

LYON COUNTY BOARD OF COMMISSIONERS MEETING AGENDA
COMMISSIONER'S ROOM
LYON COUNTY GOVERNMENT CENTER
Tuesday, June 2, 2026 at 9:00 AM

1. Opening

Pledge of Allegiance

2. Approve Agenda

Conflict of Interest

Per Diems

3. Consent Agenda

1. Approve Consent Agenda

2. Minutes 5/19/26

3. Commissioner Warrants

4. Auditor Warrants

5. Per Diems

4. Resolutions/Contracts/Routine

4.1 Garvin Park Bathroom / Shower Quote

Consider Quote.

4.2 Garvin Park Development Bid

Consider Bid.

5. Regular Agenda

5.1 State Affordable Housing Aid (SAHA)

Hear proposals to use SAHA funds to help fund an affordable housing complex from Tapestry Companies, UCAP and Habitat for Humanity.

[SKM_C450i26052011300.pdf](#)

5.2 10:00 am County Ditch 12 Public Hearing

Public Hearing on a petition to remove property from County Ditch No. 12.

[CD 12 ISG Report.pdf](#)

[CD 12 Petition Public Hearing Notice.pdf](#)

5.3 Workforce Innovation and Opportunity Act Joint Powers Agreement

Consider approval of the four year joint powers agreement for the Southwest Minnesota Chief Elected Officials' Joint Powers Board.

[SKM_C450i26052814351.pdf](#)

5.4 DNR Boat and Water Safety Grant

Approve acceptance of 2026 DNR Boat and Water Safety Grant.

[2026 Grant Unsigned.pdf](#)

5.5 County State Aid Bituminous Paving Contract

Award Contract 2026-1 to Duininck Inc based on their low bid of \$2,954,673.53.

Disclaimer: This agenda has been prepared to provide information regarding an upcoming meeting of the Lyon County Board of Commissioners. This document does not claim to be complete and is subject to change.

Barrier Fee: All Lyon County Board of Commissioners are accessible to the handicapped. Attempts will be made to accommodate any other individual need for special services. Please contact Loren Stomberg at 507-537-6980 early so necessary arrangements can be made.

6. **Board Reports**
7. **Adjournment**

Disclaimer: This agenda has been prepared to provide information regarding an upcoming meeting of the Lyon County Board of Commissioners. This document does not claim to be complete and is subject to change.

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LYON COUNTY

REQUEST FOR BOARD ACTION

Requested Board Date: 06/02/26	Item: Garvin Park Bathroom / Shower Quote
Originating Department: Environmental Office	Presenter: Schroeder / Stomberg

Board Action Requested:

Consider Quote.

Background:

The County received one (1) bid for the Garvin Park bathroom / shower building. The bid amount is in excess of available budget dollars. The project was advertised through the legal county newspaper process.

LYON COUNTY

REQUEST FOR BOARD ACTION

Requested Board Date: 06/02/26	Item: Garvin Park Development Bid
Originating Department: Environmental Office	Presenter: Schroeder / Stomberg

Board Action Requested:

Consider Bid.

Background:

The County received one (1) bid for the Garvin Park Infrastructure Improvement project. The bid amount is in excess of available budget dollars. The project was advertised on QuestCDN, and through the legal county newspaper process.

LYON COUNTY

REQUEST FOR BOARD ACTION

Requested Board Date: 06/02/26	Item: State Affordable Housing Aid (SAHA)
Originating Department: Administration	Presenter: Stomberg

Board Action Requested:

Hear proposals to use SAHA funds to help fund an affordable housing complex from Tapestry Companies, UCAP and Habitat for Humanity.

Background:

See attached

Supporting Documents:

[SKM_C450i26052011300.pdf](#)



Statewide Affordable Housing Aid

Statewide Affordable Housing Aid helps counties, Tribal nations, and greater Minnesota local governments develop and preserve affordable housing within their jurisdictions to keep families from losing housing and to help those experiencing homelessness find housing. Aid was first paid in 2023.

[Open All \[+\]](#) [Close All \[-\]](#)

About the Program

The Department of Revenue certifies amounts for eligible Tribal nations, counties, and cities by August 1 each year. We base this certification on current laws, including any changes from the most recent legislative session.

A summary of how aid was calculated is included with each year's certification.

In 2023, Statewide Affordable Housing Aid was paid in one installment on December 26. Beginning in 2024, it will be paid to cities and counties in two equal installments in the year after it is certified. The first half will be paid each year on July 20 and the second half on December 26. The aid for Tribal nations will be paid each year in one installment by December 26 of the year it is certified.

2026 Certification

Tribal nations - 2026 Statewide Affordable Housing Aid Amounts (The aid amounts for Tribal nations will be calculated and certified by August 1, 2026.)

[Counties - 2026 Statewide Affordable Housing Aid Amounts](#) \$ 53,632

[Cities - 2026 Statewide Affordable Housing Aid Amounts](#)

[Summary of 2026 Statewide Affordable Housing Aid](#)

2025 Certification

[Tribal nations - 2025 Statewide Affordable Housing Aid Amounts](#)

[Counties - 2025 Statewide Affordable Housing Aid Amounts](#) \$ 44,105

[Cities - 2025 Statewide Affordable Housing Aid Amounts](#)

[Summary of 2025 Statewide Affordable Housing Aid](#)

2024 Certification

[Tribal nations - 2024 Statewide Affordable Housing Aid Amounts](#) (Due to law changes during the 2024 legislative session, the aid amounts for Tribal nations were recalculated and recertified on July 31, 2024.)

[Counties - 2024 Statewide Affordable Housing Aid Amounts](#)

[Cities - 2024 Statewide Affordable Housing Aid Amounts](#) \$ 104,699

[Summary of 2024 Statewide Affordable Housing Aid](#)

2023 Certification

[Tribal nations - 2023 Statewide Affordable Housing Aid Amounts](#)

[Counties - 2023 Statewide Affordable Housing Aid Amounts](#)

[Cities - 2023 Statewide Affordable Housing Aid Amounts](#) \$ 104,699

[Summary of 2023 Statewide Affordable Housing Aid](#)

Use of Aid

Funds from this aid program must be spent on a qualifying project by December 31 in the fourth year following the year after the aid was received.

Funds will also be considered spent if both of these conditions are met:

- A county or eligible city demonstrates to Minnesota Housing that the city or county cannot expend funds on a qualifying project by the deadline due to factors outside the control of the city or county
- The funds are transferred to a local housing trust fund

Funds transferred to a local housing trust fund must be spent on a project or household that meets affordability requirements.

Qualifying Projects

Qualifying projects include:

- Emergency rental assistance for households earning less than 80% of area median income as determined by the United States Department of Housing and Urban Development
- Financial support to nonprofit affordable housing providers in their mission to provide safe, dignified, affordable, and supportive housing
- Construction, acquisition, rehabilitation, demolition or removal of structures, construction financing, permanent financing, interest rate reduction, refinancing, and gap financing of housing to provide affordable housing for households that have incomes not exceeding:
 - **For homeownership projects**, 115% of the greater of state or area median income as determined by the United States Department of Housing and Urban Development
 - **For rental housing projects**, 80% of the greater of state or area median income as determined by the United States Department of Housing and Urban Development
- **For areas outside Anoka, Carver, Dakota, Hennepin, Ramsey, Scott, or Washington counties:** the development of properties that are rented at market value if the relevant unit of government submits with their report to Minnesota Housing a resolution and supporting documentation showing that the area meets the requirements of Minnesota Statute 462A.39, subd. 4, para. (a)

Go to the [Minnesota Housing Local and Statewide Affordable Housing Aid](#) page for more information about qualifying projects.

Affordability Requirements

Housing developed or rehabilitated with funds under this program must be affordable to the local work force.

Projects are prioritized that provide affordable housing to households with incomes that:

- **For homeownership projects**, do not exceed 80% of the greater of state or area median income as determined by the United States Department of Housing and Urban Development
- **For rental housing projects**, do not exceed 50% of the greater of state or area median income as determined by the United States Department of Housing and Urban Development.

Priority may be given to projects that:

- Reduce disparities in home ownership
- Reduce housing cost burden, housing instability, or homelessness
- Improve the habitability of homes
- Create accessible housing
- Create more energy- or water-efficient homes

Gap financing is the difference between the costs of the property and either:

- The market value of the property upon sale
- The amount the targeted household can afford for housing, based on industry standards and practices.

If aid from this program is used for demolition or removal of existing structures, the cleared land must be used for the construction of housing to be owned or rented by persons who meet the income limits described above.

If an aid recipient uses the aid on new construction of a building containing more than four units, the loan recipient must construct, convert, or adapt the building to include:

- The greater of at least one unit or at least 5% of units that:
 - Are accessible as defined by section 1002 of the current State Building Code Accessibility Provisions for Dwellings Units in Minnesota

- Include at least one roll-in shower
- The greater of at least one unit or at least 5% of units that are sensory-accessible with:
 - Soundproofing between shared walls for first and second floor units
 - No fluorescent lighting in units and common areas
 - Low-fume paint
 - Low-chemical carpet
 - Low-chemical carpet glue in units and common areas

Note: These guidelines do not relieve a project funded by this aid program from meeting other applicable accessibility requirements.

Reporting to Minnesota Housing

Beginning in 2025, aid recipients must submit a report annually to Minnesota Housing no later than December 1. The report must include documentation of the location of any unspent funds distributed and of qualifying projects completed or planned with funds.

Go to the [Minnesota Housing Local and Statewide Affordable Housing Aid](#) page for more information about reporting.

Tribal Nation Application

All 11 federally recognized Tribal nations located in Minnesota are eligible to receive aid.

Eligible Tribal nations may choose to receive aid by:

1. Emailing PropTax.Admin@state.mn.us by January 15 of the year they would like to start receiving aid
2. Certify their most recent estimated number of enrolled members to PropTax.Admin@state.mn.us by March 1 of each year

Questions?

For more information about this program, including answers to frequently asked questions, go to the [Minnesota Housing Local and Statewide Affordable Housing Aid](#) page.

You can email us about aid distribution at PropTax.Admin@state.mn.us.

How Are We Doing?

[Rate Our Website](#)

LYON COUNTY

REQUEST FOR BOARD ACTION

Requested Board Date: 06/02/26	Item: 10:00 am County Ditch 12 Public Hearing
Originating Department: Administration	Presenter: Biren, Xiong

Board Action Requested:

Public Hearing on a petition to remove property from County Ditch No. 12.

Background:

See attached notice and engineering report from ISG.

Supporting Documents:

[CD 12 ISG Report.pdf](#)

[CD 12 Petition Public Hearing Notice.pdf](#)



DATE: May 28, 2026

TO: Lyon County Drainage Authority

FROM: Charles J Brandel, PE - ISG

SUBJECT: Lyon County Ditch No. 12 Petition to Remove Lands Hydraulic Analysis

CD 12 REMOVAL OF LANDS HYDRAULIC ANALYSIS

SUMMARY

The Lyon County Drainage Authority requested that ISG complete a report and a hydraulic analysis of the potential impacts of this petitioned removal of lands to the drainage system's hydraulic capacity and subsequently any potential negative impacts to the drainage system. The maps and calculations provided herein constitute the findings of this analysis.

A petition was filed to the Lyon County Drainage Authority to remove portions of the Thooft, Lavaune/Life Estate property out of the Lyon County Ditch No. 12 (CD 12) Public Drainage System. The present petition would involve areas from one property and is located in the NW ¼ of Section 12 of Coon Creek Township in Lyon County. The Thooft, Lavaune/Life Estate property is 160-acres in total, as recorded in the parcels tax information. Presently, 114-acres of the 160-acres are assessed into the CD 12 system.

It is important to note that the Thooft, Lavaune/Life Estate property is currently part of an active mining operation. As a result, site conditions and topography are continually changing, and the final landscape configuration cannot be determined with complete certainty at this time. This analysis was completed using the most current information available, including on-site survey data, a digital elevation model (DEM), and contour mapping.

WATERSHED DESCRIPTION

The CD 12 watershed is in Sections 1, 11-14, and 23 of Coon Creek Township and Sections 7 and 18 of Lyons Township in Lyon County, which is approximately 3 miles Southwest of the City of Lynd, MN. The mainline tile runs generally East from its beginning in Section 14 of Coon Creek Township to its outlet, a private ditch in Section 7 of Lyons Township.

Characterized by rolling hills with an elevation difference of approximately 121 feet across the entire watershed, the CD 12 system drains approximately 1,799 acres. The outlet of the CD 12 system is a private ditch that drains into an unnamed stream (M-055-126-048), which then discharges to the Redwood River approximately one mile downstream of the CD 12 mainline tile outlet. The predominant hydrologic soil type within the system's watershed is Hydrologic Soil Group B. When adequately drained, Group B soils exhibit moderately low runoff potential under thoroughly wet conditions. Soil descriptions are based on NRCS hydrologic soil group classifications.

HYDRAULIC CAPACITY ANALYSIS

For this analysis, drainage capacity is expressed as a drainage coefficient, which represents the depth of water that a subsurface tile system can remove from the total upstream drainage area over a given period of time, measured here in inches per day (in/day). For current farming practices in this region, a drainage coefficient of 0.50 in/day is generally recommended for subsurface tile systems. Table 2 below summarizes the calculated drainage coefficients for the As-Constructed or Subsequently Improved Condition (ACSIC) under both existing conditions and the proposed post-removal condition. These values were calculated using ACSIC assumptions, meaning tile sizes and slopes were based on the most recent repair or improvement plans when available, or on the original construction plans if no improvements had been made. The results represent the theoretical capacity of the system as if the tile were new and in good condition. They do not reflect current field conditions, where maintenance issues such as offset joints, cracks, or debris may reduce actual system capacity. Capacity calculations were completed at the Mainline tile outlet because the petitioned removal area directly affects the Mainline subsurface tile.

Table 2. CD 12 Existing and Post Removal System Drainage Capacity

Area	ACSIC Size (in)	ACSIC Slope (%)	Drainage Area (Acres)	Post Removal Drainage Area (Acres)	ACSIC Drainage Coefficient (in/day)	Petitioned Removal Drainage Coefficient (in/day)	Drainage Coefficient Percent Increase (%)
Main	24	0.38%	1798.5	1680.6	0.19	0.20	8.1%

The removal of portions of the previously discussed property increases the drainage coefficient of the Mainline tile. The increase in calculated drainage coefficient can be attributed to the petitioned 114-acres leaving the Thooft Lavaune/Life Estate property. Given that area would no longer be flowing into the CD 12 system, drainage coefficients have increased for the public drainage infrastructure.

Even though land is petitioned to be removed from the CD 12 system and will no longer utilize the subsurface public drainage infrastructure, overland flow may still contribute to the CD 12 system. After an on-site survey and review of the Digital Elevation Model (DEM), it was determined that portions of the Thooft property would still contribute overland flow. It was determined that 10.0-acres of the Thooft, Lavaune/Life Estate property would contribute overland flow to the Mainline. A map illustrating contributing overland flow areas is attached. Post removal drainage calculations tabulated above assume that the contributing drainage areas used in calculations are 100% privately tiled. This means that the "Post Removal Drainage Area (Acres)" does not account for the areas of land contributing overland flow to CD 12 after the removal of petitioned lands, which would therefore reduce the calculated percent increase of drainage coefficients.

Drainage coefficients are increasing for the petitioned removal of land, but the petitioned lands will still contribute some overland flow to the CD 12 system. For these reasons, the Engineer does not believe that this petitioned removal of land will result in any negative impacts to the CD 12 Public Drainage System infrastructure and will not contribute any additional flooding in the CD 12 system as a whole. Additionally, the Engineer believes that even with the petitioned removal of land, overland flow will still be contributed to CD 12 from a portion of the petitioned land and therefore should still be partially assessed to the CD 12 System.

It is important to note that the Demuth Family Rev Living Trust Parcel #03-001002-0 property is not included in the current petition to remove land; however, it is effectively landlocked from the public drainage system by the petitioned property. Of the parcel's total 160 acres, 19-acres are currently assessed to the CD 12 system. If the petitioned removal of land is approved or the system benefits are modified, the Engineer believes this property should be treated in a manner consistent with the petitioned properties. This parcel is identified on the attached maps.



Figure 1: Thooft Southeast Corner Post Looking West

ELEVATION ANALYSIS

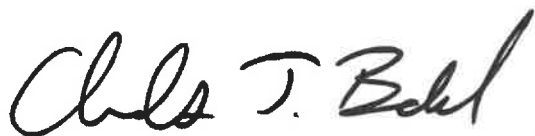
Based on the site visit and survey data collected, the reservoir into which the Thooft private tile drains has an approximate water surface elevation of 1520.0 to 1521.5 feet (NAVD). The ground elevation near the existing Mainline is approximately 1534.75 feet (NAVD). Although the tile depth at this exact location is unknown, it is reasonable to assume a depth of approximately 5 feet based on information from other locations within the system. Using this assumption, the tile invert elevation would be approximately 1530.0 feet (NAVD), indicating that water from the reservoir would not be able to reach the public county tile. For water from the reservoirs to reach the tile via groundwater flow, the tile would need to be approximately 15 feet deep, which is exceedingly unlikely at the time of installation. Refer to the attached Survey Shots Map for additional detail.

SUMMARY OF FINDINGS

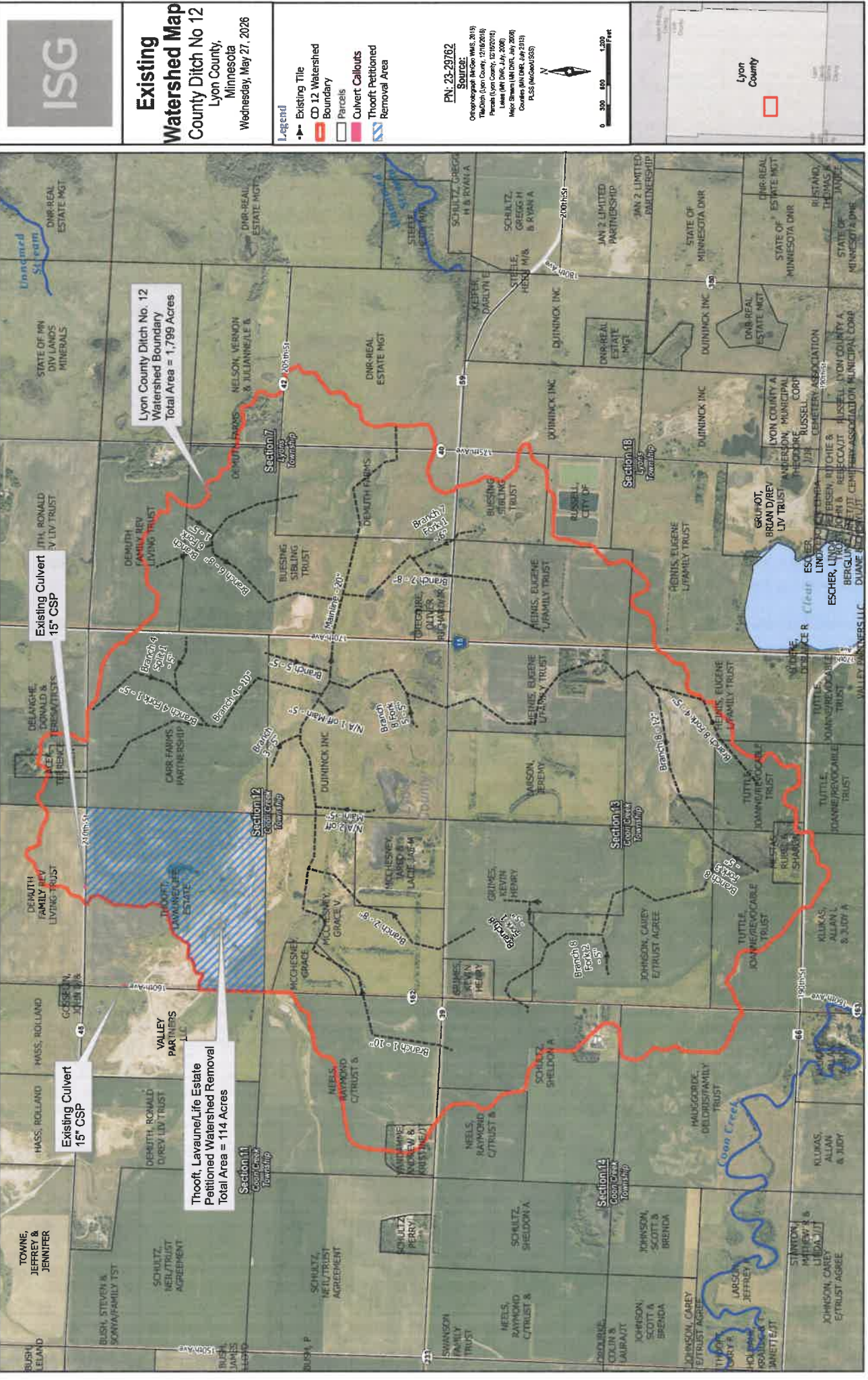
Based on the findings of this analysis, it is the opinion of the Engineer that removal of the petitioned 114-acres from the Thooft, Lavaune/Life Estate property will not adversely affect the hydraulic capacity or overall function of Lyon County Ditch No. 12, nor will it result in additional flooding within the public drainage system. The calculated increase in drainage coefficient following removal of the petitioned lands supports the conclusion that the system will continue to function without negative hydraulic impacts. However, based on existing topography, approximately 10.0 acres of the petitioned property are expected to continue contributing overland flow to CD 12. Accordingly, it is the opinion of the Engineer that this contributing area should remain subject to assessment in a manner consistent with the benefits it continues to receive from the system. Further, because removal of the petitioned land reduces their contribution of flow to CD 12, it is the opinion of the Engineer that the benefits assigned to the proposed removal area should be considered for reduction.

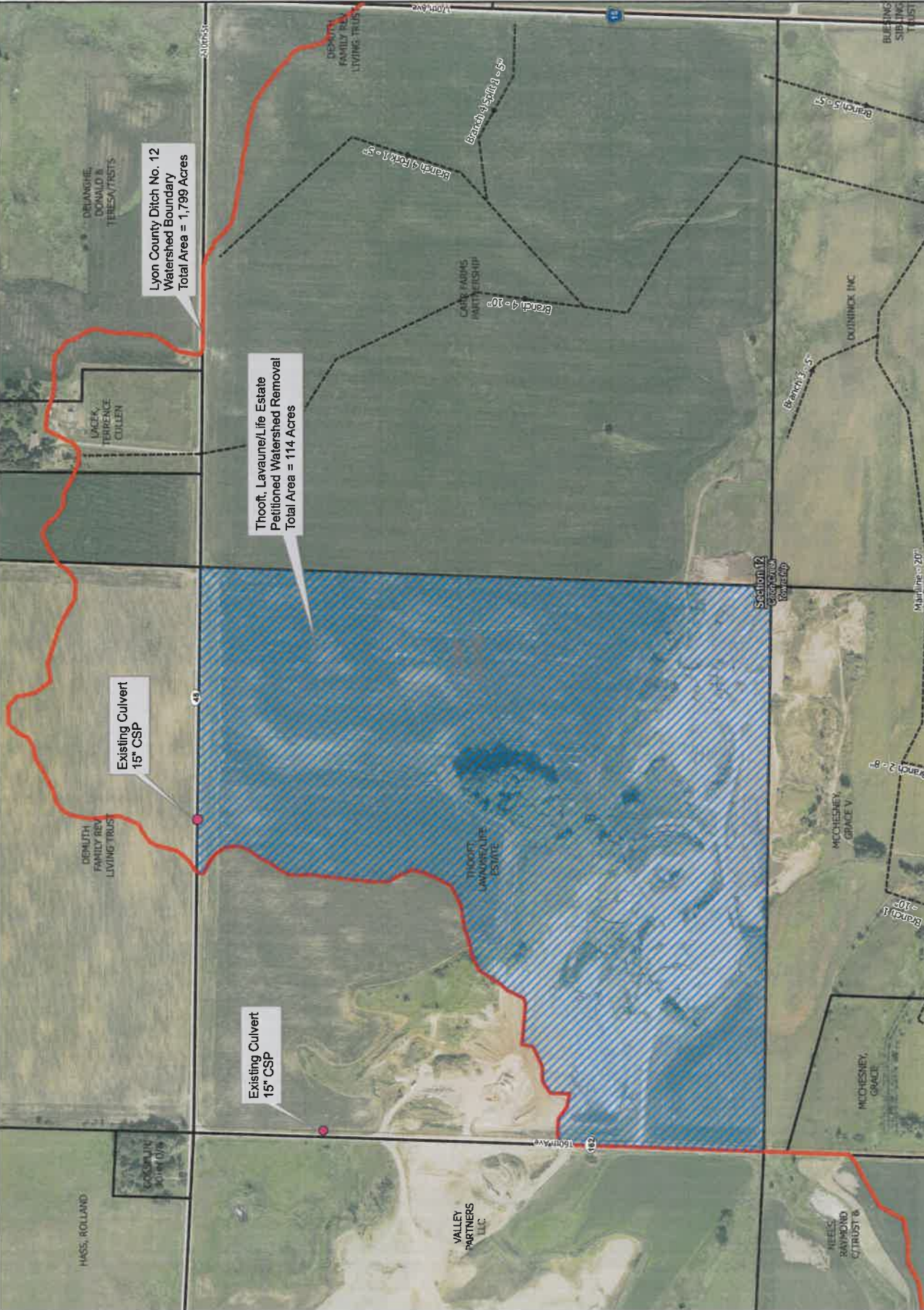
In addition, because the property remains part of an active mining operation and site conditions continue to change, the Engineer recommends that the Thooft property be reviewed upon completion of mining activities to establish the final watershed boundary and confirm the appropriate long-term assessment to the drainage system.

Sincerely,



Charles J Brandel, PE
Project Engineer
MN License No.
43359





**Existing
Elevation Map
County Ditch No 12**
Lyon County,
Minnesota
Wednesday, May 27, 2026

PN: 23-29762

Source:
Orthophotograph (McGill WMS, 2015)
Tussock (Lyon County, 12/15/2016)
Parade (Lyon County, 12/15/2016)
Lakes (MNDNR, July, 2008)
Major Stream (MNDNR, July 2008)
Counties (MNDNR, July 2013)
PLSS (McGillUSGS)

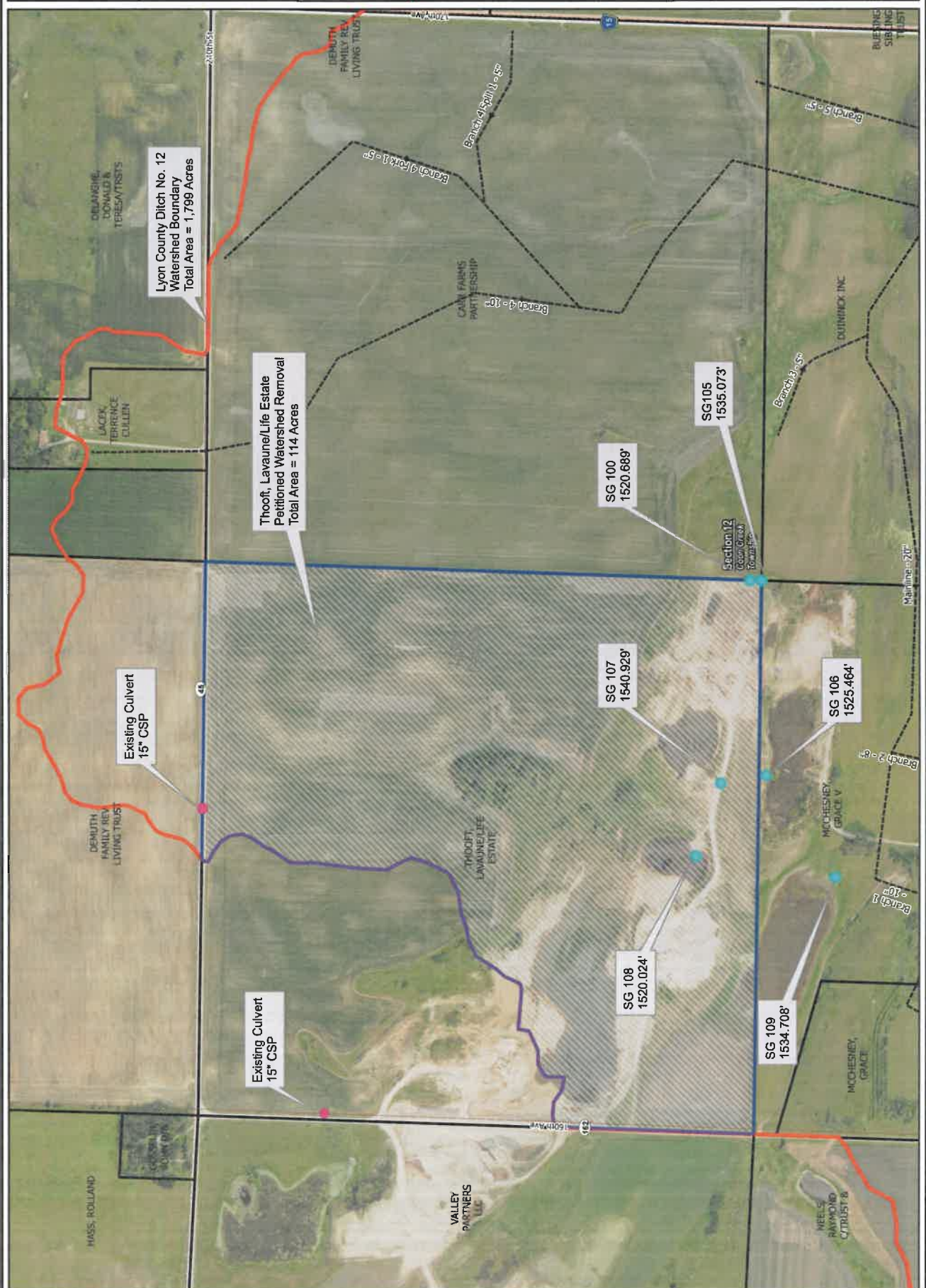
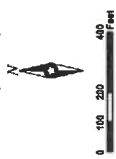


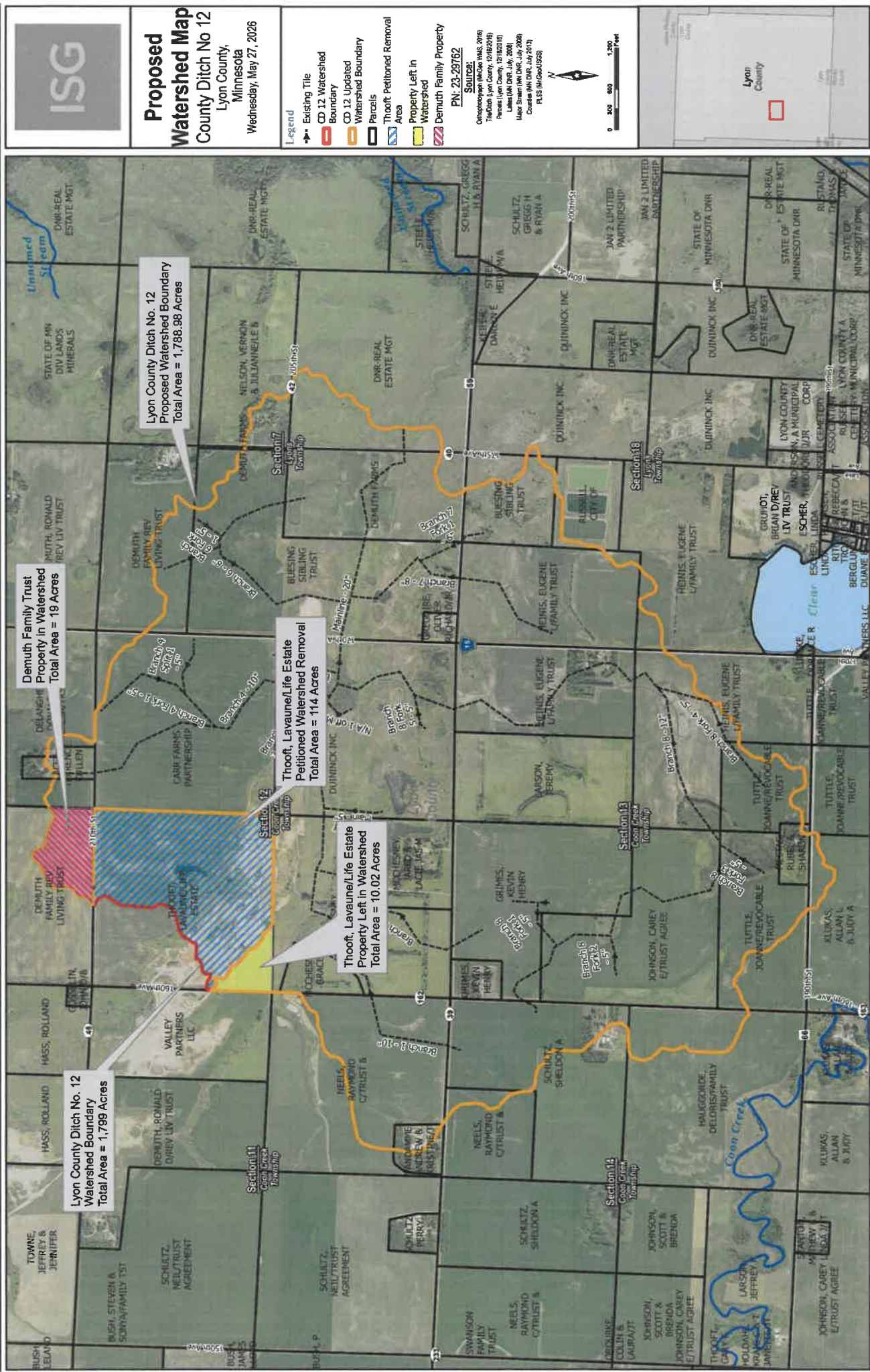
Survey Shots Map

County Ditch No 12
Lyon County,
Minnesota
Wednesday, May 27, 2026

- Legend
- Existing Tile
 - CD 12 Watershed Boundary
 - Perchels
 - Thooft Petitioned Removal Area
 - Culvert Callouts
 - Survey Points

PN: 23-29762
Source:
Orthophoto (McGraw Hill, 2015)
Tribal (Lyon County, 12/15/2015)
Parcel (Lyon County, 12/15/2015)
Lands (Lyon County, 12/15/2015)
Map (Lyon County, 12/15/2015)
County (Lyon County, 12/15/2015)
PLSS (McGraw Hill, 2015)







LYON COUNTY AUDITOR/TREASURER

NOTICE OF PUBLIC HEARING COUNTY DITCH NO. 12

(Petition to Remove Property from Drainage System)

NOTICE IS HEREBY GIVEN, that the Lyon County Board of Commissioners, acting as the Drainage Authority for County Ditch No. 12, pursuant to Minn. Stat. 103E.805, subd. 3, will hold a public hearing on the petition to remove property from County Ditch No. 12. The public hearing will be held on Tuesday, June 2, 2026 at 10:00 a.m. in the Lyon County Commissioner's Room of the Lyon County Government Center, 607 W Main St., Marshall, Minnesota.

If you need further information regarding this hearing, please contact Lyon County Ditch Inspector John Biren at (507) 532-8207 extension 3.

Dated: May 12, 2026
John Xiong
Lyon County Auditor/Treasurer

LYON COUNTY

REQUEST FOR BOARD ACTION

Requested Board Date: 06/02/26	Item: Workforce Innovation and Opportunity Act Joint Powers Agreement
Originating Department: Administration	Presenter: Stomberg

Board Action Requested:

Consider approval of the four year joint powers agreement for the Southwest Minnesota Chief Elected Officials' Joint Powers Board.

Background:

See attached JPA

Supporting Documents:

[SKM_C450i26052814351.pdf](#)

**WORKFORCE DEVELOPMENT AREA #6
SOUTHWEST MINNESOTA**

**WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)
JOINT POWERS AGREEMENT**

For the Counties of

**REGION 6W & REGION 8
(Big Stone, Chippewa, Cottonwood, Jackson, Lac qui Parle, Lincoln, Lyon,
Murray, Nobles, Pipestone, Redwood, Rock, Swift and Yellow Medicine)**

**SOUTHWEST MINNESOTA
CHIEF ELECTED OFFICIALS' JOINT POWERS BOARD**

JULY 1, 2016 - JUNE 30, 2018

**Renewed for the Period of:
JULY 1, 2018 – JUNE 30, 2020
JULY 1, 2020 – JUNE 30, 2022
JULY 1, 2022 – JUNE 30, 2026
JULY 1, 2026 – JUNE 30, 2030**

ADOPTED BY

COUNTIES OF:

**Big Stone, Chippewa, Cottonwood, Jackson, Lac qui Parle, Lincoln, Lyon,
Murray, Nobles, Pipestone, Redwood, Rock, Swift and Yellow Medicine)**

AND

**SOUTHWEST MINNESOTA
CHIEF ELECTED OFFICIALS' JOINT POWERS BOARD**

Southwest Minnesota Joint Powers Agreement Workforce Investment Program

This Joint Powers Agreement (“Agreement”) is made and entered into this 1st day of July, 2026, by the Board of Commissioners of the following Counties of the State of Minnesota: Big Stone, Chippewa, Cottonwood, Jackson, Lac qui Parle, Lincoln, Lyon, Murray, Nobles, Pipestone, Redwood, Rock, Swift and Yellow Medicine (hereinafter referred to as participating County Boards) as follows:

Recitals

WHEREAS Congress enacted the Workforce Innovation and Opportunity Act (WIOA) of 2014, (Public Law 113 – 128) and

WHEREAS, the United States Department of Labor (DOL) has made available funds through the Workforce Innovation and Opportunity Act; and

WHEREAS, the Governor of the State of Minnesota, through the Department of Employment and Economic Development (DEED), pursuant to the Workforce Innovation and Opportunity Act, hereinafter referred to as the Act, will make available funds for the delivery of services provided for under the Act, and

WHEREAS Minn. Stat. §471.59 permits governmental units to jointly exercise powers that each may separately exercise; and

WHEREAS the participating County Boards desire to provide planning and coordination as set forth in the Act within the multi-county area covered by this Agreement,

NOW THEREFORE, in consideration of the recitals and mutual agreements contained herein, and pursuant to the foregoing, the participating counties do hereby establish/extend the Southwest Minnesota Chief Elected Officials Joint Powers Board, having the composition, powers and duties provided in this agreement as follows:

ARTICLE I - PURPOSE

As cited in Minn. Stat 471.59, subd. 2 requiring purpose of Joint Powers Agreement, the following is set forth in accordance with said requirement:

To carry out the purpose of the Workforce Innovation and Opportunity Act (WIOA) as cited in Section 2 of the WIOA law as:

1. To increase, for individuals in the United States, particularly those individuals with barriers to employment, access to and opportunities for the employment, education, training, and support services they need to succeed in the labor market.

2. To support the alignment of workforce investment, education, and economic development systems in support of a comprehensive, accessible, and high-quality workforce development system in the United States.
3. To improve the quality and labor market relevance of workforce investment, education, and economic development efforts to provide America's workers with the skills and credentials necessary to secure and advance in employment with family-sustaining wages and to provide America's employers with the skilled workers the employers need to succeed in a global economy.
4. To promote improvement in the structure of and delivery of services through the United States workforce development system to better address the employment and skill needs of workers, jobseekers, and employers.
5. To increase the prosperity of workers and employers in the United States, the economic growth of communities, regions, and states, and the global competitiveness of the United States.
6. For purposes of subtitle A and B of Workforce Innovation and Opportunity Act (WIOA) of 2014, (Public Law 113 – 128), to provide workforce investment activities, through statewide and local workforce development systems, that increase the employment, retention, and earnings of participants, and increase attainment of recognized postsecondary credentials by participants, and as a result, improve the quality of the workforce, reduce welfare dependence, increase economic self-sufficiency, meet the skill requirements of employers, and enhance the productivity and competitiveness of the Nation.

ARTICLE II – GOVERNANCE

The Southwest Minnesota Chief Elected Officials Joint Powers Board shall have the following governance structure:

1. The WIOA Joint Powers Board will be comprised of one County Commissioner from each of the fourteen (14) counties represented in the Joint Powers Board. Each County Board will annually appoint a County Commissioner to serve on the Joint Powers Board in January of each year.
2. Each representative of the Joint Powers Board shall be appointed for one-year terms, commencing January 1 of each year, except that each representative may be removed by resolution without cause, by the County Board of Commissioners that appointed him/her.
3. If the office of any Joint Powers Board representative becomes vacant, the vacancy shall be filled by appointment of the County Board of Commissioners with the authority under Article II, Section 1 of this Agreement to appoint that representative. Said appointment shall occur within thirty (30 days) of the existence of the vacancy.

4. Meetings - The Joint Powers Board will meet at least semi-annually. Special meetings may be held at any time upon the call of the Chair. All meetings of the Joint Powers Board shall be conducted in a manner consistent with the Minnesota Open Meeting Law, Minnesota Statutes - Chapter 13D.
5. Voting - Each representative shall be entitled to cast one vote on any matter before the Joint Powers Board. No vote shall be cast by one representative on behalf of another representative. Unless otherwise provided, any action within the authority of the Joint Powers Board may be taken by the affirmative vote of the majority of the representatives present at a regular meeting or at a duly held special meeting, if a quorum is present. A majority of the fourteen (14) representatives shall constitute a quorum. Once established, a quorum may not be lost until a meeting is adjourned.
6. Officers - The Joint Powers Board elects a chairperson and vice-chairperson from its membership. The Chair or Vice-Chair shall preside at all meetings of the Joint Powers Board and shall perform all other duties and functions assigned to them by the Joint Powers Board. For the purpose of entering into agreements with the State of Minnesota, the Chairperson or Vice Chair, upon approval of the Joint Powers Board, is authorized to sign agreements on behalf of the parties. Elections of offices will occur annually, at the first meeting following the 1st of each year.
7. Minutes and all official documents of the Joint Powers Board meetings and other action will be maintained at the Southwest Minnesota Private Industry Council, Inc. Office located at 607 West Main Street, Marshall, MN 56258.

ARTICLE III - RESPONSIBILITIES OF THE JOINT POWERS BOARD

The Joint Powers Board shall have all powers that may be necessary or proper to discharge the duties imposed upon it by the Act and the rules and regulations promulgated by the U.S. Department of Labor and the State of Minnesota pursuant thereto, provided, that the Joint Powers Board shall be subject to those limitations contained in Minnesota Statutes Section 471.59. Such powers shall include:

1. The Joint Powers Board may enter into any contract or any lease necessary, or proper for the exercise of its powers, or the accomplishments of its purposes. Since such contracts could create a liability to individual member's counties, the vote required to enter into such contract must be a unanimous vote.
2. The Joint Powers Board may adopt standards and guidelines relating to the exercise of its powers or the accomplishment of its purpose.
3. The Joint Powers Board shall appoint a 27-member Southwest Minnesota Workforce Development Board in accordance with the Workforce Innovation and Opportunity Act Section 107 (b) (2). All appointments shall be for 2 years. There shall be at least one

private industry member, as defined in category (a) below, appointed from each of the 14 counties. The Southwest Minnesota Chief Elected Officials Joint Powers Board shall appoint additional members from category (b), category (c) and category (d) below, in numbers sufficient to maintaining a 27-member board. No county shall have more than one member from category (a) below. The Southwest Minnesota Chief Elected Officials Joint Powers Board shall appoint a sufficient number of members from category (a) below to assure that the required majority of private industry members is maintained.

- (a) Majority of the members of the Board shall be representatives of business who (1) are owners of businesses, chief executives or operating officers of businesses, or other business executives or employers with optimum policymaking or hiring authority; (2) represent businesses, including small businesses, or organizations representing businesses that provide employment opportunities, that at a minimum, include high-quality, work-relevant training and development in in-demand work-relevant training and development in in-demand industry sectors or occupations in the local area; and (3) are appointed from among individuals nominated by local business organizations and business trade associations.
- (b) Not less than 20 percent of the members of each local board shall be representatives of the workforce within the local area, who – (1) shall include representatives of labor organizations (for a local area in which employees are represented by labor organizations), who have been nominated by local labor federations, or (for a local area in which no employees are represented by such organizations) other representative of employees; (2) shall include a representative who shall be a member of a labor organization or a training director, from a joint labor-management apprenticeship program, or if no such joint program exists in the area, such a representative of an apprenticeship program in the area, if such a program exists; (3) may include representatives of community-based organizations that have demonstrated experience and expertise in addressing the employment needs of individuals with barriers to employment, including organizations that serve veterans or that provide or support competitive, integrated employment for individuals with disabilities; and (4) may include representatives of organizations that have demonstrated experience and expertise in addressing the employment, training, or education needs of eligible youth, including representatives of organizations that serve out-of-school youth;
- (c) Shall include representatives of entities administering education and training activities in the local area, who – (1) shall include a representative of eligible providers administering adult education or literacy activities under title II; (2) shall include a representative of institutions of higher education providing workforce investment activities (including community colleges); (3) may include representatives of local educational agencies, and of community-based organizations with demonstrated experience and expertise in addressing the education or training needs of individuals with barriers to employment;

- (d) Shall include representatives of governmental and economic and community development entities serving the local area, who – (1) shall include a representative of economic and community development entities; (2) shall include an appropriate representative from the State employment service office under the Wagner-Peyser Act serving the local area; (3) shall include an appropriate representative of the programs carried out under title I of the Rehabilitation Act of 1973 serving the local area; (4) may include representatives of agencies or entities administering programs serving the local area relating to transportation, housing, and public assistance; and may include representatives of philanthropic organizations serving the local area; and
 - (e) May include such other individuals or representatives of entities as the chief elected officials in the local area may determine to be appropriate.
4. The nomination and recommendation of the individuals to serve on the Southwest Minnesota Workforce Development Board shall be made as follows:
- (a) Private sector representatives on the Southwest Minnesota Workforce Development Board shall be selected by the members of the Southwest Minnesota Chief Elected Officials Joint Powers Board from among individuals nominated by general purpose business organizations after consulting with, and receiving recommendations from, other business organizations in the Workforce Development Area. Such nominations, and the individuals selected from such nominations, shall reasonably represent the industrial and demographic composition of the business community and targeted industries within the region. Whenever possible, at least one-half of such business and industry representatives shall be representatives of small business, including minority business.
 - (b) The education representatives on the Southwest Minnesota Workforce Development Board shall be selected from individuals nominated by regional or local education agencies, vocational education institutions, institutions of higher education (including entities offering adult education) or general organizations of such institutions, within the Workforce Development Area.
 - (c) Labor representatives on the Southwest Minnesota Workforce Development Board shall be selected from individuals recommended by recognized State and local federations. If the State or local labor federation fails to nominate a sufficient number of individuals to meet the labor representation required, individual workers may be included on the Board to complete the labor representation.
 - (d) The remaining members of the Southwest Minnesota Workforce Development Board shall be selected from individuals recommended by interested organizations. No person who is a member of a County Board of Commissioners shall be appointed as a Southwest Minnesota Workforce Development Board member.

- (e) Recruitment for all positions includes public notice in the legal papers in appropriate county/counties newspapers, notice sent to the local Chamber of Commerce and other business/civic organizations throughout the region and personal recruitment by Joint Powers and Workforce Development Board members. Nominations are provided to the Joint Powers Board and approved for appointment by the Joint Powers Board.
 - (f) The Southwest Minnesota Chief Elected Officials Joint Powers Board shall exercise good judgment and comply with all affirmative action guidelines in selecting Southwest Minnesota Workforce Development Board members. The Southwest Minnesota Workforce Development Board may be incorporated and independent from the Southwest Minnesota Chief Elected Officials Joint Powers Board.
5. The Southwest Minnesota Chief Elected Officials Joint Powers Board shall work with the Southwest Minnesota Workforce Development Board as required by law in the development and delivery of the Workforce Innovation and Opportunity Act Programs. The Southwest Minnesota Chief Elected Officials Joint Powers Board and the Southwest Minnesota Workforce Development Board may jointly consider the establishment of advisory groups and/or task forces. These advisory groups should be on a regional and area-wide basis in order to obtain more local input on the development and delivery of effective Workforce Innovation and Opportunity Act Programs. The membership of such groups should be determined by mutual agreement between the Southwest Minnesota Chief Elected Officials Joint Powers Board and the Southwest Minnesota Workforce Development Board.
 6. The Joint Powers Board shall enter into an Agreement with the Southwest Minnesota Workforce Development Board and the Southwest Minnesota Private Industry Council (WDA #6 Grant Sub-Recipient & Fiscal Agent). This agreement shall define the responsibilities of the Joint Powers Board, the Grant Sub-Recipient and the Southwest Minnesota Workforce Development Board. Nothing in the Agreement shall serve to limit or supersede the functions of the Southwest Minnesota Workforce Development Board pursuant to Section 107 of the Workforce Innovation and Opportunity Act of 2014.
 7. On an annual basis the Joint Powers Board will review the financial contribution made by each county to the Southwest Minnesota Workforce Development Board to support the work of the Joint Powers Board and the Southwest Minnesota Workforce Development Board.

ARTICLE IV - INSURANCE AND INDEMNIFICATION

Parties to this Agreement shall maintain workers compensation insurance, automobile insurance and general liability insurance for bodily injury, personal injury, and property damage for their officials and employees in the performance of duties arising from this Agreement and provide

certification and evidence of such coverage to the other Parties within thirty (30) days of signing this Agreement.

Each party to this Agreement agrees to defend the action of its own employees and/or agents and agrees to hold harmless, indemnify and defend the other parties, its commissioners, officers, employees and agents against any and all claims, losses, damages or lawsuits for damages, including the payments of reasonable attorney's fees, arising from, allegedly arising from or related to the acts of its own employees and /or agents in the performance of duties contemplated by this agreement.

The parties do not waive the limits of liability and immunity as governed by the provisions of the Municipal Tort Claims Act, Minnesota Statutes Chapter 466, and other applicable laws. The Southwest Minnesota Private Industry Council, Inc., as fiscal agent, shall maintain a two million dollar (\$2 million) liability insurance coverage.

Each party shall be responsible and liable for its own personnel, equipment and supplies and shall have sole title and interest in the equipment and supplies it utilizes as part of this agreement unless some alternative arrangement is provided for in writing.

ARTICLE V - DISPOSAL OF SURPLUS FUNDS OR PROPERTY

Upon termination of this Agreement, all property, real and personal, held by the Joint Powers Board at the time of termination shall be distributed by resolution of the Joint Powers Board in accordance with law and in a manner to best accommodate Joint Powers Board efforts and as specified by the State of Minnesota, Department of Employment and Economic Development (DEED) as outlined in WIOA legislation/regulations.

ARTICLE VI - INDEBTEDNESS

Obligations or other forms of indebtedness issued pursuant to this Agreement shall require authorization by the Joint Powers Board and each member County Board.

ARTICLE VII - FISCAL AGENCY HOST

Southwest Minnesota Private Industry Council, Inc. shall be responsible for fiscal management of grants and other resources such as cash contributions, program income and oversight of funds. Each Member County may, at any time, review and examine the financial records of the Joint Powers Board.

ARTICLE VIII - AMENDMENT

This Agreement may be amended only upon the agreement of 10 of 14 participating counties by resolution of their County Boards of Commissioners. Notice of any proposed amendment must be provided to all participating County Boards of Commissioners at least 30 days prior to the effective date of the proposed amendment.

ARTICLE IX - TERMINATION

Any one participating County Board may withdraw from this Agreement only on notice of an intention to withdraw delivered to the other participating County Boards and to the Commissioner of the Department of Employment and Economic Development not less than 60 days before the effective date of the withdrawal. The participating counties may terminate this Agreement upon majority vote of all parties to the Agreement.

Termination shall not act to discharge any liability incurred by the fourteen-county Workforce Development Area or by the individual parties. A party shall be responsible for its actions and the actions of the fourteen-county Workforce Development Area to the extent consistent with state and local laws. This fourteen-county Workforce Development Area shall cease to exist thirty days after the Joint Powers Board, by unanimous vote, approves a final report of the activities and affairs of this fourteen-county Workforce Development Area.

If federal or state funding necessary to support the purchased services ends, then the contract will end.

ARTICLE X - EFFECT OF WITHDRAWAL

Where a party exercises its option to withdraw under the terms of this Agreement, no fiscal liability shall accrue subsequent to the effective date of such withdrawal. The withdrawing party shall remain liable for actions of the Joint Powers Board prior to the effective date of withdrawal.

LYON COUNTY

REQUEST FOR BOARD ACTION

Requested Board Date: 06/02/26	Item: DNR Boat and Water Safety Grant
Originating Department: Sheriff	Presenter: Sheriff Eric Wallen

Board Action Requested:

Approve acceptance of 2026 DNR Boat and Water Safety Grant.

Background:

The Lyon County Sheriff's Office has participated in MN DNR Boat and Water Safety Grant for many years. The Sheriff's Office has been awarded \$1,700.00 for the 2026 grant cycle, which covers 01/01/2026 - 06/30/2027. Grant funds can be used for equipment, supplies, and wages of deputies for the purpose of boating safety and enforcement. Funds are received on a reimbursement type basis after the expense has been incurred by the County.

Supporting Documents:

[2026 Grant Unsigned.pdf](#)



This Grant Contract Agreement is between the State of Minnesota, acting through its Department of Natural Resources, Division of Enforcement("State") and Lyon County Sheriff's Office, 611 W. Main St., Marshall, MN 56258, («COUNTY») ("Grantee"). The payment address for this grant contract agreement is Lyon Co. Treasurer, 607 W. Main St., Marshall, MN 56258.

Recitals

Under Minnesota Statutes §§ 86B.701, 86B.705 and 84.026 the State is empowered to enter into this Grant Contract Agreement. The State is in need of Sheriff's duties to carry out the provisions of Chapter 86B and the Boat and Water Safety Rules, hereinafter referred to as the "Minnesota Rules", including patrol, enforcement, search and rescue, watercraft inspection, issuance of temporary structure & event permits, waterway marking and accident investigation, all hereinafter referred to as the "Sheriff's Duties".

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. Pursuant to Minn.Stat.§16B.98, Subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Contract Agreement

1 Term of Grant Contract Agreement

1.1 Effective Date. May 23, 2026, or the date the State obtains all required signatures, whichever is later.

Notwithstanding Minnesota Statutes §§ 16B.98, Subd. 5, the Grantee submitted, and the State approved a work plan and budget whose expenditures can be reimbursed as of the effective date of this Agreement pursuant to Minnesota Statutes § 86B.701, subd. 3.

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

1.2 Expiration Date.

A. June 30, 2027, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

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, and Monitoring.

1.4 Incur Expenses

Notwithstanding Minnesota Statutes, section 16A.41, expenditures made on or after January 1, 2026, or the date the Work Plan is approved, whichever is later, are eligible for reimbursement unless otherwise provided in Minnesota Statute § 86B.701 subd. 3.

1 Specifications, Duties, and Scope of Work

The Grantee, who is not a state employee, will:

- 1.1** Provide county sheriff services for boat and water safety activities. As stated in Minnesota Statute § 86B.701, the Grantee will submit to the State a Spending Plan (Exhibit A,) along with this form to carry out the Sheriff's Duties. Boat and water safety activities are those outlined in Minnesota Statutes § 86B, Minnesota Rules, Chapter 6110, search and recovery operations in the waters of the State and the portions of Chapter 169A that are applicable to motorboats. Exhibit B: Allowable Expenditures and Reporting Requirements, further defines the allowable expenditures.
- 1.2** The Grantee will comply with the required grants management policies and procedures set forth through Minn. Stat. §16B.97, subd 4 (a)(1),
- 1.3** The Grantee agrees to complete the program in accordance with the approved budget to the extent practicable and within the program period specified in the grant contract agreement. Any material change in the grant contract agreement shall require an amendment by the State (see Section 9.2) .
- 1.4** The Grantee agrees to meet all grant program requirements, as described in the State Boat Grant, which is incorporated into this grant contract by reference.
- 1.5** The Grantee shall be responsible for the administration supervision, management, record keeping, and program oversight required for the work performed under this agreement.
- 1.6** The Grantee is responsible for maintaining an adequate conflict of interest policy. Throughout the term of this agreement, the Grantee shall monitor and report any actual, potential, or perceived conflicts of interest to the State's Authorized Representative. The Grantee must sign and return Attachment C, Conflict of Interest Disclosure, when countersigning this agreement.

2 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.

3 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:

- 3.1 Compensation.** The total obligation of the State under this Grant Contract Agreement, including all compensation and reimbursements, is not to exceed One thousand seven hundred dollars shall be paid in accordance with the terms outlined in Exhibit B: Allowable Expenditures & Reporting Requirements, which is attached and incorporated into this Grant Contract Agreement.
- 3.2 Administrative Costs.** Grantee administrative costs must be necessary and reasonable.

3.1 Travel Expenses. Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee because of this Grant Contract Agreement will not exceed \$0. The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

The Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current Commissioner's Plan promulgated by the Commissioner of Minnesota Management and Budget.

3.2 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: Submit one invoice at the end of the grant period or when all obligations have been satisfactorily fulfilled, whichever occurs first in a form prescribed by the State within the dates previously noted in clause 1, "Term of Grant Contract Agreement" in this contract.

3.3 For awards greater than \$25,000, a grantee performance evaluation will be posted publicly at <https://osp.admin.mn.gov/granteval/grant-eval-uploader>, per Minnesota Statutes § 16B.98, Subdivision 12 and OGM Policy 08-13.

3.4 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.

4 Conditions of Payment

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

5 Contracting and Bidding Requirements

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

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

5.2 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.

5.3 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.

6 Authorized Representatives

6.1 The State's Authorized Representative is Adam Block, Boating Law Administrator, Enforcement Division – Central Office, Minnesota Department of Natural Resources (DNR) 500 Lafayette Rd., St. Paul, MN 55155-4047, adam.block@state.mn.us, 651-259-5057, 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.

- 6.1** The Grantee's Authorized Representative is Sheriff Eric Wallen, Lyon County Sheriff's Office, 611 W. Main St., Marshall, MN 56258, 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.
- 6.2** 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.

7 Assignment, Amendments, Waiver, and Contract Complete

- 7.1 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.
- 7.2 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.
- 7.3 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.
- 7.4 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.

8 Subcontracting and Subcontract Payment

- 8.1** 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.
- 8.2** 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.
- 8.3** 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.
- 8.4** 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.
- 8.5** The Grantee must pay any subrecipient in accordance with Minnesota Statutes § 16A.1245.
- 8.6** The Grantee and any subrecipients must not contract with vendors who are suspended or debarred by the State of Minnesota or the federal government.

1 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.

2 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.

3 Government Data Practices and Intellectual Property Rights

3.1 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.

3.2 Intellectual Property Rights. Reserved. No intellectual property will be created under this grant. If any intellectual property implications are discovered later, this clause will be amended.

4 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.

5 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.

6 Termination

6.1 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.

6.2 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.

6.3 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.

7 Publicity and Endorsement

7.1 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.

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

8 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.

1 Use of Funds as Match to Other Grants or Programs

The Grantee must inform the State's Authorized Representative whenever the grant funds will be used as match or for reimbursement for any other grant or program.

1.1 The Grantee must inform the State's Authorized Representative or their grant specialist of the following information: grant program, grant name, the amount of grant or match funds to be used, location where funds were or will be used, activity the funds will support, and current landowner (if applicable).

1.2 The Grantee must also inform the State's Authorized Representative before work begins if the new grant or program will add any encumbrances to state land where grant or match funds will be spent.

2 Americans With Disabilities Act

The Grantee must comply with the 2010 American Disabilities Act Standards for Accessible Design.

3 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:

- 3.1** 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.
- 3.2** 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.
- 3.3** 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.
- 3.4** 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.
- 3.5** Any other applicable non-discrimination law(s).

21. Reporting Requirements

The Grantee must satisfactorily submit all annual performance reports for each year of participation in this Program by March 1st of each year, unless the Grantee requests an extension in writing and the State approves an extension in writing. Payments will not be made on grants with past due progress and/or financial reports, including final reports, unless the State has given the Grantee a written extension.

Monitoring

The State shall be allowed at any time to conduct periodic site visits and inspections to ensure work progress in accordance with this grant agreement, including a final inspection upon program completion. At least one monitoring

visit per grant period on all state grants of over \$50,000 will be conducted and at least annual monitoring visits on grants of over \$250,000.

Following closure of the program, the State's authorized representatives shall be allowed to conduct post-completion inspections of the site to ensure that the site is being properly operated and maintained, and that no conversion of use has occurred.

Exhibits

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

Exhibit A: Spending Plan

Exhibit B: Allowable Expenditures and Reporting Requirements

Exhibit C: Conflict of Interest

Grant Contract Agreement Signature Page

State Encumbrance Verification

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

Print Name: Nathaniel Peach

Signature: Nathaniel Peach Digitally signed by Nathaniel Peach
Date: 2026.05.26 11:02:03 -05'00'

Title: Account Tech Date: 05/26/2026

SWIFT Contract No. 290968

State Agency

With delegated authority

Print Name: _____

Signature: _____

Title: _____ Date _____

Grantee

With delegated authority

Print Name: _____

Signature: _____

Title: _____ Date: _____

**COUNTY BOAT AND WATER SAFETY
2026 BUDGET SPENDING PLAN
(January 1, 2026 - June 30, 2027)**

Exhibit A

MN DNR - Enforcement Division
Boat & Water Safety
500 Lafayette Road
St. Paul, MN 55155-4047
adam.block@state.mn.us
Adam Block - 651-259-5057

Lyon
County
Parker Hoffman
Contact Name
507-929-6612
Contact Phone

GROUP I - PERSONNEL	Number	Amount		TOTAL
		County	State	
Full-Time	18.0		\$1,600.00	\$ 1,600.00 -
Seasonal				\$ -
GROUP I SUBTOTALS	18.0 -	\$ -	\$ 1,600.00 -	\$ 1,600.00 -

GROUP II - SUPPLIES & EXPENSES	Amount		TOTAL
	County	State	
DESCRIPTION -- (Itemize)			
Fuel		\$100.00	\$ 100.00 -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
GROUP II SUBTOTALS	\$ -	\$100.00 -	\$ 100.00 -

GROUP III - EQUIPMENT	Amount		TOTAL
	County	State	
DESCRIPTION -- (Itemize)			
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
GROUP III SUBTOTALS	\$ -	\$ -	\$ -

2026 STATE GRANT TOTAL	\$ -	\$1,700.00 -	\$ 1,700.00 -
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Scan and email the signed form. Send to:
adam.block@state.mn.us

"This is to certify that the state funds will be used only for purposes set forth in M.S. Chapter § 86B and that the information contained on this form is correct to the best of my knowledge."

Parker Hoffman #112 05/27/2026
Signature Date

ALLOWABLE EXPENDITURES & REPORTING REQUIREMENTS

2026 BOAT & WATER SAFETY STATE GRANT PROGRAM

Use these guidelines when completing the proposed Budget --- Exhibit "A" form.

GENERAL - All of the expenditures listed below must be directly related to the boat and water safety program. When personnel or equipment costs are split between general law enforcement duties and boat and water safety work, the percentage paid out of the boat and water safety account may not exceed the percentage of time the individual or piece of equipment is actually used for boat and water safety enforcement. Boat and water safety activities are those activities outlined in: 1) M.S. § Chapter 86B, 2) Minn. Rules - Chapter 6110, 3) search and recovery operations in the waters of the state and 4) the portions of Chapter 169A that are applicable to motorboats.

(SPENDING PLAN, INVOICES, ACCOUNTING and REPORTS) – Submit one reimbursement invoice at the end of the grant period or when all obligations have been satisfactorily fulfilled, whichever occurs first. The proposed expenditures listed on your spending plan (Exhibit A) must reasonably match both your invoice and annual year-end report. If you need to purchase or pay for something that was not on the original Spending Plan, you will need to first send in a revised plan (Exhibit A) signed by the sheriff or designee, and if approved by the State, proceed from there. The Grantee must satisfactorily submit all annual performance reports and reimbursement requests for each year of participation in this Program by the date(s) requested by the State, unless the Grantee requests an extension in writing and the State approves an extension in writing. Minnesota statutes and rules require that you have a separate account for the state boat & water safety funds.

PERSONNEL - Personnel expenses (including salary, insurance, social security, retirement, worker's compensation, etc.) for persons who are actually engaged in boating and water safety duties. Records or logs of time spent on the program are necessary to support these expenses and should be retained not less than three years. If officer hours are a part of your reimbursement, please send one (1) completed officer log for the time period in which reimbursement is being requested.

SUPPLIES AND EXPENSES - This includes uniforms, fuel, oil, lubricants, repairs, rental/lease costs (docks, buildings, office facilities, equipment, etc.), insurance, travel costs, training expenses and expendable supplies (fuel, rope, paint, printing, etc.). No cell phone charges will be allowed. All expenditures need to be verifiable as allowable expenditures under this grant. Items must be listed on Exhibit A (proposed spending plan) of this grant and be descriptive in nature.

EQUIPMENT - Includes boats, motors, trailers, buoys, depth locators, radios, etc. Equipment that is being used for general duties may be either charged to the boat and water safety account according to percentage of use or by mile/hour of operation. Mileage logs showing dates, odometer readings and assignment are necessary to support all vehicle use and should be retained not less than three years. If you purchase equipment and it is greater than \$5,000, please submit a copy of the purchase invoice. The purchase of snowmobiles and ATVs with boat and water funds is not allowed.

County sheriff's departments are urged to contact Boat and Water Safety at the Minnesota Department of Natural Resources for a determination prior to any questionable proposed expenditure. All expenditures are subject to state audit. Be sure to keep accurate documentation and records of all expenditures.

Requirements for DNR Grantees (RDG)

Effective Date: January 31, 2026.

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

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

Admin's Office of Grants Management (OGM) Policies

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

Grants Conflict of Interest (OGM Policy 08-01)

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

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

Actual Conflict of Interest

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

Potential Conflict of Interest

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

Individual Conflict of Interest

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

Organizational Conflict of Interest

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

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

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

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

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

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

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

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

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

Grant Payments (OGM Policy 08-08)

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

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

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

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

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

DNR Reimbursement Procedures

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

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

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

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

Grant Progress Reports (OGM Policy 08-09)

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

Grant Monitoring (OGM Policy 08-10)

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

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

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

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

Proof of Payment

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

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

Cost Share/Required Match

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

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

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

Legislatively Mandated Grants (OGM Policy 08-11)

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

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

Grant Amendments (OGM Policy 08-12)

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

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

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

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

Contracting and Bidding

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

Grantees must not contract with vendors or subcontractors who are on the suspension or debarment lists for either the State of Minnesota or the federal government.

Grantees must take all necessary affirmative steps to assure that targeted vendors from businesses with active certifications through the entities below are used when possible:

- Minnesota Department of Administration's Certified Target Group, Economically Disadvantaged, and Veteran-Owned Vendor List

- Metropolitan Council's Targeted Vendor list: [Minnesota Unified Certification Program](#)
- Small Business Certification Program through Hennepin County, Ramsey County, and the City of St. Paul: [Central Certification Program](#)

Grantees must maintain support documentation of the purchasing and/or bidding process utilized to contract services in their financial records, including support documentation justifying a single/sole source bid, if applicable. Grantees must retain the following documentation in the project file:

- Copies of executed subcontract agreements
- A copy of the RFP/RFQ, all submitted bids, and the bid tabulation (if applicable)
- Written documentation that describes the rationale for selection of each subcontractor
- Documentation of the contract/bid approval, if required by grantee internal controls (such as meeting minutes)

This documentation may be reviewed during monitoring visits or when requested by the state.

Contracting and Bidding for Political Subdivisions of the State

In addition to the general contracting and bidding requirements above, municipalities (defined in Minn. Statutes, chapter 471.345 subd. 1 as a county, town, city, school district, or other municipal corporation or political subdivision of the state authorized by law to enter into contracts) must also follow the [Uniform Municipal Contracting Law](#).

Contracting and Bidding for Non-Governmental Organizations

In addition to the general contracting and bidding requirements at the beginning of this section, non-government organizations must follow the contracting policies/procedures below.

Contracting and Bidding for Tribal Governments

Tribal governments are subject to neither the Uniform Municipal Contracting Law nor the DNR contracting policies/procedures below. Tribal governments are subject to the contracting and bidding procedures of their own governance.

Contracting and Bidding Thresholds and Process

- Services and/or materials that are expected to cost between \$10,000 and \$24,999 must be competitively awarded, based on a minimum of two verbal quotes or bids or awarded to a targeted vendor.
- Services and/or materials that are expected to cost between \$25,000 and \$99,999 must be competitively awarded based on a minimum of three verbal quotes or bids.
- Any services or materials that are expected to cost \$100,000 or more must undergo a formal notice and bidding process.
- Grantees must use an RFP/Request for Quote (RFQ) process to competitively select professional and technical services.

- The advertisement for bid processes must allow for fair competition among potential qualified bidders.

Prevailing Wage

Prevailing wage (Minn. Statutes, sections 177.41-177.45) is the minimum hourly wage employers must pay certain workers who work on construction and public works projects funded by state dollars. Prevailing wage includes the employer's cost of benefits. Other prevailing wage information can be found at the Minnesota Department of Labor and Industry (DLI). Prevailing wage rules apply to any grant award of \$25,000 or more that qualifies as a "project" per the following definition:

Project: demolition, erection, construction, alteration, improvement, restoration, remodeling, or repairing of a public building, structure, facility, land, or other public work, which includes any work suitable for and intended for use by the public, or for the public benefit, financed in whole or part by state funds. "Project" also includes demolition, erection, construction, alteration, improvement, restoration, remodeling, or repairing of a building, structure, facility, land, or public work when the acquisition of property, predesign, design, or demolition is financed in whole or part by state funds (Minn. Statutes, section 177.42).

If the award is \$25,000 or more and contains activities in the work/accomplishment plan that qualify as a "project" per the definition above, prevailing wage rules in Minn. Statutes, sections 177.41-177.44 apply. If you are unsure if a project is subject to prevailing wage, ask the grant specialist for a copy of DLI's Project Assessment Form. Grantees must complete the form and return it to the grant specialist. Once ready, the DNR grant specialist will submit it to DLI and copy the grantee on the e-mail.

When prevailing wage applies, all bid requests and RFPs must state that the project is subject to prevailing wage to ensure that incoming bids have factored prevailing wage rates into their submittal. A prevailing wage form should accompany these bid submittals.

Grantees must retain documentation in the project file either the prevailing wage forms, or a notice from DLI that the project is not subject to prevailing wage.

Fraud Reporting

In addition to OGM policy, various state statutes govern reporting of suspected fraud or misuse of state dollars.

State workers with information indicating that public resources (including public money) may have been used for an unlawful purpose must report that information. Any other person with such information is strongly urged to report that information. The DNR takes a "no wrong door" approach for reporting suspected fraud; essentially, the DNR encourages its workforce to report suspected fraud to any DNR supervisor or member of agency leadership, who will connect the person reporting to the correct contact or procedure, as needed.

All state agencies are required to report suspected fraud cases to the Department of Revenue for tax fraud investigation, in addition to referring all allegations of suspected fraud to the Office of the Legislative Auditor and the Minnesota Bureau of Criminal Apprehension's Financial Crimes and Fraud section

(Mnfraud.bureau@state.mn.us or 651-739-3750). Grantees may report suspected fraud directly to these agencies, as well, or to their DNR grant manager or any DNR employee.

Requirements for Working on State Land

When working on state land, grantees must follow all applicable policies and requirements of that land. Grantees should work with the appropriate management staff for the state land to determine these requirements. Insurance is required to do work on state land, following the [requirements of Admin.](#)

Audits

Under [Minn. Statutes, chapter 16B.98 subd. 8](#), the state (the grantmaking agency, state auditor, attorney general, legislative auditor, Admin, etc.) has the right to perform programmatic or financial audits of the grantee. The grantee's books, records, documents, and accounting procedures and practices relevant to the grant are subject to state examination for a minimum of six years from the expiration or termination of the grant agreement/GAN, receipt and approval of all final reports, or the required period of time to satisfy state and program retention requirements, whichever is later. This provision is also included in grant agreements/GANs.

Records Retention

Grantees must maintain a file for each project with all project agreements, correspondence, and the records pertaining to project expenses requested for reimbursement. Project records are required for monitoring/audit purposes and must be readily available for review. As with all provisions of the grant agreement/GAN, if the state finds a failure to comply, the State may take action, including immediate termination of the grant agreement/GAN with cause, refusal to disburse additional funds, and/or requiring the return of all or part of the funds already disbursed.

All records related to the project must be retained for a minimum of six years from the grant agreement/GAN end date, or the receipt and approval of all final reports, whichever is later. Some grant funds require permanent retention of the grant records, and in those cases, that requirement supersedes the six-year standard.

Data Practices

- Grantees must comply with the [Minnesota Government Data Practices Act \(MGDPA\)](#) as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the grantee under their grant agreement/GAN. If a grantee receives a request to release this data, the grantee must immediately notify the State. Following this notification, the State will provide instructions to the grantee concerning the release of data.
- Grantees should instruct and train their staff regarding the governing privacy and data practices provisions; maintaining data in a secure manner; and limiting access to work duties and assignments.

- Grantees must mitigate risks associated with the unauthorized access or data breach and report to the DNR any real or perceived security or privacy incident regarding any private data in accordance with MGDPA.
- Grantees are not permitted to use private data with artificial intelligence (AI) services unless it is approved through the DNR/Minnesota IT (MNIT) vendor security risk and compliance process. AI services are reviewed and verified through a process that includes understanding the AI's training, ownership of data and level of security.

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.

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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:

Project Name: 2026 State Boat Grant

Legal Citation: Under Minnesota Statutes § 86B.701 & .705 the State is empowered to enter into this grant.

Authorized Representative Printed Name:

Authorized Representative Signature/Date:

LYON COUNTY

REQUEST FOR BOARD ACTION

Requested Board Date: 06/02/26	Item: County State Aid Bituminous Paving Contract
Originating Department: Highway Department	Presenter: VanMoer

Board Action Requested:

Award Contract 2026-1 to Duininck Inc based on their low bid of \$2,954,673.53.

Background:

Bids were opened Monday afternoon for the county's State Aid bituminous paving contract. Three bids were received, all under the Engineer's Estimate. Bid summary attached.

Supporting Documents:

[Bid Summary.xlsx](#)

Contract 2026 Countywide Bituminous Paving - Bid Abstract Summary		
Report Date	Bid Release	Bid Opening
6/1/2026	5/6/2026	2026-06-01T19:00:00.000Z
Bid Name	Total	% Over/Under Estimate
Engineer's Estimate	\$3,937,877.27	
Duininck, Inc.	\$2,954,673.53	24.97% UNDER
Central Specialties Inc.	\$3,396,243.94	13.75% UNDER
KNIFE RIVER	\$3,581,982.44	9.04% UNDER