FREEBORN COUNTY
Minnesota

Meeting Notice and Agenda
July 7, 2026

Notice is hereby given that the Board of County Commissioners of the County of Freeborn will meet in session on Tuesday, July 7, 2026 at 8:30 AM in the Notice is hereby given that the Board of County Commissioners of the County of Freeborn will meet in session on Tuesday, June 2, 2026 at 8:30 AM in the Boardroom at the Freeborn County Government Center.

Board meetings will no longer be livestreamed. However, meetings will continue to be recorded and made available on the County website shortly after adjournment. Closed captioning will be included on all posted recordings on the Public Portal at https://freeborncomn.portal.civicclerk.com/.

1. Pledge of Allegiance

2. Approval of Meeting Agenda

3. Consider resolution approving the Consent agenda

   The following items will be acted upon without discussion unless an item is asked to be removed and placed on the regular agenda to allow for discussion.

   - Approval of minutes from the County Board of Appeal & Equalization on June 15th, 2026
   - Approval of Minutes from June 16th, 2026 Board Meeting
   - Approval of Regular Full-Time Status Employees & Acceptance of Resignations and Retirements
   - Approval of Drainage Ditch Repairs
   - Approval of Claims

4. Reports of the Board Committees

5. Miscellaneous Business

6. Consideration of issues presented by persons of the general public and/or other general items

   Persons wishing to address the Board concerning matters pertaining to this agenda, as well as any other matters of County concern, should ask to be recognized by the Chair at this time. All individuals presenting items for consideration shall address the Board of Commissioners as a whole, including County Administration and staff, and shall not direct comments to individual Commissioners, staff members, or County personnel, attempt to engage individuals in separate conversation, or solicit individual responses to the speaker's comments. All speakers are limited to five (5) minutes each, you will hear a bell, indicating that you have 1 minute left to speak.

7. Reports of Various Departments

   A. Report of Public Health

      - Resolution Denying Funding the Peer Support for Freeborn program through

Meetopolis with Opioid Settlement Funds

B. Report of Auditor-Treasurer

- Resolution approving the Off Site Gambling application for Twin Lakes Firemens Relief Association at Hickory Hills Campground.

C. Report of Probation

- Consider a resolution to renew the Cooperative Agreement with the Third Judicial District Court

D. Report of Public Works

- Consider a resolution authorizing award of a construction contract for SAP 024-590-002 that includes construction of Songbird Trail segments and trail bridge work.
- Consider a resolution approving an Active Transportion Grant Agreement providing funds for Songbird Trail construction.
- Consider a resolution approving MnDNR Regional Trail Grant Agreement providing funds for the reconditioning of bridges on Songbird Trail.
- Consider a resolution to use funds committed for trail construction on Songbird Trail.
- Consider a resolution approving a Memorandum of Agreement with the City of Hartland for parking and access at new community center and fire hall.

E. Report of Veteran Services

- Resolution accepting donated gas cards for distribution to Veterans and families in need through the County Veterans Service Office

F. Report of County Administrator

- Approval of the Driver and Vehicle Services Lease Agreement with the Department of Public Safety for 2027-2032

8. Other items as necessary

9. County Commissioner's Item

A. Committee Request/Resolution for Consideration regarding PowerOn Midwest

10. Adjournment

ACCESSIBILITY NOTICE: All Freeborn County Board of Commissioners meetings are accessible to individuals with disabilities. Requests for additional accommodations or special services should be directed to the Freeborn County Administration Office at (507) 377-5116 as early as possible to allow time for necessary arrangements to be made.

FREEBORN COUNTY BOARD OF APPEAL AND EQUALIZATION
MINUTES OF JUNE 15, 2026 MEETING

The Board of Appeal and Equalization of Freeborn County, Minnesota, convened their annual session in the Freeborn County Boardroom of the Freeborn County Government Center in Albert Lea, Minnesota, at 7:00 p.m. on Monday, June 15, 2026.

The following members were present and subscribed the Oath of the Board of Appeal and Equalization: Commissioners Brad Edwin, Dawn Kaasa, Nicole Eckstrom, Lukas Severson and Auditor-Treasurer Kelly Hendrickson.

Also present: County Assessor, Ryan Rasmusson; Property Appraisers – Nick Ronnenberg, Karen Peterson, Josh Jordahl, Katie Monson, and County Administrator, Melanie Aeschliman.

Board Chair Edwin called the meeting to order at 7:00 p.m. The meeting was opened with the saying of the Pledge of Allegiance.

Administrator Aeschliman administered the Oath to the Board.

A motion was made by Severson to approve the agenda, seconded by Kaasa. Motion passed.

A motion was made by Eckstrom to limit appeal presentations to 3 minutes, seconded by Severson. Motion passed.

County Assessor Ryan Rasmusson presented a Report of Valuation and Classification for the 2026 assessment to the Board.

There was one scheduled appeal.

1. Teresa and Olle Gladso submitted a written appeal to the Board regarding parcel 34.339.0130. The appeal was concerning the valuation of a vacant lot that they purchased in September of 2025 that is located adjacent to their residence and the increase in the value of the lot.

   County Assessor Ryan Rasmusson spoke on the reasoning for the value change and methodology regarding the valuation of the lot and other lakeshore lots in the area.

There were no walk-in appeals.

A motion was made by Eckstrom to make no change to the valuation of parcel 34.339.0130 appealed by Teresa and Olle Gladso, seconded by Severson. Motion passed 5-0.

County Assessor Rasmusson presented recommendations for value changes for 13 parcels:

Assessor Recommended Value Changes to the County Board of Appeal & Equalization
2026 Assessment for Pay 2027

Property Owner	Local Jurisdiction	Parcel	Assessor Land EMV	Assessor Improvement	Assessor Total EMV	Board Land EMV	Board Improvement EMV	Board Total EMV
KAY LYNN HAY TRUST	Albert Lea	34.158.0020	72,500	1,588,900	1,661,400	72,500	1,273,600	1,346,100
MARK M HABBEN TRUST	Albert Lea TWP	08.006.0330	109,400	1,452,400	1,561,800	109,400	1,170,600	1,280,000
MICHAEL OWENS & HANNAH BRANDTS	Bancroft	13.032.0051	85,200	1,397,800	1,483,000	85,200	1,122,500	1,207,700
ALAN & BONITA BAKKEN	Albert Lea TWP	08.029.0011	221,900	1,222,500	1,444,400	221,900	1,140,800	1,362,700
BRADLEY & TEMPEST ARENDS	Albert Lea	34.135.0430	142,800	1,116,000	1,258,800	142,800	894,100	1,036,900
ANN E KRIEWALL TRUST	Bancroft	13.005.0071	221,700	1,023,900	1,245,600	221,700	883,000	1,104,700
MARY A BLAKE TRUST	Albert Lea	34.321.0050	73,000	960,800	1,033,800	73,000	817,400	890,400
BARBARA A PULLEY TRUST	Albert Lea	34.158.0080	109,800	920,800	1,030,600	109,800	783,300	893,100
BEVERLY A KREBSBACK TRUST	Albert Lea	34.307.0030	41,200	958,800	1,000,000	41,200	816,800	858,000
TROY D SCHMIDTKE TRUST	Albert Lea	34.158.0150	84,900	876,500	961,400	84,900	793,300	878,200
DEAN & BEVERLY LEONARD	Albert Lea	34.158.0100	159,300	737,400	896,700	111,500	737,400	848,900
SCOTT & CHERYL CHRISTENSEN	Albert Lea	34.158.0051	82,300	808,200	890,500	82,300	727,800	810,100
NATE & STEPHANIE JANSEN	Albert Lea	34.158.0090	105,800	779,100	884,900	105,800	701,500	807,300

A motion was made by Eckstrom to approve the recommended valuation changes collectively, seconded by Severson. Motion passed 5-0.

Board Chair Edwin adjourned the meeting at 7:47 p.m.

THE BOARD OF APPEAL AND EQUALIZATION.

By: ____
Brad Edwin, Chair

By:____
Chelsea Barrett, Clerk

ADJOURNED MEETING OF THE COUNTY BOARD
Tuesday June 16th, 2026

The Board of Commissioners of Freeborn County met in the Freeborn County Boardroom at 8:30 a.m. on Tuesday, June 16th, 2026. Members present: Commissioners Severson, Edwin, Kaasa and Eckstrom. Commissioner Shoff was absent.

The meeting was opened with the Pledge of Allegiance.

Commissioner Severson offered the following motion;

MOVED, approving the agenda with the following additions: acceptance of a resignation under the Consent Agenda, a resolution authorizing filling of the vacant Probation Director position and a resolution extending the PERA Pro – Sheriff's Office.

Motion seconded by Commissioner Kaasa.
After discussion, a vote was taken and the Chair declared the motion approved.

Commissioner Kaasa offered the following resolution;

RESOLUTION No. 26–177
Approval of the Freeborn County Board of Commissioners Consent Agenda as provided in the Freeborn County Board Rule of Procedure 9(A)

WHEREAS, the Freeborn County Board is the governing body of Freeborn County, and;

WHEREAS, the Freeborn County Board has implemented a Consent agenda to perform the duties of the board in a more effective and efficient manner, and

WHEREAS, the following items have been placed for approval of the Freeborn County Board of Commissioners on the current Board meeting Consent Agenda as provided by the Board rules of procedure, being routine and of a regular action;

NOW, THEREFORE BE IT RESOLVED, to place the following are hereby approved for appropriate action:

1) Approval of the June 2nd, 2026 minutes;
2) Approval of Resignations
3) Approval of Claims

The following claims be allowed and paid on or before June 18th, 2026.

FUND	NAME	AMOUNT
01	General Fund	$ 679,473.69
03	County Road & Bridge	$ 1,448,213.49
05	Human Services	$ 214,233.44
06	Public Health	$ 86,797.00
07	Opioid Settlement	$ 23,550.00
40	County Ditch	$ 30,493.82
70	Trust & Agency	$ 167,381.11
73	Payroll Clearing Fund	$ 32,707.20
77	Recorder's Clearing	$ 3,261.00
80	Tax Collection	$ 31,482.66
	FUND TOTALS	$ 2,717,593.41

Number of Claims not exceeding $300 – 45
Dollar amount of claims not exceeding $300 – $5,048.84

Resolution seconded by Commissioner Eckstrom.
After discussion a vote was taken and the Chair declared the resolution adopted.

The Commissioners provided Board Committee updates.

Appointment of Shell Rock River Watershed District Managers

The Board considered the appointment of two managers to the Shell Rock River Watershed District. Four applications had been received for the two available positions.

The Chair outlined the proposed appointment process, explaining that nominations and voting would occur separately for each seat. Commissioner Severson moved to conduct the voting by paper ballot. The motion was seconded by Commissioner Eckstrom and carried by a **3-1 vote**.

Following discussion regarding the voting procedure, the Board agreed to vote for one candidate at a time for each vacant seat.

First Seat

The first round of paper balloting resulted in the following vote:

- Wes Dahl – 1 vote
- Brad Kramer – 0 votes
- Michael Lee – 2 votes
- Mark Morreim – 1 vote

As no candidate received a majority vote, a second ballot was conducted. The second ballot resulted in:

- Wes Dahl – 1 vote
- Brad Kramer – 0 votes
- Michael Lee – 3 votes
- Mark Morreim – 0 votes

Having received a majority of the votes cast, **Mike Lee** was appointed to the first vacant manager position.

Second Seat

Voting then proceeded for the second vacant position. Two rounds of paper balloting resulted in a tie between **Wes Dahl** and **Mark Morreim**, with each candidate receiving two votes.

Board members discussed the qualifications of the remaining candidates and considered alternative voting methods to resolve the tie. Commissioner Severson moved to utilize a ranked-choice ballot for the final vote. The motion was seconded by Commissioner Eckstrom and carried unanimously.

Following the ranked-choice ballot, **Wes Dahl** received the highest point total and was appointed to the second vacant manager position.

Both appointed managers thanked the Board for their confidence and expressed their commitment to serving the residents of the Shell Rock River Watershed District.

Chairman Edwin asked if there was any public comment and there was none.

Commissioner Kaasa offered the following resolution;

RESOLUTION NO. 26-178

TITLE: Resolution Denying Funding the Freeborn County Peer Connect program through Doc's Recovery House with Opioid Settlement Funds

WHEREAS, Freeborn County has received Opioid Settlement Funds intended to support approved abatement activities addressing the public health impacts of the opioid epidemic through prevention, treatment, recovery, and harm reduction strategies;

WHEREAS, the Freeborn County Opioid Settlement Advisory Committee developed and issued a competitive Request for Proposals (RFP) to identify local projects that align with state settlement guidelines and County priorities;

WHEREAS, Doc's Recovery House submitted an application for the Freeborn County Peer Connect Program, a proposed 12-month pilot project that would provide a dedicated 24/7 phone line staffed by peer recovery specialists, a Freeborn County-specific resource directory, active warm handoffs, transportation coordination, and connections to treatment and recovery services. The proposal includes an initial community resource assessment and stakeholder engagement phase, followed by implementation of services and community outreach efforts, with the long-term goal of establishing a sustainable partnership based on demonstrated community need and measurable outcomes;

WHEREAS, the proposal requested $40,000 in Opioid Settlement Funds to support staffing, phone line operations, transportation assistance, community awareness efforts, and administrative costs associated with program implementation;

WHEREAS, the Opioid Settlement Advisory Committee reviewed and scored the application according to the County's established evaluation criteria and determined that, while the proposal represents an allowable opioid abatement activity, it did not sufficiently demonstrate a direct and measurable impact for Freeborn County residents relative to the funding requested;

WHEREAS, the Committee found that the proposal lacked clearly defined outcome measures, provided limited justification for certain budget expenditures, relied heavily on future funding for sustainability, and did not adequately demonstrate that the proposed services would address an unmet need within Freeborn County;

WHEREAS, based on its review, the Opioid Settlement Advisory Committee recommends denial of the funding request at this time.

NOW, THEREFORE, BE IT RESOLVED, by the Freeborn County Board of Commissioners, that the request for $40,000 in Opioid Settlement Funds for the Freeborn County Peer Connect Program through Doc's Recovery House is hereby denied.

Resolution seconded by Commissioner Severson.
After discussion a vote was taken and the Chair declared the resolution adopted.

Commissioner Severson offered the following resolution;
RESOLUTION NO. 26-179
TITLE: Resolution Accepting a Donation from St. Theodore Catholic Church

WHEREAS, Freeborn County Public Health Women, Infants and Children (WIC) Program has received a donation from St. Theodore Catholic Church;

WHEREAS, St. Theodore Catholic Church collected baby items from members of their parish members;

WHEREAS, St. Theodore Catholic Church collected items such as: diapers, diaper wipes, baby clothes, bibs and blanket;

WHEREAS, the donated items will be distributed to families served in the WIC program.

NOW, THEREFORE, BE IT RESOLVED, by the Freeborn County Board of Commissioners, that the Board hereby accepts the donation from St. Theodore Catholic Church.

Resolution seconded by Commissioner Eckstrom.
After discussion, a vote was taken and the Chair declared the resolution approved.

Commissioner Severson offered the following resolution:

RESOLUTION NO. 26-180

RESOLUTION GRANTING LPHE RETAIL LICENSE

TO STAPLES ENTERPRISES INC (DBA: EXPRESSWAY)

BE IT RESOLVED, that Freeborn County grants LPHE (Low Potence Hemp Edible) retail license to the following applicants:

Staples Enterprises Inc (dba: Expressway)

Location Address: 105 N Star Road, Alden, MN 56009.

Resolution was seconded by Commissioner Eckstrom.
After discussion, a vote was taken and the Chair declared the resolution approved.

Commissioner Severson offered the following resolution:

RESOLUTION NO. 26-181

RESOLUTION GRANTING GAMBLING PERMIT LICENSE

TO ALBERT LEA AMATEUR HOCKEY ASSOCIATION, OPERATING AT THE OAKVIEW GOLF COURSE

BE IT RESOLVED, that Freeborn County grants Gambling Permit license to the following applicants:

Albert Lea Amateur Hockey Association, at the Oakview Golf Course

Location Address: 25177 665th Ave, Alden MN, 56009

Resolution was seconded by Commissioner Kaasa.
After discussion, a vote was taken and the Chair declared the resolution approved.

Commissioner Eckstrom offered the following resolution:

RESOLUTION NO. 26-182

TITLE: Administration is recommending to fill Environmental Services seasonal laborer/intern position

WHEREAS, Freeborn County Employees have the responsibility for providing quality service with integrity and accountability to the citizens of Freeborn County; and,

WHERAS, the Freeborn County board is the appointing authority for all county employees; and,

WHEREAS, the Environmental Services Department hires seasonal help/intern to assist with duties in household hazardous waste, recycling, water testing along with gaining knowledge in the environmental field to build their resume and,

WHEREAS, one seasonal laborer/intern is sought for the 2026 summer season; and,

WHEREAS, the Environmental Service Department budget includes allotments for these seasonal laborer positions each year.

NOW, THEREFORE, BE IT RESOLVED, by the Freeborn County Board of Commissioners, that:

1. The Freeborn County Environmental Service Department may fill one seasonal laborer position for the 2026 Summer season.
2. The approved position is seasonal in nature and shall not be permanent hires.

Resolution was seconded by Commissioner Severson.
After discussion, a vote was taken and the Chair declared the resolution approved.

Commissioner Severson offered the following resolution:

RESOLUTION No. 26-183
RESOLUTION AUTHORIZING AN ORDINANCE AMENDMENT TO ENACT CANNABIS ZONING REGULATIONS

Resolution was seconded by Commissioner Kaasa.
After discussion, a vote was taken and the Chair declared the resolution approved.

Commissioner Kaasa offered the following resolution:

RESOLUTION NO. 26-184

TITLE: Grant Contract Agreement between the Minnesota Department of Public Safety and Freeborn County Crime Victims Crisis Center

WHEREAS, Freeborn County has the need to provide domestic violence, general crime victim, and sexual assault services to residents of Freeborn County; and

WHEREAS, Freeborn County provides for these services through the Freeborn County Crime Victims Crisis Center; and

WHEREAS, the Freeborn County Crime Victims Crisis Center has received grant funding from the Office of Justice Programs in the Minnesota Department of Public Safety utilizing federal and state grant dollars with parameters for the provision of these services;

WHEREAS, the Minnesota Department of Public Safety is transitioning to calendar year grants for crime victim services and therefore is offering an addendum in the amount of $36,132 to the current Agreement to provide grant funding through the end of calendar year 2026;

NOW, THEREFORE, BE IT RESOLVED, by the Freeborn County Board of Commissioners, that:

1. the 2026 Grant Contract Agreement Addendum in the amount of $36,132 for a Total Agreement Amount of $180,660 between the Minnesota Department of Public Safety and the Freeborn County Crime Victims Crisis Center for FY26 (10/1/2025 – 12/31/2026) is hereby approved.

Resolution was seconded by Commissioner Eckstrom.
After discussion, a vote was taken and the Chair declared the resolution approved.

Commissioner Severson offered the following resolution:

RESOLUTION NO. 26-185

TITLE: Department of Human Services and Administration is recommending to fill the Freeborn County Office Support Specialist position

WHEREAS, the Freeborn County employees have the responsibility for providing quality service with integrity and accountability to the citizens of Freeborn County;

WHEREAS, the Freeborn County Board is the appointing authority for all county employees, and;

WHEREAS, the position of an Office Support Specialist has been reviewed by the Department Head, Human Resources and the Administrator to assess the ongoing need for the role and the responsibilities it entails;

WHEREAS, Samantha Leibeg, Freeborn County Office Support Specialist, has resigned her position effective June 19th, 2026;

NOW, THEREFORE BE IT RESOLVED, that the board approves the filling of the vacant Freeborn County Office Support Specialist position.

Resolution was seconded by Commissioner Eckstrom.
After discussion, a vote was taken and the Chair declared the resolution approved.

Commissioner Kaasa offered the following resolution:

RESOLUTION NO. 26-186

TITLE: Resolution Approving State of Minnesota Joint Powers Agreements on behalf of the Probation Services Department

WHEREAS, the County of Freeborn on behalf of its Probation Services Department desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State's criminal justice data communications network for which the County is eligible. The Joint Powers Agreements further provide the County with the ability to add, modify and delete connectivity, systems and tools over the five-year life of the agreement and obligates the County to pay the costs for the network connection.

NOW, THEREFORE, BE IT RESOLVED, by the Freeborn County Board of Commissioners, that:

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the County of Freeborn on behalf of its Probation Services Department are hereby approved.

2. That the Director, Stephen Rick, or his successor, is designated the Authorized Representative for the Probation Services Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the County's connection to the systems and tools offered by the State.

3. That Brad Edwin, the Board Chair of the Freeborn County Board of Commissioners and Chelsea Barrett, the County Board Clerk, are authorized to sign the State of Minnesota Joint Powers Agreements.

Resolution was seconded by Commissioner Eckstrom.
After discussion, a vote was taken and the Chair declared the resolution approved.

Commissioner Severson offered the following resolution:

RESOLUTION NO. 26-187

TITLE: Authorizing Final Payment of CP 026-LINE-999

WHEREAS, the Freeborn County Highway Department has the responsibility of maintaining the county highway system; and,

WHEREAS, the work to clean and line specific culverts on various highways in Freeborn County as been completed in a satisfactory manner.

NOW, THEREFORE, BE IT RESOLVED, by the Freeborn County Board of Commissioners, that:

1. The Board authorizes the Freeborn County Auditor-Treasurer to make final payment in the amount of $7,439.25.

Resolution was seconded by Commissioner Kaasa.
After discussion, a vote was taken and the Chair declared the resolution approved.

Commissioner Severson offered the following resolution:

RESOLVED AS, to approve a Cooperative Agreement with the Minnesota Department of Natural Resources

Resolution was seconded by Commissioner Eckstrom.
After discussion, a vote was taken and the Chair declared the resolution approved.

Commissioner Eckstrom offered the following motion:

MOVED, that the Engineer should pursue agreement from the City of Albert Lea on the cost share of $466,488; that the Engineer shall prepare the needed grant agreements and bring them back for Board approval, and that the Engineer present the bids for award at a future Board meeting.

Resolution was seconded by Commissioner Severson.
After discussion, a vote was taken and the Chair declared the resolution approved.

Commissioner Kaasa offered the following resolution:

RESOLUTION 26-189

To Participate in the 2026 State of MN Performance Measurement Program

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

WHEREAS, the Council on Local Results and Innovation developed a Performance Measurement Program that is voluntary for counties and cities to participate in; and

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

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

NOW, THEREFORE, BE IT RESOLVED, Freeborn County will continue to report the results of the performance measures to its citizenry by the end of the year through posting on the county's website.

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

Resolution was seconded by Commissioner Eckstrom.
After discussion, a vote was taken and the Chair declared the resolution approved.

Commissioner Kaasa offered the following resolution:

RESOLUTION 26-190
APPROVAL OF PERA PRO EXTENSION – SHERIFF'S OFFICE

WHEREAS, Minnesota Statute 353.371 authorizes the Phased Retirement Program (PERA PRO); and

WHEREAS, Mary Seltun's current PERA PRO agreement ends **July 1st, 2026** ; and

WHEREAS, Mary Seltun has requested to continue in the PERA PRO program from **July 1, 2026 through September 30th, 2026**, and this request has been reviewed by the County Administrator;

BE IT RESOLVED, that the Board approves the continuation of Mary Seltun's PERA PRO agreement for the period **July 1, 2026 through September 30th, 2026**, in accordance with statute and

BE IT FURTHER RESOLVED, that the Phased Retirement Program will be reviewed for possible extension prior to September 30th, 2026, per statute the agreement cannot exceed 5 years in length.

Resolution was seconded by Commissioner Eckstrom.
After discussion, a vote was taken and the Chair declared the resolution approved.

Commissioner Kaasa offered the following resolution:

RESOLUTION AS, to fill the vacant Probation Director position.

Resolution was seconded by Commissioner Eckstrom.
After discussion, a vote was taken and the Chair declared the resolution approved.

Chair, Commissioner Edwin adjourned the meeting at 9:51 a.m. until 8:30 a.m. on Tuesday, July 7th, 2026.

By: ______________________________ Attest: ______________________________

Brad Edwin
Chair

Chelsea Barrett
County Clerk

Employees Recommended for Regular Status - 7.7.26

Employee Name	Department	Job Title	Status
James Meagher	Highway	Highway Engineering Tech 2	New Employee
Edward Dreyer	Sheriff's Office	Assistant Court Security Deputy	New Employee

Acceptance of Employee Resignations / Retirements

Emplyee Name	Department	Job Title	Last Day

DRAINAGE REPAIR APPROVAL

Drainage Authority Meeting Date: 07/07/2026

System	Repair #	Branch	Twp	Sec	Landowner	Problem/Proposed Work	Contractor	Contractor Estimate
CD J21	26-051	A	Manchester	1	OLE MERRILL OLSON	Tile Blockage	BC Landworks	$ 1,200
CD4	26-055	Colvin BR	Pickerel Lake	34	MATTHEW D WANGEN &	Ditch Cleaning	Krueger Excavating of Albert Lea	$ 25,000
CD71	26-053	BR D	London	29	GREGG H KOCH &	60 inch culvert broken into 3 pieces. Crossing washing out	BC Landworks	$ 16,000
CD71	26-054	BR D	London	29	GREGG KOCH &	Remove culvert and crossing, return to open ditch	BC Landworks	$ 2,500

FREEBORN COUNTY
Minnesota

BOARD OF COUNTY COMMISSIONERS
AGENDA REQUEST

Meeting Date:
July 7, 2026

Action Requested:
Resolution

Submitted By:
Sue Yost, Director - Public Health

Department:
Public Health

Presented By:
Sue Yost, Director - Public Health

Estimated Time Needed:
<5 min.

Summary of Issue/Topic:
Meetopolis submitted an application for the **Freeborn County Peer Support Recovery Connection Initiative**, a proposed 12-month project to create an online recovery platform that would provide 24/7 access to peer support, recovery resources, treatment navigation, educational materials, and referral services for Freeborn County residents.

The proposal requested **$50,000** in Opioid Settlement Funds to support the platform, outreach, participant engagement, reporting, and project administration.

After reviewing the application, the Opioid Settlement Advisory Committee found that the proposal did not clearly demonstrate an unmet need in Freeborn County, did not provide enough evidence that it would improve upon existing local services, lacked sufficient detail about local partnerships and implementation, and relied on future funding to continue beyond the first year. Based on these findings, the Committee recommends denying the funding request.

Options/Alternatives/Other Comments:

Recommended Board Action:
Resolution Denying Funding the Peer Support for Freeborn program through Meetopolis with Opioid Settlement Funds

Fiscal Impact:
$50,000 from Opioid Settlement Funding

Responsible Party for Contract Signatures:

FREEBORN COUNTY, MINNESOTA - BOARD OF COMMISSIONERS

RESOLUTION NO. 26-XXX

TITLE: Resolution Denying Funding the Peer Support for Freeborn program through Meetopolis with Opioid Settlement Funds

WHEREAS, Freeborn County has received Opioid Settlement Funds intended to support approved abatement activities addressing the public health impacts of the opioid epidemic through prevention, treatment, recovery, and harm reduction strategies;

WHEREAS, the Freeborn County Opioid Settlement Advisory Committee developed and issued a competitive Request for Proposals (RFP) to identify local projects that align with state settlement guidelines and County priorities;

WHEREAS, Meetopolis applied for the Freeborn County Recovery Connection Initiative, a proposed 12-month project that would establish a county-branded digital recovery platform providing 24/7 access to peer support communities, virtual support groups, treatment navigation resources, recovery events, educational programming, family support resources, harm reduction education, and referral management tools intended to complement existing local recovery services;

WHEREAS, the proposal requested $50,000 in Opioid Settlement Funds to support platform licensing and hosting, platform configuration and county branding, participant enrollment and community outreach, peer support and recovery engagement activities, data collection and reporting, and project management and administrative support;

WHEREAS, the Opioid Settlement Advisory Committee reviewed and scored the application according to the County's established evaluation criteria and determined that, while the proposal represents an allowable opioid abatement activity, it did not sufficiently demonstrate a direct and measurable benefit to Freeborn County residents relative to the funding requested;

WHEREAS, the Committee found that the proposal relies primarily on a proprietary digital platform without demonstrating a clearly identified unmet need within Freeborn County, provides limited evidence that the proposed services would result in measurable improvements beyond existing local recovery resources, lacks sufficient detail regarding local implementation and community partnerships, and relies on future funding sources to sustain the project after the initial grant period;

WHEREAS, based on its review, the Opioid Settlement Advisory Committee recommends denial of the funding request at this time.

NOW, THEREFORE, BE IT RESOLVED, by the Freeborn County Board of Commissioners, that the request for $50,000 in Opioid Settlement Funds for the Meetopolis Freeborn County Recovery Connection Initiative is hereby denied.

BE IT FURTHER RESOLVED, that this resolution shall take effect immediately upon its adoption.

Adopted this 7th Day of July, 2026.

By:

____
Brad Edwin, Chair
Freeborn County Board of Commissioners

Attest:

____
County Board Clerk

Freeborn County Opioid Advisory Committee
411 South Broadway, P.O. Box 1147
Albert Lea, MN 56007
Phone: 507-377-5100
Fax: 507-377-5272
Email: opioid@co.freeborn.mn.us
https://www.co.freeborn.mn.us/577/Opioid-Settlement

Freeborn County Opioid Epidemic Response Request for Proposal

On August 20, 2021, the Minnesota Attorney General's Office joined the historic $26 billion multi-state settlement agreements with pharmaceutical distributors McKesson, Cardinal Health, and AmerisourceBergen, and opioid manufacturer Johnson & Johnson. This settlement will bring more than $300 million to Minnesota counties and cities. Upon initial settlement, Freeborn County's estimated portion of the settlement was $1.3 million over an 18-year period. Circumstances related to manufacturers and distributers may change the actual amount received.

Purpose of the RFP

The purpose of this Request for Proposals (RFP) is to identify qualified organizations to respond to the opioid crisis through opioid epidemic response strategies, including prevention, treatment, recovery, and harm reduction. The goal of this approach is to fund projects in Freeborn County that will have high impact, particularly for Freeborn County communities most disproportionately impacted by the opioid crisis.

Multiple applicants may be selected for funding contracts quarterly. Individual funding awards will be determined on a case by case basis subject to current funding balance available and County Board of Commissioners approval.

Each applicant must address one category listed in Appendix A below and the Opioid Use Disorder Abatement Strategies: A Sector-Specific Guide (Separate Document, see attachment). The categories are treatment, prevention, recovery, and harm reduction. Applicants may apply for multiple subcategories and abatement strategies within a category.

Applicants should deliver their completed application to the following email: or address:

Freeborn County Public Health
Attn: Opioid Advisory Committee – Sue Yost
411 South Broadway, P.O. Box 1147
Albert Lea, MN 56007
Email Address: opioid@co.freeborn.mn.us
https://www.co.freeborn.mn.us/577/Opioid-Settlement

APPLICANT INFORMATION

Name of Organization: Meetopolis

Contact Person: Lisa Butkiewicz

Project Name: Peer Support For Freeborn

Address: 6501 E. Greenway Parkway, #103-218

City: Scottsdale **County:** Maricopa **Zip Code:** 8525

Email: lisa@meetopolis.com **Phone:** 818 209 1933 **Fax:**

Fiscal Host (if different from Organization):

Organization Supervisor Name: Lisa Butkiewicz

Organization Supervisor Email: lisa@meetopolis.com

Organization Supervisor Phone: 818 209 1933

Organization Financial Contact: Gary Dean

Organization Financial Contact Email: gary@meetopolis.com

Organization Financial Contact Phone: 310-570-3320

Funding Requirements

Selected organizations will receive funding to complete the following activities:

- Implement an opioid epidemic response project, including prevention, treatment, recovery, and harm reduction strategies.
- Participate in biannual check-ins with the Chief Strategist.
- Present to the Opioid Committee and/or the Freeborn County Board of Commissioners at least once during the funding period.
- Complete an Annual Project Summary Report, including updates on organization contact information, an account of the use of funds, and a description of outcomes.

Signature: Lisa Butkiewicz

Date: June 10. 2026

Project Narrative

Please describe your project: *Provide a general description of the project, including why this project is needed at your organization or in your community.*

Category (Please Check all that apply to your project)

- ■ Prevention
- ■ Treatment
- ■ Recovery
- ■ Harm Reduction

Target Population for this project, if applicable:

The Freeborn County Recovery Connection Initiative will serve individuals in recovery from opioid and substance use disorders, individuals currently receiving treatment, people at risk of substance misuse, individuals reentering the community following incarceration, family members and caregivers impacted by addiction, youth and young adults, and residents with co-occurring mental health and substance use conditions. The project will prioritize individuals who face barriers to accessing ongoing recovery support, including residents living in rural areas, low-income households, individuals without reliable transportation, and those who experience stigma or social isolation.

Freeborn County residents affected by opioid misuse often require support beyond traditional treatment settings. Research from SAMHSA and the National Institutes of Health demonstrates that recovery outcomes improve when individuals have access to peer support, recovery communities, ongoing engagement opportunities, and connections to local resources. The initiative will provide a centralized, countywide recovery support ecosystem that helps residents remain connected between appointments, treatment episodes, and community services. Special outreach efforts will focus on underserved populations, justice-involved individuals, family members, and those transitioning from treatment into long-term recovery.

Project Overview

The Freeborn County Recovery Connection Initiative will establish a county-branded digital recovery ecosystem powered by Meetopolis. The platform will provide 24/7 access to peer support communities, virtual support groups, treatment navigation resources, recovery events, educational programming, wellness check-ins, family support resources, harm reduction education, and referral management tools. Rather than replacing existing services, Meetopolis serves as a digital engagement layer that strengthens and expands the impact of local treatment providers, recovery organizations, community coalitions, and support programs.

The initiative will address several opioid settlement priorities, including recovery support, connections to care, peer engagement, stigma reduction, community education, and harm reduction. Residents will be able to access support at any time through mobile devices, tablets, or computers, helping bridge gaps between appointments and reducing barriers created by transportation challenges, scheduling limitations, or geographic isolation.

Key activities will include participant enrollment, peer support group facilitation, community outreach, educational campaigns, treatment and resource navigation, referral tracking, family engagement activities, and outcomes reporting. The platform will also provide Freeborn County with data dashboards and performance reporting that measure engagement, referrals, participation, and recovery support utilization. By creating a centralized recovery infrastructure, the project will strengthen the continuum of care and increase long-term recovery success throughout the county.

Expected first-year outcomes include:

250+ residents enrolled
24/7 access to recovery supports
100+ referrals to local services
Increased participation in recovery activities
Reduced social isolation
Improved treatment and recovery engagement
Quarterly outcome reporting and evaluation

Budget Overview

Budget Overview

Total Request: $50,000

The requested funding will support implementation of the Freeborn County Recovery Connection Initiative for a 12-month period.

Budget Category Amount
Meetopolis Platform Licensing & Hosting $25,000
Platform Configuration & County Branding $5,000
Participant Enrollment & Community Outreach $7,500
Peer Support & Recovery Engagement Activities $5,000
Data Collection, Reporting & Evaluation $5,000
Project Management & Administrative Support $2,500
Total Request $50,000

The proposed budget will provide Freeborn County residents with year-round access to a secure recovery engagement platform while supporting outreach, participant enrollment, resource navigation, peer engagement, reporting, and continuous quality improvement activities. Funding will create sustainable digital recovery infrastructure that complements existing treatment, prevention, recovery, and harm reduction efforts throughout the county while generating measurable outcomes aligned with opioid settlement objectives.

What are the project's SMART (Specific, Measurable, Achievable, Relevant, and Time-Bound) goals and objectives, how will you measure success for the project?

SMART Goals and Objectives

The Freeborn County Recovery Connection Initiative will establish a countywide digital recovery ecosystem that expands access to recovery support, peer engagement, treatment navigation, and harm reduction resources for residents impacted by opioid and substance use disorders. The project's primary goal is to strengthen recovery outcomes by providing continuous access to support services, reducing isolation, increasing engagement in recovery activities, and improving connections to local treatment and community resources.

Goal 1: Expand Access to Recovery Support Services

Enroll at least 250 Freeborn County residents on the platform within the first 12 months.
Provide 24/7 access to peer support communities, educational resources, recovery tools, and local service information.
Increase awareness of available treatment, recovery, and harm reduction resources through targeted outreach and community engagement activities.

Goal 2: Increase Recovery Engagement and Social Connectedness

Achieve at least 70% participant engagement within the first six months of enrollment.
Facilitate participation in virtual support groups, peer communities, recovery events, and wellness activities.
Reduce social isolation by creating opportunities for meaningful peer-to-peer connections and ongoing recovery support.

Goal 3: Improve Connections to Care and Community Resources

Generate at least 100 documented referrals to treatment providers, recovery supports, community services, and harm reduction resources during the project year.
Increase participant awareness and utilization of local prevention, treatment, and recovery services.
Strengthen coordination between community organizations, treatment providers, and recovery support programs.

Goal 4: Measure Outcomes and Demonstrate Impact

Track enrollment, engagement, referrals, retention, participation, and participant satisfaction through platform analytics and surveys.
Produce quarterly outcome reports and a comprehensive annual impact report.
Achieve at least 80% participant satisfaction among surveyed users.

Success will be measured through user enrollment data, engagement metrics, participation rates, referral tracking, retention rates, survey responses, and quarterly performance reporting. Research from SAMHSA and the National Institutes of Health demonstrates that peer support, recovery communities, and social connectedness contribute to increased treatment retention, improved recovery outcomes, and reduced risk of relapse, making these measures strong indicators of project success.

Health Equity – *Describe how this project will promote the highest level of health for all in the community, especially those who have socioeconomic disadvantages.*

Health Equity

The Freeborn County Recovery Connection Initiative is designed to reduce barriers to behavioral health and recovery support services and promote equitable access for all residents, particularly those experiencing socioeconomic disadvantages. Individuals living in rural communities, low-income households, communities disproportionately impacted by substance use disorders, justice-involved populations, and individuals without reliable transportation often face significant challenges accessing consistent recovery support. The initiative directly addresses these barriers by providing a mobile-friendly, countywide recovery platform available 24 hours a day, seven days a week.

The project will prioritize outreach and engagement efforts among underserved populations, including individuals in recovery, people currently receiving treatment, family members affected by addiction, youth and young adults at risk of substance misuse, residents with co-occurring mental health conditions, and individuals transitioning from incarceration back into the community. By making services accessible remotely, the initiative helps eliminate transportation barriers, geographic isolation, scheduling limitations, and stigma that often prevent individuals from seeking support.

Meetopolis functions as a digital engagement layer that complements existing services rather than replacing them. The platform connects residents to local treatment providers, recovery organizations, peer support services, community resources, housing assistance programs, food resources, educational opportunities, and family support networks. This approach strengthens the existing continuum of care while helping individuals navigate available resources more effectively.

The initiative also advances health equity by creating culturally responsive and person-centered support opportunities. Participants may engage anonymously if desired, allowing individuals who may otherwise avoid services due to stigma or privacy concerns to access support safely. Educational resources, recovery content, and community engagement opportunities will be available at no cost to participants, ensuring that financial barriers do not prevent access to recovery support.

Through increased access, improved coordination of services, reduced isolation, and stronger connections to community resources, the project will help ensure that all Freeborn County residents have equitable opportunities to achieve recovery, improve their health and well-being, and maintain long-term recovery success regardless of income, geography, or life circumstances.

Is this project a one-time request or will the project last for multiple years? How long do you plan for this project to last and how do you plan to sustain the project for the duration of the project's life?

The Freeborn County Recovery Connection Initiative is designed as a multi-year recovery support infrastructure project rather than a one-time effort. While this funding request supports the first 12 months of implementation, the platform is intended to serve as a long-term resource that continues to support residents, families, providers, and community organizations well beyond the initial grant period. Substance use disorder recovery is an ongoing process that requires sustained engagement, peer support, and access to resources, making long-term recovery infrastructure critical to achieving lasting outcomes.

During the first year, the project will focus on platform deployment, participant enrollment, community outreach, peer support engagement, treatment navigation, recovery education, and outcome measurement. By establishing a strong user base, community partnerships, and measurable outcomes, the initiative will create a foundation for future expansion and sustainability. The platform's flexible design allows new organizations, providers, peer recovery programs, and community resources to be added over time without requiring significant additional infrastructure investment.

Sustainability will be achieved through a combination of opioid settlement funding opportunities, local partnerships, healthcare collaborations, behavioral health funding sources, sponsorships, and future licensing support from participating organizations. Because Meetopolis serves as a digital engagement layer that complements existing services, multiple organizations can utilize the platform simultaneously, creating opportunities for shared investment and long-term cost efficiency.

The project will also generate measurable performance data, including enrollment, engagement, referral activity, retention, and participant satisfaction metrics. These outcomes will help demonstrate value to stakeholders and support future funding applications, county investments, healthcare partnerships, and community-based sustainability efforts. The reporting capabilities built into the platform provide funders and partners with clear evidence of impact and return on investment.

Ultimately, the goal is to establish a sustainable countywide recovery ecosystem that remains available to residents long after the initial funding period ends. By strengthening connections between treatment, recovery, prevention, harm reduction, and community support services, the initiative will provide Freeborn County with durable recovery infrastructure capable of supporting residents for years to come.

Is there anything else you want us to know about your project?

Meetopolis is not a treatment provider and does not replace existing behavioral health, treatment, recovery, or community services. Instead, the platform serves as a digital engagement and recovery infrastructure layer that strengthens the work already being performed by local organizations, providers, peer recovery programs, community coalitions, and support networks. The initiative is specifically designed to increase engagement, improve access to resources, reduce isolation, strengthen recovery capital, and create measurable outcomes while complementing existing community investments.

The platform provides a unique combination of peer support communities, virtual support groups, treatment navigation, family support resources, educational content, wellness tools, recovery event promotion, resource directories, and outcomes reporting within a single secure environment. Residents can access support 24 hours a day, seven days a week, helping address the gaps that often exist between appointments, support meetings, and community services.

Research from SAMHSA and the National Institutes of Health consistently demonstrates that peer support, social connectedness, and recovery community engagement improve treatment retention, increase recovery success, and reduce the risk of relapse. The Freeborn County Recovery Connection Initiative directly incorporates these evidence-informed approaches while leveraging technology to expand access and reach underserved populations.

Meetopolis has experience supporting behavioral health, recovery, and community engagement initiatives and is committed to working collaboratively with Freeborn County stakeholders to ensure successful implementation. The project is designed to produce measurable outcomes, strengthen the local recovery ecosystem, and provide a scalable model that can continue to grow and evolve as community needs change.

Most importantly, this initiative creates a centralized, accessible, and sustainable recovery support system that helps ensure residents affected by substance use disorders are never without a pathway to support, connection, resources, and hope.

Project Workplan

Please describe your project objectives, action steps, and timeline. Add more objectives if needed.

Objective:	Action Steps:	Timeline/Timeframe:
Objective 1: Launch the Freeborn County Recovery	Configure and deploy the Freeborn County-branded	1-2 months
Objective 2: Increase access to recovery support and peer	Enroll participants; launch peer support communities	1-2 months
Objective 3: Improve connections to treatment,	Provide treatment navigation resources; connect residents	1-2 months
Objective 4: Expand recovery education,	Deliver educational content on recovery, overdose	2-3 months
Objective 5: Measure outcomes, evaluate impact,	Track enrollment, engagement, referrals,	4+ months

Budget Justification Cost Detail

Budget Category	Amounts
Salaries and Benefits	0 see below for a breakdown
Contractual Services	0
Travel	0
Operating Supplies	0
Other	0
TOTAL	0 50,000

Budget Narrative:

Budget Narrative – Total Request: $50,000

The requested funding will support implementation of the Meetopolis Recovery Support and Community Engagement Platform for Freeborn County residents. Meetopolis is a HIPAA-aligned digital engagement platform that expands access to peer support, recovery resources, behavioral health education, and community connection. The platform serves as a year-round recovery infrastructure layer that complements existing prevention, treatment, recovery, and harm reduction services while helping reduce isolation and improve long-term engagement.

Meetopolis Platform Licensing & Hosting – $25,000

This funding will support a twelve-month countywide license for the Meetopolis platform, including secure cloud hosting, platform maintenance, software updates, technical support, user management, moderation tools, and data security infrastructure. Residents will have access to peer support groups, recovery communities, discussion forums, educational content, wellness resources, event management tools, and direct links to critical services including the 988 Suicide & Crisis Lifeline, 741741 Crisis Text Line, treatment locators, naloxone resources, and local recovery supports. This investment provides the core technology infrastructure necessary to deliver services at scale across Freeborn County.

Platform Configuration & County Branding – $5,000

Funding will support customization and deployment of a Freeborn County-branded platform environment. Activities include platform setup, community configuration, creation of county-specific recovery pathways, integration of local resources and referral networks, development of recovery support groups, branding, user onboarding materials, and technical implementation. The platform will be tailored to align with Freeborn County priorities and opioid settlement objectives.

Participant Enrollment & Community Outreach – $7,500

Funds will support outreach and engagement activities designed to maximize participation among residents impacted by substance use disorders, mental health challenges, and recovery needs. Activities include digital marketing, stakeholder engagement, provider outreach, recovery organization partnerships, community presentations, enrollment campaigns, educational materials, and awareness initiatives. These efforts will help ensure broad utilization of the platform and increase access to recovery support services throughout the county.

Peer Support & Recovery Engagement Activities – $5,000

Funding will support virtual and community-based recovery engagement activities conducted through the platform. Resources will be used to facilitate peer-led support opportunities, recovery-focused groups, wellness challenges, educational workshops, recovery month activities, and community engagement initiatives. These activities are intended to strengthen social connectedness, improve recovery capital, increase retention in recovery supports, and reduce feelings of isolation among participants.

Data Collection, Reporting & Evaluation – $5,000

Funds will support ongoing monitoring, evaluation, and reporting activities. Meetopolis will provide utilization data, enrollment metrics, engagement analytics, participation reports, outcome tracking, and program performance dashboards. Reporting will help Freeborn County measure program effectiveness, demonstrate accountability, and evaluate progress toward opioid settlement goals related to prevention, treatment support, recovery engagement, and community wellness.

Project Management & Administrative Support – $2,500

Funding will support project coordination, implementation oversight, stakeholder communication, meeting participation, technical assistance, reporting administration, and overall grant management activities. Dedicated project management ensures successful deployment, timely reporting, quality assurance, and effective coordination between Meetopolis, county stakeholders, treatment providers, recovery organizations, and community partners.

Budget Summary

Budget Category	Amount
Meetopolis Platform Licensing & Hosting	$25,000
Platform Configuration & County Branding	$5,000
Participant Enrollment & Community Outreach	$7,500
Peer Support & Recovery Engagement Activities	$5,000
Data Collection, Reporting & Evaluation	$5,000
Project Management & Administrative Support	$2,500
Total Request	$50,000

This investment will provide Freeborn County residents with year-round access to recovery support, peer engagement, resource navigation, crisis support pathways, treatment referral tools, wellness programming, and measurable outcomes reporting. The proposed project strengthens the county's ability to address substance use disorder, improve recovery outcomes, reduce isolation, and expand access to support services while aligning with opioid settlement priorities and evidence-based recovery practices.

Additional Required Attachments

Attachment 1: Insurance Policy (must meet requirements from page 8)
If unable to meet the requirements, include a written request to waive these requirements.

Attachment 2: W-9

Your application will not be accepted without these two attachments.

Application Review Information

This RFP does not commit Freeborn County to award funds. Submission of an application shall neither obligate, nor entitle an applicant to any funding. Freeborn County reserves the following rights, to be exercised in Freeborn County’s sole and absolute discretion:

1) to determine whether any aspect of an application satisfactorily meets the criteria established in this RFP;
2) to seek clarification or additional information from any applicant;
3) to negotiate, sequentially or simultaneously, pricing and / or terms with any applicant or vendor;
4) to reject any or all applications with or without cause;
5) to waive any irregularities or informalities in an application;
6) to cancel or amend by addenda this RFP, in part or entirely;
7) to award multiple awards to applicants;
8) award reimbursement to a vendor that did not submit an application.

Upon contracting, Freeborn County will reimburse grantees for prior – authorized, rendered services only.

For Freeborn County Staff Use Only:

Contract for Opioid RFP Award Approval:

Freeborn County agrees to fund _______in the amount of ($) ________ based on the information submitted in the above application.

With this grant of funds _______________ agrees to:

1. Use funds appropriately to implement plan as outlined in the contract.
2. Participate in post evaluation of the project.
3. Submit a success story on the results of the project implementation as requested.
4. Funds will be allotted on a reimbursement basis only, unless otherwise approved by the Freeborn County Board of Commissioners; invoice and proof of purchase must accompany.
5. Indemnify and hold harmless Freeborn County and its agents and employees for any cause of action raised by purchases made through this agreement. Distribution of funds through this agreement does not constitute a partnership or mutual working agreement between the Organization and Freeborn County.

(Applicant Signature)	(Director)
Date:	Date:

EXHIBIT A

List of Opioid Remediation Uses

Settlement fund recipients shall choose from among abatement strategies, including but not limited to those listed in this Exhibit. The programs and strategies listed in this Exhibit are not exclusive, and fund recipients shall have flexibility to modify their abatement approach as needed and as new uses are discovered.

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder ("*OUD*") and any co-occurring Substance Use Disorder or Mental Health ("*SUD/MH*") conditions through evidence-based or evidence-informed programs[5] or strategies that may include, but are not limited to, those that:[6]

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication for Opioid Use Disorder ("MOUD")[7] approved by the U.S. Food and Drug Administration, including by making capital expenditures to purchase, rehabilitate, or expand facilities that offer treatment.

2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine ("*ASAM*") continuum of care for OUD and any co-occurring SUD/MH conditions.

3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MOUD, as well as counseling, psychiatric support, and other treatment and recovery support services.

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[5] Use of the terms "evidence-based," "evidence-informed," or "best practices" shall not limit the ability of recipients to fund innovative services or those built on culturally specific needs. Rather, recipients are encouraged to support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions.

[6] As used in this Exhibit, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs.

[7] Historically, pharmacological treatment for opioid use disorder was referred to as "Medication-Assisted Treatment" ("MAT"). It has recently been determined that the better term is "Medication for Opioid Use Disorder" ("MOUD"). This Exhibit will use "MOUD" going forward. Use of the term MOUD is not intended to and shall in no way limit abatement programs or strategies now or into the future as new strategies and terminology evolve.

4. Improve oversight of Opioid Treatment Programs ("*OTPs*") to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.

5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.

6. Provide treatment of trauma for individuals with OUD (*e.g.*, violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (*e.g.*, surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support detoxification (detox) and withdrawal management services for people with OUD and any co-occurring SUD/MH conditions, including but not limited to medical detox, referral to treatment, or connections to other services or supports.

8. Provide training on MOUD for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.

9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH or mental health conditions.

10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.

11. Offer scholarships and supports for certified addiction counselors, licensed alcohol and drug counselors, licensed clinical social workers, licensed mental health counselors, and other mental and behavioral health practitioners or workers, including peer recovery coaches, peer recovery supports, and treatment coordinators, involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, continuing education, licensing fees, or other incentives for providers to work in rural or underserved areas.

12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 ("*DATA 2000*") to prescribe MOUD for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

13. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service–Opioids web-based training curriculum and motivational interviewing.

14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication–Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.

2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.

3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.

5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.

6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.

7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.

8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.

9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.

10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.

11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.

12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including but not limited to new Americans, African Americans, and American Indians.

14. Create and/or support recovery high schools.

15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have—or are at risk of developing—OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.

2. Fund Screening, Brief Intervention and Referral to Treatment ("SBIRT") programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.

3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.

5. Expand services such as navigators and on-call teams to begin MOUD in hospital emergency departments.

6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MOUD, recovery case management or support services.

7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.

8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.

9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.

10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.

11. Expand warm hand-off services to transition to recovery services.

12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.

13. Develop and support best practices on addressing OUD in the workplace.

14. Support assistance programs for health care providers with OUD.

15. Engage non-profits and the faith community as a system to support outreach for treatment.

16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. <u>ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS</u>

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:

    1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative ("*PAARI*");

2. Active outreach strategies such as the Drug Abuse Response Team ("*DART*") model;

3. "Naloxone Plus" strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;

4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion ("*LEAD*") model;

5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MOUD, and related services.

3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.

4. Provide evidence-informed treatment, including MOUD, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.

5. Provide evidence-informed treatment, including MOUD, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.

6. Support critical time interventions ("*CTI*"), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF THE PERINATAL POPULATION, CAREGIVERS, AND FAMILIES, INCLUDING BABIES WITH NEONATAL OPIOID WITHDRAWAL SYNDROME.

Address the needs of the perinatal population and caregivers with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal opioid withdrawal syndrome ("*NOWS*"), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MOUD, recovery services and supports, and prevention services for the perinatal population—or individuals who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to caregivers and families affected by Neonatal Opioid Withdrawal Syndrome.

2. Expand comprehensive evidence-based treatment and recovery services, including MOUD, for uninsured individuals with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.

3. Provide training for obstetricians or other healthcare personnel who work with the perinatal population and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.

4. Expand comprehensive evidence-based treatment and recovery support for NOWS babies; expand services for better continuum of care with infant-caregiver dyad; and expand long-term treatment and services for medical monitoring of NOWS babies and their caregivers and families.

5. Provide training to health care providers who work with the perinatal population and caregivers on best practices for compliance with federal requirements that children born with NOWS get referred to appropriate services and receive a plan of safe care.

6. Provide child and family supports for caregivers with OUD and any co-occurring SUD/MH conditions, emphasizing the desire to keep families together.

7. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

8. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.

9. Provide support for Children's Services—Fund additional positions and services, including supportive housing and other residential services, relating to children

being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).

2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.

3. Continuing Medical Education (CME) on appropriate prescribing of opioids.

4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.

5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs ("*PDMPs*"), including, but not limited to, improvements that:

    1. Increase the number of prescribers using PDMPs;

    2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or

    3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MOUD referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.

6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.

7. Increasing electronic prescribing to prevent diversion or forgery.

8. Educating dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse, including but not limited to focusing on risk factors and early interventions.

2. Corrective advertising or affirmative public education campaigns based on evidence.

3. Public education relating to drug disposal.

4. Drug take-back disposal or destruction programs.

5. Funding community anti-drug coalitions that engage in drug prevention efforts.

6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration ("*SAMHSA*").

7. Engaging non-profits and faith-based communities as systems to support prevention.

8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.

11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.

12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health

workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.

2. Public health entities providing free naloxone to anyone in the community.

3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.

4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.

5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.

6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.

8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.

9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.

10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.

12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.

13. Supporting screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in section C, D and H relating to first responders, support the following:

1. Law enforcement expenditures related to the opioid epidemic.

2. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

3. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.

3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.

5. Support multidisciplinary collaborative approaches consisting of, but not limited to, public health, public safety, behavioral health, harm reduction, and others at the state, regional, local, nonprofit, and community level to maximize collective impact.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.

2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (*e.g.*, health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.

2. Research non-opioid treatment of chronic pain.

3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.

5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.

6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (*e.g.*, Hawaii HOPE and Dakota 24/7).

7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring ("*ADAM*") system.

8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.

9. Geospatial analysis of access barriers to MOUD and their association with treatment engagement and treatment outcomes.

M. <u>POST-MORTEM</u>

1. Toxicology tests for the range of opioids, including synthetic opioids, seen in overdose deaths as well as newly evolving synthetic opioids infiltrating the drug supply.

2. Toxicology method development and method validation for the range of synthetic opioids observed now and, in the future, including the cost of installation, maintenance, repairs and training of capital equipment.

3. Autopsies in cases of overdose deaths resulting from opioids and synthetic opioids.

4. Additional storage space/facilities for bodies directly related to opioid or synthetic opioid related deaths.

5. Comprehensive death investigations for individuals where a death is caused by or suspected to have been caused by an opioid or synthetic opioid overdose, whether intentional or accidental (overdose fatality reviews).

6. Indigent burial for unclaimed remains resulting from overdose deaths.

7. Navigation-to-care services for individuals with opioid use disorder who are encountered by the medical examiner's office as either family and/or social network members of decedents dying of opioid overdose.

8. Epidemiologic data management and reporting to public health and public safety stakeholders regarding opioid overdose fatalities.

FREEBORN COUNTY
Minnesota

BOARD OF COUNTY COMMISSIONERS
AGENDA REQUEST

Meeting Date:
July 7, 2026

Action Requested:
Resolution

Submitted By:
Amy Conner, Auditor-Treasurer

Department:
Auditor-Treasurer

Presented By:
Amy Conner, Auditor-Treasurer

Estimated Time Needed:
>5 minutes

Summary of Issue/Topic:
The Twin Lakes Firemens Relief Association has submitted an application for temporary off-site gambling at Hickory Hills Campground from June 20th to July 25th, 2026. The relief association is a 501(c)3 organization. They plan to have bingo, electronic pull-tabs, paper pull-tabs, and paddlewheel. The application was approved by Nunda township on June 11th, 2026. They have also agreed to a lease with Hickory HIlls campground. A percentage of gambling earnings will be given to the campground. If approved, the application will be sent to the Minnesota Gambling Control Board for their final approval.

Options/Alternatives/Other Comments:

Recommended Board Action:
Resolution approving the Off Site Gambling application for Twin Lakes Firemens Relief Association at Hickory Hills Campground.

Fiscal Impact:
There is no county fee associated with this permit.

Responsible Party for Contract Signatures:

FREEBORN COUNTY, MINNESOTA - BOARD OF COMMISSIONERS

RESOLUTION NO. 26-XXX

TITLE: RESOLUTION APPROVING GAMBLING LICENSE APPLICATION FOR TWIN LAKES FIREMENS RELIEF ASSOCIATION

WHEREAS, The Twin Lakes Firemens Relief Association has submitted an application for temporary gambling at Hickory Hills Campground;

WHEREAS, The application was approved by the Nunda Township Board on June 22, 2026;

NOW, THEREFORE, BE IT RESOLVED, by the Freeborn County Board of Commissioners, that the Freeborn County Board of Commissioners approves the gambling license.

BE IT FURTHER RESOLVED, that this resolution shall take effect immediately upon its adoption.

Adopted this 7th of July, 2026.

By:

____
Brad Edwin, Chair
Freeborn County Board of Commissioners

Attest:

____
County Board Clerk

MINNESOTA LAWFUL GAMBLING

LG230 Application to Conduct Off-Site Gambling

No Fee

ORGANIZATION INFORMATION

Organization Name: Twin Lakes Firemens Relief Association License Number: [redacted]

Address: 204 Main St. E City: Twin Lakes MN Zip: 56089

Chief Executive Officer (CEO) Name: Lance Hagen Daytime Phone: [redacted]

Gambling Manager Name: Janel Heideman Daytime Phone: [redacted]

GAMBLING ACTIVITY

Twelve off-site events are allowed each calendar year not to exceed a total of 36 days.

From 06/20/2026 to 07/25/2026

Check the type of games that will be conducted:

- [ ] Raffle
- [ ] Pull-Tabs
- [x] Bingo
- [ ] Tipboards
- [x] Paddlewheel

GAMBLING PREMISES

Name of location where gambling activity will be conducted: Hickory Hills Campground

Street address and City (or township): 15694 717th Ave. Albert Lea Zip 56007 County: Freeborn

- Do not use a post office box.
- If no street address, write in road designations (example: 3 miles east of Hwy. 63 on County Road 42)

Does your organization own the gambling premises?

- [ ] **Yes** If yes, a lease is not required.
- [x] **No** If no, the lease agreement below must be completed, and signed by the lessor.

LEASE AGREEMENT FOR OFF-SITE ACTIVITY (a lease agreement is not required for raffles)

Rent to be paid for the leased area: $ 0 (if none, write "0")

All obligations and agreements between the organization and the lessor are listed below or attached:

- Any attachments must be dated and signed by both the lessor and lessee.
- This lease and any attachments is the total and only agreement between the lessor and the organization conducting gambling activities.
- Other terms, if any:

HH Lessor's Signature: Jennifer Burmeister Date: 6/11/26

Print Lessor's Name: Jennifer Burmeister

CONTINUE TO PAGE 2

LG230 Application to Conduct Off-Site Gambling

Acknowledgment by Local Unit of Government: Approval by Resolution

CITY APPROVAL
for a gambling premises located within city limits

City Name:

Date Approved by City Council:

Resolution Number:
(If none, attach meeting minutes.)

Signature of City Personnel:

Title: Date Signed:

Local unit of government must sign.

X

COUNTY APPROVAL
for a gambling premises located in a township

County Name:

Date Approved by County Board:

Resolution Number:
(If none, attach meeting minutes.)

Signature of County Personnel:

Title: Date Signed:

TOWNSHIP NAME: Nunda Township

Complete below only if required by the county.
On behalf of the township, I acknowledge that the organization is applying to conduct gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minnesota Statutes 349.213, Subd. 2.)

Print Township Name: Nunda Township

Signature of Township Officer: Susan Erickson

Title: Township Clerk Date Signed: 6/11/26

CHIEF EXECUTIVE OFFICER (CEO) ACKNOWLEDGMENT

The person signing this application must be your organization's CEO and have their name on file with the Gambling Control Board. If the CEO has changed and the current CEO has not filed a LG200B Organization Officers Affidavit with the Gambling Control Board, he or she must do so at this time.

I have read this application, and all information is true, accurate, and complete and, if applicable, agree to the ... stated in this application.

by: [signature] Minnesotan Without Prejudice

Signature of CEO (must be CEO's signature; designee may not sign)

Date 6/11/2026

Mail or fax to:

Minnesota Gambling Control Board
Suite 300 South
1711 West County Road B
Roseville, MN 55113
Fax: 651-639-4032

No attachments required.

Questions? Contact a Licensing Specialist at 651-539-1900

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

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process your organization's application.

Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public.

If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public.

Private data about your organization are available to: Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after the ...; and anyone with your written consent.

MINNESOTA LAWFUL GAMBLING

LG214 Premises Permit Application

Annual Fee $150 (NON-REFUNDABLE)

REQUIRED ATTACHMENTS TO LG214

1. If the premises is leased, attach a copy of your lease. Use **LG215 Lease for Lawful Gambling Activity.**
2. $150 annual premises permit fee, for each permit (non-refundable). Make check payable to "**State of Minnesota**."

Mail the application and required attachments to:
Minnesota Gambling Control Board
1711 West County Road B, Suite [illegible]
Roseville, MN 5511[illegible]

Questions? Call 651-[illegible]

ORGANIZATION INFORMATION

Organization Name: Twin Lakes Firemens Relief Association

License Number: [redacted]

Chief Executive Officer (CEO): Lance Hagen

Daytime Phone: [redacted]

Gambling Manager: Janel Heideman

Daytime Phone: [redacted]

GAMBLING PREMISES INFORMATION

Current name of site where gambling will be conducted: Hickory Hills Campground

List any previous names for this location:

Street address where premises is located: 15694 717th Ave Albert Lea, MN 56007
(Do not use a P.O. box number or mailing address.)

City:	OR Township:	County:	Zip Code
	Nunda	Freeborn	56089

Does your organization own the building where the gambling will be conducted?

☐ Yes ☒ **No** **If no,** attach LG215 Lease for Lawful Gambling Activity.

A lease is not required if only a raffle will be conducted.

Is any other organization conducting gambling at this site? ☐ Yes ☒ No ☐ Don't know

Note: Bar bingo can only be conducted at a site where another form of lawful gambling is being conducted by the [illegible] organization or another permitted organization. Electronic games can only be conducted at a site where paper pull-tabs are [illegible].

Has your organization previously conducted gambling at this site? ☐ Yes ☒ No ☐ Don't know

GAMBLING BANK ACCOUNT INFORMATION; MUST BE IN MINNESOTA

Bank Name: Alerus

Bank Account Number: [redacted]

Bank Street Address: 143 W. Clark St. City: Albert Lea State: MN Zipcode 56089

ALL TEMPORARY AND PERMANENT OFF-SITE STORAGE SPACES

Address (Do not use a P.O. box number):	City	State	Zip
204 Main St. E	Twin Lakes	MN	56089
		MN	
		MN	

LG214 Premises Permit Application

ACKNOWLEDGMENT BY LOCAL UNIT OF GOVERNMENT: APPROVAL BY RESOLUTION

CITY APPROVAL
for a gambling premises located within city limits

City Name:

Date Approved by City Council

Resolution Number:
(If none, attach meeting minutes.)

Signature of City Personnel

Title:

Date Signed:

Local unit of government must sign.

COUNTY APPROVAL
for a gambling premises located in a township

County Name: Nunda Township

Date Approved by County Board: June 11, 2026

Resolution Number: 26-5
(If none, attach meeting minutes.)

Signature of County Personnel: Susan Erickson

Title: Township Clerk Date Signed: 6/11/26

TOWNSHIP NAME: Nunda Township

Complete below only if required by the county.
On behalf of the township, I acknowledge that the organization is applying to conduct gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minnesota Statutes 349.213, Subd. 2.)

Print Township Name: Nunda Township

Signature of Township Officer: Susan Erickson

Title: Township Clerk Date Signed: 6/11/26

ACKNOWLEDGMENT AND OATH

1. I hereby consent that local law enforcement officers, the Board or its agents, and the commissioners of revenue or public safety and their agents may enter and inspect the premises.
2. The Board and its agents, and the commissioners of revenue and public safety and their agents, are authorized to inspect the bank records of the gambling account whenever necessary to fulfill requirements of current gambling rules and law.
3. I have read this application and all information submitted to the Board is true, accurate, and complete.
4. ... has been fully disclosed.
5. ... executive officer of the organization.
6. I assume full responsibility for the fair and lawful operation of all activities to be conducted.
7. I will familiarize myself with the laws of Minnesota governing lawful gambling and rules of the Board and agree, if licensed, to abide by those laws and rules, including amendments to them.
8. Any changes in application information will be submitted to the Board no later than ten days after the change has taken effect.
9. I understand that failure to provide required information or providing false or misleading information may result in the denial or revocation of the license.
10. I understand the fee is non-refundable regardless of approval/denial.

by: James A. Hagen Minnesota without Prejudice

Signature of Chief Executive Officer (designee may not sign)

Date 6/11/2026

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

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

An equal opportunity employer

MINNESOTA LAWFUL GAMBLING

LG215 Lease for Lawful Gambling Activity

LEASE INFORMATION

Organization: Twin Lakes Firemens Relief Association
License/Site Number: [redacted]
Daytime Phone: 507-373-6794

Address: 204 Main St. E
City: Twin Lakes
State: Zip: MN 56089

Name of Leased Premises: Hickory Hills Campground
Street Address: 15694 717th Ave

City: Albert Lea
State: MN Zip: MN 56007
Daytime Phone: 507-852-4555

Name of Legal Owner: J.J. Recreation Inc.
Business/Street Address: 4369 260th St E.

City: Faribault
State: Zip: MN. 55021
Daytime Phone: 507-581-3782

Name of Lessor **(if same as legal owner, write "SAME")**: SAME
Address:

City:
State: Zip:
Daytime Phone:

Check applicable item:

- [x] **New or amended lease.** Effective date: 07/01/2026 Submit changes at least ten days **before** the effective date of the change.
- [ ] **New owner.** Effective date: ______________. Submit new lease **within** ten days after new lessor assumes ownership.

CHECK ALL ACTIVITY THAT WILL BE CONDUCTED (no lease required for raffles)

- [ ] Pull-Tabs (paper)
- [x] Pull-Tabs (paper) with dispensing device
- [ ] Bar Bingo
- [x] Bingo
- [ ] Tipboards
- [x] Paddlewheel
- [ ] Paddlewheel with table
- [x] Electronic Pull-Tabs
- [ ] Electronic Linked Bingo

Electronic games may only be conducted:

1. at a premises licensed for the on-sale of intoxicating liquor or the on-sale of 3.2% malt beverages; or
2. at a premises where bingo is conducted as the primary business and has a seating capacity of at least 100.

PULL-TAB, TIPBOARD, AND PADDLEWHEEL RENT (separate rent for booth and bar ops)

BOOTH OPERATION: Some or all sales of gambling equipment are conducted by an employee/volunteer of a licensed organization at the leased premises.

ALL GAMES, including electronic games: Monthly rent to be paid: ____%, not to exceed **10%** of gross profits for that month.

- Total rent paid from all organizations for only booth operations at the leased premises **may not exceed $1,750**.
- The rent cap does not include BAR OPERATION rent for electronic games conducted by the lessor.

BAR OPERATION: All sales of gambling equipment conducted by the lessor or lessor's employee.

ELECTRONIC GAMES: Monthly rent to be paid: 15 %, not to exceed **15%** of the gross profits for that month from electronic pull-tab games and electronic linked bingo games.

* **ALL OTHER GAMES**: Monthly rent to be paid: 20 %, not to exceed **20%** of gross profits from all other forms of lawful gambling.

- If any booth sales conducted by a licensed organization at the premises, rent may not exceed **10%** of gross profits for that month and is subject to booth operation **$1,750** cap.

BINGO RENT (for leased premises where bingo is the primary business conducted, such as bingo hall)

Bingo rent is limited to one of the following:

- Rent to be paid: 0 %, not to exceed **10%** of the monthly gross profit from all lawful gambling activities held during bingo occasions, excluding bar bingo.

- OR -

- Rate to be paid: $ ___________ per square foot, not to exceed 110% of a comparable cost per square foot for leased space, as approved by the director of the Gambling Control Board. The lessor must attach documentation, verified by the organization, to confirm the comparable rate and all applicable costs to be paid by the organization to the lessor.

⇒ **Rent may not be paid for bar bingo.**
Bar bingo does not include bingo games linked to other permitted premises.

LEASE TERMINATION CLAUSE (must be completed)

The lease may be terminated by either party with a written 30 day notice. Other terms:

LG215 Lease for Lawful Gambling Activity

Lease Term: The term of this agreement will be concurrent with the premises permit issued by the Gambling Control Board (Board).

Management: The owner of the premises or the lessor will not manage the conduct of lawful gambling at the premises. The organization may not conduct any activity on behalf of the lessor on the leased premises.

Participation as Players Prohibited: The lessor will not participate directly or indirectly as a player in any lawful gambling conducted on the premises. The lessor's immediate family and any agents or gambling employees of the lessor will not participate as players in the conduct of lawful gambling on the premises, except as authorized by Minnesota Statutes, Section 349.181.

Illegal Gambling: The lessor is aware of the prohibition against illegal gambling in Minnesota Statutes 609.75, and the penalties for illegal gambling violations in Minnesota Rules 7865.0220, Subpart 3. In addition, the Board may authorize the organization to withhold rent for a period of up to 90 days if the Board determines that illegal gambling occurred on the premises or that the lessor or its employees participated in the illegal gambling or knew of the gambling and did not take prompt action to stop the gambling. Continued tenancy of the organization is authorized without payment of rent during the time period determined by the Board for violations of this provision, as authorized by Minnesota Statutes, Section 349.18, Subd. 1(a).

To the best of the lessor's knowledge, the lessor affirms that any and all games or devices located on the premises are not being used, and are not capable of being used, in a manner that violates the prohibitions against illegal gambling in Minnesota Statutes 609.75.

Notwithstanding Minnesota Rules 7865.0220, Subpart 3, an organization must continue making rent payments under the terms of this lease, if the organization or its agents are found to be solely responsible for any illegal gambling, conducted at this site, that is prohibited by Minnesota Rules 7861.0260, Subpart 1, item H, or Minnesota Statutes, Section 609.75, unless the organization's agents responsible for the illegal gambling activity are also agents or employees of the lessor.

The lessor must not modify or terminate the lease in whole or in part because the organization reported, to a state or local law enforcement authority or to the Board, the conduct of illegal gambling activity at this site in which the organization did not participate.

Other Prohibitions: The lessor will not impose restrictions on the organization with respect to providers (distributor or linked bingo game provider) of gambling-related equipment and services or in the use of net profits for lawful purposes.

The lessor, the lessor's immediate family, any person residing in the same residence as the lessor, and any agents or employees of the lessor will not require the organization to perform any action that would violate statute or rule. The lessor must not modify or terminate this lease in whole or in part due to the lessor's violation of this provision. If there is a dispute as to whether a violation occurred, the lease will remain in effect pending a final determination by the Compliance Review Group (CRG) of the Board. The lessor agrees to arbitration when a violation of this provision is alleged. The arbitrator shall be the CRG.

Access to Permitted Premises: Consent is given to the Board and its agents, the commissioners of revenue and public safety and their agents, and law enforcement personnel to enter and inspect the permitted premises at any reasonable time during the business hours of the lessor. The organization has access to the premises during any time reasonable and when necessary for the conduct of lawful gambling.

Lessor Records: The lessor must maintain a record of all money received from the organization, and make the record available to the Board and its agents, and the commissioners of revenue and public safety and their agents upon demand. The record must be maintained for 3-1/2 years.

Rent All-Inclusive: Amounts paid as rent by the organization to the lessor are all-inclusive. No other services or expenses provided or contracted by the lessor may be paid by the organization, including but not limited to:

- trash removal
- electricity, heat
- snow removal
- storage
- janitorial and cleaning services
- other utilities or services
- lawn services
- security, security monitoring
- cost of any communication network or service required to conduct electronic pull-tabs games or electronic bingo
- in the case of bar operations, cash shortages.

Any other expenditures made by an organization that is related to a leased premises must be approved by the director of the Board. Rent payments may not be made to an individual.

ACKNOWLEDGMENT OF LEASE TERMS

I affirm that this lease is the total and only agreement between the lessor and the organization, and that all obligations and agreements are contained in or attached to this lease and are subject to the approval of the director of the Gambling Control Board.

Other terms of the lease:

Signature of Lessor: Jennifer Burmeister Date: 4/11/24	Signature of Organization Official (Lessee) Date: by: Lance A. Hagen Minnesota without prejudice
Print Name and Title of Lessor: Jennifer Burmeister	Print Name and Title of Lessee: Lance Hagen - President

Questions? Contact the Licensing Section, Gambling Control Board, at 651-539-1900. This publication will be made available in alternative format (i.e. large print, braille) upon request. **Data privacy notice:** The information requested on this form and any attachments will become public information when received by the Board, and will be used to determine your compliance with Minnesota statutes and rules governing lawful gambling activities.

Mail or fax lease to:
Minnesota Gambling Control Board
1711 W. County Road B, Suite 300 South
Roseville, MN 55113
Fax: 651-639-4032

NUNDA TOWNSHIP
FREEBORN COUNTY, MINNESOTA

RESOLUTION NO. 26-5

RESOLUTION APPROVING LAWFUL GAMBLING BY TWIN LAKES FIREMEN'S RELIEF ASSOCIATION

WHEREAS, Twin Lakes Firemen's Relief Association is a nonprofit organization organized under the laws of the State of Minnesota; and

WHEREAS, Twin Lakes Firemen's Relief Association has applied for or intends to apply for a lawful gambling license from the Minnesota Gambling Control Board pursuant to Minnesota Statutes Chapter 349; and

WHEREAS, Minnesota law requires local governmental approval before certain lawful gambling activities may be conducted within the jurisdiction of a township; and

WHEREAS, the Town Board of Nunda Township has determined that approval of lawful gambling conducted by Twin Lakes Firemen's Relief Association is in the best interests of the Township and its residents.

NOW, THEREFORE, BE IT RESOLVED by the Town Board of Nunda Township, Freeborn County, Minnesota, as follows:

1. Nunda Township hereby approves the conduct of lawful gambling by Twin Lakes Firemen's Relief Association within Nunda Township, Minnesota, in accordance with Minnesota Statutes, Chapter 349, and all applicable rules and regulations of the Minnesota Gambling Control Board.

2. This approval is subject to the organization obtaining and maintaining all licenses, permits, and approvals required by law.

3. This Resolution shall take effect immediately upon its adoption.

Adopted by the Town Board of Nunda Township, Freeborn County, Minnesota, this 11th day of June, 2026.

TOWN OF NUNDA

Town Board Chair

Susan Erickson
Town Clerk

ATTEST:

Susan Erickson
Town Clerk

Twin Lakes Firemens Relief Association

Location: Twin Lakes, MN, United States

EIN: [redacted]

Tax status: 501(c)(3) Public Charity

Suggest an edit

Do you manage Twin Lakes Firemens Relief Association?
Claim it here.

Summary Forms 990

Contact Information

Address
Twin Lakes Firemens Relief Association
101 Main St W
Twin Lakes, MN 56089
United States

FREEBORN COUNTY
Minnesota

BOARD OF COUNTY COMMISSIONERS
AGENDA REQUEST

Meeting Date:
July 7, 2026

Action Requested:
Resolution

Submitted By:
Steve Rick, Pre-Trial & Probation

Department:
Probation & Pre-Trial Services

Presented By:
Steve Rick, Pre-Trial & Probation

Estimated Time Needed:
2 minutes

Summary of Issue/Topic:
Freeborn County is the fiscal host and provides staffing and oversight of the Third Judicial District Veteran's Treatment Court (VTC). The program has been funded through a combination of a Federal Grant and a state allocation. The Federal Grant expires on September 30, 2026. Therefore, beginning on October 1, 2026, the primary funding source for the program will be the state allocation. For fiscal year 2027, which begins on July 1, 2026, the VTC will receive an allocation amount of $185,925. In order to receive this funding, the cooperative agreement needs to be renewed between the County and the Third Judicial District. Once the agreement is in place, the County is reimbursed for VTC expenses on a quarterly basis.

It is anticipated VTC will also receive a mini-grant from the State in the amount of $59,150 and approximately $13,000 in roll over funds from FY26. These amounts will be included in amendments to this agreement which will be brought before the Board at a later date.

Options/Alternatives/Other Comments:

Recommended Board Action:
Consider a resolution to renew the Cooperative Agreement with the Third Judicial District Court

Fiscal Impact:
This agreement enables Freeborn County to receive the State Allocation to fund the Veterans Treatment Court program.

Responsible Party for Contract Signatures:
Admin

FREEBORN COUNTY VETERANS TREATMENT COURT
Third Judicial District Court and Freeborn County
COOPERATIVE AGREEMENT

This Agreement, by and between Freeborn County (herein "COUNTY") and the State of Minnesota acting through its agent Third Judicial District Administrator's Office (herein "COURT") is entered into for the period of July 1, 2026, through June 30, 2027.

WHEREAS, the COUNTY has established a Treatment Court program that is designed to intervene in the chemically dependent lifestyles of drug and alcohol offenders and to improve public safety, and;

WHEREAS, the COURT and COUNTY desire to establish cooperative procedures for the implementation and effective operation of the Treatment Court program, and;

WHEREAS, the COURT wishes to enter such an Agreement with COUNTY to purchase services and supplies as more fully described in paragraph I.C. from COUNTY coextensive with the availability of County, State and Federal Funds for such purchase, and

NOW THEREFORE, the parties agree as follows:

I. DEFINITIONS

A. "This Agreement" means this Cooperative Agreement.

B. "Treatment Court" means the Freeborn County Veterans Treatment Court.

C. "Services and Supplies" means services and supplies ordered to enhance the rehabilitation of the Treatment Court participants as allowed in Minnesota Judicial Branch Policy and Procedures Policy Number 511.2(a) and as further defined in Appendix A, Appropriated Monies. These services and supplies are defined as follows:

1. Expenses for Non-Branch Employees: Expenses of non-branch employee team members such as phone reimbursement, supplies, mileage, meals, etc.
2. Travel and Training Expense: Travel and training for treatment court team members, both in state and out of state, provided that the team member is listed on the treatment court roster.
3. Contracted Services: Contracts for non-branch employee team members who are attending staffing and court proceedings; not providing treatment services.
4. Supplies: Treatment Court supplies to include office supplies, office equipment, and administration costs. Supplies for treatment court participants to include workbooks, brochures, pamphlets, diaries, journals, meditation books, and sobriety medallions.
5. Drug Testing Kits and Services: Supplies for drug testing kits and laboratory fees for participants of the treatment court. Expenses must be paid directly to vendors and not to treatment court participants.
6. Bus and Taxi Fare: Bus and Taxi Fare to attend court related activities. Vendors that provide transportation service can be used in areas when bus or taxi service is not available provided the vendor adheres to the insurance requirements of the county. Expenses must be paid directly to vendors and not to the treatment court participants.

II. TERMS OF THE AGREEMENT

A. Agreement Period. The Agreement period is from July 1, 2026, through June 30, 2027, unless otherwise terminated by law or a provision of this Agreement. Upon full execution of this agreement, the effective date shall be July 1, 2026.

B. Payment. The COURT shall reimburse COUNTY for the cost of services and supplies directly related to the Treatment Court program.

C. Payment Rate. The COURT shall compensate Freeborn County for costs COUNTY incurred for services and supplies on behalf of Treatment Court participants during each calendar quarter subject to the following limitations. The cost of the services and supplies provided to Treatment Court participants shall not exceed One Hundred Eighty-Five Thousand Nine Hundred Twenty-Five Dollars ($185,925.00) in the period from July 1, 2026, through June 30, 2027.

D. Billing Procedure. COUNTY shall submit the Treatment Court Financial Status Report which will act as an invoice to the Court on a quarterly basis for services and supplies rendered pursuant to this Agreement.

E. **County and Treatment Court Responsibilities:**

1. **County is responsible to:**
    - a. Provide qualified contractors to be Treatment Court team members including a Mental Health Consultant and facilitators for educational groups to provide services to Treatment Court participants with co-occurring disorders and monitor the provision of the services to participants.
    - b. Authorize and approve employee expenses for mileage, meals, parking away from the primary work site.
    - c. Provide supplies and office equipment; drug testing kits and services; and bus and taxi fare for Treatment Court participants as needed per section 2.e. below.
    - d. Treatment Courts receiving Minnesota Judicial Branch funding in Fiscal Year 2027 must comply with the following conditions:
        - Report quarterly statistics using the Treatment Court Tracking Sheet (where applicable)
        - Report treatment court data upon implementation of the Tyler Supervision Module
        - Provide documentation of 30% local match (cash or in-kind) as requested
        - Provide annual caseload information as requested;
        - Participate in the Minnesota Treatment Court Peer Review program if requested. (Additional information will be provided prior to participation)
        - Engage state and local partners in discussions about developing a sustainable treatment court including the exploration of federal, state, and local funding streams to support ongoing treatment court operations
        - Must follow all Minnesota Judicial Branch Treatment Court Financial Policies.

2. **Both County and The Court are responsible to:**
    - a. Identify, provide training and monitor safety issues, practices and policies to assure the safety of employees, clients and the public.
    - b. Jointly establish training requirements and seek/select and approve appropriate training to meet the required training needs.
    - c. Arrive at financial agreements that allow the Court and County to operate within fiscally sound principles that meet the payment and receipt procedures.
    - d. Agree on what information systems will be utilized, what data must be

acquired, entered and maintained, and who has access rights to the resulting information.

e. Create the Treatment Court program design, program delivery methods, participant eligibility criteria, graduation criteria, termination criteria, caseload caps, office equipment, and alcohol and drug testing protocols.

F. TERMINATION

1. With or Without Cause. This Agreement may be terminated prior to the last day of the Agreement period by either party, with or without cause, by giving thirty (30) calendar days written notice to the other party. This Agreement shall be terminated on the date of termination specified in the written notice or thirty (30) calendar days after the written notice is received by the receiving party, whichever is later.
2. Non-Appropriation. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by either party in the event sufficient funds from county, state, or federal sources are not appropriated, obtained and continued at least at the level relied on for the performance of this Agreement, and the non-appropriation of funds did not result from any act of bad faith on the part of the Court.

G. ADMINISTRATION

1. Administration of the contract terms will be monitored for County by Stephen Rick, Freeborn County Probation Services Director, or his successor, 411 South Broadway, Albert Lea MN 56007 and all inquiries shall be directed to the attention of the Probation Services Director.
2. Administration of the contract terms will be monitored for the Court by Shelley Ellefson, Third Judicial District Administrator, or her designee, 1696 Greenview Dr. SW, Rochester MN 55902, and all inquiries shall be directed to her attention.

H. LIABLE FOR OWN ACTS.

County and the Court agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. The Court liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section 3.736, and other applicable law. It is understood and agreed that the provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466, and other applicable laws govern liability arising from the acts or omissions of County or its employees. County shall require that contractors selected by it shall be insured in amounts consistent with the limits of liability under Minnesota Statutes, Section 3.736 and Chapter 466, in the event of malpractice or injury to the treatment court participants served by the contractor. Each Party warrants that it has an insurance or self-insurance program that has minimum coverage consistent with the liability limits required of it.

I. COMPLIANCE WITH LAWS/STANDARDS.

Each Party to this Agreement shall abide by all Federal State or local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Cooperative Agreement or to the facilities, programs and staff for which the Party is responsible.

J. STATE AUDIT.

The books, records, documents, and accounting procedures and practices of County and its employees or representatives, relevant to this Cooperative Agreement must be made available and subject to examination by the State, including the State, Legislative Auditor, and State Auditor, for a minimum of six years from the end of this agreement.

K. DATA PRIVACY.

It is expressly agreed that County and its employees are independently required to comply with the requirements of the Minnesota Government Data Practices Act. The Court and its employees are bound by the Minnesota Rules of Public Access to Records of the Judicial Branch. Both parties agree that neither shall be liable for any violation of any provision of the Data Practices Act or the Rules of Public Access to Records of the Judicial Branch indirectly or directly arising out of, resulting from, or in any manner attributable to the actions of the other party. County shall require that its contractors comply with the requirements of the Minnesota Government Data Practices Act and the Minnesota Rules of Public Access to Records of the Judicial Branch with respect to data on Treatment Court participants.

L. INDEPENDENT CONTRACTOR.

Any and all claims that arise or may arise against a Party to this Agreement, including its officials, employees or agents as a consequence of any act or omission on the part of that Party or its officials, employees or agents, while engaged in the performance of this Agreement, shall in no way be the obligation or responsibility of the other Party.

M. ASSIGNMENT. COUNTY shall neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the Court.

N. AMENDMENTS. Any amendments to this Agreement are only valid when reduced to writing, specifically identifies as an amendment, and signed by both parties' authorized representatives.

O. SEVERABILITY. The provisions of this Agreement are severable. If any provision of this Agreement is void, invalid, or unenforceable, it will not affect the validity and enforceability of the remainder of this Agreement unless the void, invalid, or unenforceable provision substantially impairs the value of the entire Agreement with respect to either party

P. MERGER. This Agreement is the final expression of the agreement of the parties. This Agreement supersedes all prior negotiations, understandings, or agreements. There are no representations, warranties, or provisions, either oral or written, not contained herein.

STATE COURT ADMINISTRATOR POLICY and PROCEDURES 511.2(a); TREATMENT COURT EXPENSES
For further details see State Court Administrator Policy and Procedures 511.2(a); Treatment Court Expenses

Revised 5.1.25

	Appropriated Monies	Participation Fees	Gifts and Donations[1]	Grants (MJB Fiscal Agent)	Approval	Notes
	1000 Fund	2000 Fund	2403 Fund	3000 Fund	Who must approve any relevant expenses?	
Salaries, Branch Employees	Yes	Yes	Yes	Yes		
Expenses, Branch Employees	Yes	Yes	Yes	Yes		
Salaries for non-branch employee team members	Yes	Yes	Yes	Yes	JDA	Need JDA approval
Contracts for professional services of non-branch employee team members	Yes	Yes	Yes	Yes	JDA, SCAO Legal Counsel Division	Contracts for profesional services of non-branch employee team members including probation, defense attorney, mental health providers, Certified Peer Support Specialists, law enforcement, or other essential team members that are non-MJB employees. Please review Minnesota Treatment Court Standard I (Team Composition).
Expenses for non-branch employee team members (Such as cell phone reimbursement, supplies, mileage, meals, etc)	Yes	Yes	Yes	Yes	JDA	Need JDA approval, in accordance with MJB travel policy
Travel/Training (both in state and out of state)						
Branch Employee/Judge	Yes	Yes	Yes	Yes		
Non-Branch Employee Team member	Yes	Yes	Yes	Yes	JDA	Need JDA approval through special expense form.
Meal during meetings/training for team members	Yes	Yes	Yes	Yes		Must adhere to the special expense policy 205(n) found on CourtNET.
Professional Memberships to National Association of Drug Court Professionals (All Rise)						
Branch Employee/Judge	Yes	Yes	Yes	Yes		
Non-Branch Employee Team member/volunteer	Yes	Yes	Yes	Yes		If the non-branch employee team member/volunteer is attending the All Rise National Conference, professional membership dues would be allowable to offset the conference registration fee
Training Workshops/Conferences offered by Districts or local jurisdictions that others are invited to attend.	Yes	Yes	Yes	Yes	STCC	Training Workshops/Conferences and a detailed listing of expenses must be approved by the State Treatment Court Coordinator. Eligible expenses include room rental, catering, AV equipment, presenters/trainers, and training materials.
Office Supplies/Equipment/Admin costs	Yes	Yes	Yes	Yes		
Drug/alcohol testing supplies and laboratory confirmation tests	Yes	Yes	Yes	Yes		Drug/alcohol testing supplies and laboratory confirmation tests including urine drug/alcohol testing cups and dips, oral fluid tests, sweat patches, hair follicle tests, laboratory confirmation testing, latex gloves or similar products needed to administer the drug/alcohol test, and contracts with vendors that administer drug/alcohol testing.
Electronic Home Monitoring Installation and daily fees	Yes	Yes	Yes	Yes		Must be paid directly to vendor. If proper Cooperative Agreements are in place, the county could pay the vendor directly and be reimbursed with allowable funds (participation fees, gifts/donations, grants). The use of GPS on such devices requires a court order.
Alternate drug/alcohol testing devices (Soberlink SL2 devices, ocular scanners, fingerprint scanners, portable breath test devices, smart phone technology devices, etc.)	Yes	Yes	Yes	Yes	JDA, SCAO Legal Counsel Division	Probation, law enforcement, or other entity must take all responsibility for the devices including ownership and maintenance. Proper Cooperative Agreements must be in place prior to purchasing the devices so all parties are aware of the responsibilities, liabilities, and exhange of funds to purchase the devices.
Graduation Recognition						
Cakes, desserts, and refreshments	No	Yes	Yes+	Yes		
Meals for Participants	No	Yes	Yes+	Yes		Cost per person per meal is not to exceed the rate for lunch outlined in the State Court Administrator Policy 205(a); Travel and Reimbursement Policies and Procedures. Costs for graduations are not to exceed the total cost of 14 meals.
Meals for Family/Friends	No	Yes	Yes+	Yes		Cost per person per meal is not to exceed the rate for lunch outlined in the State Court Administrator Policy 205(a); Travel and Reimbursement Policies and Procedures. Costs for graduations are not to exceed the total cost of 14 meals.
Graduation Memento (including but not limited to frames for graduation certificates)	No	Yes	Yes+	Yes		Memento costs not to exceed $50 per person
Team Member/Participant Activities and Events					STCC	Twice per year out of 2000 fund. Additional activities may be allowed through participant fees, gifts/donations and/or grant funds, but an Annual Plan outlining the schedule of activites must be submitted to and approved by the State Treatment Court Coordinator by May 1st prior to the upcoming fiscal year. Team Member/Participant Activity and Event examples include picnics/BBQ, special occasion party, and activities such as Kickball or Softball Tournaments. Cost per person per meal is not to exceed the rate for lunch outlined in the State Court Administrator Policy 205(a); Travel and Reimbursement Policies and Procedures. Costs for graduations are not to exceed the total cost of 14 meals.-Activity cost is not to exceed $15 per person. Activity costs for active participants, graduates and rostered team members will be covered.
Cake, desserts, and Refreshments	No	Yes	Yes+	Yes		
Meals for Participants	No	Yes	Yes+	Yes		Cost per person per meal is not to exceed the rate for lunch outlined in the State Court Administrator Policy 205(a); Travel and Reimbursement Policies and Procedures.
Meals for Family/Friends	No	Yes	Yes+	Yes		Cost per person per meal is not to exceed the rate for lunch outlined in the State Court Administrator Policy 205(a); Travel and Reimbursement Policies and Procedures.
Activity Costs	No	Yes	Yes+	Yes		Activity costs not to exceed $15 per person

	Appropriated Monies	Participation Fees	Gifts and Donations[1]	Grants (MJB Fiscal Agent)	Approval	Notes
	1000 Fund	2000 Fund	2403 Fund	3000 Fund	Who must approve any relevant expenses?	
Specialty Court Anniversary Parties (5 Year increments)						
Cake, desserts, and Refreshments	No	Yes	Yes+	Yes		
Meals for Participants	No	Yes	Yes+	Yes		Cost per person per meal is not to exceed the rate for lunch outlined in the State Court Administrator Policy 205(a); Travel and Reimbursement Policies and Procedures.
Meals for Family/Friends	No	Yes	Yes+	Yes		Cost per person per meal is not to exceed the rate for lunch outlined in the State Court Administrator Policy 205(a); Travel and Reimbursement Policies and Procedures.
Workbooks, brochures, pamphlets, diaries, journals, meditation books	Yes	Yes	Yes	Yes		
Brochures, pamphlets, or videos marketing the treatment court used for public outreach	Yes	Yes	Yes	Yes		
Sobriety Tokens/Medallions	Yes	Yes	Yes	Yes		
Bus Passes/Taxi Fare	Yes	Yes	Yes	Yes		To get to and from court related activities; Transportation vendors are allowable if bus/taxi are not available and paid directly to vendor
Incentives($75 max) See gift and incentive policy						
Retail Items	No	Yes	Yes	Yes		
Prepaid Cards	No	Yes	Yes	Yes		Electronic giftcards are allowable but must be distributed in-person; they may not be emailed or mailed.
Bus Passes	No	Yes	Yes	Yes		
Health Facility	No	Yes	Yes	Yes		
Treatment	No	No	No	No		
Cognitive Behavior Change Programs (i.e. Thinking for a Change, Driving with Care, Moral Reconition Therapy) Classes	Yes	Yes	Yes	Yes	STCC	Cognitive Behavior Change Programs involve skills and instruction designed to alter the dysfunctional criminal thinking patterns exhibited by many defendants. Manualized programs of this type of intervention are led by trained facilitators in a group setting. These groups can be facilitated by the probation agent or contract providers. Does not include educational classes and/or wellnessa activities such as cooking, financial planning, and health/yoga. All Cognitive Behavior Change Program offerings must be approved by the State Treatment Court Coordinator prior to implementation.
Ignition Interlock Installation and Monthly Fees	No	Yes	Yes	Yes		Fees must be paid directly to vendor. If proper Cooperative Agreements are in place, the county could pay the vendor directly and be reimbursed with allowable funds (participation fees, gifts/donations, grants).
Program Evaluation	Yes	Yes	Yes	Yes		Includes contracting with a third-party vendor to conduct a program evaluation of your local treatment court.
Greeting Cards (Graduation cards for graduates and Thank You cards for volunteers and mentors)	No	Yes	Yes	Yes		
Recovery Support Services**	No	No	No	No		See ** below and Appendix A included in written policy.
Gifts						
For Participants	No	No	No	No		
For Participant Family Member	No	No	No	No		
Flowers						
Sympathy	No	No	No	No		
Congratulations	No	No	No	No		
Loans or Financial Assistance	No	No	No	No		

Any use not identified above is prohibited under Judicial Council Policy.

[1] Yes+ donor must specify this type of expense. If donor specifies a purpose not permitted under Judicial Council policy, the Branch cannot accept the gift.

*Any form of grants or interagency agreements should follow the spending guidelines of the grant or interagency funding agreement. In the event of a conflict between the terms of the funding source and Judicial Council policy, the more restrictive shall apply. Funds designated for uses outside of Judicial Counci policy will not be accepted.

**Recovery Support Services (as outlined in Appendix A and defined by the Bureau of Justice Assistance) are non-clinical services that assist individuals and families to recover and stabilize from substance use and mental health disorders. They include social support, linkage to and coordination among allied service providers, and a full range of human services that facilitate recovery and wellness contributing to an improved quality of life. These services can be provided to treatment court participants through grant funds and/or donations and gifts received, but the Minnesota Judicial Branch cannot be the fiscal agent on the grant or the recipient of the donation or gift. If you intend to provide these services as an enhancement to your program, a county/city/tribal entity or other allowable fiscal agent as outlined in the grant, must apply for and administer the grant and all of the Recovery Support Services.

Per a memorandum from Jeff Shorba dated May 23, 2019 that was distributed on June 10, 2019, treatment court grants received prior to March 1, 2019 can be spent in a manner enumerated by the grant until March 1, 2020 even if those expenditures do not comply with this policy. If the grant expires prior to March 1, 2020, any renewal of said grant must follow MJB policy. Current grants that are dated past March 1, 2020, must be amended to comply with MJB policy. Any new grant applications from May 23, 2019 forward must follow MJB/SCAO court financial policies.

STATE OF MINNESOTA

____
Michelle Ellefson, Third Judicial District Admin

Date:__________________________

____
State Court Administration

Date:__________________________

____
Legal Counsel Division

Date:__________________________

Encumbered by:________________________________

COUNTY OF FREEBORN

By____
Freeborn County Board Chair/Date

By____
Freeborn County Probation Services Director/Date

FREEBORN COUNTY
Minnesota

BOARD OF COUNTY COMMISSIONERS
AGENDA REQUEST

Meeting Date:
July 7, 2026

Action Requested:
Resolution

Submitted By:
Lisa Peterson, Public Works Accountant

Department:
Public Works

Presented By:
Philip Wacholz, County Engineer

Estimated Time Needed:
5 Minutes

Summary of Issue/Topic:

his resolution would authorize award of Contract 269002 that includes SAP 024-590-002. This award ould include construction on the first segments of Songbird Trail in Albert Lea. The project involves ail construction from Fountain Street to Shoff Park and from Sunset Street to 220th Street (CR 74). ne railroad bridge will be demolished and new pedestrian bridge will be constructed. Three other ailroad bridges will be reconditioned to meet pedestrian standards.

hree grants will be used to support the project. One grant was awarded to Freeborn County and is om the Active Transportation program of MnDOT in the amount of $846,274.92. Another grant warded to Freeborn County is the Department of Natural Resources Regional Trail grant in the mount of $300,000. The third grant was awarded to the City of Albert Lea in the amount of $250,000. he remainder of the funding needed to complete the project will be provided in equal splits from the ity of Albert Lea and Freeborn County.

Three bids were received for this project. The low bid was submitted by Ulland Brothers of Albert Lea and was 44% above the Engineer's estimate. After evaluation of the bids, the Engineer determined the bids were responsive, competitive, and appropriate for the scope of the project.

Freeborn County funds used on the project will be spent from funds previously committed to trail construction.

Contractor	Bid Amount
Ulland Brothers Inc.	$2,196,928.72
ICON, LLC	$2,389,418.50

Engineer's Estimate: $1,526,876.34

Options/Alternatives/Other Comments:

Recommended Board Action:
Consider a resolution authorizing award of a construction contract for SAP 024-590-002 that includes construction of Songbird Trail segments and trail bridge work.

Fiscal Impact:
Total Project - $2,196,928.72, Freeborn County local contribution estimate - $400,000

Responsible Party for Contract Signatures:
Department Head/Presenter

FREEBORN COUNTY, MINNESOTA - BOARD OF COMMISSIONERS

RESOLUTION NO. 26-XXX

TITLE: Award of Construction Contract for SAP 024-590-002 – Songbird Trail

WHEREAS, Freeborn County, the City of Albert Lea, and Waseca County have formed a joint committee for the purposes of developing Songbird Trail from Albert Lea, MN to Waterville, MN; and,

WHEREAS, Songbird Trail was regionally designated by the Greater Minnesota Regional Parks and Trails Commission in June of 2026; and,

WHEREAS, construction documents were prepared by HDR, Inc. for grading, bituminous surfacing, ADA improvements and bridges R1144, R1145, R1146, and R1147 on Songbird Trail in Albert Lea, MN for trail segments and bridges located within property formerly owned by Union Pacific Railroad and acquired by Freeborn County; and,

WHEREAS, bids were solicited for this project and publicly opened in accordance with Minnesota Statute 471.345; and,

WHEREAS, two responsive bids were received with the low bid being in the amount of $2,196,928.72 submitted by Ulland Brothers Inc.

NOW, THEREFORE, BE IT RESOLVED, by the Freeborn County Board of Commissioners, that:

1. The Board hereby accepts the lowest responsible bid from Ulland Brothers Inc. for $2,196,928.72 and authorizes the Board Chair and Administrator to enter into a construction contract to complete this work for Project SAP 024-590-002.

BE IT FURTHER RESOLVED, that this resolution shall take effect immediately upon its adoption.

Adopted this 7th day of July, 2026.

By:

____
Brad Edwin, Chair
Freeborn County Board of Commissioners

Attest:

____
County Board Clerk

FREEBORN COUNTY
Minnesota

BOARD OF COUNTY COMMISSIONERS
AGENDA REQUEST

Meeting Date:
July 7, 2026

Action Requested:
Resolution

Submitted By:
Philip Wacholz, County Engineer

Department:
Public Works

Presented By:
Philip Wacholz, County Engineer

Estimated Time Needed:
5 minutes

Summary of Issue/Topic:
Freeborn County was awarded a grant from the Active Transportation program from MnDOT. The Songbird Trail project includes elements that are eligible for funding using the grant. The original grant award was for $1M and the application requesting the funds included a length of trail being constructed all the way to Manchester from Albert Lea. Unfortunately, other grant funding needed to fund the entire project was not successful. Therefore, a smaller project was developed that also included the needed work to the bridges. The grant administrator prorated our grant award and did not allow the entire amount of the grant to be encumbered. Therefore, the amount of the grant available for this project is $846,274.92.

Options/Alternatives/Other Comments:

Recommended Board Action:
Consider a resolution approving an Active Transportion Grant Agreement providing funds for Songbird Trail construction.

Fiscal Impact:
This grant will reduce the amount of local tax dollars needed to complete the project.

Responsible Party for Contract Signatures:
Admin

STATE OF MINNESOTA
ACTIVE TRANSPORTATION PROGRAM
GRANT AGREEMENT

This Grant Agreement (the "Agreement") is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), and ("Grantee"):

Public Entity (Grantee) name, address and contact person:
Freeborn County________________________
PO Box 1147___________________________
411 Broadway Avenue South_____________
Albert Lea, MN 56007__________________
Contact: __Philip Wacholz_______________

RECITALS

1. Minn. Stat. § 174.38 authorizes State to enter into this Agreement.
2. General Funds were appropriated for the Active Transportation Program in Minnesota Laws 2023, Chapter 68- H.F. 2887, and in Minnesota Laws 2025, 1st Special Session, Chapter 8- H.F. 14.
3. Grantee has been awarded Active Transportation (AT) Program funds under Minn. Stat. § 174.38.
4. Grantee represents that it is duly qualified and agrees to perform all services described in this Agreement to the satisfaction of State. Pursuant to Minn. Stat. § 16B.98, Subd. 1, Grantee agrees that administrative costs must be necessary and reasonable as a condition of this Agreement.

AGREEMENT TERMS

1 **Term of Agreement, Survival of Terms, and Incorporation of Exhibits**

1.1 **Effective Date.** This Agreement will be effective on the date State obtains all required signatures under Minn. Stat. § 16B.98 Subd. 5. As required by Minn. Stat. § 16B.98 Subd. 7, no payments will be made to Grantee until this Agreement is fully executed. Grantee must not begin work under this Agreement until this Agreement is fully executed and Grantee has been notified by State's Authorized Representative to begin the work.

1.2 **Expiration Date.** This Agreement will expire on **May 1, 2031**, or when all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 8. Liability; 9. State Audits; 10. Government Data Practices; 11. Workers' Compensation; 12. Governing Law, Jurisdiction, and Venue; and 14. Data Disclosure.

1.4 **Exhibits.** Exhibit A: Sources and Uses of Funds Schedule; Exhibit B: Grant Application; Exhibit C: Grantee Resolution Approving Grant Agreement are attached and incorporated into this Agreement.

2 **Grantee's Duties**

2.1 Grantee will conduct activities in accordance with its grant application, or in the case of legislatively selected projects, in accordance with the enabling session law. Collectively, activities set forth in the grant project application and/or the enabling session law will be referred to as the "Project". See Exhibit B.

2.2 Grantee will comply with all required grants management policies and procedures set forth through Minn. Stat. § 16B.97, Subd. 4 (a) (1).

2.3 **Asset Monitoring.** If Grantee uses funds obtained by this Agreement to acquire a capital asset, Grantee is required to use that asset for a public purpose for the normal useful life of the asset. Grantee may not sell or change the purpose of use for the capital asset(s) obtained with grant funds under this Agreement without the prior written consent of State and an agreement executed and approved by the same parties who executed and approved this Agreement, or their successors in office.

3 **Time**

3.1 Grantee must comply with all the time requirements described in this Agreement. In the performance of this grant Agreement, time is of the essence.

4 **Consideration and Payment**

4.1 **Consideration.** State will pay for all services performed by Grantee under this Agreement as follows:

4.1.1 **Compensation.** Grantee will be reimbursed for actual, incurred costs that are eligible under Minn. Stat. § 174.38. Grantee shall use this grant solely to reimburse itself for expenditures it has already made to pay for the costs of one or more of the activities listed under section 2.1.

4.1.2 **Sources and Uses of Funds.** Grantee represents to State that the Sources and Uses of Funds Schedule attached as Exhibit A accurately shows the total cost of the Project and all of the funds that are available for the completion of the Project. Grantee agrees that it will pay for any costs that are ineligible for reimbursement and for any amount by which the costs exceed State's total obligation in section 4.1.3. Grantee will return to State any amount appropriated but not required.

4.1.3 **Total Obligation.** The total obligation of State for all compensation and reimbursements to Grantee under this Agreement will not exceed $846,274.92.

4.2 **Payment**

4.2.1 **Invoices.** Grantee will submit state aid pay requests for reimbursements requested under this Agreement. State will promptly pay Grantee after Grantee presents an itemized invoice for the services actually performed and State's Authorized Representative accepts the invoiced services.

4.2.2 **All Invoices Subject to Audit.** All invoices are subject to audit, at State's discretion.

4.2.3 **State's Payment Requirements**. State will promptly pay all valid obligations under this Agreement as required by Minn. Stat. § 16A.124. State will make undisputed payments no later than thirty (30) days after receiving Grantee's invoices and progress reports for services performed. If an invoice is incorrect, defective or otherwise improper, State will notify Grantee within ten (10) days of discovering the error. After State receives the corrected invoice, State will pay Grantee within thirty (30) days of receipt of such invoice.

4.2.4 **Grant Monitoring Visit and Financial Reconciliation.** During the period of performance, State will make at least annual monitoring visits and conduct annual financial reconciliations of Grantee's expenditures.

4.2.4.1 State's Authorized Representative will notify Grantee's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which State employees and/or contractors will participate, and which Grantee staff members should be present. Grantee will be provided with at least seven (7) calendar days of notice prior to any monitoring visit or financial reconciliation.

4.2.4.2 Following a monitoring visit or financial reconciliation, Grantee will take timely and appropriate action on all deficiencies identified by State.

4.2.4.3 At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Grantee.

4.2.5 **Unexpended Funds.** Grantee must promptly return to State at grant closeout any unexpended funds that have not been accounted for in a financial report submitted to State.

4.2.6 **Closeout.** State will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant closeout.

4.3 **Contracting and Bidding Requirements.** If Grantee is a municipality as defined by Minn. Stat. § 471.345, Subd. 1, then Grantee shall comply with the requirements of Minn. Stat. § 471.345 for all procurement under this Agreement.

5 **Conditions of Payment**

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

6 **Authorized Representatives**

6.1 State's Authorized Representative is:

Marc Briese,
Programs Manager,
MnDOT State Aid Office
395 John Ireland Boulevard, MS 500
St. Paul, MN 55155
Office: 651-366-3802
marc.briese@state.mn.us

or his/her successor. State's Authorized Representative has the responsibility to monitor Grantee's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, State's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2 Grantee's Authorized Representative is:

Philip Wacholz
Freeborn County Engineer
3300 Bridge Avenue
Albert Lea, MN 56007
Office: 507-377-5188
publicworks@co.freeborn.m.us

If Grantee's Authorized Representative changes at any time during this Agreement, Grantee will immediately notify State.

7 **Assignment Amendments, Waiver, and Grant Agreement Complete**

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

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

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

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

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

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

8 **Liability**

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

9 **State Audits**

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of Grantee, or other party relevant to this Agreement or transaction, are subject to examination by State and/or the State Auditor or Legislative Auditor, the Attorney General, as appropriate, for a minimum of six (6) years from the end of this Agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. Grantee will take timely and appropriate action on all deficiencies identified by an audit.

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

11 **Workers' Compensation**
Grantee certifies that it is in compliance with Minn. Stat. § 176.181, Subd. 2, pertaining to workers' compensation insurance coverage. 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 State's obligation or responsibility.

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

13 **Termination; Suspension**
13.1 **Termination by the State.** State may terminate this Agreement with or without cause, upon thirty (30) days' written notice to Grantee. Upon termination, Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed. If funding is canceled, withdrawn, or terminated, State may suspend its performance until funding is restored. Suspension of performance does not release State from its obligations under the agreement.
13.2 **Termination for Cause.** State may immediately terminate this grant Agreement if State finds that there has been a failure to comply with the provisions of this Agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that Grantee has been convicted of a criminal offense relating to a state grant agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. 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.
13.3 **Termination for Insufficient Funding.** State may immediately terminate this Agreement if:
13.3.1 It does not obtain funding from the Minnesota Legislature; or
13.3.2 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 Grantee. State is not obligated to pay for any services that are provided after notice and effective date of termination. However, Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. State will not be assessed any penalty if the Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. State will provide the Grantee notice of the lack of funding within a reasonable time of State's receiving that notice.
13.4 **Suspension.** State may immediately suspend this Agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by Grantee during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

14 **Data Disclosure**
Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, 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 Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

15 **Fund Use Prohibited.** Grantee will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified

or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent Grantee from utilizing these funds to pay any party who might be disqualified or debarred after Grantee's contract award on this Project.

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

17 **Limitation.** Under this Agreement, State is only responsible for receiving and disbursing funds. Nothing in this Agreement will be construed to make State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. State may provide technical advice and assistance as requested by Grantee, however, Grantee will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. Grantee's consultants and contractors are not intended to be third party beneficiaries of this Agreement.

18 **Additional Provisions**

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

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

18.3 **Telecommunications Certification.** If federal funds are included in Exhibit A, by signing this Agreement, Grantee 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), Grantee does not and will not use any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Grantee will include this certification as a flow down clause in any contract related to this Agreement.

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

18.5 **Use, Maintenance, Repair and Alterations**. Grantee shall not, without the written consent of State and the

Commissioner, (i) permit or allow the use of any of the Property improved with these grant funds (the “Real Property”) for any purpose other than in conjunction with or for nonmotorized transportation, (ii) substantially alter any of the Real Property except such alterations as may be required by laws, ordinances or regulations, or such other alterations as may improve the Real Property by increasing its value or which improve its ability to be used for the purposes set forth in section (i), (iii) take any action which would unduly impair or depreciate the value of the Real Property, (iv) abandon the Real Property, or (v) commit or permit any act to be done in or on the Real Property in violation of any law, ordinance, or regulation.

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

18.6 **Grant Administrator and Organizational Leadership Contact Information**. Pursuant to Minn. Stat. § 16B.98, Subd. 5(d), if grantee has a website, the names and contact information for the grant administrator(s) and organization’s leadership must be clearly published.

[The remainder of this page has intentionally been left blank.]

GRANTEE

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

By:____

Title:______________________________________

Date:______________________________________

Attested:___________________________________

Title:______________________________________

Date:______________________________________

DEPARTMENT OF TRANSPORTATION

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

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

Date: __________________________________

DEPARTMENT OF TRANSPORTATION
CONTRACT MANAGEMENT

By:____

Date:______________________________________

EXHIBIT A

SOURCES AND USES OF FUNDS SCHEDULE

SOURCES OF FUNDS

Entity Supplying Funds	Amount
State Funds:	
AT General Fund Grant	$_846,274.92_
Other:	
Mn DNR Local Connections Grant	$_649,648.70_
Mn DNR Regional Trail Grant	$_700,725.10_
__________________	$____________
Subtotal	$__2,196,648.72
Public Entity Funds:	
Matching Funds	$__280______
Other:	
__________________	$____________
__________________	$____________
__________________	$____________
Subtotal	$__280______
TOTAL FUNDS	$_$2,196,928.72_

=

USES OF FUNDS

Expenses	Amount
Items Paid for with AT General Fund Grant Funds:	
Trail grading, base, and bituminous surfacing, sidewalk, ramps.	$_846,274.92_
__________________	$____________
__________________	$____________
__________________	$____________
Subtotal	$__846,274.92_
Items paid for with Non-AT General Fund Grant Funds:	
New Pedestrian Bridge	$_649,648.70_
Reconditioning of three railroad bridges	$_700,725.10_
Appurtenant work	$______280__
Subtotal	$_1,350,653.80_
TOTAL PROJECT COSTS	$_2,196,928.72_

EXHIBIT B

GRANT APPLICATION

Attach the grant application for the project

EXHIBIT C

GRANTEE RESOLUTION APPROVING GRANT AGREEMENT

FREEBORN COUNTY, MINNESOTA - BOARD OF COMMISSIONERS

RESOLUTION NO. 26-XXX

TITLE: Approval of Active Transportation Grant Agreement for SAP 024-590-002 to support construction of segments of Songbird Trail.

WHEREAS, Freeborn County, the City of Albert Lea, and Waseca County have formed a joint committee for the purposes of developing Songbird Trail from Albert Lea, MN to Waterville, MN; and,

WHEREAS, Freeborn County has applied to the Commissioner of Transportation for a grant from the Active Transportation Account and has been notified that funding for project SAP 024-590-002 has been allocated; and,

WHEREAS, after considering the amount of the low bid and the cost share requirements of the grant program, the amount of the grant shall be $846,274.92.

NOW, THEREFORE, BE IT RESOLVED, by the Freeborn County Board of Commissioners, that:

1. Freeborn County does hereby agree to the terms and conditions of the grant consistent with Minnesota Statues, section 174.38, and will pay any additional amount by which the cost exceeds the estimate and will return to the Minnesota State Transportation Account any amount appropriated for the project but is not required.
2. The Board Chair is authorized to execute the grant agreement and any amendments thereto with the Commissioner of Transportation concerning the above referenced grant with attestation from the County Clerk.

BE IT FURTHER RESOLVED, that this resolution shall take effect immediately upon its adoption.

Adopted this 7th day of July, 2026.

By:

____
Brad Edwin, Chair
Freeborn County Board of Commissioners

Attest:

____
County Board Clerk

FREEBORN COUNTY
Minnesota

BOARD OF COUNTY COMMISSIONERS
AGENDA REQUEST

Meeting Date:
July 7, 2026

Action Requested:
Resolution

Submitted By:
Philip Wacholz, County Engineer

Department:
Public Works

Presented By:
Philip Wacholz, County Engineer

Estimated Time Needed:
5 minutes

Summary of Issue/Topic:
Freeborn County was awarded a regional trail grant from the DNR for the work necessary to make the three existing railroad bridges outside of the City of Albert Lea city limits safe for pedestrians. The grant provides $300,000 for the work and requires a local match. The grant funds will expire on June 30, 2027. Moving ahead will allow the County to use the grant funds for the upcoming Songbird Trail construction project.

Options/Alternatives/Other Comments:
Grant Agreement will be executed using DocuSign. Board Chair will receive an email with instructions.

Recommended Board Action:
Consider a resolution approving MnDNR Regional Trail Grant Agreement providing funds for the reconditioning of bridges on Songbird Trail.

Fiscal Impact:
This grant will reduce the amount of local tax dollars needed to complete the project.

Responsible Party for Contract Signatures:
Admin

DRAFT

STATE OF MINNESOTA
GRANT CONTRACT AGREEMENT

Project Number: R001-25-4D

This Grant Contract Agreement is between the State of Minnesota, acting through its Commissioner of Natural Resources ("State") and UEI C18Cl8K86UE6, Freeborn County, 3300 Bridge Avenue, Albert Lea, MN 56007 ("Grantee").

Recitals

1. Under Minn. Stat. 84.026 the State is empowered to enter into this Grant Contract Agreement. The State is in need of local units of government to acquire and/or develop land to be maintained for parks and trails. 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.

2. Under Minn. Laws 2025, 1st Special Session, Chapter 1, Article 1, Sec. 3, Subd. 5c, the State has allocated funds for local parks, trail connections, and natural and scenic areas under Minn. Stat. 85.019.

3. The Grantee has made an application to the State for a portion of the allocation for the purpose of conducting the project entitled Freeborn County Regional Trail Bridges.

Grant Contract Agreement

1 Term of Grant Contract Agreement

1.1 Effective Date. At the time all signatures are obtained. Notwithstanding Minnesota Statutes §16B.98, Subd. 5, and MS §16A.41, the Commissioner may make payments for otherwise eligible grant-program expenditures that are made on or after the effective date of the contract. Pursuant to Minn.Stat.§16B.98 Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed.

1.2 Expiration Date. June 30, 2027, 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 expiration date, this grant agreement will expire on August 30, 2027.

1.3 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; Monitoring and Inspections; Resource Management; and Land Retention and Deed Restriction.

2 Specifications, Duties, and Scope of Work

The parties will perform the services outlined in Attachment A: Project Budget.

The Grantee shall comply with all applicable grants management policies and procedures, set forth through Minnesota Statutes § 16B.97, subd. 4 (a).

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 $ 300,000.

4.2 Match Requirement. Grantee certifies that the following match requirement for the Grant will be met by Grantee. The total project cost is $400,000. The Grantee agrees to provide a nonstate match of at least $100,000.

4.3 Administrative Costs. Grantee administrative costs are not allowed.

4.4 Travel Expenses. Travel expenses are not allowed.

4.5 Invoices. Payments shall be made by the State after the Grantee's presentation of invoices for services satisfactorily performed 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, and according to the following schedule: upon completion of services or up to four requests during the contract period. A final reimbursement of no more than 10% may be withheld until final completion of services.

4.6 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.

6 Contracting and Bidding Requirements

The Grantee is required to comply with Minnesota Statutes § 471.345, Uniform Municipal Contracting Law.

6.1 The Grantee and any subrecipients must comply with prevailing wage rules per Minnesota Statutes §§ 177.41 through 177.50, as applicable.

6.2 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.]

6.3 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.

7 Authorized Representatives

7.1 The State's Authorized Representative is Ryan Bloomberg, Grant Specialist Senior, ryan.bloomberg@state.mn.us, 500 Lafayette Rd, Saint Paul MN 55155, 651-259-5666, 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.

7.2 The Grantee's Authorized Representative is Philip Wacholz, County Engineer, 3300 Bridge Avenue, Albert Lea, MN 56007, 507-377-5188, 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.

7.3 The Grantee's Authorized Fiscal Agent is Philip Wacholz, County Engineer, 3300 Bridge Avenue, Albert Lea, MN 56007, 507-377-5188, 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.

7.4 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.

8 Assignment, Amendments, Waiver, and Contract Complete

8.1 **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.

8.2 **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.

8.3 **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.

8.4 **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.

9 Subcontracting and Subcontract Payment

9.1 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.

9.2 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 (a) (1) and other relevant statutes and regulations; and that subaward performance goals are achieved.

9.3 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.

9.4 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.

9.5 The Grantee and any subrecipients must not contract with vendors who are suspended or debarred by the State of Minnesota or the federal government.

10 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.

11 State Audits

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.

12 Government Data Practices and Intellectual Property Rights

12.1 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.

12.2 Intellectual Property Rights.

(A) *Intellectual Property Rights.* The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents *created and paid for under this contract*. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created, or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this contract. Works includes “Documents.” Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents, or subcontractors, in the performance of this contract. The Documents will be the exclusive property of the State and all such Documents must be immediately returned to the State by the Grantee upon completion or cancellation of this contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be “works made for hire.” The Grantee assigns all right, title, and interest it may have in the Works and the Documents to the State. The Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State’s ownership interest in the Works and Documents.

(B) *Obligations*

1. *Notification*. Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Grantee, including its employees and subcontractors, in the performance of this contract, the Grantee will immediately give the State’s Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.

2. *Representation.* The Grantee must perform all acts and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State, and that neither Grantee nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, the Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Grantee’s expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Grantee’s or the State’s opinion is likely to arise, the Grantee must, at the State’s discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

13 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.

14 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.

15 Termination

15.1 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.

15.2 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.

15.3 Termination for Insufficient Funding.

The State may immediately terminate this Grant Contract Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services addressed within this 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.

16 Publicity and Endorsement

16.1 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.

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

16.3 Signage. Any site funded by this grant contract shall display a sign at a prominent location at the entrance to the site and in a form approved by the State that acknowledges funding through this grant.

17 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.

18 Non-Discrimination Requirements

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:

a) 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.

b) 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.

c) 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.

d) 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.

e) Any other applicable non-discrimination law(s).

19 Americans with Disabilities Act and Final Guidelines for Outdoor Developed Areas

The Grantee shall construct, operate, and maintain all facilities and programs in compliance with all state and federal accessibility laws, regulations, and guidelines including the Final Guidelines for Outdoor Developed Areas. Information on compliance with the Americans with Disabilities Act is available at U.S. Access Board.

The Grantee will also ensure compliance with other applicable state requirements for accessibility, including but not limited to, accommodations for hard-of-hearing in state-funded capital projects that include space for public gatherings of more than 15 people. See Minn. Stat. 16C.054 for more information.

20 Reporting

The Grantee shall submit a progress report, in a form prescribed by the State, by January 1 of each year during the term of this grant contract. A final report must be submitted with the request for final reimbursement. Prior to receiving final reimbursement, confirmation is required that all required inspections of the completed work by municipal or governmental authorities having jurisdiction have been completed and that all required certificates of occupancy or similar approvals have been issued.

21 Monitoring and Inspections

The State's authorized representatives shall be allowed, at any time, to conduct periodic site visits and inspections to ensure work progress in accordance with this grant contract, including a final inspection upon project completion. All grants over $50,000 will be monitored at least once per grant period and all grants over $250,000 will be monitored at least annually. Following closure of the project, 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.

22 Resource Management and Protection

The Grantee shall protect, manage, and maintain, or cause to maintain, the property acquired and/or developed pursuant to this grant contract. Properties shall be kept reasonably safe for public use, if applicable. All state and federal accessibility laws, regulations and standards shall be adhered to. Vegetation management and similar safeguards and supervision shall be provided to the extent feasible. Buildings, roads, trails and other structures and improvements, if any, shall be kept in reasonable repair throughout their estimated lifetime to prevent undue deterioration.

The Grantee shall keep the facility open to the general public at reasonable hours and at times of the year consistent with the purpose and type of use of the property and appropriate management and protection of natural resources.

23 Invasive Species Prevention

Grantees and subcontractors must follow Minnesota DNR's Operational Order 113, which requires preventing or limiting the introduction, establishment and spread of invasive species during activities on public waters and DNR-administered lands. This applies to all activities performed on all lands under this grant agreement and is not limited to lands under DNR control or public waters. Duties are listed under the sections Invasives Species Prevention and Site Planning and Management (p. 3-5) of Operational Order 113 which may be found at http://files.dnr.state.mn.us/assistance/grants/habitat/heritage/oporder_113.pdf.

24 Pollinator Best Management Practices

Habitat restorations and enhancements conducted on DNR lands and prairie restorations on state lands or on any lands using state funds are subject to pollinator best management practices and habitat restoration guidelines pursuant to Minn. Stat. 84.973. Practices and guidelines ensure an appropriate diversity of native species to provide habitat for pollinators through the growing season. Current specific practices and guidelines to be followed for contract and grant work can be found here: Link to Minnesota Pollinator Resources.

25 Conflict of Interest

It is the policy of the State to work to deliberately avoid actual and potential conflict of interests related to grant making at both the individual and organizational levels.

A conflict of interest (actual or potential) 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.

The Grantee, by signing and submitting the attached Conflict of Interest Disclosure Form, certifies it has read and understands the Office of Grants Management Conflict of Interest Policy 08-01, will maintain an adequate Conflict of Interest Policy and, throughout the term of the contract, monitor and report any actual or potential conflicts of interest to the State's Authorized Representative.

26 Minnesota Historical Sites Act and Minnesota Field Archaeology Act

For projects involving land acquisition and/or construction, the State Historic Preservation Office must review the project to determine if the site is a potential location for historical or archeological findings. If the State Historic Preservation Office determines that a survey is required, the survey would need to be completed, review and approved prior to any site disturbance for development projects and prior to the final reimbursement of the grant funds for acquisition projects.

27 Land Retention and Deed Restriction

27.1 Land Retention

All land developed by this contract must be retained and operated for outdoor recreation for a period of twenty-five years beginning on the contract expiration date. All land acquired by this contract must be retained and operated for outdoor recreation in perpetuity and a condition of this requirement must be recorded with the deed using language provided in the grant contract.

No other use can be made of these lands without prior written approval of the State. The State will consider requests to convert these lands to other uses only if all practical alternatives have been evaluated and rejected on a sound basis and replacement lands of equal or greater fair market value and reasonably equivalent usefulness are acquired and dedicated to public outdoor recreation use.

27.2 Deed Restriction

For Parks Projects and Trail Acquisition: Not Applicable

28 Force Majeure

Neither party shall be responsible to the other or considered in default of its obligations within this Contract to the extent that performance of any such obligation is prevented or delayed by acts of God, war, riot, disruption of government, or other catastrophes beyond the reasonable control of the party unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party relying on this provision to excuse performance must provide the other party prompt written notice of the inability to perform and take all necessary steps to bring about performance as soon as practicable.

Attachments

The following Attachments are attached and incorporated into this Grant Contract Agreement. In the event of a conflict between the terms of this Grant Contract Agreement and its Attachments, or between Attachments, the order of precedence is first the Grant Contract Agreement, and then in the following order:

Attachment A: Project Budget, including Scope of Work, **Recreational Site Plan**

Attachment B: Requirements for DNR Grantees

Attachment C: Conflict of Interest Disclosure Form

Grant Contract Agreement Signature Page

State Encumbrance Verification

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

Print Name: ______________________________________

Signature: ____

Title: ________________________ Date: ________________

SWIFT Contract No. _______________________________

Grantee

With delegated authority

Print Name: ______________________________________

Signature: ____

Title: ________________________ Date: ________________

State Agency

With delegated authority

Print Name: ______________________________________

Signature: ____

Title: ________________________ Date: _____________

Attachment A: Specifications, Duties, Budget, and Scope of Work

Recipient: Freeborn County

Grant/Project #: R001-25-4D

Project Scope: Freeborn County Regional Trail Bridges

Budget: $ 400,000

Grant Amount: $ 300,000

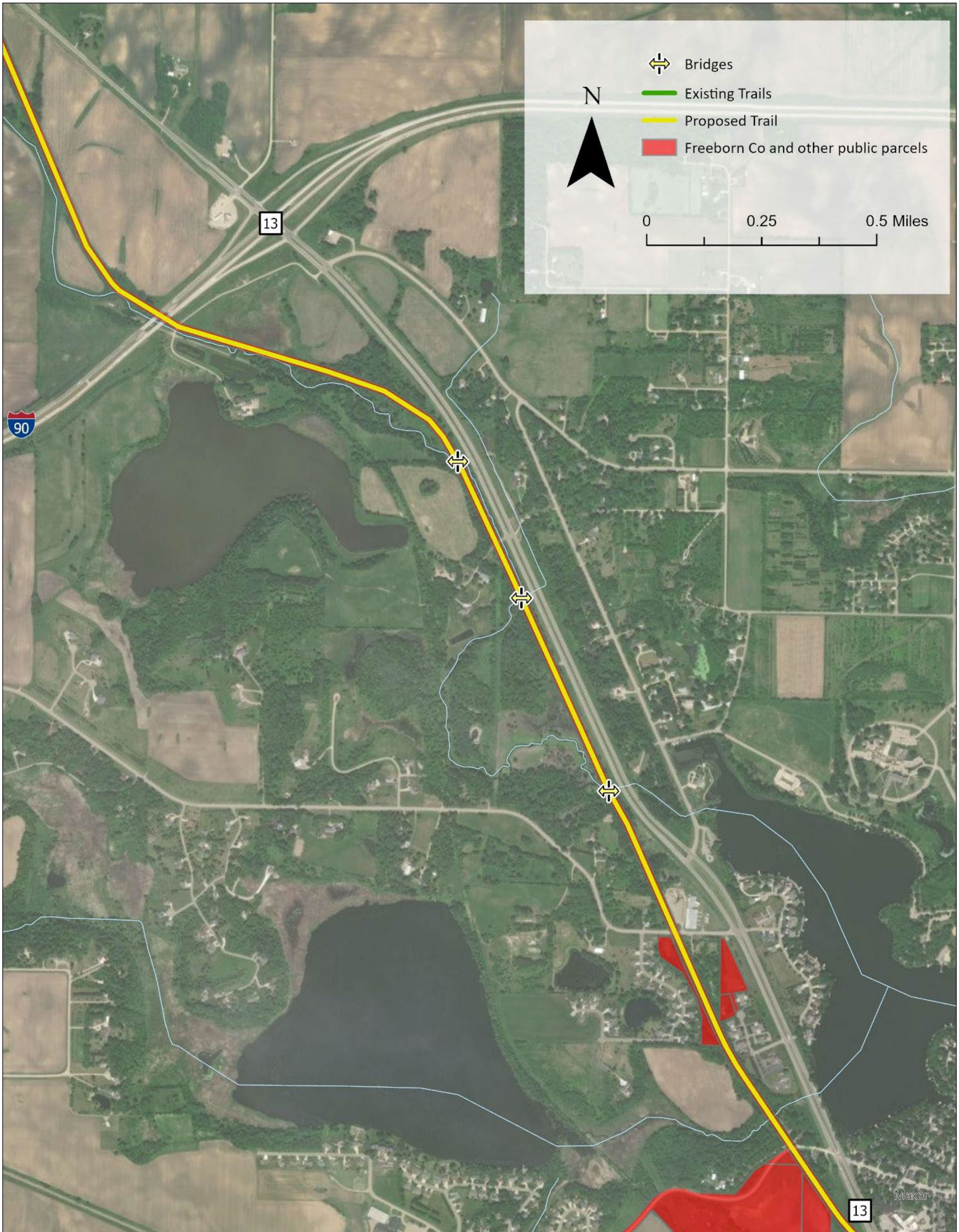
Match: $100.000

Source of Match: City council authorized capital project fund with available balance.

Description	**Estimated Cost**	**Expected Completion Date**
Bridge 91 rehab over Wedges Creek	$106,000	June 2027
Bridge 92 rehab over Wedges Creek	$109,000	June 2027
Bridge 93 rehab over Wedges Creek	$118,000	June 2027
Bridge approach pavement to each bridge and safety fencing at ends of bridges	$67,000	June 2027

Songbird Trail - Split by Funding Categories
SAP 024-590-002
Bid Opening Date: 6/2/2026

							Group 1 AT Participating		Group 2 - DNR Local Connections AT Non-Participating		Group 3 - DNR Regional AT Non-Participating	
Line	Number	Description	Unit	Estimated Price	Quantity	Total	Quantity	Amount	Quantity	Amount	Quantity	Amount
1	2011.601	CONSTRUCTION SURVEYING	LS	$19,240.00	1	$19,240.00	0.41	$7,888.40	0.28	$5,387.20	0.31	$5,964.40
2	2021.501	MOBILIZATION	LS	$181,000.00	1	$181,000.00	0.41	$74,210.00	0.28	$50,680.00	0.31	$56,110.00
3	2101.505	GRUBBING	ACRE	$5,200.00	1.48	$7,696.00	1.21	$6,292.00		$0.00	0.27	$1,404.00
3	2101.505	CLEARING	ACRE	$10,400.00	1.48	$15,392.00	1.21	$12,584.00		$0.00	0.27	$2,808.00
4	2102.503	PAVEMENT MARKING REMOVAL	L F	$0.83	250	$207.50	250	$207.50		$0.00		$0.00
5	2102.518	PAVEMENT MARKING REMOVAL	S F	$3.12	100	$312.00	100	$312.00		$0.00		$0.00
6	2104.502	REMOVE DRAINAGE STRUCTURE	EACH	$645.15	2	$1,290.30	2	$1,290.30		$0.00		$0.00
7	2104.502	REMOVE SIGN	EACH	$52.00	1	$52.00	1	$52.00		$0.00		$0.00
8	2104.502	SALVAGE SIGN	EACH	$52.00	2	$104.00	2	$104.00		$0.00		$0.00
10	2104.503	REMOVE PIPE CULVERTS	L F	$44.62	73	$3,257.26	73	$3,257.26		$0.00		$0.00
11	2104.503	REMOVE PIPE SEWERS	L F	$20.28	21	$425.88	21	$425.88		$0.00		$0.00
12	2104.503	REMOVE CURB & GUTTER	L F	$8.37	656	$5,490.72	656	$5,490.72		$0.00		$0.00
13	2104.507	REMOVE AGGREGATE	C Y	$30.48	2,701	$82,326.48	2,028	$61,813.44		$0.00	673	$20,513.04
14	2104.518	REMOVE CONCRETE WALK	S F	$5.43	3,584	$19,461.12	3,584	$19,461.12		$0.00		$0.00
15	2104.518	REMOVE CONCRETE DRIVEWAY PAVEMENT	S F	$8.52	264	$2,249.28	264	$2,249.28		$0.00		$0.00
16	2104.518	REMOVE CONCRETE PAVEMENT	S F	$13.96	1,287	$17,966.52	1,287	$17,966.52		$0.00		$0.00
17	2104.602	SALVAGE SIGN SPECIAL	EACH	$104.00	6	$624.00		$0.00		$0.00	6	$624.00
18	2104.618	REMOVE AND REPLACE BITUMINOUS PAVEMENT	S F	$13.37	1,514	$20,242.18	1,494	$19,974.78		$0.00	20	$267.40
19	2106.507	EXCAVATION - COMMON (P)	C Y	$8.49	1,630	$13,838.70	1,527	$12,964.23		$0.00	103	$874.47
20	2106.507	COMMON EMBANKMENT (CV) (P)	C Y	$31.84	3,424	$109,020.16	2,666	$84,885.44		$0.00	758	$24,134.72
21	2108.504	GEOTEXTILE FABRIC TYPE 9 (P)	S Y	$3.89	8,314	$32,341.46	6,373	$24,790.97		$0.00	1,941.00	$7,550.49
22	2118.509	AGGREGATE SURFACING CLASS 2	TON	$39.24	404	$15,852.96		$0.00		$0.00	404	$15,852.96
23	2211.507	AGGREGATE BASE (CV) CLASS 5 (P)	C Y	$63.00	1,172	$73,836.00	1,172	$73,836.00		$0.00		$0.00
24	2360.504	TYPE SP 9.5 WEAR CRS MIX (2,B) 2.5" THICK (P)	SQ YD	$35.00	153	$5,355.00		$0.00		$0.00	153	$5,355.00
25	2360.504	TYPE SP 9.5 WEAR CRS MIX (2,B) 3.0" THICK (P)	SQ YD	$25.00	6,791	$169,775.00	6,791	$169,775.00		$0.00		$0.00
26	2401.507	STRUCTURAL CONCRETE (3B52)	C Y	$2,600.00	43	$111,800.00		$0.00	34	$88,400.00	9	$23,400.00
29	2401.508	REINFORCEMENT BARS (EPOXY COATED)	LB	$3.12	4,950	$15,444.00		$0.00	4,780	$14,913.60	170	$530.40
30	2401.601	STRUCTURE EXCAVATION	LS	$20,800.00	1	$20,800.00		$0.00	1	$20,800.00		$0.00
31	2401.601	SLOPE PREPARATION	LS	$5,200.00	1	$5,200.00		$0.00	0.25	$1,300.00	0.75	$3,900.00
32	2402.508	STRUCTURAL STEEL (3306)	LB	$20.80	1,200	$24,960.00		$0.00		$0.00	1,200	$24,960.00
33	2402.601	PEDESTRIAN BRIDGE (SUPERSTRUCTURE)	LS	$270,400.00	1	$270,400.00		$0.00	1	$270,400.00		$0.00
34	2403.502	PREFAB WOOD PANELS TYPE A12	EACH	$4,680.00	3	$14,040.00		$0.00		$0.00	3	$14,040.00
35	2403.502	PREFAB WOOD PANELS TYPE B12	EACH	$4,680.00	3	$14,040.00		$0.00		$0.00	3	$14,040.00
36	2403.502	PREFAB WOOD PANELS TYPE C12	EACH	$5,720.00	28	$160,160.00		$0.00		$0.00	28	$160,160.00
37	2403.508	HARDWARE	LB	$26.00	2,540	$66,040.00		$0.00	61	$1,586.00	2,479	$64,454.00
38	2403.622	TREATED TIMBER	MBM	$15,592.83	8.704	$135,719.99		$0.00	0.661	$10,306.86	8.043	$125,413.13
39	2433.501	STRUCTURE REMOVALS	LS	$52,000.00	1	$52,000.00		$0.00		$0.00	1	$52,000.00
40	2433.602	GROUTED REINFORCEMENT BARS	EACH	$208.00	84	$17,472.00		$0.00		$0.00	84	$17,472.00
41	2433.618	CONCRETE SURFACE REPAIR	S F	$156.00	134	$20,904.00		$0.00		$0.00	134	$20,904.00
42	2442.501	REMOVE EXISTING BRIDGE	LS	$52,000.00	1	$52,000.00		$0.00	1	$52,000.00		$0.00
43	2451.507	FINE AGGREGATE BEDDING (CV)	C Y	$29.19	387	$11,296.53	387	$11,296.53		$0.00		$0.00
44	2452.502	C-I-P CONC TEST PILE 80 FT LONG 12"	EACH	$20,800.00	2	$41,600.00		$0.00	2	$41,600.00		$0.00
45	2452.502	PILE POINTS 12"	EACH	$780.00	6	$4,680.00		$0.00	6	$4,680.00		$0.00
46	2452.503	C-I-P CONCRETE PILING 12"	L F	$104.00	280	$29,120.00		$0.00	280	$29,120.00		$0.00
47	2501.603	60" PIPE CULVERT	L F	$765.08	83	$63,501.64	83	$63,501.64		$0.00		$0.00
48	2502.501	DRAINAGE SYSTEM TYPE (B910)	LS	$5,200.00	1	$5,200.00		$0.00	1	$5,200.00		$0.00
49	2503.503	15" RC PIPE SEWER DES 3006	L F	$377.56	12	$4,530.72	12	$4,530.72		$0.00		$0.00
50	2504.602	ADJUST GATE VALVE	EACH	$280.00	1	$280.00	1	$280.00		$0.00		$0.00
51	2506.502	CASTING ASSEMBLY	EACH	$1,202.66	2	$2,405.32	2	$2,405.32		$0.00		$0.00
52	2506.502	ADJUST FRAME & RING CASTING	EACH	$560.00	3	$1,680.00	3	$1,680.00		$0.00		$0.00
53	2506.503	CONST DRAINAGE STRUCTURE DESIGN N	L F	$1,184.74	4.4	$5,212.86	4.4	$5,212.86		$0.00		$0.00
54	2506.602	CONNECT INTO EXISTING DRAINAGE STRUCTURE	EACH	$1,148.89	2	$2,297.78	2	$2,297.78		$0.00		$0.00
55	2511.504	GEOTEXTILE FILTER TYPE 7	S Y	$5.20	510	$2,652.00		$0.00	510	$2,652.00		$0.00
56	2511.509	RANDOM RIPRAP CLASS III	TON	$88.40	159	$14,055.60	68	$6,011.20		$0.00	91	$8,044.40
57	2511.509	RANDOM RIPRAP CLASS V	TON	$98.80	410	$40,508.00		$0.00	410	$40,508.00		$0.00
58	2521.518	4" CONCRETE WALK	S F	$9.62	1,620	$15,584.40	1,620	$15,584.40		$0.00		$0.00
59	2521.602	DRILL & GROUT REINF BAR (EPOXY COATED)	EACH	$15.60	69	$1,076.40	65	$1,014.00		$0.00	4	$62.40
60	2521.618	CONCRETE CURB RAMP WALK	S F	$15.03	1,800	$27,054.00	1,689	$25,385.67		$0.00	111	$1,668.33
61	2531.503	CONCRETE CURB & GUTTER DESIGN B618	L F	$37.02	566	$20,953.32	566	$20,953.32		$0.00		$0.00
62	2531.504	6" CONCRETE DRIVEWAY PAVEMENT	S Y	$117.31	145	$17,009.95	145	$17,009.95		$0.00		$0.00
63	2531.603	CONCRETE CURB & GUTTER	L F	$58.76	332	$19,508.32	166	$9,754.16		$0.00	166	$9,754.16
64	2531.618	TRUNCATED DOMES	S F	$78.00	208	$16,224.00	189	$14,742.00		$0.00	19	$1,482.00
65	2563.601	TRAFFIC CONTROL	LS	$17,576.00	1	$17,576.00	0.41	$7,206.16	0.28	$4,921.28	0.31	$5,448.56
66	2563.601	ALTERNATE PEDESTRIAN ROUTE	LS	$260.00	1	$260.00	1	$260.00		$0.00		$0.00
67	2564.502	INSTALL SIGN	EACH	$338.00	2	$676.00	2	$676.00		$0.00		$0.00
68	2564.518	SIGN	S F	$75.40	109.52	$8,257.81	90.58	$6,829.73		$0.00	18.94	$1,428.08
69	2573.502	STORM DRAIN INLET PROTECTION	EACH	$201.60	8	$1,612.80	8	$1,612.80		$0.00		$0.00
70	2573.502	CULVERT END CONTROLS	EACH	$83.20	2	$166.40	2	$166.40		$0.00		$0.00
71	2573.503	SILT FENCE, TYPE MS	L F	$2.08	1,352	$2,812.16	1,053	$2,190.24	197	$409.76	102	$212.16
72	2573.503	SILT FENCE, TYPE TB	L F	$12.48	274	$3,419.52	100	$1,248.00		$0.00	174	$2,171.52
73	2573.503	FLOTATION SILT CURTAIN TYPE STILL WATER	L F	$23.92	200	$4,784.00		$0.00	200	$4,784.00		$0.00
74	2573.503	FILTER BERM TYPE 4	L F	$0.74	14,065	$10,408.10	10,770	$7,969.80		$0.00	3,295	$2,438.30
75	2573.503	SEDIMENT CONTROL LOG TYPE COMPOST	L F	$3.64	800	$2,912.00	350	$1,274.00		$0.00	450	$1,638.00
76	2574.505	SOIL BED PREPARATION	ACRE	$208.00	2.2	$457.60	1.8	$374.40		$0.00	0.4	$83.20
77	2574.508	FERTILIZER TYPE 1	LB	$1.46	50	$73.00	50	$73.00		$0.00		$0.00
78	2574.508	FERTILIZER TYPE 3	LB	$1.56	421	$656.76	334	$521.04		$0.00	87	$135.72
79	2575.505	SEEDING	ACRE	$1,040.00	2.2	$2,288.00	1.8	$1,872.00		$0.00	0.4	$416.00
80	2575.508	HYDRAULIC REINFORCED FIBER MATRIX	LB	$1.56	8,502	$13,263.12	6,825	$10,647.00		$0.00	1,677	$2,616.12
81	2575.608	SEED TURFGRASS	LB	$5.20	29	$150.80	29	$150.80		$0.00		$0.00
82	2575.608	SEED MESIC INSLOPE	LB	$9.26	99	$916.74	78	$722.28		$0.00	21	$194.46
83	2575.608	SEED SOUTHERN SHORTGRASS ROADSIDE	LB	$37.96	16	$607.36	13	$493.48		$0.00	3	$113.88
84	2582.503	6" SOLID LINE PAINT	L F	$1.30	20	$26.00	10	$13.00		$0.00	10	$13.00
85	2582.503	24" SOLID LINE PAINT	L F	$3.64	230	$837.20	210	$764.40		$0.00	20	$72.80
						$2,196,928.72		$846,554.92		$649,648.70		$700,725.10


Bridges
Existing Trails
Proposed Trail
Freeborn Co and other public parcels
N
0
0.25
0.5 Miles
13
90
13
Maxar

DEPARTMENT OF NATURAL RESOURCES

Requirements for DNR grantees

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 policies

Under Minn. Statutes, section 16b.97 subd. 2, the Minnesota Department of Administration 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/grant award notifications. Grantees must also maintain a written standard of conduct covering conflicts of interest and governing the actions of their 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 (OGM Policy 08-04)

All grants need a written grant contract agreement or grant award notification. 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 request for proposal/request for quote, 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/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. 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 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 services unless it is approved through the DNR/Minnesota IT 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.

DEPARTMENT OF NATURAL RESOURCES

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.

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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: Freeborn County

Project Name: Freeborn County Regional Trail Bridges

Legal Citation: Minn. Laws 2025, 1st Special Session, Chapter 1, Article 1, Sec.3, Subd. 5c

Authorized Representative Printed Name: Phil Wacholz, County Engineer

Authorized Representative Signature/Date:

FREEBORN COUNTY, MINNESOTA - BOARD OF COMMISSIONERS

RESOLUTION NO. 26-XXX

TITLE: Approval of Regional Trail Grant from the Minnesota Department of Natural Resources for SAP 024-590-002 to support reconditioning of bridges on Songbird Trail.

WHEREAS, Freeborn County, the City of Albert Lea, and Waseca County have formed a joint committee for the purposes of developing Songbird Trail from Albert Lea, MN to Waterville, MN; and,

WHEREAS, Freeborn County has applied to the MnDNR for a grant from the Regional Trail Grant program and has been notified that funding for project SAP 024-590-002 has been allocated in the amount of $300,000; and,

NOW, THEREFORE, BE IT RESOLVED, by the Freeborn County Board of Commissioners, that:

1. Freeborn County does hereby agree to the terms and conditions included in State of Minnesota Grant Contract Agreement for Project R001-25-4D and will pay any additional amount by which the cost exceeds the estimate and will return to the Minnesota State any amount appropriated for the project but is not required.
2. The Board Chair is authorized to execute the grant agreement and any amendments thereto concerning the above referenced grant with attestation from the County Clerk where required.

BE IT FURTHER RESOLVED, that this resolution shall take effect immediately upon its adoption.

Adopted this 7th day of July, 2026.

By:

____
Brad Edwin, Chair
Freeborn County Board of Commissioners

Attest:

____
County Board Clerk

FREEBORN COUNTY
Minnesota

BOARD OF COUNTY COMMISSIONERS
AGENDA REQUEST

Meeting Date:
July 7, 2026

Action Requested:
Resolution

Submitted By:
Philip Wacholz, County Engineer

Department:
Public Works

Presented By:
Philip Wacholz, County Engineer

Estimated Time Needed:
5 minutes

Summary of Issue/Topic:
This item formally approves the use of committed funds reserved for trail construction to be used for the construction contract being considered by the board. The amount originally budgeted for trail construction would not be adequate given the size of the cost split with the City of Albert Lea.

Options/Alternatives/Other Comments:

Recommended Board Action:
Consider a resolution to use funds committed for trail construction on Songbird Trail.

Fiscal Impact:
$400,000 spent from funds already committed to trail construction.

Responsible Party for Contract Signatures:

FREEBORN COUNTY, MINNESOTA - BOARD OF COMMISSIONERS

RESOLUTION NO. 26-XXX

TITLE: Consider a resolution approving the use of funds committed for trail construction for Songbird Trail.

WHEREAS, Freeborn County, the City of Albert Lea, and Waseca County have formed a joint committee for the purposes of developing Songbird Trail from Albert Lea, MN to Waterville, MN; and,

WHEREAS, Freeborn County solicited bids for SAP 024-590-002 that includes work on the Songbird Trail and the low bid received was in the amount of 2,196,928.72; and,

WHEREAS, three grants totaling $1,396,274.92 will be used to fund the project leaving $800,653.80 to be funded in equal splits by Freeborn County and the City of Albert Lea; and,

WHEREAS, Freeborn County has committed funds reserved for the development of the Songbird Trail and wishes to use them to satisfy the County's commitment for this project.

NOW, THEREFORE, BE IT RESOLVED, by the Freeborn County Board of Commissioners, that:

1. That the County Engineer is approved to use Freeborn County funds committed for trail construction to pay the County's share of the construction contract and other related project expenses up to an amount of $400,000.

BE IT FURTHER RESOLVED, that this resolution shall take effect immediately upon its adoption.

Adopted this 7th day of July, 2026.

By:

____
Brad Edwin, Chair
Freeborn County Board of Commissioners

Attest:

____
County Board Clerk

FREEBORN COUNTY
Minnesota

BOARD OF COUNTY COMMISSIONERS
AGENDA REQUEST

Meeting Date: July 7, 2026	**Action Requested**: Resolution
Submitted By: Philip Wacholz, County Engineer	**Department**: Public Works
Presented By: Philip Wacholz, County Engineer	**Estimated Time Needed:** 5 minutes

Summary of Issue/Topic:
The City of Hartland is building a new community center and fire hall. The project involves additional parking needs. The City has proposed changes to the County Road adjacent to the facility that meet the needs of both the City and the County. Through coordination with the County Engineer, a modified curb line, a fire hall driveway access, and an alley access were developed.

Instead of arranging angle parking that would use road right of way and cause a bottleneck, the City requested the parking be constructed on their property so the road traveled way would not be as narrow. After a review of the state aid standards (Mn Rule 8820) and several discussions with the City, the Engineer determined the project was beneficial, met state aid requirements, and could proceed.

The agreement requires the City to pay all construction costs of the modified parking arrangement, all future maintenance costs, and accept all liability for any claims resulting from incidents that happen outside the county road right of way. The agreement also assigns snow removal responsibilities for the parking area to the City.

Options/Alternatives/Other Comments:
Without the agreement, the Engineer would not approve the project. There would be negative impacts to the Community Center and Fire Hall project for Hartland.

Recommended Board Action:
Consider a resolution approving a Memorandum of Agreement with the City of Hartland for parking and access at new community center and fire hall.

Fiscal Impact:
There are no County costs involved in this project or agreement.

Responsible Party for Contract Signatures:
Department Head/Presenter

MEMORANDUM OF AGREEMENT

For Parking, Access, and Construction on the 500 block of Broadway Street South in Hartland

<u>Between the City of Hartland and Freeborn County</u>

This Memorandum of Agreement (the Agreement) is between the City of Hartland (City) and Freeborn County (County), each of the state of Minnesota (the Parties).

Recitals

Whereas, the Freeborn County Highway Department has the responsibility of maintaining the County Road system; and,

Whereas, in 2026 the City of Hartland is constructing a new community center and fire hall (the Project); and,

Whereas, the new facility is located on the southwest corner of the intersection of County State Aid Highway (CSAH) 33 (Johnson Street) and CSAH 44 (Broadway Street South); and,

Whereas, the new facility is arranged with fire apparatus approach and driveway access on the northeast corner of the new building with the driveway facing east; and,

Whereas, the City has requested the County allow diagonal parking south of the proposed new fire apparatus driveway (Parking Area) that would involve new curb and gutter, new pavement, and street repairs; and,

Whereas, the County Engineer has conducted a review of Minnesota Rule 8820 involving State Aid Operations and found no conflict with allowing the proposed parking arrangement; and,

Whereas, the County Engineer has also concluded the proposed parking arrangement will avoid the encroachment of the driving lanes with parked cars which will keep the area open, improve visibility, allow wider vehicles to access a local agricultural business, and provide the added parking sought by the City of Hartland; and,

Whereas, the additional pavement area will result in a maintenance and snow removal burden; and,

Whereas, the City of Hartland has also proposed a change to the alley entrance located on the west side of the Project.

Therefore, the Parties enter into the following agreement.

Agreement

1. Terms of Agreement
    1.1. This Agreement shall be in effect from the date the last Party executes the Agreement.
    1.2. This Agreement shall be terminated in accordance with Section 6 herein.
2. Agreement between the Parties
    2.1. The City of Hartland shall be responsible for all construction costs related to the project.
    2.2. The City of Hartland shall be responsible for maintaining the added parking area including pothole repair, crack sealing, striping, street sweeping, and any other minor or major maintenance required to keep the pavement in useable, safe, and nuisance free condition.
    2.3. The City of Hartland shall be responsible for all snow removal in the Parking Area and snow removal for all pavement located outside the County Road Right of Way.
    2.4. The City of Hartland will install curb and gutter at the location of the old alley entrance located on the northwest side of the project (off of CSAH 33) and construct a new curb and gutter entrance near the same to serve the new parking area to be located on the west side of the Project.
    2.5. The City of Hartland will be responsible for satisfying any applicable codes related to accessible parking stalls, aisles, striping, signage, and ramps.
    2.6. The City of Hartland or their designated contractor shall be responsible for all construction signage meeting the Minnesota Manual of Uniform Traffic Control Devices to protect the traveling public from work being performed on the Project.
    2.7. The County will continue snow removal operations on CSAH 44 in a manner consist with past practice that involves windrowing snow to the middle of the street so that the City of Hartland or a designated contractor can load and haul the snow at a later time.
    2.8. The County will continue road maintenance activities on CSAH 44.

2.9. The County will not require the City to submit an application for a driveway access permit for the change to the alley entrance off of CSAH 33 or for the fire apparatus access approach off of CSAH 44.

2.10. The County will not require the City to submit an application for a work in road right of way permit.

3. Authorized Representatives

3.1. City of Hartland's authorized representative is Kelly Routh, City of Hartland Mayor, or successor.

3.2. Freeborn County's authorized representative is Philip Wacholz, Freeborn County Engineer, or successor.

4. Assignment, Amendments, Waiver, Final Agreement, and Severability

4.1. Assignment. Neither party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other Party and a fully executed assignment agreement, executed and approved by the authorized representatives of the Parties.

4.2. Amendments. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the authorized representatives of the Parties.

4.3. Waiver. The waiver of any default by any Party, or the failure to give notice of any default, shall not constitute a waiver of any subsequent default or be deemed to be a failure to give such notice with respect to any subsequent default. Waiver of breach of any provision of this Agreement shall not be construed to be modification of the terms of this Agreement unless stated to be such in writing and approved in accordance with Section 4.2 herein.

4.4. Final Agreement. This Agreement (including amendments adopted in accordance with Section 4.2 herein) is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon and shall supersede all prior negotiations, understandings, or agreements. There are no representations, warranties, or stipulations, either oral or written, not herein contained.

4.5. Severability. If any term or condition of this Agreement is illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, it is the intent of the Parties that the remainder of this Agreement shall not be affected thereby and that in lieu of each such term or condition, there be added as part of this Agreement a term or condition as similar as may be possible and legal, valid, and enforceable.

5. Indemnification

5.1. Each Party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the Party, its agents, servants or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this Agreement.

5.2. Each Party furthermore shall be liable for its own geographic areas as defined in the following paragraphs:

5.2.1. The City is responsible for the Parking Area, pavement, sidewalks, the fire apparatus driveway access approach and all other constructed surfaces and appurtenances located on City property or so constructed within County road right of way associated with the Project.

5.2.2. The County is responsible for all areas within the County road right of way except areas identified in the previous paragraph that are assigned to the City.

5.3. In the event a claim or lawsuit is filed naming one or both parties, each Party shall be responsible for the defense of the portion of the claim attributable to its geographic segment or operational control, and the parties shall cooperate in the joint defense of the action.

5.4. It is expressly understood and agreed that nothing contained in this Agreement, including this indemnification provision, shall constitute a waiver of any immunities, liability limitations, or other protections provided by law.

6. Termination

6.1. In the event that the Parties shall mutually agree in writing, this Agreement may be terminated with or without cause on the terms and dates stipulated in such written agreement to terminate.

6.2. Either party may terminate this Agreement, effective on written notice to the other party, if the other party materially breaches this Agreement, and such breach:

7.1.1. is incapable of cure; or

7.1.2. being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach.

7. Governing Law, Jurisdiction, and Venue

7.1. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota without reference to the choice of law principles or rules thereof. Any action or proceeding by either of the parties to enforce this Agreement shall be brought only in state courts in Freeborn County, Minnesota and United States District Court for the District of Minnesota. The Parties hereby irrevocably submit to the exclusive jurisdiction of such courts and waive the defense of inconvenient forum to the maintenance of any such action or proceeding in such venue.

8. Notices

8.1. All notices and demands to be given by one party to another must be given by certified or United States mail, addressed to the party to be notified or upon whom a demand is being made, at the addresses set forth in this Agreement or such other place as either party may, from time to time, designate in writing to the other party. Notice will be deemed received on the earlier of: (1) three days from the date of mailing, or (2) the day the notice is actually received by the party to whom the notice was sent.

9. Audit Clause

9.1. Pursuant to Minn. Stat. §16C.05, subd. 5, the books, records, documents, and accounting procedures and practices of each Party that are relevant to the contract or transaction are subject to examination by the other Party and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years.

If to the City of Hartland: City of Hartland
P.O. Box 487
Hartland, MN 56042

If to Freeborn County: Freeborn County
3300 Bridge Avenue
Albert Lea, MN 56007

< THIS AREA INTENTIONALLY LEFT BLANK>

City of Hartland

Dated:________________________ By:____
Kelly Routh
Its: Mayor

Dated:________________________ By:____
Karen Flatness
Its: City Clerk

Freeborn County

Dated:________________________ By:____
Brad Edwin
Its: Board Chair

Dated:________________________ By:____
Melanie Aeschliman
Its: County Administrator

FREEBORN COUNTY
Minnesota

BOARD OF COUNTY COMMISSIONERS
AGENDA REQUEST

Meeting Date:
July 7, 2026

Action Requested:
Resolution

Submitted By:
Jeff Dahlen, Veteran's Service Officer

Department:
Veteran Services

Presented By:
Jeff Dahlen, Veteran's Service Officer

Estimated Time Needed:
10 minutes

Summary of Issue/Topic:
Accept such donations to support the welfare of Veterans and their families

Options/Alternatives/Other Comments:
N/A

Recommended Board Action:
Resolution accepting donated gas cards for distribution to Veterans and families in need through the County Veterans Service Office

Fiscal Impact:
None

Responsible Party for Contract Signatures:
Department Head/Presenter

FREEBORN COUNTY BOARD OF COMMISSIONERS
RESOLUTION NO. 26-XXX

A RESOLUTION TO ACCEPT DONATED GAS CARDS FOR DISTRIBUTION TO VETERANS AND FAMILIES IN NEED THROUGH THE COUNTY VETERANS SERVICE OFFICE

WHEREAS, the County Veterans Service Office (CVSO) serves as the primary point of contact for Veterans and their families to access state and federal benefits and support services; and

WHEREAS, Local Veteran Service Organizations has generously offered to donate gas cards to assist Veterans and their families experiencing financial hardship; and

WHEREAS, Minnesota Statutes § 465.04 authorizes counties to accept gifts and donations for public purposes when approved by the County Board; and

WHEREAS, the donated gas cards are valued at **$50 each**, with the total number of cards to be determined, and are intended solely to support Veterans and their families, not as compensation for any County employee, in accordance with Minnesota Statutes § 197.604; and

WHEREAS, it is in the public interest of Freeborn County to accept such donations to support the welfare of Veterans and their families;

NOW, THEREFORE, BE IT RESOLVED, that the Freeborn County Board of Commissioners hereby:

1. **Accepts the donation of gas cards valued at $50 each** from Local Veteran Service Organizations on behalf of Freeborn County, with the total number of cards to be determined;
2. **Authorizes the County Veterans Service Office** to receive, hold, and distribute the donated gas cards to eligible Veterans and their families in need, in accordance with established eligibility criteria; and
3. **Directs the County Administrator** and CVSO to ensure proper documentation and accounting of the donation in accordance with county policies and applicable Minnesota law.

Adopted this ___ day of ________, **20**26

By: ________________________________
Brad Edwin, Chair

Attest:______________________________
Chelsea Barrett, Clerk

RESOLUTION 21-235
RESOLUTION APPROVING A 5 YEAR LEASE WITH THE MN DVS FOR OFFICE SPACE FOR AN EXAM STATION

WHEREAS, the Minnesota State legislature has allocated to the Minnesota Department of Public Safety an allotment funds to procure lease space for Driver and Vehicle Services Exam Stations, and,

WHEREAS, Freeborn County operates as a Deputy Registrar on behalf of the State of Minnesota and,

WHEREAS, the State of Minnesota has historically provided exam services in the Freeborn County Government Center in conjunction with the Deputy Registrar's office; and,

WHEREAS, the Freeborn County Board of Commissioner views DVS examination services to be critical to the citizens of Freeborn County and wishes this service to remain in the Freeborn County Government Center

NOW, THEREFORE, BE IT RESOLVED that the County Board of Commissioners hereby approves the 5 year lease with the Minnesota Department of Public Safety, Driver and Vehicle Services for the following area:

Approximately two hundred (200) square feet of office space in a room or area in the Freeborn County Government Center at 411 South Broadway Avenue, Albert Lea, MN 56007

****

I hereby certify that the above is a true and correct copy of a resolution adopted by the Freeborn County Board of Commissioners at their session on the 21st day of September, 2021, and as appears on the minutes of their record of proceedings.

Thomas Jensen
County Administrator/Clerk
County of Freeborn
State of Minnesota

STATE OF MINNESOTA

LEASE

LEASE NO. **PS0391**

THIS AGREEMENT is made by and between Freeborn County, 411 South Broadway Avenue, Albert Lea, MN 56007, hereinafter referred to as LESSOR, and the STATE OF MINNESOTA, Department of Administration, hereinafter referred to as LESSEE, acting for the benefit of Department of Public Safety, Driver and Vehicle Services.

WHEREAS, the Commissioner of Administration is empowered by Minn. Stat. §16B.24, subd. 6, to lease non-state owned property;

NOW THEREFORE, LESSOR and LESSEE, in consideration of the rents, covenants and considerations hereinafter specified, do hereby agree each with the other as follows.

1. **LEASED PREMISES** LESSOR grants and LESSEE accepts a lease of the following described Leased Premises located in the City of Albert Lea, County of Freeborn, Minnesota ZIP: 56007

   Approximately two hundred (200) square feet of office space in a room or area in the Freeborn County Courthouse agreed upon my Lessor and Lessee at 411 South Broadway Avenue.

2. **USE** LESSEE shall use and occupy the Leased Premises only as driver exam station and for such related activities.

3. **LEASE TERM**

   3.1 The term of this Lease is five (5) years, commencing January 1, 2022 and continuing through December 31, 2026, between the hours of 8:00 a.m. and 5:00 p.m. on Thursday and Friday of each week, holidays excepted. When not used on a holiday, an alternative day may be substituted, as required and if available.

   3.2 LESSOR and LESSEE hereby agree that a change in the hours or day(s) of use may be made by mutual agreement in writing between the parties, so long as there is no increase in usage.

4. **RENT**

4.1 As rent for the Leased Premises and in consideration for all covenants, representation and condition of this Lease, LESSEE agrees to pay LESSOR rent for the Lease Term in the sum of twelve thousand eight hundred seventy nine and no/100 dollars ($12,879.00) in accordance with the rent schedule set forth below:

Lease Period	Quarterly Payment	Rent for Lease Period
01/01/22 – 06/30/22	$608.00	$1,360.00
07/01/22 – 06/30/23	$619.50	$2,478.00
07/01/23 – 06/30/24	$631.00	$2,524.00
07/01/24 – 06/30/25	$642.50	$2,570.00
07/01/25 – 06/30/26	$654.00	$2,616.00
07/01/26 – 12/03/26	$665.50	$1,331.00

4.2 LESSOR represents and warrants that it is solely entitled to all of the rents payable under the terms of this Lease and that LESSEE shall have the quiet enjoyment of the Leased Premises during the full term of this Lease and any extension or renewal thereof.

5. **TERMINATION**

5.1 In the event that the Minnesota State Legislature does not appropriate to the Department of Public Safety funds necessary for the continuation of this Lease, or in the event that Federal Funds necessary for the continuation of this Lease are withheld for any reason, this Lease may be terminated by LESSEE upon giving thirty (30) days written notice.

5.2 Pursuant to Minn. Stat. §16B.24, subd. 6, this Lease is subject to cancellation upon thirty (30) days written notice by LESSEE for any reason except lease of other non-state-owned land or premises for the same use.

5.3 Notwithstanding Clauses 6.1 and 6.2 above, this Lease may be terminated by LESSEE or LESSOR for any reason at any time upon giving thirty (30) days prior written notice to LESSOR.

6. **DUTIES OF LESSOR**

6.1 LESSOR shall furnish and provide, at its expense, the following:

a. Heat, lights, electricity, water;
b. Toilet facilities, janitorial services, trash removal;
c. Desk, tables, chairs and telephone service (local service)
d. Internet access
e. Secure storage for State computer cart.

6.2 Disability Access Guidelines LESSOR agrees to provide and maintain the Leased Premises and the building of which the Leased Premises are a part with accessibility and facilities for persons with disabilities meeting code requirements including, but not limited to: Title II and III of the American with Disabilities Act (ADA), all applicable laws, rules, ordinances and regulations issued by any federal, state or local political subdivisions having jurisdiction and authority in connection with said property.

6.3 Management LESSOR agrees that in exercising its management responsibilities of the property which the Leased Premises are a part, including the maintenance, repair, alterations and construction relating thereto, it shall comply with all applicable laws, statutes, rules, ordinances and regulations, including but not limited to building code, disabilities access, zoning, air quality, pollution control, recyclable materials and prevailing wage requirements, as issued by any federal, state or local political subdivisions having jurisdiction and authority in connection with said property.

7. DUTIES OF LESSEE

7.1 LESSEE covenants that at the termination of this Lease by lapse of time or otherwise, it shall remove its personal property and vacate and surrender possession of the Leased Premises to LESSOR in as good condition as when LESSEE took possession, ordinary wear and damage by the elements excepted. Alterations or fixtures attached to the Leased Premises shall remain a part thereof and shall not be removed unless LESSOR elects to permit removal.

7.2 Smoking Pursuant to Minn. Stat. 16B.24, subd. 9, LESSOR and LESSEE shall not permit smoking in the Leased Premises.

7.3 Energy Conservation LESSEE agrees to observe reasonable precautions to prevent waste of heat, electricity, water, air conditioning, any other utility or any service, whether such is furnished by LESSOR or obtained and paid for by LESSEE.

8. INSURANCE; LIABILITY

8.1 Property Damage It shall be the duty of LESSOR and LESSEE to maintain insurance or self-insurance on their own property, both real and personal. Notwithstanding anything apparently to the contrary in this Lease, LESSOR and LESSEE hereby release one another and their respective partners, officers, employees and property manager from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for loss or damage, even if such loss or damage shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible.

8.2 Liability LESSOR and LESSEE agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. LESSEE'S liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minn. Stat., §3.736, and other applicable law.

9. **DESTRUCTION** If the Leased Premises shall be destroyed or damaged by fire, tornado, flood, civil disorder or any cause whatsoever, so that the Leased Premises become untenantable, the rent shall be abated from the time of such damage and LESSEE shall have the option of terminating this Lease immediately or allowing LESSOR such amount of time as LESSEE deems reasonable to restore the damaged Leased Premises to a tenantable condition.

10. **MAINTENANCE AND REPAIRS**

10.1 It shall be the duty of LESSOR to maintain at its own expense, in working condition, all appurtenances within the scope of this Lease, including the maintenance of proper plumbing, wiring, heating (and, where applicable, cooling) devices and ductwork.

10.2 LESSOR shall, at its own expense, make such necessary repairs so as to continue to provide all such service appurtenances as are required by this Lease, provided, however, that LESSOR shall not be responsible for repairs upon implements or articles which are the personal property of LESSEE, nor shall LESSOR bear the expense of repairs to the Leased Premises necessitated by damage caused by LESSEE beyond normal wear and tear.

11. **AUDIT** Pursuant to Minn. Stat., §16C.05, subd. 5, the books, records, documents and accounting procedures and practices of LESSOR relevant to this Lease shall be subject to examination by the State and/or Legislative Auditor, as appropriate, for a minimum of six (6) years.

12. **DEFAULT BY LESSOR** If LESSOR shall default in the performance of any of the terms or provisions of this Lease; LESSEE shall promptly so notify LESSOR in writing. If LESSOR shall fail to cure such default within thirty (30) days after receipt of such notice, or if the default is of such character as to require more than thirty (30) days to cure, and LESSOR shall fail to commence to do so within thirty (30) days after receipt of such notice and thereafter diligently proceed to cure such default, then in either event, LESSEE may cure such default and any reasonable and actual expenses paid by LESSEE shall be paid by LESSOR to LESSEE within ten (10) days after statement therefore is rendered. LESSEE shall have a specific right to set-off any such amounts against any rent payments or other amounts due under this Lease. In lieu of curing said default, LESSEE shall have the specific right to set-off against any rent payments or other amounts due under this Lease any damages incurred through the LESSOR'S breach. This provision in no way limits LESSEE'S other remedies for breach under common law or this Lease.

13. **GOVERNMENT DATA PRACTICES ACT COMPLIANCE**

13.1 LESSOR must comply with the Minnesota Government Data Practices Act, Minn. Stat., Chapter 13, as it applies to all data provided by LESSEE in accordance with this Lease and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by LESSOR in accordance with this Lease. The civil remedies of Minn. Stat. §13.08, apply to LESSOR and LESSEE.

13.2 Minn. Stat., Chapter 13, provides that all government data are public unless otherwise classified. If LESSOR receives a request to release the data referred to in this Clause, LESSOR must immediately notify LESSEE and consult with LESSEE as to how LESSOR should respond to the request. LESSOR'S response shall comply with applicable law, including that the response is timely and, if LESSOR denies access to the data, that LESSOR'S response references the statutory basis upon which LESSOR relied. LESSOR does not have a duty to provide public data to the public if the public data is available from LESSEE.

14. NOTICES

14.1 All notices or communications between LESSOR and LESSEE shall be in writing and deemed to have been given upon the occurrence of one of the following methods of delivery to the address noted in Clause 15.2 below.

a. when personally delivered to the addressee, or

b. on the second business day after sender has deposited the registered or certified mailing with the US Postal Service, or

c. one (1) business day after deposited with an overnight courier service.

14.2 Mailing Addresses:

LESSOR:	LESSEE:
Freeborn County	Accounts Payable
411 South Broadway Avenue	Department of Public Safety
Albert Lea, MN 56007	445 Minnesota St # 126
	St Paul MN 55101-5126

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(delete if necessary to create odd number of pages)

IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

LESSOR: FREEBORN COUNTY

Lessor certifies that the appropriate person(s) have executed the Lease on behalf of Lessor as required by applicable articles, bylaws, resolutions, or ordinances.

By ______________________

Title Freeborn Co. Board Chair

Date 09/21/21

By ______________________

Title Admin Ktor

Date 9/22/21

LESSEE:
STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
COMMISSIONER
Delegated to

By Mary C. Waldrop Digitally signed by Mary C. Waldrop Date: 2021.10.12 14:36:58 -05'00'

Title ______________________

Date ______________________

APPROVED:
STATE OF MINNESOTA
DEPARTMENT OF PUBLIC SAFETY

By Rita Wurm

Title Deputy Director

Date 9/27/2021

STATE ENCUMBRANCE VERIFICATION

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

By ______________________

Date 9/27/2021

Contract No. 200031

Purchase Order No. 3000075519

RESOLUTION 26-XXX
RESOLUTION APPROVING A 5 YEAR LEASE WITH THE MN DVS FOR OFFICE SPACE FOR AN EXAM STATION

WHEREAS, the Minnesota State legislature has allocated to the Minnesota Department of Public Safety an allotment funds to procure lease space for Driver and Vehicle Services Exam Stations, and,

WHEREAS, Freeborn County operates as a Deputy Registrar on behalf of the State of Minnesota and,

WHEREAS, the State of Minnesota has historically provided exam services in the Freeborn County Government Center in conjunction with the Deputy Registrar's office; and,

WHEREAS, the Freeborn County Board of Commissioner views DVS examination services to be critical to the citizens of Freeborn County and wishes this service to remain in the Freeborn County Government Center

NOW, THEREFORE, BE IT RESOLVED that the County Board of Commissioners hereby approves the 5-year lease with the Minnesota Department of Public Safety, Driver and Vehicle Services for the following area:

> Approximately two hundred (200) square feet of office space in a room or area in the Freeborn County Government Center at 411 South Broadway Avenue, Albert Lea, MN 56007

****

I hereby certify that the above is a true and correct copy of a resolution adopted by the Freeborn County Board of Commissioners at their session on the 7th day of July, 2026, and as appears on the minutes of their record of proceedings.

Adopted this 7th Day of July, 2026.

By:

____
Brad Edwin, Chair
Freeborn County Board of Commissioners

Attest:

____
County Board Clerk

STATE OF MINNESOTA

AMENDMENT OF LEASE

Amendment No. 1

Lease No. PS0391

THIS AMENDMENT, made by and between Freeborn County, 411 South Broadway Avenue, Albert Lea, MN 56007, hereinafter referred to as LESSOR, and the State of Minnesota, Department of Administration, hereinafter referred to as LESSEE, acting for the benefit of the Department of Public Safety, Driver and Vehicle Services, shall be an amendment to Lease No. PS0391.

WHEREAS, LESSOR and LESSEE entered into Lease No. PS0391, involving the lease of approximately two hundred (200) square feet of office space in a room or area in the Freeborn County Courthouse agreed upon by Lessor and Lessee at 411 South Broadway Avenue;

WHEREAS, the parties deem certain amendments and additional terms and conditions mutually beneficial for the effective continuation of said Lease;

NOW THEREFORE, LESSOR and LESSEE agree to substitution and/or addition of the following terms and conditions, which shall become a part of Lease No. PS0391 effective as of the date set forth herein.

1. **LEASED PREMISES**

1.1. Deletion Section 1 of this Lease is hereby deleted and of no further force or effect and is replaced with the following section 1.2.

1.2. LESSOR grants and LESSEE accepts a lease of the following described Leased Premises located in the City of Albert Lea, County of Freeborn, Minnesota ZIP: 56007

Approximately one hundred fifty (150) to two hundred (200) square feet of office space in a room or area in the Freeborn County Courthouse mutually agreed upon my LESSOR and LESSE at 411 South Broadway Avenue.

2. **RENEWAL TERM**

2.1 Deletion Section 3 of this Lease is hereby deleted and of no further force or effect and is replaced with the following sections 2.2 and 2.3.

2.2 The term of this Lease is five (5) years, commencing January 1, 2027 and continuing through December 31, 2031, between the hours of 8:00am and 4:30pm on Thursday and

Friday of each week, holidays excepted. When not used on a holiday, an alternative day may be substituted, as required and if applicable.

2.3. LESSOR and LESSEE hereby agree that a change in the hours or day(s) of use may be made by mutual agreement in writing between the parties, so long as there is no increase in usage.

3. **RENT** As rent for the Leased Premises and in consideration for all covenants, representations and conditions of this Lease, LESSEE agrees to pay to LESSOR rent for the Lease Term in the sum of twelve thousand eight hundred seventy nine and no/100 dollars ($12,879.00) in accordance with the rent schedule as set forth below on the last day of each quarter:

Lease Period	Quarterly Payment	Rent for Lease Period
01/01/27 – 06/30/27	$608.00	$1,360.00
01/01/28 – 06/30/28	$619.50	$2,478.00
01/01/29 – 06/30/29	$631.00	$2,524.00
01/01/30 – 06/30/30	$642.50	$2,570.00
01/01/31 – 06/30/31	$654.00	$2,616.00

4. **DUTIES OF LESSEE**

4.1 Deletion Section 7 of this Lease is hereby deleted and of no further force or effect and is replaced by sections 4.2, 4.3, 4.4, and 4.5.

4.2 LESSEE covenants that at the termination of this Lease by lapse of time or otherwise, it shall remove its personal property and vacate and surrender possession of the Leased Premises to Lessor in as good condition as when LESSEE took possession, ordinary wear and damage by the elements expected. Alterations or fixtures attached to the Leased Premises shall remain a part thereof and shall not be removed unless LESSOR elects to permit removal.

4.3 Smoking Pursuant to Minn. Stat. 16B.24, Subd. 9, LESSOR and LESSEE shall not permit smoking on the Leased Premises.

4.4 Energy Conservation LESEE agrees to observe reasonable precautions to prevent waste of heat, electricity, water, air conditioning, any other utility or any service, whether such is furnished by LESSOR or obtained and paid for by LESSEE.

4.5 LESSEE shall keep the leased space clean, orderly, and free of personal items when not in use. LESSEE acknowledges that the space is a shared-use area and agrees to maintain it in a condition that allows the LESSOR to utilize the space for meetings, staffing, and other County purposes during times when it is not being used by the LESSEE pursuant to this Lease.

5. **NOTICES**

5.1 Deletion Section 14 of the Lease is hereby deleted and of no further force or effect and is replaced by sections 5.2 and 5.3.

5.2 All notices or communications between LESSOR and LESSEE shall be in writing and deemed to have been given upon the occurrence of one of the following methods of delivery to the address noted in Clause 5.3 below.

a. when personally delivered to the addressee, or

b. on the second business day after sender has deposited the registered or certified mailing with the US Postal Service, or

c. when delivered via electronic mail from LESSEE to LESSOR to: malanie.aeschliman@co.freeborn.mn.us, or

d. one (1) business day after deposited with an overnight courier service.

5.3 Mailing Addresses:

LESSOR:
Freeborn County
411 South Broadway Avenue
Albert Lea, MN 56007
Email:
malanie.aeschliman@co.freeborn.mn.us

LESSEE:
Accounts Payable
Department of Public Safety
445 Minnesota St # 126
St Paul MN 55101-5126

With a copy to:

Department of Administration
Real Estate and Construction Services
50 Sherburne Ave, Room 309
St Paul, MN 55155
Attn: Lease Supervisor

6. Except as modified by the provisions of this Amendment, said Lease is ratified and confirmed as originally written. All capitalized terms used but not defined herein shall have the meanings assigned to them as set forth in the Lease, unless otherwise stated.

7. **EXECUTION IN COUNTERPARTS; ELECTRONIC SIGNATURES** This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts of this Amendment taken together shall constitute but one and the same Amendment. The partners further agree that the Amendment may be executed by electronic signature and that said electronic signature shall

be binding upon the party providing such signature as if it were the party's original signature. Delivery of an executed counterpart of this Amendment by facsimile or email or a PDF file shall be equally effective as delivered of an original executed counterpart of this Amendment.

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NO ATTACHMENTS

IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

LESSOR: FREEBORN COUNTY

LESSOR certifies that the appropriate person(s) have executed the Lease on behalf of LESSOR as required by applicable articles, bylaws, resolutions or ordinances.

By____________________________________

Title__________________________________

Date__________________________________

By____________________________________

Title__________________________________

Date__________________________________

LESSEE:
STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
COMMISSIONER
Delegated To:

By____________________________________

Title__________________________________

Date__________________________________

APPROVED:
STATE OF MINNESOTA
DEPARTMENT OF PUBLIC SAFETY

By____________________________________

Title__________________________________

Date__________________________________

STATE ENCUMBRANCE VERIFICATION
Individual signing certifies that funds have been encumbered as required by Minn. Stat. §16A.15 and §16C.05.

By____________________________________

Date__________________________________

Contract No.__________________________

Purchase Order No.______________________

Agenda Item – Regional Roundtable Discussion on the PowerON Midwest Project

Commissioners,

Faribault County has reached out regarding the possibility of forming a regional roundtable consisting of two commissioners from each potentially affected county to discuss the PowerON Midwest project. The purpose of the initial meeting is simply to share information, discuss the project, and explore whether there are any common issues or opportunities for collaboration among the participating counties.

Participation in the roundtable does not commit Freeborn County to any position or future action. It is intended solely as an opportunity to gather information and engage in regional discussion.

Requested Board Action:

1. Determine whether Freeborn County wishes to participate in the initial regional roundtable discussion.
2. If so, designate two commissioners to represent Freeborn County at the initial meeting. Meeting details will be distributed once participating counties have identified their representatives.

3. **Recommended Motion:**

   I move that the Freeborn County Board designate Commissioners __________ and __________ to represent Freeborn County at the initial regional roundtable discussion regarding the PowerON Midwest project, with the understanding that participation is for informational and collaborative purposes Optional language-*only and does not commit the County to any future action or position.*

R-#27/'26

RESOLUTION
SUPPORTING CITIZENS AND LANDOWNERS CONCERNS REGARDING THE PROPOSED POWERON MIDWEST 765 KV TRANSMISSION LINE PROJECT IN MARTIN COUNTY, MINNESOTA

WHEREAS, Martin County recognizes the importance of reliable energy infrastructure but also affirms the need to protect local interests, private property rights, and the long-term viability of agriculture, which is central to the county's economy and identity; and

WHEREAS, residents, farmers, and landowners of Martin County have expressed significant concerns regarding the proposed PowerOn Midwest 765 kV electric transmission line, including but not limited to impacts on private property rights, agricultural productivity, drainage systems, aerial spraying, livestock operations, and long-term land use; and

WHEREAS, landowners have raised concerns about eminent domain, compensation fairness, and the long-term burden of easements that may permanently restrict land use and reduce property value; and

WHEREAS, the proposed route may affect productive farmland, county drainage systems, tile lines, and local infrastructure, creating economic and operational challenges for agricultural producers; and

NOW, THEREFORE, BE IT RESOLVED, that Martin County Board of Commissioners formally supports the concerns raised by citizens and landowners regarding the proposed PowerOn Midwest 765 kV transmission line; and

BE IT FURTHER RESOLVED, that the County urges state and federal regulators, including the Minnesota Public Utilities Commission to ensure that:

- Meaningful public engagement occurs before any routing decisions are made
- Alternative routes and non-transmission alternatives are fully evaluated
- Agricultural impacts are minimized and fully mitigated
- Property rights protections are upheld
- Compensation standards are fair, transparent, and reflect long-term burdens
- Environmental and safety reviews are comprehensive and science based

Motion by Commissioner ______________, seconded by Commissioner ________________, resolution duly passed and adopted this 16th day of June, 2026.

BOARD OF COMMISSIONERS
MARTIN COUNTY, MINNESOTA

____
Kevin Kristenson, Board Chair

ATTEST:______________________________
Scott Higgins, County Coordinator