2026-2/28/2027				
Electronic distribution - NO MEDIA				
Contract: MARKET				
<u>MS EA POWER BI PRO GCC P USER</u>	6	4385631	\$95.91	\$575.46
Mfg. Part#: DDJ-00001-12-SLG				
Terms 3/1/2026-2/28/2027				
Electronic distribution - NO MEDIA				
Contract: MARKET				
<u>MS EA DEFENDER Q365 P1 GCC P U</u>	5	4400962	\$19.26	\$96.30
Mfg. Part#: 3GU-00001-12-SLG				
Terms 3/1/2026-2/28/2027				
Electronic distribution - NO MEDIA				
Contract: MARKET				
<u>Microsoft M365 G3 Unified FUSL GCC Subscription License Per User</u>	5	5489074	\$406.77	\$2,033.85
Mfg. Part#: AAD-34704-12-SLG				
Terms 3/1/2026-2/28/2027				
Electronic distribution - NO MEDIA				
Contract: MARKET				
<u>Microsoft Enterprise Mobility + Security E5 Full - step-up subscription lic</u>	5	5378401	\$75.37	\$376.85
Mfg. Part#: MQY-00002-12-SLG				
Terms 3/1/2026-2/28/2027				
Electronic distribution - NO MEDIA				
Contract: MARKET				
<u>Microsoft Audio Conferencing Select Dial Out - subscription license - 1 lic</u>	5	6976615	\$0.00	\$0.00
Mfg. Part#: NYH-00001-12-SLG				
Terms 3/1/2026-2/28/2027				
Electronic distribution - NO MEDIA				
Contract: MARKET				
<u>MS EA PROJECT P3 GCC P USER</u>	4	4381361	\$288.13	\$1,152.52
Mfg. Part#: 7MS-00001-12-SLG				
Terms 3/1/2026-2/28/2027				
Electronic distribution - NO MEDIA				
Contract: MARKET				
<u>MS EA VISIO P2 GCC P USER</u>	4	3576069	\$144.06	\$576.24
Mfg. Part#: P3U-00001-12-SLG				
Terms 3/1/2026-2/28/2027				
Electronic distribution - NO MEDIA				
Contract: MARKET				

QUOTE DETAILS (CONT.)

<u>Microsoft SharePoint Server - software assurance - 1 server</u>	2	2026956	\$1,253.23	\$2,506.46
Mfg. Part#: H04-00268-SLG Terms 3/1/2026-2/28/2027 Electronic distribution - NO MEDIA Contract: MARKET				
<u>Microsoft Exchange Server - software assurance - 1 server</u>	1	2026945	\$134.56	\$134.56
Mfg. Part#: 312-02257-SLG Terms 3/1/2026-2/28/2027 Electronic distribution - NO MEDIA Contract: MARKET				
<u>Microsoft Copilot Studio Legacy - subscription license - 1 user</u>	1	6850525	\$0.00	\$0.00
Mfg. Part#: 8S2-00003-12-SLG Terms 3/1/2026-2/28/2027 Electronic distribution - NO MEDIA Contract: MARKET				
<u>Microsoft Azure - subscription license (1 month) - 1 license</u>	1	3767639	\$0.00	\$0.00
Mfg. Part#: J5U-00004-12-SLG Terms 3/1/2026-2/28/2027 Electronic distribution - NO MEDIA Contract: MARKET				
<u>MS EA COPILOT STUDIO GCC SUB</u>	1	7936904	\$2,568.00	\$2,568.00
Mfg. Part#: YGD-00001-12-SLG Terms 3/1/2026-2/28/2027 Electronic distribution - NO MEDIA Contract: MARKET				
<u>MS EA VISIO P2 GCC P USER</u>	5	3576069	\$144.06	\$720.30
Mfg. Part#: P3U-00001-12-SLG Terms 3/1/2026-2/28/2027 Electronic distribution - NO MEDIA Contract: MARKET				

SUBTOTAL	\$670,890.07
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SHIPPING	\$0.00
-----------------	--------

SALES TAX	\$0.00
------------------	--------

GRAND TOTAL	\$670,890.07
--------------------	---------------------

PURCHASER BILLING INFO

Billing Address:
 WRIGHT COUNTY GOVERNMENT
 ACCTS PAYABLE
 3650 BRADDOCK AVE NE STE 3300
 BUFFALO, MN 55313-3666
Phone: (763) 682-7316
Payment Terms: Net 30 Days-Govt State/Local

DELIVER TO

Shipping Address:
 WRIGHT COUNTY GOVERNMENT
 FRANK PETITTA
 3650 BRADDOCK AVE NE STE 3300
 BUFFALO, MN 55313-3666
Phone: (763) 682-7316
Shipping Method: ELECTRONIC DISTRIBUTION

Please remit payments to:

CDW Government
 75 Remittance Drive
 Suite 1515
 Chicago, IL 60675-1515



Sales Contact Info

CDW Account Team - Allie and Geoff | (877) 533-0446 | allieandgeoff@cdw.com

LEASE OPTIONS			
FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$670,890.07	\$18,986.19/Month	\$670,890.07	\$21,830.76/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

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Destination and Workflow

Meeting Type: *	Target Meeting Date *
Board Meeting	5/19/2026 9:00 AM – Board of Wright County Commissioners
Requestor Name	Agenda Item Type
Barry Rhineberger	☒ RFBA ☐ Minutes Submission ☐ Warrants Submission
Requestor Title	Target Section
Planning & Zoning Administrator	☒ Consent Agenda ☐ Timed Agenda
Department (please use dropdown to select department) *	☐ Item for Consideration
PLANNING & ZONING	Originator
	STD2320

Item Details

Board Action Requested (this is what will appear on the Agenda)*

Approve the Recommendation of the Planning Commission to Rezone the Following Property: Joe Desmarais – (Marysville Township), All of Parcel 211-000-271100

Short Title (what will appear on Agenda outline – 250 character max.)*

Approve the Recommendation of the Planning Commission to Rezone the Following Property: Joe Desmarais – (Marysville Township), All of Parcel 211-000-271100

Value Stream the request primarily aligns with:

Empower Use of Land, Property, and the Environment

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

The Planning Commission believes the rezoning of the property is aligned with the goals and policies of the US Hwy 12 Corridor Land Use Plan

Describe the impact on staffing resources.

None

Fiscal Impact:

None

Background/Justification:

Rezoning requests require County Board approval. The Planning Commission recommends approval of the above request. Approve the Recommendation of the Planning Commission to Rezone the Following Property: Joseph Desmarais – (Marysville Township), With a 3-2 Vote, the Planning Commission Recommends Approval to Rezone the Property from General Agriculture (AG), with a Residential-Recreational Shorelands District Overlay (S-2) to Suburban Residential (a) (R2a), with a Residential-Recreational Shorelands District Overlay (S-2).

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
0507 desmarais minutes.pdf	Attachment
0416 desmarais minutes.pdf	Attachment
0507 desmarais Staff Report.pdf	Attachment

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision

Approved

Notes

County Administrator Review

County Administrator Decision

Notes

2. **JOSEPH DESMARAIS** – New

LOCATION: xxxx 40TH ST SW – N1/2 OF NE1/4 OF NE1/4 of SECTION 27, TOWNSHIP 119, RANGE 26, WRIGHT COUNTY, MINNESOTA (Marysville Twp.) Tax # 211-000-271100. Property Owners: JOSEPH M DESMARAIS

Petitions to rezone the property from General Agriculture (AG) with a Residential-Recreational Shorelands District Overlay (S-2) to Suburban Residential-a (R-2a) with a Residential-Recreational Shorelands District Overlay (S-2), as regulated in Sections 155.028, 155.048, 155.051 & 155.057, Title XV, Land Usage & Zoning of the Wright County Code of Ordinances.

Present: Joe DesMarais

- A. Deckert noted that the request was continued from the April 16 meeting to allow time for a site inspection, which was completed on April 29. He reminded the Commission that the request is to rezone the property from AG to R-2a in order to subdivide the property and allow for an additional dwelling. The property is currently a Lot of Record, meaning it is allowed one dwelling or would be eligible for a division up to 5 acres, which would leave the remainder restricted. Deckert displayed and reviewed the Land Use Plan (LUP) map, as well as the current zoning map, and noted that he zoomed out farther than what was displayed at the prior meeting to allow the Commission to see a larger picture of the surrounding property classifications. He explained that the majority of the neighboring area is currently zoned AG, except for a few properties to the east and northeast.
- B. No comments were heard from the public.
- C. DesMarais explained that he has owned the property for 46 years and that the land is marginal at best. He stated that he feels this is a nice transition area from the City of Montrose to agricultural land.
- D. Borrell stated he was already leaning in favor of the request, but after the site inspection he was even more convinced the request fits the area and the Plan well. He noted that the City of Montrose and the Township have no objections, and there were no strong objections from neighboring property owners. He stated that he feels the land is marginal and would rather see marginal land developed than see prime agricultural soils taken up by a house through a 1 per 40 split. Borrell reiterated that the request fits with the City of Montrose Plan. He noted his frustration that the Board of Adjustment denied the request previously presented to them, which would have resulted in a single home with restricted land. He stated the request could either be approved now or wait until the Land Use Plan is updated, at which point it likely would not need to come before the Commission because it would be planned for annexation by Montrose. Borrell stated he supports the request because he feels the land is ideally suited for what is being proposed, noting the land is not good farmland, which makes it unique.
- E. Holland agreed with Borrell's statements.
- F. Wilson stated he disagreed with comments made by Commissioner Borrell. He noted that the Land Use Plan states that land designated Agricultural should "remain in agricultural use over the long term." He stated that while the property may someday become part of Montrose, it is not adjacent to the city in a way that supports logical annexation, and he viewed it more as a flag-type annexation, which he does not feel is good annexation practice. Wilson stated the property is currently suitable for a single dwelling and is not a situation where a home cannot be built. He explained that he does not feel approving the request would set a good precedent when the property is surrounded by farmland. He reiterated that he does not believe the request should be approved at this time, though that may change in the future.

- G. Beise questioned when the second property could come into play, as the property is currently suitable for a single dwelling. Deckert explained that if the rezoning is approved, the next step would be for the applicant to return to the Commission with an unplatted two-lot subdivision request, and if approved, the two separate lots could then be sold.
- H. Bravinder questioned several smaller lots north on Clementa and how they were created. Deckert noted he would need to spend additional time researching the exact details, but they were likely either old Lots of Record or created through the 1 per 40 process. Bravinder noted that a similar situation came up in Cokato Township the previous year, where the land was poor farmland and the request was denied. He agreed with Borrell that developing poor farmland may sometimes be a better use of the land; however, even with a 15-year-old Land Use Plan the rules are established. He reiterated comments he previously made during the discussion of the Cokato Township request, stating that the Land Use Plan needs to be reviewed and updated.
- I. Borrell noted that the Commission's responsibility is making a recommendation to the County Board and stated he feels the County Board needs to hear that the Planning Commission is being placed in a difficult position. He stated that discussion by the County Board may help bring attention to updating the Land Use Plan. He added that if rezonings continue to be denied due to the current Plan, nothing will change.
- J. Borrell moved to recommend approval to the County Board of Commissioners to rezone the property from General Agriculture (AG) with a Residential-Recreational Shorelands District Overlay (S-2) to Suburban Residential (a) R2a, with a Residential-Recreational Shorelands District Overlay (S-2) based on the concept plan as noted on the record, because the rezoning is aligned with the goals and policies of the US Hwy 12 Corridor Land Use Plan. Motion seconded by Holland.

DISCUSSION: Wilson stated that if there is a Plan in place that is not being followed, then maybe there is little reason to spend the time and money to draft a new plan if it is treated arbitrarily, which he feels is occurring with the current Plan. Borrell stated he believes a new plan would be followed. Wilson reiterated that he does not feel this is a good way for the city to grow and noted the city still has a long way to go before reaching this property.

Holland explained that she feels the Land Use Plan is 15 years old and that no one could have predicted the growth of Montrose. She stated that when the Plan is updated, she believes this parcel will become part of the Plan because both the City and Township desire that outcome. She noted that while a new Plan should be followed closely, there will be situations over time where changing conditions no longer align with the original Plan.

Bravinder noted there is the ability to go outside of the Plan in rare, unique, or hardship-related cases. He stated that he views this as an infill area because of the development occurring to the east and south.

MOTION PASSED (3–2)

AYE: Holland, Borrell & Bravinder

NAY: Wilson & Beise

3. **JOSEPH DESMARAIS** – New

LOCATION: 4825 PITTMAN AVE SW – part of E1/2 OF SW1/4, Section 28, Township 119, Range 28, Wright County, Minnesota. (Cokato Twp.) Tax #205-000-283100. Property Owner: JOSEPH M DESMARAIS

The above location was incorrectly included in some notifications. As such, the notices were re-sent with the following corrected information:

LOCATION: xxxx 40TH ST SW – N1/2 OF NE1/4 OF NE1/4 of SECTION 27, TOWNSHIP 119, RANGE 26, WRIGHT COUNTY, MINNESOTA (Marysville Twp.) Tax # 211-000-271100. Property Owners: JOSEPH M DESMARAIS

Petitions to rezone the property from General Agriculture (AG) with a Residential-Recreational Shorelands District Overlay (S-2) to Suburban Residential-a (R-2a) with a Residential-Recreational Shorelands District Overlay (S-2), as regulated in Sections 155.028, 155.048, 155.051 & 155.057, Title XV, Land Usage & Zoning of the Wright County Code of Ordinances.

Present: Joe DesMarais

- A. Deckert noted that the request is to rezone roughly 19 acres from General Agriculture (AG) to Suburban Residential-A (R-2a), with a possible two-lot division. The property is guided as Agriculture in the Highway 12 Land Use Plan (LUP) and should remain AG unless it is determined to be rare and unique. He noted that the Township's comments were included in the staff report and that no other comments were received. He went on to display and review the Land Use Map, noting that the only property not designated as Agriculture in the Plan is the resource land to the northwest. He also displayed the zoning map, as well as the City of Montrose LUP, which showed the property in question as being included in an area planned for low-density residential. Lastly, a concept plan was displayed.
- B. DesMarais confirmed that the Commission had received the letter from the Township. He noted that he has been working with staff for the last five months and expressed appreciation for their assistance. He explained that he and his wife purchased the property 46 years ago to supplement their small livestock farm. He noted that the property contains a DNR ditch as well as a private ditch, both of which require setbacks to be maintained. The intent was to use the property in conjunction with their farming operation and later sell it as part of their retirement. DesMarais stated that the property will not be able to be sold as an entire parcel for a (livestock) stable, as the City of Montrose has indicated it will not issue a permit for such use. He stated that he believes the property is unique, given that it has Clementa to the east and County Road 107 along the north side. He described the proposed division as shown on the concept plan, including consideration of access onto County Road 107, which he described as functioning like a freeway. It was noted that his County Commissioner and Township representative were present and had expressed their approval. He stated that his understanding is that township government is the closest representation of the people, and he agrees with that principle.
- C. Public comments.
 - Richard Bodin, who lives north of the parcel, confirmed that the idea is to divide the property east and west, with each lot having one building eligibility. He stated that he would not want to see a large number of houses developed.
 - Nathan Bodin stated that if the standard is one building entitlement per 40 acres, allowing this change could open the floodgates for sprawling development. He noted that Mr. DesMarais has been a good neighbor, but questioned what would prevent similar requests elsewhere, such as splitting an 80-acre parcel into multiple sites. He stated that the area is still far enough from Montrose to avoid such development and expressed concerns about the road.

- Scott Wald, who lives just to the east, stated that he is concerned about increased traffic from additional residents accessing County Road 107. He noted that he and others purchased property in the area as a retirement setting and do not want to see extensive development. While he would not oppose someone building on their property, he expressed concern about increased traffic.
- Kirby Moynagh, District 5 County Commissioner, asked Deckert to display the Montrose LUP map. He stated that the primary issue is that the property is currently agricultural and actively farmed; however, if the City's plan comes to fruition the area is designated for low-density residential development (2–3 acre lots), which would result in more than two homes. Moynagh acknowledged Mr. Bodin's concern that approving the request could open the door to increased density, such as a one-per-10-acre pattern in the area. Moynagh emphasized that this request is not for higher-density residential development, but rather for two homes, which he believes would be compatible with the area and would generate minimal additional traffic accessing County Road 107, compared to a significantly higher number under greater development. He felt that it would be inappropriate to deny the request solely based on the County's current LUP, noting that the County Board has recently begun discussions on updating the Plan, with an estimated timeline of 18–24 months. Given that, Moynagh suggested the property could be designated as transitional within the next one and a half to two years. He expressed concern that denying the request now, particularly based on the current LUP, would require the applicant to reapply and incur additional costs, despite acknowledgment that the Plan is outdated and that growth patterns may support inclusion of this area in the future. Mahlberg responded that while future planning context is informative, the Commission is being asked to act under current policy, not anticipated changes. He didn't feel that the Planning Commission has the same discretion as the County Board, which serves as the policy-making body. Moynagh agreed that Mahlberg may be correct and noted that the Commission is being placed in a position of interpreting potential future conditions. He also clarified that his earlier statement regarding the property's likely inclusion may have been overstated. Mahlberg acknowledged the thorough rationale provided by the Township and the value of understanding potential future development; however, he stated that the Commission must identify a defensible basis under current regulations to approve the request. He emphasized that the Commission's role is to apply existing standards, not speculate on future amendments to the Land Use Plan. Moynagh indicated that he understood this position.
- Dusty Finke, who lives to the northeast of the property and is a relative of the applicant, stated that he understands the need to identify a rare and unique circumstance to justify rezoning. He suggested that the property's designation as agricultural land, despite not being well-suited for agricultural use due to wetlands and the presence of a DNR ditch, could be considered such a circumstance. He explained that the physical characteristics of the property support the argument that it is not ideal for agriculture. He noted that this is not a large parcel being proposed for high-density development, but rather a substandard agricultural property that does not lend itself well to its current designation, which he believes is what makes it unique.
- Joe Hickman, Marysville Township Supervisor, stated that the original request was to split off 10 acres with one building entitlement while restricting the remainder, which was ultimately denied by the Board of Adjustment. He noted that denying that request did not make sense, as the Township already contains many small, restricted parcels. He emphasized the need for a comprehensive LUP update and expressed concern about setting precedent for additional entitlement requests. He clarified that some of his comments reflected personal opinion and reiterated that the Township's formal position was included in its written response.
- Richard Bodin questioned why the City of Montrose would be determining who receives a permit. He expressed support for township-level (grassroots) government and questioned the role of townships if their input is not being considered.

- D. DesMarais stated that his proposal is an effort to be a good steward of the property. He believes that limiting development to two homes is preferable to the potential for more intensive development in the future and views the land as poor agricultural ground due to the presence of waterways.
- E. Borrell responded to Commissioner Mahlberg's comments, stating that if the Commission does not have discretion in cases like this, its role is diminished. He noted that staff is capable of interpreting the Land Use Plan but emphasized the Commission's judgment role. He stated that the property is not in a remote area and is within the City of Montrose's long-range plan. He acknowledged the importance of preserving agriculture but suggested that development pressures are already shifting that dynamic, and the agriculture preservation train has left the station. Wilson responded that if the property is included in the City's plan but not the County's, a determination must be still be made. He emphasized that even marginal agricultural land still serves an agricultural purpose and stated that he does not yet see sufficient justification that the best use is residential development. He added that he feels Wright County should prioritize farmland preservation.
- F. Bravinder moved to continue the item to the May 7th meeting, for a site inspection and to allow the property owner to meet with the Commission and explain why he feels the property is rare and unique. Motion seconded by Holland.

VOTE: CARRIED UNANIMOUSLY

2. **JOSEPH DESMARAIS** – Cont. 4/16

LOCATION: xxxx 40TH ST SW – N1/2 OF NE1/4 OF NE1/4 of SECTION 27, TOWNSHIP 119, RANGE 26, WRIGHT COUNTY, MINNESOTA (Marysville Twp.) Tax # 211-000-271100. Property Owners: JOSEPH M DESMARAIS

Petitions to rezone the property from General Agriculture (AG) with a Residential-Recreational Shorelands District Overlay (S-2) to Suburban Residential-a (R-2a) with a Residential-Recreational Shorelands District Overlay (S-2), as regulated in Sections 155.028, 155.048, 155.051 & 155.057, Title XV, Land Usage & Zoning of the Wright County Code of Ordinances.

(A) The applicant is requesting to rezone the entire property from General Agriculture (AG) with a Residential-Recreational Shoreland District Overlay (S-2) to Suburban Residential-a (R-2a) with the S-2 overlay. The R2-a zoning district requires a minimum lot size of 5 acres, with a minimum of 300 feet of road frontage (lot width) and 300 feet of depth off the road frontage. If the rezoning is approved, the applicant would apply for a two-lot unplatted subdivision, with all lots meeting the minimum requirements. The property is classified as a Lot of Record and has one building entitlement. The US Hwy 12 Corridor (US 12) Land Use Plan designates the property as Agricultural.

(B) No new comments have been submitted since the last meeting.

(C) According to the plan, land designated Agricultural should *“remain in agricultural use over the long term. The purpose is to both preserve productive farmland for the future and to protect agricultural activity from encroachment by other activities. Existing land types may include productive farmland, pasture, farm woodlots, wetlands and other agricultural or open lands. **Appropriate zoning will generally include only the Agricultural District. Rezoning to other districts will be considered only in rare and unique circumstances, or for riparian lots on shorelands especially suited to residential development.**”*

ACTION – A site inspection has been done for the property. Aside from that, based on the information presented and submitted, the Commission will need to decide if rezoning is an appropriate action in this case. It’s important to remember that rezoning would not only allow 2 homes where only one is currently allowed, but it would place 20 acres of R2a-zoned property in the middle of AG-zoned properties.

- If the Commission agrees that the property meets the qualifications for rezoning, a motion could be to **recommend approval to the County Board of Commissioners to rezone the property from General Agriculture (AG) with a Residential-Recreational Shorelands District Overlay (S-2) to Suburban Residential (a) R2a, with a Residential-Recreational Shorelands District Overlay (S-2) based on the concept plan as noted on the record, because the rezoning is aligned with the goals and policies of the US Hwy 12 Corridor Land Use Plan.**
- If a denial is in order, the motion would be to **close the public hearing and direct counsel to prepare findings of denial for the rezoning request based on the record and discussion, and continue the matter to the June 4, 2026, Planning Commission hearing.**

Land Use Map



- Legend**
- Highways**
- Interstate
 - State Highway
 - US Highway
 - Roads
- City/Township Limits**
- c
 - t
 - Parcels
- Landuse**
- Agricultural
 - Aggregate Resource Area
 - Commercial
 - Limited Industrial
 - Public Lands
 - Residential
 - Resource Land
 - Residential Large Lot
 - Rural Residential
 - Transition Area

Zoning Map



Legend

Highways

- Interstate
- State Highway
- US Highway
- Roads

City/Township Limits

- c
- t
- Parcels

Zoning

- (AG) General Agricultural (A/R)
- Agricultural/Residen
- (B-1) Highway Business
- (B-2) General Business
- BAZ
- (I-1) Limited Industrial
- (R-1) Urban/Rural Transition
- (R-2) Suburban Residential (2.5 acres)
- (R-2a) Suburban Residential (a)(5 acres)
- (S-3) Commercial Shoreland
- (W) Wild and Scenic River

Desmarais Concept Plan





ULTIMATE LAND USE PLAN
City Of Montrose, Minnesota



Figure 6
March 2017

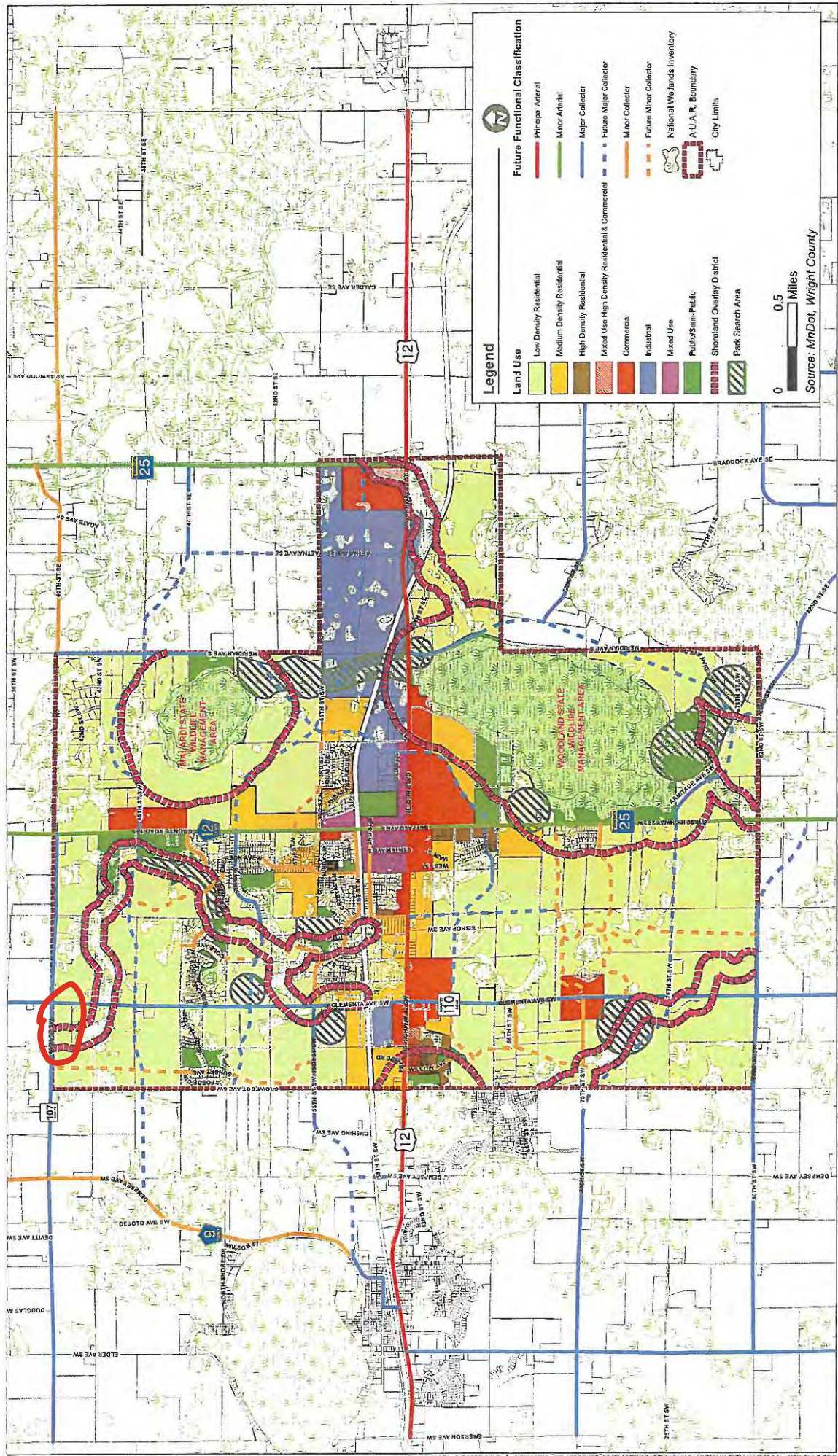
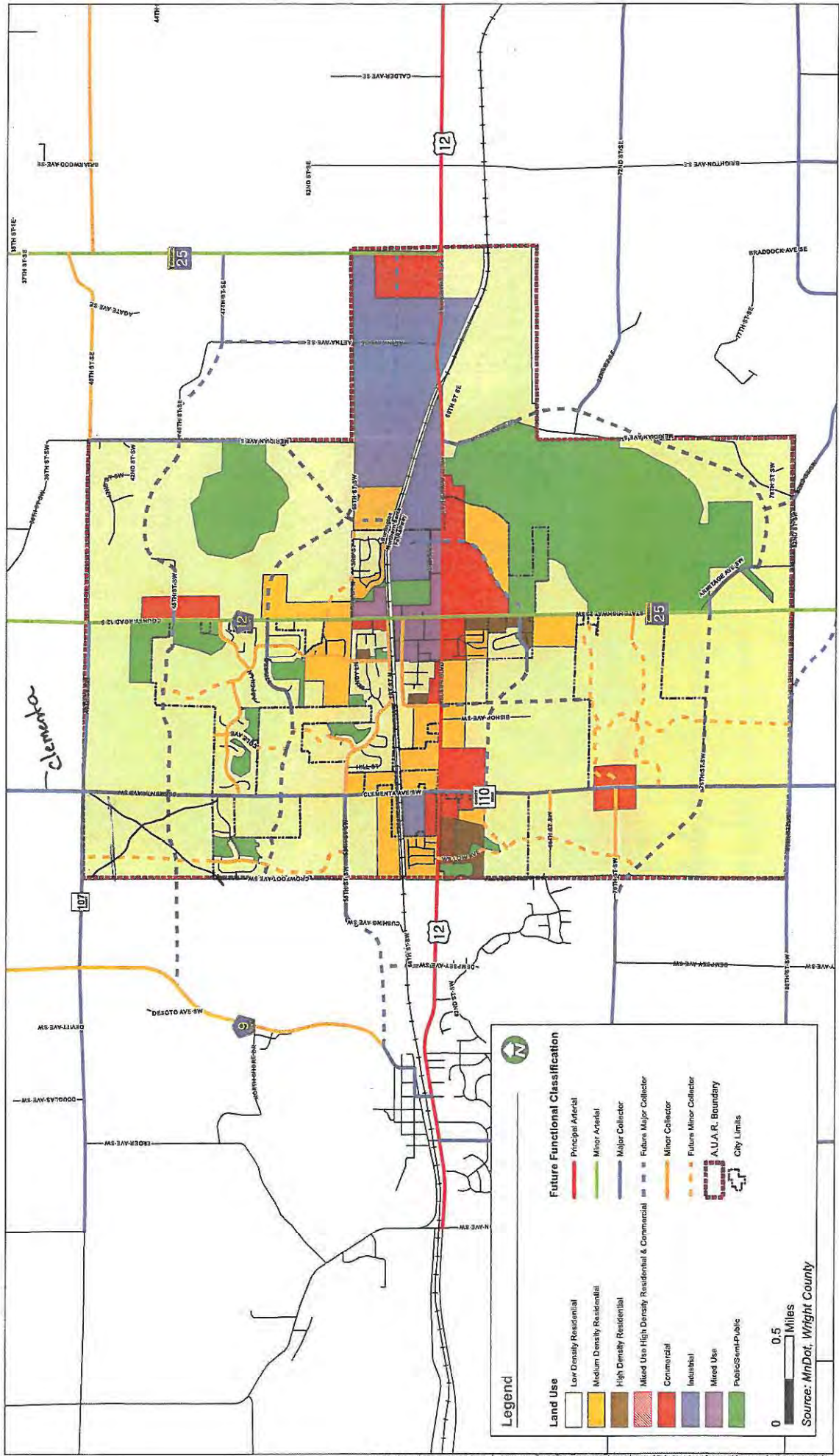


Figure 5
March 2017

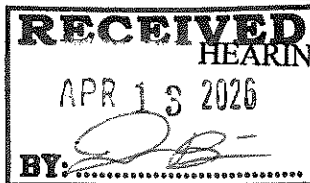
AMTROSSE
City of Montrose, Minnesota



NOTICE OF PUBLIC HEARING - WRIGHT COUNTY PLANNING COMMISSION

TOWNSHIP RESPONSE FORM

TOWNSHIP: Marysville Twp.

HEARING DATE: Thursday, April 16,
at 6:30 p.m.JOSEPH M DESMARAIS

(612) 221-0817

LOCATION: xxxx 40TH ST SW – N1/2 OF NE1/4 OF NE1/4 of SECTION 27, TOWNSHIP 119, RANGE 26, WRIGHT COUNTY, MINNESOTA (Marysville Twp.) Tax # 211-000-271100. Property Owners: JOSEPH M DESMARAIS

Petitions to rezone the property from General Agriculture (AG) with a Residential-Recreational Shorelands District Overlay (S-2) to Suburban Residential-a (R-2a) with a Residential-Recreational Shorelands District Overlay (S-2), as regulated in Sections 155.028, 155.048, 155.051 & 155.057, Title XV, Land Usage & Zoning of the Wright County Code of Ordinances.

STAFF NOTES: The request does not comply with the Land Use Plan's designation as "Agricultural."

*

*

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:

Joe Desmarais was present to discuss a rezone at XXX 40TH ST SW PID 211-000-271100. The petition is to rezone the property from General Agriculture (AG) with a Residential-Recreational Shorelands District Overlay (S-2) to Suburban Residential-a (R-2a) with a Residential-Recreational Shorelands District Overlay (S-2). Joe said his property taxes state 20 acres, however P&Z says he only has 19.50 acres. He was previously denied at the Board of Adjustment and asked Commissioner Kirby Moynagh to be present at tonight's meeting. The City of Montrose is saying he cannot have cattle on this parcel, and this parcel is in Township of Marysville. Kirby agreed the best use for this parcel is what the Township approved prior to splitting this parcel into the 2 parcels. Supervisor Joe Hickman was firm that if we allow this rezone outside of Marysville Land Use plan, we open the flood gate for other landowners. Supervisor Andrew Hirsch is frustrated that this opinion is forced up the Township Board when we already made the best decision for the Township and future planning by allowing the split in the parcel and the Board of Adjustment members are acting like they know what is best for our Township. Our resident is paying a lot of money to Wright County and is getting raked over the coals because of Wright County. Joe Desmarais stated that in 2025 he received 27 bales of hay off the property, that's it. The Township Board had general comments on Marysville taking back our own Planning and Zoning as the County is not listening to the Township Board.

Motion was made by Jill Belland, 2nd by Andrew Hirsch to allow the split in the parcel and submit to the Planning Commission the same approval the Township gave to the Board of adjustment board in January 2026 as that is what is best for Marysville Township and carried 3-0.

The January 2026 approval is as follows:

Joseph Desmarais PID 211-000-271100 – XXX 40th St SW is requesting a variance for an entitlement that exceeds 5 acres in total size out of a lot of record. Discussions over the variance and no issues heard if an entitlement is present. Motion was made by Andrew Hirsch, 2nd by Joe Hickman to approve the variance if the applicant has a building entitlement and request the other parcel have a deed restriction if no other building entitlement exists and carried 3-0.

TOWNSHIP DISAPPROVES OF THE REQUEST BECAUSE: _____

TOWNSHIP COMMENTS OR PROPOSED CONDITIONS: _____

SIGNED: _____

Dianne Walker Clerk - Treasurer

NOTICE OF PUBLIC HEARING - WRIGHT COUNTY BOARD OF ADJUSTMENT

TOWNSHIP RESPONSE FORM

TOWNSHIP: Marysville Twp.

Meeting Date: Friday February 6, 2026
at 8:30 a.m.

JOSEPH M DESMARAIS

(612) 221-0817

LOCATION: xxxxx 40TH ST SW – N1/2 OF NE1/4 OF NE1/4 of SECTION 27, TOWNSHIP 119, RANGE 26, WRIGHT COUNTY, MINNESOTA (Marysville Twp.) Tax # 211-000-271100. Property Owners: JOSEPH M DESMARAIS

REQUEST: Variance as regulated in Section 155.026 & 155.048(G) of Chapter 155, Title XV, Land Usage & Zoning of the Wright County Code of Ordinances to allow for an entitlement division from a lot of record that exceeds the 5.0 acre maximum size.

STAFF NOTES: A variance is required for an entitlement division that exceeds 5.0 acres in total size out of a lot of record.

Information regarding the specific is made available roughly one week prior to the meeting date. Please go to the following link: <https://www.co.wright.mn.us/Calendar.aspx>, locate the appropriate hearing date, click on "More Details", and then the Preliminary Staff Report. Please note that these may be large files and take time to load.

* *

THE TOWN BOARD SHOULD COMPLETE THE FOLLOWING AT A TOWN BOARD MEETING. IF NO WRITTEN RESPONSE IS RECEIVED FROM THE TOWNSHIP BEFORE THE HEARING, THE WRIGHT COUNTY BOARD OF ADJUSTMENT WILL HAVE TO CONTINUE THE HEARING OR ASSUME THAT THE TOWN BOARD PREFERS TO LEAVE THE MATTER UP TO THE COUNTY.

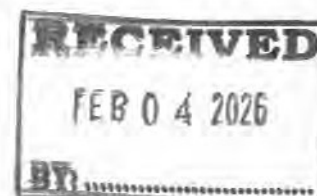
 X TOWNSHIP APPROVES OF THE REQUEST BECAUSE:

Joseph DesMarais PID 211-000-271100 – XXX 40th St SW is requesting a variance for an entitlement that exceeds 5 acres in total size out of a lot of record. Discussions over the variance and no issues heard if an entitlement is present. Motion was made by Andrew Hirsch, 2nd by Joe Hickman to approve the variance if the applicant has a building entitlement and request the other parcel have a deed restriction if no other building entitlement exists and carried 3-0.

 TOWNSHIP DISAPPROVES OF THE REQUEST BECAUSE: _____

TOWNSHIP COMMENTS OR PROPOSED CONDITIONS: _____

SIGNED: MB Necker, Clerk/Treasurer



Joshua C. Butteris

From: Adam Backes
Sent: Wednesday, November 19, 2025 12:09 PM
To: Joshua C. Butteris
Subject: RE: PID 211000271100 - Access
Attachments: Desmarais Two-Lot Concept (002).pdf

Hello Josh,

I was out at this location to check sight distances earlier today. Please see attachment for proposed access locations, etc.

An access permit will be required for each location if placed along County Highway 107.

Placement, culvert size, etc. will be determined once an access permit has been received in our office.

If you have any questions, please let me know.

Thanks, Adam



Adam Backes • Permit Technician

WRIGHT COUNTY, MINNESOTA: HIGHWAY DEPARTMENT

direct: 763-682-7706 • fax: 763-682-7313

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

www.co.wright.mn.us

From: Joshua C. Butteris <Joshua.Butteris@wrightcountymn.gov>
Sent: Tuesday, November 18, 2025 1:09 PM
To: Adam Backes <Adam.Backes@wrightcountymn.gov>
Subject: RE: PID 211000271100 - Access

Hi Adam – It is a little bit unique. It is being proposed split in half—just two lots total. See attachment.

From: Adam Backes <Adam.Backes@wrightcountymn.gov>
Sent: Tuesday, November 18, 2025 12:56 PM
To: Joshua C. Butteris <Joshua.Butteris@wrightcountymn.gov>
Subject: Re: PID 211000271100 - Access

Hey Josh,

How many lots will there be? One where the creek is and the other on the two road?

Let me know.

Thx, Adam

From: Joshua C. Butteris <Joshua.Butteris@wrightcountymn.gov>
Sent: Tuesday, November 18, 2025 11:00 AM
To: Adam Backes <Adam.Backes@wrightcountymn.gov>
Subject: PID 211000271100 - Access

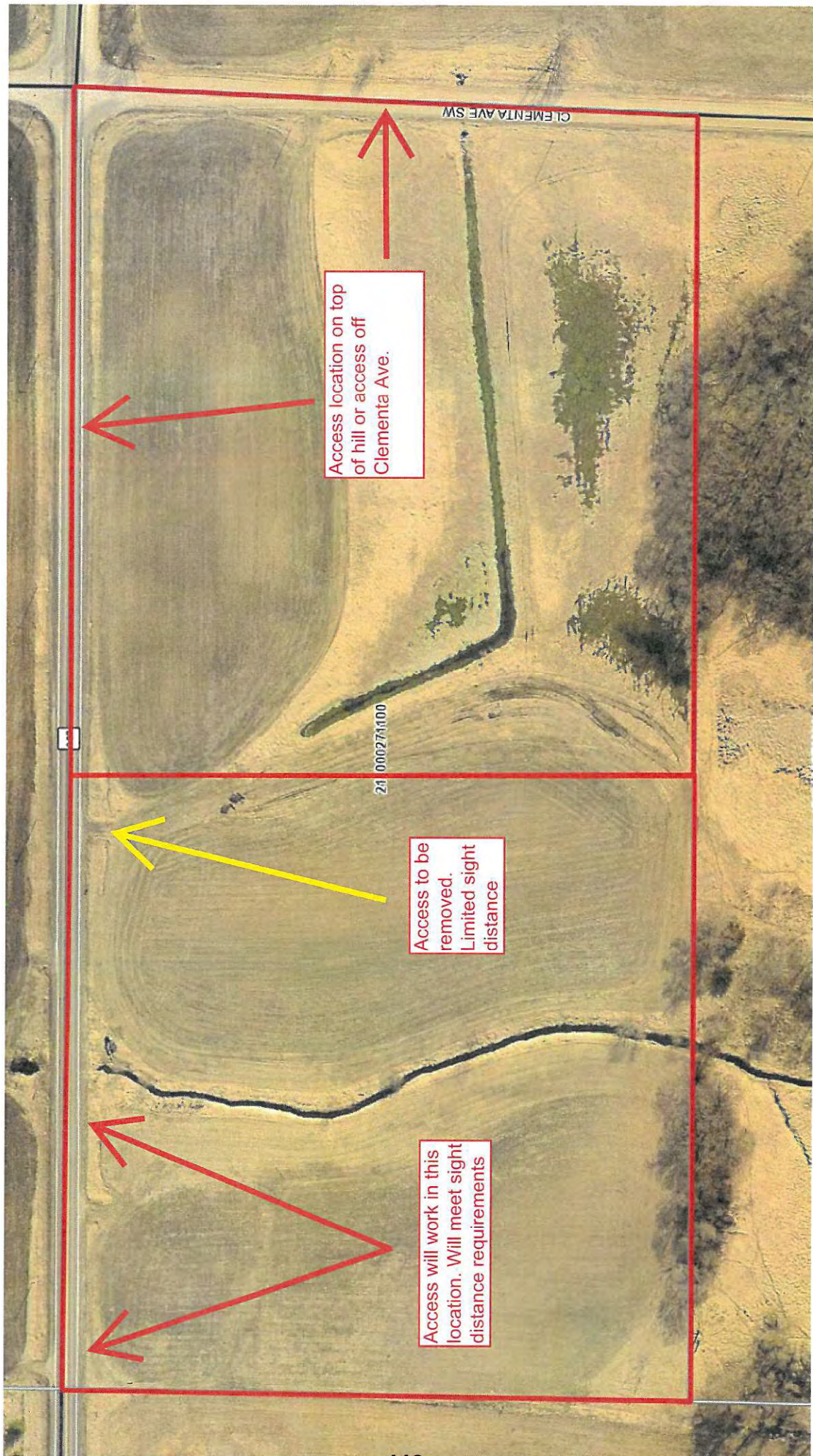
Hi Adam – I have a property owner who is looking to rezone and subdivide his property, PID 211000271100. The property is located along County Road 107. Here is a concept of the subdivision. Are there any red flags in allowing access to County Road 107?

Best Wishes,



Josh Butteris • Planner

WRIGHT COUNTY, MINNESOTA: PLANNING & ZONING
direct: (763) 682-7337 • fax: (763) 682-7872
3650 Braddock Ave NE, Suite 1600, Buffalo, MN 55313
www.co.wright.mn.us



Agenda Item



Destination and Workflow

Meeting Type: *

Board Meeting

Target Meeting Date *
5/19/2026 9:00 AM – Board of Wright County
Commissioners
Requestor Name

Shawna Athman

Agenda Item Type
☒ RFBA
 ☐ Minutes Submission
 ☐ Warrants Submission

Requestor Title

Office Administrator

Target Section
☒ Consent Agenda
 ☐ Timed Agenda
☐ Item for Consideration

Department (please use dropdown to select department) *

SHERIFF

Originator

SHA2050

Item Details

Board Action Requested (this is what will appear on the Agenda) *

Authorize Signatures on the Federal Boat and Water Enforcement Grant & Budget Amendment

Short Title (what will appear on Agenda outline – 250 character max.) *

Authorize Signatures on the Federal Boat and Water Enforcement Grant & Budget Amendment

Value Stream the request primarily aligns with:

Promote Safe and Healthy Communities

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

This grant pays for enforcement on Wright County bodies of water allowing for safer communities.

Describe the impact on staffing resources.

This is an overtime/premium pay grant.

Fiscal Impact:

Neutral

Background/Justification:

This grant was previously placed on hold by the Federal Government but has returned. We are requesting approval of signatures on the grant as well as the corresponding budget amendment in our Federal grants revenue line and overtime expense line of \$8,500 each.

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[Fed B&W 2026.pdf](#)**Attachment Type**

Attachment

RFBA Review**Assistant County Administrator Review****Assistant County Administrator Decision****Notes****County Administrator Review****County Administrator Decision**

Approved

Notes



Matt Treichler
Chief Deputy
Ryan Ferguson
Captain - Operations
Jeremy Wirkkula
Captain - Patrol

Wright County Sheriff's Office

Sheriff Sean Deringer

3800 Braddock Ave NE
Buffalo, MN 55313

(763) 682-7622
sheriff@co.wright.mn.us



Eric Kunkel
Captain - Investigations
Shawna Athman
Office Administrator
Pat O'Malley
Jail Captain

May 6, 2026

WORK PLAN 2026 SUPPLEMENTAL FEDERAL GRANT

The Wright County Sheriff's Office Recreational Enforcement Division will be working extra patrol duties during day and evening hours on weekends on all of our heavily used recreational lakes, with an emphasis of patrol enforcement on the lakes that we receive citizen complaints on. The bodies of water that would mainly be receiving, but not limited to, the additional hours of patrol are the following: Clearwater, Pleasant, Sugar, Cedar, Sylvia, Maple, Buffalo, Pulaski, Birch, Beebe, Charlotte, John, Waverly, Howard, and the Mississippi River.

We have around 200-300 boats on Clearwater Lake two-to-three times a summer for music on the lake. This draws boaters from several counties. We will be patrolling these events along with the MN DNR and the Stearns County Sheriff.

Our work schedules will vary according to the lake usage and to the weather conditions. We currently have 1.5 full time deputies assigned to Recreational Services Division along with eight deputies trained to assist in filling the weekend and evening shifts during the summer months. For each shift we would use one deputy, or on occasion we will have two.

Our Primary goal is to check every boat on a lake for registration and safety equipment along with monitoring the operator of the water vehicle for any signs of intoxication. Additionally, we would be monitoring the age limitations and the safe operation of the vehicle being driven. Due to our limited staff and resources, it has been difficult to provide additional patrol during the evening and night time hours. This grant will enable us to patrol the lakes during these times without having to worry about the additional overtime pay.



Wright County Sheriff's Office



Our time structure for the grant is based on an average for the 15-week period you have indicated in the contract that you provided. This additional patrol will be done with the use of several power boats along with the use of personal water craft. The following chart will show how the \$8,500.00 grant will be utilized:

NUMBER OF WEEKS UNDER FEDERAL GRANT:	15 WEEKS
• AMOUNT OF GRANT:	\$8,500.00
• ESTIMATED HOURLY OVERTIME RATE: 1st GRADE DEPUTY:	\$79.00
• ESTIMATED ADDITIONAL PATROL HOURS - OVERTIME RATE:	108 +-
• ESTIMATED ADDITIONAL 5 HOUR SHIFTS TO BE WORKED	22 +-
• ESTIMATED EXTRA PATROL HOURS- PER WEEK:	5-10 HOURS

Respectfully Submitted

Sgt Drew Scherber #344
Wright County Sheriff's Office.



Conflict of Interest Disclosure Form for Grantees

Conflict of Interest

A conflict of interest occurs when a person has actual or apparent duty or loyalty to more than one organization and the competing duties or loyalties may result in actions which are adverse to one or both parties. A conflict of interest exists even if no unethical, improper or illegal act results from it. There are several types of conflicts of interest.

Actual Conflict of Interest

An actual conflict of interest occurs when a person's decision or action would compromise a duty to a party without taking immediate appropriate action to eliminate the conflict.

Potential Conflict of Interest

A potential conflict of interest may exist if a person has a relationship, affiliation, or other interest that could create an inappropriate influence if the person is called on to make a decision or recommendation that would affect one or more of those relationships, affiliations, or interests.

Individual Conflict of Interest

A conflict of interest that may benefit an individual employee *or a grant reviewer* is any situation in which *their* judgment, actions or non-action could be interpreted to be influenced by something that would benefit them directly or through indirect gain to *an immediate family member*, business, or organization with which they are involved.

Organizational Conflict of Interest

A conflict of interest can also occur with an organization that is a grant applicant in a competitive grant process or grantee of a state agency.

Organizational conflicts of interest occur when:

- A grantee's objectivity in carrying out the grant is impaired or compromised due to competing duties or loyalties
- A grantee, potential grantee or grant applicant has an unfair competitive advantage through being furnished unauthorized proprietary information or source selection information that is not available to all competitors.

This section to be completed by Grantee's Authorized Representative

I certify that we will maintain an adequate Conflict of Interest Policy, and throughout the term of our agreement will report any actual or potential conflicts of interests by individual employees or our organization as a whole to the State's Authorized Representative.

Organization Name: Wright County Sheriff's Office

Project Name: 2026 MN DNR FEDERAL BOATING SAFETY SUPPLEMENTAL PATROL GRANT

Legal Citation: Under Minnesota Statute §84.026, §86B.101 and Department of Homeland Security – through the Recreational Boating Safety Financial Assistance program to states, commonwealth and territories (FAIN 3319FAS190127), (CFDA number 97.012) in U.S.C. 13101-13110 the State is empowered to enter into this grant contract agreement.

Authorized Representative Printed Name: Sean Deringer

Authorized Representative Signature/Date:  05-06-24



DEPARTMENT OF NATURAL RESOURCES

2026 STATE OF MINNESOTA FEDERAL BOATING PATROL SUPPLEMENTAL GRANT CONTRACT AGREEMENT ENCUMBRANCE WORKSHEET

Contract #: 289325

PO #: 3000298071

State Accounting Information

Dept. ID R29	PC Bus. Unit R2901	Fiscal Year 2026	Source Type REIMB	Vendor Number 0000197323-001
Total Amount \$8500	Project ID R29G70CGBLA25	Billing Location R297000221	UEI VYRJU68KJUB5	

Accounting Distribution

Fund	Fin. Dept. ID	Approp. ID	Category	Account	Activity
3000	R2937715	R297227	84101501	441302	A7CG002

Grant Begin Date May 22, 2026	Grant End Date September 7, 2026
----------------------------------	-------------------------------------

Grantee Name and Address:

Wright County Sheriff's Office
3800 Braddock Ave. NE
Buffalo, MN 55313

Payment Address: (where DNR sends the check)

Wright Co. Finance
3650 Braddock Avenue NE
Buffalo, MN 55313-1195

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V-1 FEDERAL GRANT CONTRACT AGREEMENT TEMPLATE FOR COMPETITIVE GRANTS TO NONGOVERNMENTAL ORGANIZATIONS - OGM V2
2026 MN DNR Federal Boating Equipment Grant
REV. 7.01.2025

Page 1



STATE OF MINNESOTA

GRANT CONTRACT AGREEMENT
FEDERAL SUB-AWARD AGREEMENT
Swift Contract Number: 289325

This Grant Contract Agreement is between the State of Minnesota, acting through its Department of Natural Resources, Enforcement Division ("State") and Wright County Sheriff's Office, 3800 Braddock Ave. NE, Buffalo, MN 55313 (VYRJU68KJUB5) ("Grantee"). The payment address for this grant agreement is Wright Co. Finance, 3650 Braddock Avenue NE, Buffalo, MN 55313-1195.

Recitals

1. Under Department of Homeland Security – through the Recreational Boating Safety Financial Assistance program to states, commonwealth and territories (FAIN 70Z02326MO0006968), (CFDA number 97.012) in U.S.C. 13101-13110 the State received a federal award of \$8500 on March 3, 2026 for the Federal Boating Safety Supplemental Patrol Grant. This project is not a research and development award.
2. Under Federal Boating Safety Supplemental Patrol Grant and Minnesota Statute § 84.026 the State subawards \$8500 to the Grantee UEI for the purpose of conducting the program entitled Federal Patrol Grant ("Project") for the purpose of Boat and Water Safety.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this Grant Contract Agreement to the satisfaction of the State.

Grant Contract Agreement

1. Term of Grant Contract Agreement

1.1. Effective Date. May 22, 2026, or the date the State obtains all required signatures, whichever is later. This is the Performance and Budget Period start date.

Per Minnesota Statutes § 16B.98, Subd. 5, the Grantee must not begin work until this Grant Contract Agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence.

Per Minnesota Statutes § 16B.98 Subd. 7, no payments will be made to the Grantee until this Grant Contract Agreement is fully executed.

1.2. Expiration Date.

1.3. September 7, 2026, or, in the event this Grant Contract Agreement is continued by way of amendment or new agreement, the date the amendment or new agreement is fully executed, whichever is later. In the event an amendment or new agreement is not fully executed within 60 calendar days of the stated

DNR

V 1 – FEDERAL GRANT CONTRACT AGREEMENT TEMPLATE FOR COMPETITIVE GRANTS TO NONGOVERNMENTAL ORGANIZATIONS – OGM V2

REV. 7.01.2025

expiration date, this grant agreement will expire on September 7, 2026.

- 1.1. Survival of Terms.** The following clauses survive the expiration or cancellation of this Grant Contract Agreement: Liability; State Audits; Government Data Practices and Intellectual Property; Publicity and Endorsement; Governing Law, Jurisdiction, and Venue; Data Disclosure; and Monitoring.

2. Specifications, Duties, and Scope of Work

- 2.1.** The Grantee shall be responsible for the administration, supervision, management, record keeping, and program oversight required for the work performed under this agreement.
- 2.2.** The Grantee will comply with the required grants management policies and procedures set forth through Minn. Stat. §16B.97, subd 4 (a)(1).
- 2.3.** The Grantee agrees to complete the program in accordance with the approved budget to the extent practicable and within the program period specified in the grant contract agreement. Any material change in the grant contract agreement shall require an amendment by the State (see Section 9.2).
- 2.4.** The Grantee agrees to meet all grant program requirements, as described in the Exhibit A, Specifications, Duties, and Scope of Work.
- 2.5.** The Grantee is responsible for maintaining an adequate conflict of interest policy throughout the term of this agreement. The Grantee shall monitor and report any actual, potential or perceived conflicts of interest to the State's Authorized Representative. The Grantee must sign and return Exhibit C, Conflict of Interest Disclosure, when countersigning this Agreement.
- 2.6.** The Grantee will comply with Exhibit D, Requirements for DNR Grantees.
- 2.7.** The Grantee will comply with 2 CFR Part 200 Uniform Administrative Requirements, as applicable.

3. Time

The Grantee must comply with all the time requirements described in this Grant Contract Agreement. In the performance of this Grant Contract Agreement, time is of the essence and failure to meet a deadline date may be a basis for a determination by the State's Authorized Representative that the Grantee has not complied with the terms of the Grant Contract Agreement. The Grantee is required to perform all the duties cited within clause two "Specifications, Duties, and Scope of Work" within the grant period. The State is not obligated to extend the grant period.

4. Consideration and Terms of Payment

The consideration for all services performed by the Grantee pursuant to this Grant Contract Agreement shall be paid by the State as follows:

- 4.1. Compensation.** The total obligation of the State under this Grant Contract Agreement, including all compensation and reimbursements, is not to exceed eight thousand five hundred dollars, which shall be paid in accordance with the terms outlined in Exhibit B: Non- Construction Programs.
- 4.2. Total Federal Funds.** The total amount of federal funds obligated to the Grantee by the State is eight thousand five hundred dollars, including the current financial obligation.

DNR

V 1 – FEDERAL GRANT CONTRACT AGREEMENT TEMPLATE FOR COMPETITIVE GRANTS TO NONGOVERNMENTAL ORGANIZATIONS – OGM V2

REV. 7.01.2025

4.1. Matching Requirements. Not applicable.

4.2. Indirect Cost Rate. The Grantee does not have a federally negotiated indirect cost rate and has chosen not to use the de minimis rate. No indirect costs will be paid.

4.3. Administrative Costs. Not applicable.

4.4. Travel Expenses. Not applicable.

4.5. Invoices. Payments shall be made by the State after the Grantee's presentation of invoices for services satisfactorily performed, and which the Grantee has paid, and the written acceptance of such services by the State's Authorized Representative. Invoices shall be submitted timely, with additional details as requested by the State within the dates previously noted in "Term of Grant Contract Agreement" in this grant contract agreement. Invoice procedures are specified in Exhibit A which is attached and incorporated into this grant contract agreement.

A. In accordance with Minnesota Management and Budget Statewide Operating Policy 0801-01, payment shall be made within 30 days following the State's Authorized Representative approval of an invoice. Payments will not be made if reports or other deliverables are outstanding

4.6. Federal Funds.

A. Payments will be subawarded to the Grantee from US Coast Guard, Department of Homeland Security through the Recreational Boating Safety Financial Assistance, Assistance Listing Number 97.012 and Federal Award Identification Number 70Z02326MO0006968.

B. If applicable, the prime award is attached to this Grant Contract Agreement as Exhibit C: Other Provisions. The Grantee is responsible for its compliance with all applicable federal requirements detailed within Exhibit C: Other Provisions. The Grantee accepts full financial responsibility for any reimbursement imposed by the Grantee's noncompliance.

4.7. Unexpended Funds. The Grantee must promptly return to the State any unexpended funds that have not been accounted for in a financial report to the State.

5. Conditions of Payment

All services provided by the Grantee under this Grant Contract Agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

5.1. The Grantee and any subrecipients must not contract with vendors who are suspended or debarred by the State of Minnesota or the federal government: Suspended and Debarred Vendors, Minnesota Office of State Procurement.

DNR

V 1 – FEDERAL GRANT CONTRACT AGREEMENT TEMPLATE FOR COMPETITIVE GRANTS TO NONGOVERNMENTAL ORGANIZATIONS – OGM V2

REV. 7.01.2025

1. Authorized Representatives

- 1.1. The State's Authorized Representative is Adam Block, Boating Law Administrator, Enforcement Division, Minnesota Department of Natural Resources (DNR), 500 Lafayette Road, St. Paul, MN 55155-4047, adam.block@state.mn.us, or their successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this Grant Contract Agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.
- 1.2. The Grantee's Authorized Representative is Sheriff Sean A. Deringer, Wright County Sheriff's Office, 3800 Braddock Ave. NE, Buffalo, MN 55313, or their successor. If the Grantee's Authorized Representative changes at any time during this Grant Contract Agreement, the Grantee must immediately notify the state.
- 1.3. The Grantee must clearly post on the Grantee's website the names of, and contact information for, the Grantee's leadership and the employee or other person who directly manages and oversees this Grant Contract Agreement on behalf of the Grantee.

2. Contracting and Bidding Requirements

- 2.1. The Grantee is required to comply with Minnesota Statutes § 471.345, Uniform Municipal Contracting Law.
- 2.2. The Grantee and any subrecipients must comply with prevailing wage rules per Minnesota Statutes §§ 177.41 through 177.50, as applicable.
- 2.3. The Grantee and any subrecipients must not contract with vendors who are suspended or debarred by the State of Minnesota or the federal government: Suspended and Debarred Vendors, Minnesota Office of State Procurement.
- 2.4. The Grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

3. Assignment, Amendments, Waiver, and Contract Complete

- 3.1. **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this Grant Contract Agreement without the prior consent of the State and a fully executed agreement, executed and approved by the authorized parties or their successors.
- 3.2. **Amendments.** Any amendment to this Grant Contract 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 Grant Contract Agreement or their successors.
- 3.3. **Waiver.** If the State fails to enforce any provision of this Grant Contract Agreement, that failure does not waive the provision or its right to enforce it.
- 3.4. **Contract Complete.** This Grant Contract Agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this Grant Contract Agreement, whether written or oral, may be used to bind either party.

DNR

V 1 – FEDERAL GRANT CONTRACT AGREEMENT TEMPLATE FOR COMPETITIVE GRANTS TO NONGOVERNMENTAL ORGANIZATIONS – OGM V2

REV. 7.01.2025

1. Subcontracting and Subcontract Payment

- 1.1. A subrecipient is a person or entity that has been awarded a portion of the work authorized by this Grant Contract Agreement by Grantee. The Grantee must document any subaward through a formal legal agreement. The Grantee must provide timely notice to the State of any subrecipient(s) prior to the subrecipient(s) performing work under this Grant Contract Agreement.
- 1.2. The Grantee must monitor the activities of the subrecipient(s) to ensure the subaward is used for authorized purposes; is in compliance with the terms and conditions of the subaward, Minnesota Statutes § 16B.97, Subd. 4 1.2.1. (1) and other relevant statutes and regulations; and that subaward performance goals are achieved.
- 1.3. During this Grant Contract Agreement, if a subrecipient is determined to be performing unsatisfactorily by the State's Authorized Representative, the Grantee will receive written notification that the subrecipient can no longer be used for this Grant Contract Agreement.
- 1.4. No subagreement shall serve to terminate or in any way affect the primary legal responsibility of the Grantee for timely and satisfactory performances of the obligations contemplated by the Grant Contract Agreement.
- 1.5. The Grantee must pay any subrecipient in accordance with Minnesota Statutes § 16A.1245.
- 1.6. The Grantee and any subrecipients must not contract with vendors who are suspended or debarred by the State of Minnesota or the federal government.

2. Liability

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from performance of this Grant Contract Agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this Grant Contract Agreement.

3. State Audits and Single Audits

- 3.1. Under Minnesota Statutes § 16B.98, Subd. 8, the Grantee's books, records, documents, and accounting procedures and practices relevant to this Grant Contract Agreement are subject to examination by the Commissioner of Administration, the State granting agency, the State Auditor, the Attorney General, and the Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this Grant Contract 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.
- 3.2. All state and local governments, colleges and universities, and non-profit organizations that expend \$1,000,000 or more of federal awards in a fiscal year must have a single audit according to the OMB Uniform Guidance: Cost Principles, Audit, and Administrative Awards Requirements for Federal Awards. This is \$1,000,000 total federal awards received from all sources. If an audit is completed, forward a copy of the report to both the State's Authorized Representative and the State Auditor.

DNR

V 1 – FEDERAL GRANT CONTRACT AGREEMENT TEMPLATE FOR COMPETITIVE GRANTS TO NONGOVERNMENTAL ORGANIZATIONS – OGM V2

REV. 7.01.2025

1. Government Data Practices and Intellectual Property Rights

1.1. Government Data Practices. The Grantee 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 grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of Minnesota Statutes § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State.

If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

1.2. Intellectual Property Rights. No intellectual property will be created under this grant award. If the Grantee or the State determines the services the Grantee is performing under the grant award have intellectual property implications, the parties will amend this section.

2. Workers Compensation

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

3. Governing Law, Jurisdiction, Venue

Venue for all legal proceedings out of this Grant Contract Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

4. Termination

4.1. Termination by the State.

A. Without Cause.

The State may terminate this Grant Contract Agreement without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

B. With Cause.

The State may immediately terminate this Grant Contract Agreement if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

DNR

V 1 – FEDERAL GRANT CONTRACT AGREEMENT TEMPLATE FOR COMPETITIVE GRANTS TO NONGOVERNMENTAL ORGANIZATIONS – OGM V2
REV. 7.01.2025

4.1. Termination by the Commissioner of Administration.

The Commissioner of Administration may immediately and unilaterally terminate this Grant Contract Agreement if further performance under the agreement would not serve agency purposes or performance under the Grant Contract Agreement is not in the best interest of the State.

4.2. Termination for Insufficient Funding. The State may immediately terminate this Grant Contract Agreement if it does not obtain funding from the Minnesota Legislature, U.S. Coast Guard, Department of Homeland Security – through the Recreational Boating Safety Financial Assistance program to states, commonwealth and territories (FAIN 3319FAS190127), (CFDA number 97.012) in U.S.C. 13101-13110; or if funding cannot be continued at a level sufficient to allow for the payment of the services addressed within this Grant Contract Agreement. Termination must be by written notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that dedicated funds are available.

In the event of temporary lack of funding or appropriation, the State may pause its obligations under this Grant Contract Agreement without terminating it. This pause will be for the duration of the lack of funding or appropriation and shall not be considered a termination of the Grant Contract Agreement. The Grantee will be notified in writing of the temporary pause, and the Grantee's ability to provide services may be temporarily suspended during this period. The State will provide reasonable notice to the Grantee of the lack of funding or appropriation and shall notify the Grantee once funding is restored or appropriated, at which point the provision of services under the Grant Contract Agreement may resume.

The State will not be assessed any penalty if the Grant Contract Agreement is terminated due to insufficient funding. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving notice.

5. Publicity and Endorsement

5.1. Publicity. Any publicity pertaining to the services resulting from this Grant Contract Agreement shall identify the State as the sponsoring agency. Publicity includes, but is not limited to: websites, social media platforms, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee or its employees individually or jointly with others or any subcontractors. All projects primarily funded by state grant appropriations must publicly credit the State, including on the grantee's website, when practicable.

5.2. Endorsement. The Grantee must not claim that the State endorses its products or services.

6. Data Disclosure

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

DNR

V 1 – FEDERAL GRANT CONTRACT AGREEMENT TEMPLATE FOR COMPETITIVE GRANTS TO NONGOVERNMENTAL ORGANIZATIONS – OGM V2
REV. 7.01.2025

7

1. American With Disabilities Act

Grantee must comply with the 2010 American Disabilities Act Standards for Accessible Design, or any updated version of these requirements in effect at the time of this grant, and all applicable regulations and guidelines.

2. Non-Discrimination Requirements

- 2.1. No person in the United States must, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under, any program or activity receiving Federal financial assistance. Including but not limited to:
- 2.2. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and DOC implementing regulations published at 15 C.F.R. Part 8 prohibiting discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance; Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.) prohibiting discrimination on the basis of sex under Federally assisted education programs or activities;
- 2.3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and DOC implementing regulations published at 15 C.F.R. Part 8b prohibiting discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal assistance.
- 2.4. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), and DOC implementing regulations published at 15 C.F.R. Part 20 prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;
- 2.5. Title II of the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination against qualified individuals with disabilities in services, programs, and activities of public entities.
- 2.6. Any other applicable non-discrimination law(s).

3. Reporting requirements

The Grantee must submit a progress report to the State's Authorized Representative in a form and manner prescribed by the State. For this grant, the invoice and required documentation will serve as the progress report to document the purchase of the equipment described in Exhibit A.

4. Monitoring

- 4.1. The State shall be allowed at any time to conduct periodic site visits and inspections to ensure work progress in accordance with this grant agreement, including a final inspection upon program completion. At least one monitoring visit per grant period on all state grants of over \$50,000 will be conducted and at least annual monitoring visits on grants of over \$250,000.

DNR

V 1 – FEDERAL GRANT CONTRACT AGREEMENT TEMPLATE FOR COMPETITIVE GRANTS TO NONGOVERNMENTAL ORGANIZATIONS – OGM V2

REV. 7.01.2025

- 4.1. Following closure of the program, the State's authorized representatives shall be allowed to conduct post-completion inspections of the site to ensure that the site is being properly operated and maintained and that no conversion of use has occurred. Equipment with a value of \$5,000 or more at time of purchase requires site monitoring every other year for the life of the equipment. State approval is needed prior to selling or removing this equipment from service.

5. Invasive Species Prevention

- 5.1. The DNR requires active steps to prevent or limit the introduction, establishment, and spread of invasive species during contracted work. The contractor shall prevent invasive species from entering into or spreading within a project site by cleaning equipment prior to arriving at the project site.
- 5.2. If the equipment, vehicles, gear, or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by contractor furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area. The contractor shall dispose of material cleaned from equipment and clothing at a location determined by the DNR Contract Administrator. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.
- 5.3. The contractor shall ensure that all equipment and clothing used for work in infested waters has been adequately decontaminated for invasive species (ex. zebra mussels) prior to being used in non-infested waters. All equipment and clothing including but not limited to waders, tracked vehicles, barges, boats, turbidity curtain, sheet pile, and pumps that comes in contact with any infested waters must be thoroughly decontaminated.

6. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

- 6.1. The prospective lower tier participant certifies, by submission of this agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency
- 6.2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

7. Use of Funds as Match to Other Grants or Programs

- 7.1. State funds cannot be used by the Grantee as match or for reimbursement for any other grant or program without prior written authorization from the State's Authorized Representative.
- 7.2. **Written request.** The Grantee must submit a written request for authorization no less than 10 business days prior to applying for the new funds or program to the State's Authorized Representative. This request must include the following information: this project name, this contract number, the amount of these funds to be used, location where these funds were or will be used, activity funded, and current landowner (if applicable).

DNR

V 1 – FEDERAL GRANT CONTRACT AGREEMENT TEMPLATE FOR COMPETITIVE GRANTS TO NONGOVERNMENTAL ORGANIZATIONS – OGM V2

REV. 7.01.2025

The project name, location where the new funds will be used, activity to be funded, funding source of the new grant or program, and a brief description of the grant or program being applied for must also be included.

- 7.1. Land Encumbrances.** If the new grant or program will add any encumbrances to the land where these funds were or will be spent, these encumbrances must be approved in writing by the State's Authorized Representative and the current landowner.

8. Debarment and Suspension

Under 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.

9. Procurement of Recovered Materials

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014].

10. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

- 10.1.** Under 2 CFR 200.216: Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- A.** Procure or obtain covered telecommunications equipment or services;
- B.** Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
- C.** Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.
- D.** As described in section 889 of Public Law 115-232, "covered telecommunications equipment or services" means any of the following:

- 10.2.** Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

DNR

V 1 – FEDERAL GRANT CONTRACT AGREEMENT TEMPLATE FOR COMPETITIVE GRANTS TO NONGOVERNMENTAL ORGANIZATIONS – OGM V2
REV. 7.01.2025

- A. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- B. Telecommunications or video surveillance services provided by such entities or using such equipment;
- C. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country;

- 10.1. For the purposes of this section, “covered telecommunications equipment or services” also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- 10.2. In implementing the prohibition under section 889 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.
- 10.3. When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.
- 10.4. For additional information, see section 889 of Public Law 115-232 and § 200.471.

11. Domestic Preference for Procurements

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

12. Reporting Subawards and Executive Compensation

- 12.1. As required under Title 2 of the Code of Federal Regulations, Subtitle A, Chapter 1, Part 170, the State must report on each subaward that is \$30,000 or more to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) at <https://sam.gov/fsrs>.

DNR

V 1 – FEDERAL GRANT CONTRACT AGREEMENT TEMPLATE FOR COMPETITIVE GRANTS TO NONGOVERNMENTAL ORGANIZATIONS – OGM V2
REV. 7.01.2025

11

12.1. In order for the State to fulfill this requirement, the Grantee shall provide the following data to the State for themselves within 21 dates of the execution of this agreement, and for any subcontractors within 21 days of execution of a subcontract:

A. UEI Number;

B. Relevant executive compensation data if applicable under Title 2 of the Code of Federal Regulations, Subtitle A, Chapter 1, Part 170, Appendix A.

- i. The Grantee and contractor in the preceding fiscal year received 80 percent or more of its annual gross revenue in: Federal awards, \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of senior executives of the entity 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.
- ii. The public does not have access to information about the compensation of senior executives of the entity 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.

13. Whistleblower Protections

This award is subject to whistleblower protections, including the protections established at 41 U.S.C. 4712 providing that an employee of the recipient or a subrecipient may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a covered person or body information that the employee reasonably believes is evidence of gross mismanagement of a Federal grant or subaward, a gross waste of Federal funds, an abuse of authority relating to a Federal grant or subaward, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal grant or subaward. These covered persons or bodies include:

- A. A member of Congress or representative of a committee of Congress.
- B. An Inspector General.
- C. The Government Accountability Office.
- D. A Federal employee responsible for contract or grant oversight or management at the relevant agency.
- E. An authorized official of the Department of Justice or other law enforcement agency.
- F. A court of grand jury.
- G. A management official or other employee of the contractor, subcontractor, or grantee who has the responsibility to investigate, discover, or address misconduct.

Consistent with 41 U.S.C. 4712(d), the recipient and subrecipients shall inform their employees in writing, in the predominant language of the workforce or organization, of employee whistleblower rights and protections under 41 U.S.C. 4712.

Exhibits

The following Exhibits are attached and incorporated into this Grant Contract Agreement.

DNR

V 1 – FEDERAL GRANT CONTRACT AGREEMENT TEMPLATE FOR COMPETITIVE GRANTS TO NONGOVERNMENTAL ORGANIZATIONS – OGM V2

REV. 7.01.2025

Exhibit A: Specifications, Duties, and Scope of Work

Exhibit B: Federal Assurances: Non-Construction programs

Exhibit C: Conflict of Interest Disclosure

Exhibit D: Requirements for DNR Grantees

DNR

V 1 – FEDERAL GRANT CONTRACT AGREEMENT TEMPLATE FOR COMPETITIVE GRANTS TO NONGOVERNMENTAL
ORGANIZATIONS – OGM V2

REV. 7.01.2025

13

Grant Contract Agreement Signature Page

State Encumbrance Verification

Individual certifies that funds have been encumbered as required by Minnesota Statutes §§ 16A.15

Print Name: Nathaniel Peach

Signature: Nathaniel Peach Digitally signed by Nathaniel Peach
Date: 2026.04.27 16:08:11 -05'00'

Title: Account Tech Date: 04/24/2026

SWIFT Contract No. 289325

State Agency

With delegated authority

Print Name: _____

Signature: _____

Title: _____ Date: _____

Grantee

With delegated authority

Print Name: _____

Signature: _____

Title: _____ Date: _____

DNR

V 1 – FEDERAL GRANT CONTRACT AGREEMENT TEMPLATE FOR COMPETITIVE GRANTS TO NONGOVERNMENTAL ORGANIZATIONS – OGM V2

REV. 7.01.2025

14

EXHIBIT A

**2026 FEDERAL BOATING SAFETY
SUPPLEMENTAL PATROL AGREEMENT
(CFDA #97.012)**

1. The purpose of this program is to provide supplementary funding to the County to provide for additional boating safety patrol hours during high-use periods through the payment of straight time, overtime, or the addition of enforcement personnel on a temporary basis. Other activities such as rental boat inspections, training, extended search and rescue operations, aids-to-navigation work, aquatic invasive species (AIS) enforcement or inspections, talks and displays do not qualify for reimbursement under this program. Incidental on-scene accident investigation, assistance to the public and immediate search and rescue operations by personnel assigned to this program are authorized.
2. Reimbursable hours and days of operation shall occur during the following days and hours:
The schedule of hours shall be left to the county. Scheduling, however, should be made to coincide with periods of activity or complaints and night patrols are encouraged. *If at all possible, schedules should be canceled or delayed if inclement weather is expected.*
3. Emphasis on this program shall be placed on the following violations:
 - Boating while intoxicated
 - Personal watercraft operation
 - Careless and reckless operation
 - Speed and wake violations
 - Use of navigation lights
 - Other boating equipment and registration violations
4. Allowable costs include overtime patrol hours, additional personnel salary and appropriate fringe benefits associated with patrol. Submit one invoice at the end of the grant period or when all obligations have been satisfactorily fulfilled, whichever occurs first. A copy of the daily logs of each deputy involved - showing hours on duty, water body patrolled, boats stopped, citations or warnings issued and other pertinent information on a daily basis must be submitted with the reimbursement invoice. The deputy and his or her supervisor must sign each log sheet. Reimbursement request must also include a summary of the times and hours worked and total costs for each deputy by date. All other expenses, such as fuel, training, repairs, boats, meals etc. must be paid by the county (use of the regular 2026 state boat and water safety grant funds for these other expenses is an allowable cost). The county will be responsible for any unemployment or worker's compensation costs associated with the program.
5. Each participating county, with the payment request, will submit a written review of the program. Payment will not be made without this narrative, which shall include a summary of the county's activities, accomplishments and suggested changes for future funding.
6. **Deadline for the invoice, log sheets and narrative is September 15, 2026. An invoice submitted after that date will not be reimbursed, unless an extension is requested by the grantee in writing and the extension is approved in writing from the State. Submit invoice info to: adam.block@state.mn.us**
7. Hours from this program will be excluded in determining the regular 2028 county grant allocation.
8. These funds are not designed to take the place of existing funding, but rather to supplement it. A copy of the 2026 county supplemental patrol work plan must be submitted to the State for approval before the grant may be processed.

Exhibit B

2026 FEDERAL ASSURANCES NON-CONSTRUCTION PROGRAMS

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et. seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1et seq.).
14. Will comply with P.L. 93-248 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments and Non-Profit Organizations." *(see below).
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

**If the COUNTY (as defined on page 1 of this grant) expends more than \$1,000,000 in federal assistance per year, it agrees to have a program-specific or single audit made in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 – "Audits of States, Local Governments and Non-Profit Organizations." Copies of the audit report are required to be sent to the following: 1) Office of the State Auditor – Single Audit Division, Suite 500, 525 Park Street, St. Paul, MN 55103, 2) Minnesota Department of Natural Resources, Internal Audit Section – Office of Management & Budget Services 500 Lafayette Road, St. Paul, MN 55155 and 3) The Federal Single Audit Clearinghouse located at: Bureau of the Census, Data Preparation Division, 1201 East 10th Street, Jeffersonville, IN 47132.*

FY 2025 DHS STANDARD TERMS AND CONDITIONS

The Fiscal Year (FY) 2025 Department of Homeland Security (DHS) Standard Terms and Conditions apply to all new federal awards of federal financial assistance (federal awards) for which the federal award date occurs in FY 2025 and flow down to subrecipients unless a term or condition specifically indicates otherwise. For federal continuation awards made in subsequent FYs, the FY 2025 DHS Standard Terms and Conditions apply unless otherwise specified in the terms and conditions of the continuation awards. The United States has the right to seek judicial enforcement of these terms and conditions.

All legislation and digital resources are referenced with no digital links. These FY 2025 DHS Standard Terms and Conditions are maintained on the DHS website at <https://www.dhs.gov/publication/dhs-standard-terms-and-conditions>.

A. Assurance, Administrative Requirements, Cost Principles, Representations, and Certifications

- I. Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances, as instructed.

B. General Acknowledgements and Assurances Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located in Title 2, Code of Federal Regulations, Part 200 and adopted by DHS at 2 C.F.R. § 3002.10.

All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337.

- I. Recipients must cooperate with any DHS compliance reviews or compliance investigations.
- II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal award and permit access to facilities and personnel.
- III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
- IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or DHS Component program guidance. Organization costs related to data and evaluation are allowable. The definition of data and evaluation costs is in 2 C.F.R. § 200.455(c), the full text of which is incorporated by reference.
- V. Recipients must complete DHS Form 3095 within 60 days of receipt of the Notice of Award for the first award under which this term applies. For further instructions and to access the form, please visit: <https://www.dhs.gov/civil-rightsresources-recipients-dhs-financial-assistance>.

FY 2025 DHS STANDARD TERMS AND CONDITIONS

C. Standard Terms & Conditions

I. Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.

II. Activities Conducted Abroad

Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.

III. Age Discrimination Act of 1975

Recipients must comply with the requirements of the *Age Discrimination Act of 1975*, Pub. L. No. 94-135 (codified as amended at Title 42, U.S. Code § 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

IV. Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

V. Best Practices for Collection and Use of Personally Identifiable Information

- (1) Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect.
- (2) Definition. DHS defines “PII” as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

VI. CHIPS and Science Act of 2022, Public Law 117-167 CHIPS

- (1) Recipients of DHS research and development (R&D) awards must report to the DHS Component research program office any finding or determination of sex based and sexual harassment and/or an administrative or disciplinary action taken against principal investigators or co-investigators to be completed by an authorized organizational representative (AOR) at the recipient institution.
- (2) Notification. An AOR must disclose the following information to agencies within 10 days of the date/the finding is made, or 10 days from when a recipient imposes an administrative action on the reported individual, whichever is sooner. Reports should include:
 - (a) Award number,
 - (b) Name of PI or Co-PI being reported,

FY 2025 DHS STANDARD TERMS AND CONDITIONS

- (c) Awardee name,
 - (d) Awardee address,
 - (e) AOR name, title, phone, and email address,
 - (f) Indication of the report type:
 - (i) Finding or determination has been made that the reported individual violated awardee policies or codes of conduct, statutes, or regulations related to sexual harassment, sexual assault, or other forms of harassment, including the date that the finding was made.
 - (ii) Imposition of an administrative or disciplinary action by the recipient on the reporting individual related to a finding/determination or an investigation of an alleged violation of recipient policy or codes of conduct, statutes, or regulations, or other forms of harassment.
 - (iii) The date and nature of the administrative/disciplinary action, including a basic explanation or description of the event, which should not disclose personally identifiable information regarding any complaints or individuals involved. Any description provided must be consistent with the *Family Educational Rights in Privacy Act*.
- (3) Definitions.
- (a) An "authorized organizational representative (AOR)" is an administrative official who, on behalf of the proposing institution, is empowered to make certifications and representations and can commit the institution to the conduct of a project that an agency is being asked to support as well as adhere to various agency policies and award requirements.
 - (b) "Principal investigators and co-principal investigators" are award personnel supported by a grant, cooperative agreement, or contract under Federal law.
 - (c) A "reported individual" refers to recipient personnel who have been reported to a federal agency for potential sexual harassment violations.
 - (d) "Sex based harassment" means a form of sex discrimination and includes harassment based on sex, sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity.
 - (e) "Sexual harassment" means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when this conduct explicitly or implicitly affects an individual's employment, unreasonably interferes with an individual's work performance, or creates an intimidating, hostile, or offensive work environment, whether such activity is carried out by a supervisor or by a co-worker, volunteer, or contractor.

VII. Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964*, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS

FY 2025 DHS STANDARD TERMS AND CONDITIONS

implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of a federal award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.

VIII. Civil Rights Act of 1968

Recipients must comply with Title VIII of the *Civil Rights Act of 1968*, Pub. L. No. 90284 (codified as amended at 42 U.S.C. § 3601 *et seq.*) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units— i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

IX. Communication and Cooperation with the Department of Homeland Security and Immigration Officials

- (1) All recipients and other recipients of funds under this award must agree that they will comply with the following requirements related to coordination and cooperation with the Department of Homeland Security and immigration officials:
 - (a) They must comply with the requirements of 8 U.S.C. §§ 1373 and 1644. These statutes prohibit restrictions on information sharing by state and local government entities with DHS regarding the citizenship or immigration status, lawful or unlawful, of any individual. Additionally, 8 U.S.C. § 1373 prohibits any person or agency from prohibiting, or in any way restricting, a Federal, State, or local government entity from doing any of the following with respect to information regarding the immigration status of any individual: 1) sending such information to, or requesting or receiving such information from, Federal immigration officials; 2) maintaining such information; or 3) exchanging such information with any other Federal, State, or local government entity;
 - (b) They must comply with other relevant laws related to immigration, including prohibitions on encouraging or inducing an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv), prohibitions on transporting or moving illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(ii), prohibitions on harboring, concealing, or shielding from detection illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(iii), and any applicable conspiracy, aiding or abetting, or attempt liability regarding these statutes;
 - (c) That they will honor requests for cooperation, such as participation in joint operations, sharing of information, or requests for short term detention of an alien pursuant to a valid detainer. A jurisdiction does not fail to comply with this requirement merely because it lacks the necessary resources to assist in a particular instance;
 - (d) That they will provide access to detainees, such as when an immigration officer seeks to interview a person who might be a removable alien; and
 - (e) That they will not leak or otherwise publicize the existence of an immigration enforcement operation.

FY 2025 DHS STANDARD TERMS AND CONDITIONS

- (2) The recipient must certify under penalty of perjury pursuant to 28 U.S.C. § 1746 and using a form that is acceptable to DHS, that it will comply with the requirements of this term. Additionally, the recipient agrees that it will require any subrecipients or contractors to certify in the same manner that they will comply with this term prior to providing them with any funding under this award.
- (3) The recipient agrees that compliance with this term is material to the Government's decision to make or continue with this award and that the Department of Homeland Security may terminate this grant, or take any other allowable enforcement action, if the recipient fails to comply with this term.

X. Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

XI. Debarment and Suspension

Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

XII. Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of the *Drug-Free Workplace Act of 1988* (41 U.S.C. §§ 8101-8106).

XIII. Duplicative Costs

Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing requirements of any other federal award in either the current or a prior budget period. See 2 C.F.R. § 200.403(f). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal award terms and conditions.

XIV. Education Amendments of 1972 (*Equal Opportunity in Education Act*) – Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. § 1681 *et seq.*), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Recipients of a federal award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 19.

FY 2025 DHS STANDARD TERMS AND CONDITIONS

XV. Energy Policy and Conservation Act

Recipients must comply with the requirements of the *Energy Policy and Conservation Act*, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 *et seq.*), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

XVI. Equal Treatment of Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries.

Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

XVII. Anti-Discrimination

Recipients must comply with all applicable Federal anti-discrimination laws material to the government's payment decisions for purposes of 31 U.S.C. § 372(b)(4).

(1) Definitions. As used in this clause –

- (a) DEI means “diversity, equity, and inclusion.”
- (b) DEIA means “diversity, equity, inclusion, and accessibility.”
- (c) Discriminatory equity ideology has the meaning set forth in Section 2(b) of Executive Order 14190 of January 29, 2025.
- (d) Federal anti-discrimination laws mean Federal civil rights law that protect individual Americans from discrimination on the basis of race, color, sex, religion, and national origin.
- (e) Illegal immigrant means any alien, as defined in 8 U.S.C. § 1101(a)(3), who has no lawful immigration status in the United States.

(2) Grant award certification.

- (a) By accepting the grant award, recipients are certifying that:
 - (i) They do not, and will not during the term of this financial assistance award, operate any programs that advance or promote DEI, DEIA, or discriminatory equity ideology in violation of Federal anti-discrimination laws; and
 - (ii) They do not engage in and will not during the term of this award engage in, a discriminatory prohibited boycott.
 - (iii) They do not, and will not during the term of this award, operate any program that benefits illegal immigrants or incentivizes illegal immigration.

(3) DHS reserves the right to suspend payments in whole or in part and/or terminate financial assistance awards if the Secretary of Homeland Security or her designee determines that the recipient has violated any provision of subsection (2)..

FY 2025 DHS STANDARD TERMS AND CONDITIONS

- (4) Upon suspension or termination under subsection (3), all funds received by the recipient shall be deemed to be in excess of the amount that the recipient is determined to be entitled to under the Federal award for purposes of 2 C.F.R. § 200.346. As such, all amounts received will constitute a debt to the Federal Government that may be pursued to the maximum extent permitted by law.

XVIII. False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the *False Claims Act*, 31 U.S.C. §§ 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

XIX. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

XX. Federal Leadership on Reducing Text Messaging While Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of Executive Order 13513.

XXI. Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: [Certificated Air Carriers List | US Department of Transportation](https://www.transportation.gov/policy/aviation-policy/certificated-aircarriers-list), <https://www.transportation.gov/policy/aviation-policy/certificated-aircarriers-list>) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974*, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

XXII. Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. § 2225a.

XXIII. John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the *John S. McCain National Defense Authorization Act for Fiscal Year 2019*, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

XXIV. Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the *Civil Rights Act of 1964* (42 U.S.C. § 2000d *et seq.*) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps

FY 2025 DHS STANDARD TERMS AND CONDITIONS

to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizationsprovide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

XXV. Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).

XXVI. National Environmental Policy Act

Recipients must comply with the requirements of the *National Environmental Policy Act of 1969*, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 *et seq.*) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

XXVII. National Security Presidential Memorandum-33 (NSPM-33) and provisions of the CHIPS and Science Act of 2022. Pub. L. 117-167, Section 10254

- (1) Recipient research institutions ("covered institutions") must comply with the requirements in NSPM-33 and provisions of Pub. L. 117-167, Section 10254 (codified at 42 U.S.C. § 18951) certifying that the institution has established and operates a research security program that includes elements relating to:
 - (a) cybersecurity;
 - (b) foreign travel security;
 - (c) research security training; and
 - (d) export control training, as appropriate.
- (2) Definition. "Covered institutions" means recipient research institutions receiving federal Research and Development (R&D) science and engineering support "in excess of \$50 million per year."

XXVIII. Non-Supplanting Requirement

Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.

XXIX. Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated

FY 2025 DHS STANDARD TERMS AND CONDITIONS

by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the federal award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.

XXX. Patents and Intellectual Property Rights

Recipients are subject to the *Bayh-Dole Act*, 35 U.S.C. § 200 *et seq.* and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.

XXXI. Presidential Executive Orders

Recipients must comply with the requirements of Presidential Executive Orders related to grants (also known as federal assistance and financial assistance), the full text of which are incorporated by reference.

XXXII. Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the *Solid Waste Disposal Act*, Pub. L. No. 89-272 (1965) (codified as amended by the *Resource Conservation and Recovery Act* at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

XXXIII. Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

XXXIV. Reporting Recipient Integrity and Performance Matters

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide federal award term and condition for Recipient Integrity and Performance Matters is in 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.

XXXV. Reporting Subawards and Executive Compensation

For federal awards that total or exceed \$30,000, recipients are required to comply with the requirements set forth in the government-wide federal award term and condition on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

XXXVI. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

- (1) Recipients of a federal award from a financial assistance program that provides funding for infrastructure are hereby notified that none of the funds provided under this federal award may be used for a project for infrastructure unless:

FY 2025 DHS STANDARD TERMS AND CONDITIONS

- (a) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
 - (b) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
 - (c) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.
- (2) The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

(3) *Waivers*

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements.

- (a) When the Federal agency has determined that one of the following exceptions applies, the federal awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:
 - (i) applying the domestic content procurement preference would be inconsistent with the public interest;
 - (ii) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
 - (iii) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.
- (b) A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.
- (c) There may be instances where a federal award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov.

FY 2025 DHS STANDARD TERMS AND CONDITIONS

- (4) *Definitions.* The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

XXXVII. SAFECOM

Recipients receiving federal awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment | CISA.

XXXVIII. Subrecipient Monitoring and Management

Pass-through entities must comply with the requirements for subrecipient monitoring and management as set forth in 2 C.F.R. §§ 200.331-333.

XXXIX. System for Award Management and Unique Entity Identifier Requirements

Recipients are required to comply with the requirements set forth in the governmentwide federal award term and condition regarding the System for Award Management and Unique Entity Identifier Requirements in 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.

XL. Termination of a Federal Award

- (1) By DHS. DHS may terminate a federal award, in whole or in part, for the following reasons:
 - (a) If the recipient fails to comply with the terms and conditions of the federal award;
 - (b) With the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated; or
 - (c) Pursuant to the terms and conditions of the federal award, including, to the extent authorized by law, if the federal award no longer effectuates the program goals or agency priorities.
- (3) By the Recipient. The recipient may terminate the federal award, in whole or in part, by sending written notification to DHS stating the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if DHS determines that the remaining portion of the federal award will not accomplish the purposes for which the federal award was made, DHS may terminate the federal award in its entirety.
- (4) Notice. Either party will provide written notice of intent to terminate for any reason to the other party no less than 30 calendar days prior to the effective date of the termination.
- (5) Compliance with Closeout Requirements for Terminated Awards. The recipient must continue to comply with closeout requirements in 2 C.F.R. §§ 200.344-200.345 after an award is terminated.

FY 2025 DHS STANDARD TERMS AND CONDITIONS

XLI. Terrorist Financing

Recipients must comply with Executive Order 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the Executive Order and laws.

XLII. Trafficking Victims Protection Act of 2000(TVPA)

Recipients must comply with the requirements of the government-wide federal award term and condition which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The federal award term and condition is in 2 C.F.R. § 175.105, the full text of which is incorporated by reference.

XLIII. Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act of 2001, Pub. L. 107-56

Recipients must comply with the requirements of Pub. L. 107-56, Section 817 of the USA PATRIOT Act, which amends 18 U.S.C. §§ 175–175c.

XLIV. Use of DHS Seal, Logo and Flags

Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

XLV. Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections in 10 U.S.C § 470141 U.S.C. § 4712.

Attention Boating Law Administrators,

This is a follow up to the e-mail I sent on Friday, October 17, 2025.

Some states have asked questions concerning the application of the current Department of Homeland Security Standard Terms and Conditions, v. 3 (Apr. 18, 2025), given the injunction entered by the Court in Illinois, et al. v. FEMA, et al. Consistent with the injunction, Paragraph C.IX (Communication and Cooperation with the Department of Homeland Security and Immigration Officials) and paragraph C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration) of the Standard Terms and Conditions do not apply to any federal award under this funding opportunity.

If there are any changes in the Department of Homeland Security Standard Terms and Conditions, you will be notified.

If you have any questions, please do not hesitate to contact me directly.

Sincerely,

Pavlo Oborski
USCG/Division of Boating Safety
Grants Management Branch Chief (BSX-22)
571-607-5426
Pavlo.Oborski@uscg.mil



Requirements for DNR Grantees (RDG)

Effective Date: January 31, 2026.

The following policies apply to all DNR grants, except where specifically noted. These requirements are in addition to requirements in program-specific manuals. In case of any conflicts with an existing grant program manual, the stricter document will control.

Questions about these requirements should be directed to the grant specialist for your grant program. Questions may also be directed to GrantsTeam.DNR@state.mn.us. When sending an email to this address, please include information on your grant funding source, program, and question.

Admin's Office of Grants Management (OGM) Policies

Under Minn. Statutes, section 16b.97 subd. 2, the Minnesota Department of Administration (Admin) is required to create general grants management policies and procedures applicable to all state agencies. Admin's OGM implemented grant policies for the State of Minnesota. Please review OGM grant policies (select the Current Policies tab). Information especially relevant to grantees is summarized below. Unless otherwise noted, these policies do not apply to bonding grants and grants under Minn. Statutes section 16A.86 or section 16A.642.

Grants Conflict of Interest (OGM Policy 08-01)

All grantees must sign a conflict-of-interest disclosure form or certify they will disclose conflicts of interest when signing their grant agreements/GANs. Grantees must also maintain a written standard of conduct covering conflicts of interest and governing the actions of its employees or board members engaged in the selection, award, and administration of contracts. State staff may request this written standard when conducting grant monitoring activities or if otherwise relevant. These requirements apply to all grants, including bonding grants and grants under Minn. Statutes section 16A.86 and section 16A.642.

OGM Policy 08-01 states that a conflict of interest occurs "when a person has actual or apparent duty or loyalty to more than one organization and the competing duties or loyalties may result in actions which are adverse to one or both parties. A conflict of interest exists even if no unethical, improper, or illegal act results from it." Per the OGM policy, there are several types of conflicts of interest:

Actual Conflict of Interest

An actual conflict of interest occurs when a person's decision or action would compromise a duty to a party without taking immediate appropriate action to eliminate the conflict.

Potential Conflict of Interest

A potential conflict of interest may exist if a person has a relationship, affiliation, or other interest that could create an inappropriate influence if the person is called on to make a decision or recommendation that would affect one or more of those relationships, affiliations, or interest.

Individual Conflict of Interest

A conflict of interest that may benefit an individual employee or a grant reviewer is any situation in which their judgement, actions, or non-action could be interpreted to be influenced by something that would benefit them directly or through indirect gain to an immediate family member, business, or organization with which they are involved.

Organizational Conflict of Interest

A conflict of interest can also occur with an organization that is a grant applicant in a competitive grant process or grantee of a state agency. Organizational conflicts of interest occur when:

- A grantee's objectivity in carrying out the grant is impaired or compromised due to competing duties or loyalties
- A grantee, potential grantee, or grant applicant has an unfair competitive advantage through being furnished unauthorized proprietary information or source selection information that is not available to all competitors.

Use of Grant Contract Agreements and Grant Award Notifications (GAN) (OGM Policy 08-04)

All grants need a written grant contract agreement or Grant Award Notification (GAN). State agencies cannot award a grant to a grantee that is on either the [suspension or debarment lists for the state of Minnesota](#) or the federal government. If a grantee becomes suspended or debarred, that may be cause for the State to cancel their grant.

Grant agreements/GANs must contain a provision for the grantee to clearly post on the grantee's website the names and contact information for the grantee organization's leadership and the person(s) who directly manages and oversees the grant.

A fully executed copy of the grant agreement or GAN and all relevant records must be kept on file for a minimum of six years from the end date, receipt, and approval of all final reports, OR the period of time required to satisfy all state and program retention requirements, whichever is later.

Grantees must complete work in accordance with the terms and conditions of their grant agreement/GAN. Work not covered under the grant agreement/GAN will not be reimbursed without a prior amendment request.

Public Questions and Comments Concerning Fraud and Waste in State Grants (OGM Policy 08-05)

OGM will serve as the central point of contact for questions and comments about fraud and waste in state grants and about the violation of statewide grants policies. OGM will also respond to other public questions and concerns about state grants.

Grant Payments (OGM Policy 08-08)

State agencies may not issue grant payments until the funds are encumbered, and the grant agreement is fully executed, or the GAN is completed.

Reimbursement is the State's preferred method for making grant payments. DNR grants operate on a reimbursement basis, unless the grant agreement/GAN contains explicit language specifying otherwise.

Grantee reimbursement requests must correspond to the line items in the approved grant budget. Grant managers must review each reimbursement request against the approved grant budget, grant expenditures to date, and the latest grant progress report before approving payment. If grant managers see a discrepancy or have any questions about reimbursement requests and/or related documentation, they will follow up with the grantee.

Any deviation from this policy must be approved by the Agency Wide Grants Manager prior to signing a grant agreement/GAN and must be in accordance with state laws and OGM policies.

Grants in which the payment terms are defined in statute are not covered by this policy.

DNR Reimbursement Procedures

- Grantees must pay for project expenses before seeking reimbursement from the grant and should only request reimbursement for paid expenses. Expenses are reviewed and those deemed eligible are then reimbursed under the terms of the agreement/GAN with the State of Minnesota.
- Grantees are not allowed to request reimbursement for invoices from a vendor that have not yet been paid by the grantee. Please also see the Proof of Payment section below.
- Grantees can expect to be reimbursed within 30 days of the DNR receiving a complete and accurate reimbursement request. If documentation to process the request is missing, or the request has discrepancies or incorrect information, the 30-day clock does not start until all necessary information has been submitted to the DNR and the request has been deemed complete and whole.
- The DNR will pay final reimbursement when the state determines that the grantee has satisfactorily fulfilled all the terms of their grant agreement/GAN, unless a grant term is altered or excluded by the DNR in writing.

Grantees should keep the following documentation on file for monitoring and audit purposes:

- Proof of payment of grant expenses (e.g. copies of cancelled checks, electronic bank statements, etc.)
- Contracting/purchasing bidding documentation
- Organization's conflict of interest policy

- Prevailing wage documentation (if applicable): project assessment form, certified payroll reports, etc.

Grant Progress Reports (OGM Policy 08-09)

Grantees are required to submit written progress reports at least annually until all grant funds have been expended and all the terms in the grant agreement/GAN have been met. Information requested in a grant progress report may include (but is not limited to): goals and objectives, activities, outcomes, challenges, lessons learned, and financial information. State agencies cannot make grant payments on grants with past due progress reports (unless the agency has given the grantee a written extension).

Grant Monitoring (OGM Policy 08-10)

All state grants over \$50,000 are required to have at least one monitoring visit before final payment is made. All state grants over \$250,000 are required to have annual monitoring visits. In-person visits are preferred where possible, but telephone or virtual visits are also used where reasonable.

The purpose of a monitoring visit is to review and ensure progress towards the grant's goals, address any problems or issues before the end of the grant period, and build a relationship between the agency and grantee.

For state grants over \$50,000, state agencies must conduct a financial reconciliation of grantees' expenditures at least once before final payment is made. A financial reconciliation involves reconciling a grantee's request for payment for a given period with supporting documentation (e.g. purchase orders, receipts, payroll records, etc.) for that request.

If previously reimbursed costs are found to be ineligible upon further review during monitoring (or at any other point during the grant period), repayment of those costs or other corrective action may be required.

Proof of Payment

The State requires proof of payment documentation to ensure that funds are being provided on a reimbursement basis. The grantee must maintain proof of payment documentation and make it available when requested by the State. Proof of payment documentation may include:

- A copy of a bank statement with photocopies of cleared checks
- An electronic bank statement
- A copy of cancelled checks or other certified financial records
- Employee original time records and payroll documentation

Cost Share/Required Match

For grants which require cost share or match, the requirements for documenting work completed or expenses incurred as match are the same as for expenses for which grantees are requesting reimbursement. The State may disallow otherwise-eligible costs for reimbursement if the grantee cannot provide proof of the expenses being used as match.

For grants with in-kind match (i.e. non-cash donations of a good or service), grantees should provide documentation similar to a payment request.

If the in-kind match is volunteer time, grantees will need volunteer logs and to show the calculation used to convert volunteer hours to time. If the in-kind match is something other than volunteer time (e.g. use of equipment, or donated materials), grantees must perform due diligence to determine how much the in-kind match would cost. For example, if the in-kind match is a land donation, the documentation should include an appraisal. If the in-kind match is use of equipment, the documentation should demonstrate a realistic cost for the type of equipment and amount of time.

Legislatively Mandated Grants (OGM Policy 08-11)

State agencies must manage legislatively mandated grants with the same level of oversight (including monitoring) applied to other state grants, while respecting and maintaining the legislative intent.

Grantees for legislatively mandated grants must submit a work plan and budget. The grant agreement/GAN must be based on the legislation, the grantee's work plan and budget, and negotiations between the state agency and the grantee.

Grant Amendments (OGM Policy 08-12)

During the grant period, it may be necessary to make changes to the grant contract agreement/GAN. Generally, these modifications could include changes to the grant timeframe, to the scope of work, or to the budget categories.

A formal grant contract amendment is required for any changes. Should a situation arise that requires any changes to the project, it is the grantee's responsibility to communicate immediately with the DNR grants specialist.

The purpose of grant amendments must be similar to the original purpose of the grant and the grantee duties should be within the scope of the original RFP/notice of grant opportunity/application.

If an amendment is allowed, it must be fully executed before additional costs can be incurred.

Contracting and Bidding

Competitive bidding needs to follow a fair and transparent public process.

Grantees must not contract with vendors or subcontractors who are on the suspension or debarment lists for either the State of Minnesota or the federal government.

Grantees must take all necessary affirmative steps to assure that targeted vendors from businesses with active certifications through the entities below are used when possible:

- Minnesota Department of Administration's Certified Target Group, Economically Disadvantaged, and Veteran-Owned Vendor List

- Metropolitan Council's Targeted Vendor list: [Minnesota Unified Certification Program](#)
- Small Business Certification Program through Hennepin County, Ramsey County, and the City of St. Paul: [Central Certification Program](#)

Grantees must maintain support documentation of the purchasing and/or bidding process utilized to contract services in their financial records, including support documentation justifying a single/sole source bid, if applicable. Grantees must retain the following documentation in the project file:

- Copies of executed subcontract agreements
- A copy of the RFP/RFQ, all submitted bids, and the bid tabulation (if applicable)
- Written documentation that describes the rationale for selection of each subcontractor
- Documentation of the contract/bid approval, if required by grantee internal controls (such as meeting minutes)

This documentation may be reviewed during monitoring visits or when requested by the state.

Contracting and Bidding for Political Subdivisions of the State

In addition to the general contracting and bidding requirements above, municipalities (defined in Minn. Statutes, chapter 471.345 subd. 1 as a county, town, city, school district, or other municipal corporation or political subdivision of the state authorized by law to enter into contracts) must also follow the [Uniform Municipal Contracting Law](#).

Contracting and Bidding for Non-Governmental Organizations

In addition to the general contracting and bidding requirements at the beginning of this section, non-government organizations must follow the contracting policies/procedures below.

Contracting and Bidding for Tribal Governments

Tribal governments are subject to neither the Uniform Municipal Contracting Law nor the DNR contracting policies/procedures below. Tribal governments are subject to the contracting and bidding procedures of their own governance.

Contracting and Bidding Thresholds and Process

- Services and/or materials that are expected to cost between \$10,000 and \$24,999 must be competitively awarded, based on a minimum of two verbal quotes or bids or awarded to a targeted vendor.
- Services and/or materials that are expected to cost between \$25,000 and \$99,999 must be competitively awarded based on a minimum of three verbal quotes or bids.
- Any services or materials that are expected to cost \$100,000 or more must undergo a formal notice and bidding process.
- Grantees must use an RFP/Request for Quote (RFQ) process to competitively select professional and technical services.

- The advertisement for bid processes must allow for fair competition among potential qualified bidders.

Prevailing Wage

Prevailing wage (Minn. Statutes sections 177.41-177.45) is the minimum hourly wage employers must pay certain workers who work on construction and public works projects funded by state dollars. Prevailing wage includes the employer's cost of benefits. Other prevailing wage information can be found at the Minnesota Department of Labor and Industry (DLI). Prevailing wage rules apply to any grant award of \$25,000 or more that qualifies as a "project" per the following definition:

Project: demolition, erection, construction, alteration, improvement, restoration, remodeling, or repairing of a public building, structure, facility, land, or other public work, which includes any work suitable for and intended for use by the public, or for the public benefit, financed in whole or part by state funds. "Project" also includes demolition, erection, construction, alteration, improvement, restoration, remodeling, or repairing of a building, structure, facility, land, or public work when the acquisition of property, predesign, design, or demolition is financed in whole or part by state funds (Minn. Statutes, section 177.42).

If the award is \$25,000 or more and contains activities in the work/accomplishment plan that qualify as a "project" per the definition above, prevailing wage rules in Minn. Statutes, sections 177.41-177.44 apply. If you are unsure if a project is subject to prevailing wage, ask the grant specialist for a copy of DLI's Project Assessment Form. Grantees must complete the form and return it to the grant specialist. Once ready, the DNR grant specialist will submit it to DLI and copy the grantee on the e-mail.

When prevailing wage applies, all bid requests and RFPs must state that the project is subject to prevailing wage to ensure that incoming bids have factored prevailing wage rates into their submittal. A prevailing wage form should accompany these bid submittals.

Grantees must retain documentation in the project file either the prevailing wage forms, or a notice from DLI that the project is not subject to prevailing wage.

Fraud Reporting

In addition to OGM policy, various state statutes govern reporting of suspected fraud or misuse of state dollars.

State workers with information indicating that public resources (including public money) may have been used for an unlawful purpose must report that information. Any other person with such information is strongly urged to report that information. The DNR takes a "no wrong door" approach for reporting suspected fraud; essentially, the DNR encourages its workforce to report suspected fraud to any DNR supervisor or member of agency leadership, who will connect the person reporting to the correct contact or procedure, as needed.

All state agencies are required to report suspected fraud cases to the Department of Revenue for tax fraud investigation, in addition to referring all allegations of suspected fraud to the Office of the Legislative Auditor and the Minnesota Bureau of Criminal Apprehension's Financial Crimes and Fraud section

(Mnfraud.bureau@state.mn.us or 651-739-3750). Grantees may report suspected fraud directly to these agencies, as well, or to their DNR grant manager or any DNR employee.

Requirements for Working on State Land

When working on state land, grantees must follow all applicable policies and requirements of that land. Grantees should work with the appropriate management staff for the state land to determine these requirements. Insurance is required to do work on state land, following the [requirements of Admin.](#)

Audits

Under [Minn. Statutes chapter 16B.98 subd. 8](#), the state (the grantmaking agency, state auditor, attorney general, legislative auditor, Admin, etc.) has the right to perform programmatic or financial audits of the grantee. The grantee's books, records, documents, and accounting procedures and practices relevant to the grant are subject to state examination for a minimum of six years from the expiration or termination of the grant agreement/GAN, receipt and approval of all final reports, or the required period of time to satisfy state and program retention requirements, whichever is later. This provision is also included in grant agreements/GANs.

Records Retention

Grantees must maintain a file for each project with all project agreements, correspondence, and the records pertaining to project expenses requested for reimbursement. Project records are required for monitoring/audit purposes and must be readily available for review. As with all provisions of the grant agreement/GAN, if the state finds a failure to comply, the State may take action, including immediate termination of the grant agreement/GAN with cause, refusal to disburse additional funds, and/or requiring the return of all or part of the funds already disbursed.

All records related to the project must be retained for a minimum of six years from the grant agreement/GAN end date, or the receipt and approval of all final reports, whichever is later. Some grant funds require permanent retention of the grant records, and in those cases, that requirement supersedes the six-year standard.

Data Practices

- Grantees must comply with the [Minnesota Government Data Practices Act \(MGDPA\)](#) as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the grantee under their grant agreement/GAN. If a grantee receives a request to release this data, the grantee must immediately notify the State. Following this notification, the State will provide instructions to the grantee concerning the release of data.
- Grantees should instruct and train their staff regarding the governing privacy and data practices provisions; maintaining data in a secure manner; and limiting access to work duties and assignments.

- Grantees must mitigate risks associated with the unauthorized access or data breach and report to the DNR any real or perceived security or privacy incident regarding any private data in accordance with MGDPA.
- Grantees are not permitted to use private data with artificial intelligence (AI) services unless it is approved through the DNR/Minnesota IT (MNIT) vendor security risk and compliance process. AI services are reviewed and verified through a process that includes understanding the AI's training, ownership of data and level of security.

Agenda Item



Destination and Workflow

Meeting Type: *

Board Meeting

Target Meeting Date *
5/19/2026 9:00 AM – Board of Wright County
Commissioners
Requestor Name

Chad Hausmann

Agenda Item Type
☒ RFBA
 ☐ Minutes Submission
 ☐ Warrants Submission

Requestor Title

Highway Engineer

Target Section
☐ Consent Agenda
 ☒ Timed Agenda
☐ Item for Consideration

Department (please use dropdown to select department) *

HIGHWAY

Time Required:

3

Originator

SCB7391

Item Details

Board Action Requested (this is what will appear on the Agenda) *

Adopt Resolution 26-41, Authorize Signature to Enter into Minnesota Department of Transportation Contract #1062568

Short Title (what will appear on Agenda outline – 250 character max.) *

Adopt Resolution 26-41, Authorize Signature to Enter into Minnesota Department of Transportation Contract #1062568

Value Stream the request primarily aligns with:

Develop County Infrastructure

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

The agreement outlines the scope of work, deliverables and county cost share to construct infrastructure improvements.

Describe the impact on staffing resources.

Staff time to administer the contract.

Fiscal Impact:

\$1,250,000 Municipal CSAH Funds

Background/Justification:

The county's cost share is preliminary based on the engineers estimate for construction and is primarily the required local matches to the awarded grant funds, remainder of the design engineering and construction engineering costs after all the grants have been applied. Favorable bids will reduce the construction costs and excess funds can be applied to engineering costs.

CDS Federal Funds = \$3,700,000

CRP Funds = \$784,000

RHRR Funds = \$880,000

TED Funds = \$850,000

Attached: Resolution, Agreement

Route for Review and Approval

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

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

Document Name	Attachment Type
5.19.26.1062568 AGR WRIGHT COUNTY AND CLEARWATER.pdf	Attachment
26-41 MNDOT #1062568 – FLAT.pdf	Attachment

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision

Approved

Notes

Finance Review

Finance Decision

Approved

Notes

County Administrator Review

County Administrator Decision

Notes

MnDOT Contract No.: 1062568

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
AND
WRIGHT COUNTY
AND
CITY OF CLEARWATER
COOPERATIVE CONSTRUCTION
AGREEMENT**

State Project Number (SP):	<u>8611-32</u>
Trunk Highway Number (TH):	<u>24=240</u>
State Project Number:	<u>086-607-026</u>
Federal Project Number:	<u>CRP-CDS 8626(203)</u>
Lighting System Feed Point:	<u>"A"</u>

Original Amounts Encumbered**State RHRR Funds****\$880,000.00****State TED Funds****\$850,000.00****State Match to Federal Aid Funds****\$178,908.38****Federal Aid Funds****\$784,000.00**

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation (State), the City of Clearwater, acting through its City Council (City), and Wright County, acting through its Board of Commissioners (County).

Recitals

1. The County will perform grading, concrete and bituminous surfacing, roundabout, lighting, and ADA improvement construction and other associated construction upon, along, and adjacent to Trunk Highway No. 24 from 640 feet south of County State Aid Highway No. (CSAH) 7 to 330 feet south of County Road 145 and on County State Aid Highway No. 7 from Trunk Highway No. 24 to 650 feet east of Huber Avenue according to County-prepared plans, specifications, and special provisions designated by the State and the County as State Project No. 086-607-026 and by the State as State Project No. 8611-32 (TH 24=240) (Project); and
2. The County requests the State participate in the costs of the roundabout construction and the State is willing to participate in the costs of said construction and associated construction engineering as set forth in this Agreement; and
3. MnDOT Contract Number 1052257, which has been executed between the County and the State, appoints the State as the County'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 County; and
4. The State Federal-Aid funds will be paid to the County, up to a capped amount, under the Delegated Contract Process on a reimbursable basis after expenses have been incurred, as set forth in this Agreement; and
5. The County has applied for funding through the Minnesota Statutes §174.12 Transportation Economic Development (TED) Program allowing State Trunk Highway funds to be used for up to 70 percent of the total project costs, based on MnDOT's Cost Participation Policy.

-1-

Payable DCP and State Encumbering and Paying TH Portion

6. The State funds will be paid to the County, up to a capped amount, as set forth in this Agreement; and
7. The Catalog of Federal Domestic Assistance number or CFDA number is 20.205; and
8. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining, and improving the trunk highway system.

Agreement

1. Term of Agreement; Survival of Terms; Plans; Incorporation of Exhibits

- 1.1. *Effective Date.*** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. *Expiration Date.*** This Agreement will expire when all obligations have been satisfactorily fulfilled.
- 1.3. *Survival of Terms.*** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 2.4. State Ownership of Improvements; 5. Maintenance by the City; 6. Maintenance by the County; 10. Liability; Worker Compensation Claims; Insurance; 13. State Audits; 14. Government Data Practices; 16. Governing Law; Jurisdiction; Venue; and 18. Force Majeure.
- 1.4. *Plans, Specifications, and Special Provisions.*** State-approved County plans, specifications, and special provisions designated by the State and the County as State Project No. 086-607-026 and by the State as State Project No. 8611-32 (TH 24=240) are on file in the office of the County's Engineer and incorporated into this Agreement by reference (Project Plans).
- 1.5. *Duties of the County.*** The County will perform all of its duties and obligations in MnDOT Contract No. 1052257, which is incorporated herein by reference, in the solicitation, letting, award, and administration of the construction of the Project.
- 1.6. *Exhibits.*** The Preliminary Schedule "I" is attached and incorporated into this Agreement.

2. Right-of-Way Use

- 2.1. *Limited Right to Occupy.*** The State grants to the County (and its contractors and consultants) the right to occupy Trunk Highway Right-of-Way as necessary to perform the work described in the Project Plans. This right is limited to the purpose of constructing the Project, and administering such construction, and may be revoked by the State at any time, with or without cause. Cause for revoking this right of occupancy includes, but is not limited to, breaching the terms of this or any other agreement (relevant to this Project) with the State, failing to provide adequate traffic control or other safety measures, failing to perform the construction properly and in a timely manner, and failing to observe applicable environmental laws or terms of applicable permits. The State will have no liability to the County (or its contractors or consultants) for revoking this right of occupancy.
- 2.2. *State Access; Suspension of Work; Remedial Measures.*** The State's District Engineer or assigned representative retains the right to enter and inspect the Trunk Highway Right-of-Way (including the construction being performed on such right-of-way) at any time and without notice to the County or its contractor. If the State determines (in its sole discretion) that the construction is not being performed in a proper or timely manner, or that environmental laws (or the terms of permits) are not being complied with, or that traffic control or other necessary safety measures are not being properly implemented, then the State may notify and require the County (and its contractors and consultants) to suspend their operations until the County (and its contractors and consultants) take all necessary actions to rectify the

situation to the satisfaction of the State. The State will have no liability to the County (or its contractors or consultants) for exercising or failing to exercise its rights under this provision.

- 2.3. *Traffic Control; Worker Safety.*** While the County (and its contractors and consultants) are occupying the State's Right-of-Way, they must comply with the approved traffic control plan, and with applicable provisions of the Work Zone Field Handbook (<http://www.dot.state.mn.us/trafficeng/workzone/index.html>). All City, County, contractor, and consultant personnel occupying the State's Right-of-Way must be provided with required reflective clothing and hats.
- 2.4. *State Ownership of Improvements.*** The State will retain ownership of its Trunk Highway Right-of-Way, including any improvements made to such right-of-way under this Agreement, unless otherwise noted. The warranties and guarantees made by the County's contractor with respect to such improvements (if any) will flow to the State. The County will assist the State, as necessary, to enforce such warranties and guarantees, and to obtain recovery from the County's consultants, and contractor (including its sureties) for non-performance of contract work, for design errors and omissions, and for defects in materials and workmanship. Upon request of the State, the County will undertake such actions as are reasonably necessary to transfer or assign contract rights to the State and to permit subrogation by the State with respect to claims against the County's consultants and contractors.
- 2.5. *Utility Relocation.*** The State authorizes the County to issue Notices and Orders for utility relocation in accordance with Minnesota Statutes §161.45 and Minnesota Rules Part 8810.3100 through 8810.3600.

3. Contract Award and Construction

- 3.1. *Bids and Award.*** The County will receive bids and award a construction contract to the lowest responsible bidder (or best value proposer), subject to concurrence by the State in that award, according to the Project Plans. The contract construction will be performed according to the Project Plans.
- 3.2. *Bid Documents Furnished by the County.*** The County will, within seven days of opening bids for the construction contract, submit to the State's District Engineer a copy of the low bid and an abstract of all bids together with the County's request for concurrence by the State in the award of the construction contract. The County will not award the construction contract until the State advises the County in writing of its concurrence.
- 3.3. *Rejection of Bids.*** The County may reject and the State may require the County to reject any or all bids for the construction contract. The party rejecting or requiring the rejection of bids must provide the other party written notice of that rejection or requirement for rejection no later than 30 days after opening bids. Upon the rejection of all bids, a party may request, in writing, that the bidding process be repeated. Upon the other party's written approval of such request, the County will repeat the bidding process in a reasonable period of time, without cost or expense to the State.
- 3.4. *Contract Terms.*** The County's contract with its construction contractor(s) must include the following terms:
- A.** A clause making the State of Minnesota, acting through its Commissioner of Transportation, an intended third-party beneficiary of the contract with respect to the portion of work performed on the State's Right-of-Way; and
 - B.** A clause requiring the State to be named as an additional insured on any insurance coverage which the contractor is required to provide; and
 - C.** A clause stating that any warranties provided by the contractor, for the work performed on the trunk highway, will flow to, and be enforceable by, the State as the owner of such improvements.

3.5. Direction, Supervision, and Inspection of Construction

- A. The contract construction will be under the direction of the County and under the direct supervision of a registered professional engineer. The supervision provided by the County may only be assigned, sublet, or transferred after the County is notified in writing by the State that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This written consent will in no way relieve the County from its primary responsibility for satisfactory performance of the contract construction. The County will provide a County-employed registered professional engineer to oversee the contract construction, if the same consultant that designed the Project employs the engineer supervising the contract construction directly.
- B. The State will be the primary overseer of the contract construction and a State District Engineer authorized representative will perform regular periodic inspections during construction. The County will give the District Engineer at Brainerd five days' notice of its intention to start the contract construction.
- C. The County will notify the Independent Assurance Inspector when the contract construction is in progress that requires observation by the Independent Assurance Inspector as required by the Independent Assurance Schedule. Responsibility for the control of materials for the contract construction will be on the County and its contractor and will be carried out according to Specifications No. 1601 through and including No. 1609 in the State's current *Standard Specifications for Construction*.

3.6. Contaminated Soils and Groundwater within the State's Cost Participation Limits

- A. **24 Hour Notification.** The County will notify the State District Engineer's authorized representative a minimum of 24 hours prior to the contractor beginning the excavation and removal of any contaminated soils that have been identified within the Project limits.
- B. **Immediate Notification.** The County will notify the State District Engineer's authorized representative immediately upon the contractor encountering contaminated soils and/or groundwater in areas that are within the Project limits. The County will confer with the State as to the handling, disposal, and any other issues related to contaminated materials found on State Right-of-Way or import of materials onto State Right-of-Way.
- C. **Environmental Consultant.** The County will provide for an Environmental Consultant to be on site to observe and document the excavation, handling and disposal of contaminated soils that have been identified within the Project limits. If the contractor encounters contaminated materials in areas not previously identified and upon notification by the County to the State, the County hired Environmental Consultant will be provided to collect and analyze soil and/or groundwater samples to determine contaminant levels, work with the landfill for disposal of the soil waste, and provide oversight of any soil and groundwater handling and disposal. The County will not allow the contractor to excavate any contaminated soil unless the Environmental Consultant is present.

3.7. Completion of Construction. The County will cause the contract construction to be started and completed according to the time schedule in the construction contract special provisions. The completion date for the contract construction may be extended, by an exchange of letters between the appropriate County official and the State District Engineer's authorized representative, for unavoidable delays encountered in the performance of the contract construction.

3.8. Plan Changes. All changes in the Project Plans and all addenda, change orders, supplemental agreements, and work orders entered into by the County and its contractor for contract construction must be approved in writing by the State District Engineer's authorized representative.

3.9. State Furnished Engineering Services. Upon written request from the County, the State may furnish specific engineering or technical services, pursuant to Minnesota Statutes § 161.39. Such services may be covered by other technical services agreements. The County will pay the State to reimburse the Trunk Highway Fund for the full cost and expense of furnishing such services upon the State's requests for reimbursement. The costs and expenses will include the current State labor additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit. Providing such services will not make the State a principal or co-principal with respect to liability regarding the contract construction.

3.10. Compliance with Laws, Ordinances, and Regulations

- A. The County will comply and cause its contractor to comply with all Federal, State, and Local laws, and all applicable ordinances and regulations. With respect only to that portion of work performed on the State's Trunk Highway Right-of-Way, the County will not require the contractor to follow local ordinances or to obtain local permits.
- B. County treatment of all public, private, or cooperatively owned utility facilities which directly or indirectly serve the public and which occupy highway rights of way will conform to 23 CFR 645 "Utilities" which is incorporated into this Agreement by reference.

3.11. Construction Documents Furnished by the County. The County will keep records and accounts that enable it to provide the State, when requested, with the following:

- A. Copies of the County contractor's invoice(s) covering all contract construction.
- B. Copies of the endorsed and canceled County warrant(s) or check(s) paying for final contract construction, or computer documentation of the warrant(s) issued, certified by an appropriate County official that final construction contract payment has been made.
- C. Copies of all construction contract change orders, supplemental agreements, and work orders.
- D. A certification form, provided by the State, signed by the County's Engineer in charge of the contract construction attesting to the following:
 - i. Satisfactory performance and completion of all contract construction according to the Project Plans.
 - ii. Acceptance and approval of all materials furnished for the contract construction relative to compliance of those materials to the State's current *Standard Specifications for Construction*.
 - iii. Full payment by the County to its contractor for all contract construction.
- E. Copies, certified by the County's Engineer, of material sampling reports and of material testing results for the materials furnished for the contract construction.
- F. A copy of the "As Built" plan sent to the District Engineer.

4. Right-of-Way; Easements; Permits

4.1. The County will obtain all rights-of-way, easements, construction permits, and any other permits and sanctions that may be required in connection with the local and trunk highway portions of the contract construction. Before payment by the State, the County will furnish the State with certified copies of the documents for rights-of-way and easements, construction permits, and other permits and sanctions required for State participation construction covered under this Agreement.

- 4.2. The County will convey to the State by quit claim deed, all newly acquired rights needed for the continuing operation and maintenance of the Trunk Highway, if any, upon completion of the Project, at no cost or expense to the State.
- 4.3. The County will comply with Minnesota Statutes § 216D.04, subdivision 1(a), for identification, notification, design meetings, and depiction of utilities affected by the contract construction.

5. Maintenance by the City

Upon completion of the Project, the City will provide the following without cost or expense to the State:

- 5.1. **Municipal Utilities.** Maintenance of any municipal-owned utilities construction, without cost or expense to the State.
- 5.2. **Sidewalks.** Maintenance of any sidewalk construction, including stamped and colored concrete sidewalk (if any) and pedestrian ramps. Maintenance includes, but is not limited to, snow, ice and debris removal, patching, crack repair, panel replacement, cross-street pedestrian crosswalk markings, vegetation control of boulevards (if any), and any other maintenance activities necessary to perpetuate the sidewalks in a safe, useable, and aesthetically acceptable condition.
- 5.3. **Shared Use Path.** The City will provide routine and minor maintenance of the Shared Use Path on TH 24 Right-of-Way. Routine and minor maintenance may include, but are not limited to, snow and ice control/removal, sweeping and debris removal, patching, crack repair, replacement of failing section(s) of pavement, vegetation control, signing, pavement markings, and any other maintenance activities necessary to perpetuate the Shared Use Path in a safe, usable, and aesthetically acceptable condition as determined by the State's District Maintenance Engineer and all applicable laws including, but not limited to, the Americans with Disabilities Act ("ADA"). If the City fails to perform its maintenance services under this Agreement in compliance with applicable laws, the State will provide the City with a notice of non-compliance. Within three business days of sending the notice of non-compliance, the State's District Maintenance Engineer and the City Engineer will meet to discuss the City performance of maintenance and decide upon next steps to remedy any non-compliant performance. If the parties cannot agree upon a remedy, the State may perform such obligation and the City will reimburse the State for the cost thereof, plus 10 percent of such cost for overhead and supervision within 30 days of receipt of the State's invoice. The State and the City agree that full pavement replacement is outside of routine and minor maintenance, and the State and the City will share in the cost of pavement replacement according to the State's Cost Participation and Maintenance Responsibilities with Local Units of Government Manual, as amended or revised.
 - A. **State Right-of-Way Access.** The State authorizes the City to enter upon State Right-of-Way to perform the Shared Use Path maintenance. The City must notify and coordinate with the State's District Maintenance Engineer prior to accessing State Right-of-Way. While the City is occupying the State's Right-of-Way, they must comply with the approved traffic control plan, and with applicable provisions of the Work Zone Field Handbook (<http://www.dot.state.mn.us/trafficeng/workzone/index.html>). All City personnel occupying the State's Right-of-Way must be provided with required reflective clothing and hats.
 - B. **Environmental.** The City will not dispose of any materials regulated by any governmental or regulatory agency onto the ground, or into any body of water, or into any container on the State's Right-of-Way. In the event of spillage of regulated materials, the City will immediately notify the State's Authorized Representative in writing and will provide for cleanup of the spilled material and any materials contaminated by the spillage in accordance with all applicable federal, state, and local laws and regulations, at the sole expense of the City.

- 5.4. Lighting.** Maintenance of lighting at and approaching the roundabout, including all legs and within the roundabout, will be shared between the State and the City. The City will be responsible for the hook up cost and application to secure an adequate power supply to the service pad or pole and will pay all monthly electrical service expenses necessary to operate the lighting facility. The City will be responsible for minor maintenance, including, but not limited to re-lamping or LED luminaire replacement, repair or replacement of all damaged luminaire glassware, luminaires when damaged or when ballasts fail, photoelectric control on luminaires, GFCI receptables, and painting of poles and other equipment, if applicable, for the entire system. The State will be responsible for major maintenance, including, but not limited to Gopher State One Call (GSOC) locates, knocked down poles including wiring within the poles, damaged poles, pull boxes, underground wire, loose connections, damaged foundations, defective starter boards or drivers, damaged fuse holders, and blown fuses for the entire system.
- 5.5. Additional Drainage.** No party to this Agreement will drain any additional drainage volume into the storm sewer facilities constructed under the construction contract that was not included in the drainage for which the storm sewer facilities were designed, without first obtaining written permission to do so from the other party. The drainage areas served by the storm sewer facilities constructed under the construction contract are shown in a drainage area map, Exhibit "Drainage Area," which is on file in the office of the State's District Hydraulics Engineer at Brainerd and is incorporated into this Agreement by reference.

6. Maintenance by the County

Upon completion of the Project, the County will provide the following without cost or expense to the State:

6.1. Roundabout on TH 24

- A. Roundabout Approaches.** Maintenance of CSAH 7 approaches up to the curb line of the outer circle of the TH 24 roundabout. Maintenance includes, but is not limited to, snow, ice and debris removal, resurfacing, seal coating, and any other maintenance activities according to accepted County maintenance practices.
- B. Roundabout Circle.** Maintenance of the roundabout circle on TH 24 at CSAH 7. The State and County will provide for snow, ice and debris removal of the roadway portion of the roundabout circle in conjunction with ongoing maintenance activities of their respective roadway approaches to the roundabout circle. The State will provide for resurfacing, seal coating, and any other maintenance activities necessary to perpetuate the roadway portion of the roundabout circle in a safe and usable condition.
- C. Roundabout Landscaping.** Maintenance of any landscaping in the TH 24 at CSAH 7 roundabout. Maintenance includes but is not limited to, vegetation control, litter and debris removal, removal and replacement of all dead or diseased plantings, and any other maintenance activities necessary to perpetuate the landscaping in a safe, usable, and aesthetically acceptable condition.

- 6.2. Storm Sewers.** Routine maintenance of any storm sewer facilities construction. Routine maintenance includes, but is not limited to, removal of sediment, debris, vegetation, and ice from grates and catch basins, and any other maintenance activities necessary to preserve the facilities and to prevent conditions such as flooding, erosion, or sedimentation, this also includes informing the District Maintenance Engineer of any needed repairs.
- 6.3. Additional Drainage.** No party to this Agreement will drain any additional drainage volume into the storm sewer facilities constructed under the construction contract that was not included in the drainage for which the storm sewer facilities were designed, without first obtaining written permission to do so from the other party. The drainage areas served by the storm sewer facilities constructed under the

construction contract are shown in a drainage area map, Exhibit "Drainage Area," which is on file in the office of the State's District Hydraulics Engineer at Brainerd and is incorporated into this Agreement by reference.

7. State Cost and Payment by the State

7.1. State Cost. The State's cost for roundabout construction cost is defined in the construction plan and the attached Schedule "I" and is reflective of the Participation Distribution prepared by the Office of State Aid for Local Transportation. Upon review of the construction contract bid documents described in Article 3.2, the State will decide whether to concur in the County's award of the construction contract and, if so, prepare a Revised Schedule "I" based on construction contract construction items, quantities, and unit prices, which will replace and supersede the Preliminary Schedule "I" as part of this Agreement. The contingency amount is provided to cover the cost difference between the Preliminary Schedule "I" and the Revised Schedule "I", overruns of the Project Plans' estimated quantities of State participation construction, and State approved additional construction including construction engineering costs.

- A. Federal-Aid Funds and State Match to the Federal-Aid Funds.** \$784,000.00 is the CRP Federal-Aid funded portion and \$178,908.38 is the State Match to the CRP Federal-Aid funds of the State construction cost share and will be paid to the County through the State Aid Finance Office under the Delegated Contract Process (State Aid Manual, Chapter 5.3). The Federal-Aid funds available for the State cost share will be capped upon award of the construction contract.
- B. State Funded.** \$850,000.00 is the capped amount of State TED funds, and \$880,000.00 is the capped amount of State RHRR funds for the construction and the State funded construction engineering cost share. The State will pay the County the State funded portion of the State construction cost share and the State funded construction engineering as shown on the Revised Schedule "I", which does not include the contingency amount, according to the Payment Schedule below and after the following conditions have been met:
- i. Encumbrance by the State of the State's full and complete State funded cost share and State funded construction engineering.
 - ii. Approval by the State's Land Management Director at Saint Paul of certified documentation, submitted by the County, for all right-of-way and easement acquisitions required for the contract construction.
 - iii. Execution of this Agreement and transmittal to the County.
 - iv. The State's receipt of a written request from the County for the advancement of funds. The request will include documentation to substantiate the trunk highway eligible Preliminary Engineering costs, and certification by the County that all necessary parties have executed the construction contract.

Payment Schedule for State Funds

1st Payment = 50 Percent of the State's total TED-funded construction cost share, plus 100 percent of the TED-funded preliminary engineering cost share, plus 100 percent of the RHRR-funded construction cost share, upon award of the construction contract.

2nd Payment = The remainder of State's total TED-funded construction cost share upon completion of 50 percent of the contract construction.

7.2. Available Funding. TED Program funds allow State Trunk Highway funds to be used for up to 70 percent of the total project costs based on MnDOT's Cost Participation Policy.

- 7.3. *Reporting of Economic Benefits.*** The County will provide an annual report on the economic benefits that have materialized, including the increase in jobs, in tax base and property development. This report must be provided annually on January 1st of each year for a period of five years after the completion of construction. This report will be provided to the Transportation Economic Development Coordinator at MnDOT.
- 7.4. *Preliminary Engineering.*** The State will pay for trunk highway eligible preliminary engineering costs up to capped amount of available TED funds.
- 7.5. *Construction Engineering Costs.*** The State will pay a construction engineering charge up to 8 percent of the eligible construction covered under this Agreement, up to the capped amounts RHRR Funds and TED Funds, as shown in the Schedule "I". Construction Engineering funded by TED Funds can be applied to the State's participating construction cost share. Construction engineering funded by RHRR Funds can be applied to Trunk Highway eligible construction costs.
- 7.6. *Limitations of State Payment; No State Payment to Contractor.*** The State's participation in the contract construction is limited to the amounts shown in Article 7.1, and the State's participation will not change except by a mutually agreed written amendment to this Agreement. The State's payment obligation extends only to the County. The County's contractor is not intended to be and will not be deemed to be a third-party beneficiary of this Agreement. The County's contractor will have no right to receive payment from the State. The State will have no responsibility for claims asserted against the County by the County's contractor.
- 7.7. *Final Payment by the State.*** Upon completion of all contract construction, the State will prepare a Final Schedule "I" in conjunction with the Delegated Contract Process. The Final Schedule "I" will be based on final quantities and include all State participation construction items and the construction engineering cost share covered under this Agreement. If the final cost of the State participation construction exceeds the amount of funds advanced by the State, the State will pay the difference to the County without interest. If the final cost of the State participation construction is less than the amount of funds advanced by the State, the County will refund the difference to the State without interest.

The State and the County waive claims for any payments or refunds less than \$5.00 according to Minnesota Statutes § 15.415.

8. 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.

8.1. The State's Authorized Representative will be:

Name, Title: Malaki Ruranika, Cooperative Agreements Engineer (or successor)
 Address: 395 John Ireland Boulevard, Mailstop 682, Saint Paul, MN 55155
 Telephone: (651) 366-4634
 Email: malaki.ruranika@state.mn.us

8.2. The County's Authorized Representative will be:

Name, Title: Chad Hausmann, County Highway Engineer (or successor)
 Address: 3600 Braddock Avenue Northeast, Buffalo, MN 55313
 Telephone: (763) 682-7388
 Email: chad.hausmann@co.wright.mn.us

8.3. The City's Authorized Representative will be:

Name, Title: Annita Smythe, City Administrator (or successor)
 Address: 605 County Road 75, Clearwater, MN 55320
 Telephone: (320) 558-2428
 Email: asmythe@clearwatercity.com

9. Assignment; Amendments; Waiver; Contract Complete

- 9.1. Assignment.** No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office. The foregoing does not prohibit the City or the County from contracting with a third-party to perform the respective City or County maintenance responsibilities covered under this Agreement.
- 9.2. 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.
- 9.3. 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.
- 9.4. Contract Complete.** This Agreement contains all prior negotiations and agreements between the State, the City, and the County. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

10. Liability; Worker Compensation Claims; Insurance

- 10.1.** Each party is responsible for its own acts, omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of the City and the County. Notwithstanding the foregoing, the City or the County will indemnify, hold harmless, and defend (to the extent permitted by the Minnesota Attorney General) the State against any claims, causes of actions, damages, costs (including reasonable attorney's fees), and expenses arising in connection with the Project covered by this Agreement, regardless of whether such claims are asserted by the City's or the County's contractor(s) or consultant(s) or by a third party because of an act or omission by the City, the County or its contractor(s) or consultant(s).
- 10.2.** Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.
- 10.3.** The County may require its contractor to carry insurance to cover claims for damages asserted against the County's contractor.

11. Nondiscrimination

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

12. Title VI/Non-discrimination Assurances

The City and the County agree to comply with all applicable USDOT Standard Title VI/Non-Discrimination Assurances contained in USDOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. If federal funds are included in this Agreement, the City and the County will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. The State may conduct a review of the

City's and the County's compliance with this provision. The City and the County must cooperate with the State throughout the review process by supplying all requested information and documentation to the State, making City or County staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by the State.

13. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the City's and the County's books, records, documents, accounting procedures, and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

14. Government Data Practices

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

15. Telecommunications Certification

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

16. Governing Law; Jurisdiction; Venue

Minnesota law governs the validity, interpretation, and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

17. Termination; Suspension

17.1. By Mutual Agreement. This Agreement may be terminated by mutual agreement of the parties or by the State for insufficient funding as described below.

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

17.3. Suspension. In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities, performance, and payments authorized through this Agreement. Any work performed during a period of suspension will be considered unauthorized work and will be undertaken at the risk of non-payment.

18. Force Majeure

No party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance) if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

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MnDOT Contract No.: 1062568

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: 3000878593

WRIGHT COUNTY

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

Recommended for Approval:

By: _____
(District Engineer)

Date: _____

Approved:

By: _____
(State Design Engineer)

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
(With Delegated Authority)

Date: _____

INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

MnDOT Contract No.: 1062568

CITY OF CLEARWATER

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: _____

INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

PRELIMINARY SCHEDULE "I"**Agreement No. 1062568****Wright County**

SP 8611-32 (TH 24=240)
 SP 086-607-026 (CSAH 7)
 Fed. Proj. CRP-CDS 8626(203)

Preliminary: May 5, 2026

Grading, concrete and bituminous surfacing, roundabout, lighting, and ADA improvement construction performed under
 County contract with _____

located on TH 24 from 640 feet south of CSAH 7 to 330 feet south of County Road 145, and on CSAH 7 from TH 24 to 650 feet east of Huber Avenue

STATE COST PARTICIPATION

	TOTALS	RHRR	TED	Federal Match	Federal CRP
TH 24 Roundabout (From Sheet No. 6)	1,808,927.37	632,198.72	213,820.27	178,908.38	784,000.00
CSAH 7 Roundabout (From Sheet No. 10)	45,497.69	45,497.69			
Construction Subtotals		\$677,696.41	\$213,820.27	\$178,908.38	\$784,000.00
Anticipated Total State Construction Costs	\$1,854,425.06				
Construction Engineering (8% CE) (From Sheet No. 6)	347,017.78	202,303.59	144,714.19		
Preliminary Engineering	356,142.00		356,142.00		
Total State Cost (Construction + Engineering Subtotals)	\$2,557,584.84	\$880,000.00	\$714,676.46	\$178,908.38	\$784,000.00
(1) Contingency Amount		0.00	135,323.54	0.00	0.00
Total State Encumbrance	\$2,692,908.38	\$880,000.00	\$850,000.00	\$178,908.38	\$784,000.00

(1) For the State's use only as described in Article 7.1 of the Agreement

STATE PAYMENT SCHEDULE (2)

1st Payment (RHRR construction + Partial TED, upon Award)	\$1,140,748.54
2nd Payment (Remaining TED, upon 50% completion)	\$106,910.14
Final Payment (estimated)	\$347,017.78

(2) Payment Schedule described in Article 7.1.B of the Agreement

(1) 81.42% FEDERAL CRP/18.58% STATE MATCH (capped), THEN 80% FEDERAL CDS/20% RHRR (capped), THEN 100% STATE TED (capped),
 THEN 100% STATE RHRR (capped), REMAINDER 100% COUNTY

1062568

(P) = PLAN QUANTITY

ITEM NUMBER	SP 8611-32, SP 086-607-026 WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (1)
2011.601	AS BUILT	LUMP SUM	0.60	4,500.00	2,700.00
2021.501	MOBILIZATION	LUMP SUM	0.72	275,000.00	198,000.00
2031.502	COMBINATION FIELD LABORATORY-OFFICE	EACH	0.72	30,000.00	21,600.00
2051.501	MAINT & RESTORATION OF HAUL ROADS	LUMP SUM	0.50	1,000.00	500.00
2101.502	CLEARING	EACH	11.00	500.00	5,500.00
2101.502	GRUBBING	EACH	11.00	500.00	5,500.00
2101.505	CLEARING	ACRE	0.40	2,500.00	1,000.00
2101.505	GRUBBING	ACRE	0.40	2,500.00	1,000.00
2102.503	PAVEMENT MARKING REMOVAL	LIN FT	7,398.00	1.00	7,398.00
2104.502	REMOVE PIPE APRON	EACH	14.00	250.00	3,500.00
2104.502	REMOVE GUIDE POST	EACH	5.00	200.00	1,000.00
2104.502	REMOVE WOOD POLE	EACH	1.00	500.00	500.00
2104.502	REMOVE SIGN	EACH	16.00	80.00	1,280.00
2104.502	REMOVE MAIL BOX SUPPORT	EACH	2.00	150.00	300.00
2104.502	SALVAGE CASTING	EACH	2.00	350.00	700.00
2104.502	SALVAGE SIGN	EACH	4.00	150.00	600.00
2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	51.00	6.00	306.00
2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	LIN FT	3,048.00	3.00	9,144.00
2104.503	REMOVE SEWER PIPE (STORM)	LIN FT	536.00	25.00	13,400.00
2104.503	REMOVE CURB & GUTTER	LIN FT	319.00	8.00	2,552.00
2104.503	REMOVE CONDUIT SYSTEM	LIN FT	86.00	7.00	602.00
2104.503	REMOVE DIRECT BURIED LIGHTING CABLE	LIN FT	290.00	2.00	580.00
2104.504	REMOVE CONCRETE PAVEMENT	SQ YD	36.00	20.00	720.00
2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	257.00	9.00	2,313.00
2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	24,168.00	5.00	120,840.00
2104.504	REMOVE BITUMINOUS SHOULDER PAVEMENT	SQ YD	2,636.00	4.50	11,862.00
2106.507	EXCAVATION - COMMON (P)	CU YD	17,637.00	10.00	176,370.00
2106.507	EXCAVATION - SUBGRADE (P)	CU YD	9,406.00	12.00	112,872.00
2106.507	SELECT GRANULAR EMBANKMENT (CV) (P)	CU YD	13,817.00	22.00	303,974.00
2106.507	COMMON EMBANKMENT (CV) (P)	CU YD	13,068.00	8.00	104,544.00
2118.507	AGGREGATE SURFACING (CV) CLASS 1	CU YD	120.00	90.00	10,800.00
2123.610	STREET SWEEPER (WITH PICKUP BROOM)	hour	10.00	250.00	2,500.00
2130.523	WATER	M GALLON	4.00	100.00	400.00
2211.507	AGGREGATE BASE (CV) CLASS 6 (P)	CU YD	5,473.00	35.00	191,555.00

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 Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13.

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 THEN 100% STATE RHRR (capped), REMAINDER 100% COUNTY

1062568

(P) = PLAN QUANTITY

ITEM NUMBER	SP 8611-32, SP 086-607-026 WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (1)
2301.502	DOWEL BAR	EACH	5,445.00	11.00	59,895.00
2301.504	CONCRETE PAVEMENT 8.5" (P)	SQ YD	8,249.00	110.00	907,390.00
2301.508	SUPPLEMENTAL PAVEMENT REINFORCEMENT	POUND	8,105.00	2.80	22,694.00
2357.606	BITUMINOUS MATERIAL FOR SHOULDER TACK	GALLON	49.00	3.50	171.50
2360.509	TYPE SP 9.5 WEARING COURSE MIX (4,C)	TON	394.00	100.00	39,400.00
2360.509	TYPE SP 12.5 NON WEAR COURSE MIX (4,B)	TON	2,942.00	100.00	294,200.00
2501.502	15" CS PIPE APRON	EACH	1.00	400.00	400.00
2501.502	18" CS PIPE APRON	EACH	2.00	500.00	1,000.00
2501.502	15" RC PIPE APRON	EACH	1.00	1,100.00	1,100.00
2501.502	24" RC PIPE APRON	EACH	3.00	1,500.00	4,500.00
2501.502	15" CS SAFETY APRON	EACH	3.00	800.00	2,400.00
2501.502	18" CS SAFETY APRON	EACH	4.00	1,000.00	4,000.00
2501.503	18" CAS PIPE CULVERT	LIN FT	71.00	60.00	4,260.00
2501.503	15" CS PIPE CULVERT	LIN FT	176.00	65.00	11,440.00
2501.503	18" CS PIPE CULVERT	LIN FT	195.00	75.00	14,625.00
2502.503	4" TP PIPE DRAIN	LIN FT	95.00	15.00	1,425.00
2502.503	4" PERF TP PIPE DRAIN	LIN FT	2,908.00	15.00	43,620.00
2503.503	15" RC PIPE SEWER DES 3006 CL IV	LIN FT	296.00	80.00	23,680.00
2503.503	18" RC PIPE SEWER DES 3006 CL III	LIN FT	626.00	85.00	53,210.00
2503.503	24" RC PIPE SEWER DES 3006 CL III	LIN FT	920.00	110.00	101,200.00
2503.602	CONNECT TO EXISTING STORM SEWER	EACH	1.00	3,000.00	3,000.00
2503.602	INSPECTION HOLE	EACH	4.00	500.00	2,000.00
2506.502	CASTING ASSEMBLY	EACH	27.00	1,200.00	32,400.00
2506.502	INSTALL CASTING	EACH	2.00	500.00	1,000.00
2506.503	CONST DRAINAGE STRUCTURE DESIGN G	LIN FT	26.00	1,250.00	32,500.00
2506.503	CONST DRAINAGE STRUCTURE DESIGN SD-48	LIN FT	10.00	1,000.00	10,000.00
2506.503	CONST DRAINAGE STRUCTURE DES 48-4020	LIN FT	75.00	650.00	48,750.00
2506.503	RECONSTRUCT DRAINAGE STRUCTURE	LIN FT	4.00	1,500.00	6,000.00
2511.504	GEOTEXTILE FILTER TYPE 4	SQ YD	59.00	5.00	295.00
2511.507	RANDOM RIPRAP CLASS III	CU YD	16.00	150.00	2,400.00
2521.518	6" CONCRETE WALK	SQ FT	20,200.00	10.00	202,000.00
2521.518	7" CONCRETE WALK	SQ FT	3,669.00	12.00	44,028.00
2521.518	3" BITUMINOUS WALK	SQ FT	14,310.00	2.25	32,197.50
2521.602	DRILL & GROUT REINF BAR (EPOXY COATED)	EACH	155.00	20.00	3,100.00

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 THEN 100% STATE RHRR (capped), REMAINDER 100% COUNTY

1062568

(P) = PLAN QUANTITY

ITEM NUMBER	SP 8611-32, SP 086-607-026 WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (1)
2521.618	CONCRETE CURB RAMP WALK	SQ FT	4,454.00	16.00	71,264.00
2531.503	CONCRETE CURB & GUTTER DESIGN SPECIAL	LIN FT	122.00	50.00	6,100.00
2531.503	CONCRETE CURB & GUTTER DESIGN B412	LIN FT	233.00	30.00	6,990.00
2531.503	CONCRETE CURB & GUTTER DESIGN B424	LIN FT	5,480.00	30.00	164,400.00
2531.503	CONCRETE CURB & GUTTER DESIGN R424	LIN FT	314.00	50.00	15,700.00
2531.503	CONCRETE CURB & GUTTER DESIGN S524	LIN FT	1,088.00	35.00	38,080.00
2531.504	8" CONCRETE DRIVEWAY PAVEMENT	SQ YD	23.00	115.00	2,645.00
2531.603	CONCRETE SILL	LIN FT	3,122.00	12.00	37,464.00
2531.618	TRUNCATED DOMES	SQ FT	252.00	70.00	17,640.00
2533.503	PORTABLE PRECAST CONC BARRIER DES 8337	LIN FT	4,438.00	15.00	66,570.00
2533.503	RELOCATE PORT PRECAST CONC BAR DES 8337	LIN FT	775.00	5.00	3,875.00
2540.602	MAIL BOX SUPPORT	EACH	1.00	250.00	250.00
2545.501	LIGHTING SYSTEM	LUMP SUM	0.88	258,000.00	227,040.00
2545.601	TEMPORARY LIGHTING SYSTEM	LUMP SUM	1.00	7,500.00	7,500.00
2554.602	GUIDE POST TYPE SPECIAL	EACH	4.00	100.00	400.00
2563.601	TRAFFIC CONTROL SUPERVISOR	LUMP SUM	0.70	10,000.00	7,000.00
2563.601	TRAFFIC CONTROL	LUMP SUM	0.72	65,000.00	46,800.00
2563.602	LINEAR DELINEATION PANEL	EACH	350.00	20.00	7,000.00
2563.602	PORTABLE BARRIER DELINEATOR	EACH	834.00	10.00	8,340.00
2563.602	TUBULAR MARKER	EACH	246.00	55.00	13,530.00
2563.602	REPLACE TUBULAR MARKER	EACH	49.00	35.00	1,715.00
2563.613	PORTABLE CHANGEABLE MESSAGE SIGN	UNIT DAY	50.00	100.00	5,000.00
2563.615	TEMPORARY IMPACT ATTENUATOR	ASSEMBLY	9.00	2,800.00	25,200.00
2563.615	RELOCATE TEMPORARY IMPACT ATTENUATOR	ASSEMBLY	4.00	600.00	2,400.00
2564.502	INSTALL SIGN	EACH	2.00	150.00	300.00
2564.502	DELINEATOR / MARKER PANEL	EACH	4.00	200.00	800.00
2564.518	SIGN	SQ FT	297.00	90.00	26,730.00
2573.501	STABILIZED CONSTRUCTION EXIT	LUMP SUM	0.50	10,000.00	5,000.00
2573.501	EROSION CONTROL SUPERVISOR	LUMP SUM	0.70	5,000.00	3,500.00
2573.502	STORM DRAIN INLET PROTECTION	EACH	28.00	250.00	7,000.00
2573.502	CULVERT END CONTROLS	EACH	5.00	250.00	1,250.00
2573.503	SILT FENCE, TYPE MS	LIN FT	4,614.00	3.00	13,842.00
2574.505	SUBSOILING	ACRE	5.00	300.00	1,500.00
2574.505	SOIL BED PREPARATION	ACRE	7.00	220.00	1,540.00

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 THEN 100% STATE RHRR (capped), REMAINDER 100% COUNTY

1062568

(P) = PLAN QUANTITY

ITEM NUMBER	SP 8611-32, SP 086-607-026 WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (1)
2574.508	FERTILIZER TYPE 1	POUND	464.00	2.00	928.00
2574.508	FERTILIZER TYPE 3	POUND	783.00	2.00	1,566.00
2574.508	FERTILIZER TYPE 4	POUND	117.00	2.00	234.00
2575.504	RAPID STABILIZATION METHOD 4	SQ YD	4,739.00	4.00	18,956.00
2575.504	ROLLED EROSION PREVENTION CATEGORY 10	SQ YD	17,245.00	3.00	51,735.00
2575.504	ROLLED EROSION PREVENTION CATEGORY 25	SQ YD	4,739.00	3.00	14,217.00
2575.505	SEEDING	ACRE	5.00	350.00	1,750.00
2575.505	WEED SPRAYING	ACRE	2.00	50.00	100.00
2575.506	WEED SPRAY MIXTURE	GALLON	1.00	50.00	50.00
2575.523	RAPID STABILIZATION METHOD 3	M GALLON	21.00	650.00	13,650.00
2575.608	SEED SOUTHERN BOULEVARD	POUND	212.00	10.00	2,120.00
2575.608	SEED SANDY INSLOPE	POUND	85.00	10.00	850.00
2575.608	SEED SOUTHERN TALLGRASS ROADSIDE	POUND	50.00	20.00	1,000.00
2581.503	6" REMOVABLE PREFORM PAVEMENT MARKING TAPE WR	LIN FT	5,135.00	2.00	10,270.00
2581.603	REMOVABLE PREFORMED PLASTIC MASK (BLACK)	LIN FT	4,412.00	2.50	11,030.00
2582.503	MOBILE RETROREFLECTOMETER MEASUREMENTS	LIN FT	8,645.00	0.15	1,296.75
2582.503	6" SOLID LINE PAINT (WR)	LIN FT	19,540.00	0.60	11,724.00
2582.503	6" DOTTED LINE PAINT (WR)	LIN FT	709.00	0.50	354.50
2582.503	6" DBLE SOLID LINE PAINT (WR)	LIN FT	2,493.00	2.00	4,986.00
2582.503	6" SOLID LINE MULTI COMP GR IN (WR)	LIN FT	1,352.00	0.75	1,014.00
2582.503	6" BROKEN LINE MULTI COMP GR IN (WR)	LIN FT	18.00	1.00	18.00
2582.503	6" DBLE SOLID LINE MULTI COMP GR IN (WR)	LIN FT	480.00	1.50	720.00
2582.503	6" SOLID LINE MULTI COMP GR IN (WR) CONT	LIN FT	6,680.00	0.75	5,010.00
2582.503	6" DOTTED LINE MULTI COMP GR IN (WR) CONT	LIN FT	33.00	1.00	33.00
2582.503	24" SOLID LINE PREF THERMO GR IN	LIN FT	41.00	12.00	492.00
2582.518	PAVT MSSG PREF THERMO GR IN CONT	SQ FT	110.00	20.00	2,200.00
2582.518	CROSSWALK PREF THERMO GR IN CONT	SQ FT	220.00	16.00	3,520.00
	[The remainder of this page has been intentionally left blank]				

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 Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13.

(2) 80% FEDERAL CDS/20% COUNTY (capped), THEN 100% RHRR, REMAINDER 100% COUNTY

1062568

(P) = PLAN QUANTITY

ITEM NUMBER	SP 086-607-026 WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (2)
2011.601	AS BUILT	LUMP SUM	0.40	4,500.00	1,800.00
2021.501	MOBILIZATION	LUMP SUM	0.26	275,000.00	71,500.00
2031.502	COMBINATION FIELD LABORATORY-OFFICE	EACH	0.26	30,000.00	7,800.00
2051.501	MAINT & RESTORATION OF HAUL ROADS	LUMP SUM	0.50	1,000.00	500.00
2102.503	PAVEMENT MARKING REMOVAL	LIN FT	620.00	1.00	620.00
2104.502	REMOVE PIPE APRON	EACH	8.00	250.00	2,000.00
2104.502	REMOVE LIGHTING UNIT	EACH	2.00	500.00	1,000.00
2104.502	REMOVE SIGN	EACH	9.00	80.00	720.00
2104.502	REMOVE HANDHOLE	EACH	3.00	350.00	1,050.00
2104.502	REMOVE LIGHT FOUNDATION	EACH	2.00	450.00	900.00
2104.502	REMOVE POLE MOUNTED CABINET	EACH	1.00	200.00	200.00
2104.502	SALVAGE SIGN	EACH	4.00	150.00	600.00
2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	LIN FT	2,818.00	3.00	8,454.00
2104.503	REMOVE SEWER PIPE (STORM)	LIN FT	243.00	25.00	6,075.00
2104.503	REMOVE CURB & GUTTER	LIN FT	64.00	8.00	512.00
2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	579.00	9.00	5,211.00
2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	8,124.00	5.00	40,620.00
2104.504	REMOVE BITUMINOUS SHOULDER PAVEMENT	SQ YD	2,460.00	4.50	11,070.00
2106.507	EXCAVATION - COMMON (P)	CU YD	8,431.00	10.00	84,310.00
2106.507	EXCAVATION - SUBGRADE (P)	CU YD	6,173.00	12.00	74,076.00
2106.507	SELECT GRANULAR EMBANKMENT (CV) (P)	CU YD	6,348.00	22.00	139,656.00
2106.507	COMMON EMBANKMENT (CV) (P)	CU YD	9,144.00	8.00	73,152.00
2118.507	AGGREGATE SURFACING (CV) CLASS 1	CU YD	25.00	90.00	2,250.00
2123.610	STREET SWEEPER (WITH PICKUP BROOM)	hour	12.00	250.00	3,000.00
2130.523	WATER	M GALLON	4.00	100.00	400.00
2211.507	AGGREGATE BASE (CV) CLASS 6 (P)	CU YD	3,877.00	35.00	135,695.00
2301.502	DOWEL BAR	EACH	155.00	11.00	1,705.00
2301.504	CONCRETE PAVEMENT 8.5" (P)	SQ YD	290.00	110.00	31,900.00
2301.508	SUPPLEMENTAL PAVEMENT REINFORCEMENT	POUND	900.00	2.80	2,520.00
2357.606	BITUMINOUS MATERIAL FOR SHOULDER TACK	GALLON	44.00	3.50	154.00
2360.509	TYPE SP 9.5 WEARING COURSE MIX (4,C)	TON	2,238.00	100.00	223,800.00
2360.509	TYPE SP 12.5 NON WEAR COURSE MIX (4,B)	TON	73.00	100.00	7,300.00
2501.502	18" RC PIPE APRON	EACH	1.00	1,200.00	1,200.00
2501.502	24" RC PIPE APRON	EACH	1.00	1,500.00	1,500.00

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1062568

(P) = PLAN QUANTITY

ITEM NUMBER	SP 086-607-026 WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (2)
2501.502	30" RC PIPE APRON	EACH	2.00	1,800.00	3,600.00
2501.502	15" CS SAFETY APRON	EACH	2.00	800.00	1,600.00
2501.502	30" RC SAFETY APRON	EACH	1.00	3,000.00	3,000.00
2501.503	15" CS PIPE CULVERT	LIN FT	80.00	65.00	5,200.00
2502.502	4" PRECAST CONCRETE HEADWALL	EACH	1.00	500.00	500.00
2502.503	4" TP PIPE DRAIN	LIN FT	109.00	15.00	1,635.00
2502.503	4" PERF TP PIPE DRAIN	LIN FT	2,448.00	15.00	36,720.00
2503.503	15" RC PIPE SEWER DES 3006 CL IV	LIN FT	298.00	80.00	23,840.00
2503.503	18" RC PIPE SEWER DES 3006 CL III	LIN FT	554.00	85.00	47,090.00
2503.503	24" RC PIPE SEWER DES 3006 CL III	LIN FT	62.00	110.00	6,820.00
2503.503	30" RC PIPE SEWER DES 3006 CL III	LIN FT	244.00	140.00	34,160.00
2503.602	CONNECT TO EXISTING STORM SEWER	EACH	1.00	3,000.00	3,000.00
2503.602	INSPECTION HOLE	EACH	4.00	500.00	2,000.00
2504.602	ADJUST HYDRANT	EACH	2.00	1,000.00	2,000.00
2504.602	ADJUST VALVE BOX-WATER	EACH	9.00	1,000.00	9,000.00
2506.502	CASTING ASSEMBLY	EACH	15.00	1,200.00	18,000.00
2506.503	CONST DRAINAGE STRUCTURE DESIGN G	LIN FT	18.00	1,250.00	22,500.00
2506.503	CONST DRAINAGE STRUCTURE DES 48-4020	LIN FT	37.00	650.00	24,050.00
2506.503	CONST DRAINAGE STRUCTURE DES 60-4020	LIN FT	10.00	900.00	9,000.00
2506.503	CONST DRAINAGE STRUCTURE DES 72-4020	LIN FT	10.00	1,400.00	14,000.00
2511.504	GEOTEXTILE FILTER TYPE 4	SQ YD	67.00	5.00	335.00
2511.507	RANDOM RIPRAP CLASS III	CU YD	18.00	150.00	2,700.00
2521.518	6" CONCRETE WALK	SQ FT	1,170.00	10.00	11,700.00
2521.518	3" BITUMINOUS WALK	SQ FT	8,430.00	2.25	18,967.50
2521.602	DRILL & GROUT REINF BAR (EPOXY COATED)	EACH	144.00	20.00	2,880.00
2521.618	CONCRETE CURB RAMP WALK	SQ FT	3,291.00	16.00	52,656.00
2531.503	CONCRETE CURB & GUTTER DESIGN B424	LIN FT	2,161.00	30.00	64,830.00
2531.503	CONCRETE CURB & GUTTER DESIGN S524	LIN FT	485.00	35.00	16,975.00
2531.504	8" CONCRETE DRIVEWAY PAVEMENT	SQ YD	31.00	115.00	3,565.00
2531.603	CONCRETE SILL	LIN FT	328.00	12.00	3,936.00
2531.618	TRUNCATED DOMES	SQ FT	224.00	70.00	15,680.00
2540.602	MAIL BOX SUPPORT	EACH	2.00	250.00	500.00
2545.501	LIGHTING SYSTEM	LUMP SUM	0.10	258,000.00	25,800.00
2554.602	GUIDE POST TYPE SPECIAL	EACH	6.00	100.00	600.00

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1062568

(P) = PLAN QUANTITY

ITEM NUMBER	SP 086-607-026 WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (2)
2563.601	TRAFFIC CONTROL SUPERVISOR	LUMP SUM	0.30	10,000.00	3,000.00
2563.601	TRAFFIC CONTROL	LUMP SUM	0.26	65,000.00	16,900.00
2564.502	INSTALL SIGN	EACH	4.00	150.00	600.00
2564.502	DELINEATOR / MARKER PANEL	EACH	1.00	200.00	200.00
2564.518	SIGN	SQ FT	146.00	90.00	13,140.00
2573.501	STABILIZED CONSTRUCTION EXIT	LUMP SUM	0.50	10,000.00	5,000.00
2573.501	EROSION CONTROL SUPERVISOR	LUMP SUM	0.30	5,000.00	1,500.00
2573.502	STORM DRAIN INLET PROTECTION	EACH	16.00	250.00	4,000.00
2573.502	CULVERT END CONTROLS	EACH	1.00	250.00	250.00
2573.503	SILT FENCE, TYPE MS	LIN FT	3,621.00	3.00	10,863.00
2574.505	SUBSOILING	ACRE	2.00	300.00	600.00
2574.505	SOIL BED PREPARATION	ACRE	3.00	220.00	660.00
2574.508	FERTILIZER TYPE 1	POUND	92.00	2.00	184.00
2574.508	FERTILIZER TYPE 3	POUND	613.00	2.00	1,226.00
2574.508	FERTILIZER TYPE 4	POUND	8.00	2.00	16.00
2575.504	RAPID STABILIZATION METHOD 4	SQ YD	339.00	4.00	1,356.00
2575.504	ROLLED EROSION PREVENTION CATEGORY 10	SQ YD	9,753.00	3.00	29,259.00
2575.504	ROLLED EROSION PREVENTION CATEGORY 25	SQ YD	339.00	3.00	1,017.00
2575.505	SEEDING	ACRE	2.00	350.00	700.00
2575.505	MOWING	ACRE	14.00	350.00	4,900.00
2575.505	WEED SPRAYING	ACRE	1.00	50.00	50.00
2575.523	RAPID STABILIZATION METHOD 3	M GALLON	12.00	650.00	7,800.00
2575.608	SEED SOUTHERN BOULEVARD	POUND	41.00	10.00	410.00
2575.608	SEED SANDY INSLOPE	POUND	86.00	10.00	860.00
2575.608	SEED SOUTHERN TALLGRASS ROADSIDE	POUND	13.00	20.00	260.00
2581.503	6" REMOVABLE PREFORM PAVEMENT MARKING TAPE WR	LIN FT	1,113.00	2.00	2,226.00
2582.503	4" SOLID LINE PAINT (WR)	LIN FT	1,736.00	0.50	868.00
2582.503	4" DBLE SOLID LINE PAINT (WR)	LIN FT	792.00	0.75	594.00
2582.503	4" SOLID LINE MULTI COMP GR IN (WR)	LIN FT	1,585.00	1.50	2,377.50
2582.503	6" SOLID LINE MULTI COMP GR IN (WR)	LIN FT	5,503.00	0.75	4,127.25
2582.503	4" BROKEN LINE MULTI COMP GR IN (WR)	LIN FT	397.00	2.00	794.00
2582.503	4" DBLE SOLID LINE MULTI COMP GR IN (WR)	LIN FT	1,717.00	1.25	2,146.25
2582.503	6" SOLID LINE MULTI COMP GR IN (WR) CONT	LIN FT	398.00	0.75	298.50
2582.503	24" SOLID LINE PREF THERMO GR IN	LIN FT	109.00	12.00	1,308.00

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(2) 80% FEDERAL CDS/20% COUNTY (capped), THEN 100% RHRR, REMAINDER 100% COUNTY

(P) = PLAN QUANTITY

1062568

[illegible]



RESOLUTION #26-41
BOARD OF WRIGHT COUNTY
COMMISSIONERS

DATE ADOPTED:
May 19, 2026

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

RESOLUTION #26-41

Page 1 of 1

IT IS RESOLVED that Wright County enter into MnDOT Agreement No. 1062568 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the State to the County of the State's share of the costs of the roundabout construction and other associated construction to be performed upon, along, and adjacent to Trunk Highway No. 24 from 640 feet south of County State Aid Highway No. 7 to 330 feet south of County Road No. 145 and on County State Aid Highway No. 7 from Trunk Highway No. 24 to 650 feet east of Huber Avenue within the corporate under State Project No. 8611-32.

IT IS FURTHER RESOLVED that the Board Chair and County Administrator are authorized to execute the agreement and any amendments to the Agreement.

**Motion by
Commissioner**

**Seconded by
Commissioner**

Roll Call Vote:

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

STATE OF MINNESOTA)

ss.

County of Wright)

I, Select Signer, duly appointed and qualified of the County of Wright, State of Minnesota, do hereby certify that I have compared the foregoing copy of this resolution with the original minutes of the proceedings of the Board of County Commissioners, Wright County, Minnesota, at their session held on Monday, December 08, 2025, now on file in my office, and have found the same to be a true and correct copy thereof.

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

 Greg Kryzer, County Administrator

Destination and Workflow

Meeting Type:*

Board Meeting

Target Meeting Date*

5/19/2026 9:00 AM – Board of Wright County
Commissioners

Requestor Name

Chad Hausmann

Agenda Item Type

☒ RFBA ☐ Minutes Submission ☐ Warrants Submission

Requestor Title

Highway Engineer

Target Section

☐ Consent Agenda ☒ Timed Agenda
☐ Item for Consideration

Department (please use dropdown to select department)*

HIGHWAY

Time Required:

3

Originator

SCB7391

Item Details

Board Action Requested (this is what will appear on the Agenda)*

Award Contract 26-07 for the CSAH 18 Reconstruction Project to Fehn Companies, Inc., Albertville, MN

Short Title (what will appear on Agenda outline – 250 character max.)*

Award Contract 26-07 for the CSAH 18 Reconstruction Project to Fehn Companies, Inc., Albertville, MN

Value Stream the request primarily aligns with:

Develop County Infrastructure

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

The corridor reconstruction project will provide safety and capacity improvements to meet both current and future traffic volumes.

Describe the impact on staffing resources.

Engineering division staff is in charge of overseeing/performing construction staking, inspection, testing and contract administration tasks for this project.

Fiscal Impact:

\$1,900,000 – LOST funds

\$150,000 – City of Albertville

Background/Justification:

Wright County received bids on Thursday, May 7 and a copy of the bid summary is attached. Hwy staff recommends award of Contract No. 26-07 to Fehn Companies, Inc., in the amount of \$2,010,949.45.

Attached: Bid Summary, Verification that the state list was checked for debarred contractors

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
5.19.26 2607.CSAH 18.bid summary.pdf	Attachment
Fehn.check of debarrment.jpg	Attachment

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision

Approved

Notes

Finance Review

Finance Decision

Approved

Notes

County Administrator Review

County Administrator Decision

Notes

Contract 2607

CSAH 18: From CSAH 19 to Main St, in City of Albertville (50th ST NE) - Bid Summary

Report Date	Bid Release	Bid Opening
5/7/2026	4/14/2026	2026-05-07T16:00:00.000Z

	Fehn Companies, Inc	New Look Contracting, Inc	KNIFE RIVER
Bid	\$2,010,949.45	\$2,178,749.00	\$2,253,748.43

- Monthly Procurement Update Archive
- Environmentally Responsible Purchasing
- OSP Training
- Provide Feedback
- Suspended/Debarred Vendors

years. Click the vendor name for complete details.

NOTE: [Minnesota Rules Part 1230.1150, Subpart 2, Item 8, Subitem \(1\)](#) also provides that: "Any vendor debarred by the federal government, the state of Minnesota, or any of its departments, commissions, agencies, or political subdivisions, is automatically debarred by the division under the same terms and limits of the original debarment."

See [vendors debarred by federal government agencies](#).

Results 1 - 40 of 40

[3G Contracting Inc.](#)

[Abdifitah Mohamud Mohamed, an individual](#)

[Anwar Ahmed Adow, an individual](#)

[Asad Ahmed Adow, an individual](#)

[Asha Farhan Hassan, an individual](#)

[Brilliant Minds Services](#)

[Central Minnesota Community Empowerment Org.](#)

[Christopher Adesoji Falade, an individual](#)

[Citywide Trucking LLC](#)

[Clarence Olson, an individual](#)

[Commercial Midwest Concrete](#)

[Commercial Midwest Roofing](#)

[Denise Togbah, an individual](#)

[Dionne Construction](#)

[Duluth Group Investments Inc.](#)

[Ebenezer Community Social Services \(ECSS\)](#)

[Emmanuel Oluwadamilade Falade, an individual](#)

[Encouraging Leaders](#)

[Equity Builders & Construction Services](#)

[Equity Builders Company](#)

[Faladcare Inc.](#)

[Hussein Mohamed Farah, an individual](#)

[Jacob Roy](#)

[John Aish, Inc.](#)

[Ka Joog.\(Rising Impact\)](#)

[Khalid Ahmed Dayib, an individual](#)

[Leo Human Services](#)

[Liberty Plus LLC](#)

[Mohamed Farah, an individual](#)

[Moktar Hassan Aden, an individual](#)

[MSV Carriers](#)

[Mustafa Dayib Ali, an individual](#)

[Nathan Seward](#)

[New Vision Foundation](#)

[Smart Therapy Center LLC](#)

[Stillwater Masonry Restoration Inc](#)

[Susie's Contracting, Inc.](#)

[Task Force Inc.](#)

[Tezzaree El-Amin Champion, an individual](#)

[W. Kpangbala Sengbe, Sr.](#)

Destination and Workflow

Meeting Type:*

Board Meeting

Target Meeting Date*

5/19/2026 9:00 AM – Board of Wright County
Commissioners

Requestor Name

Ross Demant

Agenda Item Type

☒ RFBA ☐ Minutes Submission ☐ Warrants Submission

Requestor Title

Parks and Recreation Director

Target Section

☐ Consent Agenda ☒ Timed Agenda
☐ Item for Consideration

Department (please use dropdown to select department)*

PARKS & RECREATION

Time Required:

3 Minutes

Originator

RED4097

Item Details

Board Action Requested (this is what will appear on the Agenda)*

Adopt Resolution 26-42, Authorizing the Director of Parks and Recreation To Sign Grant Applications, Agreements, And Certifications for the Wright County Snowmobile Association Participation In The Grant-in-Aid Snowmobile Assistance Program for the 2026-2027 Season

Short Title (what will appear on Agenda outline – 250 character max.)*

Adopt Resolution 26-42, Authorizing the Director of Parks and Recreation To Sign Snowmobile Grant-in-Aid Paperwork

Value Stream the request primarily aligns with:

Optimize Civic Engagement

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

Working with the Wright County Snowmobile Club to groom and maintain snowmobile trails throughout the County.

Describe the impact on staffing resources.

Staff time to process grant funding documents.

Fiscal Impact:

N/A

Background/Justification:

Since 1973, the Minnesota Legislature has authorized the Minnesota Department of Natural Resources (DNR) to administer a cost-sharing program to support the development and maintenance of snowmobile trails throughout the state. Commonly referred to as the Grants-in-Aid (GIA) Program, the program was established to assist locally initiated trail systems through state financial support for trail maintenance, grooming, and eligible trail improvements. Minnesota's GIA snowmobile trail system has since grown to more than 21,000 miles statewide.

This is a routine annual item. The Wright County Snowmobile Association receives Grants-in-Aid funding through the State of Minnesota. Wright County serves as the sponsoring agency and is responsible for administering the accounting functions associated with the program, including processing reimbursement requests and coordinating grant administration requirements with the Minnesota DNR.

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

[County Board Resolution 2026-2027 Snowmoible Res..pdf](#)

Attachment Type

Attachment

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision

Approved

Notes

County Administrator Review

County Administrator Decision

Notes



RESOLUTION #26-42
BOARD OF WRIGHT COUNTY
COMMISSIONERS

DATE ADOPTED:
May 20, 2025

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

RESOLUTION #26-42

Page 1 of 1

BE IT RESOLVED, that the appropriate County officials be authorized to sign grant applications to the Minnesota Department of Natural Resources for development and maintenance funds for the Wright County Snowmobile Association for the 2026-2027 season; and

BE IT FURTHER RESOLVED, that the appropriate County officials be authorized to sign agreements with the State of Minnesota and an agreement with the Wright County Snowmobile Association subject to approval of said agreement by the County Attorney as to form and execution. rial Donation Policy.

Motion by
Commissioner

Seconded by
Commissioner

Roll Call Vote:

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

STATE OF MINNESOTA)

ss.

County of Wright)

I, Select Signer, duly appointed and qualified of the County of Wright, State of Minnesota, do hereby certify that I have compared the foregoing copy of this resolution with the original minutes of the proceedings of the Board of County Commissioners, Wright County, Minnesota, at their session held on Tuesday, April 15, 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

INTERIM ORDINANCE NO. 26-2

RESOLUTION ADOPTING AN INTERIM ZONING ORDINANCE INSTITUTING AN EMERGENCY MORATORIUM ON DATA CENTERS

Whereas, new and evolving technologies related to artificial intelligence, cloud services, and other digital infrastructure have created a need for physical data centers; and

Whereas, the Office of Planning and Zoning has begun receiving inquiries about data center regulations, which has resulted in comments, questions and concerns from townships, cities, and members of the general public; and

Whereas, the Office of Planning and Zoning and the Wright County Planning Commission have begun experiencing development pressure related to data center operations and permits; and

Whereas, the Wright County Zoning Ordinance does not expressly regulate or impose specific standards for the issuance of interim or conditional use permits related to data centers; and

Whereas, the Wright County Board of Commissioners has been reviewing the Wright County Zoning Ordinance with respect to data centers and recognizes that amendments may be necessary to protect public health, safety, and general welfare; and

Whereas, pursuant to Minnesota Statute § 394.34, the Wright County Board of Commissioners deems it necessary to adopt an Interim Ordinance placing a moratorium on the location, establishment, and finalization of new and pending data center interim or conditional use permits for a period of one year from the effective date of this Interim Ordinance to permit the planning process to occur and to allow County staff, the Planning Commission, and the County Board sufficient time to proceed in an orderly fashion to make any necessary changes, modifications, and updates to the County's Official Controls.

Whereas, an emergency exists and a temporary emergency moratorium is necessary to protect public health, safety, and general welfare until public hearings and further study may be conducted to consider amendments to official controls; and

Whereas, the Wright County Board of Commissioners finds:

1. A temporary emergency zoning ordinance instituting a moratorium prohibiting new or pending interim or conditional use permits related to data centers is necessary in order to hold discussions and hearings to determine whether a longer-term zoning ordinance shall be adopted and implemented, to protect the public health, safety, and general welfare of the residents of Wright County.
2. An emergency exists because, based on the recent development pressure as well comments received from the community, townships, and cities, the Wright County

Zoning Ordinance does not afford the protection necessary to ensure that the residents of Wright County are not adversely affected.

3. It is in the interests of public health, safety, and the general welfare to impose a temporary moratorium until a public hearing can be noticed and a permanent ordinance can be published pursuant to Minn. Stat. § 375.51.

NOW, THEREFORE, the Wright County Board of Commissioners Hereby Ordains:

- Section 1. Temporary Restrictions on Data Center Zoning and Permitting. For a period of one year from the effective date of this Interim Ordinance, or until such earlier time as the Wright County Board of Commissioners determines by resolution that the reasons for the interim ordinance no longer exist, no new or pending applications for zoning, rezoning, or land use permit (including, without limitation, interim or conditional use permits) for a data center shall be accepted, processed, or approved by the County.
- Section 2. Definition and Application. The term “data center” shall mean any building or facility housing computers, servers, storage, or networking equipment used principally to process, transfer, manage, or store digital information. The term shall also encompass all accessory structures or facilities comprising offices, generators, water cooling or storage systems, utilities, or other infrastructure related to the digital data operation. The temporary restrictions set forth in Section 1 shall apply to any pending or future zoning applications.
- Section 3. Enforcement. Wright County may enforce any provision of this Ordinance by any and all means authorized by Wright County Ordinances and State Statutes.
- Section 4. Effective Date. This Ordinance shall take effect on the date of its passage and shall be in effect for a period of one year from the date hereof, unless earlier terminated by the Wright County Board of Commissioners.
- Section 5. Severability. Every section, provision, or part of this Interim Ordinance is declared severable from every other section, provision, or part thereof to the extent that if any section, provision, or part of this ordinance shall be held invalid by a court of competent jurisdiction, it shall not invalidate any other section, provision, or part thereof.

Darek Vetsch
Chair, Wright County Board of Commissioners

ATTEST:

Greg Kryzer
Wright County Administrator



Agenda Item

Destination and Workflow

Meeting Type:* Board Meeting	Target Meeting Date* 5/19/2026 9:00 AM – Board of Wright County Commissioners
Requestor Name Barry Rhineberger	Agenda Item Type ☒ RFBA ☐ Minutes Submission ☐ Warrants Submission
Requestor Title Planning and Zoning Administrator	Target Section ☐ Consent Agenda ☒ Timed Agenda ☐ Item for Consideration
Department (please use dropdown to select department)* PLANNING & ZONING	Time Required: 10
	Originator BJR8947

Item Details

Board Action Requested (this is what will appear on the Agenda)* Public Hearing to Consider Enacting Interim Ordinance 26-2 – Establishing An Emergency Moratorium On Data Centers
Short Title (what will appear on Agenda outline – 250 character max.)* Public Hearing to Consider Enacting Interim Ordinance 26-2 – Establishing An Emergency Moratorium On Data Centers

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.

Establishing the moratorium will allow Wright County sufficient time and opportunity to study the land use issues involved with this new and evolving use, in order to establish proper land use and ordinance controls to regulate the time, place, and manner for the use.

Describe the impact on staffing resources.

None

Fiscal Impact:

None

Background/Justification:

The Wright County Office of Planning and Zoning has begun receiving inquiries about data center regulations, which has resulted in comments, questions and concerns from townships, cities, and members of the general public. The proposed interim ordinance would enact moratorium on the location, establishment, and finalization of new and pending data center interim or conditional use permits not to exceed a period of one year from the effective date of this Interim Ordinance to permit the planning process to occur and to allow County staff, the Planning Commission, and the County Board sufficient time to proceed in an orderly fashion to make any necessary changes, modifications, and updates to the County's Official Controls Written public comment regarding the interim ordinance will be accepted until May 18, 2026 at 4:00 pm. All comments will be provided to the Wright County Board of Commissioners at that time.

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
Interim Zoning Ordinance Moratorium.pdf	Attachment
Public Comment – as of 5-11-26.pdf	Attachment
DHJ_WrightCty_EmergencyDataCtrs_0508.pdf	Attachment

RFBA Review**Assistant County Administrator Review****Assistant County Administrator Decision**

Approved

Notes**Legal Review****Legal Decision**

Approved

Notes

CMB Drafted by Brian Wold.

County Administrator Review**County Administrator Decision****Notes**

May 7, 2026

Wright County Planning and Zoning
3650 Braddock Avenue, Suite 1600
Buffalo, MN 55313

SUBJECT: MAY 19, 2026 Public Hearing to Consider Ordaining & Adopting an Emergency Moratorium on Data Centers

To the Honorable Members of the Wright County Board of Commissioners:

We **strongly support adopting an Emergency Interim Zoning Ordinance establishing an immediate moratorium on data center development in Wright County** for at least 12 months, with 24 months preferred. This pause is a prudent and necessary step to protect the public interest while the County evaluates the long-term implications of this rapidly expanding industry.

Data centers are growing quickly across Minnesota, creating development pressure that exceeds the capacity of local infrastructure, land-use planning, and environmental safeguards. A temporary moratorium prevents irreversible land-use decisions before the community can fully assess their impacts.

These facilities require exceptionally high electricity loads and, in some cases, significant water use—demands that can strain the power grid, raise utility costs, and affect shared natural resources. Pausing new approvals allows the County to determine whether existing systems can support additional data centers without compromising service to residents or businesses.

Data centers also bring environmental and neighborhood impacts, including noise from generators and cooling equipment, diesel emissions during testing, and the industrialization of rural or mixed-use areas. A moratorium ensures these issues receive thorough, not rushed, evaluation.

Because current zoning codes were not designed for large-scale digital infrastructure, the County needs time to update standards related to siting, noise, energy and water use, emissions, and compatibility with surrounding areas.

Wright County has previously used a moratorium—specifically on solar energy projects—to responsibly address rapid development and allow time to study land-use, environmental, and safety impacts. At that time, far more research existed on solar projects than currently exists for data centers. Applying the same careful, evidence-based approach now is both logical and responsible.

For these reasons, we respectfully urge the Board to adopt the proposed emergency interim zoning ordinance and enact a temporary moratorium on data center development. This action will give Wright County the time needed to conduct proper analysis, engage residents, and craft regulations that balance economic opportunity with environmental protection and quality of life.

Respectfully submitted,

Kelly & Steven Kosloski

7866 Norris Avenue NW ♦ Annandale, MN 55302 ♦ 763-250-4090 ♦ kellyakosloski@gmail.com

Barry Rhineberger

From: Sean Lawler <sean.w.lawler@gmail.com>
Sent: Saturday, May 9, 2026 10:34 AM
To: Barry Rhineberger
Subject: Comments on Data Center Moratorium

You don't often get email from sean.w.lawler@gmail.com. [Learn why this is important](#)

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

Mr. Rhineberger,

Please share the following comments with the Planning Commission and County Commissioners:

I am a lifelong resident of Wright County. I was raised in Maple Lake Township and now live in Chatham Township with my young family of five. Wright County is my home, and it always will be.

I employed as Sr. Manager of Development for a Minnesota-based company at the forefront of power generation and, more recently, data center development. About 18 months ago, I was asked by my company to work on data center projects. I wasn't excited. I had concerns about power use, water use, noise, lighting. All of it. Since then, I have been inside data centers during both construction and operations, I have regularly worked with data center experts, engineers, builders, and operators from across the country, and I have asked the hard questions. I now understand what data centers are and what they are not.

The amount of misinformation circulating about data centers is astounding. The reality is that some data centers have been bad actors. But, with proper regulation in place, data centers can be developed in a way that protects the health, safety, and welfare of our community while also strengthening our economy, lowering our tax burden, and generating significant revenue for our schools. As you consider how to approach data center development, I encourage you to keep the following points in mind:

- **Taxes:** Do not offer tax abatements. Data center companies can and should pay their full share of taxes. A minimum assessment agreement should be required to avoid future valuation disputes.
- **Power Use:** Require completed MISO grid interconnection studies demonstrating adequate power supply and no adverse impacts on existing electric customers and our rates. All electric upgrades and new generation resources should be fully funded by the data center developer to ensure existing ratepayers are not affected.
- **Water Use:** Require closed-loop cooling systems. This proven technology reduces water consumption to near zero and protects local natural resources. Most data center companies already use or are transitioning to these systems.
- **Setbacks:** Setbacks should be based on noise and light modeling, not arbitrary distances. This approach provides far better protection for nearby homes. Consider adopting Minnesota Pollution Control Agency standards to establish noise and light limits. Require adequate space for screening, such as trees and berms, to mitigate aesthetic impacts.

- Moratorium: A moratorium is intended to pause development that is imminent or already underway. My understanding is that Wright County's zoning regulations do not currently allow data center development. Therefore, a moratorium would not provide additional protection beyond what already exists. A more effective approach might be to initiate a text amendment to create an appropriate data center ordinance. I recommend preserving the 12-month moratorium clock for future situations in which development truly needs to be halted.

You carry the often thankless responsibility of making sometimes difficult decisions for the best interest of our community. Those decisions may not always be popular. I hope you sift through good and bad information, set aside emotions, and continue to make fact-based decisions that support Wright County's long-term wellbeing.

Thank you for all that you do. If you would like more information about data centers, or are interested in touring a facility, please feel free to reach out to me.

Thank you,

Sean Lawler
320-247-0309
sean.w.lawler@gmail.com
3988 10th St NW
Buffalo, MN 55313

Barry Rhineberger

From: Mary Nichols <menichols9@comcast.net>
Sent: Friday, May 8, 2026 12:07 PM
To: Barry Rhineberger
Subject: Thank you for your help

?

You don't often get email from menichols9@comcast.net. [Learn why this is important](#)

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

Barry,

Thank you taking time this morning to explain about the upcoming AI data center one year moratorium meeting. You are a wealth of knowledge!

I am concerned about the impact of data centers on Wright County and am pleased to see the county is looking at a one year moratorium.

I appreciate your information. Thanks again.

Mary Ellen Nichols
Waverly Lake Association
651-274-6585
menichols9@comcast.net

**WRIGHT COUNTY BOARD OF
COMMISSIONERS
NOTICE OF INTENT TO ORDAIN
AND TO ADOPT
EMERGENCY INTERIM ZONING
ORDINANCE INSTITUTING AN
EMERGENCY MORATORIUM
ON DATA CENTERS**

NOTICE IS HEREBY GIVEN, that the Wright County Board of Commissioners, during its regular meeting on Tuesday, May 19, 2026, at 9:30 A.M., will hold a public hearing to consider ordaining and adopting an emergency interim zoning ordinance instituting an emergency moratorium on data center. This consideration and discussion will take place in the Commissioners' Board Room at the Wright County Government Center, Buffalo, Minnesota at 3650 Braddock Avenue N.E. Buffalo, MN 55313.

The Wright County Board of Commissioners will be reviewing and discussing a proposal to institute an emergency moratorium, for up to twelve months, for data centers. The Wright County Board of Commissioners upon the adoption of any moratorium will undertake a process to study and conduct hearings on amending or adopting official controls relating to data centers.

Written comments must be submitted to Wright County Planning and Zoning at 3650 Braddock Avenue, Rm 1600, Buffalo, MN 55313 by 4:00 p.m. on May 18, 2026 to receive full consideration by the Wright County Board of Commissioners.

Greg T. Kryzer
County Administrator
Interpretive Services will be provided upon request.

Published in the Delano Herald Journal,
May 8, 2026. |

Consider Adoption of Interim Ordinance 26-2

- The purpose of this hearing is to consider adopting an interim ordinance instituting an emergency moratorium on data centers, in accord with MN Statute 394.34.
- Jurisdictions where this moratorium would apply includes all townships in Wright County. This includes townships that have their own planning and zoning authority.
- Actions the Board may consider:
 1. Adopt the interim ordinance language establishing the moratorium, giving Wright County one year to study, review, and adopt ordinance language establishing the time, place, and manner in which data centers may be permitted.
 2. Direct the Planning and Zoning Department to draft ordinance language related to data centers without enacting this moratorium, for review and approval at a later date.
 3. Take no action.

RULES AND PROCEDURES FOR PUBLIC HEARINGS

- All persons wishing to address the Board will be given an opportunity.
- All statements made in the board room are being recorded.
- All persons wishing to address the Board must use the podium, speak into the microphone, and must begin by stating their full name and residency (Township or City).
- All comments must be addressed to the Board. Members of the public may not enter into dialogue with others during the hearing.
- In order to allow all persons an opportunity to address the Board, comments will be limited to three (3) minutes per person.**
- Time will be accounted for with a countdown timer to assist speakers, the Board, and the audience.**
- All questions will be addressed by staff at the conclusion of the public comment period.**
- The Board has received and reviewed all letters submitted by the public.
- Discussions are not permitted in the gallery. Proper decorum is expected. Persons who create a disturbance or fail to follow these rules may be asked to leave.

Destination and Workflow

Meeting Type: *

Board Meeting

Target Meeting Date *

5/19/2026 9:00 AM – Board of Wright County
Commissioners

Requestor Name

Barry Rhineberger

Agenda Item Type

☒ RFBA ☐ Minutes Submission ☐ Warrants Submission

Requestor Title

Planning and Zoning Administrator

Target Section

☐ Consent Agenda ☒ Timed Agenda
☐ Item for Consideration

Department (please use dropdown to select department) *

PLANNING & ZONING

Time Required:

5 minutes

Originator

BJR8947

Item Details

Board Action Requested (this is what will appear on the Agenda) *

Adopt Interim Ordinance 26-2 Instituting An Emergency Moratorium On Data Centers

Short Title (what will appear on Agenda outline – 250 character max.) *

Adopt Interim Ordinance 26-2

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.

Establishing the proposed moratorium will allow Wright County sufficient time to research and evaluate the enact official controls regulating the time, place, and manner of data center uses.

Describe the impact on staffing resources.

None

Fiscal Impact:

None

Background/Justification:

The Wright County Office of Planning and Zoning has begun receiving inquiries regarding data center regulations, which has resulted in comments, questions, and concerns from townships, cities, and member of the general public. The proposed ordinance would enact a moratorium on the location, establishment, and finalization of new and pending data center interim and conditional use permit applications within the Office's zoning jurisdiction. Establishing the moratorium will provide Wright County with sufficient time to research, review, and enact official controls regulating the time, place, and manner for data center uses.

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

[Interim Zoning Ordinance Moratorium.pdf](#)

Attachment Type

Attachment

RFBA Review

Assistant County Administrator Review

Assistant County Administrator Decision

Approved

Notes

Legal Review

Legal Decision

Approved

Notes

CMB Drafted by Brian Wold.

County Administrator Review

County Administrator Decision

Notes

INTERIM ORDINANCE NO. 26-2

RESOLUTION ADOPTING AN INTERIM ZONING ORDINANCE INSTITUTING AN EMERGENCY MORATORIUM ON DATA CENTERS

Whereas, new and evolving technologies related to artificial intelligence, cloud services, and other digital infrastructure have created a need for physical data centers; and

Whereas, the Office of Planning and Zoning has begun receiving inquiries about data center regulations, which has resulted in comments, questions and concerns from townships, cities, and members of the general public; and

Whereas, the Office of Planning and Zoning and the Wright County Planning Commission have begun experiencing development pressure related to data center operations and permits; and

Whereas, the Wright County Zoning Ordinance does not expressly regulate or impose specific standards for the issuance of interim or conditional use permits related to data centers; and

Whereas, the Wright County Board of Commissioners has been reviewing the Wright County Zoning Ordinance with respect to data centers and recognizes that amendments may be necessary to protect public health, safety, and general welfare; and

Whereas, pursuant to Minnesota Statute § 394.34, the Wright County Board of Commissioners deems it necessary to adopt an Interim Ordinance placing a moratorium on the location, establishment, and finalization of new and pending data center interim or conditional use permits for a period of one year from the effective date of this Interim Ordinance to permit the planning process to occur and to allow County staff, the Planning Commission, and the County Board sufficient time to proceed in an orderly fashion to make any necessary changes, modifications, and updates to the County's Official Controls.

Whereas, an emergency exists and a temporary emergency moratorium is necessary to protect public health, safety, and general welfare until public hearings and further study may be conducted to consider amendments to official controls; and

Whereas, the Wright County Board of Commissioners finds:

1. A temporary emergency zoning ordinance instituting a moratorium prohibiting new or pending interim or conditional use permits related to data centers is necessary in order to hold discussions and hearings to determine whether a longer-term zoning ordinance shall be adopted and implemented, to protect the public health, safety, and general welfare of the residents of Wright County.
2. An emergency exists because, based on the recent development pressure as well comments received from the community, townships, and cities, the Wright County

Zoning Ordinance does not afford the protection necessary to ensure that the residents of Wright County are not adversely affected.

3. It is in the interests of public health, safety, and the general welfare to impose a temporary moratorium until a public hearing can be noticed and a permanent ordinance can be published pursuant to Minn. Stat. § 375.51.

NOW, THEREFORE, the Wright County Board of Commissioners Hereby Ordains:

- Section 1. Temporary Restrictions on Data Center Zoning and Permitting. For a period of one year from the effective date of this Interim Ordinance, or until such earlier time as the Wright County Board of Commissioners determines by resolution that the reasons for the interim ordinance no longer exist, no new or pending applications for zoning, rezoning, or land use permit (including, without limitation, interim or conditional use permits) for a data center shall be accepted, processed, or approved by the County.
- Section 2. Definition and Application. The term “data center” shall mean any building or facility housing computers, servers, storage, or networking equipment used principally to process, transfer, manage, or store digital information. The term shall also encompass all accessory structures or facilities comprising offices, generators, water cooling or storage systems, utilities, or other infrastructure related to the digital data operation. The temporary restrictions set forth in Section 1 shall apply to any pending or future zoning applications.
- Section 3. Enforcement. Wright County may enforce any provision of this Ordinance by any and all means authorized by Wright County Ordinances and State Statutes.
- Section 4. Effective Date. This Ordinance shall take effect on the date of its passage and shall be in effect for a period of one year from the date hereof, unless earlier terminated by the Wright County Board of Commissioners.
- Section 5. Severability. Every section, provision, or part of this Interim Ordinance is declared severable from every other section, provision, or part thereof to the extent that if any section, provision, or part of this ordinance shall be held invalid by a court of competent jurisdiction, it shall not invalidate any other section, provision, or part thereof.

Darek Vetsch
Chair, Wright County Board of Commissioners

ATTEST:

Greg Kryzer
Wright County Administrator