

Agenda

Murray County Board of Commissioners September 23, 2025

THE MURRAY COUNTY GOVERNMENT CENTER IS OPEN TO THE PUBLIC
You may listen to the meeting by calling 312-626-6799 (Passcode: 649546) Meeting ID:
869 5867 1178 or view the meeting live via zoom. The zoom link can be found on the
Murray County home page <https://murraycountymn.com/>

- 8:30 AM
1. **Opening**
 - 1.1 Pledge of Allegiance

 2. **Approve Agenda**
 - 2.1 Agenda Additions
 - 2.2 Identify Any Conflict of Interest

 3. **Regular Agenda**
 - 3.1 **Heidi Winter**
 - 3.1.1 Set 2026 Preliminary Levy and 2026 Budget Hearing Date (PAGE 2)
 - 3.1.2 Ditch Bills (PAGE 14)

 - 3.2 **Randy Groves**
 - 3.2.1 County Road Safety Plan MnDOT Agreement & Resolution (PAGE 15)

Closed session pursuant to Minn. Stat. 13D.05 subd. 3 to conduct the performance evaluation of the County Administrator.

4. **Closed Session**
5. **Adjournment**

Next Meetings:

- October 7, 2025, Regular Board Meeting 8:30 a.m.
- October 21, 2025, Regular Board Meeting 8:30 a.m.
- October 28, 2025, Regular Board Meeting 8:30 a.m.
- November 4, 2025, Regular Board Meeting 8:30 a.m.

MURRAY COUNTY

REQUEST TO BE ON THE BOARD AGENDA (RBA)

Requested Board Date: 9/23/2025	Item: Set 2026 Preliminary Levy and 2026 Budget Hearing Date
Originating Department: Administration	Presenter: Carolyn McDonald, Heidi Winter
Requested Agenda Placement: Regular Agenda	Amount of Time Needed: 30 Minutes
If requesting to expend funds, is the expenditure budgeted?	Attending Meeting: In Person

- The county must set a preliminary levy by September 30, 2025 to use in Truth in Taxation estimated tax notices
- The county must also hold a hearing at which the budget will be discussed and the public be allowed to speak.
- The meetings must take place between November 25 and December 29 and begin at 6:00 p.m. or later.

Board Action Requested

Commissioner _____ offered the following resolution and moved for its adoption:

Resolution 2025-09-25-____ A Resolution Setting the 2026 Preliminary Levy and Budget Hearing

NOW THEREFORE BE IT RESOLVED, that the Murray County Board of Commissioners set the 2026 Preliminary Levy with a 8.13% increase as follows:

BE IT FURTHER RESOLVED, that the 2026 Budget Hearing is scheduled as part of the regular meeting on _____ at 6:00 p.m. in the Murray County Board of Commissioners Room at which time the budget and levy will be discussed and the public will be allowed to speak.

	2026 County		
	2026 Gross	Program	
	Levy	Aid	2026 Net Levy
General Fund	6,848,611	(459,351)	6,389,260
Road & Bridge	2,116,062	(141,929)	1,974,133
Human Services	1,780,582	(119,427)	1,661,155
TOTAL LEVY	10,745,255	(720,707)	10,024,548

The foregoing resolution was duly seconded by Commissioner _____ and there upon being put to a vote all members of the Board voted for its adoption.

Supporting Documents

1. 2026 Prelim Levy Worksheet-for 9-23-25
2. 2026 Prelim Budget-Summary for 9-23-25
3. 2026 Prelimin Budget-approval report for 9-23-25

**Murray County, MN
2026 Prelim Levy Worksheet**

	<u>2025</u> A			<u>2026</u> B			C
	County			County			Net Increase
	Gross Levy from 2025	Program Aid for 2025	Net Levy from 2025	Gross Levy for 2026	Program Aid for 2026	Net Levy for 2026	(Decrease) for 2026
General Fund	6,252,221	(452,532)	5,799,689	6,848,611	(459,351)	6,389,260	589,571
Road & Bridge	2,098,185	(151,865)	1,946,320	2,116,062	(141,929)	1,974,133	27,813
Human Services	1,644,062	(118,996)	1,525,066	1,780,582	(119,427)	1,661,155	136,089
TOTAL LEVY	9,994,468	(723,393)	9,271,075	10,745,255	(720,707)	10,024,548	753,473

Column Above			
	2026 Final Levy	\$ 10,024,548	B
-	2025 Final NTC Levy	<u>\$ 9,271,075</u>	A
=	Increase from prior year	<u>\$ 753,473</u>	C
÷	2025 Final NTC Levy	\$ 9,271,075	A
=	Increase of	<u><u>8.13%</u></u>	

PRELIMINARY

2026 Preliminary Budget

2026 Budgeted Governmental Funds	Revenue	R&Br	Human Services	Economic Development	Debt Service	Totals
Revenues						
Taxes	7,114,660	2,088,933	1,661,155			10,864,748
Special Assessments	323,700					323,700
License and Permits	47,418	7,500				54,918
Intergovernmental	2,180,385	12,155,511	128,884			14,464,780
Charges for Services	491,950	15,000				506,950
Investment Earnings	1,002,000			16,214		1,018,214
Gifts and Contributions						0
Miscellaneous	212,620	69,000		122,644		404,264
Other Sources						0
Total Revenues	11,372,733	14,335,944	1,790,039	138,858	0	27,637,574
Expenditures						
1 General Government	4,818,491					4,818,491
2 Public Safety	3,385,857					3,385,857
3 Highways and Streets		13,936,865				13,936,865
4 Sanitation	245,015					245,015
5 Human Services	20,000		1,790,039			1,810,039
6 Culture and Recreation	844,769					844,769
7 Conservation of Natural Resources	1,243,749					1,243,749
8 Economic Development	252,445			275,764		528,209
9 Intergovernmental	195,280	608,000				803,280
10 Capital Outlay	19,500					19,500
11 Long Term Debt-Principal		480,000				480,000
11 Long Term Debt-Interest		203,344				203,344
12 Debt Service Charges		500			2,500	3,000
Total Expenditures	11,025,106	15,228,709	1,790,039	275,764	2,500	28,322,118
Excess of Revenues Over (Under)						
Expenditures	347,627	(892,765)	0	(136,906)	(2,500)	(684,544)
Other Sources (Uses)						
Transfers In	530,000			79,343		609,343
Transfers Out	(876,843)					(876,843)
Loans Issued						0
Decrease Reserve for Inventories						0
Sale of Capital Asset		750,100				750,100
Total Other Sources (Uses)	(346,843)	750,100	0	79,343	0	482,600
Planned Changes to Fund Balance	784	(142,665)	0	(57,563)	(2,500)	(201,944)

**** Murray County ****

BUDGETARY APPROVAL REPORT



Budget: BUDGET FOR YEAR 2026 ORIGINAL

FUND	Range	From 1	Thru 55
X Include/eXclude		51, 52, 21	

****** Murray County ******

**BUDGETARY APPROVAL REPORT
1 - GENERAL**

	BUDGETED AMOUNTS
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REVENUE	
Taxes	\$ 7,114,660
Special Assessments	323,700
Licenses And Permits	47,418
Intergovernmental	2,180,385
Charges For Services	491,950
Investment Earnings	1,002,000
Miscellaneous	212,620
TOTAL REVENUE	\$ 11,372,733
 EXPENDITURE	
General Government	
COMMISSIONERS	\$ 324,359
COMMUNITY RELATIONS/WEB PAGE DEVELOPME	1,436
COURTS	22,100
AUDITOR/TREASURER	453,989
ACCOUNTING AND AUDITING	50,000
DATA PROCESSING & COMPUTER NETWORKING	649,095
MACHINES ROOM	68,700
ELECTIONS	68,495
MOTOR POOL	35,638
COUNTY ADMINISTRATOR	468,230
ATTORNEY	364,613
RECORDER	253,329
ASSESSOR	444,452
PLANNING AND ZONING	265,103
BUILDINGS AND PLANT	1,056,925
VETERANS SERVICE OFFICER	44,321
LICENSE CENTER	184,118
OTHER GENERAL GOVERNMENT	63,588
Total General Government	\$ 4,818,491
Public Safety	
SHERIFF	\$ 2,247,231
BOAT & WATER SAFETY	25,782
JAIL SERVICES	128,385
DISPATCHERS	531,549
SHERIFF - PERMITS TO CARRY	300
CORONER	70,792

**** Murray County ****

BUDGETARY APPROVAL REPORT
1 - GENERAL

	<u>BUDGETED AMOUNTS</u>
PROBATION	75,000
EMERGENCY MANAGEMENT	161,218
E-911 SYSTEM	125,100
OTHER PUBLIC SAFETY	20,500
Total Public Safety	\$ 3,385,857
Sanitation	
SOLID WASTE	\$ 69,998
SAWS-OPERATIONS	1,200
RECYCLING	173,817
Total Sanitation	\$ 245,015
Human Services	
NON-CRIMINAL MENTAL HEALTH TRANSPORTS	\$ 20,000
Total Human Services	\$ 20,000
Culture And Recreation	
HISTORICAL SOCIETY	\$ 278,471
SENIOR CITIZENS - ACE	22,084
OTHER CULTURE & RECREATION	7,322
TRANSPORTATION	15,480
PARKS	488,773
MINNESOTA TRAILS	32,639
Total Culture And Recreation	\$ 844,769
Conservation Of Natural Resources	
EXTENSION	\$ 304,465
SOIL AND WATER CONSERVATION	205,057
AGRICULTURAL INSPECTION	112,166
RCRCA	4,320
ENVIRON & LAND USE ADV TASK FORCE	50
FLOOD CONTROL	3,014
AGRICULTURAL SOCIETY	45,800
BUFFER STRIP/RIPARIAN PROTECTION	37,000
AQUATIC INVASIVE SPECIES PREVENTION	173,205
WATER PLANNING	104,672
WATER QUALITY LOAN PROGRAM	250,000
OTHER CONSERVATION	4,000
Total Conservation Of Natural Resources	\$ 1,243,749
Economic Development	
BROADBAND - BORDER TO BORDER	\$ 250,000
OTHER ECONOMIC DEVELOPMENT	2,445

**** Murray County ****

BUDGETARY APPROVAL REPORT
1 - GENERAL

	BUDGETED AMOUNTS
Total Economic Development	\$ 252,445
Intergovernmental	
COMMUNITY HEALTH	\$ 124,730
REGIONAL LIBRARY	70,550
Total Intergovernmental	\$ 195,280
Capital Outlay	
BUILDINGS AND PLANT	\$ 19,500
Total Capital Outlay	\$ 19,500
TOTAL EXPENDITURE	\$ 11,025,106
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	\$ 347,627
OTHER SOURCES(USES)	
Transfers In	\$ 30,000
Transfers In From Governmental Fund	500,000
Transfers Out	(876,843)
TOTAL OTHER SOURCES(USES)	\$ (346,843)
PLANNED CHANGES TO FUND BALANCE	\$ 784

**** Murray County ****

BUDGETARY APPROVAL REPORT
10 - ROAD AND BRIDGE

	BUDGETED AMOUNTS
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REVENUE	
Taxes	\$ 2,088,933
Licenses And Permits	7,500
Intergovernmental	12,155,511
Charges For Services	15,000
Miscellaneous	69,000
TOTAL REVENUE	\$ 14,335,944
EXPENDITURE	
Highway And Streets	
HIGHWAY ADMINISTRATION	\$ 522,819
HIGHWAY MAINTENANCE	2,501,865
HIGHWAY ENGINEERING	337,755
HIGHWAY CONSTRUCTION	9,649,522
HIGHWAY MAINTENANCE-SHOP & BLDG	924,904
Total Highway And Streets	\$ 13,936,865
Intergovernmental	
HIGHWAY CONSTRUCTION	\$ 608,000
Total Intergovernmental	\$ 608,000
Principal	
HIGHWAY CONSTRUCTION	\$ 480,000
Total Principal	\$ 480,000
Interest	
HIGHWAY CONSTRUCTION	\$ 203,344
Total Interest	\$ 203,344
Administrative Charges	
HIGHWAY CONSTRUCTION	\$ 500
Total Administrative Charges	\$ 500
TOTAL EXPENDITURE	\$ 15,228,709
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	\$ (892,765)
OTHER SOURCES(USES)	
Sale of Capital Assets	\$ 750,100

**** Murray County ****

BUDGETARY APPROVAL REPORT
10 - ROAD AND BRIDGE

	BUDGETED AMOUNTS
TOTAL OTHER SOURCES(USES)	\$ 750,100
PLANNED CHANGES TO FUND BALANCE	\$ (142,665)

**** Murray County ****

BUDGETARY APPROVAL REPORT
17 - HUMAN SERVICES

	<u>BUDGETED AMOUNTS</u>
REVENUE	
Taxes	\$ 1,661,155
Intergovernmental	128,884
TOTAL REVENUE	\$ 1,790,039
EXPENDITURE	
Intergovernmental	
HUMAN SERVICES	\$ 1,790,039
Total Intergovernmental	\$ 1,790,039
TOTAL EXPENDITURE	\$ 1,790,039
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	\$
PLANNED CHANGES TO FUND BALANCE	\$

**** Murray County ****

BUDGETARY APPROVAL REPORT
18 - EDA

	<u>BUDGETED AMOUNTS</u>
REVENUE	
Investment Earnings	\$ 16,214
Miscellaneous	122,644
TOTAL REVENUE	\$ 138,858
EXPENDITURE	
Economic Development	
EDA - LOANS	\$ 150,171
EDA - OPERATIONS	75,593
EDA - MIF EXCEPTION PROJECTS	50,000
Total Economic Development	\$ 275,764
TOTAL EXPENDITURE	\$ 275,764
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	\$ (136,906)
OTHER SOURCES(USES)	
Transfers In	\$ 79,343
TOTAL OTHER SOURCES(USES)	\$ 79,343
PLANNED CHANGES TO FUND BALANCE	\$ (57,563)

**** Murray County ****

BUDGETARY APPROVAL REPORT
28 - DEBT SERVICE

	<u>BUDGETED AMOUNTS</u>
EXPENDITURE	
Administrative Charges	
GENERAL OBLIGATION BONDS	\$ 2,500
Total Administrative Charges	\$ 2,500
TOTAL EXPENDITURE	\$ 2,500
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	\$ (2,500)
PLANNED CHANGES TO FUND BALANCE	\$ (2,500)

MURRAY COUNTY

REQUEST TO BE ON THE BOARD AGENDA (RBA)

Requested Board Date: 9/23/2025	Item: Ditch Bills
Originating Department: Auditor/Treasurer	Presenter: Heidi Winter
Requested Agenda Placement: Regular Agenda	Amount of Time Needed: 5 minutes
If requesting to expend funds, is the expenditure budgeted?	Attending Meeting: In Person

Review of ditch bills and authorization for payment.

Board Action Requested

It was moved by____ seconded by____ and passed to approve the report of bills for payment of the Murray County Drainage Authority as follows:

David A. Swenson Construction LLC

21-667-6290 CD 20 500.00 #2023-029 OK'd by T. Radke 9/12/2025

Total Ditch Bills 500.00

Copy of invoice and petition will be available at the meeting

Supporting Documents

None

MURRAY COUNTY

REQUEST TO BE ON THE BOARD AGENDA (RBA)

Requested Board Date: 9/23/2025	Item: County Road Safety Plan MnDOT Agreement & Resolution
Originating Department: Highway	Presenter: Randy Groves
Requested Agenda Placement: Regular Agenda	Amount of Time Needed:
If requesting to expend funds, is the expenditure budgeted?	Attending Meeting: In Person

This agreement will allow MnDOT to act as agent to receive federal funds to complete a County Road Safety Plan.

Board Action Requested

It was moved by _____ and seconded by _____ to adopt Resolution # _____ for Agency Agreement between the Department of Transportation and Murray County for Federal Participation in the County Road Safety Plan.

Supporting Documents

1. RESOLUTION FOR AGENCY AGREEMENT
2. 051-070-006.Murray.CRSPAgree_ToLPA

**RESOLUTION FOR AGENCY AGREEMENT
BETWEEN THE DEPARTMENT OF TRANSPORTATION AND MURRAY COUNTY
FOR FEDERAL PARTICIPATION IN THE COUNTY ROAD SAFETY PLAN**

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

BE IT FURTHER RESOLVED, the Chairman and the County Administrator are hereby authorized and directed for and on behalf of the Murray County to execute and enter into an agreement with the Commissioner of Transportation prescribing the terms and conditions of said federal aid participation as set forth and contained in "Minnesota Department of Transportation MnDOT Contract Number 1059839", a copy of which said agreement was before the County Board and which is made a part hereof by reference.

CERTIFICATION

STATE OF MINNESOTA
COUNTY OF MURRAY

I hereby certify that the foregoing Resolution is a true and correct copy of the Resolution presented to and adopted by Murray County at a duly authorized meeting thereof held on the 23rd day of September 2025, as shown by the minutes of said meeting in my possession.

Carolyn McDonald
County Administrator

Notary Public _____
My Commission Expires _____

(SEAL)



**STATE OF MINNESOTA
AGENCY AGREEMENT
BETWEEN
DEPARTMENT OF TRANSPORTATION
AND
MURRAY COUNTY
FOR FEDERAL PARTICIPATION IN COUNTY ROAD SAFETY PLAN**

State Project Number: 051-070-006 (Prime SP) 088-070-080

FAIN: HSIP 8823(181) _____

This agreement is entered into by and between Murray County (“Local Government”) and the State of Minnesota acting through its Commissioner of Transportation (“MnDOT”).

RECITALS

1. Pursuant to Minnesota Statutes Section 161.36, the Local Government desires MnDOT to act as the Local Government's agent in accepting federal funds on the Local Government's behalf for the construction, improvement, or enhancement of transportation financed either in whole or in part by federal funds; and
2. MnDOT and the Local Government are proposing a federal aid project to develop a new County Road Safety Plan, hereinafter referred to as “Engineering Study;” and
3. The Engineering Study is eligible for the expenditure of federal aid funds, and is identified in MnDOT records as State Project 051-070-006, and in Federal Highway Administration (“FHWA”) records as Minnesota Project HSIP 8823(181); and
4. The Local Government has expressed its willingness to pay the State its share of the costs of the local match for the federal aid project. The Local Government will be responsible for the 20 percent local match; and
5. The Assistance Listing Number (ALN) for this project is 20.205; and
6. These funds are not for research and development; and
7. MnDOT requires that the terms and conditions of this agency be set forth in an agreement.

AGREEMENT TERMS

1. Term of Agreement

- 1.1. **Effective Date.** This agreement will be effective upon execution by the Local Government and by appropriate State officials, pursuant to Minnesota Statutes Section 16C.05, and will remain in effect for five (5) years from the effective date or until all obligations set forth in this agreement have been satisfactorily fulfilled, whichever occurs first.

2. Local Government’s Duties

- 2.1. **Designation.** The Local Government designates MnDOT to act as its agent in accepting federal funds on its behalf made available for the Engineering Study.

2.2. **Eligibility/Costs.** The estimated cost of the Engineering Study is \$113,628.71.

2.2.1. It is anticipated that 80% (up to \$90,902.97) of the cost of the Engineering Study is to be paid from federal funds made available by the FHWA, and that the remaining 20% (\$22,725.74) shall be paid by the Local Government. The Local Government will pay any part of the cost or expense of the work that the FHWA does not pay.

2.2.2. Any costs incurred prior to the federal authorization date will not be eligible for federal participation.

2.2.3. The Local Government shall advance to the Commissioner of Transportation the Local Government's total estimated cost share, upon receipt by the Local Government of a written request from the State for the advancement of funds.

2.3. **Payment.**

2.3.1. Upon completion and acceptance of the Engineering Study work and upon computation of the final amount due the State's consultant, the State shall prepare a Final SCHEDULE and submit a copy to the Local Government.

2.3.2. The Final SCHEDULE will be based on final total cost of the contract between the Engineering Study consultant and MnDOT and will include all Local Government cost participation.

2.3.3. If the final cost of the Local Government participation covered under this Agreement exceeds the amount of funds advanced by the Local Government, the Local Government shall, upon receipt of a request from the State, promptly pay the difference to the State without interest.

2.3.4. If the final cost of the Local Government participation covered under this Agreement is less than the amount of funds advanced by the Local Government, the State shall promptly return the balance to the Local Government without interest.

2.4. **Staffing.** The Local Government will designate a publicly employed registered engineer, ("Project Engineer"), to be in responsible charge of the Engineering Study for the work done by the consultant related to the specific county and to supervise and direct the work performed by the consultant related to the specific county. Expenditures for general administration, supervision, maintenance and other overhead or incidental expenses of the Local Government are not eligible for federal participation, nor can they be used to cover the Local Government's local share of the project. The Local Government will furnish the personnel, services, supplies, and equipment necessary to properly supervise, inspect, and document the work for the Project. If Local Government elects to use a private consultant for engineering services, the Local Government will provide a qualified, full-time public employee of the Local Government to be in responsible charge of the Project. The services of the Local Government to be performed pursuant to this Agreement may not be assigned, sublet, or transferred unless the Local Government is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This written consent will in no way relieve the Local Government from its primary responsibility for performance of the work.

2.5. **Limitations.**

2.5.1. The Local Government will comply with all applicable Federal, State, and local laws, ordinances, and regulations.

3. **MnDOT's Duties.**

3.1. **Acceptance.** MnDOT accepts designation as Agent of the Local Government for the receipt and disbursement of federal funds and will act in accordance herewith.

3.2. Project Activities.

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

3.2.2. MnDOT will let and hold the contract to provide the Engineering Study services for the project. MnDOT will comply with all state and federal regulations related to the hiring of a consultant to perform the County Road Safety Plan update.

3.2.3. MnDOT will make all payments to the consultant with the federal funds and funds prepaid by the counties involved in the project.

4. Audits.

4.1. Under Minn. Stat. § 16C.05, subd. 5, any contract or pass through of public funds are subject to examination by State, State Auditor, or Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this Contract.

4.2. Duly authorized representatives of FHWA have the right to audit work under this Agreement.

5. Authorized Representatives

5.1. MnDOT's Authorized Representative is:

Name: Girma Feyissa, or his successor.

Title: Local Roads Traffic Safety Engineer

Phone: 651-366-3818

Email: Girma.Feyissa@state.mn.us

5.2. The Local Government's Authorized Representative is:

Name: Randy Groves, or his successor.

Title: County Engineer

Phone: 507-836-6327

Email: rgroves@co.murray.mn.us

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

6. Assignment Amendments, Waiver, and Agreement Complete

6.1. **Assignment.** Neither party will assign or transfer any rights or obligations under this agreement without prior written approval of the other party.

6.2. **Amendments.** Any amendments/supplements to this Agreement must be in writing and be executed by the same parties who executed the original agreement, or their successors in office.

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

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

6.5. **Severability.** If any provision of this Agreement or the application thereof is found to be invalid or unenforceable to any extent, the remainder of the Agreement, including all material provisions and the

application of such provisions, will not be affected and will be enforceable to the greatest extent permitted by the law.

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

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

7. Liability and Claims

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

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

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

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

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

11. Termination; Suspension

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

11.2. **Termination for Cause.** MnDOT may immediately terminate this agreement if MnDOT finds that there has been a failure to comply with the provisions of this agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that the Local Government has been convicted of a criminal offense relating to a state agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. MnDOT may take action to protect the interests of MnDOT of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already

disbursed.

11.3. Termination for Insufficient Funding. MnDOT may immediately terminate this agreement if:

11.3.1. MnDOT does not obtain funding from FHWA; or

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

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

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

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

13.1.1. It is the policy of the FHWA and the State of Minnesota that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance (42 U.S.C. 2000d). Through expansion of the mandate for nondiscrimination in Title VI and through parallel legislation, the proscribed bases of discrimination include race, color, sex, national origin, age, and disability. In addition, the Title VI program has been extended to cover all programs, activities and services of an entity receiving Federal financial assistance, whether such programs and activities are Federally assisted or not. Even in the absence of prior discriminatory practice or usage, a recipient in administering a program or activity to which this part applies, is expected to take affirmative action to assure that no person is excluded from participation in, or is denied the benefits of, the program or activity on the grounds of race, color, national origin, sex,

age, or disability. It is the responsibility of the Local Government to carry out the above requirements.

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Murray County

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

By: _____

Title: County Board Chairman

Date: September 23, 2025

By: _____

Title: County Administrator

Date: September 23, 2025

DEPARTMENT OF TRANSPORTATION

By: _____

Title: State Aid Engineer

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____

Date: _____