



Brown County
MINNESOTA
BOARD OF COMMISSIONERS

Board of Commissioners
14 S. State St., PO Box 248
New Ulm, MN 56073-0248
Ph 507-233-6600
Fax 507-359-1430

<u>District 1:</u> David Borchert 405 South Broadway St. New Ulm, MN 56073	<u>District 2:</u> Anton Berg 20218 195th Ave New Ulm, MN 56073	<u>District 3:</u> Scott Windschitl 10 Doris Drive New Ulm, MN 56073	<u>District 4:</u> Brian Braun 31457 230th St. Sleepy Eye, MN 56085	<u>District 5:</u> Jeff Veerkamp 205 East George St. Comfrey, MN 56019
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BROWN COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA - June 23, 2026 at 9:00 AM

Call to Order

1. Pledge of Allegiance

Agenda Review

2. Agenda Review and Approval

Consent Agenda Review

3. Previous Meeting's Official Proceedings and Synopsis Approval
4. Human Services Claims Payments
5. SILS Contracts
6. Staffing Report

New Business

7. Resolution No. 2026-18: 2027 Transit Budget Resolution and Bus Purchase (10 mins)
8. Brown County Heartland/Hermann Express Procurement Policy (5 mins)
9. BCHS Bus Driver Position (5 mins)
10. Statewide Affordable Housing Aid RFP (10 mins)
11. Healthy Housing Grant 2026-2029 (5 mins)
12. 2027 Human Services Staffing Request (15 mins)
13. Human Services Monthly Update (10 mins)

Break

14. SAP 008-617-010 Reconstruction Project on CSAH 17 (2 mins)
15. County Ditch 44 Tile Outlet Cleanout (5 mins)
16. Resolution No. 2026-17: Performance Measures Report (5 mins)

17. Private Well Testing Grant (7 mins)
18. Ordinance No. 2026-2: Comprehensive Land Use Plan (20 mins)
19. May 2026 Budget Report (2 mins)

Other Business

20. Commissioner Committee Reports
21. Coordinate Calendar Events

Adjournment

Close of Meeting

Additional items may be added as Addenda and approved with the Agenda or with a Suspension of Rules.

NEXT COUNTY BOARD MEETING DATES

DATE: 07/07/2026

DATE: 07/21/2026

DATE: 08/04/2026

DATE: 08/18/2026

County Administrator's E-Mail Address: county.administrator@browncountymn.gov

Home Page Address www.browncountymn.gov

At 9:00 AM, on Tuesday, June 16, 2026, the Brown County Board of Commissioners met in Room #204 of the Brown County Courthouse located in New Ulm, Minnesota, 56073. Commissioners present were David Borchert, Anton Berg, Scott Windschitl, and Jeff Veerkamp, along with County Administrator Sam Hansen and County Attorney Charles Hanson. Commissioner Brian Braun excused.

Call to Order

1. Chairman Windschitl called to order the Regular Meeting at 9:00 AM. All present said the Pledge of Allegiance.

Agenda Review

2. A motion was offered by Commissioner Berg, and was seconded by Commissioner Veerkamp, to accept the printed agenda. This motion duly carried.

Consent Agenda Review

3. Previous Meeting's Official Proceedings and Synopsis Approval

4. General Government Claims

In accordance with MS 375.12, the following claims exceed \$2,000: Advanced Correctional Healthcare Inc \$2,893.83; ALPHA WIRELESS COMMUNICATIONS \$4,478.33; Consolidated Correctional Foodservice \$12,040.97; I & S Group Inc \$5,607.50; KNOW INK, LLC \$3,340.00; Lamar Companies/The \$2,175.00; Lang's Automotive LLC \$2,828.68; Midstates Equipment & Supply \$10,637.35; New Ulm/City Of \$2,814.00; PDCM/SCSU-Range \$2,915.00; PHYSICIANS GROUP OF NEW ULM LTD \$2,000.00; PRINTWEAR GRAPHICS \$4,174.65; R.D. Partners, Inc \$6,518.20; River Bend Leasing \$2,312.52; RTVISION INC \$7,320.48; Smith & Johnson \$12,000.00; TRAFFIC & PARKING CONTROL CO INC \$5,097.00; Trane U.S. Inc \$4,556.25; Turner Gymnastics \$4,359.89; WENDLAND SELLERS LAW OFFICE \$27,617.11; Western Detention Products Inc \$3,655.00; 112 payments less than \$2,000 total \$48,998.44. Final Total: \$178,340.20.

5. Human Services Claims Payments

In accordance with MS 375.12 the following claims exceed \$2,000; Brown Co Probation \$2,500.00; Brown Co Public Health Nursing \$3,000.00; Client \$2,416.48; Independent School District 84 \$5,500.00; Independent School District 88 \$5,500.00; Mn Valley Funeral Home \$3,300.00; Pro Kinship for Kids \$2,275.00; Sibley Co Public Health & Human Services \$9,709.82; Watonwan Co Human Services \$8,021.15; 145 payments less than \$2,000 total \$50,801.71. Final Total: \$93,024.16.

6. Stark Baseball Club Off-site Gambling Application

Application to conduct off-site gambling at Stark Ballpark, located in Brown County at 23215 County Road 24, Sleepy Eye, MN 56085 for the following dates: June 26–28, 2026.

7. DNR Electronic License System (ELS) Agent Contract

8. DNR Electronic License System Point-of-Sale Agent Contract

9. Opioid Settlement Grant Recipients

10. Staffing Report

A motion was offered by Commissioner Veerkamp, and was seconded by Commissioner Borchert, to approve said Consent Agenda items. This motion duly carried.

New Business

11. Sam Hansen, County Administrator, met with the County Board. A motion was offered by Commissioner Veerkamp, and was seconded by Commissioner Berg, to recognize Lyle Heiderscheidt and Gary Kuebler for their contributions and commitment to the safety of others. This motion duly carried.

12. Jason Seidl, County Sheriff, met with the County Board. A motion was offered by Commissioner Berg, and was seconded by Commissioner Borchert, to accept and order file the Sheriff's Office May 2026 Monthly Report of activity. This motion duly carried.

13. Kelly Hotovec, Auditor-Treasurer, and Andrew Lang, Engineer, met with the County Board. A motion was offered by Commissioner Veerkamp, and was seconded by Commissioner Windschitl, to approve the following drainage repair request(s) and the payment of said repair(s):

System	Repair	Order	TWP	Section	Repair Type	Cost
CD55	26-020	1	Northstart	17	Blowout	\$475.88

This motion duly carried.

14. Andrew Lang, Engineer, met with the County Board. A motion was offered by Commissioner Borchert, and was seconded by Commissioner Veerkamp, to accept by Resolution No. 2026-16, the Carbon Reduction Program Agreement between the City of Springfield and Brown County. This motion carried on a roll-call vote of 4-0.

15. Robert Santaella, Planning and Zoning Director, met with the County Board. A motion was offered by Commissioner Berg, and was seconded by Commissioner Borchert, to approve the new Park Manager position and the posting. This motion duly carried.

16. A motion was offered by Commissioner Borchert, and was seconded by Commissioner Berg, to approve Park Caretaker, Gary Schenk, reimbursement in the amount of \$660 for time and equipment used outside his contract as recommended by the Park Commission. This motion carried on a roll-call vote of 4-0.

Closed Session

17. A motion was offered by Commissioner Berg, and was seconded by Commissioner Borchert, to convene into closed session as permitted by Minnesota Statute § 13D.05, subd. 2 to consider Social Services Payments. This motion duly carried.

A motion was offered by Commissioner Borchert, and was seconded by Commissioner Veerkamp, to authorize payment of Social Services claims in the amount of \$249,927.51. In accordance with MS 375.12, the following claims exceed \$2,000: Brown Co Evaluation Ctr \$14,426.36; Character Challenge Adventures \$10,470.00; Children Youth & Families Dept \$2,364.00; Children's Home \$2,609.27; Counseling Services of S. MN Inc \$5,118.34; DHS-MSOP \$13,965.50; DHS St Peter RTC-472 \$7,762.40; ELAN Financial Services \$5,678.03; EON Inc \$2,358.48; Gerard Nexus Inc \$26,433.08; Greater MN Family Services \$11,338.00; Klyberg, Donald \$2,222.00; Lutheran Social Services of Minnesota \$3,014.02; Mankato Family YMCA \$8,020.00; MN Valley Action Council \$15,547.38; MRCI Inc \$9,126.80; Nexus - Mille Lacs Family Healing \$18,272.64; Perala/Samantha Jo \$2,852.00; Prairie Lakes Youth Programs \$35,286.06; Prairie Support Services LLC \$2,956.33; Presbyterian Family Foundation Inc \$8,056.10; Village Ranch Inc \$17,159.58; 37 payments less than \$2,000 total \$24,891.14. Final Total: \$249,927.51. This motion duly carried.

A motion was offered by Commissioner Borchert, and was seconded by Commissioner Berg, to cease closed session and reconvene the open session. This motion duly carried.

Break

18. Planning Commission Recommendations:

Robert Santaella, Planning and Zoning Director, met with the County Board. A motion was offered by Commissioner Veerkamp, and was seconded by Commissioner Berg, to approve Final Plat APP-P-0178 Application filed by Scott Vogel on the property owned by Scott Vogel known as Vogel's 9th Subdivision Lot 1 (9.12 Acres) described as: Block 1, Lot 1 Vogel's seventh Subdivision and that part of the Northwest Quarter of the Northwest Quarter of Section 11, Township 109 North, Range 34 West, Brown County, Minnesota, described as follows: Commencing at the northwest corner of said Section 11; thence on an assumed bearing of South 89 degrees 45 minutes 50 seconds East, along the north line of said section, a distance of 575.00 feet to the northeast corner of Lot 1, Block 1, Vogel's Seventh Subdivision, according to the recorded plat thereof, said northeast corner being the point of beginning of the tract to be described; thence continuing South 89 degrees 45 minutes 54 seconds East, along said north line, a distance of 470.00 feet to a survey monument; thence South 0 degrees 04 minutes 10 seconds East a distance of 380.00 feet to an iron monument; thence North 89 degrees 45 minutes 50 seconds West a distance of 470.00 feet to the southeast corner of said Lot 1; thence North 0 degrees 04 minutes 10 seconds West, along the east line of said Lot 1, a distance of 380.00 feet to the point of beginning, containing 4.10 acres. Section 19, Township 110 North, Range 32 West, Home Township, Brown County, Minnesota. This motion duly carried.

A motion was offered by Commissioner Berg, and was seconded by Commissioner Veerkamp, to approve Final plat APP-P-0179 Application filed by Timothy Lipetzky on the property owned by Timothy & Hyon Hui Lipetzky known as Lipetzky Second Subdivision Lot 1 (3.53 Acres) described as: Part of the SE 1/4 of the NE 1/4, Section 24, Township 109 North, Range 35 West, North Star Township, Brown County, Minnesota. Application is to split the building site from the tillable land. This motion duly carried.

A motion was offered by Commissioner Berg, and was seconded by Commissioner Windschitl, to approve Preliminary Plat APP-P-0180 Application filed by Pat Mohr on the property owned by Deanna J Mohr known as

Mohr Subdivision Lot 1, Block 1 (2.50 acres) described as: Lot 1, Block 1 Berg's Subdivision, Section 22, Township 108, Range 31, Brown County, Minnesota, except A parcel of land situated in Lot 1 of Block 1 of Berg's Subdivision of Sec. 22, Twp. 108, Range 31, Brown County, Minnesota, according to the plat thereof on file and of record in the Office of County Recorder of said county and state as instrument No. 189937, said parcel being more particularly described as follows: Commencing at the Southwest corner of Sec. 22, being also the Southwest corner of said Berg's subdivision; then North 00° 35' 00" West, an assumed bearing, along the west line of said Sec. 22, being also the most westerly line of said Berg's Subdivision, a distance of 356.14 feet; then continue along the westerly boundary lines of said Berg's subdivision on the following six described courses; 1) North 64° 11' 00" East 814.89 feet; 2) North 76° 39' 00" East 1700.00 feet; 3) North 89° 29' 00" East 177.00 feet to the point of beginning of the parcel to be described; 4) North 00° 09' 00" West 525.00 feet; 5) North 89° 51' 00" East 221.00 feet; 6) North 04° 09' 00" West 778.00 feet; then depart from said westerly line North 89° 29' 00" East 184.95 feet; then South 00° 31' 00" East 1300.00 feet; then South 89° 29' 00" West 360.00 feet to the point of beginning containing 7.17 acres, more or less, Brown County Minnesota. Application is to split residential site from tillable land. This motion duly carried.

Other Business

19. Commissioner Committee Reports: Commissioner Borchert reported on the Opioid meeting, Detox special meetings, District 7 meeting, JP workforce meeting, and MVAC meeting; Commissioner Berg reported on the Opioid meeting, the Planning Commission meeting, Public Health meeting, Drainage workgroup meeting, and District 7 meeting; Commissioner Windschitl reported on the District 7 meeting, TAC meeting, SCHAs meeting, and the BCHS meeting; and Commissioner Veerkamp reported on the RCRCA meeting.

20. Calendars were coordinated for the next two-week period.

Adjournment

There being no further business, Chairman Windschitl declared the Meeting adjourned at 10:22 AM.

Notice

Ditch Committee Meeting took place following the Board Meeting.

Scott Windschitl, Chair
Board of Brown County Commissioners
Brown County, Minnesota

ATTEST:

Sam Hansen
Brown County Administrator
Brown County, Minnesota

Resolution No 2026-16
Brown County Resolution

City of Springfield Carbon Reduction Program Agreement

The following Resolution was offered by Commissioner Borchert and moved for adoption at a regular board meeting held on June 16th, 2026, at the Brown County Courthouse, New Ulm, MN:

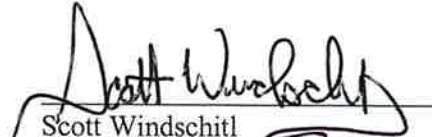
IT IS RESOLVED, that Brown County enter into Agreement with the City of Springfield for the following purposes:

To establish each Party's responsibilities regarding administration, reimbursement, and compliance with the grant requirements associated with the Carbon Reduction Program under State Project No. **SP 008-596-002** and MnDOT Project No. **CRP 0827(035)**;

IT IS FURTHER RESOLVED, that the County Board Chair and the County Administrator are authorized to execute the Agreement and any amendments to the Agreement.

Seconded by Commissioner Veerkamp and the same being put to a vote was duly carried.
This Resolution shall become effective immediately and without publication.

Adopted by the following vote: Ayes 4 Nays 0, with Commissioner Braun absent.
Dated this 16th day of June 2026.


Scott Windschitl
Chairman, Brown County

CERTIFICATION

State of Minnesota
County of Brown

I, Sam Hansen, duly appointed, qualified and acting County Administrator for the County of Brown, State of Minnesota, do hereby certify that I have compared the foregoing copy of a Resolution with the original minutes of the proceedings of the Board of County Commissioners, Brown County, Minnesota, at their session held on the 16th day of June, 2026, now on file in my office, and have found the same to be a true and correct copy thereof.

Witness my hand and official seal at New Ulm, Minnesota, this 16th day of June 2026.


Sam Hansen
County Administrator

Members present were Borchert, Berg, Windschitl, and Veerkamp, along with Administrator Hansen and Attorney Hanson. Braun excused.

M/Berg, S/Veerkamp, to accept the printed agenda; carried.

1. Previous Meeting's Official Proceedings and Synopsis Approval
2. General Government Claims

In accordance with MS 375.12, the following claims exceed \$2,000: Advanced Correctional Healthcare Inc \$2,893.83; ALPHA WIRELESS COMMUNICATIONS \$4,478.33; Consolidated Correctional Foodservice \$12,040.97; I & S Group Inc \$5,607.50; KNOW INK, LLC \$3,340.00; Lamar Companies/The \$ 2,175.00; Lang's Automotive LLC \$2,828.68; Midstates Equipment & Supply \$10,637.35; New Ulm/City Of \$2,814.00; PDCM/SCSU-Range \$2,915.00; PHYSICIANS GROUP OF NEW ULM LTD \$2,000.00; PRINTWEAR GRAPHICS \$4,174.65; R.D. Partners, Inc \$6,518.20; River Bend Leasing \$2,312.52; RTVISION INC \$7,320.48; Smith & Johnson \$12,000.00; TRAFFIC & PARKING CONTROL CO INC \$5,097.00; Trane U.S. Inc \$4,556.25; Turner Gymnastics \$4,359.89; WENDLAND SELLERS LAW OFFICE \$27,617.11; Western Detention Products Inc \$3,655.00; 112 payments less than \$2,000 total \$48,998.44. Final Total: \$178,340.20.

3. Human Services Claims Payments

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5. DNR Electronic License System (ELS) Agent Contract
6. DNR Electronic License System Point-of-Sale Agent Contract
7. Opioid Settlement Grant Recipients
8. Staffing Report

M/Veerkamp, S/Borchert, to approve said Consent Agenda items; carried.

M/Veerkamp, S/Berg, to recognize Lyle Heiderscheidt and Gary Kuebler for their contributions and commitment to the safety of others; carried.

M/Berg, S/Borchert, to accept and order file the Sheriff's Office May 2026 Monthly Report of activity; carried.

M/Veerkamp, S/Windschitl, to approve (1) drainage repair request and the payment of said repair: carried.

M/Borchert, S/Veerkamp, to accept by Resolution No. 2026-16, the Carbon Reduction Program Agreement between the City of Springfield and Brown Co.; carried 4-0.

M/Berg, S/Borchert, to approve the new Park Manager position and the posting; carried.

M/Borchert, S/Berg, to approve Park Caretaker, Gary Schenk, reimbursement in the amount of \$660 for time and equipment used outside his contract as recommended by the Park Commission; carried 4-0.

M/Berg, S/Borchert, to convene into closed session as permitted by Minnesota Statute § 13D.05, subd. 2 to consider Social Services Payments; carried.

M/ Borchert, S/Veerkamp, to authorize payment of Social Services claims in the amount of \$249,927.51. In accordance with MS 375.12, the following claims exceed \$2,000: Brown Co Evaluation Ctr \$14,426.36; Character Challenge Adventures \$10,470.00; Children Youth & Families Dept \$2,364.00; Children's Home \$2,609.27; Counseling Services of S. MN Inc \$5,118.34; DHS-MSOP \$13,965.50; DHS St Peter RTC-472 \$7,762.40; ELAN Financial Services \$5,678.03; EON Inc \$2,358.48; Gerard Nexus Inc \$26,433.08; Greater MN Family Services \$11,338.00; Klyberg, Donald \$2,222.00; Lutheran Social Services of Minnesota \$3,014.02; Mankato Family YMCA \$8,020.00; MN Valley Action Council \$15,547.38; MRCI Inc \$9,126.80; Nexus - Mille Lacs Family Healing \$18,272.64; Perala/Samantha Jo \$2,852.00; Prairie Lakes Youth Programs \$35,286.06; Prairie Support Services LLC \$2,956.33; Presbyterian Family Foundation Inc \$8,056.10; Village Ranch Inc \$17,159.58; 37 payments less than \$2,000 total \$24,891.14. Final Total: \$249,927.51; carried.

M/Borchert, S/Berg, to cease closed session and reconvene the open session; carried.

M/Veerkamp, S/Berg, to approve Final Plat APP-P-0178 Application filed by Scott Vogel on the property owned by Scott Vogel known as Vogel's 9th subd. Lot 1 (9.12 Acres) described as: Block 1, Lot 1 Vogel's seventh subd. and that part of the NW Quarter of the NW Quarter of Section 11, TWP 109 N, Range 34 W, Brown Co., MN, described as follows: Commencing at the NQ corner of said Section 11; thence on an assumed bearing of S 89 degrees 45 minutes 50 seconds E, along the north line of said section, a distance of 575.00 feet to the NE corner of Lot 1, Block 1, Vogel's Seventh subd., according to the recorded plat thereof, said NE corner being the point of beginning of the tract to be described; thence continuing S 89 degrees 45 minutes 54 seconds E, along said N line, a distance of 470.00 feet to a survey monument; thence S 0 degrees 04 minutes 10 seconds E a distance of 380.00 feet to an iron monument; thence N 89 degrees 45 minutes 50 seconds W a distance of 470.00 feet to the SE corner of said Lot 1; thence N 0 degrees 04 minutes 10 seconds W, along the E line of said Lot 1, a distance of 380.00 feet to the point of beginning, containing 4.10 acres. Section 19, TWP 110 N,

Range 32 W, Home TWP, Brown Co., MN; carried.

M/Berg, S/Veerkamp, to approve Final plat APP-P-0179 Application filed by Timothy Lipetzky on the property owned by Timothy & Hyon Hui Lipetzky known as Lipetzky Second subd. Lot 1 (3.53 Acres) described as: Part of the SE 1/4 of the NE 1/4, Section 24, TWP 109 N, Range 35 W, North Star TWP, Brown Co., Minnesota. Application is to split the building site from the tillable land; carried.

M/Berg, S/Windschitl, to approve Preliminary Plat APP-P-0180 Application filed by Pat Mohr on the property owned by Deanna J Mohr known as Mohr subd. Lot 1, Block 1 (2.50 acres) described as: Lot 1, Block 1 of Berg's subd., Section 22, TWP 108, Range 31, Brown Co., MN, except A parcel of land situated in Lot 1 of Block 1 of Berg's subd. of Sec. 22, Twp. 108, Range 31, Brown Co., MN, according to the plat thereof on file and of record in the Office of Co. Recorder of said county and state as instrument No. 189937, said parcel being more particularly described as follows: Commencing at the SW corner of Sec. 22, being also the SW corner of said Berg's subd.; then N 00° 35' 00" W, an assumed bearing, along the west line of said Sec. 22, being also the most westerly line of said Berg's subd., a distance of 356.14 feet; then continue along the westerly boundary lines of said Berg's subd. on the following six described courses; 1) N 64° 11' 00" E 814.89 feet; 2) N 76° 39' 00" E 1700.00 feet; 3) N 89° 29' 00" E 177.00 feet to the point of beginning of the parcel to be described; 4) N 00° 09' 00" W 525.00 feet; 5) N 89° 51' 00" E 221.00 feet; 6) N 04° 09' 00" W 778.00 feet; then depart from said westerly line N 89° 29' 00" E 184.95 feet; then S 00° 31' 00" E 1300.00 feet; then S 89° 29' 00" W 360.00 feet to the point of beginning containing 7.17 acres, more or less, Brown Co. MN. Application is to split residential site from tillable land; carried.

Commissioner Committee Reports: Borchert reported on the Opioid meeting (mtg), Detox special (mtgs), District 7 (mtg), JP workforce (mtg), and MVAC (mtg); Berg reported on the Opioid (mtg), the Planning Commission (mtg), Public Health (mtg), Drainage workgroup (mtg), and District 7 (mtg); Windschitl reported on the District 7 (mtg), TAC (mtg), SCHA (mtg), and the BCHS (mtg); and Veerkamp reported on the RCRCA (mtg).

Calendars were coordinated for the next two-week period.

There being no further business, Chairman Windschitl declared the Meeting adjourned at 10:22 AM.

Ditch Committee Meeting took place following the Board Meeting.

This is a synopsis of the Brown County Board of Commissioners Meeting. Official Minutes are available on the County website: www.browncountymn.gov.



CONSENT AGENDA

Originating Department: Human Services

Item: Human Services Claims Payments

Background:

In accordance with MS 375.12 the following claims exceed \$2,000; ELAN Financial Services \$3,330.03; MN Human Services \$20,955.00. Six less than \$2,000 total \$2,821.47. Final total is \$27,106.50.

Supporting Documents:

1. Admin Vendor Board List Jun 2026-2
2. MA Vendor Board List Jun 2026-2

BCHS Admin Board List

6/23/2026

	Vendor Name	Description	Amount
1	ELAN FINANCIAL SERVICES	BINDER BOOK RINGS	2.24
2	ELAN FINANCIAL SERVICES	5/20 MONEY ORDER	2.55
3	ELAN FINANCIAL SERVICES	6/8 MONEY ORDER	2.55
4	ELAN FINANCIAL SERVICES	6/9 MONEY ORDER	3.60
5	ELAN FINANCIAL SERVICES	BINDER BOOK RINGS	4.75
6	ELAN FINANCIAL SERVICES	SIMPLE IN/OUT FEE	25.60
7	ELAN FINANCIAL SERVICES	SUMMER CONF REGIST/KAMM	30.00
8	ELAN FINANCIAL SERVICES	VINYL DISPOSABLE GLOVES	34.90
9	ELAN FINANCIAL SERVICES	SIMPLE IN/OUT FEE	54.39
10	ELAN FINANCIAL SERVICES	AUTISTIC HOUSE2HOME WKSHP/E.WO	59.99
11	ELAN FINANCIAL SERVICES	RIGHTS & RIGHTS TRAINING/BRAUN	75.00
12	MN HUMAN SERVICES	MAR26 SHR MA INELIG & EST RECO	(2,756.18)
13	MN HUMAN SERVICES	MAR26 SHR/LTC LT65 CY20	537.20
14	MN HUMAN SERVICES	MAR26 SHR/ICFMR	2,779.32
15	MN HUMAN SERVICES	MAR26 SHR/LTC <65	9,239.72
16	MN HUMAN SERVICES	MAR26 SHR MA INELIG & EST RECO	11,154.94
SUBTOTAL			21,250.57

0% COUNTY COST

	Vendor Name	Description	Amount
17	ELAN FINANCIAL SERVICES	FISHING LICENSE/CMHI RESPITE	6.00
18	ELAN FINANCIAL SERVICES	NETFLIX SUBSCRIPTION/BOC	8.99
19	ELAN FINANCIAL SERVICES	6/4 ICE CREAM TREATS/BOC	10.54
20	ELAN FINANCIAL SERVICES	5/21 GROCERIES/BOC	15.89
21	ELAN FINANCIAL SERVICES	5/22 GROUP TREATS/BOC	21.31
22	ELAN FINANCIAL SERVICES	5/22 ACTIVITY ITEMS/BOC	25.25
23	ELAN FINANCIAL SERVICES	STATE PARK PASS/CMHI RESPITE	32.45
24	ELAN FINANCIAL SERVICES	5/5-5/7 LODGING/MNDOT WRKSHP/LACOUR	49.06
25	ELAN FINANCIAL SERVICES	5/12 GARDENING ITEMS/BOC	62.32
26	ELAN FINANCIAL SERVICES	HOME DECOR & MISC ITEMS/BOC	63.96
27	ELAN FINANCIAL SERVICES	5/10-5/14 LODGING/CTAA CONF/LACOURSE	79.58
28	ELAN FINANCIAL SERVICES	4/28 SERVICES/BOC	84.00

29	ELAN FINANCIAL SERVICES	5/20 BOX LUNCHES/BOC	84.90
30	ELAN FINANCIAL SERVICES	5/13 GROCERIES/BOC	101.85
31	ELAN FINANCIAL SERVICES	6/1 LODGING/SKINNER & SCHWAB/FFF	121.96
32	ELAN FINANCIAL SERVICES	6/1 GROCERIES & HOUSEHOLD/BOC	134.44
33	ELAN FINANCIAL SERVICES	7/21 GAME TICKETS/CMHI RESPITE	169.23
34	ELAN FINANCIAL SERVICES	5/5-5/7 LODGING/MNDOT WRKSHP/LACOUR	245.32
35	ELAN FINANCIAL SERVICES	6/10 MSU PLAY TICKETS/FAM FAC	405.00
36	ELAN FINANCIAL SERVICES	5/10-5/14 LODGING/CTAA CONF/LACOURSE	557.06
37	ELAN FINANCIAL SERVICES	#401 LIFT PART/TRANSIT	755.35
TOTAL 0% COUNTY COST			3,034.46
GRAND TOTAL ADMIN BOARD LIST			\$ 24,285.03

BCHS MA Board List

6/23/2026

0% COUNTY COST

	Vendor Name	Description	Amount
1	CLIENT	MAY MED INS PREM	471.06
2	CLIENT	MAY MED INS PREM	692.52
3	CLIENT	MAY MED INS PREM	416.00
4	CLIENT	JUN MED INS PREM	114.32
5	CLIENT	MAR MED INS PREM	228.64
6	CLIENT	APR MED INS PREM	228.64
7	CLIENT	FEB MED INS PREM	114.32
8	CLIENT	MAY MED INS PREM	114.32
9	CLIENT	MAY MED INS PREM	139.81
10	CLIENT	MAY MED INS PREM	301.84
TOTAL \$			<u><u>2,821.47</u></u>



CONSENT AGENDA

Originating Department: Human Services

Item: SILS Contracts

Background:

Approve updated contracts for SILS services with EON, HSI and LDR service providers. The attached contracts are updated for the next 2-year period.

Supporting Documents:

1. LDR SILS CONTRACT 7.1.2026-6.30.2028
2. EON SILS CONTRACT 7.1.2026-6.30.2028
3. HSI SILS CONTRACT 7.1.2026-6.30.2028

PURCHASE OF SERVICE AGREEMENT
FOR SEMI-INDEPENDENT LIVING SERVICES

The Brown County Human Services,
(Name of County Agency)

1117 Center Street, New Ulm, MN 56073
(Address Number, Street, Town, Zip Code)

hereafter referred to as the "Agency" and

LDR Home Care L.L.C., 313 4th Street, PO Box 60, Courtland, MN 56021
(Name of Contractor) (Address Number, Street, City and Zip)

hereafter referred to as the "Contractor", enter into this
agreement for the period from July 1, 2026
(Day, Month)(Year)

to June 30, 2028
(Day, Month) (Year)

WITNESSETH

WHEREAS the Contractor is an organization licensed under Minnesota Rules, parts 9525.0900 to 9525.1020, to provide semi-independent living services, or exempt from licensure under Minnesota Statutes, section 245A.03, subdivision 2, or Minnesota Rules, parts 9525.0900 to 9525.1020; and

WHEREAS, the Agency, pursuant to Minnesota Statutes, section 373.01, 373.02, and 256.0112 wishes to purchase such program services from the Contractor; and

WHEREAS, the Contractor represents that it is duly qualified and willing to perform such services;

WHEREAS, the Agency and the Contractor, according to Minnesota Statutes 256.0112 (Grants and Purchase of Service Contracts), understand and agree that this contract services as a host county contract for services purchased from financially responsible agencies of other counties;

NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth, the Agency and Contractor agree as follows:

1. Contractors Duties

- a. The Agency agrees to purchase and the Contractor agrees to furnish semi-independent living services, as defined in and in accordance with Minnesota Rules, parts 9525.0900 to 9525.1020.
- b. Pursuant to Appendix A, a copy of which is on file at the Agency Offices and which is hereby incorporated by reference, the Contractor agrees to provide:
 - 1) An explicit description of the services to be provided
 - 2) An exposition of the staffing including job descriptions and professional qualifications of personnel
 - 3) An organization chart
 - 4) The number of program participants, and licensed capacity of program
 - 5) Program content
 - 6) Program budget
- c. The Contractor shall, in writing within 10 days, notify the Agency whenever it is unable to, or going to be unable to, provide the required quality or quantity of the Purchased Services. Upon such notification, Agency shall determine whether such inability will require modification or cancellation of said contract.

2. Cost and Delivery of Purchased Services

- a. The unit cost for providing semi-independent living services to eligible clients shall be:

\$11.19 per 15 minute unit beginning 7-1-2026 until 6-30-2027.

\$11.64 per 15 minute unit beginning 7-1-2027 until 6-30-2028.

These rates will remain in effect until 6-30-2028 unless changed through legislative action. The number of units of service provided shall be as specified in each client's individual service plan. Reimbursement shall be made on the basis of 100 percent of the full cost of service to eligible clients.

- b. The Contractor certifies that the unit cost cited in paragraph 2.a. was calculated according to the reimbursement standards in Minnesota Rules, part 9525.0950.
- c. The Contractor certifies that the services to be provided under this agreement are not available without cost to eligible clients. The Contractor further certifies that payment claims for Purchased Services will be in accordance with rates of payment which do not exceed amounts reasonable and necessary to assure quality of service. The contractor further certifies that rates of payment do not reflect any administrative or program cost assignable to private pay or third-party pay service recipients.

Purchased services will be provided at the following sites:

Individual client residences and community locations _____.

_____.

_____.

3. Eligibility for Services

- a. The parties understand and agree that the eligibility of the client to receive the Purchased Services is to be determined in accordance with eligibility criteria established by the Agency's Community Social Services Plan. The parties understand and agree that the Agency shall determine preliminary and final client eligibility.
- b. It is understood and agreed by the parties that, for fee eligible clients, fees shall be charged and collected in accordance with fee policy and schedules adopted by the county board of commissioners and approved by the Commissioner of Human Services in accordance with the provisions of Minnesota Statutes, section 252.275.
- c. The Contractor shall not charge any program or service fee to social services eligible clients except in accordance with b., above.
- d. When the Agency has determined that the client is no longer eligible to receive purchased services or that services are no longer needed or appropriate, the Agency shall notify the Contractor within 5 days of the determination. The Agency shall notify the client of proposed termination of services in writing at least 10 days prior to the proposed agency action, and of the client's right to appeal this proposed agency action.
- e. The Contractor shall notify the Agency and the client in writing whenever the Contractor proposes to discharge or terminate service(s) to a client. The notice must be sent at least 30 days prior to the proposed date of

discharge or termination, and must include the specific grounds for discharge or termination of service (s). The Contractor shall not discharge or terminate services to a client prior to the proposed date unless delay would seriously endanger the health, safety, or well-being of the client or others.

- f. The Contractor shall establish written procedures for discharging a client or terminating services to a client. The written procedures shall include:
 - 1) Preparation of a summary of findings, events and progress during the period of service to the client.
 - 2) Written evidence of the reason for the discharge.
 - 3) Specific recommendations for future programming.

4. Individual Service and Habilitation Plans

- a. Services provided will be designed to assure that the person(s) attain(s) the goals specified in the person's Coordinated Services and Supports Plan (CSSP). The Agency shall prepare an Individual Habilitation Plan (IHP) with stated short-term objectives having measurable behavioral criteria and provide the Contractor with a copy of the plan no later than 30 days after services have commenced. The Contractor shall assist the Agency in developing the IHP as requested by the Agency.
- b. All CSSPs and IHPs for persons receiving services under this contract are hereby incorporated and made part of this contract.
- c. The Contractor agrees to submit progress reports at least semi-annually on individual persons to the Agency, the person, and the person's legal guardian or conservator, if any. The Contractor agrees to develop reports that will contain sufficient specificity to enable the Agency to determine the progress made in relation to the objectives in the person's CSSP and IHP.
- d. The Contractor agrees to participate in all interdisciplinary team meetings related to each person receiving services under this contract.
- e. Performance of the Contractor will be monitored and evaluated in accordance with client outcomes as specified in the CSSP and IHP goals and objectives.
- f. The Agency shall not delegate the development of CSSPs to the Contractor.

5. Payment for Purchased Services

- a. Certification of Expenditures: The Contractor shall, within fifteen working days following the last day of each calendar month, submit a standard invoice for social services purchased to the financially responsible County Social Service Agency. The Invoice shall show: (1) total program and administrative expenditures for the month; and (2) an itemized account of each social services eligible client, identifying service(s) provided, number of units and cost per unit, including administrative costs allocated to the provision of purchased services to eligible clients.
- b. Payment: The Agency shall, within 30 days of the date of receipt of the Invoice, make payment to the Contractor for all eligible clients identified on the invoice.

6. Monitoring and Records

The Contractor shall:

- a. Send the following financial, statistical and social services reports to the Agency on a monthly or quarterly basis.
 - 1) Individual Client Progress Reports (no less than semi-annually)
- b. Cooperate with the Agency's efforts to monitor and evaluate the Contractor's performance. The Agency's procedures for monitoring and evaluating the Contractor's performance, including the Contractor's compliance with licensure and service site requirements, may include, but are not limited to, on-site visits to the Contractor's facility; review of client records; review of Contractor's financial, statistical and program records; and review of reports and data provided by the Contractor at the Agency's request.
- c. Allow personnel of the Agency and the Minnesota Department of Human Services access to the Contractor's office and access to and the right to copy records at reasonable hours to exercise their responsibility to monitor purchased services.
- d. If the collection of social services fees is delegated to the Contractor, the Contractor shall provide the Agency with information about fees collected and the fee source.
- e. Maintain all records pertaining to the contract at LDR Program Office for four years for audit purposes.

- f. Comply with policies of the Minnesota Department of Human Services recording and monitoring procedures, as defined in the Department of Human Services Social Services Manual, and the administrative rules of the State Agency.

7. Safeguard of Client Information

The use or disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality provided for in Minnesota Statutes, Chapter 13, or for any purpose not directly connected with the Agency's or Contractor's responsibility with respect to the Purchased Services hereunder is prohibited except on written consent of such eligible client, the client's attorney or the client's responsible parent or guardian. Matt Aiken is the responsible authority in charge of all data collected, used or disseminated by the Contractor in connection with the performance of this contract. See Minnesota Statutes, section 13.46, subdivision 10.

The County and the Contractor recognize and agree that under certain circumstances records generated or maintained by the County in connection with the provision of services pursuant to this Agreement may invoke the application of the Health Insurance Portability and Accountability Act of 1996. In such case, they agree to comply with the requirements of that Act. As a "covered entity" under HIPAA guidelines, LDR Home Care L.L.C. assures Brown County Family Services that they have policies, procedures, practices and training in place that assure compliance with HIPAA requirements.

The County will allow personnel of the Contractor, the Minnesota Department of Children, Families and Learning, the Minnesota Department of Human Services, and the Department of Health access to the County facility and records at reasonable hours to exercise their responsibility to monitor purchased services in accordance with applicable data privacy, legislative, HIPAA, and regulatory mandates for such activity.

The County agrees to provide each of its employees, volunteers, and agents with training regarding the rights of subjects of data under the Minnesota Government Data Practices Act and the Health Insurance and Accountability Act of 1996.

8. Equal Employment Opportunity and Civil Rights and Nondiscrimination

(When applicable) the Contractor agrees to comply with the Civil Rights Act of 1964, Title VII (42 USC 2000e): including Executive Order No. 11246, and Title VI (42 USC 2000d): and the Rehabilitation Act of 1973, as amended by Section 504;

(When applicable) Contractor certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, section 363.073 (1982). This section shall not apply if the grant is for

less than \$50,000, and the Contractor has employed twenty or less full-time employees during the previous 12 months.

9. Fair Hearing and Grievance Procedures

The Agency agrees to provide for a fair hearing and grievance procedure in conformance with Minnesota Statutes, section 256.045, and in conjunction with the fair hearing and grievance procedures established by administrative rules of the State Department of Human Services.

10. Bonding, Indemnity, Insurance and Audits

- a. Bonding: (For Private/Non-Profit Contractors Only) The Contractor agrees to obtain and maintain for the duration of this agreement a fidelity bond covering the activity of the Contractor's personnel authorized to receive or distribute monies. Such bond shall be in the amount of \$100,000.
- b. Indemnity: (For Private/Non Profit Contractors Only) The Contractor agrees that it will at all times indemnify and hold harmless the Agency from any and all liability for loss, damage or injuries arising from its performance under this contract if:
 - 1) By reason of any applicant or eligible person suffering bodily or personal injury, death, or property loss or damage either while participating in or receiving the care and services to be furnished by the Contractor under this contract, or while on premises owned, leased, or operated by the Contractor, or while being transported to or from the premises in a vehicle owned, operated, chartered, or otherwise contracted for by the Contractor or any officer, agent or employee thereof: or
 - 2) By reason of any applicant or eligible person causing injury to, or damage to, the property of another person during any time when the Contractor, or any officer, agent or employee thereof has undertaken or is furnishing the care and services called for under this contract; or
 - 3) By reason of any negligent act or omission or intentional act of the Contractor, its agents, officers or employees which causes bodily injury, death, personal injury, property loss, or damage to another during the performance of Purchased Services under this Contract.

- c. Insurance: The contractor does further agree that in order to protect itself as well as the Agency and Brown County under the indemnity agreement provision hereinabove set forth, it will at all times during the terms of the agreement have and keep in force:
- 1) A single limit or combined limit or excess umbrella general liability insurance policy of any amount of not less than \$1,500,000 for property damage arising from one occurrence, \$1,500,000 for total bodily injuries and/or damages arising from one occurrence, and \$1,500,000 for total personal injuries and/or damages arising from one occurrence.

Such policy shall also include contractual liability coverage protecting Brown County, its officers, agents, and employees by specific endorsement acknowledging the contract between the provider and the County, through the agency.
 - 2) A single limit or combined limit or excess umbrella automobile liability insurance policy, if applicable, covering contractor owned, non-owned, and hired vehicles used regularly in the provision of services under this agreement, in an amount of not less than \$1,500,000 per accident for property damage, \$750,000 for bodily injury and/or damages to any one person, and \$1,500,000 for total bodily injuries and/or damages arising from any one accident.
 - 3) A professional liability insurance policy covering paid personnel or volunteers of the contractor while performing counseling and/or health care services under this agreement naming the County as an additional insured in the following amounts: \$750,000 per claimant for personal injuries and/or damages, and \$1,500,000 for total personal injuries and/or damages arising from one occurrence.
 - 4) Worker's Compensation Insurance, if applicable.
 - 5) Any policy obtained and maintained under this clause shall provide that it shall not be canceled, materially changed, or not renewed without thirty (30) days prior notice thereof to the County, through the agency.
 - 6) The contractor shall provide Proof of Insurance Certificates for the above coverages to the Brown County Family Services.
 - 7) The County and the contractor hereby waive any and all rights of subrogation they may have against each other.

- d. Audit: The Provider agrees that within 120 days of the termination date of this Contract, to arrange for an audit which will be conducted by a certified public accounting firm. A copy of the audit shall be submitted to the Agency upon request.

11. Conditions of the Parties' Obligations

- a. It is understood and agreed that in the event the reimbursement to the Agency from State sources is not obtained and continued at a level sufficient to allow for the purchase of the indicated quantity of Purchased Services, the obligations of each party hereunder shall thereupon be renegotiated.
- b. This agreement may be canceled by either party at any time, with or without cause, upon 30 days notice, in writing, delivered by mail or in person.
- c. Before the termination date specified in Section 1 of this agreement the Agency may evaluate the performance of the contractor in regard to terms of this agreement to determine whether such performance merits renewal of this agreement.
- d. Any alterations, variations, modifications, or waivers of provisions of this agreement shall be valid only when they have been reduced to writing, duly signed, and attached to the original of this agreement.
- e. No claim for services furnished by the Contractor, not specifically provided in the agreement, will be allowed by the Agency, nor shall the Contractor do any work or furnish any material not covered by the agreement, unless this is approved in writing by the Agency. Such approval shall be considered to be a modification of the agreement.
- f. In the event that there is a revision of Federal regulations which might make this agreement ineligible for Federal financial participation, all parties will review the agreement and renegotiate those items necessary to bring the agreement into compliance with the new Federal regulations.

12. Subcontracting

The Contractor shall not enter into subcontracts for any of the goods and services contemplated under this agreement without written approval of the Agency. All subcontracts shall be subject to the requirements of this contract. The Contractor shall be responsible for the performance of any subcontractor.

13. Miscellaneous

- a. Entire Agreement: It is understood and agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the Contractor and any county social services agency relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

APPROVED:

DIRECTOR:
County Social Service Agency

By_____

Date_____

CONTRACTOR:
LDR CEO

By_____

Date_____

CHAIRPERSON:
County Board of Commissioners

By_____

Date_____

COUNTY ATTORNEY:
(as to form and execution)

By_____

Date_____

PURCHASE OF SERVICE AGREEMENT
FOR SEMI-INDEPENDENT LIVING SERVICES

The Brown County Family Services,
(Name of County Agency)

1117 Center Street, New Ulm, MN 56073
(Address Number, Street, Town, Zip Code)

hereafter referred to as the "Agency" and

EON, Inc, 1200 South Broadway, New Ulm, MN 56073.
(Name of Contractor) (Address Number, Street, City and Zip)

hereafter referred to as the "Contractor", enter into this
agreement for the period from July 1, 2026
(Day, Month)(Year)

to June 30, 2028
(Day, Month) (Year)

WITNESSETH

WHEREAS the Contractor is an organization licensed under Minnesota Rules, parts 9525.0900 to 9525.1020, to provide semi-independent living services, or exempt from licensure under Minnesota Statutes, section 245A.03, subdivision 2, or Minnesota Rules, parts 9525.0900 to 9525.1020; and

WHEREAS, the Agency, pursuant to Minnesota Statutes, section 373.01, 373.02, and 256.0112 wishes to purchase such program services from the Contractor; and

WHEREAS, the Contractor represents that it is duly qualified and willing to perform such services;

WHEREAS, the Agency and the Contractor, according to Minnesota Statutes 256.0112 (Grants and Purchase of Service Contracts), understand and agree that this contract services as a host county contract for services purchased from financially responsible agencies of other counties;

NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth, the Agency and Contractor agree as follows:

1. Contractors Duties

- a. The Agency agrees to purchase and the Contractor agrees to furnish semi-independent living services, as defined in and in accordance with Minnesota Rules, parts 9525.0900 to 9525.1020.
- b. Pursuant to Appendix A, a copy of which is on file at the Agency Offices and which is hereby incorporated by reference, the Contractor agrees to provide:
 - 1) An explicit description of the services to be provided
 - 2) An exposition of the staffing including job descriptions and professional qualifications of personnel
 - 3) An organization chart
 - 4) The number of program participants, and licensed capacity of program
 - 5) Program content
 - 6) Program budget
- c. The Contractor shall, in writing within 10 days, notify the Agency whenever it is unable to, or going to be unable to, provide the required quality or quantity of the Purchased Services. Upon such notification, Agency shall determine whether such inability will require modification or cancellation of said contract.

2. Cost and Delivery of Purchased Services

- a. The unit cost for providing semi-independent living services to eligible clients shall be:

\$11.19 per 15 minute unit beginning 7-1-2026 until 6-30-2027.
\$11.64 per 15 minute unit beginning 7-1-2027 until 6-30-2028.

These rates will remain in effect until 6-30-2028 unless changed through legislative action. The number of units of service provided shall be as specified in each client's individual service plan. Reimbursement shall be made on the basis of 100 percent of the full cost of service to eligible clients.

- b. The Contractor certifies that the unit cost cited in paragraph 2.a. was calculated according to the reimbursement standards in Minnesota Rules, part 9525.0950.

- c. The Contractor certifies that the services to be provided under this agreement are not available without cost to eligible clients. The Contractor further certifies that payment claims for Purchased Services will be in accordance with rates of payment which do not exceed amounts reasonable and necessary to assure quality of service. The contractor further certifies that rates of payment do not reflect any administrative or program cost assignable to private pay or third-party pay service recipients.

Purchased services will be provided at the following sites:

Individual client residences and community locations.

3. Eligibility for Services

- a. The parties understand and agree that the eligibility of the client to receive the Purchased Services is to be determined in accordance with eligibility criteria established by the Agency's Community Social Services Plan. The parties understand and agree that the Agency shall determine preliminary and final client eligibility.
- b. It is understood and agreed by the parties that, for fee eligible clients, fees shall be charged and collected in accordance with fee policy and schedules adopted by the county board of commissioners and approved by the Commissioner of Human Services in accordance with the provisions of Minnesota Statutes, section 252.275.
- c. The Contractor shall not charge any program or service fee to social services eligible clients except in accordance with b., above.
- d. When the Agency has determined that the client is no longer eligible to receive purchased services or that services are no longer needed or appropriate, the Agency shall notify the Contractor within 5 days of the determination. The Agency shall notify the client of proposed termination of services in writing at least 10 days prior to the proposed agency action, and of the client's right to appeal this proposed agency action.
- e. The Contractor shall notify the Agency and the client in writing whenever the Contractor proposes to discharge or terminate service(s) to a client. The notice must be sent at least 30 days prior to the proposed date of discharge or termination, and must include the specific grounds for discharge or termination of service (s). The Contractor shall not discharge or terminate services to a client prior to the proposed date unless delay would seriously endanger the health, safety, or well-being of the client or others.

- f. The Contractor shall establish written procedures for discharging a client or terminating services to a client. The written procedures shall include:
 - 1) Preparation of a summary of findings, events and progress during the period of service to the client.
 - 2) Written evidence of the reason for the discharge.
 - 3) Specific recommendations for future programming.

4. Individual Service and Habilitation Plans

- a. Services provided will be designed to assure that the person(s) attain(s) the goals specified in the person's Coordinated Services and Supports Plan (CSSP). The Agency shall prepare an Individual Habilitation Plan (IHP) with stated short-term objectives having measurable behavioral criteria and provide the Contractor with a copy of the plan no later than 30 days after services have commenced. The Contractor shall assist the Agency in developing the IHP as requested by the Agency.
- b. All CSSPs and IHPs for persons receiving services under this contract are hereby incorporated and made part of this contract.
- c. The Contractor agrees to submit progress reports at least semi-annually on individual persons to the Agency, the person, and the person's legal guardian or conservator, if any. The Contractor agrees to develop reports that will contain sufficient specificity to enable the Agency to determine the progress made in relation to the objectives in the person's CSSP and IHP.
- d. The Contractor agrees to participate in all interdisciplinary team meetings related to each person receiving services under this contract.
- e. Performance of the Contractor will be monitored and evaluated in accordance with client outcomes as specified in the CSSP and IHP goals and objectives.
- f. The Agency shall not delegate the development of CSSPs to the Contractor.

5. Payment for Purchased Services

- a. Certification of Expenditures: The Contractor shall, within fifteen working days following the last day of each calendar month, submit a standard invoice for social services purchased to the financially responsible County

Social Service Agency. The Invoice shall show: (1) total program and administrative expenditures for the month; and (2) an itemized account of each social services eligible client, identifying service(s) provided, number of units and cost per unit, including administrative costs allocated to the provision of purchased services to eligible clients.

- b. Payment: The Agency shall, within 30 days of the date of receipt of the Invoice, make payment to the Contractor for all eligible clients identified on the invoice.

6. Monitoring and Records

The Contractor shall:

- a. Send the following financial, statistical and social services reports to the Agency on a monthly or quarterly basis.
 - 1) Individual Client Progress Reports (no less than semi-annually)
 - 2) _____
 - 3) _____
- b. Cooperate with the Agency's efforts to monitor and evaluate the Contractor's performance. The Agency's procedures for monitoring and evaluating the Contractor's performance, including the Contractor's compliance with licensure and service site requirements, may include, but are not limited to, on-site visits to the Contractor's facility; review of client records; review of Contractor's financial, statistical and program records; and review of reports and data provided by the Contractor at the Agency's request.
- c. Allow personnel of the Agency and the Minnesota Department of Human Services access to the Contractor's office and access to and the right to copy records at reasonable hours to exercise their responsibility to monitor purchased services.
- d. If the collection of social services fees is delegated to the Contractor, the Contractor shall provide the Agency with information about fees collected and the fee source.
- e. Maintain all records pertaining to the contract at EON, Inc Office for four years for audit purposes.

- f. Comply with policies of the Minnesota Department of Human Services recording and monitoring procedures, as defined in the Department of Human Services Social Services Manual, and the administrative rules of the State Agency.

7. Safeguard of Client Information

The use or disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality provided for in Minnesota Statutes, Chapter 13, or for any purpose not directly connected with the Agency's or Contractor's responsibility with respect to the Purchased Services hereunder is prohibited except on written consent of such eligible client, the client's attorney or the client's responsible parent or guardian. Tyler Berg is the responsible authority in charge of all data collected, used or disseminated by the Contractor in connection with the performance of this contract. See Minnesota Statutes, section 13.46, subdivision 10.

The County and the Contractor recognize and agree that under certain circumstances records generated or maintained by the County in connection with the provision of services pursuant to this Agreement may invoke the application of the Health Insurance Portability and Accountability Act of 1996. In such case, they agree to comply with the requirements of that Act. As a "covered entity" under HIPAA guidelines, EON, Inc assures Brown County Family Services that they have policies, procedures, practices and training in place that assure compliance with HIPAA requirements.

The County will allow personnel of the Contractor, the Minnesota Department of Children, Families and Learning, the Minnesota Department of Human Services, and the Department of Health access to the County facility and records at reasonable hours to exercise their responsibility to monitor purchased services in accordance with applicable data privacy, legislative, HIPAA, and regulatory mandates for such activity.

The County agrees to provide each of its employees, volunteers, and agents with training regarding the rights of subjects of data under the Minnesota Government Data Practices Act and the Health Insurance and Accountability Act of 1996.

8. Equal Employment Opportunity and Civil Rights and Nondiscrimination

(When applicable) the Contractor agrees to comply with the Civil Rights Act of 1964, Title VII (42 USC 2000e): including Executive Order No. 11246, and Title VI (42 USC 2000d): and the Rehabilitation Act of 1973, as amended by Section 504;

(When applicable) Contractor certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, section 363.073 (1982). This section shall not apply if the grant is for less than \$50,000, and the Contractor has employed twenty or less full-time employees during the previous 12 months.

9. Fair Hearing and Grievance Procedures

The Agency agrees to provide for a fair hearing and grievance procedure in conformance with Minnesota Statutes, section 256.045, and in conjunction with the fair hearing and grievance procedures established by administrative rules of the State Department of Human Services.

10. Bonding, Indemnity, Insurance and Audits

- a. Bonding: (For Private/Non-Profit Contractors Only) The Contractor agrees to obtain and maintain for the duration of this agreement a fidelity bond covering the activity of the Contractor's personnel authorized to receive or distribute monies. Such bond shall be in the amount of \$100,000.
- b. Indemnity: (For Private/Non Profit Contractors Only) The Contractor agrees that it will at all times indemnify and hold harmless the Agency from any and all liability for loss, damage or injuries arising from its performance under this contract if:
 - 1) By reason of any applicant or eligible person suffering bodily or personal injury, death, or property loss or damage either while participating in or receiving the care and services to be furnished by the Contractor under this contract, or while on premises owned, leased, or operated by the Contractor, or while being transported to or from the premises in a vehicle owned, operated, chartered, or otherwise contracted for by the Contractor or any officer, agent or employee thereof: or
 - 2) By reason of any applicant or eligible person causing injury to, or damage to, the property of another person during any time when the Contractor, or any officer, agent or employee thereof has undertaken or is furnishing the care and services called for under this contract; or
 - 3) By reason of any negligent act or omission or intentional act of the Contractor, its agents, officers or employees which causes bodily injury, death, personal injury, property loss, or damage to another during the performance of Purchased Services under this Contract.
- c. Insurance: The contractor does further agree that in order to protect itself as well as the Agency and Brown County under the indemnity agreement provision hereinabove set forth, it will at all times during the terms of the agreement have and keep in force:

- 1) A single limit or combined limit or excess umbrella general liability insurance policy of any amount of not less than \$1,500,000 for property damage arising from one occurrence, \$1,500,000 for total bodily injuries and/or damages arising from one occurrence, and \$1,500,000 for total personal injuries and/or damages arising from one occurrence.

Such policy shall also include contractual liability coverage protecting Brown County, its officers, agents, and employees by specific endorsement acknowledging the contract between the provider and the County, through the agency.

- 2) A single limit or combined limit or excess umbrella automobile liability insurance policy, if applicable, covering contractor owned, non-owned, and hired vehicles used regularly in the provision of services under this agreement, in an amount of not less than \$1,500,000 per accident for property damage, \$750,000 for bodily injury and/or damages to any one person, and \$1,500,000 for total bodily injuries and/or damages arising from any one accident.
- 3) A professional liability insurance policy covering paid personnel or volunteers of the contractor while performing counseling and/or health care services under this agreement naming the County as an additional insured in the following amounts: \$750,000 per claimant for personal injuries and/or damages, and \$1,500,000 for total personal injuries and/or damages arising from one occurrence.
- 4) Worker's Compensation Insurance, if applicable.
- 5) Any policy obtained and maintained under this clause shall provide that it shall not be canceled, materially changed, or not renewed without thirty (30) days prior notice thereof to the County, through the agency.
- 6) The contractor shall provide Proof of Insurance Certificates for the above coverages to the Brown County Family Services.
- 7) The County and the contractor hereby waive any and all rights of subrogation they may have against each other.

- d. Audit: The Provider agrees that within 120 days of the termination date of this Contract, to arrange for an audit which will be conducted by a certified public accounting firm. A copy of the audit shall be submitted to the Agency upon request.

11. Conditions of the Parties' Obligations

- a. It is understood and agreed that in the event the reimbursement to the Agency from State sources is not obtained and continued at a level sufficient to allow for the purchase of the indicated quantity of Purchased Services, the obligations of each party hereunder shall thereupon be renegotiated.
- b. This agreement may be canceled by either party at any time, with or without cause, upon 30 days notice, in writing, delivered by mail or in person.
- c. Before the termination date specified in Section 1 of this agreement the Agency may evaluate the performance of the contractor in regard to terms of this agreement to determine whether such performance merits renewal of this agreement.
- d. Any alterations, variations, modifications, or waivers of provisions of this agreement shall be valid only when they have been reduced to writing, duly signed, and attached to the original of this agreement.
- e. No claim for services furnished by the Contractor, not specifically provided in the agreement, will be allowed by the Agency, nor shall the Contractor do any work or furnish any material not covered by the agreement, unless this is approved in writing by the Agency. Such approval shall be considered to be a modification of the agreement.
- f. In the event that there is a revision of Federal regulations which might make this agreement ineligible for Federal financial participation, all parties will review the agreement and renegotiate those items necessary to bring the agreement into compliance with the new Federal regulations.

12. Subcontracting

The Contractor shall not enter into subcontracts for any of the goods and services contemplated under this agreement without written approval of the Agency. All subcontracts shall be subject to the requirements of this contract. The Contractor shall be responsible for the performance of any subcontractor.

13. Miscellaneous

- a. Entire Agreement: It is understood and agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in

effect between the Contractor and any county social services agency relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

APPROVED:

DIRECTOR:
County Social Service Agency

By_____

Date_____

CHAIRPERSON:
County Board of Commissioners

By_____

Date_____

CONTRACTOR:
EON CEO

By_____

Date_____

COUNTY ATTORNEY:
(as to form and execution)

By_____

Date_____

PURCHASE OF SERVICE AGREEMENT
FOR SEMI-INDEPENDENT LIVING SERVICES

The Brown County Human Services,
(Name of County Agency)

1117 Center Street, New Ulm, MN 56073
(Address Number, Street, Town, Zip Code)

hereafter referred to as the "Agency" and

Habilitative Services, Inc. – 6600 France Avenue South, Suite 350, Edina, MN 55435.
(Name of Contractor) (Address Number, Street, Town and Zip)

hereafter referred to as the "Contractor", enter into this
agreement for the period from July 1, 2026
(Day, Month) (Year)

to June 30, 2028
(Day, Month) (Year)

WITNESSETH

WHEREAS the Contractor is an organization licensed under Minnesota Rules, parts 9525.0900 to 9525.1020, to provide semi-independent living services, or exempt from licensure under Minnesota Statutes, section 245A.03, subdivision 2, or Minnesota Rules, parts 9525.0900 to 9525.1020; and

WHEREAS, the Agency, pursuant to Minnesota Statutes, section 373.01 and 373.02, and 256.0112 wishes to purchase such program services from the Contractor; and

WHEREAS, the Contractor represents that it is duly qualified and willing to perform such services;

WHEREAS, the Agency and the Contractor, according to Minnesota Statutes 256.0112 (Grants and Purchase of Service Contracts) understand and agree that this contract services as a host county contract for services purchased from financially responsible agencies of other counties;

NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth, the Agency and Contractor agree as follows:

1. Contractors Duties

- a. The Agency agrees to purchase and the Contractor agrees to furnish semi-independent living services, as defined in and in accordance with Minnesota Rules, parts 9525.0900 to 9525.1020.
- b. Pursuant to Appendix A, a copy of which is on file at the Agency Offices and which is hereby incorporated by reference, the Contractor agrees to provide:
 - 1) An explicit description of the services to be provided;
 - 2) An exposition of the staffing including job descriptions and professional qualifications of personnel;
 - 3) An organization chart;
 - 4) The number of program participants, and licensed capacity of program;
 - 5) Program content; and
 - 6) Program budget.
- c. The Contractor shall, in writing within 10 days, notify the Agency whenever it is unable to, or going to be unable to, provide the required quality or quantity of the Purchased Services. Upon such notification, Agency shall determine whether such inability will require modification or cancellation of said contract.

2. Cost and Delivery of Purchased Services

- a. The unit cost for providing semi-independent living services to eligible clients shall be:

\$11.19 per 15 minute unit beginning 7-1-2026 until 6-30-2027.

\$11.64 per 15 minute unit beginning 7-1-2027 until 6-30-2028.

These rates will remain in effect until 6-30-2028 unless changed through legislative action. The number of units of service provided shall be as specified in each client's individual service plan. Reimbursement shall be made on the basis of 100 percent of the full cost of service to eligible clients.

- b. The Contractor certifies that the unit cost cited in paragraph 2.a. was calculated according to the reimbursement standards in Minnesota Rules, part 9525.0950.
- c. The Contractor certifies that the services to be provided under this agreement are not available without cost to eligible clients. The Contractor further

certifies that payment claims for Purchased Services will be in accordance with rates of payment which do not exceed amounts reasonable and necessary to assure quality of service. The contractor further certifies that rates of payment do not reflect any administrative or program cost assignable to private pay or third-party pay service recipients.

Purchased services will be provided at the following sites:

Individual client residences and community locations

3. Eligibility for Services

- a. The parties understand and agree that the eligibility of the client to receive the Purchased Services is to be determined in accordance with eligibility criteria established by the Agency's Community Social Services Plan. The parties understand and agree that the Agency shall determine preliminary and final client eligibility.
- b. It is understood and agreed by the parties that, for fee eligible clients, fees shall be charged and collected in accordance with fee policy and schedules adopted by the county board of commissioners and approved by the Commissioner of Human Services in accordance with the provisions of Minnesota Statutes, section 252.275.
- c. The Contractor shall not charge any program or service fee to social services eligible clients except in accordance with b., above.
- d. When the Agency has determined that the client is no longer eligible to receive purchased services or that services are no longer needed or appropriate, the Agency shall notify the Contractor within 5 days of the determination. The Agency shall notify the client of proposed termination of services in writing at least 10 days prior to the proposed agency action, and of the client's right to appeal this proposed agency action.
- e. The Contractor shall notify the Agency and the client in writing whenever the Contractor proposes to discharge or terminate service(s) to a client. The notice must be sent at least 30 days prior to the proposed date of discharge or termination, and must include the specific grounds for discharge or termination of service (s). The Contractor shall not discharge or terminate services to a client prior to the proposed date unless delay would seriously endanger the health, safety, or well-being of the client or others.

- f. The Contractor shall establish written procedures for discharging a client or terminating services to a client. The written procedures shall include:
 - 1) Preparation of a summary of findings, events and progress during the period of service to the client.
 - 2) Written evidence of the reason for the discharge.
 - 3) Specific recommendations for future programming.

4. Individual Service and Habilitation Plans

- a. Services provided will be designed to assure that the person(s) attain(s) the goals specified in the person's Coordinated Services and Supports Plan (CSSP). The Agency shall prepare an Individual Habilitation Plan (IHP) with stated short-term objectives having measurable behavioral criteria and provide the Contractor with a copy of the plan no later than 30 days after services have commenced. The Contractor shall assist the Agency in developing the IHP as requested by the Agency.
- b. All CSSP's and IHP's for persons receiving services under this contract are hereby incorporated and made part of this contract.
- c. The Contractor agrees to submit progress reports at least semi-annually on individual persons to the Agency, the person, and the person's legal guardian or conservator, if any. The Contractor agrees to develop reports that will contain sufficient specificity to enable the Agency to determine the progress made in relation to the objectives in the person's CSSP and IHP.
- d. The Contractor agrees to participate in all interdisciplinary team meetings related to each person receiving services under this contract.
- e. Performance of the Contractor will be monitored and evaluated in accordance with client outcomes as specified in the CSSP and IHP goals and objectives.
- f. The Agency shall not delegate the development of CSSPs to the Contractor.

5. Payment for Purchased Services

- a. Certification of expenditures: The Contractor shall, within fifteen working days following the last day of each calendar month, submit a standard invoice for social services purchased to the financially responsible County Social Service Agency. The Invoice shall show: (1) total program and administrative expenditures for the month; and (2) an itemized account of each social services eligible client, identifying service(s) provided, number of units and

cost per unit, including administrative costs allocated to the provision of purchased services to eligible clients.

- b. Payment: The Agency shall, within 30 days of the date of receipt of the Invoice, make payment to the Contractor for all eligible clients identified on the invoice.

6. Monitoring and Records

The Contractor shall:

- a. Send the following financial, statistical and social services reports to the Agency at the frequency listed:
 - 1) Individual Client progress report (no less than semi-annually)
- b. Cooperate with the Agency's efforts to monitor and evaluate the Contractor's performance. The Agency's procedures for monitoring and evaluating the Contractor's performance, including the Contractor's compliance with licensure and service site requirements, may include, but are not limited to, on-site visits to the Contractor's facility; review of client records; review of Contractor's financial, statistical and program records; and review of reports and data provided by the Contractor at the Agency's request.
- c. Allow personnel of the Agency and the Minnesota Department of Human Services access to the Contractor's office and access to and the right to copy records at reasonable hours to exercise their responsibility to monitor purchased services.
- d. If the collection of social services fees is delegated to the Contractor, the Contractor shall provide the Agency with information about fees collected and the fee source.
- e. Maintain all records pertaining to the contract at HSI Program Office for four years for audit purposes.
- f. Comply with policies of the Minnesota Department of Human Services recording and monitoring procedures, as defined in the Department of Human Services Social Services Manual, and the administrative rules of the State Agency.

7. Safeguard of Client Information

The use or disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality provided for in Minnesota Statutes, Chapter 13, or for any purpose not directly connected with the Agency's or Contractor's

responsibility with respect to the Purchased Services hereunder is prohibited except on written consent of such eligible client, the client's attorney or the client's responsible parent or guardian. Curt Bossert is the responsible authority in charge of all data collected, used or disseminated by the Contractor in connection with the performance of this contract. See Minnesota Statutes, section 13.46, subdivision 10.

The County and the Contractor recognize and agree that under certain circumstances records generated or maintained by the County in connection with the provision of services pursuant to this Agreement may invoke the application of the Health Insurance Portability and Accountability Act of 1996. In such case, they agree to comply with the requirements of that Act. As a "covered entity" under HIPAA guidelines, HSI, Inc assures Brown County Family Services that they have policies, procedures, practices and training in place that assure compliance with HIPAA requirements.

The County will allow personnel of the Contractor, the Minnesota Department of Children, Families and Learning, the Minnesota Department of Human Services, and the Department of Health access to the County facility and records at reasonable hours to exercise their responsibility to monitor purchased services in accordance with applicable data privacy, legislative, HIPAA, and regulatory mandates for such activity.

The County agrees to provide each of its employees, volunteers, and agents with training regarding the rights of subjects of data under the Minnesota Government Data Practices Act and the Health Insurance and Accountability Act of 1996.

8. Equal Employment Opportunity and Civil Rights and Nondiscrimination
(When applicable) the Contractor agrees to comply with the Civil Rights Act of 1964, Title VII (42 USC 2000e): including Executive Order No. 11246, and Title VI (42 USC 2000d): and the Rehabilitation Act of 1973, as amended by Section 504;
(When applicable) Contractor certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, section 363.073 (1982). This section shall not apply if the grant is for less than \$50,000, and the Contractor has employed twenty or less full-time employees during the previous 12 months.

9. Fair Hearing and Grievance Procedures

The Agency agrees to provide for a fair hearing and grievance procedure in conformance with Minnesota Statutes, section 256.045, and in conjunction with the fair hearing and grievance procedures established by administrative rules of the State Department of Human Services.

10. Bonding, Indemnity, Insurance and Audits

- a. Bonding: (For Private/Non-Profit Contractors Only) The Contractor agrees to obtain and maintain for the duration of this agreement a fidelity bond covering the activity of the Contractor's personnel authorized to receive or distribute monies. Such bond shall be in the amount of \$100,000.
- b. Indemnity: (For Private/Non Profit Contractors Only) The Contractor agrees that it will at all times defend, indemnify and hold harmless the Agency from any and all liability for loss, damage or injuries arising from its performance under this contract if:
 - 1) By reason of any applicant or eligible person suffering bodily or personal injury, death, or property loss or damage either while participating in or receiving the care and services to be furnished by the Contractor under this contract, or while on premises owned, leased, or operated by the Contractor, or while being transported to or from the premises in a vehicle owned, operated, chartered, or otherwise contracted for by the Contractor or any officer, agent or employee thereof: or
 - 2) By reason of any applicant or eligible person causing injury to, or damage to, the property of another person during any time when the Contractor, or any officer, agent or employee thereof has undertaken or is furnishing the care and services called for under this contract; or
 - 3) By reason of any negligent act or omission or intentional act of the Contractor, its agents, officers or employees which causes bodily injury, death, personal injury, property loss, or damage to another during the performance of Purchased Services under this Contract.
- c. Insurance: The contractor does further agree that in order to protect itself as well as the Agency and Brown County under the indemnity agreement provision hereinabove set forth, it will at all times during the term of the agreement have and keep in force:
 - 1) A single limit or combined limit or excess umbrella general liability insurance policy of any amount of not less than \$1,500,000 for property damage arising from one occurrence, \$1,500,000 for total bodily injuries and/or damages arising from one occurrence, and \$1,500,000 for total personal injuries and/or damages arising from one occurrence. Such policy shall also include contractual liability coverage protecting Brown County, its officers, agents, and employees by specific endorsement acknowledging the contract between the provider and the County, through the agency.

- 2) A single limit or combined limit or excess umbrella automobile liability insurance policy, if applicable, covering contractor owned, non-owned, and hired vehicles used regularly in the provision of services under this agreement, in an amount of not less than \$1,500,000 per accident for property damage, \$750,000 for bodily injury and/or damages to any one person, and \$1,500,000 for total bodily injuries and/or damages arising from any one accident.
 - 3) A professional liability insurance policy covering paid personnel or volunteers of the contractor while performing counseling and/or health care services under this agreement naming the County as an additional insured in the following amounts: \$750,000 per claimant for personal injuries and/or damages, and \$1,500,000 for total personal injuries and/or damages arising from one occurrence.
 - 4) Worker's Compensation Insurance, if applicable.
 - 5) Any policy obtained and maintained under this clause shall provide that it shall not be canceled, materially changed, or not renewed without thirty (30) days prior notice thereof to the County, through the agency.
 - 6) The contractor shall provide Proof of Insurance Certificates for the above coverages to the Brown County Family Services.
 - 7) The County and the contractor hereby waive any and all rights of subrogation they may have against each other.
- d. Audit: The Provider agrees that within 120 days of the termination date of this Contract, to arrange for an audit which will be conducted by a certified public accounting firm. A copy of the audit shall be submitted to the Agency upon request.

11. Conditions of the Parties' Obligations:

- a. It is understood and agreed that in the event the reimbursement to the Agency from State sources is not obtained and continued at a level sufficient to allow for the purchase of the indicated quantity of Purchased Services, the obligations of each party hereunder shall thereupon be renegotiated.
- b. This agreement may be canceled by either party at any time, with or without cause, upon 30 days notice, in writing, delivered by mail or in person.

- c. Before the termination date specified in Section 1 of this agreement the Agency may evaluate the performance of the contractor in regard to terms of this agreement to determine whether such performance merits renewal of this agreement.
- d. Any alterations, variations, modifications, or waivers of provisions of this agreement shall be valid only when they have been reduced to writing, duly signed, and attached to the original of this agreement.
- e. No claim for services furnished by the Contractor, not specifically provided in the agreement, will be allowed by the Agency, nor shall the Contractor do any work or furnish any material not covered by the agreement, unless this is approved in writing by the Agency. Such approval shall be considered to be a modification of the agreement.
- f. In the event that there is a revision of Federal regulations which might make this agreement ineligible for Federal financial participation, all parties will review the agreement and renegotiate those items necessary to bring the agreement into compliance with the new Federal regulations.

12. Subcontracting:

The Contractor shall not enter into subcontracts for any of the goods and services contemplated under this agreement without written approval of the Agency. All subcontracts shall be subject to the requirements of this contract. The Contractor shall be responsible for the performance of any subcontractor.

13. Miscellaneous:

- a. Entire Agreement: It is understood and agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the Contractor and any county social services agency relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

APPROVED:

DIRECTOR:
County Social Service Agency

CONTRACTOR:
HABILITATIVE SERVICES, INC
Executive Director

By_____

By_____

Date_____

Date_____

CHAIRPERSON:
County Board of Commissioners

COUNTY ATTORNEY:
(as to form and execution)

By_____

By_____

Date_____

Date_____



Brown County
MINNESOTA

CONSENT AGENDA

Originating Department: Human Resources

Item: Staffing Report

Background:

Supporting Documents:

1. Staffing Report

Staffing Report						
Effective Date	Position	Department	Employee Name	Status	Notes	Number of Open positions
5/4/2026	30+ Bus Driver	Transit	William Helder	Offer Pending		1
4/17/2026	Election Judges - Temp	AT		Accepting Applications		10
5/20/2026	FT - Deputy Recorder	Recorder		Interviewing		1
5/20/2026	FT Dispatcher	Dispatch		Interviewing		1
6/9/2026	FT Deputy Sheriff	Sheriff		Accepting Applications		1
6/16/2026	FT-Park Manager	P & Z		Accepting Applications		1
6/16/2026	IT - Systems Administrator	IT		Accepting Applications		1
6/16/2026	FT - Dispatcher	Dispatch		Offer Pending		1
6/16/2026	FT - LB Supervisor	License Bureau	Katelyn Bartelt	Accepted Offer Grade 8, step 1 (\$29.85 hr)		Filled
4/17/2026	Public Health Summer Temp	PH	Maddie Eichstadt	Accepted Offer \$18 hr	5-10 hours per week	Filled
4/23/2026	PT <30 LB Technician	License Bureau	Megan Karau	Accepted Offer grade 5, step 1 (\$25.79 hr)	New Position	Filled
5/15/2026	Resident Park Caretaker	P&Z	Lynn Hage	Retiring effective 07/31/2026		
5/27/2026	PT <30 driver	Transit	Dennis Mangen	stepping down to an IPT position		
6/9/2026	PT <30 driver	Transit	Marvin Braun	Retiring effective 06/24/2026		
4/26/2026	FT - Dispatcher	Dispatch	Susan Buechner	BC withdrew offer		
2/24/2026	FT - LB Lead	License Bureau		On Hold		
4/25/2026	FT Jail Programmer	Corrections		Position Discontinued	Per JS	



REQUEST FOR BOARD ACTION

Requested Board Date: 6/23/2026

Requested Presentation Time (if applicable): With other HS Items

Item: Resolution No. 2026-18: 2027 Transit Budget Resolution and Bus Purchase (10 mins)

Originating Department: Human Services

Presenter: Patrick LaCourse, Heartland Express Manager, Anne Broskoff, Human Services Director

Board Action Requested:

Approve by Resolution No. 2026-18, the MnDOT 2027 Transit budget and bus purchase.

Background:

We are here again to let you know that we have completed our 2027 transit budget for both Heartland and Hermann Express. MnDOT permitted a 3% increase for a total 2027 budget of \$1,344,900. We have taken no increase in vehicle maintenance at \$32,190.00, which is the same as 2026. Insurance for our staff has taken a large increase of 15%, which has affected our budget, and we are working hard to keep our budget in check. Our fuel budget increased due to higher fuel prices. MnDOT has told us to plan for \$3.52 per gallon for fuel costs. Our largest item is our staffing, for which we are grateful to our amazing drivers, dispatchers, management, and office support personnel.

We also would like to take this time to thank John and Brian at the New Ulm Highway Department for always being able to help out when we need them, and we are grateful for their technical and mechanical knowledge. It is a huge help to our staff to have them available.

Finally, part of the resolution is for us to apply for a grant in 2027 to purchase a new transit vehicle, which will be a replacement for an older Heartland Express bus. It is important to stay on top of replacing transit vehicles, so that we do not have vehicles that are running past their useful life.

Supporting Documents:

1. Res_2026-18 2027 MnDOT Transit Agreement

Administrator's Comments:

Laura Whittington, Human Services
Anne Broskoff, Human Services
Sam Hansen, Administration

Created/Initiated - 6/17/2026
Approved - 6/17/2026
Final Approval - 6/18/2026

Resolution No 2026-18
Brown County Resolution
2027 MnDOT Transit Agreement

The following Resolution was offered by Commissioner and moved for adoption at a regular board meeting held on June 23rd, 2026, at the Brown County Courthouse, New Ulm, MN:

RESOLVED, that Brown County Human Services for Brown County Heartland/Hermann Express enter into a calendar year 2027 agreement with the State of Minnesota to provide public transit service in Brown County.

FURTHER RESOLVED, that Brown County Human Services DBA Brown County Heartland/Hermann Express agrees to provide a local share of up to 15% for operating cost, and up to 20% of the total capital costs.

FURTHER RESOLVED, that Brown County Heartland/Hermann Express agrees to provide 100% of the local share necessary for expenses that exceed funds available from the State.

FURTHER RESOLVED, that Brown County Heartland/Hermann Express authorizes the Human Services Director and or the Fiscal Officer to execute the agreement and any amendments.

NOW THEREFORE BE IT RESOLVED, that we do hereby accept the completed project for and in behalf of the County of Brown as specified herein.

Seconded by Commissioner and the same being put to a vote was duly carried.
This Resolution shall become effective immediately and without publication.

Adopted by the following vote: Ayes Nays .
Dated this 23rd day of June 2026.

Scott Windschitl
Chairman, Brown County

CERTIFICATION

State of Minnesota
County of Brown

I, Sam Hansen, duly appointed, qualified and acting County Administrator for the County of Brown, State of Minnesota, do hereby certify that I have compared the foregoing copy of a Resolution with the original minutes of the proceedings of the Board of County Commissioners, Brown County, Minnesota, at their session held on the 23rd day of June, 2026, now on file in my office, and have found the same to be a true and correct copy thereof.

Witness my hand and official seal at New Ulm, Minnesota, this 23rd day of June 2026.

Sam Hansen
County Administrator



REQUEST FOR BOARD ACTION

Requested Board Date: 6/23/2026

Requested Presentation Time (if applicable): with other Transit / HS Items

Item: Brown County Heartland/Hermann Express Procurement Policy (5 mins)

Originating Department: Human Services

Presenter: Patrick LaCourse, Heartland Express Manager, Anne Broskoff, Human Services Director

Board Action Requested:

Request approval of the OTAT approved procurement policy

Background:

Every few years, changes come along with the Federal Government, and they want certain policies to be followed and, since we are a sub-recipient of federal funds, OTAT has created a template for the new procurement policy. Most of the changes are in verbiage and some slight changes that do not affect us. We have made the changes and ask that you adopt the new policy as it is written.

Supporting Documents:

1. Transit Procurement Policy 2026

Administrator's Comments:

Laura Whittington, Human Services
Anne Broskoff, Human Services
Sam Hansen, Administration

Created/Initiated - 6/17/2026
Approved - 6/17/2026
Final Approval - 6/18/2026

BROWN COUNTY HEARTLAND/HERMAN EXPRESS PROCUREMENT POLICY



Policy Updated and approved by the Brown County Board of Commissioners on
June 23, 2026

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1. INTRODUCTION

1.1. Purpose

This policy establishes guidelines and minimum standards that (Brown County Heartland Hermann Express) will use in the management of its third-party contracts. This manual is intended to ensure that Brown County Heartland/Hermann Express complies with Federal Transit Administration (FTA) and the Minnesota Department of Transportation's standards to ensure full and open competition and equitable treatment of all potential sources for all purchases made with funding derived from the Federal, state, and local governments. In all purchasing activity, the goal of Brown County Heartland/Hermann Express is to ensure maximum open and free competition consistent with:

- FTA Circular 4220.1G "Third Party Contracting Guidance" or latest version thereof;
- FTA Circular 4220.1G "FTA Best Practices Procurement and Lessons Learned Manual"
- 2 CFR § 200.318 – 200.327

The goal of this procurement policy is to provide an atmosphere in which all procurement transactions will be conducted in a manner providing full and open competition while preventing the use of state or federal funds for unallowable costs, as discussed in 2 C.F.R. 200 and other applicable regulations. Brown County Heartland/Hermann Express outlines the local restrictions and guidance on unallowable costs within the Financial Policy. Our policy is Procurement Standards Policy.

When Brown County Heartland/Hermann Express undertakes any purchase utilizing FTA funds, this policy shall supersede any existing purchasing policy. When any conflict exists between this policy and the existing policies of the Brown County Heartland Hermann Express, the procedures in this policy shall prevail. If any employee of Brown County Heartland Hermann Express determines that a conflict exists between these policies and state or local law, Brown County Heartland Hermann Express shall contact MnDOT and communicate the conflict.

1.2. Third Party Contracting Capacity

FTA regulations (2 CFR § 200.319(c) and FTA Circular 4220.1G, Chapter III, § 3a) require (Brown County Heartland Hermann Express) to have written procurement procedures. This policy is designed to meet FTA and MnDOT's requirements in this regard.

1.3. Procurement Planning

Planning is Brown County Heartland Hermann Express first step in the procurement process. It is the process of deciding what to buy, when, and from what sources. In order to plan effectively, Brown County Heartland Hermann Express must have the internal organizational capability with the proper checks and balances to facilitate the procurement process with the highest degree of integrity. This includes having trained, experienced contract personnel that have the authority to contractually bind the agency. Furthermore, Brown County Heartland Hermann Express uses Federal funds in support of their procurement actions and must ensure that contract personnel are fully knowledgeable of the numerous laws and regulations that apply to funded procurements. Brown County Heartland Hermann

Express invests the time and resources to establish standards of conduct, organize effectively, and develop short- and long-range plans will avoid last minute, emergency or ill-planned procurements, which are contrary to open, efficient and effective procurements. FTA C. 4220.1G Best Practices.

1.4. Policy Review and Amendment

Once per year the (TRANSIT MANAGER, TRANSIT ASSISTANT MANAGER, HUMAN SERVICE DIRECTOR, OR HUMAN RESOURCE DIRECTOR and any employees the TRANSIT MANAGER requests to be present, shall meet and review this policy for revisions or updates that need to be made. The Board/Governing Body will be notified of changes to this policy at their next regularly scheduled meeting and at that time, adopt any revisions or updates to the Policy.

If any changes or revisions are adopted to this policy, Brown County Heartland Hermann Express will upload the updated policy to BlackCat with an indication of the date when the changes were made.

2. CODE OF ETHICS AND CONFLICT OF INTEREST POLICY

2.1. Purpose

Federal grant management rules (2 CFR § 200.318(c)(1)) require each recipient to maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. This policy must address:

- Personal conflicts of interest
- Gifts; and
- Violations.

2.2. Applicability

No employee, officer or agent may participate in the selection, award, or administration of a contract supported by a Federal award if they have a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. 2 C.F.R. 200.318(c)(1).

2.3. Gifts/Gratuities

No officer, employee, agent, or board member of Brown County Heartland Hermann Express, may solicit or accept gratuities, gifts, favors, or anything of monetary value from contractors or parties to subcontracts. 2 C.F.R. 200.318(c)(1).

2.4. Employee Conflicts of Interest

2.4.1. Conflicts of Interest

It shall be a breach of ethical standards for any Brown County Heartland Hermann Express listed employee or member to participate directly or indirectly in a procurement when the employee or member knows:

- The employee or any member of the employee's immediate family, board member, officer, agent, his or her partner, has a financial interest pertaining to the procurement;
- A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement; or
- Any other person, business or organization with whom the employee or any member of employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement. 2 C.F.R. 200.318(c)(1); FTA C. 4220.1G, Chapter. III(1)(a).

2.4.2. Discovery of Actual or Potential Conflict of Interest (Disqualification and Waiver)

Regardless of the organizational structure Brown County Heartland Hermann Express establishes for its procurement activities, a strong need for autonomy or independence of the procurement function from internal customers. It is very important that all procurement responsibilities are carried out without undue influence by the agency's internal customers and users of the goods and services procured. While the degree of autonomy and organizational reporting relationships will vary with the size of the organization and its established policies, autonomy enables procurement personnel to give unbiased consideration to procurement principles and requirements, as well as to the schedule, budget, functional and other requirements of the internal customers. The procurement personnel must be free from undue influence or pressure in the award and administration of contracts. (See 2 C.F.R. § 200.319 *General procurement standards*; FTA Circular 4220.1G, Chapter IV, paragraph 3 – *Third Party Contracting Capacity*; and FTA Best Practices 2.2)

Remedies **Error! Bookmark not defined.** FTA **Error! Bookmark not defined.** expects the recipient **Error! Bookmark not defined.** to analyze each planned acquisition in order to identify and evaluate **Error! Bookmark not defined.** potential organizational conflicts of interest as early in the acquisition process **Error! Bookmark not defined.** as possible, and avoid, neutralize, or mitigate potential conflicts before contract award **Error! Bookmark not defined.** FTA C. 4220.1G, Chapter. VI(2)(h).

Upon discovery of an actual or potential conflict of interest, an employee participating directly or indirectly in a procurement shall:

- Promptly file a written statement of disqualification with the Procurement Officer; and
- Withdraw from further participation in the procurement.

The employee may, at the same time, request from the Procurement Officer, an advisory opinion as to what further participation, if any, the employee may have in the procurement. It shall be at the sole discretion of the Procurement Officer to determine if the employee may have any further participation in the procurement and, if so, the extent to which the employee may participate. Any employee who fails to comply with the provisions of this paragraph may be subject to disciplinary action.

2.4.3. Employee Disclosure Requirements

A (Brown County Heartland Hermann Express) employee, who has reason to believe that they or their immediate family have an interest that may be affected by their official acts or actions as a Brown County Heartland Hermann Express employee or by the official acts or actions of Brown County Heartland Hermann Express, shall disclose the precise nature and value of such interest in a written disclosure statement to the Procurement Officer. The employee's disclosure statement will be reviewed

by the Procurement Officer and the Procurement Officer will respond to the employee in writing with an opinion as to the propriety of said interest.

In the event that the Procurement Officer has reason to believe that they or their immediate family has an interest that may be affected by their official acts or actions as a (Brown County Heartland Hermann Express) employee or by the official acts or actions of Brown County Heartland Hermann Express, they shall disclose the precise nature and value of such interest in a written disclosure statement to the Transit Manager.

2.4.4. Confidential Information

A (Brown County Heartland Hermann Express) employee may not directly or indirectly make use of, or permit others to make use of, for the purpose of furthering a private interest, confidential information acquired by virtue of their position or employment with Brown County Heartland Hermann Express 2 C.F.R. 200.303(e).

2.5. Organizational Conflicts of Interest

The Procurement Officer and technical personnel are encouraged to closely scrutinize all situations that appear to have the potential for an organizational conflict of interest.

Organizational conflicts of interest may result in bias and potentially provide an unfair competitive advantage to a potential offeror. An organizational conflict of interest occurs due to the type of work to be performed under a third-party contract, or because of other activities or relationships such as:

- A contractor who is unable, or potentially unable, to render impartial assistance or advice to the Subrecipient;
- A contractor's whose objectivity in performing contract work is or might be impaired;
- A contractor who has an unfair competitive advantage; or
- An organization that has a parent, affiliate, subsidiary or similar organizational relationship with (Brown County Heartland Hermann Express).

Bias arises when a contractor is placed in a situation where there may be an incentive to distort advice or decisions. Whenever a contract is awarded that involves the rendering of advice, the question must always be asked as to whether the potential for a conflict of interest exists for the contractor rendering the advice. Brown County Heartland Hermann Express will utilize a "Conflict of Interest Disclosure Statement," in its solicitation when contracting for services of this nature. 2 C.F.R. 200.318(c)(2); 2 C.F.R. 200.319(b).

2.6. Penalties

Employees who violate this policy shall be subject to disciplinary action. A first violation shall be reviewed by the (TRANSIT MANAGER or HUMAN RESOURCES) and may result in a verbal reprimand, termination, or other action as recommended by the (TRANSIT MANAGER or HUMAN RESOURCE DIRECTOR). A second violation of this policy shall result in termination.

Upon the discovery of an actual or potential conflict of interest, an employee participating directly or indirectly in a procurement shall 1) promptly file a written statement of disqualification with the DIRECTOR AND/OR HUMAN RESOURCE DIRECTOR and 2) withdraw from further participation in the

procurement. The employee may request from the DIRECTOR AND/OR HUMAN RESOURCE DIRECTOR an advisory opinion as to what further participation, if any, the employee may have in the procurement.

The DIRECTOR AND/OR HUMAN RESOURCE DIRECTOR shall have sole discretion—considering the type of conflict of interest, the degree to which the employee may have dual interests in the procurement outcome, and the knowledge and ability of other members of the staff to handle the procurement without that employee—to determine if and to what extent the employee may participate further in the procurement.

3. BROWN COUNTY HEARTLAND HERMANN EXPRESS RESPONSIBILITIES

3.1. Third-Party Contracting Capacity

Brown County Heartland Hermann Express must maintain adequate technical capacity to carry out its FTA and State assisted projects and comply with Federal and State rules. Brown County Heartland Hermann Express's third party contracting capability must be adequate to undertake its procurements effectively and efficiently in compliance with applicable Federal, state, and local requirements. FTA C. 4220.1G, Chapter. 3(3).

3.2. Contract Administration System

Brown County Heartland Hermann Express must maintain a contract administration system to ensure that it and its third-party contractors comply with the terms, conditions, and specifications of their contracts or purchase orders and applicable Federal, state and local requirements. See Section 6 of this policy for a full discussion of contract administration. FTA C. 4220.1G, Chapter. 3(3).

3.2.1. Adequate Third-Party Contract Provisions

Brown County Heartland Hermann Express must include provisions in all of its third-party contracts that are adequate to form a sound and complete agreement. Provisions identified in the solicitation must be carried over into the contract. FTA C. 4220.1G, Chapter. 3(3)(b).

3.2.2. Revenue Contracts

Brown County Heartland Hermann Express may enter into a revenue contract with a third-party to generate revenues in connection with a transit related activity, or to create business opportunities utilizing an FTA or State funded asset. Any such said contract opportunity will follow open and competitive selection procedures and principles outlined herein. FTA C. 4220.1G, Chapter. 2(b)(3).

3.2.3. Record Keeping

Brown County Heartland Hermann Express must prepare and maintain adequate and readily accessible project performance and financial records, covering procurement transactions as well as other aspects of project implementation. Brown County Heartland Hermann Express must maintain these records in the event of litigation or in other limited circumstances, until six years (in accordance with MN State Record Retention requirements) after Brown County Heartland Hermann Express and any contractors or subcontractors have made final payment and all other pending matters are closed. Specific record keeping requirements include:

- (a) Written Record of Procurement History – Brown County Heartland Hermann Express must maintain and make available to MnDOT and FTA written records detailing the history of each

procurement. For all procurements above the micro-purchase level Brown County Heartland Hermann Express must maintain records relating to:

- (1) Procurement Method – Brown County Heartland Hermann Express must provide its rationale for the method of procurement it used for each contract, including a sole source justification for any acquisition that does not qualify as competitive;
 - (2) Contract Type – Brown County Heartland Hermann Express must state the reasons for selecting the contract type it used;
 - (3) Contractor Selection – Brown County Heartland Hermann Express must state its reasons for contractor selection or rejection;
 - (4) Contractor Responsibility – Brown County Heartland Hermann Express must provide a written determination of responsibility for the successful contractor;
 - (5) Cost or Price – Brown County Heartland Hermann Express must evaluate and state its justification for the contract cost or price; and
 - (6) Reasonable Documentation – Brown County Heartland Hermann Express must retain documentation commensurate with the size and complexity of the procurement.
 - (7) Vendor Verification – Brown County Heartland Hermann Express must include verification of acceptance with a selected vendor/supplier/manufacturer through the Federal System of Award Management (SAM) for each project and associated project file.
- (b) Access to Records – Brown County Heartland Hermann Express must provide FTA and MnDOT officials, Minnesota Department of Management and Budget, the State Auditor, or any of their representatives, access to and the right to examine and inspect all records, documents, and papers, including contracts, related to any FTA project financed with Federal assistance. 2 C.F.R. 200.334.

3.3. Determination of Needs

Brown County Heartland Hermann Express must maintain and follow adequate procedures for determining the types and amounts of products and services it needs to acquire. (Brown County Heartland Hermann Express) shall comply with the following requirements when determining the types and amounts of products and services it needs to acquire:

3.3.1. Eligibility

All products and services to be acquired with FTA or State funds must be eligible under the Federal or State law authorizing the FTA or State assistance award and any regulations thereunder. All products and services to be acquired with FTA or State funds must also be eligible for support within the scope of the underlying grant or cooperative agreement from which the FTA or State assistance to be used is derived. FTA C. 4220.1G, Chapter. IV(2).

3.3.2. Necessity

Brown County Heartland Hermann Express shall adhere to the following standards for avoiding the purchase of duplicative and/or unnecessary products and services it does not need. FTA C. 4220.1G, Chapter. IV(1)(b).

3.3.2.1. Unnecessary Reserves

Brown County Heartland Hermann Express shall limit the acquisition of Federally or State-assisted property, goods, and services to the amount it needs to support its operations. FTA C. 4220.1G, Chapter. IV(1)(b)(1).

3.3.2.2. Acquisition for Assignment Purposes

Brown County Heartland Hermann Express shall contract only for its current and reasonably expected public transportation needs and shall not add quantities or options to third-party contracts solely to permit assignment to another party at a later date. These limits on assignments, however, do not preclude joint procurements that are entered into simultaneously by two or more parties to obtain advantages unavailable for smaller procurements. FTA C. 4220.1G, Chapter. IV(1)(b)(2).

- (a) General Prohibition – Brown County Heartland Hermann Express may contract only for its current and reasonably expected public transportation needs and may not add quantities or options to third-party contracts solely to permit assignment to another party at a later date.
- (b) Exceptions – These limits on assignments, however, do not preclude:
 - (1) Joint Procurements – Brown County Heartland Hermann Express and one or more other FTA recipients may enter into a single procurement at the same time to obtain advantages unavailable for smaller procurements.
 - (2) Participation in MnDOT Sponsored Vehicle Procurements – Brown County Heartland Hermann Express may enter into contracts developed by the State of Minnesota to acquire vehicles. See Section 4.3 of this policy for a full discussion of state government purchasing schedules and contracts.
- (c) Procurement Size – For every procurement, Brown County Heartland Hermann Express shall consider whether to consolidate or break out the procurement to obtain the most economical purchase. Absent efforts to foster greater opportunities for Disadvantaged Business Enterprises (DBEs), small and minority firms and women's business enterprises, Brown County Heartland Hermann Express shall not split a larger procurement merely to gain the advantage of micro-purchase or small purchase procedures.
- (d) Options – Brown County Heartland Hermann Express shall justify, as needed, all option quantities included in every solicitation and contract. An option is a unilateral right in a contract by which, for a specified time, Brown County Heartland Hermann Express may acquire additional equipment, supplies, or services than originally procured. An option may also extend the term of the contract.
- (e) Lease Versus Purchase – Brown County Heartland Hermann Express shall review lease versus purchase alternatives for acquiring property and shall prepare or obtain an analysis to determine the most economical alternative. If Brown County Heartland Hermann Express chooses to lease an asset then it must prepare a written comparison of the cost of leasing the asset compared with the cost of purchasing or constructing the asset.

- (f) Lease of Rolling Stock – For rolling stock and related equipment, the Fixing America's Surface Transportation (FAST) Act requires Brown County Heartland Hermann Express to submit a report to MnDOT, on behalf of FTA, within three years of executing a rolling stock lease that includes: (1) An evaluation of the overall costs and benefits of leasing rolling stock; and (2) A comparison of the expected short-term and long-term maintenance costs under a lease versus maintenance costs when buying rolling stock.
- (g) Specifications – (Brown County Heartland Hermann Express)'s procurement specifications shall clearly describe the products or services to be procured and shall state how the proposals will be evaluated. Brown County Heartland Hermann Express's procurement specifications shall not be exclusionary, discriminatory, unreasonably restrictive, or otherwise in violation of Federal or Minnesota laws or regulations.

3.4. Contractor Responsibilities

(Brown County Heartland Hermann Express), in awarding contracts financed in whole or in part with FTA financial assistance, shall follow guidance in this section to evaluate contractor capabilities to perform the contract.

In addition to the Federal rules (2 CFR § 200.318(h)) that require contract awards be made only to responsible contractors, Federal law at 49 U.S.C. § 5325(j) and State Statute (174.24) (177.43 and 16C.09) limits third-party contractor awards to those contractors capable of successfully performing under the terms and conditions of the proposed contract. Before selecting a contractor for award, (Brown County Heartland Hermann Express) must consider such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

3.4.1. Debarment and Suspension

Debarment and suspension regulations and guidance include the following provisions.

3.4.1.1. DOT Debarment and Suspension Regulations

U.S. Department of Transportation (DOT) regulations apply to each third-party contract at any tier of \$25,000 or more, to each third party contract at any tier for a federally required audit (irrespective of the contract amount), and to each third party contract at any tier that must be approved by an FTA official irrespective of the contract amount (2 C.F.R.1200). (Brown County Heartland Hermann Express) shall apply DOT's debarment and suspension requirements to itself and each third-party contractor at every tier to the extent required by DOT's regulations that incorporate the requirements of the Office of Management and Budget (OMB), "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)" (2 C.F.R. 180).

3.4.1.2. System for Award Management

(Brown County Heartland Hermann Express) will search and ensure that every offeror considered appears as a registered vendor within the results of a SAM.gov search and print the screen with the results of the search to be included in the procurement file. It is the policy of (Brown County Heartland Hermann Express) to verify that the prospective third-party vendor is not listed as a debarred contractor on SAM.

3.4.2. Lobbying Certification and Disclosure

If a third-party contract will exceed \$100,000, before awarding the contract, Brown County Heartland Hermann Express will obtain a signed lobbying certification, and if applicable, a lobbying disclosure from a prospective third party contractor (see DOT regulations, "New Restrictions on Lobbying," 49 CFR Part 20, modified as necessary by 31 U.S.C. Section 1352).

3.4.3. Required Contract Clauses

In addition to the requirements outlined above, there are various required clauses that may apply to (Brown County Heartland Hermann Express)'s third-party contracts, depending upon the type of procurement and the anticipated dollar value of said contract. It is the responsibility of Brown County Heartland Hermann Express to assess each procurement and determine the applicable FTA third party terms and conditions that should be included in the solicitation and contract documents. Coordination with MnDOT on the appropriate clauses will be completed. These clauses may include:

- All FTA Assisted Third Party Contracts and Subcontracts:
 - No Federal government obligation to third-parties
 - False or fraudulent statements or claims
 - Access to records
 - Federal changes
 - Civil rights
 - Incorporation of FTA terms
 - Energy conservation
 - Safe operation of motor vehicles
 - Prohibition on certain telecommunications and video surveillance services or equipment
- Contracts Exceeding \$10,000:
 - Termination provisions
- Contracts Exceeding \$25,000:
 - Debarment and suspension
 - Notice regarding disputes, breaches, defaults, and litigation
- Contracts Exceeding \$100,000:
 - Byrd Anti-Lobbying Amendment
- Contracts Exceeding \$150,000:
 - Clean Air Act
 - Federal Water Pollution Control Act
 - Build America, Buy America ("BABA") & Buy America ("BA") (procurements involving iron, steel, manufactured products, and constructions materials)
- Contracts Exceeding the Simplified Acquisition Threshold:
 - Legal remedies for violation or breach
- Contracts for Construction:
 - Davis-Bacon Act
 - Copeland Anti-Kickback Act
 - Contract Work Hours and Safety Standards Act
 - Seismic safety
 - Veterans hiring preference
 - Bonding
- Contracts for Transit Operations:
 - School bus restrictions

- Charter bus restrictions
- Transit employee protective arrangements
- Substance abuse requirements
- Miscellaneous:
 - Conformance with Intelligent Transportation Systems (ITS) national architecture
 - Cargo preference
 - Fly America
 - Patent rights
 - Rights in data and copyrights
 - Procurement of recovered materials
 - Domestic Preference
- Rolling Stock Certifications:
 - Bus testing
 - Transit Vehicle Manufacturer (TVM) compliance with DBE requirements
 - Pre-Award Buy America Certification
 - Pre-Award Purchaser's Requirements
 - Pre-Award Federal Motor Vehicle Safety Standards (FMVSS) Certification
 - Post-Delivery Buy America Certification
 - Post-Delivery Purchaser's Requirements
 - Post-Delivery FMVSS Certification

FTA C. 4220.1G, Matrix D; *see also* FTA Master Agreement.

3.5. Bonding

Some procurements may necessitate Brown County Heartland Hermann Express to require the vendor to submit a bid bond, performance bond, or payment bond (typically construction projects).

3.5.1. Thresholds

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, when bonding is required, MnDOT may accept the bonding policy and requirements of the Subrecipient provided that MnDOT has made a determination that the Federal interest is adequately protected.

3.5.2. Acceptable Sureties

Federal rules for non-governmental recipients requires the non-governmental recipient to obtain construction bonds from companies holding certificates of authority as acceptable sureties under Department of the Treasury regulations, "Surety Companies Doing Business with the United States," (31 CFR Part 223). For a current list of approved sureties, see Department of the Treasury's Listing of Approved Sureties (Department Circular 570). As FTA encourages governmental recipient to require similarly acceptable sureties, it shall be the policy of Brown County Heartland Hermann Express to such accept sureties.

3.6. Preference for U.S. Property—Buy America

Any contract exceeding \$150,000 entered into by Brown County Heartland Hermann Express with FTA assistance requires that all iron, steel, manufactured products (including rolling stock), and construction materials used are produced or manufactured in the United States, unless FTA has granted a waiver authorized by Buy America regulations. FTA cautions that its Buy America regulations are complex and

different from the Federal “Buy American Act” regulations in FAR Subparts 25.1 and 25.2. FTA C. 4220.1G, Chapter. IV.

FTA may obligate an amount for a project only if the steel, iron, manufactured goods, and construction materials used in the project are produced in the United States under the Build America, Buy America Act (BABA), Pub. L. 117-58, §§ 70901–27 incorporated under 49 U.S.C. 5323(j).

Brown County Heartland Hermann Express will, to the great practical extent consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States of America, even when Buy America and other regulations do not apply. 2 C.F.R. § 200.322

3.7. Accessibility

Facilities to be used in public transportation service must comply with 42 U.S.C. Sections 12101 *et seq.* and DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 CFR § 37; and Joint ATBCB/DOT regulations, “Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 CFR § 1192 and 49 CFR § 38. Notably, DOT incorporated by reference the ATBCB’s “Americans with Disabilities Act Accessibility Guidelines” (ADAAG), revised July 2004, which include accessibility guidelines for buildings and facilities, and are incorporated into Appendix A to 49 CFR Part 37. DOT also added specific provisions to Appendix A modifying the ADAAG, with the result that buildings and facilities must comply with both the ADAAG and amendments thereto in Appendix A to 49 CFR Part 37.

4. SOURCES OF ACQUISITIONS

4.1. Force Account

Force account means use of Brown County Heartland Hermann Express's own labor forces and equipment to undertake a project (typically construction, renovation, or repair). The use of force account labor is a project management function, rather than a procurement and contract administration function, except in the general sense of the Subrecipient’s ability to perform work with its own forces rather than contracting with another entity to acquire the property or services it needs, and the cost implications of the recipient’s decision. Brown County Heartland Hermann Express does not charge force account labor to its FTA grants. FTA C. 4220.1G, Chapter. V(1).

4.2. Joint Procurements

Brown County Heartland Hermann Express may participate in joint procurements whereby Brown County Heartland Hermann Express and one or more other entities agree from the outset to use a single solicitation document and enter into a single contract with a vendor for delivery of products or services. The following requirements apply to Brown County Heartland Hermann Express’s participation in joint procurements:

- Solicitation documents may not be drafted for the purpose of accommodating the needs of other parties that may later want to participate in the benefits of the contract.

- (Brown County Heartland Hermann Express) is responsible for ensuring that the joint procurement solicitation and contract complies with all Federal and State requirements and that the solicitation document and contract includes all required clauses and certifications. FTA C. 4220.1G, Chapter. V(3).

4.3. State or Local Government Purchasing Schedules or Purchasing Contracts

4.3.1. Definition

FTA uses the term “state or local government purchasing schedule” to mean an arrangement that a State or local government has established with several vendors in which those vendors agree to provide essentially an option to the State or local government, and its subordinate government entities, to acquire specific property or services in the future at established prices. These arrangements are somewhat similar to the General Services Administration’s (GSA) Cooperative Purchasing Program available for Federal Government use. (FTA C. 4220.1G Chapter I 5.cc.)

4.3.2. Small Quantity Conditions for Rolling Stock

To the extent practicable, Brown County Heartland Hermann Express will use the innovative procurement tools authorized under section 3019 of the FAST Act. If Brown County Heartland Hermann Express conducts a stand-alone procurement (i.e., not part of a state contract or joint/cooperative procurement) for fewer than five buses, it must prepare a written justification for not using an authorized “innovative procurement tool” pursuant to 49 USC § 5339(a)(10)(B).

4.3.3. Applicability of Federal Provisions

When obtaining property or services in this manner, Brown County Heartland Hermann Express must ensure all Federal requirements, required clauses, and certifications (including Buy America) are properly followed and included, whether in the master intergovernmental contract or in the recipient's purchase document. While MnDOT takes all precautions to ensure that such provisions are in the original solicitation and contract documents, it is ultimately Brown County Heartland Hermann Express’s responsibility to ensure such documents and certifications are obtained. Solicitation of these vendors is conducted in the same manner as any other procurement.

If such requirements, clauses, and certifications were not included in the original purchase solicitation and contracts, Brown County Heartland Hermann Express may request the vendor to append the required Federal clauses in the purchase order or other document that effects the Brown County Heartland Hermann Express's procurement. When this method is used, Brown County Heartland Hermann Express shall obtain Buy America certification before entering into the purchase order. This method cannot be used to circumvent FTA’s Buy America requirements.

4.3.4. Existing Contracts

Brown County Heartland Hermann Express may use existing contract rights as an acquisition source. An “existing contract” means a contract that, when formed, was intended to be limited to the original parties thereto. FTA C. 4220.1G, Chapter. V(8).

4.3.4.1. Permissible Actions

Within the conditions set forth below, Brown County Heartland Hermann Express may use existing contract rights held by another recipient of FTA assistance:

(a) Exercise of Options – Brown County Heartland Hermann Express may use contract options held by another recipient of FTA assistance with the following limitations:

- (1) Consistency with the Underlying Contract – Brown County Heartland Hermann Express must ensure that the terms and conditions of the option it seeks to exercise are substantially similar to the terms and conditions of the option as stated in the original contract at the time it was awarded.
- (2) Price – Brown County Heartland Hermann Express may not exercise an option unless it has determined that the option price is better than prices available in the open market, or that when it intends to exercise the option, the option is more advantageous.
- (3) Awards Treated as Sole Source Procurements – The following actions constitute sole source awards:
 - i. Failure to Evaluate Options Before Awarding the Underlying Contract – If a contract has one or more options and those options were not evaluated as part of the original contract award, exercising those options after contract award will result in a sole source award.
 - ii. Negotiating a Lower Option Price – Exercising an option after Brown County Heartland Hermann Express has negotiated a lower or higher price will also result in a sole source award unless that price can be reasonably determined from the terms of the original contract, or that price results from Federal actions that can be reliably measured.

(b) Assignment of Contract Rights ("Piggybacking") – If Brown County Heartland Hermann Express finds that it has inadvertently acquired contract rights in excess of its needs, it may assign those contract rights to another MnDOT subrecipient if the original contract contains an assignability provision that permits the assignment of all or a portion of the specified deliverables under the terms originally advertised, competed, evaluated, and awarded, or contains other appropriate assignment provisions. Brown County Heartland Hermann Express may use contractual rights through assignment from another recipient of FTA assistance after first determining the contract price remains fair and reasonable, and the contract provisions are adequate for compliance with all Federal requirements. Brown County Heartland Hermann Express need not perform a second price analysis if a price analysis was performed for the original contract; however, Brown County Heartland Hermann Express must determine whether the contract price or prices originally established are still fair and reasonable before using those rights. Brown County Heartland Hermann Express shall be responsible for ensuring the contractor's compliance with FTA's Buy America requirements and execution of all the required pre-award and post-delivery Buy America review certifications. Before proceeding with the assignment, however, Brown County Heartland Hermann Express shall review the original contract to be sure that the quantities the assigning recipient acquired, coupled with the quantities that Brown County Heartland Hermann Express seeks, do not exceed the amounts available under the assigning recipient's contract.

4.3.4.2. Impermissible Actions

Brown County Heartland Hermann Express may not use Federal assistance to finance:

- (a) Improper Contract Expansion – A contract has been improperly expanded when it includes a larger scope, greater quantities, or options beyond the recipient's reasonably anticipated needs. A contract has also been improperly expanded when excess capacity has been added primarily to permit assignment of those contract rights to another entity.
- (b) Cardinal Changes – A significant change in contract work that causes a major deviation from the original purpose of the work or the intended method of achievement, or causes a revision of contract work so extensive, significant, or cumulative that, in effect, the contractor is required to perform very different work from that described in the original contract, is a cardinal change or "tag-on". A change within the scope of the contract is not a cardinal change or "tag-on".

5. PROCEDURES FOR OPEN MARKET PROCUREMENTS

5.1. Solicitation of Competitive Price Quotes, Bids or Proposals

Compliance with the solicitation procedures described in Section 5.4 below will fulfill FTA requirements for "full and open competition." 2 C.F.R. 200.319(a).

5.2. Solicitation Requirements and Restrictions

Every procurement solicitation that Brown County Heartland Hermann Express issues above the micro-purchase level (currently established in Federal guidance at \$15,000), must include the following information and be advertised in a manner that ensures adequate and open competition. 2 C.F.R. 200.319(d).

5.2.1. Description of the Property or Services

The solicitation and the contract awarded thereunder must include a clear and accurate description of Brown County Heartland Hermann Express's technical requirements for the products or services to be acquired in a manner that provides for full and open competition. 2 C.F.R. 200.319(d)(1).

5.2.1.1. Descriptive Elements

Brown County Heartland Hermann Express will prepare descriptions of property, goods, or service in terms of functions to be performed or level of performance required, including the range of acceptable characteristics or minimum acceptable standards. Detailed product specifications should be avoided if at all possible; however, there is no prohibition against their use when appropriate. 2 C.F.R. 200.319(d)(1).

5.2.1.2. Quantities

Additional quantities or options above Brown County Heartland Hermann Express's needs at the time of acquisition may not be added to contracts solely to allow assignment of those quantities or options at a later date. FTA C. 4220.1G, Chapter. VI(2)(d).

5.2.1.3. Brand Name or Equal

When it is impractical or uneconomical to provide a clear and accurate description of the technical requirements of the property to be acquired, a “brand name or equal” description may be used to define the performance or other salient characteristics of a specific type of property. The salient characteristics of the named brand that bidders or offerors must provide must be identified. 2 C.F.R. 200.319(b)(6).

5.2.1.4. Prohibited Practices

Solicitations with requirements that contain features that unduly restrict competition may not be used. Brown County Heartland Hermann Express shall not:

- Impose unreasonable business requirements for bidders or offerors.
- Impose unnecessary experience requirements for bidders and offerors.
- Use prequalification procedures that conflict with the prequalification standards described in Section 5.3.
- Make a noncompetitive award to any person or firm on a retainer contract with Brown County Heartland/Hermann Express if that award is not for the property or services specified for delivery under the retainer contract.
- Impose unreasonable restrictive bonding requirements on bidders and offerors in excess of FTA and state requirements.
- Specify only a “brand name” product without allowing offers of an “equal” product, or allowing an “equal” product without listing the salient characteristics that the “equal” product must meet to be acceptable for award.
- Specify in-state or local geographical preferences or evaluating bids or proposals in light of in-state or local geographic preferences, even if those preferences are imposed by State or local laws or regulations. The only exception expressly mandated or encouraged by Federal law that may be applicable to Brown County Heartland Hermann Express is the procurement of Architectural and Engineering (A&E) Services. Geographic location may be a selection criterion in the procurement of A&E services if an appropriate number of qualified firms are eligible to compete for the contract in view of the nature and size of the project.
- Engage in practices that result in organizational conflicts of interest. An organizational conflict of interest occurs when any of the following circumstances arise:
 - Lack of Impartiality or Impaired Objectivity – When the bidder or offeror is unable, or potentially unable, to provide impartial and objective assistance or advice to Brown County Heartland Hermann Express Transit due to other activities, relationships, contracts, or circumstances.
 - Unequal Access to Information – When the bidder or offeror has an unfair competitive advantage through obtaining access to nonpublic information during the performance of an earlier contract.
 - Biased Ground Rules – When during the conduct of an earlier procurement, the bidder or offeror has established the ground rules for a future procurement by developing specifications, evaluation factors, or similar documents.
- Support or acquiesce in noncompetitive pricing practices between firms or between affiliated companies.
- Take any arbitrary action in the procurement process. 2 C.F.R. 200.319.

5.2.2. Evaluation Factors.

All solicitations shall identify all factors to be used in evaluating bids or proposals. At the discretion of Procurement Officer, the relative order of importance and/or weights shall be communicated to prospective offerors. FTA C. 4220.1G, Chapter. VI (2)(f)

5.2.3. Permissible Contract Types

(Brown County Heartland Hermann Express) shall state the type of contract that will be awarded in all solicitation documents. The following types of contracts will typically be executed with the successful vendor:

5.2.3.1. Firm Fixed Price

A firm fixed price contract includes a price that remains fixed irrespective of the contractor's cost experience in performing the contract. A firm fixed price contract may include an economic price adjustment provision, incentives, or both.

5.2.3.2. Cost Reimbursement

A cost-reimbursement contract provides for payment of the contractor's allowable incurred costs, to the extent prescribed in the contract. Allowable costs may include incentives if the recipient believes they can prove helpful. Cost-reimbursement contracts are suitable for use only when uncertainties involved in contract performance do not permit costs to be estimated with sufficient accuracy to use any type of fixed price contract.

5.2.4. Prohibitive or Restricted Contract Types

The following contract types are prohibited or restricted:

5.2.4.1. Cost Plus Percentage of Cost

Cost plus Percentage of Cost type contracts are prohibited.

5.2.4.2. Time and Materials

Time and Materials type contracts may be used only after a written determination is made that no other contract type is suitable. In addition, the contract between Brown County Heartland Hermann Express and the Contractor must specify a ceiling price that the Contractor may not exceed except at its own risk.

5.2.5. Other Federal Requirements Affecting the Property or Services to be Acquired

The solicitation and resulting contract must identify those Federal requirements that will affect contract scope and performance.

5.2.6. Other Federal Requirements Affecting the Bidder or Offeror and the Contractor

The solicitation and resulting contract must identify all Federal requirements that a bidder or offeror must fulfill before and during contract performance.

5.2.7. Reservation of Right to Award to Other Than the Low Bidder or Offeror

The solicitation must specifically reserve Brown County Heartland Hermann Express right to award a contract to other than the low bidder or offeror. If the solicitation documents do not specify this right, Brown County Heartland Hermann Express will be obligated to award the contract to the low bidder.

5.2.8. Reservation of Right to Reject All Bids or Offers

The solicitation must specifically reserve Brown County Heartland Hermann Express's right to reject all bids or offers.

5.3. Methods of Procurement

Brown County Heartland Hermann Express shall use competitive procedure(s) appropriate for the acquisition undertaken. The procedures used must comply with Minnesota and local law as well as with Federal requirements. Federal restrictions vary with the type of procurement method used. The following guidance is based on the requirements of 2 CFR § 200.318 – 200.326, supplemented by FTA and State policies that address the needs of FTA recipients.

5.3.1. Informal Procurements: Micro Purchases

5.3.1.1. Definition

Per 2 C.F.R. 200.320, micro-purchases are those purchases of products and services that cost \$15,000 or less (or current threshold established by Federal Acquisition Regulations (FAR)); for purposes of this policy, Brown County Heartland Hermann Express will use \$15,000 as the threshold for relatively simple purchases as a means to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost.

5.3.1.2. Approval Authority

Micro-purchases must be approved in writing by one of the following Brown County Heartland Hermann Express employees:

- Procurement Director
- Transit Manager

5.3.1.3. Competition

Brown County Heartland Hermann Express may acquire products and services valued at less than (Micro Purchase Limit) without obtaining competitive quotations. Micro-purchases should be distributed equitably among qualified suppliers.

Micro purchases are exempt from FTA's Buy America requirements. Davis-Bacon prevailing wage requirements, however, will apply to construction contracts exceeding \$2,000, even though the recipient uses micro-purchase procurement procedures. 2 C.F.R. 200.320(a)(1)(ii).

5.3.1.4. Prohibited Divisions

The size or dollar value of procurements may not be divided or reduced merely to come within the micro purchase limit. The only allowable exception to this restriction is for the express purpose of fostering greater participation of DBEs, small and minority firms and women's business enterprises in Brown County Heartland Hermann Express's Federally assisted procurements. FTA C. 4220.1G, Chapter. VI (3)(b).

5.3.1.5. Documentation

Every micro-purchase must be accompanied by a written determination that the price is fair and reasonable and a description of how that determination was made. FTA C. 4220.1G, Chapter. VI(3)(a)(3)(c).

5.3.2. Informal Procurements: Small Purchases

5.3.2.1. Definition

FTA defines small purchases as those purchases of products and services, including construction services, that cost greater than \$15,000 but not more than \$350,000 (or current threshold established by Federal Acquisition Regulations (FAR)). For purposes of this policy, (Brown County Heartland Hermann Express) will consider small purchase those that cost greater than \$15,000 but not more than \$350,000.

OR (Governmental Agencies to consider) This aligns perfectly with what Brown County has in their policy.

Minnesota law, which is applicable to Brown County Heartland Hermann Express per Minn. Stat. 471.345, defines small purchases as those purchases of products and services, including construction services, that cost greater than \$15,000 but not more than \$175,000. For purposes of this policy, Brown County Heartland/Hermann Express will consider small purchase those that cost greater than \$15,000 but not more than \$175,000.

5.3.2.2. Approval Authority

Small purchases must be approved in writing by one of the following Brown County Heartland Hermann Express employees:

- Transit Manager
- Human Service Director
- Governing Board
- Other identified per local decision

5.3.2.3. Required Competition

Price or rate quotations must be obtained from an adequate number of qualified sources. It is the responsibility of Brown County Heartland Hermann Express to ensure that an adequate number of quotations, bids, or proposals are received. 2 C.F.R. 200.320(2)(i).

5.3.2.4. Prohibited Divisions

The size or dollar value of procurements may not be divided or reduced merely to come within the small purchase limit. The only allowable exception to this restriction is for the express purpose of fostering greater participation of DBEs, small and minority firms and women's business enterprises in Brown County Heartland Hermann Express's Federally assisted procurements. FTA C. 4220.1G, Chapter. IV(3)(a)(3)(b).

5.3.2.5. Documentation

Every small purchase must be documented in the grantee's written procurement history file. The level of documentation is stipulated in Section 6.6.1. 2 C.F.R. 200.334.

For small purchases, price quotations may be oral or written.

5.3.2.6. Special Considerations

Brown County Heartland Hermann Express reserves the right to use formal purchase methods, even if small purchase thresholds are met, if the Procurement Officer believes it is in the best interests of the Brown County Heartland Hermann Express to do so.

5.3.3. Formal Procurements

5.3.3.1. Definition

Formal purchases are those purchases of products and services that cost greater than the current Federal threshold of \$350,000. For purposes of this policy, Brown County Heartland Hermann Express will use formal procedures for all purchases over \$350,000 (or current threshold established by Federal Acquisition Regulations (FAR)). 2 C.F.R. 200.320(b); FTA C. 4220.1G.

OR (Governmental Agencies to consider) This aligns perfectly with Brown County policies.

Per Minn. Stat. 471.345, formal purchases are those purchases of products and services that cost greater than the current state threshold of \$175,000. For purposes of this policy, Brown County Heartland Hermann Express will use formal procedures for all purchases over \$175,000.

5.3.3.2. Approval Authority

Large purchases must be approved in writing by the following Brown County Heartland Hermann Express employees or officials:

- Transit Manager
- Governing Board
- Other local identified officials

No further delegation of approval authority for large purchases may be made.

5.3.3.3. Procurement Methods

There are two primary methods of procurement for large purchases of products and services:

- Sealed Bid method (IFB); and
- Competitive Proposal (RFP) method.

5.3.3.4. Required Competition

Formal bids and competitive proposals must be publicly advertised. 2 C.F.R. 200.320(b).

For formal purchases by the sealed bid method of procurement, two or more responsible bidders must be willing and able to compete effectively for the business. 2 C.F.R. 200.320(b)(1)(i)(B).

For formal purchases by the competitive proposal method of procurement, two or more offerors must be willing and able to submit an offer or proposal. 2 C.F.R. 200.320(b)(2).

5.3.3.5. Required Documentation

Every formal purchase must, at a minimum, be supported by a written independent cost estimate, formal bids or proposals, a written cost or price analysis as appropriate, a written justification and detailed rationale for contractor selection (including application of evaluation criteria) and a written determination of the responsibility of the contractor. Additional documentation requirements are dependent upon the formal procurement method that is utilized to make the purchase. 2 C.F.R. 200.320; 2 C.F.R. 200.324(a).

5.3.3.6. Procedural Methods for Sealed Bids

The sealed bid method of procurement is a formal method in which bids are publicly solicited and a firm fixed price contract is awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the Invitation for Bids (IFB), is lowest in price. The IFB document contains technical specifications for the product or service to be purchased, a description of the procedures for submitting a bid, and the forms on which bids must be submitted. 2 C.F.R. 200.320(b)(1).

- (a) When Appropriate – The sealed bid method of procurement is the preferred method for acquiring products and services that, including construction services, cost greater than simplified threshold or Small Purchase threshold. The sealed bid method of procurement may also be used for small purchases if it is determined to be appropriate. The sealed bid method of procurement is appropriate if the following conditions apply:

- (1) Precise Specifications – A complete, adequate, precise, and realistic specification or purchase description is available.
- (2) Adequate Sources – Two or more responsible bidders are willing and able to compete effectively for the business.
- (3) Fixed Price Contract – The procurement generally lends itself to a firm fixed price contract.
- (4) Price Determinative – The successful bidder can be selected on the basis of price and those price-related factors listed in the solicitation including, but not limited to, transportation costs, life cycle costs, and discounts expected to be taken. Apart from responsibility determinations, contractor selection may not be determined on the basis of other factors whose costs cannot be measured at the time of award.
- (5) Discussions Unnecessary – Discussions with one or more bidders after bids have been submitted are expected to be unnecessary as award of the contract will be made based on price and price-related factors alone.
FTA C. 4220.1G, Chapter. VI(3)(c)(1)(d).

- (b) Requirements for Sealed Bids – The following requirements apply to the sealed bid method of procurement:

- (1) Publicity – The Invitation for Bids must be publicly advertised.
 - i. The (Procurement Officer) shall ensure that sufficient time is allowed to prepare bids before the date of bid opening.

- ii. Notice of bidding opportunities may be provided in other ways in addition, but not as a substitute, to a published notice. The methods may include, but not necessarily be limited to:
 - a. Direct notice, based on compiled vendor lists or from pre-qualification list, sent to prospective offerors; or
 - b. Use of advertisement by electronic means.
 - (2) Adequate Sources – Bids must be solicited from an adequate number of known suppliers.
 - (3) Adequate Specifications – The Invitation for Bids, including any specifications and pertinent attachments, must describe the property or services sought in sufficient detail that a prospective bidder will be able to submit a proper bid.
 - (4) Sufficient Time – Bidders must be allowed sufficient time to prepare bids before the date of bid opening.
 - (5) Public Opening – All bids must be publicly opened at the time and place prescribed in the Invitation for Bids.
 - (6) Fixed Price Contract – A firm fixed price contract must be awarded in writing to the lowest responsive and responsible bidder unless the Invitation for Bids specifically allowed for award of a fixed price incentive contract or the inclusion of an economic price adjustment provision.
 - (7) Rejection of Bids – Any or all bids may be rejected if there is a sound, documented business reason.
- FTA C. 4220.1G, Chapter. IV(3)(c)(2)(e).

5.3.3.7. Competitive Proposals

The competitive proposal method of procurement is a formal method in which written proposals are publicly solicited and a contract is awarded to the responsible offeror whose proposal, taking into consideration price and other factors, is considered to be the most advantageous to Brown County Heartland Hermann Express or that is considered to be the “best value” to Brown County Heartland Hermann Express. The vehicle through which proposals are solicited is Request for Proposals (RFP). The RFP document contains technical specifications for the product or service to be purchased, a description of the procedures for submitting a proposal and the forms on which proposals must be submitted, if applicable. FTA C. 4220.1G, Chapter. VI(3)(d).

- (a) When Appropriate – The competitive proposal method of procurement is appropriate for the acquisition of products and services that cost greater than (Small Purchase Limit) when the nature of the procurement does not lend itself to sealed bidding and Brown County Heartland Hermann Express expects that more than one source will be willing and able to submit a proposal. The competitive proposal method of procurement may also be used for small purchases if it is determined to be appropriate. The competitive proposal method of procurement may not be used for the procurement of construction services. The competitive proposal method of procurement is appropriate when any of the following circumstances are present:
 - (1) Type of Specifications – The products or services to be acquired are described in a performance or functional specification, or if described in detailed technical specifications, other circumstances such as the need for

discussions or the importance of basing contract award on factors other than price alone are present.

- (2) Uncertain Number of Sources – Uncertainty about whether more than one bid will be submitted in response to an Invitation for Bids.
 - (3) Price Alone Not Determinative – Due to the nature of the procurement, contract award need not be based exclusively on price or price-related factors.
 - (4) Discussions Expected – Separate discussions with individual offerors are expected to be necessary after they have submitted their proposals.
- FTA C. 4220.1G, Chapter. VI(3)(d)(1)(d).

(b) Requirements for Competitive Proposals – The following requirements apply to the competitive proposal method of procurement:

- (1) Publicity – The Request for Proposals must be publicly advertised.
- (2) Evaluation Factors – All evaluation factors and their relative importance must be specified in the solicitation, but numerical or percentage ratings or weights need not be disclosed.
- (3) Adequate Sources – Proposals must be solicited from an adequate number of qualified sources.
- (4) Evaluation Method – A specific method must be established and used to conduct technical evaluations of the proposals received and to determine the most qualified offeror.
- (5) Price and Other Factors – An award must be made to the responsible offeror whose proposal is most advantageous to Brown County Heartland Hermann Express or that represents the “best value” to Brown County Heartland Hermann Express with price and other factors considered.
- (6) Best Value – Brown County Heartland Hermann Express may award a contract to the offeror whose proposal provides the greatest value to Brown County Heartland Hermann Express. To do so, the solicitation must inform potential offerors that the award will be made on a “best value” basis and identify what factors will form the basis for award. Brown County Heartland Hermann Express must base its determination of which proposal represents the “best value” on an analysis of the tradeoff of qualitative technical factors and price or cost factors.

FTA C. 4220.1G, Chapter. IV(3)(d)(2).

5.3.3.8. Two-Step Procurements

Brown County Heartland Hermann Express may use two-step procurement procedures in both sealed bid and competitive proposal procurements, provided the opportunity for full and open competition is retained. FTA C. 4220.1G, Chapter. VI(3)(e).

Review of Technical Qualifications and Approach – The first step is a review of the prospective contractors’ technical approach to Brown County Heartland Hermann Express's request and their technical qualifications to carry out that approach followed by the establishment of a competitive range consisting of prospective contractors that demonstrate a technically satisfactory approach and have satisfactory qualifications. FTA C. 4220.1G, Chapter. IV(3)(e)(1).

Review of Bids and Proposals Submitted by Qualified Prospective Contractors – The second step consists of soliciting and reviewing complete bids or proposals, including price, submitted by each prospective contractor determined to be qualified. Absent exceptional circumstances, bids or proposals must be solicited from at least three qualified prospective contractors. FTA C. 4220.1G, Chapter. IV(3)(e)(2).

5.3.3.9. Architectural and Engineering (A&E) Services and Other Services

FTA's enabling legislation at 49 U.S.C. § 5325(b)(1) requires the use of the qualifications-based procurement procedures contained in the "Brooks Act," 40 U.S.C. § 1101 through 1104, to acquire A&E services. FTA C. 4220.1G, Chapter. VI(3)(f).

- (a) Qualifications-Based Procurement Procedures Required – Brown County Heartland Hermann Express must use qualifications-based procurement procedures to acquire architectural and engineering (A&E) services as well as certain other services that are directly in support of, directly connected to, directly related to, or lead to construction, alteration, or repair of real property. In addition to A&E services, other services that must be procured by qualifications-based procurement procedures include:

- Program management;
- Construction management;
- Feasibility studies;
- Preliminary engineering;
- Design, architectural, engineering;
- Surveying, mapping; and
- Other related services.

The nature of the work to be performed and its relationship to construction, not the nature of the prospective contractor, determine whether qualifications-based procurement procedures may be used. FTA C. 4220.1G, Chapter. IV(3)(f)(1).

- (b) Purpose of Services. The use of qualifications-based procurement procedures is authorized only for those services that directly support or are directly connected or related to construction, alteration, or repair of real property. Thus, if services, such as program management, feasibility studies, or mapping, are not directly in support of, directly connected to, or directly related to, or lead to construction, alteration, or repair of real property, then the recipient must not use qualifications-based procurement procedures to select the contractor that will perform those services. FTA C. 4220.1G, Chapter. IV(3)(h)(2)(a).

- (c) Qualifications-Based Procurement Procedures – The following procedures apply to qualifications-based procurements:

- (1) Qualifications – Unlike other two-step procurement procedures in which price is an evaluation factor, an offeror's qualifications are evaluated to determine contract award.
- (2) Price – Price is excluded as an evaluation factor.

- (3) Most Qualified – Price negotiations are first conducted with only the most qualified offeror.
- (4) Next Most Qualified - Only after failing to agree on a fair and reasonable price may negotiations be conducted with the next most qualified offeror. Then, if necessary, negotiations with successive offerors in descending order may be conducted until contract award can be made to the offeror whose price the recipient believes is fair and reasonable.
FTA C. 4220.1G, Chapter. VI(3)(f)(2).

5.4. Noncompetitive Procurements

Normally, (Brown County Heartland Hermann Express) must provide for full and open competition when soliciting bids or proposals. Federal regulations at 2 C.F.R. 200.320(f)(1) – (4), however, acknowledges that under certain circumstances, a recipient may conduct procurements without providing for full and open competition.

5.4.1. When Appropriate

Noncompetitive procurement procedures may only be used when the procurement is inappropriate for small purchase procedures, sealed bids, or competitive proposals, and at least one of the following circumstances are present:

5.4.1.1. Adequate Competition

If after soliciting several sources, competition is determined inadequate, a recipient may make a noncompetitive award. If a recipient receives inadequate competition in response to its solicitation, it should review its specifications to determine if they are unduly restrictive or if changes can be made to encourage submission of more bids or proposals. After the recipient determines that the specifications are not unduly restrictive and changes cannot be made to encourage greater competition, the recipient may make a noncompetitive award.

5.4.1.2. Sole Source

When Brown County Heartland Hermann Express requires products or services available from only one responsible source, and no other products or services will satisfy its requirements, Brown County Heartland Hermann Express may make a sole source award. In addition, when Brown County Heartland Hermann Express requires an existing contractor to make a change to its contract that is beyond the scope of that contract, Brown County Heartland Hermann Express will consider the change a sole source award that must be justified. Sole source awards are only appropriate when one of the following conditions apply:

- (a) Unique Capability or Availability – The products or services are available from only one source if one of the conditions described below is present:
 - (1) Unique or Innovative Concept – The offeror demonstrates a unique or innovative concept or capability not available from another source. Unique or innovative concept means a new, novel, or changed concept, approach, or method that is the product of original thinking, the details of which are kept confidential or are patented or copyrighted, and is available to Brown County

Heartland Hermann Express only from one source and has not in the past been available to Brown County Heartland Hermann Express from another source.

(2) Patents or Restricted Data Rights – Patent or data rights restrictions preclude competition.

(3) Substantial Duplication Costs – In the case of a follow-on contract for the continued development or production of highly specialized equipment and major components thereof, when it is likely that award to another contractor would result in substantial duplication of costs that are not expected to be recovered through competition.

(4) Unacceptable Delay – In the case of a follow-on contract for the continued development or production of a highly specialized equipment and major components thereof, when it is likely that award to another contractor would result in unacceptable delays in fulfilling Brown County Heartland Hermann Express's needs.

FTA C. 4220.1G, Chapter. VI(3)(h)(1)(b)(4).

(b) Single Bid or Proposal – Upon receiving a single bid or proposal in response to a solicitation, Brown County Heartland Hermann Express should determine if competition was adequate. This should include a review of the specifications for undue restrictiveness and might include a survey of potential sources that chose not to submit a bid or proposal.

(1) Adequate Competition – Competition is adequate when the reasons for a single response were caused by conditions beyond Brown County Heartland Hermann Express's control.

(2) Inadequate Competition – Competition is inadequate when the reasons for a single response were caused by conditions within Brown County Heartland Hermann Express's control.

FTA C. 4220.1G, Chapter. IV(3)(i)(1)(b)(2).

(c) Exigency or Emergency – Brown County Heartland Hermann Express may limit the number of sources from which it solicits bids or proposals when Brown County Heartland Hermann Express has such an unusual and urgent need for the products or services that Brown County Heartland Hermann Express would be seriously injured unless it were permitted to limit the solicitation. Brown County Heartland Hermann Express may also limit the solicitation when the public exigency or emergency will not permit a delay resulting from competitive solicitation for the products or services. FTA C. 4220.1G, Chapter. VI(3)(h)(1)(c).

(d) Authorized by MnDOT – Brown County Heartland Hermann Express may request permission from MnDOT to allow it to use noncompetitive proposals for a particular procurement. FTA C. 4220.1G, Chapter. VI(3)(i)(1)(e).

(e) When Prohibited – Less than full and open competition is not justified based on:

(1) Failure to Plan – Brown County Heartland Hermann Express's lack of advance planning, resulting in limited competition, is not justification for a sole source or single bid award.

- (2) Limited Availability of Federal Assistance – Concerns about the amount of Federal assistance available to support the procurement.
FTA C. 4220.1G, Chapter. VI(3)(i)(2).
- (f) Procurement Procedures – The following requirements apply when (Brown County Heartland Hermann Express) completes a procurement utilizing less than full and open competition:
 - (1) Potential Sources – Brown County Heartland Hermann Express must solicit offers from as many potential sources as is practicable under the circumstances.
 - (2) Sole Source Justification – Brown County Heartland Hermann Express must justify all sole source procurements in writing. Sole source procurement justifications must describe the reasons for why a sole source procurement is appropriate, state which of the authorized justifications listed in Section 5.6.1.2 are applicable, include a cost analysis and be signed by the Procurement Officer. If Brown County Heartland Hermann Express decides to solicit an offer from only one source, Brown County Heartland Hermann Express must justify its decision in writing. The written justification must include the same elements as a sole source justification except that it must state which of the authorized justifications listed in Section 5.6.1.2 are applicable to the sole source purchase.
 - (3) Cost Analysis – Brown County Heartland Hermann Express must prepare or obtain a cost analysis verifying the proposed cost data, the projections of the data, and the evaluation of the costs and profits. A price analysis shall not be adequate to justify a sole source purchase.
FTA C. 4220.1G, Chapter. VI(3)(h)(3)(c).
- (g) Exception for Procurement Activities Using Non-FTA Funds – When it is determined by the Procurement Coordinator or appropriate Director to be in the best interest of Brown County Heartland Hermann Express, noncompetitive procurement procedures may be utilized to acquire professional or other transportation-related services that do not involve the use of FTA or State financial assistance. Any such determination must be requested and authorized in writing by MnDOT.

5.5. Evaluation Requirements

The following standards shall apply to all evaluations of bids or proposals conducted by Brown County Heartland Hermann Express.

5.5.1. General

When evaluating bids or proposals received in response to a solicitation, Brown County Heartland Hermann Express shall consider all evaluation factors specified in the solicitation documents and shall evaluate the bids or offers proposals only on the evaluation factors included in those solicitation documents. Brown County Heartland Hermann Express may not modify its evaluation factors after bids or proposals have been received without re-opening the solicitation. FTA C. 4220.1G, Chapter. VI(5).

5.5.2. Options

The following standards shall apply when awarding contracts that include options:

5.5.2.1. Evaluation Required

In general, Brown County Heartland Hermann Express must evaluate bids or offers for any option quantities or periods contained in a solicitation if it intends to exercise those options after the contract is awarded. For formal procurements, the use of a team to conduct the evaluation will be used.

5.5.2.2. Evaluation Not Required

Brown County Heartland Hermann Express need not evaluate bids or offers for any option quantities when Brown County Heartland Hermann Express does not intend to exercise those options after the contract is awarded or if it determines that evaluation would not otherwise be in its best interests.

FTA C. 4220.1G, Chapter. VI(5)(b).

5.6. Contract Award Requirements

The following standards shall apply to all contract award decisions made by Brown County Heartland/Hermann Express:

5.6.1. Award to Other Than the Lowest Bidder or Offeror

Brown County Heartland Hermann Express may award a contract to other than the lowest bidder if the award furthers an objective consistent with the purposes of 49 U.S.C. Chapter 53, including improved long-term operating efficiency and lower long-term costs. Brown County Heartland Hermann Express may also award a contract to other than the offeror whose price proposal is lowest, when stated in the evaluation factors of the solicitation. In both cases, Brown County Heartland Hermann Express must include a statement in its solicitation document reserving the right to award the contract to other than the low bidder or offeror. FTA C. 4220.1G, Chapter. VI(6)(a).

5.6.1.1. Award Only to a Responsible Bidder or Offeror

Brown County Heartland Hermann Express may only award contracts to responsible contractors possessing the ability, willingness, and integrity to perform successfully under the terms and conditions of the contract and who demonstrate that its proposed subcontractors also qualify as responsible. Brown County Heartland Hermann Express must consider such matters as contractor integrity, compliance with public policy, record of past performance and financial and technical resources when making a determination of contractor responsibility. Brown County Heartland Hermann Express must also ensure that the contractor is not listed as a debarred or suspended contractor on the System for Award Management (SAM), which is maintained by the General Services Administration (GSA), at the time of contract award. Entities that are listed as debarred or suspended contractors on SAM may not be determined to be responsible contractors by Brown County Heartland Hermann Express. For every procurement action above the micro-purchase level, Brown County Heartland Hermann Express must make a written determination of the responsibility of the contractor and include such determination in the applicable contract file (See Section 3.6).

To designate a prospective contractor "responsible" as required by 49 U.S.C. § 5325, Brown County Heartland Hermann Express, at a minimum, must determine and ensure that the prospective contractor satisfies the criteria of Integrity and Ethics, Debarment and Suspension, Affirmative Action and DBE, Public Policy, Administrative and Technical Capacity, Licensing and

Taxes, Financial Resources, Production Capability, Timeliness, and Performance Record. FTA C. 4220.1G, Chapter. VI(6)(b).

5.6.1.2. Rejection of Bids and Proposals

(Brown County Heartland Hermann Express) may reject all bids or proposals submitted in response to an Invitation for Bids or Request for Proposals. Brown County Heartland Hermann Express must include a statement in its solicitation document reserving the right to reject all bids or proposals.

- (a) Extent and Limits of Contract Award – The selection of a contractor to participate in one aspect of a project does not, by itself, constitute a sole source selection of the contractor's wholly owned affiliates to perform other work in connection with the project.

FTA C. 4220.1G, Chapter. VI(6)(h).

5.6.2. Affirmative Action and DBE

Is in compliance with the Common Grant Rules' affirmative action and FTA's Disadvantaged Business Enterprise requirements, including completing an ICE and Scope of Work for any federally or state funded projects over \$5,000. 2 C.F.R. 200.321.

5.7. Independent Cost Estimate and Cost and Price Analysis

5.7.1. Independent Cost Estimate

For every solicitation above the micro-purchase threshold, Brown County Heartland Hermann Express shall make a written independent estimate of cost prior to receiving price quotes, bids or proposals. FTA C. 4220.1G, Best Practices 4.6.1.

5.7.2. Cost or Price Analysis

Brown County Heartland Hermann Express shall perform a cost or price analysis in connection with every procurement over \$350,000, and ensure a Cost Analysis for all sole source and contract modifications. 2 C.F.R. 200.324(a); FTA C. 4220.1G, Chapter. IV(6).

5.7.2.1. Price Analysis

If (Brown County Heartland Hermann Express) determines that competition was adequate, a written price analysis, rather than a cost analysis, is required to determine the reasonableness of the proposed contract price. 2 C.F.R. 200.324(a); FTA C. 4220.1G, Chapter. VI(4)(a).

5.7.2.2. Cost Analysis

Brown County Heartland Hermann Express must perform or obtain a cost analysis when:

- (a) A price analysis will not provide sufficient information to determine the reasonableness of the contract cost.
- (b) When the offeror submits elements of the estimated cost.
- (c) When only a sole source is available, even if the procurement is a contract modification.

(d) In the event of a change order.

2 C.F.R. 200.324(a); FTA C. 4220.1G, Chapter. VI(4)(b).

6. CONTRACT ADMINISTRATION REQUIREMENTS AND CONSIDERATIONS

6.1. Brown County Heartland Hermann Express Staff Responsibilities

Prior to execution of third party contracts, Brown County Heartland Hermann Express shall designate a Project Manager to serve as Brown County Heartland Hermann Express's principal contact with the contractor and as the primary administrator of the contract. The designated Project Manager for each contract shall have responsibility for directing and overseeing the work performed by the contractor; reviewing and approving deliverables and invoices from the contractor; determining percentage of contract completion for progress payments (if applicable); making recommendations on the exercise of contract options (if applicable); recommending contract changes; preparing justifications for contract changes; performing independent cost estimates and cost or price analyses for contract changes; making recommendations on approval or rejection of subcontractors; assisting with the resolution of contract disputes; making recommendations on contract termination or other contractor disciplinary actions; maintaining complete contract files; and other contract administration duties that may be necessary.

6.2. Administrative Restrictions on the Acquisition of Property and Services

The following Federal laws and regulations impose administrative requirements, many of which will affect specific third-party procurements.

6.2.1. Legal Eligibility

The property or services acquired must be eligible for support under the scope or restrictions accompanying the Federal statute or State laws authorizing the Federal and/or State assistance to be used. FTA C. 4220.1G, Chapter. VI(1)(a).

6.2.2. Period of Performance

(Brown County Heartland Hermann Express) will use sound business judgment and be judicious in establishing and extending a contract's period of performance. FTA C. 4220.1G, Chapter. VI(2)(b)(3).

6.2.2.1. General Standards

The period of performance generally should not exceed the time necessary to accomplish the purpose of the contract. Brown County Heartland Hermann Express will also consider competition, pricing, fairness, and public perception. Brown County Heartland Hermann Express's procurement files will document its rationale for determining the performance period designated for each contract. FTA C. 4220.1G, Chapter. VI(2)(b)(3)(a).

6.2.2.2. Time Extensions

Consistent with the general tone of FTA Circular 4220.1G, contract time extensions shall be considered in light of whether they are permissible changes or impermissible cardinal changes. Once Brown County Heartland Hermann Express awards a third-party contract, an extension of

the contract term length that amounts to a cardinal change will require a sole source justification. FTA C. 4220.1G, Chapter. VI(2)(b)(3)(c).

6.2.2.3. Authority to Extend

The Transit Manager has the sole authority to approve and execute contract modifications. The Procurement Officer for the contract shall recommend all contract time; prior to making a recommendation for a contract time extension. The Procurement Officer shall prepare a written justification and cost analysis for the contract time extension and shall negotiate the appropriate contract modification with the contractor.

6.3. Federal Cost Principles

Federal rules require project costs to conform to applicable Federal cost principles for allowable costs. In general, costs must be necessary and reasonable, allocable to the project, authorized or not prohibited by Federal or State law or regulation, and must comply with Federal cost principles applicable to the recipient. FTA C. 4220.1G, Chapter. VI(2)(b)(4).

OMB guidance for grants and agreements, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR § 200, applies to project costs incurred (Brown County Heartland Hermann Express).

6.4. Payment Provisions

(Brown County Heartland Hermann Express) will follow the provisions of this section when using Federal or State funds to support its third party contracts. FTA C. 4220.1G, Chapter. VI(2)(b)(5).

6.4.1. Financial Support for the Project

Costs may only be incurred by Brown County Heartland Hermann Express if MnDOT or FTA has awarded a financial assistance contract to Brown County Heartland Hermann Express.

6.4.1.1. Progress Payments

Progress payments are payments for contract work that has not been completed. Brown County Heartland Hermann Express may use MnDOT assistance to support progress payments provided the recipient obtains adequate security for those payments and has sufficient written documentation to substantiate the work for which payment is requested. FTA C. 4220.1G, Chapter. VI(2)(b)(5)(b).

6.4.1.2. Adequate Security for Progress Payments

Adequate security for progress payments may include taking title or obtaining a letter of credit or taking equivalent measures to protect the recipient's financial interest in the progress payment. Adequate security should reflect the practical realities of different procurement scenarios and factual circumstances. Brown County Heartland Hermann Express should always consider the costs associated with providing security (for example, the recipient may need to acquire bonds or letters of credit in the commercial marketplace) and the impact of those costs on the contract price, as well as the consequences of incomplete performance. FTA C. 4220.1G, Chapter. VI(2)(b)(5)(b)(a).

6.4.1.3. Adequate Documentation

Sufficient documentation is required to demonstrate completion of the amount of work for which progress payments are made. FTA C. 4220.1G, Chapter. VI(2)(b)(5)(b)(b).

6.4.1.4. Percentage of Completion Method

Federal rules require that any progress payments for construction contracts be made on a percentage of completion method described therein. Brown County Heartland Hermann Express, however, may not make progress payments for other than construction contracts based on this percentage method. FTA C. 4220.1G

6.5. Protections Against Performance Difficulties

Brown County Heartland Hermann Express shall include provisions in its third-party contracts that will reduce potential problems that might occur during contract performance, as follows:

6.5.1. Changes

Brown County Heartland Hermann Express shall include provisions that address changes and changed conditions in all third-party contracts except for routine supply contracts. FTA C. 4220.1G, Chapter. IV(2)(b)(9)(c).

6.5.2. Remedies

(Brown County Heartland Hermann Express) shall include provisions that address remedies in its third-party contracts. Provisions related to remedies may include provisions for:

6.5.2.1. Liquidated Damages

Brown County Heartland Hermann Express may use liquidated damages if Brown County Heartland Hermann Express reasonably expects to suffer damages through delayed contract completion, or if weight requirements are exceeded, and the extent or amount of such damages are uncertain and would be difficult or impossible to determine. Rate and measurement standards must be calculated to reasonably reflect Brown County Heartland Hermann Express's costs should the standards not be met and must be specified in the solicitation and contract. The assessment for damages may be established at a specific rate per day for each day beyond the contract's delivery date or performance period. A measurement other than a day or another period of time, however, may be established if that measurement is appropriate, such as weight requirements in a rolling stock purchase. The contract file must include a record of the calculation and rationale for the amount of damages established. Any liquidated damages recovered must be credited to the transit system account. FTA C. 4220.1G, Chapter. IV(2)(b)(9)(d).

6.5.2.2. Remedies

Third party contracts exceeding \$250,000 must include administrative, contractual, or legal remedies for violations or breach of the contract by the third-party contractor. FTA C. 4220.1G, Chapter. IV(b)(6)(b)(2).

6.5.2.3. Suspension of Work

(Brown County Heartland Hermann Express) may include provisions pertaining to suspension of work in its third-party contracts. FTA C. 4220.1G

6.5.2.4. Termination

Termination for cause and termination for convenience provisions must be included in third party contracts exceeding \$10,000. FTA C. 4220.1G, Chapter. IV(2)(b)(9)(b).

6.6. Contents of Complete Contract Files

The following documents shall comprise the contents of a complete contract file for procurements above the micro-purchase level:

6.6.1. Written Record of Procurement History

(Brown County Heartland Hermann Express) shall maintain written records detailing the history of the procurement, including records relating to:

6.6.1.1. Procurement Method

(Brown County Heartland Hermann Express) must provide its rationale for the method of procurement it used for each contract, including a sole source justification for any acquisition that does not qualify as competitive. FTA C. 4220.1G, Chapter. III(3)(a)(5).

6.6.1.2. Contract Type

(Brown County Heartland Hermann Express) must state the reasons for selecting the contract type it used. FTA C. 4220.1G, Chapter. III(3)(d)(1)(b).

6.6.1.3. Contractor Selection

(Brown County Heartland Hermann Express) must state its reasons for contractor selection or rejection, including written justification and evaluation documents. FTA C. 4220.1G, Chapter. III(3)(d)(1)(c).

6.6.1.4. Contractor Responsibility

(Brown County Heartland Hermann Express) must provide a written determination of responsibility for the successful contractor. FTA C. 4220.1G, Chapter. III(3)(d)(1)(c).

6.6.1.5. Cost or Price

(Brown County Heartland Hermann Express) must evaluate and state its justification for the contract cost or price, including the independent cost estimate and cost or price analysis. FTA C. 4220.1G, Chapter. III(3)(d)(1)(d).

6.6.1.6. Reasonable Documentation

(Brown County Heartland Hermann Express) must retain documentation commensurate with the size and complexity of the procurement, including documents related to solicitation, receipt, and evaluation of offers, and contract award, negotiation and execution. FTA C. 4220.1G, Chapter. III(3)(d)(2).

6.7. Contract Administration and Close-Out Documents

(Brown County Heartland Hermann Express) shall maintain written records detailing the performance and close-out of the contract, including records relating to:

6.7.1. Contract Deliverables

(Brown County Heartland Hermann Express) must maintain copies of all contract deliverables and records relating to approval, rejection and requested modifications of contract deliverables.

6.7.2. Contract Changes

Brown County Heartland Hermann Express must maintain copies of all contract modifications, including documentation related to the determination of need, written justification and rationale, cost analysis, negotiation, and execution.

6.7.3. Contract Payments

(Brown County Heartland Hermann Express) must retain documentation of invoices, approval of payments, requests for modifications to invoices, determination of percentage of contract completion for partial payments (if applicable), and ownership of title to partial work products.

6.7.4. Contract Close-Out

(Brown County Heartland Hermann Express) must retain documentation related to contractor performance and evaluation, approval of final deliverables and payments, transfer of title to complete work products to (Brown County Heartland Hermann Express), and contract audit and final reconciliation.

6.8. Protest Procedures

See 2 C.F.R. 200.318(k); FTA C. 4220.1G, Best Practices 4.9.

6.8.1. Recipient Responsibilities and FTA Role in Procurement Disputes.

(Brown County Heartland Hermann Express) is responsible for resolving all contractual and administrative issues, including protests of evaluations and contract awards, arising out of its third-party procurements using good administrative practices and sound business judgment. FTA C. 4220.1G, Chapter. III (7).

In general, MnDOT will not substitute its judgment for that of Brown County Heartland Hermann Express unless the matter is primarily a federal concern. Nevertheless, MnDOT and FTA can become involved in Brown County Heartland Hermann Express's administrative decisions when a Brown County Heartland Hermann Express protest decision is appealed to MnDOT.

Brown County Heartland Hermann Express's procedure for addressing third party procurement protests is described in Paragraph 6.9.2 below. Brown County Heartland Hermann Express shall insert its protest procedure in all solicitation documents for products and services having an estimated value of \$100,000 or greater.

6.8.2. Brown County Heartland Hermann Express Staff Responsibilities

The following staff responsibilities shall be assigned in all protests:

- **Procurement Officer** – Responsibilities include: ensuring that the Brown County Heartland Hermann Express Protest Procedure is included in all solicitation documents; and providing information to and assisting the legal counsel with the resolution of protests.

- Transit Manager and Governing Board – Responsibilities include reviewing all procurement protests; and advising and assisting the Subrecipient as needed with the resolution of all procurement protests.

6.8.3. Solicitation Provision

Brown County Heartland Hermann Express shall insert the following provision in all solicitation documents:

6.8.3.1. Pre-Proposal Protests

All protests concerning solicitation specifications, criteria and/or procedures shall be submitted in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail) to the Procurement Officer as specified below not later than ten (10) business days prior to the deadline for submission of bids/proposals.

The Procurement Officer may, within his or her discretion, postpone the deadline for submission of bids/proposals, but in any case, shall provide a written response to all protests not later than five (5) business days prior to the deadline for submission of bids/proposals. If the deadline for submission of bids/proposals is postponed by the Procurement Officer as the result of a protest the postponement will be announced through an addendum to the solicitation.

The decision by the Procurement Officer shall be the final agency decision on the matter but shall be subject to judicial review as set forth by FTA below.

6.8.3.2. Pre-Award Protests

With respect to protests made after the deadline for submission of bids/proposals but before contract award by Brown County Heartland Hermann Express, protests shall be limited to those protests alleging a violation of Federal or State law, a challenge to the bids/proposals evaluation and award process, Brown County Heartland Hermann Express's failure to have or follow its protest procedures or its failure to review a complaint or protest. Such protests shall be submitted in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail) to the Procurement Officer as specified below not later than five (5) business days after the Recommendation for Contract Award announcement by Brown County Heartland Hermann Express.

The Procurement Officer may, within his or her discretion, postpone the award of the contract, but in any case, shall provide a written response to all protests not later than three (3) business days prior to the date that Brown County Heartland Hermann Express shall announce the contract award.

The decision by the Procurement Officer shall be the final agency decision on the matter but shall be subject to judicial review as set forth or review by MnDOT as specified below.

6.8.4. Requirements for Protests

All protests must be submitted to Brown County Heartland Hermann Express in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail), with sufficient documentation, evidence and legal authority to demonstrate that the Protestor is entitled to

the relief requested. The protest must be certified as being true and correct to the best knowledge and information of the Protestor, and be signed by the Protestor. The protest must also include a mailing address to which a response should be sent.

Protests received after the deadlines for receipt of protests specified above are subject to denial without any requirement for review or action by Brown County Heartland Hermann Express.

All protests must be directed in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail) to the Procurement Officer at the address shown in the solicitation documents.

6.8.5. Protest Response

The Procurement Officer shall issue written responses to all protests received by the required protest response dates. All protest responses shall be transmitted by first-class U.S. Postal Service to the address indicated in the protest letter.

For convenience, Brown County Heartland Hermann Express will also send a copy of the response to a protest to the Protester by facsimile and/or electronic mail if a facsimile number and/or electronic mail address are indicated in the protest letter. The protest response transmitted by U.S. Postal Service shall be the official Brown County Heartland Hermann Express response to the protest and (Brown County Heartland Hermann Express) will not be responsible for the failure of the Protester to receive the protest response by either facsimile or electronic mail.

6.8.6. Review of Protests by MnDOT

All protests or complaints involving contracts financed with state or Federal assistance shall be disclosed to MnDOT and will keep FTA informed about the status of any such protest or complaint. Brown County Heartland Hermann Express shall disclose all information about any third party procurement protest to MnDOT upon request. Protesters shall exhaust all administrative remedies with Brown County Heartland Hermann Express prior to pursuing protests with MnDOT. MnDOT limits its reviews of protests to: a grantee's failure to have or follow its protest procedures; a grantee's failure to review a complaint or protest when presented an opportunity to do so; or violations of Federal law or regulation. Appeals to MnDOT must be received within five (5) working days of the date the Protester has received actual or constructive notice of Brown County Heartland Hermann Express final decision or within five (5) working days of the date the Protester has identified other grounds for appeal to MnDOT.



REQUEST FOR BOARD ACTION

Requested Board Date: 6/23/2026

Requested Presentation Time (if applicable): With other HS / Transit items

Item: BCHS Bus Driver Position (5 mins)

Originating Department: Human Services

Presenter: Patrick LaCourse, Heartland Express Manager, Anne Broskoff, Human Services Director

Board Action Requested:

Requesting the board to approve a new full-time transit bus driver position

Background:

Since September 2025, the transit has been short-staffed due to unanticipated and lengthy leaves of drivers. We eventually got to the point where those staff have ended employment, and we have posted for those vacancies. We went from time-limited postings to keeping the posting open until they are filled. We have had one applicant apply, interview and be offered the over-30-hour driver position two separate times only to have the candidate turn down the position due to employee costs for part-time health insurance. We also have an under 29-hour driver position that remains open.

The current staff are being stretched thin in our attempt to meet the demand of county residents, many of which are life-sustaining critical health care appointments. A number of staff are working more hours in excess of their hired position.

We are proposing posting for a full-time bus driver position and removing the postings for the two other positions (over 30 hours and under 29 hours). We are hopeful we will get more applicants for the full-time position that will come with more attractive health insurance benefits. Below is a table that shows that with a full-time position the cost would be around \$4200 more. With these staffing absences noted above, we have room in our 2026 budget to accommodate this difference.

Full time: Over & under 30 hour position:

\$24.76	Wage	\$24.76
2080 FT	Hours	1,623 Over 30
520 IPT		1,042 Under 30
\$12,920.87	Insurance	\$9,690.65
\$79,896.87	Total	\$75,676.05

Supporting Documents:

None

Administrator's Comments:

Laura Whittington, Human Services
Anne Broskoff, Human Services
Sam Hansen, Administration

Created/Initiated - 6/16/2026
Approved - 6/16/2026
Final Approval - 6/18/2026



REQUEST FOR BOARD ACTION

Requested Board Date: 6/23/2026

Requested Presentation Time (if applicable):

Item: Statewide Affordable Housing Aid RFP (10 mins)

Originating Department: Human Services

Presenter: Anne Broskoff, Human Services Director

Board Action Requested:

Approve the Brown County Statewide Affordable Housing Aid RFP and Agreement

Background:

We have been working through the Statewide Affordable Housing Aid RFP and agreement for a couple of months. The next draft of the policy will be presented with the latest recommended changes that are highlighted. Newest edition has also been reviewed by the County Attorney.

Supporting Documents:

1. Brown County Statewide Housing Aid RFP 2026

Administrator's Comments:

Laura Whittington, Human Services
Anne Broskoff, Human Services
Sam Hansen, Administration

Created/Initiated - 6/17/2026
Approved - 6/17/2026
Final Approval - 6/18/2026

Brown County Request for Proposal

Statewide Affordable Housing Aid

Date Issued: TBD

Background

Statewide Affordable Housing Aid helps counties, tribal governments, 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 began in December 2023. The Department of Revenue certifies amounts for eligible tribal governments, counties, and cities by August 1 each year. We base this certification on current statutes, including any changes from the most recent legislative session.

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
- For counties outside the metropolitan counties as defined in Minnesota Statutes, section 473.121, subdivision 4, development of market rate residential rental properties as defined in M.S. 462A.39, subd. 2, para. (d), if the relevant unit of government submits with the report required as described in the Reporting to the Minnesota Housing Finance Agency section a resolution and supporting documentation showing that the area meets the requirements of M.S. 462A.39, subd. 4, para. (a)
- Projects designed for the purpose of 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 to households that have incomes which do not exceed:
 - 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

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.

Project Prioritization:

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

Minnesota Department of Revenue Terms & Conditions

Funds distributed under this aid program must be spent on a qualifying project.

If aid received under 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 or substantial rehabilitation of a building containing more than four units, the recipient must construct, convert, or otherwise adapt the building to include:

- The greater of:
 - at least one unit, or
 - At least 5% of units that are accessible units, as defined by section 1002 of the current State Building Code Accessibility Provisions for Dwellings Units in Minnesota, and include at least one roll-in shower
- The greater of:
 - At least one unit, or
 - At least 5% of units that are sensory-accessible units that include:
 - 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

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

Brown County Terms & Conditions:

- Property must be located within Brown County.
- Funding is disbursed on a reimbursement or vendor payment basis, following submission and approval of documented eligible expenses outlined in the budget.
- Agreement to enter into a Grant Agreement regarding the approved use of any awarded grant funds.
- Brown County expressly reserves the right to amend or withdraw this Request for Proposal at any time and to reject any or all proposals.
- Brown County reserves the right to contact Proposers if additional information, clarification, or questioning is needed to make a final determination.
- SAHA funds are awarded contingent upon the recipient maintaining the property as affordable housing for income- eligible households for a minimum of seven (7) years. Any sale, transfer, or change in use during this period without written approval of the County shall constitute a default and trigger immediate repayment as outlined in the Grant Agreement.
- All contact following the issuance of the RFP through submission of the proposals shall be through Anne Broskoff, Director of Human Services Anne.Broskoff@browncountymn.gov
- Funds must be spent by December 31 of the fourth year after the aid was received by Brown County. Exact dates will be specified in the Grant agreement.

Review panel committee and section

The rating panel will consist of the Brown County Administrator, two Brown County Commissioners, Brown County Human Services Director, and Brown County Human Services Supervisor. The ratings and project selection will be based on meeting the above qualifying projects, funding availability, priorities, terms and conditions outlined above.

Funding Availability: The Minnesota Department of Revenue will notify Brown County of SAHA award on August 1 of each year, depending on continued authorization of legislation. As of (DATE), Funds available are (\$\$).

Proposal Instructions

Please submit your proposal to Anne Broskoff, Human Services Director at Anne.Broskoff@browncountymn.gov

Attached is a proposal application and sample Grant agreement.

Deadline: Brown County will accept SAHA funding proposals on a quarterly cycle, with deadlines occurring 4:30pm on the last business day of March, June, September, and December. The County will make funding determinations within 60 days of each deadline, or until available SAHA funds have been fully awarded.

**Brown County
Statewide Affordable Housing Aid (SAHA)
Proposal Application**

1) Applicant Information

Applicant Organization:

Primary Contact (name/title):

Email:

Phone:

Mailing Address:

Organization Type (check box):

☐	Unit of Local Government	☐	Joint powers Entity- list all partners below
☐	EDA/HRA	☐	Private for-profit owner
☐	Private nonprofit (501(c)(3))	☐	

Additional information:

2) Project Overview

Project Title:

Project Location (city/township, address if available):

☐ This project is located within Brown County

Total Square Footage of Project:

☐ Homeownership

☐ Rental

3) Project Narrative: select all that apply and provide a narrative description of the project (see above for full definitions and requirements):

☐	Emergency Rental Assistance for households earning <80%AMI
☐	Financial support to nonprofit affordable housing providers
☐	Workforce/market-rate rental development (MS 462A.39 requirements)
☐	Construction, acquisition, rehabilitation, demolition or removal of structures, construction financing, permanent financing, interest rate reduction, refinancing, gap financing
☐	Operations and management financing for financially distressed residential property
☐	Supportive Services or staffing

Narrative description of project that includes how the project address SAHA priorities, accessibility and building requirements- if applicable (new construction or substantial rehab noted above), number and populations served.

4) Income Eligibility: Describe your process to ensure served populations will meet the SAHA income eligibility guidelines outlined above (initially, on-going compliance, data sources and verifications).

5) Project Timeline: Describe timeline with projected completion date.

6) Budget: provide detailed budget specifying expenses for and within each project; identify any other supplemental funding and rank priority if separate projects (1-low to 5- high). Supplemental attachments are accepted in addition to or lieu of table below.

Total Grant request:

Category of expense	Budget	Priority

7) Attestations: initial items below indicating agreement for the following:

_____ we will meet all SAHA reporting requirements required of the Minnesota Department of Revenue and Brown County.

_____ We will comply with accessibility requirements and applicable codes.

_____ We will spend funds on qualifying projects and within the obligations/expenditures timelines.

_____ We have read, understand and will comply with the terms of the Grant Agreement.

8) Signature and Certification

I certify that the information provided is true and complete, that funds will be used for eligible SAHA purposes, and that the project will comply with all applicable requirements.

Name of Authorized Signatory:

Title:

Signature:

Date:

Brown County Statewide Affordable Housing Aid Grant Agreement

This Grant Agreement (“Agreement”) is entered into by and between Brown County (“County”) and the grant recipient, NAME, (“Grantee”) for the purpose of providing financial assistance from the Statewide Affordable Housing Aid (SAHA). The aid must be used in accordance with the following terms and conditions:

1. Use of Aid

Grantee agrees to use the awarded funds of \$(AMOUNT) as specifically described in Exhibit A. Any use of funds that deviates from the original proposal, as specified in Exhibit A, must be approved by Brown County before the expenditure of grant funds.

2. Affordability Commitment and Repayment Provision

Grantee recipients of SAHA funding shall maintain the assisted property/project for affordable housing purposes serving income-eligible households for a minimum period of **seven (7) years** following project completion or issuance of final grant payment, whichever occurs later (“Affordability Period”).

If the recipient sells, transfers, conveys, refinances in a manner that removes affordability restrictions, changes the use of the property, or otherwise ceases operation of the property as eligible affordable housing during the Affordability Period without prior written approval from the administering agency, the recipient shall repay all or a portion of the SAHA funds as determined below.

Repayment Schedule:

- Years 0–2: 100% repayment required
- Year 3: 80%
- Year 4: 60%
- Year 5: 40%
- Year 6: 20%
- Year 7+: No repayment obligation

Repayment obligations shall survive transfer of ownership and may be secured by a recorded lien, mortgage, covenant, or other legal instrument as determined appropriate by the administering agency and executed by the grantee.

The administering agency reserves the right to approve transfers where the successor entity agrees in writing to continue compliance with all affordability requirements for the remainder of the Affordability Period.

Repayment shall be limited to available net proceeds from the sale after satisfaction of superior debt and closing costs.

3. Deadline and Reporting Requirements

The deadline for reimbursement is (DATE). Brown County will not issue any funds after this date and the Grantee will not be entitled to any amount hereunder after this date.

Brown County will disburse funds upon receipt of sufficient, adequate, and proper documentation showing expenditure consistent with Exhibit A. Payments will only be issued to the Grantee who has paid for the work, **or to a vendor who is charging for the work.** Payments will be made upon receipt of invoices or other documents that may be required by the County. Along with final document requesting payment, the Grantee must submit final project costs, and its analysis of the project's current community benefit if that benefit differs from the information provided in the grant proposal.

4. Audit

In accordance with Minnesota Statutes section 16C.05, subd. 5, the County, the State Auditor, and their authorized representatives may examine, audit, excerpt, and transcribe any pertinent records related to this Agreement. Such records must be maintained and made available for a period of six (6) years following the expiration, cancellation, or termination of this Agreement.

5. Indemnification

Grantee shall defend, indemnify, and hold harmless County, its present and former officials, officers, agents, volunteers and employees from any liability, claims, causes of action, judgements, damages, losses, costs, or expenses, including attorney's fees, resulting directly or indirectly from any act or omission of Grantee, a subcontractor, anyone directly or indirectly employed, by them, and/or anyone for whose acts and/or omissions they may be liable in the performance of the services required by this Agreement, and against all loss by reason of the failure of Grantee to perform any obligation under this Agreement. For clarification and not limitation, this obligation to defend, indemnify and hold harmless includes but is not limited to any liability, claims or actions resulting directly or indirectly from alleged infringement of any copyright or any property right of another, the employment or alleged employment of Grantee personnel, the unlawful disclosure and/or use of protected data, or other noncompliance with the requirements of these provisions.

6. Nondiscrimination

Grantee shall not discriminate in the sale, rental, or process of sale or rental, of real property or otherwise make housing unavailable because of a person's race, color, creed, religion, national origin, sex, gender identity, marital status, disability, status with regard to public assistance, sexual orientation, or familial status.

Additionally, during the terms of this Agreement, Grantee shall not exclude any person from full employment rights on the grounds of any protected status or class, including race, color, creed, religion, national origin, sex, gender identity, marital status, status with regard to public assistance, familial status, membership or activity in a local commission, disability, sexual orientation, or age.

7. Entire Agreement

It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral Agreements and negotiations between the parties related to the subject matter thereof, as well as any previous Agreements presently in effect between Grantee and County related to the subject matter hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates written below.

By: _____
(NAME)
Chairperson, Brown County Board of Commissioners

Date: _____

By: _____

Date: _____

Anne Broskoff
Director, Brown County Human Services

By: _____

Date: _____

NAME
Grantee Title/Agency

APPROVED AS TO FORM AND EXECUTION

By: _____

Date: _____

Charles Hanson
Brown County Attorney

DRAFT



REQUEST FOR BOARD ACTION

Requested Board Date: 6/23/2026

Requested Presentation Time (if applicable): 5 minutes

Item: Healthy Housing Grant 2026-2029 (5 mins)

Originating Department: Public Health

Presenter: Jaimee Brand, Public Health Director

Board Action Requested:

Approve Brown County Public Health to apply for the Healthy Housing Grant 2026-2029 through the Minnesota Department of Health, in the amount of \$120,000 for 3 years or a total of \$40,000 per year for 3 years.

Background:

The Healthy Housing Grants provide funding to perform activities related to housing-based health threats, including:

Implementing and maintaining primary prevention programs to reduce housing-based health threats that include the following:

- Providing education materials to the general public and to property owners, contractors, code officials, and other persons and organizations engaged in housing and health issues.
- Promoting awareness of community, legal, and housing resources.
- Promoting the use of hazard reduction measures in new housing construction and housing rehabilitation programs.

Providing training on identifying and addressing housing-based health threats.

Providing technical assistance on the implementation of mitigation measures.

Promoting the adoption of evidence-based best practices for mitigation of housing-based health threats.

Developing work practices for addressing specific housing-based health threats.

Identifying, characterizing, and mitigating hazards in housing that contribute to adverse health outcomes.

Ensuring screening services and other secondary prevention measures are provided to populations at high risk for housing-related health threats.

Promoting compliance with Department of Health guidelines and other best practices, as identified by the commissioner, for preventing or reducing housing-based health threats.

Establishing local or regional collaborative groups to ensure that resources for addressing housing-based health threats are coordinated.

Developing model programs for addressing housing-based health threats.

Brown County Public Health would like to submit an application to the Minnesota Department of Health in the amount of \$120,000 to be spread out over 3 years. BCPH will focus on 5 of the 7 eligible areas of work within the grant request for proposal. Those areas include: Health homes assessments and interventions, primary prevention, training and technical assistance, community engagement and education, and coordination with healthcare/secondary prevention. This grant would allow BCPH staff the opportunity to work with families and individuals throughout the county to create healthier and safer spaces to live. The budget will include salary and fringe, travel, and supplies to assist families with proposed interventions after receiving a home assessment. The budget will also include funds to provide community engagement,

outreach, and educational opportunities.

Attached is a draft grant proposal and letters of support, to submit by June 30th, 2026.

Supporting Documents:

1. healthy homes grant application 2026
2. Letter of support for BCPH
3. Letter of Support for BCPH Health Homes Grant.6.2026
4. LOS - New Ulm Public Schools Healthy Home Grant
5. SEPS Letter of Support HH2026

Administrator's Comments:

Jaimee Brand, Public Health
Jaimee Brand, Public Health
Sam Hansen, Administration

Created/Initiated - 6/11/2026
Approved - 6/11/2026
Final Approval - 6/18/2026

Healthy Homes Grant Application, background information:

1. Brown County is located in south-central Minnesota along the Minnesota River and is home to more than 25,000 residents. Spanning 611 square miles, the county's communities maintain strong agricultural traditions while supporting a diverse economy that includes manufacturing, healthcare, education, and small businesses. Although predominantly rural, Brown County continues to experience growth in both diversity and opportunity.

In 2024, the Brown-Nicollet Community Health Board dissolved its partnership, resulting in Brown County Public Health (BCPH) becoming an independent Community Health Board beginning in 2025. This transition created opportunities for BCPH to strengthen local partnerships, expand community-focused initiatives, and pursue a delegated agreement with the Minnesota Department of Health for Environmental Health Services.

BCPH employs 19 dedicated staff members who provide a broad range of public health services to residents and organizations throughout the county. Programs and services include Correctional Health Services, Medication Management, Care Coordination, Emergency Preparedness, Disease Prevention and Control, Health Education and Outreach, Women, Infants and Children (WIC), Family Home Visiting, Asthma Home-Based Services, Foot Care, and Environmental Health Services.

Through strong collaboration with community partners, BCPH works to address local health needs and improve health outcomes for all residents. The agency's work is guided by its vision statement that: Brown County is made up of strong, connected communities where everyone has the chance to live a healthy and safe life. Its mission is to support the health, safety, and well-being of all people in Brown County through collaborative partnerships, respectful and compassionate care, and data-driven public health services that strengthen communities and promote equitable opportunities for health.

2. Brown County Public Health (BCPH) operates under the governance of the Brown County Board of Commissioners, which consists of five elected commissioners representing the county's five districts. The Public Health Director and Community Health Services Administrator reports directly to the Board of Commissioners and is responsible for providing leadership, oversight, and accountability for public health programs and services.

In addition to county governance, BCPH is supported by a Public Health Advisory Committee that serves as a vital link between public health and the community. The Advisory Committee consists of 15 members including: two student representatives from local schools, community members from each community in

Brown County, a County Commissioner, Medical Consultant, other healthcare partners, and representatives from other businesses in Brown County. The committee provides guidance and recommendations to both the Brown County Board of Commissioners and BCPH on matters related to community health assessment, program planning, service delivery, funding priorities, infrastructure development, and program evaluation.

Through its advisory role, the committee helps ensure that public health initiatives are responsive to community needs, informed by local perspectives, and aligned with county health priorities. This governance structure supports transparency, community engagement, and effective decision-making while strengthening BCPH's capacity to deliver high-quality public health services and improve health outcomes for Brown County residents.

3. Attached is an organizational chart.
4. Brown County Public Health (BCPH) provides 23 programs and services designed to protect, promote, and improve the health and well-being of residents throughout Brown County. These services span the public health continuum and include immunizations, disease prevention and control, emergency preparedness, Child and Teen Checkups outreach, Family Home Visiting, Parenting Inside Out, Universal Contact Home Visits, Asthma Home-Based Services, car seat distribution, childcare consultation services, Follow Along Program, sexual and reproductive health services, Women, Infants, and Children (WIC), blood pressure screening and counseling, chronic disease prevention and health promotion, the Statewide Health Improvement Partnership (SHIP), community health assessment and planning, environmental health services, care coordination and case management, correctional health services, medication management, and foot care services.

BCPH continuously evaluates community health needs through data analysis, community engagement, and collaboration with local partners to ensure programs and services remain responsive to emerging and ongoing public health priorities. Strong partnerships with healthcare providers, schools, community organizations, local governments, and other stakeholders help guide service delivery and identify opportunities to address gaps in care and improve population health outcomes.

The Public Health Advisory Committee serves an important role in this process by providing community perspective, feedback, and recommendations. Committee members represent diverse sectors and communities throughout Brown County and help ensure that public health initiatives reflect local needs and priorities.

BCPH staff are committed to implementing the foundational public health responsibilities and capabilities necessary to support a healthy community. The department takes pride in delivering high-quality, evidence-based services while incorporating health equity principles into program planning, service delivery, and community engagement efforts. This commitment helps ensure that all residents have access to the resources and support needed to achieve optimal health and well-being.

5. Brown County Public Health (BCPH) is well-positioned to successfully implement and administer the activities and deliverables associated with a Healthy Homes Grant. Over the past three years, BCPH has strategically evaluated community health needs and strengthened its organizational capacity by expanding services to include Environmental Health Services and Asthma Home-Based Services. These program additions were developed in response to identified community needs and were established through collaboration with local partners, resulting in strong referral pathways and coordinated service delivery systems.

BCPH has demonstrated success in addressing environmental health concerns through existing programs and services. The department currently monitors blood lead level (BLL) reports and provides timely outreach, education, and support to families of children with elevated blood lead levels. This experience has strengthened staff knowledge of housing-related health hazards and reinforced relationships with healthcare providers, families, and community organizations.

The department's multidisciplinary team includes public health nurses, professionals with bachelor's degrees in public health, and a Registered Sanitarian with expertise in environmental health. These staff possess the knowledge, skills, and experience necessary to implement Healthy Homes activities, conduct education and outreach, coordinate referrals, and support residents in reducing environmental health risks within their homes.

In addition to internal capacity, BCPH has established strong partnerships with key stakeholders throughout Brown County, including healthcare providers, school districts, childcare providers, human services agencies, housing partners, and community organizations. BCPH will work closely with the housing resources staff person located in Human Services to effectively administer the grant deliverables. These partnerships provide a strong foundation for community engagement, identification of at-risk populations, and successful implementation of Healthy Homes initiatives. Together, these resources position BCPH to effectively address housing-related health concerns and improve health outcomes for residents across Brown County.

6. Brown County Public Health has two family home visiting nurses training in Asthma Home-Based services and providing technical assistance to families whose child

has an asthma diagnosis. The Disease Prevention and Control nurse is trained in evaluating BLL screenings and providing technical assistance and outreach to families with elevated BLL. Part of the grant application and budget will be for key public health staff administering the grant deliverables to complete a Health Housing Assessment training.

7. Staff who will attend relevant trainings include the public health director, registered sanitarian, community health supervisor, family home visiting supervisor, and one family home visiting nurse.

Project Overview:

Brown County Public Health (BCPH) will implement a comprehensive Healthy Homes program serving residents throughout Brown County's 611 square miles, including both incorporated cities and rural townships. The program will focus on reducing housing-related health and safety hazards through healthy homes assessments and interventions, primary prevention activities, community education and outreach, and coordination with healthcare and community partners.

While Healthy Homes services will be available to all Brown County residents, outreach and intervention efforts will prioritize populations at increased risk for housing-related health concerns. Target populations include low-income households, families with young children, pregnant individuals, older adults, individuals with asthma or other chronic respiratory conditions, households with elevated blood lead levels, and residents living in older housing stock that may present increased environmental health risks. Special attention will be given to households experiencing barriers to accessing health, housing, and environmental health resources.

A primary area of focus will be Healthy Homes Assessments and Interventions. BCPH will train two staff members to conduct standardized healthy homes assessments to identify environmental and housing-related health threats within residences. Referrals will be accepted from healthcare providers, schools, childcare providers, community organizations, and self-referrals from residents. Following each assessment, staff will work directly with families and individuals to develop practical recommendations and action plans to address identified concerns. Services will include education on health and safety hazards, implementation of mitigation strategies, referrals to community resources, and distribution of supplies that support healthier living environments. Grant funds will be used to purchase health and safety supplies that assist households in reducing identified risks and implementing recommended interventions.

To ensure program accountability and continuous improvement, the Public Health Director will work closely with assessment staff to collect, analyze, and report program

data to the Minnesota Department of Health on a quarterly basis. Follow-up visits will be conducted with participating households to assess progress, reinforce education, evaluate mitigation efforts, and identify additional support needs.

BCPH will also prioritize primary prevention strategies aimed at reducing environmental health risks before adverse health outcomes occur. One key activity will be the promotion of radon awareness and testing through the distribution of free radon test kits during National Radon Action Month in January. Educational materials regarding radon exposure, testing procedures, and mitigation resources will accompany all distributed test kits. Additional prevention efforts will focus on increasing awareness of asthma triggers, carbon monoxide poisoning, lead exposure, fire safety, indoor air quality, moisture and mold concerns, and injury prevention.

The department's full-time Public Health Educator/Planner will lead community outreach and engagement efforts. Healthy Homes education will be incorporated into existing outreach opportunities, including farmers markets, county fairs, National Night Out events, community celebrations, senior-focused events, school and childcare activities, and other community gatherings. These efforts will help reach priority populations where they live, learn, work, and gather.

BCPH will leverage existing partnerships with healthcare providers, schools, childcare providers, housing agencies, social service organizations, building officials, and community-based organizations to identify households that may benefit from Healthy Homes services. The department will also collaborate with local healthcare systems, including New Ulm Medical Center, Sleepy Eye Medical Center, Madelia Health, and Springfield Hospital and Clinic, to establish referral pathways for patients whose health conditions may be impacted by environmental hazards in the home.

Through a coordinated approach that combines assessment, intervention, prevention, education, and community partnerships, BCPH will improve housing conditions and reduce environmental health risks for residents across Brown County, with a particular focus on supporting low-income families, older adults, children, and other populations disproportionately affected by unhealthy housing conditions

Project Outcomes:

- Trained BCPH staff will conduct 10 comprehensive home assessments and deliver corresponding healthy home interventions per fiscal year, maintaining a 100% completion rate for all logged assessments throughout the multi-year grant cycle.
- Public Health Staff will deliver targeted safe and healthy homes education and primary prevention strategies at a minimum of 5 distinct community outreach events within Brown County each fiscal year of the grant cycle.

- Public Health Director and Community Services Administrator will complete all quarterly reporting and invoicing by the due dates of October 15th, January 15th, April 15th, and July 15th, per year, for each year of the grant cycle.
- Trained staff will log 100% of distributed supplies and completed interventions into the official data tracking inventory supply list within 3 business days, following each home assessment to ensure accurate real-time grant reporting.
- BCPH staff will design, formalize, and launch a structured referral pipeline with key community partners to streamline family and individual intake for home assessments within 30 days of the official grant award date.
- BCPH QI/PM team will create a dashboard for tracking and monitoring progress and to identify areas for improvement related to desired outcomes of the Healthy Homes Grant, within the 1st quarter of the official grant award date.

Project Plan Narrative:

Brown County Public Health (BCPH) will implement a comprehensive Healthy Homes initiative designed to identify and reduce housing-related health and safety hazards among vulnerable residents in Brown County. Through a combination of home assessments, direct interventions, education, community partnerships, and rigorous program management, BCPH will improve living conditions and support healthier home environments for low-income households, families with young children, older adults, and other populations at increased risk of adverse health outcomes related to housing conditions.

A primary component of the project will be the completion of comprehensive healthy home assessments. Trained BCPH staff will conduct 10 home assessments annually throughout the grant cycle. Each assessment will evaluate environmental health and safety risks within the home, including factors that may contribute to asthma, injury, lead exposure, moisture and mold issues, indoor air quality concerns, pest infestations, and other housing-related hazards. Following each assessment, staff will provide individualized recommendations and interventions tailored to the specific needs of the household. BCPH will maintain a 100% completion rate for all scheduled and logged assessments, ensuring that every household receives both an assessment and corresponding intervention services.

In addition to direct household services, BCPH will strengthen community awareness and prevention efforts through outreach and education. Public Health staff will provide safe and healthy homes education at a minimum of five community outreach events each fiscal year. These events will serve as opportunities to educate residents about common household health hazards, prevention strategies, available community resources, and ways to create safer living environments. Educational activities will be incorporated into existing community events and partner-led gatherings to maximize reach and engagement among priority populations.

Strong program administration and accountability will support successful project implementation. The Public Health Director and Community Services Administrator will oversee grant management activities and ensure compliance with all grant requirements. Quarterly reports and reimbursement requests will be completed and submitted by the required deadlines of October 15, January 15, April 15, and July 15 each year throughout the grant cycle. Timely reporting will allow BCPH to monitor project progress, evaluate outcomes, and maintain transparent communication with funding partners.

To ensure accurate tracking of project activities and resources, trained staff will maintain detailed documentation of all interventions and supplies distributed to participating households. Following each home assessment, staff will enter 100% of distributed supplies and completed interventions into the program's inventory and data tracking system within three business days. This process will support real-time monitoring of project outputs, facilitate accurate grant reporting, and help ensure responsible stewardship of grant-funded resources.

Recognizing the importance of community collaboration, BCPH will establish a formal referral pipeline with key community partners within 30 days of the grant award date. Potential referral partners include healthcare providers, social service agencies, housing organizations, schools, early childhood programs, senior service providers, and other community-based organizations. The referral process will create a streamlined pathway for identifying and connecting eligible individuals and families to Healthy Homes assessment services. Formalizing these partnerships will increase awareness of the program, improve access to services, and help ensure that residents most affected by housing-related health concerns receive timely support.

BCPH will include and track the projected outcomes listed above through our robust quality improvement and performance management tracking system. We will create a dashboard for the Healthy Homes Grant to track on a quarterly basis what the desired outcomes of the grant are. This will ensure BCPH, as an agency, is meeting desired outcomes and evaluate the proposed project overview and narrative.



6/11/2026

To Whom It May Concern:

I am pleased to provide this letter of support for Brown County Public Health's Healthy Homes Grant application. As a community partner dedicated to promoting the health and well-being of Brown County families, I strongly support efforts to improve housing conditions and reduce environmental health hazards within our community.

Housing plays a significant role in health outcomes. Exposure to hazards such as mold, moisture issues, poor indoor air quality, lead-based paint, pests, fall risks, and other environmental concerns can contribute to chronic disease, injury, and poor health, particularly among children, older adults, and individuals with underlying health conditions. Many residents are unaware of these risks or lack the resources necessary to address them.

The Healthy Homes project will provide valuable education, outreach, assessment, and prevention activities that empower residents to identify and mitigate health and safety concerns within their homes. By increasing awareness and connecting households with resources and support, this project will help prevent illness and injury while promoting healthier living environments throughout Brown County.

Brown County Public Health has a strong history of implementing evidence-based public health initiatives and collaborating with community partners to address local health priorities. Their established relationships, trusted presence in the community, and commitment to health equity position them well to successfully carry out this project and reach populations that may be at increased risk for housing-related health concerns.

This grant will help expand local capacity to address environmental health issues before they become more serious and costly problems. The project aligns with broader community health goals by promoting safe housing, reducing preventable health risks, and improving quality of life for residents across Brown County.

We fully support Brown County Public Health's application and encourage favorable consideration of this funding request. The Healthy Homes project represents an important investment in the health, safety, and well-being of our community.

Thank you for your consideration.

Sincerely,

Jessica Lehman
Family Advocate

Ivy House
507-766-6925

Ivyhousefamilyadvocate@gmail.com



June 10th, 2026

To Whom It May Concern:

I am pleased to provide this letter of support for Brown County Public Health's Healthy Homes Grant application. As a community partner dedicated to promoting the health and well-being of Brown County residents, I strongly support efforts to improve housing conditions and reduce environmental health hazards within our community.

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We fully support Brown County Public Health's application and encourage favorable consideration of this funding request. The Healthy Homes project represents an important investment in the health, safety, and well-being of our community.

Thank you for your consideration.

Sincerely,

Annie Braun
Social Services Supervisor
Brown County Human Services
(507) 359-6538
annie.braun@browncountymn.gov



Independent School District #88
New Ulm Public Schools
Home of the Eagles

New Ulm High School
Mark Bergmann, Principal
Adam Neubarth, AP/AD
Joseph Lopez, AP
1600 Oak Street
New Ulm, MN 56073
Phone 507-233-6400

New Ulm Middle School
Michelle Miller, Principal
Todd Toulouse, AP/AD
414 South Payne Street
New Ulm, MN 56073
Phone 507-233-6100

Jefferson Elementary
Denise Einck, Principal
Paul Henn, AP
318 South Payne Street
New Ulm, MN 56073
Phone 507-233-3500

Washington Learning Center
Dawn Brown, Principal
910 14th North Street
New Ulm, MN 56073
Phone 507-233-8300

CTE Center
208 North Valley Street
New Ulm, MN 56073
Contact High School at
Phone 507-233-6400

To Whom It May Concern:

6/10/2026

On behalf of New Ulm Public Schools, I am pleased to offer this letter of support for Brown County Public Health's application for the Minnesota Department of Health Healthy Homes Grant.

At New Ulm Public Schools, we recognize that student learning and well-being are closely connected to the conditions in which children and families live. Safe, healthy housing plays a critical role in supporting attendance, academic success, physical health, and social-emotional well-being. When families face environmental health concerns such as poor indoor air quality, mold, pests, lead exposure, safety hazards, or other housing-related challenges, the effects are often reflected in the classroom and can create barriers to student success.

Brown County Public Health has long been a trusted partner in promoting the health and well-being of children and families throughout our community. The Healthy Homes Grant presents an important opportunity to expand local resources and provide practical support that helps families create safer and healthier living environments. The proposed activities, including home assessments, education, prevention efforts, community outreach, and access to resources such as smoke detectors, carbon monoxide detectors, mattress protectors, and other health and safety interventions, align well with our shared commitment to supporting families and strengthening our community.

Our educators, counselors, nurses, and school leaders work closely with families every day and understand the challenges some households face in maintaining safe and healthy living conditions. We value opportunities to collaborate with Brown County Public Health to connect families with resources that can improve their quality of life and reduce barriers that may impact student health and learning.

We believe this grant will strengthen Brown County's capacity to address housing-related health concerns through prevention, education, and early intervention. By investing in healthier homes, we are also investing in healthier children, stronger families, and a more vibrant community.

New Ulm Public Schools fully supports Brown County Public Health's Healthy Homes Grant application and encourages favorable consideration of this funding request.

Thank you for your consideration.

Sincerely,



Sean Koster

District Offices
Sean Koster, Superintendent
414 South Payne Street, New Ulm, MN 56073
Phone 507-233-6180

Empowering our learning community through equitable, engaging, and innovative programming.

Sleepy Eye Public School

400 Fourth Avenue SW, Sleepy Eye, MN 56085
Ph# (507) 794-7903 Fax# (507) 794-5404

John Cselovszki
Superintendent

Benjamin Westphal
Elementary Principal

Shane Laffen
High School Principal

6/10/26

To Whom It May Concern:

I am pleased to provide this letter of support for Brown County Public Health's Healthy Homes

Grant application. As a community partner dedicated to promoting the health and well-being of Brown County residents, I strongly support efforts to improve housing conditions and reduce environmental health hazards within our community.

Housing plays a significant role in health outcomes. Exposure to hazards such as mold, moisture issues, poor indoor air quality, lead-based paint, pests, fall risks, and other environmental concerns can contribute to chronic disease, injury, and poor health, particularly among children, older adults, and individuals with underlying health conditions. Many residents are unaware of these risks or lack the resources necessary to address them.

The Healthy Homes project will provide valuable education, outreach, assessment, and prevention activities that empower residents to identify and mitigate health and safety concerns within their homes. By increasing awareness and connecting households with resources and support, this project will help prevent illness and injury while promoting healthier living environments throughout Brown County.

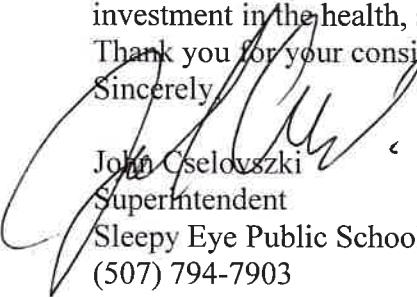
Brown County Public Health has a strong history of implementing evidence-based public health initiatives and collaborating with community partners to address local health priorities. Their established relationships, trusted presence in the community, and commitment to health equity position them well to successfully carry out this project and reach populations that may be at increased risk for housing-related health concerns.

This grant will help expand local capacity to address environmental health issues before they become more serious and costly problems. The project aligns with broader community health goals by promoting safe housing, reducing preventable health risks, and improving quality of life for residents across Brown County.

We fully support Brown County Public Health's application and encourage favorable consideration of this funding request. The Healthy Homes project represents an important investment in the health, safety, and well-being of our community.

Thank you for your consideration.

Sincerely,



John Cselovszki
Superintendent
Sleepy Eye Public School
(507) 794-7903

john.cselovszki@sleepyeye.mntm.org



REQUEST FOR BOARD ACTION

Requested Board Date: 6/23/2026

Originating Department: Human Services

Requested Presentation Time (if applicable): With other HS Items

Presenter: Anne Broskoff, Human Services Director

Item: 2027 Human Services Staffing Request (15 mins)

Board Action Requested:

Approve inclusion of 1 FTE Family Based Provider position as part of 2027 budget.

Background:

The Human Services Department is seeking County Commissioner Board Approval to add a new Full-Time Equivalent (FTE) Family Based Provider position for 2027. The attached requisition provides the duties, rationale, funding and impacts of this request.

In summary, this position is being requested due to:

- Implementation of MAAFPCWDA
 - Employ 'active efforts' to 100% of child protection cases
 - Intensity and activity increases to engage with families
 - Limited non-county services available
 - This position can be funded with **one-time allocation** for 2027

Supporting Documents:

1. Position Requisition FB

Administrator's Comments:

Laura Whittington, Human Services
Anne Broskoff, Human Services
Sam Hansen, Administration

Created/Initiated - 6/17/2026
Approved - 6/17/2026
Final Approval - 6/18/2026

**Brown County Human Services
New Position Requisition**

Position Title: Family Based Provider **Proposed Start Date:** 1/1/2027

Human Services Unit: Social Services **Supervisor:** Denise Kamm

Status: X Full-time _____ Part-Time _____ Temporary

Grade: 6 or _____ Job Description needs to be reviewed/graded

1. What will the essential functions performed by this position include?

- Provide direct support services to families in accordance with their case plan
- Connect families with formal and informal resources
- Provide services in the home, office and community
- Facilitate parenting and youth groups
- Provide transportation
- Provide documentation for court
- Facilitate supervised visitation
- Testify in court proceedings

2. Are these functions/services performed by this position mandated that the County provide? X YES _____ NO _____ BOTH, explain:

3. Why are you recommending this position be authorized?

The Minnesota African American Family Preservation Child Welfare Disproportionality Act (MAAFPCWDA or "The Act") will go into effect January 1, 2027. The Act will vastly impact around 80% of the people served by the Human Services Child Welfare Unit of Brown County. DCYF indicates for 2027 we only serve families based on one eligibility category; however, Brown County Attorney staff advise we provide services to all families (100%) to avoid legal liability.

Meeting Active Efforts Requirements and Supporting Family Preservation:

Implementation of the Minnesota African American Family Preservation and Child Welfare Disproportionality Act requires counties to provide meaningful active efforts to prevent unnecessary child removal, support family preservation, and promote reunification whenever safely possible. While Social Workers are responsible for assessment, case planning, and safety decision-making, many families require hands-on assistance to successfully engage in services and meet case plan expectations.

A Family-Based Provider directs support through transportation, supervised visitation, parenting education training, resource coordination, and ongoing family engagement. These services help ensure that active efforts extend beyond referrals and result in meaningful access to supports that strengthen families and improve child welfare outcomes.

Addressing Service Gaps and Barriers to Family Engagement:

Families involved with the child welfare system often face significant barriers to accessing services (especially culturally appropriate services), including transportation challenges, limited provider availability, waitlists, scheduling conflicts, and other practical obstacles. These challenges can be especially pronounced in rural communities where service options may be limited.

A Family-Based Provider helps bridge these gaps by providing direct assistance and helping families navigate available resources. The position creates additional capacity to support families when community-based services are unavailable, delayed, or difficult to access. By reducing barriers to participation, families are better positioned to engage in services and make progress toward their goals.

Improving Outcomes Through Direct Family Support and Early Intervention:

Many of the factors contributing to child welfare involvement can be addressed through timely support, resource connection, and skill-building. Early intervention and practical assistance can help stabilize families, reduce stressors, and prevent concerns from escalating to more intensive child welfare involvement.

A Family-Based Provider builds relationship-based support focused on helping families access resources, strengthen parenting skills, maintain connections with their children, and successfully engage in services. This proactive approach supports improved outcomes for children and families, promotes family stability, and aligns with the goals of reducing disproportionality and strengthening family preservation efforts.

4. What alternatives to hiring a new position have been considered?

There are still a lot of unknowns regarding the additional amount of work The Act will require. This request is not based on projected caseload growth. Rather, it reflects the increased intensity of work required within existing cases. Successful implementation of the Act requires more frequent family contact, hands-on support, active efforts, service coordination, and documentation than current staffing levels can reasonably absorb.

There are no community providers available we can shift this added work onto. Having an intern (unpaid labor) is not sustainable given students are only with the county for three months and by the time they learn basic elements of the work they are done with their educational placement. A Family Based Provider is unique to the Child Welfare Unit and there really isn't the same band/grade and trained Human Services Employee who can laterally transfer. Additionally, most other Human Services Staff are working at or above capacity. Moving staff across units would result in significant service disruptions.

It is also noted that early estimation of staffing to successfully implement The Act would require 8 more Child Protection Social Workers (to achieve 5:1 ratio), 1 Case Aide (case review and Social Worker support), 2 Family-Based Providers and an additional Supervisor. Due to limited, one-time funding this is the most conservative request to attempt to meet the Act's mandates. It would be anticipated once implementation has begun that additional staffing needs may be apparent and needed for 2028.

5. Please indicate how this position will be funded? Check all that apply and specify grant or revenue source.

☐ 100% County Levy
☒ 100% Revenue or grant*
☐ part Levy/part Grant/revenue

	Step 1	Step 13
Annual Salary	\$58,011	\$81,744
Plus Benefits	\$24,794	\$28,814
Less Revenue*	-\$100,000	-\$100,000
Infrastructure	\$4000	\$4000
Total Cost	-\$13,195	\$14,558

Obtain annual benefit cost and estimated revenue from Fiscal Supervisor

Since it is expected there will be no new cases, the revenue earned will likely be flat

We took 2026 pay plan and added in 3% for COLA

Infrastructure: Computer, phones, office furniture (estimate)

*one time funding allocation for 2027

6. What new or additional funding would support this position?

The 2026 Legislative session appropriated one-time funding to support staffing and services in order to implement The Act. Each county will at least receive a base of \$100,000. This is a formula-based allocation for which it is estimated Brown County will receive slightly more than the base.

It will be a priority for all Minnesota Counties to seek permanent allocation in the 2027 session.

Currently, we have been supplementing a family-based position with funding from the CMH screening grant, FFPSA (Families First Preservation Services Act) grant and Opioid grant.

7. What would the impact be to your customers and the community if this position is not authorized?

Without this position, the county's ability to provide the level of active efforts, family engagement, and direct support envisioned under the Minnesota African American Family Preservation and Child Welfare Disproportionality Act may be significantly limited. Families may experience greater difficulty accessing services, overcoming barriers to participation, and successfully engaging in case plan activities. This could result in delayed progress toward family stabilization, reunification, and permanency for children.

The absence of dedicated family support capacity may also increase the likelihood that unmet needs and service gaps go unaddressed, reducing opportunities for early intervention and family preservation. In rural communities where provider shortages already exist, families may face additional challenges accessing parenting education, visitation support, transportation, and other critical services.

From an organizational perspective, implementation of the Act requires increased active efforts, family engagement, service coordination, and documentation within existing cases. Without additional support staff, these responsibilities would be absorbed by existing staff, increasing workload demands and potentially reducing the time available for core assessment, safety, and case management functions. Over time, this may contribute to staff burnout, turnover, and recruitment challenges.

Failure to consistently meet statutory requirements and implementation expectations may also increase the risk of corrective action from state oversight agencies, negatively impact funding opportunities, and expose the county to increased legal and compliance risks.

8. How does this position support the core mission of your department?

The Family-Based Provider position directly supports the department's mission of promoting child safety, strengthening families, fostering self-sufficiency, and improving outcomes for children and communities. By providing hands-on support, resource coordination, transportation assistance, visitation services, and family engagement, this position helps families overcome barriers that may contribute to child welfare involvement. The position not only assists families in accessing needed services but also

helps build the skills, knowledge, and connections necessary to achieve greater independence and long-term stability. Through a family-centered and prevention-focused approach, the Family-Based Worker enhances the department's ability to support family preservation, reunification, and positive child and family outcomes while reducing reliance on more intensive system interventions.

Completed by: Denise Kamm

Date: 6/8/2026

Reviewed by Department Head: Anne Broskoff

Date: 6/9/2026



REQUEST FOR BOARD ACTION

Requested Board Date: 6/23/2026

Requested Presentation Time (if applicable): With other HS Items

Item: Human Services Monthly Update (10 mins)

Originating Department: Human Services

Presenter: Anne Broskoff, Human Services Director

Board Action Requested:

Accept and order file the Human Services monthly update report

Background:

Human Services Monthly update

Supporting Documents:

1. Human Services Monthly Update
2. Jun 26 OHP graph
3. Heartland Passengers
4. Heartland Collections
5. PL Conference Attendance Report

Administrator's Comments:

Kellie Augustin, Administration
Anne Broskoff, Human Services
Sam Hansen, Administration

Created/Initiated - 6/17/2026
Approved - 6/17/2026
Final Approval - 6/18/2026

Human Services Monthly Update

June 23, 2026

1. Out of Home Placements:

- The attached graph shows youth placement costs for the past 12 months
- Placement Updates:
 - 15 children placed due to child safety needs; since May 26 Board Meeting.
 - One child entered foster care
 - 12 children placed due to mental health or disability needs; no changes since May 26 Board meeting
 - 1 child placed by Juvenile Probation; there have been no changes since May 26 Board meeting

2. Staffing:

- Bus Driver- over 30 hrs: Offer made
- Bud Driver Under 29 hours: accepting applications

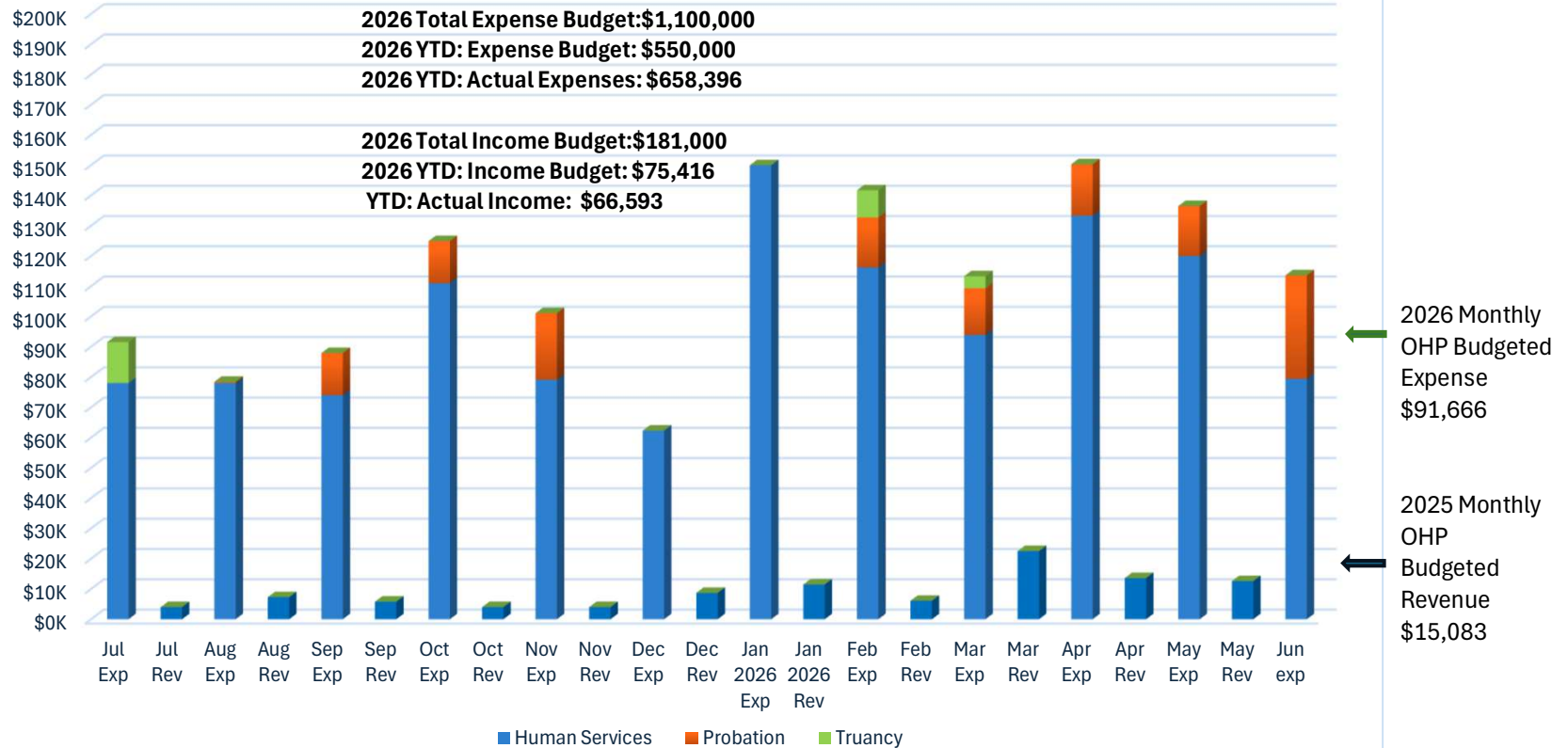
3. Transit:

- The latest reports that include 2026 data are attached for your review.

4. Rural Health Transformation Program: Child and Adolescent Mental Health Initiative: The Minnesota Department of Health opened this grant opportunity that is a federal program that provides grants to states to support rural communities in improving health care access, quality and outcomes by transforming health care ecosystem. The initiatives will serve as a mechanism for regional collaboration to build effective community-based mental health services for rural Minnesota youth. The 10 counties comprising the South-Central Community Based Initiative (SCCBI) have submitted our proposal on June 15, 2026. We are seeking an award of \$295,820 to fund the following activities from July 2026 through September 30, 2027 (there are funds, depending on further federal approval, for a total of 5 years): .5 FTE Coordinator, update children's continuum of care gaps analysis, Children's crisis stabilization project, lived experience recruitment and training, provider network expansion, mini-grant implementation, evaluation and data collection and administrative and fiscal compliance.

5. Provider Revalidation: On a regular basis, the Minnesota Department of Human Services works with Providers who enroll with DHS to bill for Medicaid services. I have come to understand that the federal government and the State of Minnesota have agreed to re-validate all Minnesota providers within a very short time frame. This process is called revalidation and also applies to Minnesota Counties. This round Counties were notified with minimal instructions. We submitted the same forms we did last round; however, those were rejected and we were asked to submit numerous other forms and documentation. Those forms are meant to be completed by providers other than counties and as such many of the endorsements or acknowledgements were not exactly applicable. We have spent considerable time with DHS staff to guide us on how to fill out the forms and are hopeful we will get approved.

June 2026 OHP Revenue and Expense Human Services - Probation - Truancy



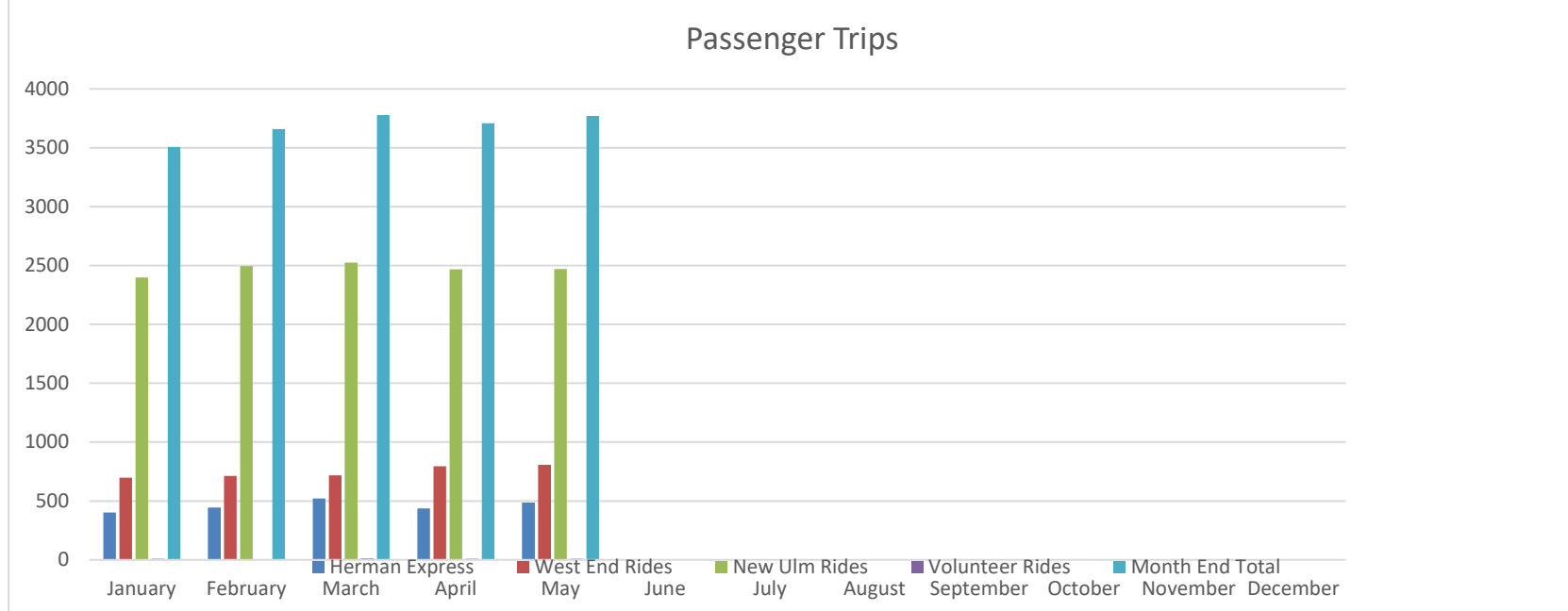
OHP CLIENTS IN CARE

	Jun 25	Jul 25	Aug 25	Sep 25	Oct 25	Nov 25	Dec 25	Jan 26	Feb 26	Mar 26	Apr 26	May 26
Human Services	25	25	25	25	24	26	28	28	32	26	26	25
Truancy	1	1	0	0	0	0	0	0	1	1	0	0
Probation	0	0	1	1	1	1	1	1	1	1	1	2
Total Clients	26	26	26	26	25	27	29	29	34	28	27	27

BROWN COUNTY HEARTLAND EXPRESS BOARD REPORT

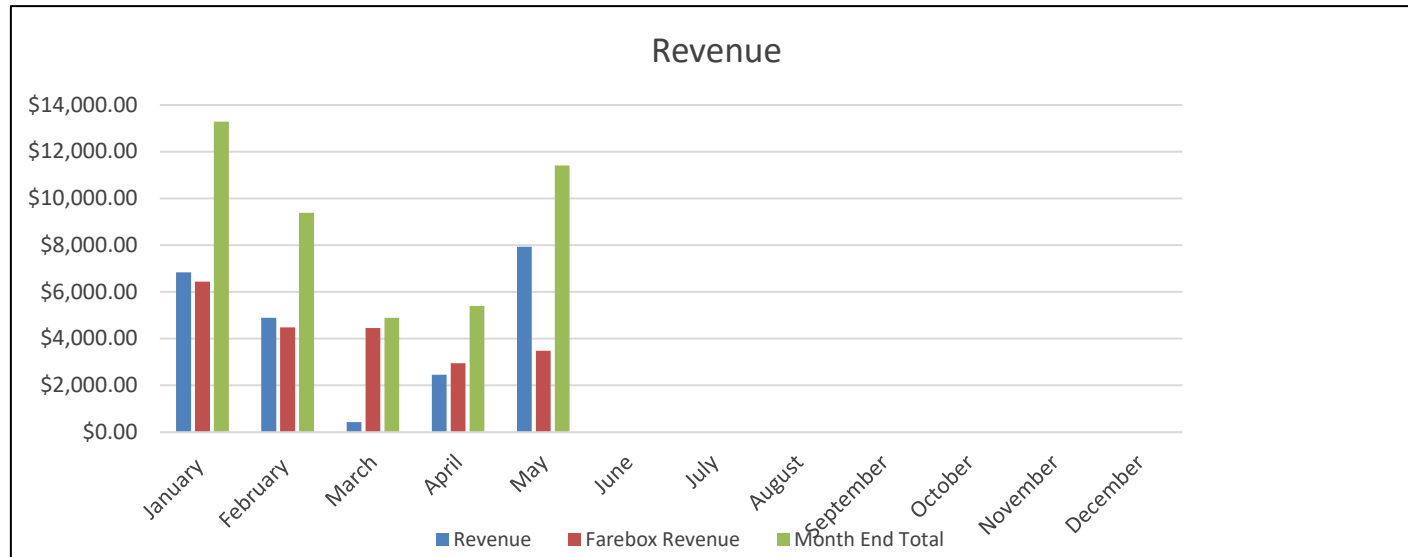
PASSENGER TRIPS

2026 (YTD)	<i>Herman Express</i>	<i>West End Rides</i>	<i>New Ulm Rides</i>	<i>Volunteer Rides</i>	<i>Month End Total</i>
January	401	698	2399	10	3,508
February	445	713	2496	5	3,659
March	522	718	2526	12	3,778
April	436	794	2468	9	3,707
May	486	806	2469	10	3,771
June					0
July					0
August					0
September					0
October					0
November					0
December					0
YTD Totals					



BROWN COUNTY HEARTLAND EXPRESS BOARD REPORT **REVENUE**

2026(YTD)	<i>Revenue</i>	<i>Hermann Revenue</i>	<i>Farebox Revenue</i>	<i>Month End Total</i>
January	\$6,840.08	\$296.81	\$6,443.27	\$13,283.35
February	\$4,899.71	\$414.39	\$4,485.32	\$9,385.03
March	\$428.30	\$534.56	\$4,462.74	\$4,891.04
April	\$2,453.62	\$485.26	\$2,953.37	\$5,406.99
May	\$7,931.14	\$480.70	\$3,484.96	\$11,416.10
June				\$0.00
July				\$0.00
August				\$0.00
September				\$0.00
October				\$0.00
November				\$0.00
December				\$0.00
YTD Totals				\$44,382.51



BROWN COUNTY HUMAN SERVICES CONFERENCE ATTENDANCE REPORT

This form is to be completed on each approved training/conference attended more than one day in length.

Name of Conference/Training :(please spell out acronyms) CTAA (Community Transportation Association of America) annual conference in Omaha Nebraska

Date of Attendance: May 10 to 14 2026

Name(s) of Attendees and Position: Pat LaCourse Transit Manager

List three things you learned at the conference that was new information or helped you enhance your knowledge in your current position.

Looking for routing software and there were quite a few vendors there to look at since we are working on getting new routing software and I was able to visit with quite a few of the vendors to get a better look at them, and I was able to convince a few of them to bid on our RFP

How to talk to boards and TAC's and what information they need to make informed decisions. I have always tried to make sure the board and TAC's as well as others that I talk to about transit are informed and have a favorable opinion of transit, and what we do.

Transit funding in the future and how many DOT's fund transit, and Minnesota is funded way better than most states, and how many in the industry are envious of what we have and how we move people.

Signature _____ *Pat LaCourse* _____ Date ____June 3, 2026_____

Please return to Laura W – Thanks



REQUEST FOR BOARD ACTION

Requested Board Date: 6/23/2026

Requested Presentation Time (if applicable):

Originating Department: Highway

Presenter: Andrew Lang, Engineer, Alexandra Davis,
Assistant Engineer

Item: SAP 008-617-010 Reconstruction Project on CSAH 17 (2 mins)

Board Action Requested:

Set bid letting date for the CSAH 17 Reconstruction Project in Comfrey for July 29, 2026 at 10:00 AM to be opened electronically via BidVAULT at the Highway Department, 1901 N. Jefferson St, New Ulm, MN 56073.

Background:

CSAH 17 along the South County Line in Comfrey is planned for a reconstruction project. The City is proposing to replace water and sanitary sewer throughout the project. This road will be sub-cut and a granular base built to support 10-ton loads, with new curb and gutter and bituminous pavement. The storm sewer system will also be reconstructed with a new main.

The plan has been approved for construction. The project will be funded with regular and municipal state aid and local funds as shown in the current ten-year program.

- SAP 008-617-010; CSAH 17 - In Comfrey; Reconstruction; 0.739 miles

The Highway Department recommends the Board set the letting date for July 29, 2026, at 10:00 AM. Bids will be opened electronically via BidVAULT at the Highway Department. The results will be brought to the Board for approval on August 4, 2026, and to the City of Comfrey on August 11, 2026.

The project is anticipated to be split into two phases with underground utility work completed in 2026 and concrete and paving work completed in 2027.

Supporting Documents:

None

Administrator's Comments:

Andrew Lang, Highway
Andrew Lang, Highway
Sam Hansen, Administration

Created/Initiated - 6/17/2026
Approved - 6/17/2026
Final Approval - 6/18/2026



REQUEST FOR BOARD ACTION

Requested Board Date: 6/23/2026

Requested Presentation Time (if applicable):

Item: County Ditch 44 Tile Outlet Cleanout (5 mins)

Originating Department: Auditor-Treasurer

Presenter: Kelly Hotovec, Auditor-Treasurer, Andrew Lang, Engineer

Board Action Requested:

Approve the CD 44 tile outlet cleanout project to Precision Farm Drainage for the amount of \$4,880.00.

Background:

County Ditch 44 is an all tile system that outlets into a short channel before entering Lake Hanska. With all the tile washouts occurring throughout the years, the channel and the end of the tile have filled with sediment. This repair is to clean approximately 300 feet of the channel to the lake and jet-clean up to 500 feet of the tile. This project is within a CREP easement so any sediment and debris must be hauled off-site to not destroy the natural vegetation. All land disturbances must be restored per BWSR standards.

Quotes were requested by 12 contractors and the bids are as follows:

Company	Total Bid Price
Precision Farm Drainage	\$4,880.00
Heiderscheidt Construction	\$9,958.75
Walters Excavating	\$12,250.00
Sandgren Trucking and Excavating	\$19,340.00
Ellingson	\$31,686.20
MR Paving & Excavating	\$41,120.00
Engineers Estimate	\$10,725.00

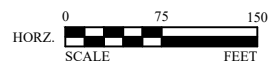
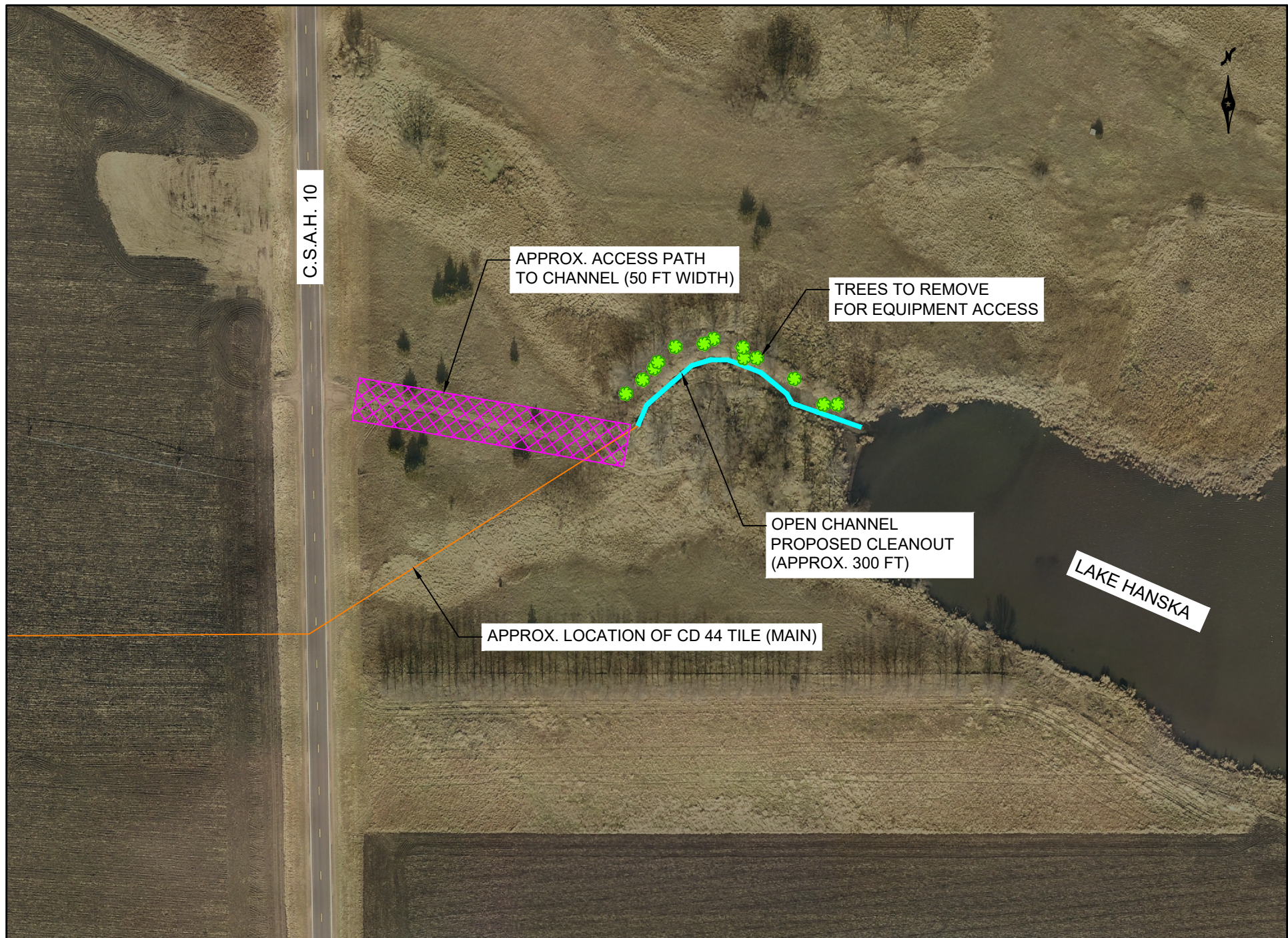
Supporting Documents:

1. Pages from CD 44 -- 2026 CLEANOUT
2. CD 44 Contract

Administrator's Comments:

Andrew Lang, Highway
Andrew Lang, Highway
Charles Hanson, Attorney
Sam Hansen, Administration

Created/Initiated - 6/17/2026
Approved - 6/17/2026
Approved - 6/17/2026
Final Approval - 6/18/2026



COUNTY DITCH NO. 44 - OUTLET CLEANOUT

BROWN COUNTY, MINNESOTA

SHEET
1
OF
3

COUNTY DITCH 44
DRAINAGE AUTHORITY- INDEPENDENT CONTRACTOR AGREEMENT

This Agreement made this 23rd day of June 2026, between the CD 44 DRAINAGE AUTHORITY, (the "DRAINAGE AUTHORITY"), and Precision Farm Drainage, 40702 690th Ave, St. James, MN 56081 ("CONTRACTOR").

- A. **SCOPE OF WORK.** CONTRACTOR agrees to provide for all labor, materials, mechanical equipment, furnishings, tools, construction equipment and machinery, approvals, permits, licenses, fees, transportation, and other facilities and services necessary for the execution and completion of CD 44 Tile Outlet Cleanout Repair pursuant to the specifications attached hereto and incorporated herein as Exhibit A (the "Work") for the sum of \$4,880.00 (the "Contract Price") to be paid by the DRAINAGE AUTHORITY to CONTRACTOR. The Work will begin on or before July 6, 2026 (the "Start Date") and will be substantially completed by August 1, 2026 (the "Substantial Completion Date").
- B. **SUBSTANTIAL COMPLETION.** The Work will be deemed substantially completed when CONTRACTOR and DRAINAGE AUTHORITY agree upon a Certificate of Substantial Completion. The Certificate of Substantial Completion shall specify whether CONTRACTOR will thereafter maintain any responsibility for the job site items such as security, maintenance, utilities, insurance, and damage to the Work, include a list of items which are part of the Work that are not complete as of the Substantial Completion Date ("Punch List Items") and state a time for completion of all Punch List Items.
- C. **PAYMENT OF CONTRACT PRICE.** DRAINAGE AUTHORITY shall pay the Contract Price to CONTRACTOR in the following manner at the times indicated:
1. **Before Substantial Completion.** CONTRACTOR may request progress payments for portions of the Work completed prior to the Substantial Completion Date ("Progress Payments"). CONTRACTOR shall not request a Progress Payment more often than once during any one 30-day period. Any Progress Payment may be subject to a "Retainage" so that CONTRACTOR may receive 95% of such part of the Progress Payment with the remaining 5% being retained by DRAINAGE AUTHORITY until Substantial Completion. County is obligated to pay CONTRACTOR in compliance with each request by CONTRACTOR for a Progress Payment only to the extent that CONTRACTOR provides DRAINAGE AUTHORITY with a partial Lien Waiver in an amount equal to the Progress Payment.
 2. **Upon Substantial Completion.** The unpaid balance of the Contract Price less an amount up to 200% of the estimated cost of CONTRACTOR completing the Punch List Items ("Substantial Completion Payment") is due and payable upon acceptance of the Certificate of Substantial Completion. DRAINAGE AUTHORITY is obligated to pay CONTRACTOR the Substantial Completion Payment only to the extent that CONTRACTOR provides DRAINAGE AUTHORITY with a partial Lien Waiver in an amount equal to the Substantial Completion Payment.
 3. **Upon Final Completion.** Upon final completion of the Work, including all Punch List Items, CONTRACTOR shall prepare for DRAINAGE AUTHORITY's acceptance a Final Application for Payment stating that, to the best of CONTRACTOR's knowledge, and based on DRAINAGE AUTHORITY's inspections, the Work has been completed in accordance with this Agreement. DRAINAGE AUTHORITY is obligated to pay CONTRACTOR in compliance with the Final Application for Payment only upon the CONTRACTOR providing DRAINAGE AUTHORITY with a final Lien Waiver.

"Lien Waiver" in this Contract means a Receipt and Waiver of Mechanic's Lien Rights, Minnesota Uniform Conveyancing Blank Form 40.5.1.

D. CONTRACTOR'S RESPONSIBILITIES.

1. **Quality of Work.** CONTRACTOR shall perform and complete the Work in a good and workmanlike manner. The Work shall be free from material defects. All materials, fixtures, and equipment shall be new unless otherwise specified, of good quality, and free from defects. All Work shall conform to applicable building codes and laws. Upon completion of construction, all improvements will comply with all applicable laws, ordinances, and regulations, covenants, easements, and restrictions affecting the property. CONTRACTOR shall promptly correct any work not completed according to this Contract and shall repair or replace any defective materials, fixtures, or equipment if requested by DRAINAGE AUTHORITY.

2. **Construction Obligations.** CONTRACTOR will supervise and be solely responsible for all construction means, methods, techniques and procedures for the Work. CONTRACTOR will provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary for execution and completion of the Work. CONTRACTOR will comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority having jurisdiction over performance of the Work. CONTRACTOR shall maintain the property in a reasonably clean condition throughout the course of construction so that DRAINAGE AUTHORITY may continue to use and occupy that part of the property not under construction. Upon completion of the Work, CONTRACTOR will remove all of CONTRACTOR's tools, equipment, and surplus materials from the property.
3. **Subcontractors.** A "Subcontractor" is a person or entity who has a contract with or authority from CONTRACTOR to perform any part of the Work. CONTRACTOR shall be solely responsible for the conduct and performance of Subcontractors.
4. **Mechanics' Liens.** CONTRACTOR will timely pay all Subcontractors, laborers, and material suppliers for their respective contributions to the Work so as to prevent mechanics' or material suppliers' liens against the property. CONTRACTOR will indemnify, defend, and hold DRAINAGE AUTHORITY harmless for any such liens against the property, and this indemnity will survive termination of this Contract.
5. **Condition of Property.** CONTRACTOR covenants that, by the Substantial Completion Date, CONTRACTOR shall have removed all trash, garbage, and miscellaneous discarded materials from the property, and shall leave the property and the Work in a thoroughly clean condition.
6. **Indemnification; Protection of Property and Persons.** CONTRACTOR will indemnify, defend, and hold DRAINAGE AUTHORITY harmless from and against all claims, damages, losses, and expenses, including but not limited to reasonable attorneys' fees for bodily injury, sickness, disease or death or for injury to or destruction of tangible property including the resulting loss of use arising out of or resulting from any negligent act or omission of CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by CONTRACTOR or any Subcontractor or anyone for whose acts any of them may be liable.
7. **Insurance.** CONTRACTOR has, and will continue to maintain, insurance coverage sufficient to protect CONTRACTOR and County from the claims of workers under the Worker's Compensation Act and other employee benefit acts for damages because of bodily injury, including death. CONTRACTOR has, and will continue to maintain, insurance coverage sufficient to protect CONTRACTOR and DRAINAGE AUTHORITY from claims for damages to property which may arise out of or result from CONTRACTOR's work under this Contract, whether the Work is conducted by CONTRACTOR or by any Subcontractor or anyone directly or indirectly employed by CONTRACTOR or Subcontractor. CONTRACTOR shall obtain and maintain liability insurance sufficient to protect DRAINAGE AUTHORITY against all claims that arise from any operations under this Contract, which insurance policy will name DRAINAGE AUTHORITY as an additional insured. CONTRACTOR will also insure the Work against the perils of fire and extended coverage shall include "all risk" insurance for physical loss or damage, including, without duplication of coverage, theft, vandalism, and malicious mischief, which insurance policy will name DRAINAGE AUTHORITY as an additional insured. CONTRACTOR shall obtain, maintain, and pay for Commercial General Liability insurance coverage with a Contractual Liability endorsement. Before the Start Date, CONTRACTOR will give DRAINAGE AUTHORITY certificates evidencing the insurances required by this Part E.7. Unless otherwise stated on the attached Exhibit A, the minimum limits on liability coverage shall be as follows:

General Liability	\$3,000,000.00 each person
Automotive Liability	\$1,500,000.00 each occurrence
Property Damage	\$1,500,000.00 each occurrence
Workmen's Compensation	In accordance with state statutes

8. **Manufacturers' Warranties.** CONTRACTOR will assign to DRAINAGE AUTHORITY all available manufacturers' warranties applicable to materials, fixtures, or equipment installed by CONTRACTOR or by any Subcontractor as a part of the Work.
9. **Default.** If CONTRACTOR breaches a material term of this Contract, and fails to cure the breach within 5 business days after written notice by DRAINAGE AUTHORITY, CONTRACTOR shall be deemed to be in default.

E. WARRANTIES OF CONTRACTOR.

- 1. Contractual Warranties.** The following Contractual Warranties apply:
- (a) CONTRACTOR represents and warrants to DRAINAGE AUTHORITY that CONTRACTOR is licensed to perform the Work in Minnesota and CONTRACTOR has the financial and staffing capacity to complete the Work.
 - (b) CONTRACTOR warrants to DRAINAGE AUTHORITY that all materials, fixtures and equipment will be new unless otherwise specified, of good quality, and free from defects, and that all Work will be of good quality. To the extent a higher standard of quality other than “good” has been specified for any part of the Work, CONTRACTOR warrants that the applicable item of Work will conform to that higher standard.
 - (c) CONTRACTOR warrants that the Work will be as shown on Exhibit A, the plans, specifications and other documents that comprise this Contract.
 - (d) CONTRACTOR shall remain responsible for CONTRACTOR’s warranties and for conformance of the Work, materials, fixtures, and equipment with the requirements of the Contract for three years following the final Completion Date.
 - (e) CONTRACTOR covenants that CONTRACTOR will correct any defective or non-conforming Work, and repair or replace any defective or non-conforming materials, fixtures, or equipment, and that such corrective action will begin and be completed promptly, at the sole expense of CONTRACTOR. Notification of non-conformance or defect and repair by CONTRACTOR is not a waiver or release of CONTRACTOR’s obligation for any such repair that might arise in the future.
 - (f) CONTRACTOR warrants that all work and/or services provided pursuant to this contract shall comply with all Federal, State and local laws and rules regarding the protection of the environment and the control of workplace safety.
- 2. Other Warranties.** The Contractual Warranties of Part F.1 shall not in any way void or diminish other warranties which may arise as a matter of law or equity.

F. GOVERNING LAW. This Contract is governed by Minnesota law.

G. RESTRICTION ON ASSIGNMENT. Neither party may assign this Contract without the written consent of the other party. This restriction does not preclude the hiring of Subcontractor(s) for performance of part(s) of the Work.

CONTRACTOR:

By: _____

Its: _____

DRAINAGE AUTHORITY:

Brown County Board Chairman

Brown County Auditor



REQUEST FOR BOARD ACTION

Requested Board Date: 6/23/2026

Requested Presentation Time (if applicable): 5 minutes

Item: Resolution No. 2026-17: Performance Measures Report (5 mins)

Originating Department: Auditor-Treasurer

Presenter: Kelly Hotovec, Auditor-Treasurer, Resa Harris, Property Tax Specialist

Board Action Requested:

Accept by Resolution No. 2026-17, participation in the Performance Measures Program and actual results of the 2026 Performance Measures Report.

Background:

In 2010, the Legislature created the MN Council on Local Results and Innovation. The following year, the Council released a comprehensive performance measurement system for counties to implement. The philosophy of the voluntary program is for the county to monitor its performance in various categories. On an annual basis, we review those same performance measures from the prior year to determine if the county has made improvements. The performance measures are in the areas of public safety, public works, public health, property records, valuation and assessment, elections, veteran's services, budget/financial and environment.

A county that elects to participate in the standard measures/performance measurement program is eligible for a reimbursement of \$0.14 per capita in local government aid, not to exceed \$25,000; and exempt from levy limits under Minnesota statutes sections [275.70](#) to [275.74](#) for taxes payable in the following calendar year, if levy limits are in effect.

We received \$3,599 in December 2025 for completion of this report.

To be eligible for reimbursement, the county must pass a resolution declaring that the county has adopted and implemented a minimum of 10 performance measures and will share actual results with its residents by the end of the calendar year by posting the Performance Measures Report on the county's website. The resolution and Performance Measures Report need to be submitted to the Office of the State Auditor by July 1, 2026.

The report is attached for your review.

Supporting Documents:

1. Res_2026-17 2027 Performance Measurement Program
2. 2026 Performance Measures Report

Administrator's Comments:

Kelly Hotovec, Auditor-Treasurer
Kelly Hotovec, Auditor-Treasurer
Sam Hansen, Administration

Created/Initiated - 6/17/2026
Approved - 6/17/2026
Final Approval - 6/18/2026

Resolution No 2026-17
Brown County Resolution
Performance Measurement Program

The following Resolution was offered by Commissioner and moved for adoption at a regular board meeting held on June 23rd, 2026, at the Brown County Courthouse, New Ulm, MN:

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

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

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

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

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

Seconded by Commissioner and the same being put to a vote was duly carried.
This Resolution shall become effective immediately and without publication.

Adopted by the following vote: Ayes Nays .
Dated this 23rd day of June 2026.

Scott Windschitl
Chairman, Brown County

CERTIFICATION

State of Minnesota
County of Brown

I, Sam Hansen, duly appointed, qualified and acting County Administrator for the County of Brown, State of Minnesota, do hereby certify that I have compared the foregoing copy of a Resolution with the original minutes of the proceedings of the Board of County Commissioners, Brown County, Minnesota, at their session held on the 23rd day of June, 2026, now on file in my office, and have found the same to be a true and correct copy thereof.

Witness my hand and official seal at New Ulm, Minnesota, this 23rd day of June 2026.

Sam Hansen
County Administrator

2026 Performance Measures Report

Brown County, Minnesota



This Report Contains:

- Res. No. 2026-19: Adoption of the 2026 Performance Measures Program
- Actual Results of the performance measures adopted by Brown County for 2025

Respectfully Submitted to the
Minnesota Office of the State Auditor
Prepared by: Resa Harris, Assistant Auditor-Treasurer

Actual Results of 2026 Performance Measures Adopted by Brown County (All reported results are for 2025, except where otherwise noted)

Executive Summary: The Brown County Board of Commissioners voted to participate in the 2026 Performance Measure Program on June 23, 2026. Resolution No. 2026-19 adopted twelve benchmarks on which to measure output that includes the areas of Environment, Public Works, Property Records, Valuation, & Assessment, Elections, Budget & Financial, Veterans' Services, Public Safety, and Public Health & Social Services. The actual results of those performance measures are included in the following report.

Benchmark 1: Environment

Recycling percentage:

- Actual Results: In 2025, 42.3% of the county's total waste was recycled, representing a 4.8% increase from 2024. Of the 38,450.53 tons of waste generated, 16,254.1 tons were recycled. The county's recycling rate has shown steady growth over the past three years, reflecting a continuing positive trend in waste diversion efforts.

➤ Benchmark 2: Environment

Amount of hazardous household waste and electronics collected and disposed of:

- Actual Results: 37,544 lbs. of hazardous waste – 16.4% reduction from 2024
121,009 lbs. of electronic waste – 22.5% increase from 2024

Benchmark 3: Public Works

Average Bridge Sufficiency Rating:

- Actual Results: 88.52 was the average rating for the 149 bridges throughout the county, on a scale of 1-100. The decrease in rate is due to a change in the Bridge Rating System.

Benchmark 4: Public Works

Hours to plow complete system during a snow event:

- Actual Results: On average it took 2-3 hours to clear driving lanes and another 2-3 hours to make a second pass to clear shoulders, depending on the amount of snow fall and ice.

Benchmark 5: Public Works

Average county pavement condition rating:

- Actual Results: The Average Pavement Condition changed to 3.3 Pavement Quality Index (PQI) after the last Minnesota Department of Transportation (MnDOT) road survey in 2023. This rating falls into the good category. This is determined every other year, however, MnDOT was behind schedule and new data will be processed in 2026.
- In 2025, 17.12 miles of surface rehabilitation projects were completed.

Benchmark 6: Property Records, Valuation, Assessment

Turn-around time for recording, indexing and returning real estate documents:

- Actual Results: MN Statutes 357.182, Subd 6 requires a 10-day turnaround time, 90% of the time. Brown County's practice is for electronically filed documents to be completed and returned within 5 business days or less and paper filed documents returned within 10 business

days or less. Brown County was 100% compliant in 2025 averaging 7.25 days to return paper documents and 1.35 days to return electronically filed documents.

Benchmark 7: Property Records, Valuation, Assessment

Level of Assessment Ratio:

- Actual Results: The three types of assessment ratios submitted to the Department of Revenue were:

Ag: 101.25% | Residential: 91.99% | Commercial/Industrial: 88.74%

Benchmark 8: Elections

Accuracy of post-election audit (% of ballots counted accurately):

- Actual Results: There were no special elections held in 2025.

Benchmark 9: Budget/Financial

Bond rating:

- Actual Results: Standard & Poor's Global Ratings "AA". This rating was certified in 2017 at the time of bond issuance and remains unchanged. On 1/21/2025, S&P affirmed Brown County's "AA" long-term rating for general obligation bonds outstanding with a stable outlook. The review used the updated "Methodology for Rating U.S. Governments" published September 9, 2024, on RatingsDirect.

Benchmark 10: Veterans' Services

Dollars brought into the county for veterans' benefit:

- Actual Results: During 2024, Brown County veterans received \$22,260,872 in benefits.
- The prior year was \$21,163,000.

Note: Fiscal year 2025 results are anticipated to be released in September of 2026.

Benchmark 11: Public Safety

Total number of accidents that occur on County State Aid Highways, County Roads and Township Roads that involve fatalities and injury:

- Actual Results: There were 0 fatal accidents in 2025 resulting in 0 fatalities down 2 from 2024.
- Actual Results: There were 14 personal injury accidents in 2025 down 5 from 2024.
- Actual Results: There were 134 property damage accidents in 2025 down 10 from 2024.

Benchmark 12: Public Health

General life expectancy:

- Actual Results: Using the County Health Rankings data, Brown County's life expectancy is 80 years of age, as of 2025.

Brown County recognizes the everyday choices we make can help us become happier, healthier, and more fulfilled with our lives at work and at home. Since 2013, Brown County implemented an employee Wellness Program designed to improve the overall physical, mental, and social well-being

for all staff by providing education to employees on wellness topics and offers programs that encourage physical activity, healthy eating habits and emotional wellbeing.

Our public health agency works to support the health, safety, and well-being of everyone in Brown County through collaboration with community partners, respectful, compassionate care, and data driven public service that helps build strong communities. In 2025, Brown County Public Health worked to improve the overall health and well-being of residents through community partnerships with area businesses, schools, non-profits, and community members of all ages. Public health services and health education opportunities are offered wherever there is a need — whether in the office, at a community event, or in a resident's home — with a focus on promoting physical and social-emotional health and preventing both chronic and communicable diseases. A community health assessment also took place in 2025 that highlighted areas that will help guide the work of Public Health and its partners towards the vision of strong, connected communities where everyone has the chance to live a healthy and safe life.

Public Health also continues to partner with the Heart of New Ulm in several of its action teams to promote initiatives around mental health, substance misuse, worksite wellness, food environments, and safe streets throughout Brown County.



REQUEST FOR BOARD ACTION

Requested Board Date: 6/23/2026

Requested Presentation Time (if applicable): 7 minutes

Item: Private Well Testing Grant (7 mins)

Originating Department: Public Health

Presenter: Jaimee Brand, Public Health Director,
Robert Santaella, Planning and Zoning Director

Board Action Requested:

Approve Brown County Public Health to apply for the Private Well Testing Grant opportunity in the amount of \$28,980 through the Minnesota Department of Health.

Background:

The Minnesota Department of Health (MDH) received funding from the Clean Water Fund to provide testing and outreach to private well users. A portion of this funding is available through grants aimed at increasing private drinking water well testing among households that rely on private wells for drinking water. Each entity will have the opportunity to apply for up to a predetermined amount of funds to promote well testing for households that rely on private well water for drinking water. That will include testing for five common contaminants (arsenic, coliform bacteria, lead, manganese, and nitrate).

Brown County's predetermined amount of funds is \$28,980 based on a formula from the Minnesota Department of Health (MDH). Brown County Public Health would like to apply for the maximum predetermined amount of funds to provide well testing supplies to private well uses, the cost to test for the five common contaminants, provide outreach and education, and complete data tracking for reporting to MDH.

Brown County Public Health will partner with Planning and Zoning, Soil and Water Conservation, Minnesota Valley Testing Laboratory, and other internal programs at Public Health to assist with completing the goals of the grant.

A grant application is attached including a proposed budget for the predetermined amount of funds.

Supporting Documents:

1. pwpapp2026

Administrator's Comments:

Jaimee Brand, Public Health
Jaimee Brand, Public Health
Sam Hansen, Administration

Created/Initiated - 6/8/2026
Approved - 6/8/2026
Final Approval - 6/18/2026

2026 Private Well Protection Grant Application

Notice: This application must be completed in order to score your grant request.

Applicant information

Applicant (Name of primary applicant) Jaimee Brand

Organization name Brown County Public Health

Applicant contact phone no. and extension 507-233-6812

Applicant contact E-mail address jaimee.brand@browncountymn.gov

Mailing address 1117 Center St

City New Ulm State MN Zip Code 56073

County Brown Federal tax ID # _____

Person authorized to sign Grant Agreement on behalf of the organization.

Name Jaimee Brand

Title Director/Community Health Services Administrator

Total Grant amount being requested \$ 28,980

Visit [Private Well Protection Grant Budget Limits \(PDF\)](https://www.web.health.state.mn.us/communities/environment/water/docs/cwf/pwpfundcap27.pdf)
(<https://www.web.health.state.mn.us/communities/environment/water/docs/cwf/pwpfundcap27.pdf>)
for amounts available.

Questions

Provide the following information about the work that this grant will fund. **(Use additional pages as necessary, up to 10 pages).**

Organizational capacity

1. Who will work on this project and what is their training and expertise?

Brown County Public Health (BCPH) will be the primary department working on this project. However, the work will be accomplished with other partners such as Planning and Zoning, Soil and Water, and Environmental Health. BCPH is unique that there is already an existing delegated agreement with the Minnesota Department of Health and have a 1.0FTE designated to Environmental Health services that has knowledge and expertise related to safe drinking water. We will also lean in to our partnerships with Planning and Zoning and Soil and Water.

2. What entities will collaborate on this project?

BCPH will collaborate with Planning and Zoning, Soil and Water, and Minnesota Valley Testing Laboratory(MVTL). Within BCPH, collaboration will happen between our Environmental Health program and our Family Home Visiting program for targeted outreach efforts to families and children.

3. What is your organization's experience and capacity to work with other entities to achieve the goals of this project? (How will you provide testing services, analysis, data tracking, technical assistance to private well users, etc.)

BCPH will utilize our already established partnership with our Planning and Zoning department to collaborate on outreach efforts to private well owners. We will also collaborate with Soil and Water for outreach and education to private well owners. BCPH will be responsible for providing testing supplies through a contract agreement with Minnesota Valley Testing Laboratories (MVTL). BCPH will also be responsible for data tracking and reporting to the Minnesota Department of Health.

4. Describe the local need/issues that you are hoping to address with this grant. (E.g. specific contaminant issues, funding needed for work, establishment of baseline water quality data in the area, etc.)

Brown County has a significant portion of households that rely on private wells as their primary source of drinking water. Unlike public water systems, private wells are not regulated making routine testing and maintenance the responsibility of the well owner. This grant would help address challenges by increasing access to private well testing, expanding public education and outreach efforts, and improving awareness of groundwater quality issues. Residents will be able to identify potential drinking water contaminants and take action.

Project narrative and workplan

Considering all the requirements and eligible activities listed in section 2.2 Eligible Projects of the Request for Proposals document and providing the following information.

1. What are your project goals and objectives? (May provide a separate document if preferred).

This project will enable residents to identify potential drinking water contaminants, take appropriate corrective action, and reduce the risk of adverse health outcomes associated with contaminated well water. Ultimately, the grant will support healthier families, improve environmental awareness, and strengthen the community's ability to protect it's drinking water resources.

2. How will you evaluate the project? (May provide a separate document if preferred)

Evaluation will occur through data tracking. BCPH will be responsible for providing testing supplies and tracking data related to tests completed by homeowners. BCPH will track: number of outreach and educational activities done, number of households reached, and the number of private well testing kits distributed and completed. BCPH will also provide education, with other partners listed in the grant application, to homeowners when contaminants exceed recommended levels.

3. How will you focus outreach efforts on homes with infants and children and low-income households?

Through Family Home Visiting and the Women, Infants, Children programs within BCPH. We will collaborate with Human Services to provide education, outreach, and testing supplies to families they serve such as those with infants, children, and low-income households.

4. Provide a timeline showing the major tasks, deliverables, and deadlines for the project. (May provide a separate document if preferred).

Months 1-2: Facilitate coordination and planning with partners. Months 3-4: community outreach and promotion of the project. Months 5-8 Distribute testing kits and provide technical assistance. Months 6-9: Data tracking and analysis of results from well owners. Months 9-11: Additional outreach and targeted follow up with households. Month 12: Evaluate and provide outcome of year 1 to MDH.

Budget and budget justification

1. Provide an itemized budget including categories for each allowable expense. *(May use template below or provide a separate document if preferred)*. Allowable expense descriptions can be found in section 2.2 of the Request for Proposals document. Budgets should include:
 - a. Itemized projection of costs for each task and deliverable.
 - b. Description of any other funding that is directed toward accomplishing the same or similar goals as the goals of this grant program.
 - c. Clear identification of the total amount of grant funding requested.

Expense	Estimated spend	Notes if needed
Personnel (Salary including fringe)	\$19,700	PH and PZ staff salary and fringe
Professional services and contracts	0	
Supplies	\$7,710	100 test kits at \$77.10
Travel	\$500	Mileage
Administrative costs	0	
Other	\$1,000	Marketing, Outreach, Education Materials
Total	\$28,980	

Description and clear identification.

\$77.10 is quote from MVTL to provide testing supplies and results. Public health and Planning and Zoning staff will be providing TA to homeowners along with PH completing data tracking and evaluation.

Diversity in Grant making

1. How will this grant benefit diverse groups of private well users in your area?

This grant will help ensure that private well users, regardless of income, age, education level, or geographic location, will have access to information and resources need to protect their drinking water. Cost is often a barrier to routine testing. This grant will help reduce barriers to testing and provide valuable information to private well users regarding contaminants in drinking water.

2. How will you demonstrate the ability and willingness to collaborate with other entities to reach private well users?

BCPH will collaborate with our Planning and Zoning department, Brown County Soil and Water Conservation, Family Home Visiting Staff, WIC staff, Environmental Health Sanitarian, Human Services, and MVTL. We will demonstrate this by consistent and clear communication about roles and expectations related to this grant.

Certification

I certify that the information herein is true and accurate to the best of my knowledge, and I submit this application on behalf of the applicant organization.

Signature _____

Title _____ Date _____

Note: If you are awarded a grant, **no** work may begin until all required signatures have been obtained on the grant agreement and grantee receives a signed copy of the grant agreement.

Minnesota Department of Health | Water Policy Center | PO Box 64975 | St. Paul, MN 55164-0975
651-201-4366 | health.privatewells@state.mn.us | www.health.state.mn.us

05/07/2026 | To obtain this information in a different format, call: 651-201-4366.



REQUEST FOR BOARD ACTION

Requested Board Date: 6/23/2026

Requested Presentation Time (if applicable):

Item: Ordinance No. 2026-2: Comprehensive Land Use Plan (20 mins)

Originating Department: Planning & Zoning

Presenter: Robert Santaella, Planning and Zoning
Director, Mojra Hauenstein

Board Action Requested:

Approve and adopt by Ordinance No. 2026-2, the Brown County Comprehensive Land Use Plan

Background:

Brown County hired consultant Bolton and Menk to complete an update of the Comprehensive Land Use Plan. The project started in May 2025. The Brown County Planning Commission held a public hearing on the draft plan at 9:00 AM on June 9th 2026. After review and discussion, the Planning Commission recommended the County Board adopt the plan.

Supporting Documents:

1. Ordinance_2026-2 2040 Brown County Comprehensive Land Use Plan
2. Comprehensive Plan Presentation
3. Final_Draft Plan - 6-23_26

Administrator's Comments:

Robert Santaella, Planning & Zoning
Robert Santaella, Planning & Zoning
Sam Hansen, Administration

Created/Initiated - 6/17/2026
Approved - 6/17/2026
Final Approval - 6/18/2026

**COUNTY OF BROWN
STATE OF MINNESOTA**

ORDINANCE No.: 2026-2

AN ORDINANCE

ADOPTING THE 2040 BROWN COUNTY COMPREHENSIVE LAND USE PLAN

THE BROWN COUNTY COMMISSIONERS HEREBY ORDAIN AS FOLLOWS:

WHEREAS, Minnesota Statutes §394.23 authorizes each county to review and, if necessary, amend its Comprehensive Land Use Plan with recommended decennial updates; and

WHEREAS, the County of Brown authorized the review and update of its previous Comprehensive Land Use Plan adopted on March 19, 1991; and

WHEREAS, the proposed Brown County Comprehensive Land Use Plan is a planning tool intended to guide the future growth and development of Brown County in a manner that conforms with all applicable planning statutes; and

WHEREAS, the proposed Brown County Comprehensive Land Use Plan reflects a community planning process involving elected officials, appointed officials, Brown County staff, city and township staff, community organizations, the public at large, and other stakeholders; and

WHEREAS, the planning process included the following opportunities for public input: Two surveys (Steering Committee priorities and general public draft plan review) with 20 total participants; an interactive mapping tool with 212 comments; and a project website with 2,836 page views and 60 subscribers. Outreach also included local media coverage (two radio segments and three newspaper articles), social media sharing by project partners, and extensive in-person engagement through a home show, Farm Bureau meeting, two Steering Committee workshops, and three focus groups. Additional input was received via emails, phone calls, and informal comments.; and

WHEREAS, Brown County published the draft Comprehensive Land Use Plan on March 18, 2026, and gave the public an opportunity to review and comment on the plan through April 24, 2026; and

WHEREAS, Brown County received 438 written comments and 185 verbal, phone calls and in-person comments throughout the project that helped shape the draft Comprehensive Land Use Plan based on public feedback; and

WHEREAS, on June 9, 2026, the Brown County Planning Commission held a public hearing on the proposed Comprehensive Land Use Plan; and

WHEREAS, the Planning Commission has considered the proposed Brown County Comprehensive Land Use Plan and all public comments, and thereafter submitted its recommendations of *approve and adopt* to the County Board; and

WHEREAS, the Brown County Board of Commissioners held a public meeting to approve and adopt the Comprehensive Land Use Plan on June 23, 2026, by ordinance 2026-2; and

WHEREAS, the proposed Brown County Comprehensive Land Use Plan includes all revisions made during the review process.

NOW, THEREFORE, the Brown County Board of Commissioner does hereby ordain:

AN ORDINANCE

ADOPTING THE 2040 BROWN COUNTY COMPREHENSIVE LAND USE PLAN

Section 1. EFFECTIVE DATE AND DURATION

This ordinance shall be in full force and effect from and after June 23, 2026, and shall continue in full force and effect after its passage and publication in accordance with the law.

ADOPTED by the Brown County Board of Commissioners this 23rd day of June 2026.

Scott Windschitl,
Brown County Board Chair

Attest: _____
Sam Hansen,
Brown County Administrator

Brown County Comprehensive Land Use Plan Update

Vision 2040

Board of Commission - Adoption

June 23, 2026



Real People. Real Solutions.

Mojra Hauenstein, Senior Planner

Thank You

COUNTY BOARD

- David Borchert — District 1, Board Member
- Anton Berg — District 2, Board Member
- Scott Windschitl — District 3, Chairperson
- Brian H. Braun — District 4, Vice-Chairperson
- Jeffrey Veerkamp — District 5, Board Member

PLANNING COMMISSION

- Joe Stadheim — Chair
- Dennis Potter — Member
- Dan Lendt — Member
- Lisa Fischer — Member
- Tony Berg — County Commissioner Representative

COUNTY STAFF

- Sam Hansen — County Administrator
- Robert Santaella — Zoning Administrator
- Amanda Lang — Assistant Zoning Administrator
- Andrew Lang — County Engineer

STEERING COMMITTEE

- Amber Dale — City Manager, Springfield
- Joe Stadheim — City of New Ulm
- John Knisley — City of New Ulm
- Brian Braun — Brown County Commissioner (District 4)
- Tony Boelter — Chair, Brown County Board of Adjustment
- Melanie Krueger — Brown County SWCD

- Joann Schmidt — Mayor, City of Sleepy Eye

FOCUS GROUPS

- David Olson
- Tony Boelter
- JoDee Haala
- Adam Barka
- Dennis Schreier
- Brian Braun
- Todd Consbruck
- Nate Gieseke
- Julie Anderson



What is a Comprehensive Land Use Plan?

What is a Comprehensive Land Use Plan?

- Current plan is from 1991
- It is a policy document to be used when making decisions- roadmap/guide
- Intended to serve constituents with a future vision for land use
- Goals and policies: how and where to grow in future
- Provides add'l options and does not take away current entitlements
- Must be approved by ordinance by the County Board

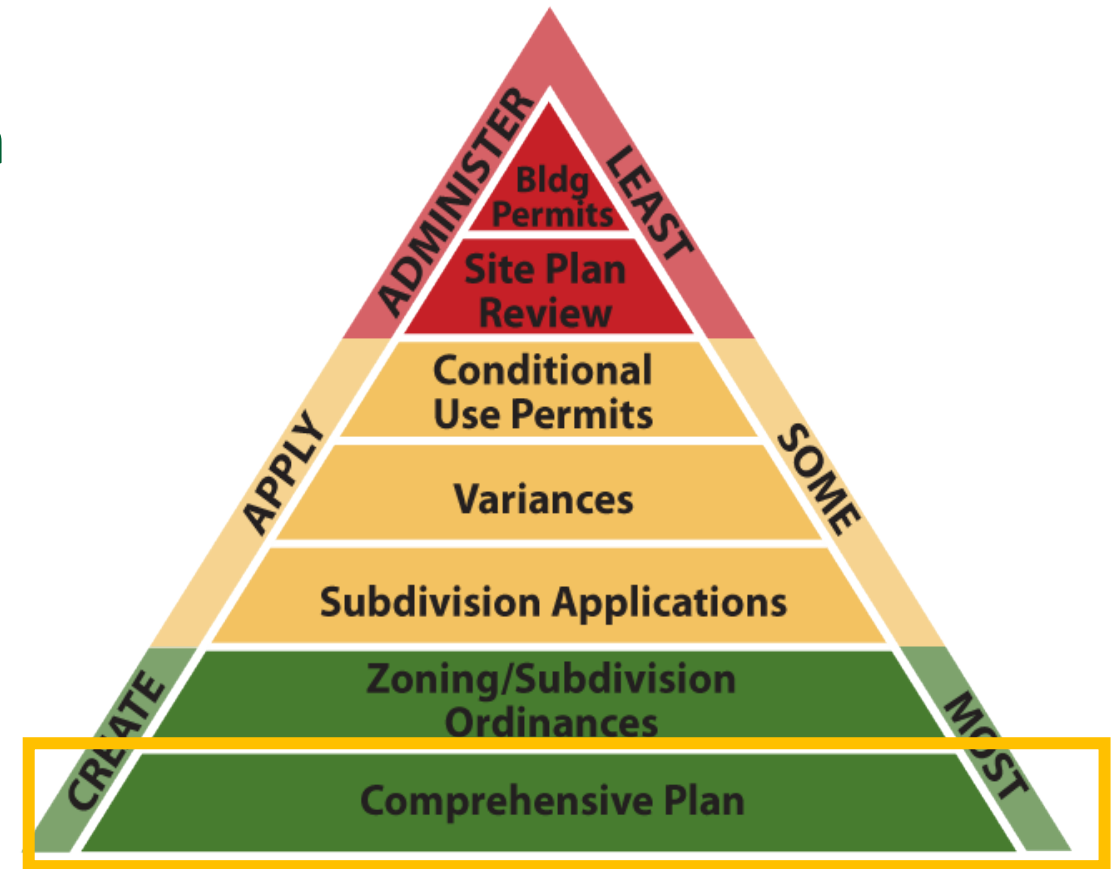


Image Source: League of MN Cities

Comprehensive Plans in Minnesota

- Provides legal basis for future zoning or land use decisions
- Serves as the basis for many grant applications
- Guides public investments in infrastructure
- Plan has data + opinions = Goals and Strategies
- Guides future actions & budgets (2040) related to:
 1. Population & Demographics
 2. Natural resources
 3. Housing
 4. Economic development
 5. Land use
 6. Transportation
 7. Public Facilities & Infrastructure
 8. Parks
 9. Implementation

The image features a scenic landscape. In the foreground, a river flows through a valley, its surface reflecting the surrounding greenery. The middle of the image is dominated by a solid green horizontal band. The background consists of rolling hills covered in dense forests, with some trees showing autumnal colors. The overall atmosphere is peaceful and natural.

Community Engagement

Engagement: What We've Done

- Shared information via radio, social media, website, and newspaper
- 2 focus groups
 - 1) Township governance & agriculture 2) and major employers
- Survey and meetings with Steering Committee
 - Representatives from cities, townships, county, and SWCD
- Online map-based survey: 212 responses
- Survey about draft plan and updated maps: 10 responses
- Open House at Home, Health and Recreation Show- 86 people

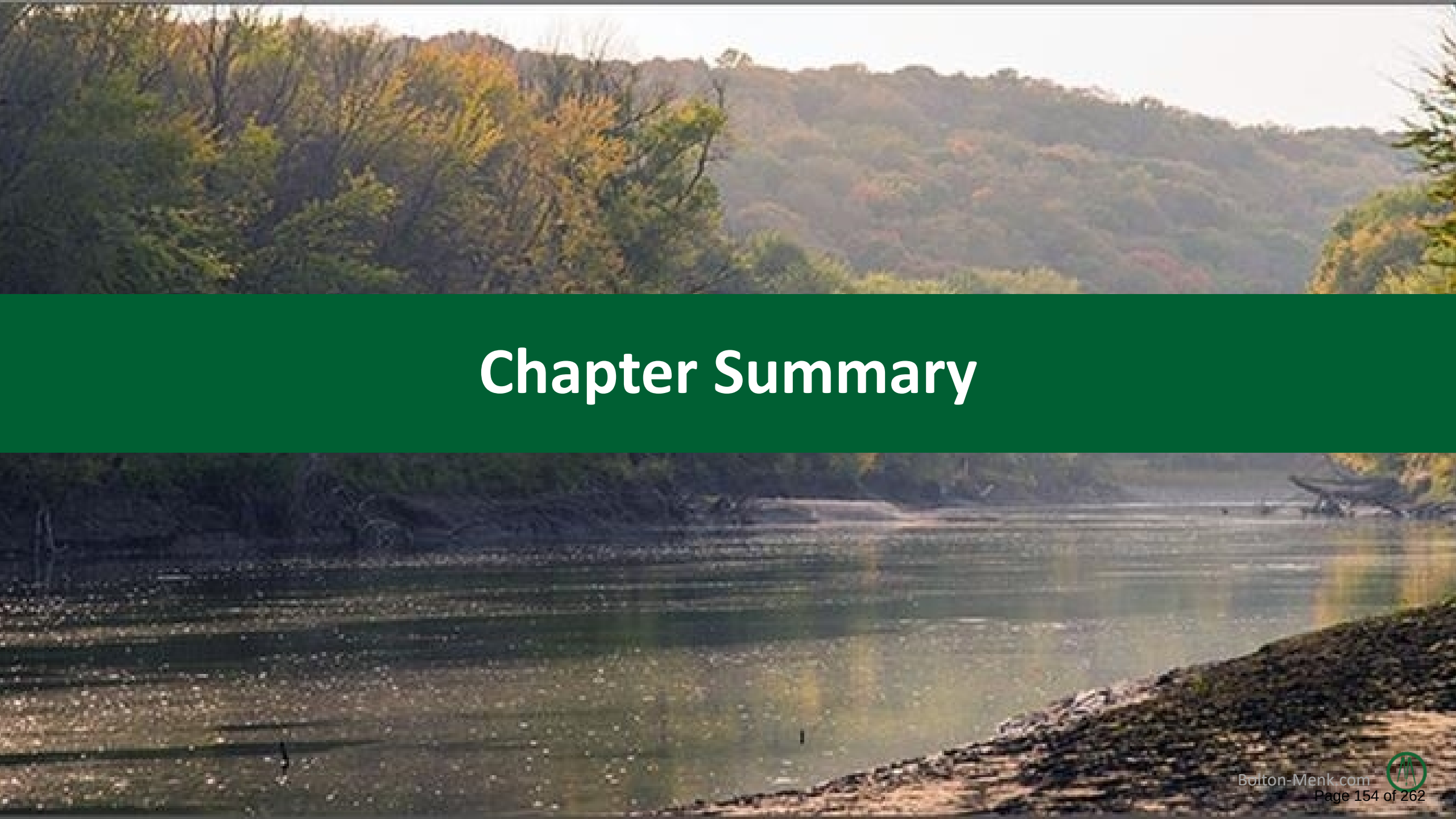
Engagement: What We Heard

- Protect farmland and natural resources
- Focus growth near existing cities, services, and infrastructure
- Reuse what already exists rather than focusing on expansion
- Grow local jobs with industrial and commercial sectors
- Be conservative with public costs

How the Plan was Shaped by Public Input

Early community feedback indicated the conceptual future land use map showed too much development. The maps and plan were edited to include:

- Reduced areas for potential future development
- Strengthened conservation of farmland and natural resources
- Focused development near cities where infrastructure/services are available
- Removed 90% of proposed trails



Chapter Summary

What We Heard: Natural Resources

- Protect farmland, rivers, lakes, floodplains, wildlife habitat
 - Limit development of prime agricultural land
 - Limit development near rivers and lakes
- Ongoing concern about flooding and lake management, especially Lake Hanska
- Gravel pits and landfill are long-term county assets

What We Heard: Land Use

- Emphasis on compact growth near cities, existing infrastructure
- Avoid rural sprawl
- Avoid large-scale rezoning of agricultural land
- Preference for redevelopment and reuse of existing land and buildings instead of greenfield development

What We Heard: Economic Development

- Support job growth that:
 - Uses existing buildings and infrastructure
 - Protects farmland and agricultural tax base
- Workforce and childcare availability remain a concern
- Concern about industrial development consuming productive farmland
- Strong opposition to data centers in rural areas

What We Heard: Housing

- Need for housing variety:
 - Starter homes
 - Rental homes
 - Senior-friendly units
- Support housing near utilities and services
- Do not support rural housing where it conflicts with agriculture

What We Heard: Public Facilities & Infrastructure

- Emphasize fiscal responsibility
- Strong preference to use and maintain existing facilities before expanding
- Concern about taxes and long-term maintenance obligations
- Concerns about shrinking tax base and long-term public costs

What We Heard: Transportation

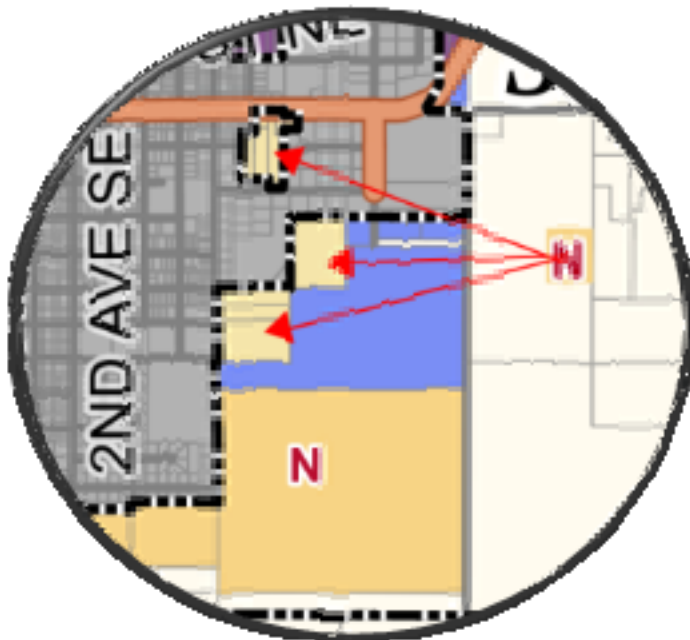
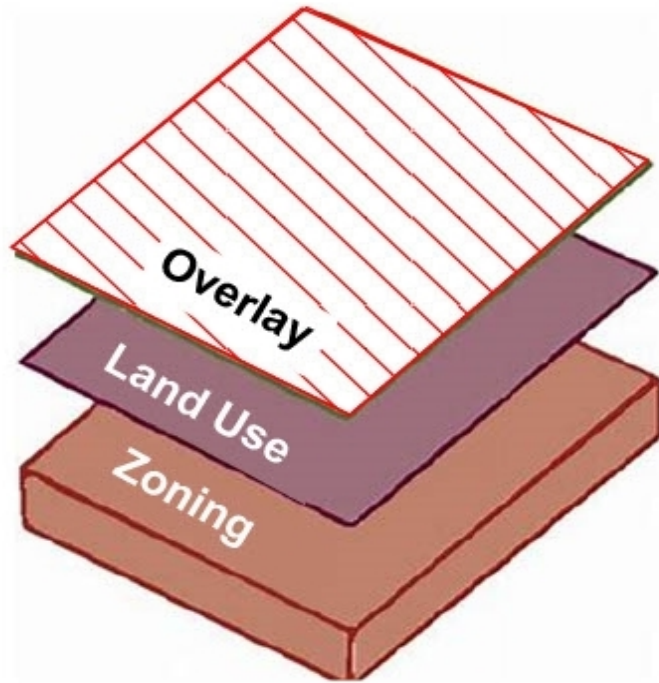
- Maintain farm-to-market roads
- Improve safety at key intersections
- Trails acceptable near towns in ROW



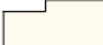
Future Land Use Map



Land Use

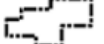


Existing Land Use

-  Residential Low Density
-  Residential Medium Density
-  Agriculture
-  Commercial
-  Industrial
-  Civic-Public
-  DNR Wildlife Management Areas
-  DNR Scientific and Natural Areas
-  Waterbodies

N "N": new land uses are shown at 50% lighter tone of corresponding existing land use color.

Legend

-  County Boundaries
-  City Boundaries
-  Township Boundaries
-  Parcels
-  State and US Highways
-  Local Roads
-  Airport Influence Areas
-  Shoreland Overlay

★ Gravel Mines

Pipelines

-  HUTCHINSON UTILITIES COMMISSION
-  NORTHERN NATURAL GAS CO

0 1 Miles

Source: MnGeo, Brown County, MnDNR, US DOT

Overlays

FEMA Floodplain Overlays

-  Floodway
-  100 Year Floodplain
-  500 Year Floodplain

Current Land Use

-  Residential
-  Agriculture
-  Commercial
-  Industrial
-  Civic-Public
-  DNR Wildlife Management Areas
-  DNR Scientific and Natural Areas
-  Waterbodies

Land Use

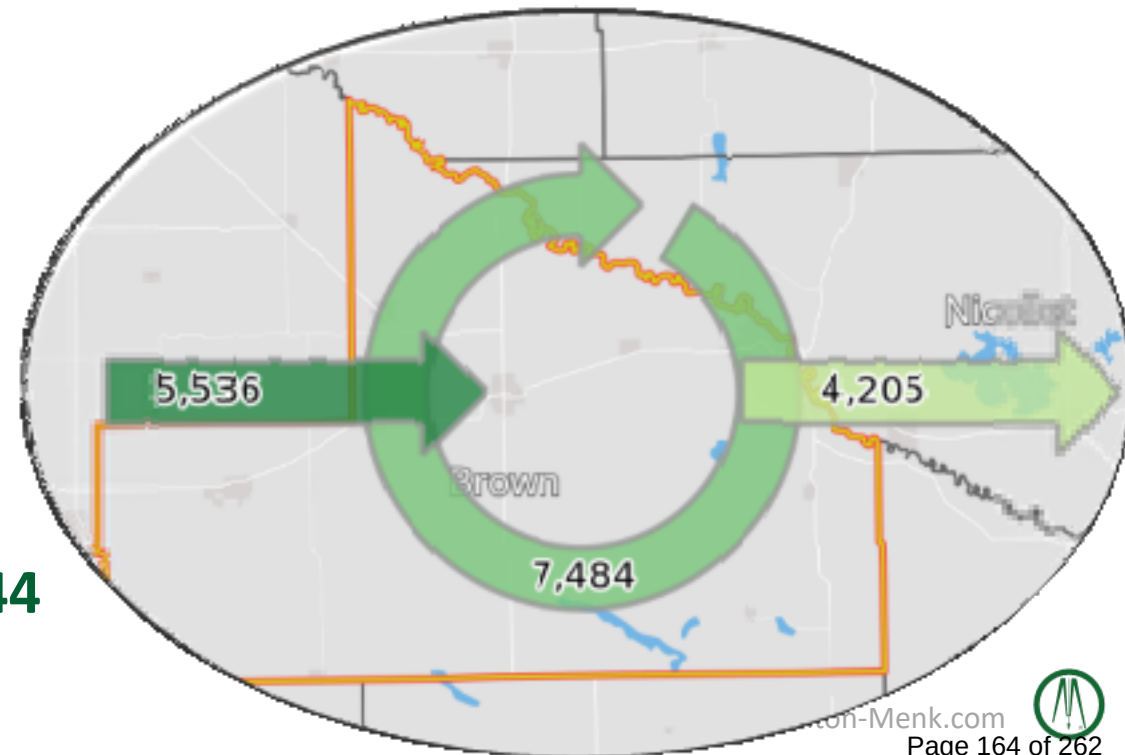
Scenario 1= stay as we are:

- Projected decline @ rate of -0.175%, Brown County will lose about 45 people per year
- This would mean a loss of about 669 people or 297 households over the course of 15 years

Year	Population	Households
2025	25,756	11,447
2030	25,531	11,347
2035	25,308	11,248
2040	25,087	11,150

Scenario 2= Capture of 1% of Commuters

- **Annual additions:** ≈ 55 residents + assume 1 additional person in their household = **110 people er year**
- New land Use residential supply to residential demand: **1,477 supplied dwellings – 733 potential scenario 2 demanded dwellings = +744 surplus dwellings**



Next Steps

County has time to update zoning code to align with Comp Plan

- This process will also include public feedback and public hearings

Use the Plan

- decision- making
- competing interests
- set priorities
- Budget
- Implementation

TABLE 11 | IMPLEMENTATION MATRIX

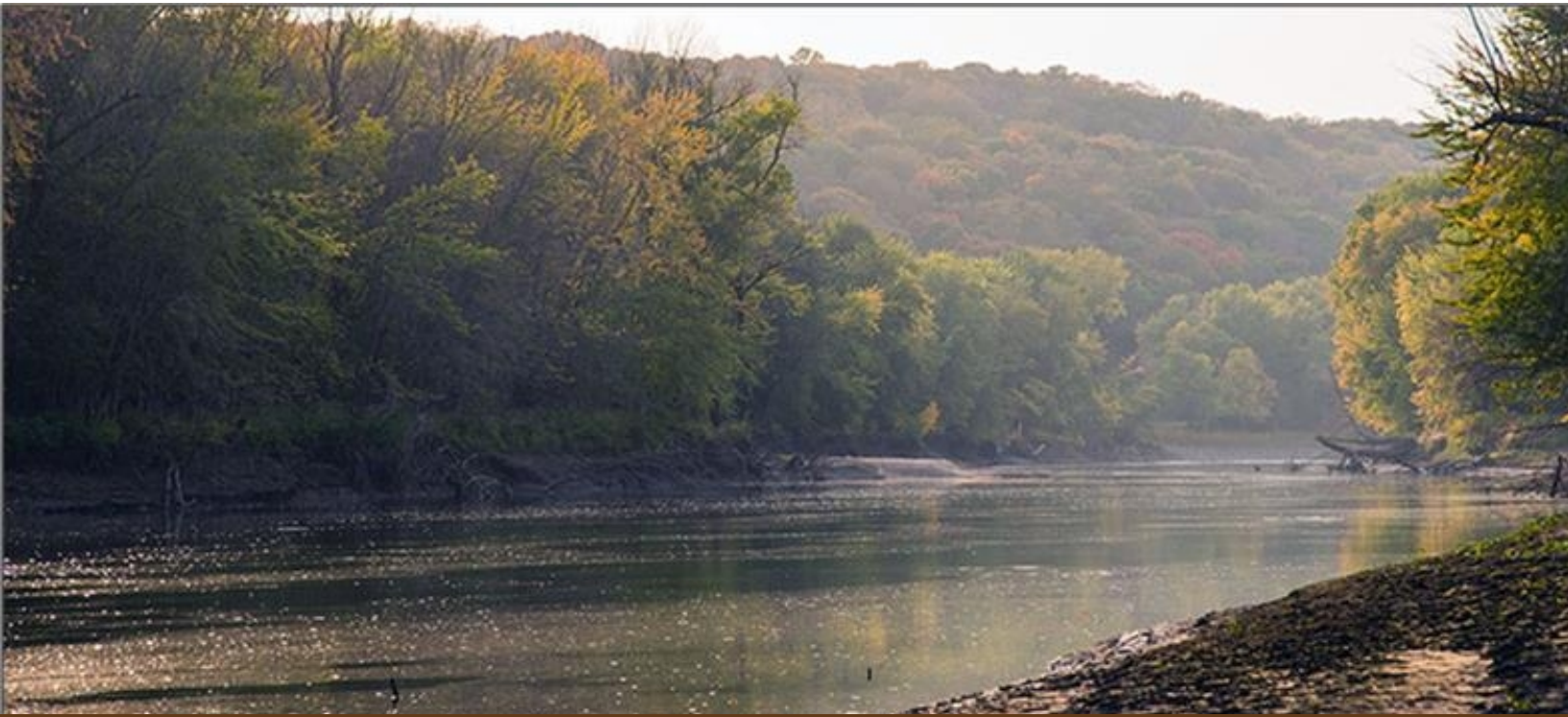
Goal/Strategy	Priority	Resources	Champion/Partner
Goal 8.1. Improve transportation safety and connectivity Strategy B. Enhance rural road infrastructure by paving and widening priority routes and upgrading minimum maintenance roads	Short-term (1-5 years)	MnDOT State Aid for Local Transportation; MnDOT Transportation Alternatives (for shoulder/bike/ped elements) [dot.state.mn.us] DEED Community Development Funding (infrastructure eligible) [mn.gov]	Brown County Highway Dept; MnDOT District 7
Goal 2.2. Expand access to childcare and family services across rural and suburban areas Strategy A. Incentivize childcare facilities in underserved areas like New Ulm, Sleepy Eye, Springfield, and Hanska.	Short-term (1-5 years)	First Children's Finance – Rural Child Care Innovation Program [ruralchildcare.org] USDA Community Facilities (construction, equipment) [rd.usda.gov] DEED Community Development Funding (facility rehab) [mn.gov]	First Children's Finance; Cities; Brown County Human Services



Thank you & Questions?

Mojra Hauenstein, Senior Planner

mojra.hauenstein@bolton-menk.com



June 2026

Vision 2040

Brown County Comprehensive Land Use Plan



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1 | ACKNOWLEDGEMENTS

COUNTY BOARD

David Borchert — District 1, Board Member
Anton Berg — District 2, Board Member
Scott Windschitl — District 3, Chairperson
Brian H. Braun — District 4, Vice-Chairperson
Jeffrey Veerkamp — District 5, Board Member

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John Knisley — City of New Ulm
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Tony Boelter — Chair, Brown County Board of Adjustment
Melanie Krueger — Brown County SWCD
Joann Schmidt — Mayor, City of Sleepy Eye

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Nate Gieseke
Julie Anderson

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Robin Caufman - Engagement Advisor
Brenna McConnell Jansen - Planning Support
Dylan Edwards - Housing Support
David Sandberg - GIS Specialist





2 | COMMUNITY PROFILE

HISTORY & BACKGROUND

The area now known as Brown County was part of the Dakota people's homelands. Prior to the arrival of European fur traders and settlers, the Dakota people moved throughout their homelands, varying their work and home location according to the season. The Dakota way of life changed as Indian lands were ceded to the United States through a series of treaties. In 1851, the Treaty of Traverse de Sioux ceded land that is currently in Brown County to the United States.

Settlers began establishing communities in Brown County in the 1850s, when settlers of German and Danish heritage congregated near the Minnesota and Cottonwood Rivers. By the mid-1850s, Norwegian settlers established communities in the lake country in southeastern part of the county. Brown County was established in 1855, before Minnesota was a state. The original size of Brown County was enormous, and it was gradually broken into separate counties until its current boundaries were established in 1865.

Brown County was still sparsely populated in the 1860s, when rising tensions between the United States government, different factions of Dakota people, and settlers led to the six-week U.S.-Dakota War of 1862. Responding to widespread hunger in Dakota communities and delayed treaty payments, some Dakota declared war on the U.S. government to reclaim their homelands. Communities in Brown County were hit hard during the war: Milford Township experienced the highest number of settler deaths of any township during the war, and two battles in New Ulm led to widespread destruction and temporary evacuation of the city. After the U.S.-Dakota War, most Dakota people were exiled from Minnesota, including from former reservation lands located in Brown County.

Settlement in Brown County continued through the late 1800s, further encouraged by railroad construction in the county in the 1870s. Irish, Danish, and English immigrants settled in western Brown County, adding to the county's mix of cultural heritage. Its prime agricultural lands and access to markets via the railroad helped Brown County's economy flourish after the Civil War and into the 1900s. Today the county continues to be known for its celebration of its history and cultural heritage, especially the German heritage celebrated in the City of New Ulm.



GEOGRAPHY

Brown County is located in the south-central part of Minnesota.

LAND AND WATER AREAS

- Total Area: 601.3 square miles (384,862.3 acres)
- Land Area: 591.9 square miles (378,816.2 acres)
- Water Area: 9.4 square miles (6,016 acres), which accounts for 1.6% of the total area

GEOGRAPHIC FEATURES

Lakes and Rivers

Brown County is home to several lakes and rivers. Notable lakes include Lake Hanska, Sleepy Eye Lake, and Linden Lake. Notable rivers include the Minnesota River, which runs along the county's northeast border. The Cottonwood River and Little Cottonwood River, which run through the county from west to east.

Protected Areas

Protected areas contribute to the county's natural beauty, ecosystem health, and recreational opportunities. In Brown County these include parks, wildlife management areas, and scientific and natural areas.

Topography

The topography varies throughout Brown County, which is scattered with gentle slopes and streams shaped by glacial activity. The western part of the county features gently rolling plains and fields, while the southeastern part of the county is distinguished by its lakes. Bluffs and wooded ridges characterize the areas near the Cottonwood River and Minnesota River.

COMMUNITY DATA

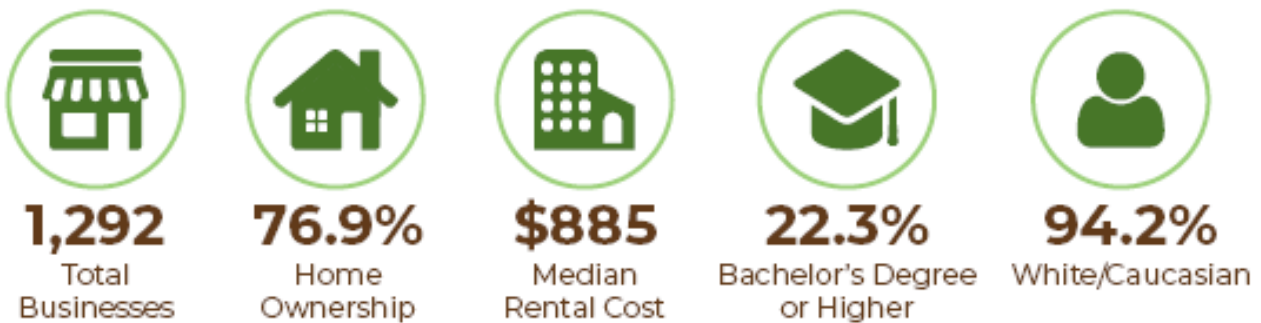
Brown County, Minnesota, is a community characterized by its strong connection to its agricultural industry and cultural traditions. Demographic trends reveal a community that has experienced slow population decline and is becoming slightly older, which will influence future planning and services.

FIGURE 1 | KEY STATISTICS ABOUT BROWN COUNTY

POPULATION KEY FACTS:



COMMUNITY KEY FACTS:



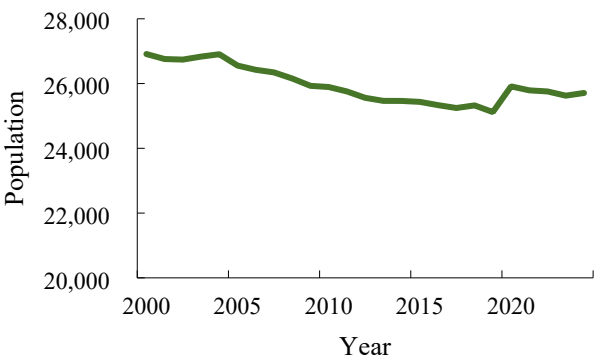
Source: US Census Bureau, Esri ArcGIS Business Analyst, and Minnesota Demographers Office

POPULATION CHANGE

Brown County’s population declined approximately 4.47% between 2000 and 2024, according to the Minnesota State Demographic Center. This population decline took place gradually over most of this time period. The county saw a 3.06% increase in population between 2019 and 2020, raising the population back to a level not seen since 2010 before declining slightly again over the following years.

As of 2025, the population of Brown County is estimated at 25,756, according to ESRI Business Analyst. This includes about 20,348 people who live in cities in Brown County, leaving 5,408 people who are exclusively under county jurisdiction.

FIGURE 2 | RECENT POPULATION HISTORY



Source: Minnesota State Demographic Center

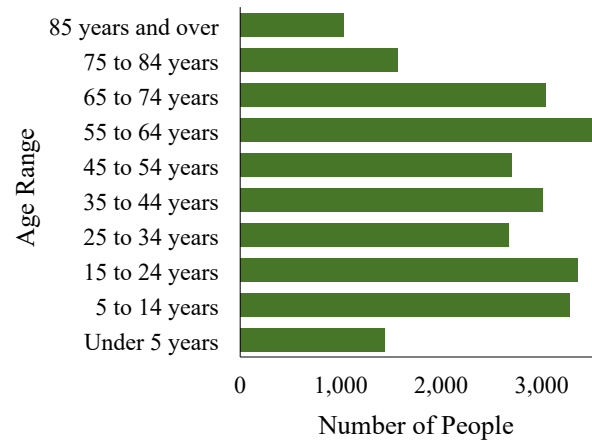
AGE DISTRIBUTION

Brown County’s population skews toward the younger and older populations, with 31.26% of the population under the age of 25 and 21.79% of the population over the age of 65. The middle age ranges tend to have the smallest population sizes.

The largest ten-year age bracket is 55 to 64 years, meaning Brown County can expect its population distribution to continue skewing older over the next 20 years. This may mean increased demand for healthcare services, senior housing, and recreational facilities tailored to older adults to support healthy aging for community members.

Access to job opportunities and affordable housing may be important if Brown County wishes to retain its sizable population of young people who are under the age of 25.

FIGURE 3 | BROWN COUNTY AGE DISTRIBUTION

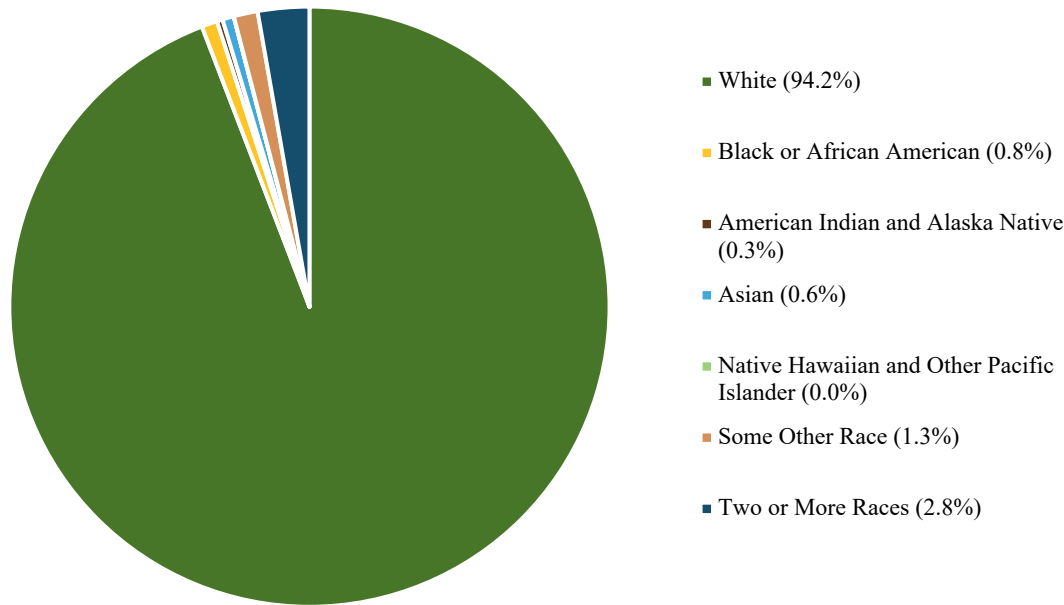


Source: US Census Bureau 2023 American Community Survey

RACE AND ETHNICITY

Brown County is predominantly white. According to the US Census Bureau’s 2023 American Community Survey, 94.2% of the population identifying as white alone and 4.8% of residents identified as Hispanic or Latino, which is considered an ethnicity and reported separately from race.

FIGURE 4 | RACE OF BROWN COUNTY RESIDENTS



Source: US Census Bureau 2023 American Community Survey

INCOME

Median Household Income

The median household income in Brown County is \$68,690, according to the U.S. Census Bureau’s 2023 American Community Survey. Families tended to have higher income than the population as a whole, with a median family income of \$89,439.

According to the Minnesota Department of Employment and Economic Development, Brown County has a lower median income than the state as a whole and a higher portion of households with incomes below \$50,000. Brown County ranks 68th among Minnesota’s 87 counties for median household income.

Per Capita Income

Per capita annual income provides a broad overview of the community’s economic experience by providing insight into the average income earned by each resident. The per capita annual income in Brown County was \$36,580, according to the 2023 American Community Survey.

POVERTY RATE

The poverty rate in Brown County was 7.7%, according to the U.S. Census Bureau’s 2023 American Community Survey. The poverty threshold is a federal dollar amount issued by the U.S. Census Bureau that varies by family size and composition. These thresholds — not county-specific figures — are what determine whether Brown County residents are counted as living in poverty.

TABLE 1 | POVERTY THRESHOLDS BY HOUSEHOLD SIZE (2023)

Household Size	Family Composition	Poverty Threshold (2023)
1 person	Under age 65	\$15,378
	Age 65+	\$14,638
2 people	No children, householder under 65	\$19,682
	No children, householder 65+	\$18,391
	With one child	\$25,827
3 people	No children	\$24,544
	With one child	≈ \$26,000 (varies slightly by ages)
4 people	Two adults, two children	≈ \$30,000–\$31,000
	Two adults, one child	≈ \$29,000

As a whole, families experienced a lower poverty rate of 4.7%. However, some populations were more vulnerable to poverty: Families with a single female head of household had higher poverty rate of 16.6%, and people 65 years and over had a higher poverty rate of 9.9%.

FIGURE 5 | INCOME DISTRIBUTION OF HOUSEHOLDS IN BROWN COUNTY

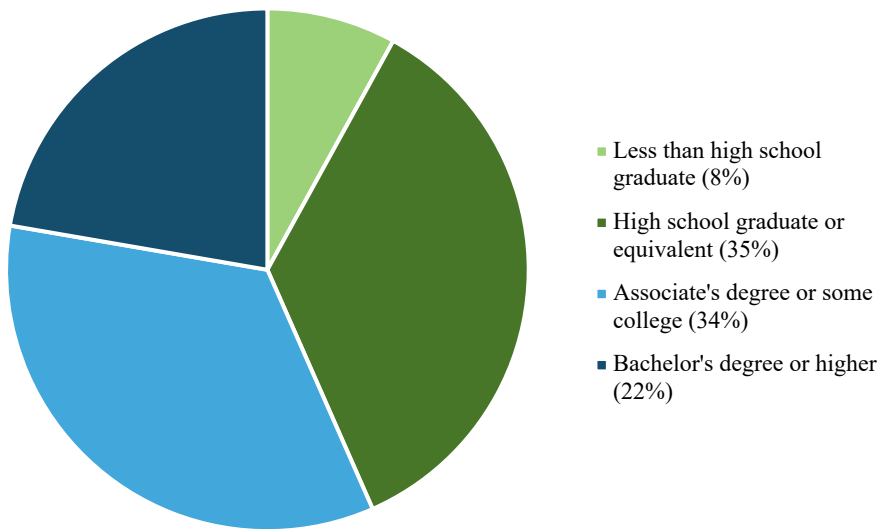


Source: US Census Bureau 2023 American Community Survey

EDUCATION

The majority of adults in Brown County have received a high school diploma. Among Brown County residents who are over the age of 18, 92% have received a high school diploma. According to the Minnesota Department of Employment and Economic Development, a smaller portion of Brown County residents have received a high school diploma or Bachelor’s degree than the state as a whole, but more Brown County residents have received an Associate’s degree.

FIGURE 6 | EDUCATIONAL ATTAINMENT BY BROWN COUNTY RESIDENTS



Source: US Census Bureau 2023 American Community Survey

Ensuring that educational facilities can accommodate the number of students in a county is important for a community's development. Brown County is served by eight public school districts:

- Comfrey Public Schools
- Sleepy Eye Public Schools
- Springfield Public Schools
- New Ulm Public Schools
- Madelia Public Schools
- St. James Public Schools
- Cedar Mountain (Morgan & Franklin)
- Red Rock Central (Lamberton/Sanborn/Storden/Jeffers)

Sleepy Eye Schools and New Ulm schools are the geographically largest school districts in the county, followed by Springfield School District and Comfrey School District.

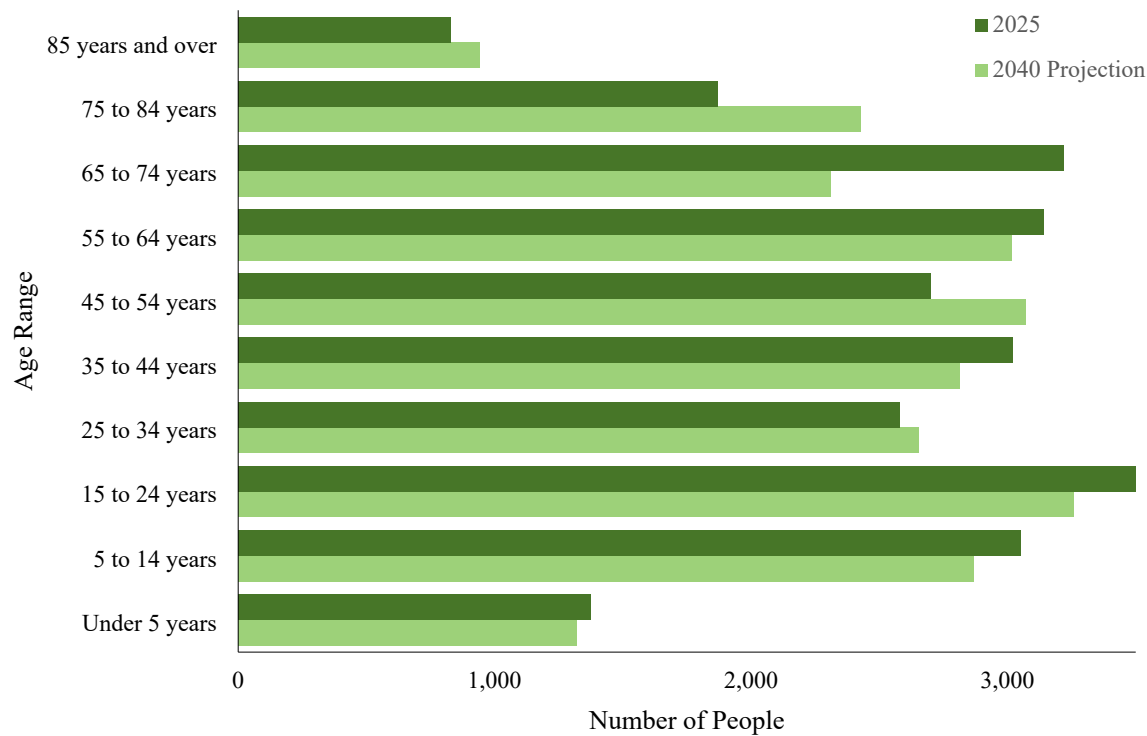
POPULATION PROJECTIONS

If Brown County’s population follows the trajectory established by the last 20 years, it can be expected to decline slightly (-0.175%) by 2040. Please see the Land Use chapter for additional information about population projections.

AGE DISTRIBUTION

According to the Minnesota State Demographic Center, Brown County’s population is expected to decline between 2025 and 2040. All age ranges are expected to decline, except for the 45 to 54 range and age ranges over the age of 75.

FIGURE 7 | CURRENT AND PROJECTED AGE DISTRIBUTION BROWN COUNTY THROUGH 2040



Source: Minnesota State Demographic Center

AGE PROJECTIONS

Brown County is expected to see growth in the older age groups in the immediate future. The number of people aged 65 and over is projected to increase by 4.5% by 2030 before beginning to fall again. By 2040, the number of people aged 65 and over is expected to decrease by 4% compared to 2025.

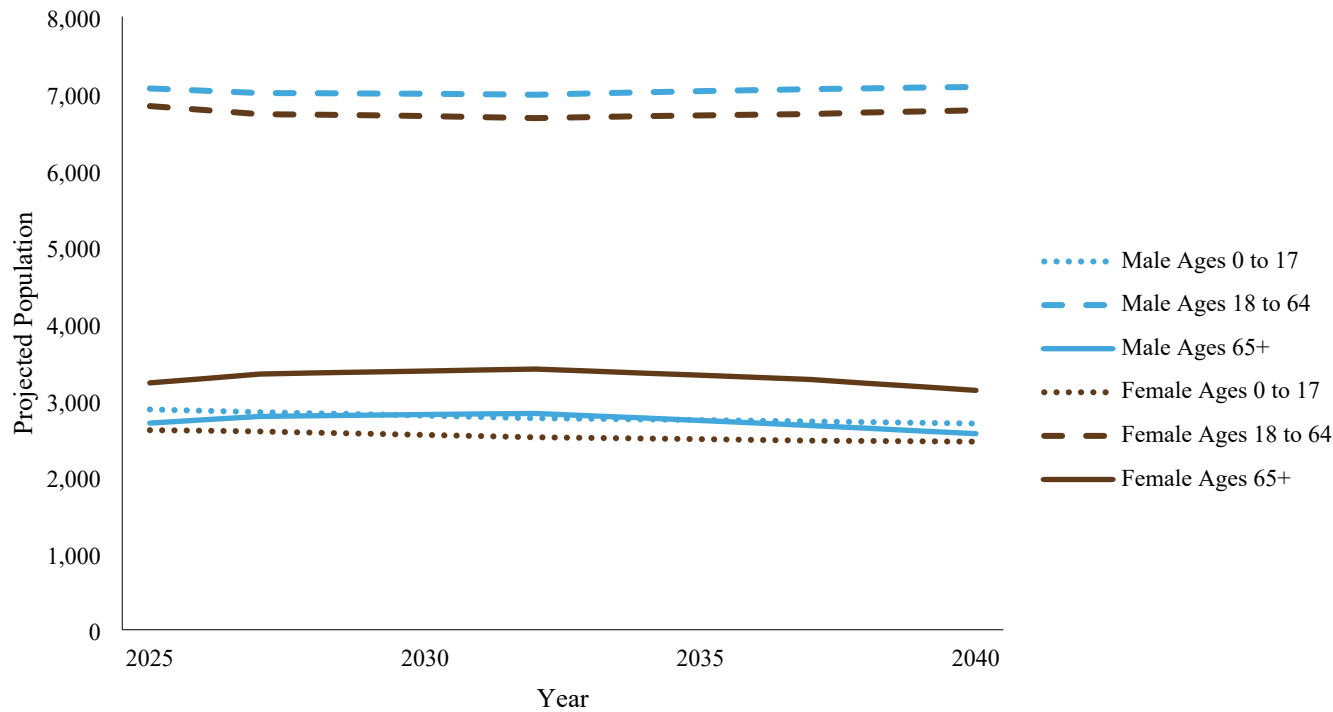
This trend indicates an immediate demand for healthcare services, senior housing, and programs and facilities that cater to the needs of an aging population, which will return to current levels or decline over a longer period of time.

The chart below illustrates the population projections for Brown County, MN, from 2024 to 2050, segmented by age groups and sex. The data shows that:

- **Stable Youth Population:** The population of males and females aged 0-17 is projected to remain relatively stable, with slight fluctuations over the years.
- **Stable Working-Age Population:** The population of males and females aged 18-64 is projected to remain steady, with a slight downward trend over this time period.
- **Peak in Elderly Population:** The population of males and females aged 65 and above is expected to rise 5.2% between 2025 and 2032. It is then expected to decline, falling below current levels by 2040.

While the population of all age groups in 2040 is projected to be relatively similar to their 2025 levels, fluctuation of the age group populations moves in opposite directions. Between 2025 and 2032, the elderly population is projected to increase slightly over this while the working-age population is projected to decline slightly. This could put stress on elderly support systems if the working-age population is not sufficient to provide all of the services in demand.

FIGURE 8 | POPULATION PROJECTIONS FOR BROWN COUNTY THROUGH 2040



Source: Minnesota State Demographic Center

COMMUNITY ENGAGEMENT

We sought public input through several activities between August 2025 and DATE 2026. These activities included:

Date	Activity	Participants
August 2025	Steering Committee Workshop: We held a workshop to discuss the purpose of the comprehensive plan, future needs and wants of Brown County residents, and potential locations for services and uses that would meet these needs	7 participants, including representatives from cities and townships, county staff, and Soil and Water Conservation District staff
August 2025	Focus Groups: We held two focus groups to discuss future needs and wants of Brown County residents and begin thinking about the geographic locations where these needs could be met	9 participants from township governance, agricultural industry, and major employers
December 2025 – January 2026	InputID: Ideas discussed in the focus groups were combined into a loose conceptual map that served as the basis for an online survey. This was shared with the public to collect feedback from more community members.	212 comments received
February 2026	Steering Committee Workshop: We held a workshop to incorporate public feedback into a draft plan and identify goal and strategy priorities	10 participants, including representatives from cities and townships, county staff, and Soil and Water Conservation District staff
March 2026	Public Survey of the draft plan	10 respondents
March 27 - 28, 2026	Open House at the New Ulm Civic Center Home, Health and Recreation Show	86 booth visitors

In addition to engagement activities dedicated to collecting public input, project staff shared information about the comprehensive land use planning process via a combination of written and audio media, including:

- Radio session 1/27/26 Community Affairs on KNUJ
- Article and social media blasts 2/27/26
- Radio Session 3/23/26 Community Affairs on KNUJ

PRIORITIES

Of the topics included in this plan, survey respondents' top priorities were:

- Natural Resources: Preserve agricultural land and natural habitats
- Land Use: Preserve property rights
- Housing: Concentrate future housing development in cities
- Economic Development: Prioritize use of existing infrastructure and concentrate growth in cities

COMMUNITY PROFILE GOALS

Goal 1: Strengthen community resilience to population decline and aging

Strategy 1A: Use local data dashboards to monitor migration, aging trends, and service gaps.

Goal 2: Expand access to childcare and family services across rural and suburban areas

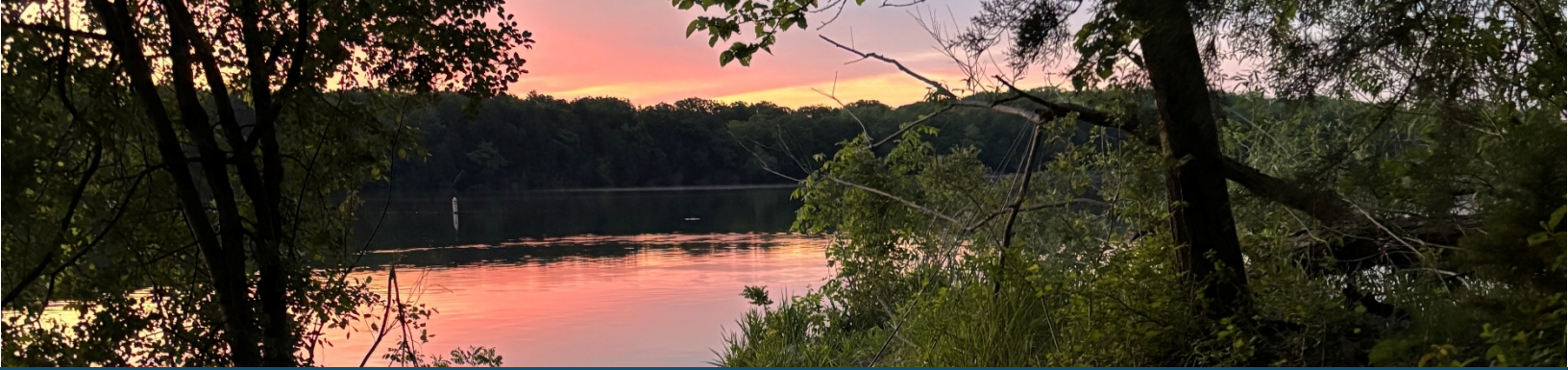
Strategy 2A: Incentivize childcare facilities in underserved areas like New Ulm, Sleepy Eye, Springfield, and Hanska.

Strategy 2B: Support community-led childcare cooperatives in areas of need.

Goal 3: Foster civic engagement across diverse communities

Strategy 3A: Host multilingual outreach events.

Strategy 3B: Use Comprehensive Land Use Map to align county budget priorities and investments.



3 | NATURAL RESOURCES

Brown County’s natural resources are shaped by its glacial history and active land and water management practices. The County seeks to support its natural resources by balancing agricultural productivity, conservation, and recreation.

HISTORIC LAND

TOPOGRAPHY AND GEOLOGIC HISTORY

Glacial activity shaped the topography and soil composition of Brown County. Advances and retreats of the last major ice coverage in the area distributed sediment throughout the region and shaped glacial stream routes that are occupied by many present day streams and lakes, including the Cottonwood River, Little Cottonwood River, and Lake Haska. A glacial meltwater river draining from Lake Agassiz formed the present-day Minnesota River Valley.

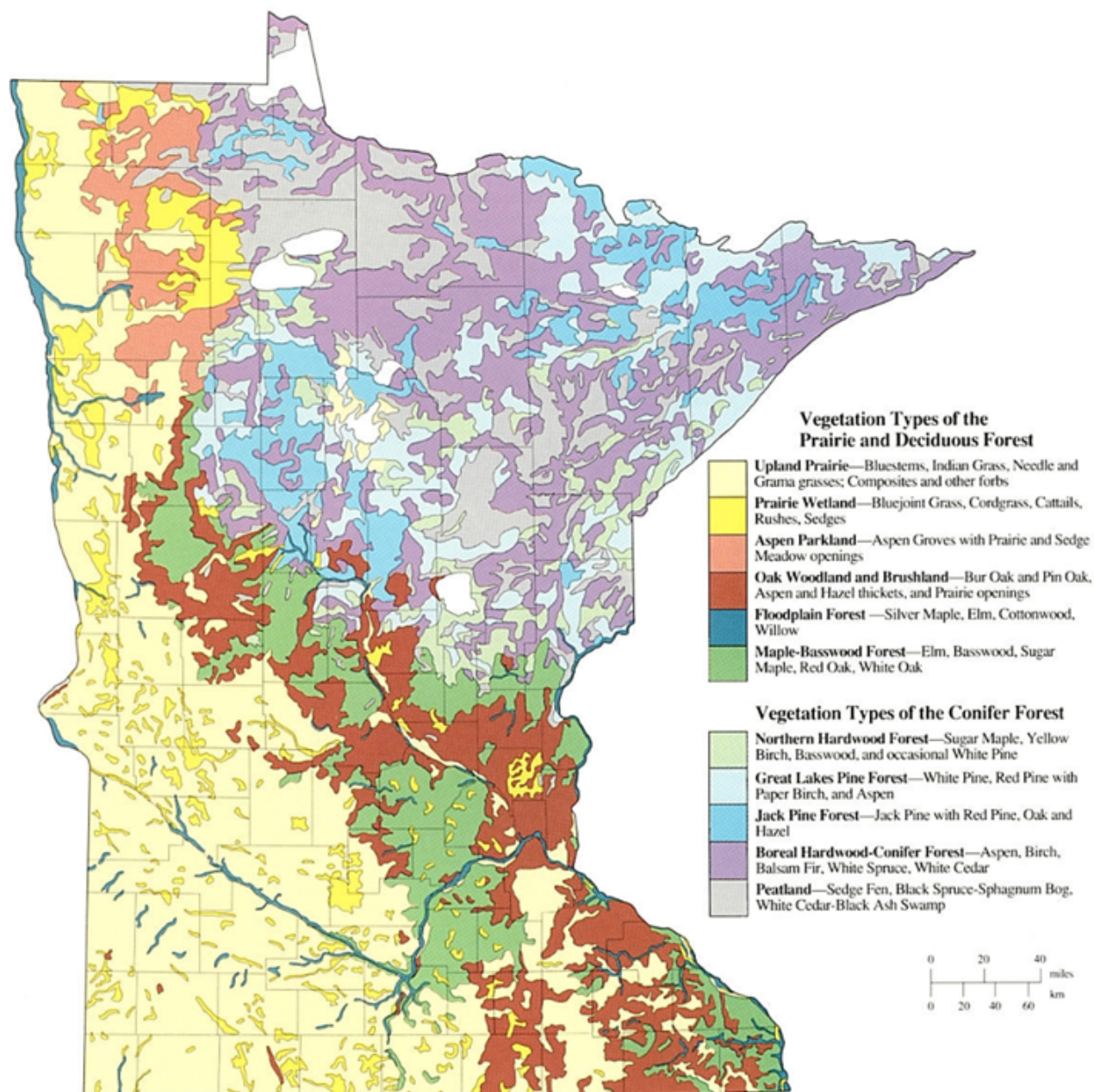
VEGETATION AT THE TIME OF THE ORIGINAL PUBLIC LAND SURVEY (1847–1907)

The [first government land surveys](#) in Minnesota were conducted between 1847 and 1907. These surveys produced detailed plat maps that are now foundational legal records for real estate and property descriptions, and they provide a valuable historical record of pre-settlement vegetation and land cover.

The area we now call Brown County was dominated by the upland prairie and prairie wetland vegetation types at the time of these land surveys. Together these vegetation types are referred to as the “tallgrass prairie,” which covered one-third of Minnesota in the 1850s. The tallgrass prairie was distinct for its grasses, which varied based on soil moisture levels. This prairie landscape was interspersed with wetland communities dominated by sedges and rushes. The glacial history of the region created a “knob and kettle” topography that led to abundant formation of these wetlands.

The landscape in Brown County has changed due to changes in land use patterns beginning in the mid-1800s. Most of the historic prairie was converted to agricultural land, and flat areas were drained to better support agriculture.

FIGURE 9 | MAP OF HISTORIC VEGETATION TYPES RECORDED IN THE PUBLIC LAND SURVEY



The Natural Vegetation of Minnesota at the Time of the Public Land Survey: 1847-1907

This map was adapted by Barbara Coffin of the DNR, Natural Heritage Program from *The Original Vegetation of Minnesota*, a map compiled in 1930 by F. J. Marschner from the U. S. General Land Office Survey Notes and published in 1974 under the direction of M. L. Heinselman of the U. S. Forest Service. It was produced by the Cartography Laboratory of the Department of Geography, University of Minnesota.

Published by the Natural Heritage Program, Minnesota Department of Natural Resources, 1988©



WATER RESOURCES

Brown County is actively involved in comprehensive watershed management as part of Minnesota's One Watershed, One Plan (1W1P) program. This integrated planning framework aligns local, state, and federal efforts to improve, protect, and restore surface water and groundwater resources on a watershed scale.

Brown County participates in two comprehensive watershed management plans:

- [Cottonwood-Middle Minnesota Watershed](#) covers the majority of Brown County
- [Watonwan Watershed](#) covers a smaller portion of land in the southern part of Brown County

SURFACE WATER AND HYDROLOGY

Brown County covers a total of 601 square miles, with 592 square miles of land and 9 square miles of water—meaning 1.6% of the county is surface water.

The Minnesota River forms the northern boundary of the county. This river, which flows 320 miles from Big Stone Lake to the Mississippi River in St. Paul, drains a watershed of approximately 17,000 square miles across parts of Minnesota, Iowa, and South Dakota. The Cottonwood River runs through the center of the county from west to east before draining into the Minnesota River near New Ulm. The Little Cottonwood River enters Brown County along its southwest border and runs northeast through the county. After exiting the county's eastern border, it flows about three miles before draining into the Minnesota River.

WATER QUALITY

A significant number of Brown County's waterbodies are considered impaired or impacted by one or more environmental stressors, according to [Minnesota's 2024 Impaired Waters List](#).

A body of water is designated as "impaired" if it fails to meet one or more water quality standards, which dictate how much of a pollutant can be in the water before it is no longer usable for drinking, swimming, fishing, or other ways. Impairment for one of these uses does not necessarily prohibit other uses. Common impairments found in Brown County include elevated mercury levels that restrict fish consumption, excess nutrients that promote algal growth, sediments that cloud the water, bacteria that pose health risks for swimmers, and poor biological conditions that affect fish and invertebrate communities.

To address these challenges, the MPCA works closely with local partners to identify pollutant sources and recommend strategies for pollutant reduction. Restoration efforts are guided by the goal of bringing waterbodies back into compliance with water quality standards, as outlined under the federal Clean Water Act.

In Brown County 16 streams are considered impaired, including the Minnesota River, Cottonwood River, and Little Cottonwood River. Five lakes, including Hanska Lake, are considered impaired. Impairments in Brown County primarily impact aquatic wildlife and aquatic recreation.

INVASIVE SPECIES

Invasive species are nonnative to an ecosystem and/or region and cause environmental, social, economic harm as well as harm to human health. Invasive species can include plants, animals, invertebrates, fish, or other living organisms. These species can exist on land or in the water.

According to the [Minnesota DNR's Infested Waters List](#), the Minnesota River is the only water body in Brown County infested with aquatic invasive species. It is infested with zebra mussels, bighead carp, and grass carp.

FLOODPLAINS

Purpose & Legal Basis

Brown County's land use plan recognizes that sound floodplain management reduces risk to people, property, public facilities, and the tax base. Participation in the [National Flood Insurance Program \(NFIP\)](#) requires communities to adopt and enforce minimum floodplain standards established by FEMA in **44 CFR Parts 59–78**, including development criteria in **44 CFR 60.3** and the adoption of effective FEMA flood maps (FIRMs) and the Flood Insurance Study (FIS). Minnesota provides the State framework for local administration through **Minnesota Statutes Chapter 103F** and **Minnesota Rules 6120.5000–6120.6200**, implemented by the Minnesota Department of Natural Resources (DNR).

Current NFIP participation status for any Minnesota community can be verified in FEMA's [Community Status Book \(CSB\)](#).

Plan directive: Prior to plan adoption (and during each five-year review), planning staff will download the latest **Community Status Book—Minnesota** to confirm that **Brown County and applicable cities and townships remain NFIP participants** and append the confirmation to this chapter's references.

Official Data & Maps Used in Reviews

The County relies on the **effective FEMA Flood Insurance Rate Maps (FIRMs)** and the accompanying **FIS** for permit decisions within the Special Flood Hazard Area (SFHA). When FEMA issues a **Letter of Final Determination (LFD)** for updated maps, Brown County must adopt the effective FIRM/FIS by the stated date to maintain NFIP standing. Effective FIRMs/FIS are accessible through [FEMA's Map Service Center](#) (MSC). See the **floodplain layer on the Land Use Maps (Current and Future)** for plan-level guidance; permit decisions must still reference the effective FEMA maps and local ordinance.

Key Terms Applied Locally (Consistent with FEMA/DNR)

- **Floodplain:** lands subject to the 1% annual-chance (base) flood, including floodway and flood fringe.
- **Floodway:** the channel and adjacent lands that must be reserved to convey/store the base flood without a cumulative rise exceeding 0.5 feet (Minnesota standard).
- **Flood fringe:** the 1% annual-chance floodplain outside the floodway where development may proceed if elevated/floodproofed to the Regulatory Flood Protection Elevation (RFPE) per Minnesota/DNR.

What FEMA Requires vs. What This Plan Recommends

FEMA/NFIP Minimums (must do).

As an NFIP community, the County must adopt and enforce floodplain regulations consistent with **44 CFR 60.3**; 2) regulate floodway encroachments so no cumulative rise above allowable thresholds; 3) require elevation/floodproofing to minimum standards; and 4) adopt new effective FIRMs/FIS on the LFD timeline to stay in good standing.

Local Planning Policies (best practices—not FEMA mandates).

The land use plan adds non-regulatory, planning-level practices to further reduce long-term exposure and simplify administration. These are **not** FEMA requirements; they complement, but do not replace, the ordinance and permit process.

- **Steer growth away from higher-risk areas.** Use the **Future Land Use Map with the floodplain overlay** to direct intensity and density to lower-risk locations when feasible. (Permitting decisions continue to use effective FIRMs/FIS and the Zoning Ordinance.)
- **Subdivision & infrastructure resilience.** For plats or capital projects intersecting the SFHA, incorporate safe access, utility protection, finished floor documentation, and floodway/no-rise checks early in design, following Minnesota DNR standards and the County ordinance.
- **Map adoption discipline.** Track FEMA preliminary maps, monitor the **appeal period**, and adopt the revised FIRM/FIS by the **LFD effective date**; keep the public informed via links to FEMA's MSC.

Property-Level Map Changes

Brown County **cannot** change FEMA flood zones. Property owners seeking a change must use FEMA processes:

- **Letter of Map Amendment (LOMA):** for structures/parcels on **natural ground** above the Base Flood Elevation;
- **Letter of Map Revision Based on Fill (LOMR-F):** for sites elevated on **permitted fill** meeting NFIP/local standards. Applicants typically submit survey/engineering documentation and file via FEMA's **Online LOMC** or **MT-EZ/MT-1** forms; the DNR provides step-by-step guidance. [neilsberg.com], [datausa.io]

Landowners frequently inquire about changing their FEMA Flood Zone designation, particularly for property development or insurance purposes. However, Brown County does not have the authority to alter flood zone designations. Any requests to change



these designations must be submitted to the Minnesota DNR and FEMA. More information about this process, including map appeals and revisions, can be found on the [Minnesota DNR's website](#).

STORMWATER MANAGEMENT

To reduce the risk of stormwater runoff and protect surface waters, Minnesota State Statutes and the Brown County Zoning Ordinance require erosion-prevention and sediment-control practices to be installed before any construction or land-disturbing activity begins. Stormwater best management practices (BMPs) are formally required for certain permit types and strongly encouraged for all other development to minimize runoff, erosion, and water-quality impacts.

Brown County manages a large, interconnected rural drainage system consisting of 234.5 miles of open ditches and 448.6 miles of tiled ditches, organized into 56 County Ditches and 25 Judicial Ditches. The Brown County Board of Commissioners serves as the Drainage Authority for all county ditches. Brown County Commissioners collaborate with commissioners from Blue Earth, Redwood, Cottonwood, and Watonwan Counties to oversee joint ditch systems that cross county borders. This drainage system is essential for managing surface water, reducing localized flooding, and supporting the long-term viability of agricultural land. Landowners are responsible for ensuring that grading, tiling, construction, or other land alterations do not obstruct ditch flows or diminish system capacity.

STORMWATER SYSTEM CAPACITY

Brown County **does not operate a municipal storm sewer system**. Instead, stormwater management is handled through:

- Rural drainage systems administered under the County Drainage Authority.
- On-site stormwater features (ponds, swales, infiltration basins) required through zoning and development permits.
- State and watershed-level permitting for larger or more complex projects.

Stormwater capacity is therefore **site-specific** and based on established design standards. New developments must size detention and infiltration systems to accommodate typical design storm events—commonly **10-year and 100-year storms**—consistent with Minnesota Pollution Control Agency (MPCA) and Minnesota Department of Natural Resources (DNR) guidance.

KEY DRAINAGE AND STORMWATER REQUIREMENTS

- Land disturbances must not interfere with or reduce the capacity of county ditches.
- The County Board oversees ditch maintenance, improvements, and coordination with affected landowners.
- The Zoning Ordinance includes stormwater-related regulations with development standards.

STORMWATER-RELATED PROVISIONS IN THE ZONING ORDINANCE

- **Shoreland management standards** regulate development near lakes, rivers, and wetlands.
- **Erosion and sediment control measures** are required for land-disturbing activities.
- **Performance standards by zoning district** help ensure development does not create adverse environmental conditions.
- **General environmental protection requirements** guide responsible site design and runoff management.
- The ordinance references **Minnesota Rules Chapter 7090** and **MPCA stormwater permitting requirements**, ensuring local compliance with state water-quality regulations.

GEOLOGY AND GROUNDWATER

Groundwater is a crucial resource, as residential drinking water within Brown County is completely supplied from groundwater resources.

[The Groundwater Atlas of Brown County](#) provides important information about the groundwater characteristics Brown County, including aquifer distribution and pollution sensitivity. Pollution sensitivity of aquifers is low across much of Brown County, with higher sensitivity near larger rivers, streams, and river valleys.

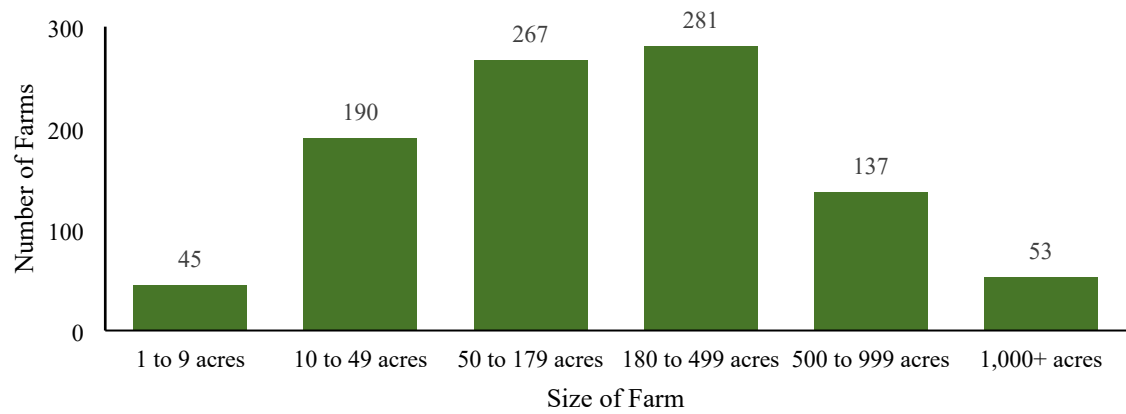
GRAVEL PITS

Gravel pits can be seen as both a resource and an asset in Brown County. Extractive activities that take place at gravel pits are relevant to the county's environmental health and are an important type of economic activity. Finding a use for former gravel pits also offers an opportunity to extend their contribution to the local economy after extraction takes place. Gravel mining is subject to state and federal permits, but generally regulated at the local level. The county has records of 22 active gravel mines and 24 inactive gravel mines.

AGRONOMY

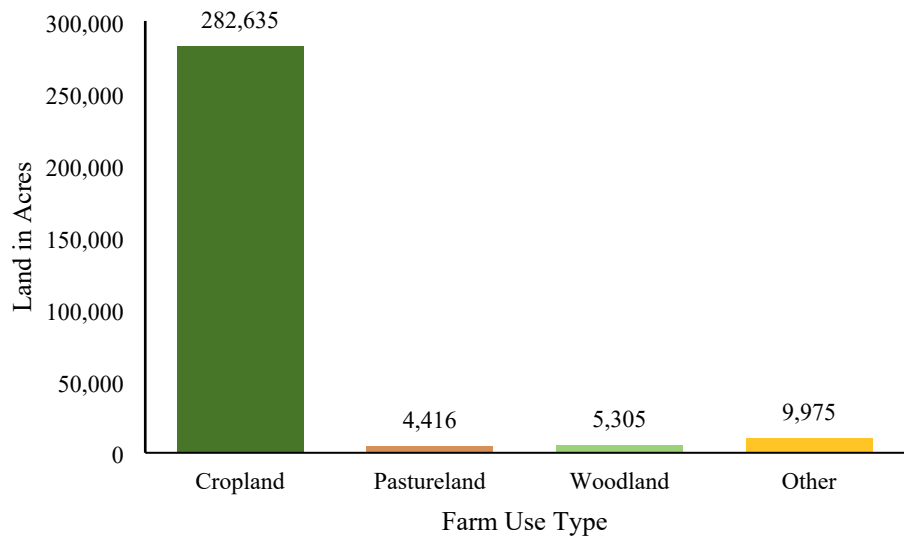
Agriculture is a significant characteristic of Brown County’s economy and identity. The United States Department of Agriculture’s [2022 Census of Agriculture](#) found 1,693 producers worked on 973 operational farms on 302,331 acres of land in Brown County. The average farm size was 311 acres. The majority of this farmland was dedicated to crop production.

FIGURE 10 | NUMBER OF FARMS BY SIZE



Source: USDA 2022 Census of Agriculture

FIGURE 11 | LAND IN FARMS BY AGRICULTURAL USE TYPE



Source: USDA 2022 Census of Agriculture

FIGURE 12 | NUMBER OF FARMS BY SALES VALUE



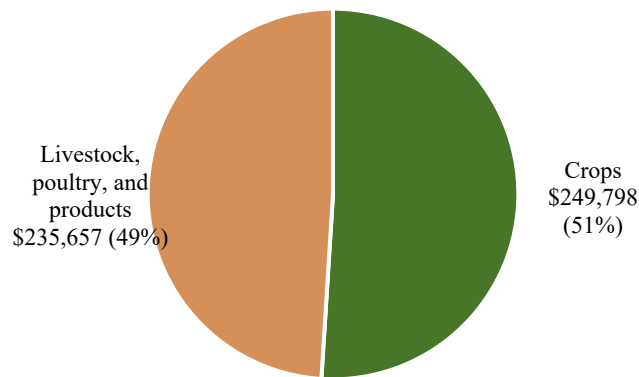
Source: USDA 2022 Census of Agriculture

According to the United States Department of Agriculture’s [2022 Census of Agriculture](#), Brown County reported the following major agricultural outputs:

- Corn for grain: 131,214 acres
- Soybeans: 111,584 acres
- Forage (hay): 6,860 acres
- Vegetables: 3,248 acres
- Hogs: 244,365
- Turkeys: 103,255
- Cattle: 33,601

That Census found the market value of products sold by Brown County farms was \$485,455,000. These agricultural sales were roughly evenly divided between crops and livestock.

FIGURE 13 | SALES BY PRODUCT TYPE



Source: USDA 2022 Census of Agriculture

Soil health and protection are essential to the longevity and production of these agricultural systems. Erosion, defined as the removal of soil by water, wind, or gravity, poses a significant risk to farmland, water quality, and infrastructure. Preventing erosion and managing sediment is a critical part of both state and county environmental stewardship. Examples of soil health practices include cover crops, reduced tillage, and nutrient management. According to the [2022 Census of Agriculture](#), 10% of Brown County farms used no tillage, 30% used reduced tillage, and 6% used cover crops.

Community Input

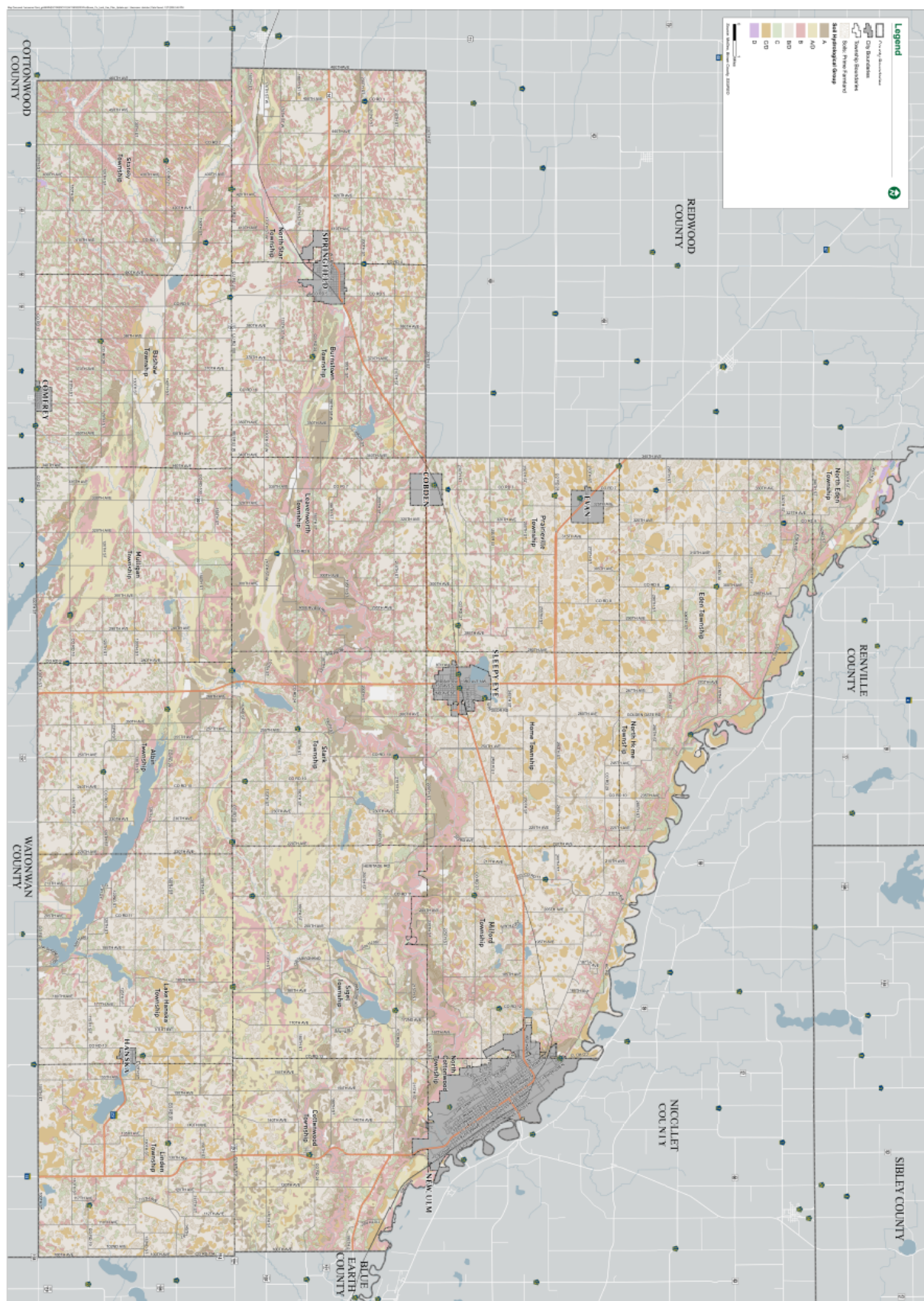
Survey respondents value farmland and property rights highly. They expressed strong opposition to development of farmland.

SOILS

Knowing the soil type is important when planning land uses because it can influence how stable the ground is as well as whether stormwater will pool, runoff, or infiltrate into the ground. Soil type can also be helpful for identifying prime agricultural lands that should be protected from future development.

Soil type can be classified into four main groups, as described below:

- Group A. Soils have a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well-drained, excessively drained, or gravelly sands. These soils have a high rate of water transmission.
- Group B. Soils have a moderate infiltration rate when thoroughly wet. These consist chiefly of moderately deep or deep, moderately well-drained, or well-drained soils with moderately fine to coarse texture. These soils have a moderate rate of water transmission.
- Group C. Soils have a slow infiltration rate when thoroughly wet. These consist chiefly of soils with a layer that impedes the downward movement of water or soils of moderately fine or fine texture. These soils have a slow rate of water transmission.
- Group D. Soils have a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays with a high shrink-swell potential, soils with a high water table, soils with a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.



OPEN SPACE CONSERVATION

Open space conservation protects land that is undeveloped, maintains environmental benefits such as wildlife habitat and clean water, provides recreational opportunities, protects cultural heritage, and improves the quality of life for our community. There are many different types of open space conservation land programs available through local, state, and federal agencies and organizations.

WILDLIFE AND AQUATIC MANAGEMENT AREAS

Wildlife and Aquatic Management Areas are land managed by the State of Minnesota to protect natural wildlife habitats and provide space for recreational activities such as hunting, trapping, and fishing. Thirty-three [Wildlife Management Areas \(WMAs\)](#), comprising 3,423 acres, are fully or partially located within Brown County. Brown County is also home to two [Aquatic Management Areas \(AMAs\)](#).

SCIENTIFIC AND NATURAL AREAS

[Scientific and Natural Areas \(SNAs\)](#) are public lands managed by the State of Minnesota which are distinguished by their unique ecological features, which may include undisturbed plant communities, habitats for rare or endangered species, and notable geologic formations. These areas are open to recreational activities that have minimal impact on the ecosystem, including birdwatching and hiking. Brown County is home to two SNAs comprising 422 acres: Joseph A. Tauer Prairie SNA and Cottonwood River Prairie SNA.

PARKS, TRAILS, AND RECREATION

Brown County has four county parks, one State Park, and a variety of public trails that offer access to a variety of outdoor recreational activities.

COUNTY PARKS

The Brown County Park Commission oversees four county parks, offering public access to ski, swimming, camping, hiking, and canoeing facilities. Lake Haska County Park is the only one open year-round. The rest are open from April 15 to October 15.

- **Lake Haska County Park:** The only county park that is open year-round, amenities at Lake Haska County Park include paved walkways, picnic shelters, hiking and cross-country ski trails, and a sand swimming beach. The park is located near the county's southern border and also includes a public campground that accommodates tent and RV camping and is open from mid-May to mid-October.
- **Lost Dog and Fox Hunter's County Park:** A park in the eastern part of Brown County that offers sand volleyball courts, playground, and open play areas.
- **Mound Creek County Park:** A 316-acre park in the southwest corner of Brown County with a water and dam that offers amenities including a disc golf course, swimming beach, boat launch, sand volleyball courts, and hiking trails.
- **Tremel Park:** An 18-acre park in central Brown County that offers a picnic shelter, shore fishing, open play areas, and hiking.

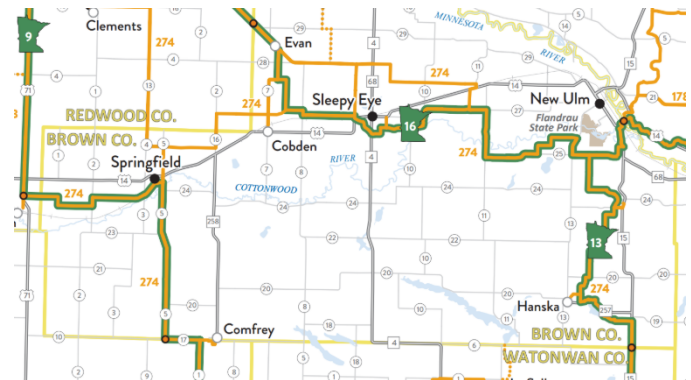
FLANDRAU STATE PARK

Located south of New Ulm, [Flandrau State Park](#) has diverse terrain that includes marshes, open grasslands, and wooded river bottoms. The park's amenities include a sand-bottom swim pond, volleyball court, ski trails, snowshoe trails, and hiking trails. The Cottonwood River meanders through the park, giving visitors access to fishing opportunities and the Cottonwood River State Water Trail. Flandrau State Park has several lodging options, including seasonal campgrounds that accommodate tent or RV camping, seasonal cabins and bunkhouses, and two year-round cabins.

TRAILS & RECREATION

Brown County offers a mix of recreational trail opportunities, including bike routes, multi-use paths, and snowmobile trails maintained through state and local partnerships. Snowmobile riders can access an established network of routes maintained by the River Valley Dutchmen Snowmobile Club, which are part of the statewide trail system shown on the Minnesota DNR's snowmobile maps. These include Grant-in-Aid trails and locally supported connectors that run across rural areas of the county. Although Brown County does not operate

designated countywide ATV trail systems, riders typically use rural roads or nearby regional trail systems where allowed. Bicyclists enjoy access to local paved paths and regional connections through nearby cities such as New Ulm and Sleepy Eye, which link to the broader network of Minnesota bike trails. [SW Snowmobile Quad Map](#)



Map Legend

- Snowmobile Trails
- Snowmobile Club Trails (non-GIA, open to the public)
- MnUSA Corridor (even numbers = east/west, odd numbers = north/south)
- Trail Intersect
- State Forests
- State Parks
- Wildlife Management Areas
- Cities under 1,000 population
- Cities over 1,000 population
- County Boundaries



PUBLIC WATER ACCESS

There are 23 [public water accesses](#) in Brown County, including fishing piers, boat trailer accesses, and carry-in boat accesses. Each access is administered by Brown County, the DNR, or the city or township it is located in.

Brown County operates seven of these public water accesses, including five carry-in boat accesses on Altermatt Lake and the Cottonwood River, a trailer boat access on Mound Creek Reservoir, and a fishing pier on Lake Hanska.

PUBLIC TRAILS

Two [Minnesota State Water Trails](#) water trails offer community members an opportunity to kayak or canoe on rivers in Brown County. The 58-mile Cottonwood River State Water Trail starts in Springfield and travels 58 miles to New Ulm, where it empties into the Minnesota River. The Minnesota River State Water Trail is a 318-mile trail that flows from Big Stone Lake to the Mississippi River. A portion of it runs along Brown County's northern border.

Snowmobilers can enjoy 200 miles of snowmobile trails in Brown County, which the [River Valley Dutchmen Snowmobile](#) Club maintains in cooperation with the Minnesota Department of Natural Resources. The trails are open from December 1 through March 31, weather permitting.

There are no state, horse, or off-highway vehicle (OHV or ATV) trails in Brown County. There are no dedicated bike paths outside of city limits.

Community Input

"We need more recreation: consider an ATV/snowmobile trail along Hwy 14 (NU-SE-SP), a Lake Hanska loop, and paddling on the Cottonwood River."

"Areas around the river should remain undeveloped and protected natural areas for wildlife corridors."

"More bike trails and parks is a great idea! It will add more wildlife and beauty to our area. They will definitely get used."

"A paved or primitive trail would not be fair to adjacent land owners. Landowners didn't buy the land for others to use. Leave it alone."

"Please leave the farmers and wildlife alone."

"There is a significant need for bike/pedestrian/running trails in the area. I would support all proposed trail recommendations. Please ensure that towns also support bathroom facilities and access to water for recreational users."

"ATV trails please"

"Somehow being able to connect Springfield to Comfrey? I know quite a few people that bike or run from Comfrey to Springfield and have to go along the county roads so I think a trail between the two would be very utilized."

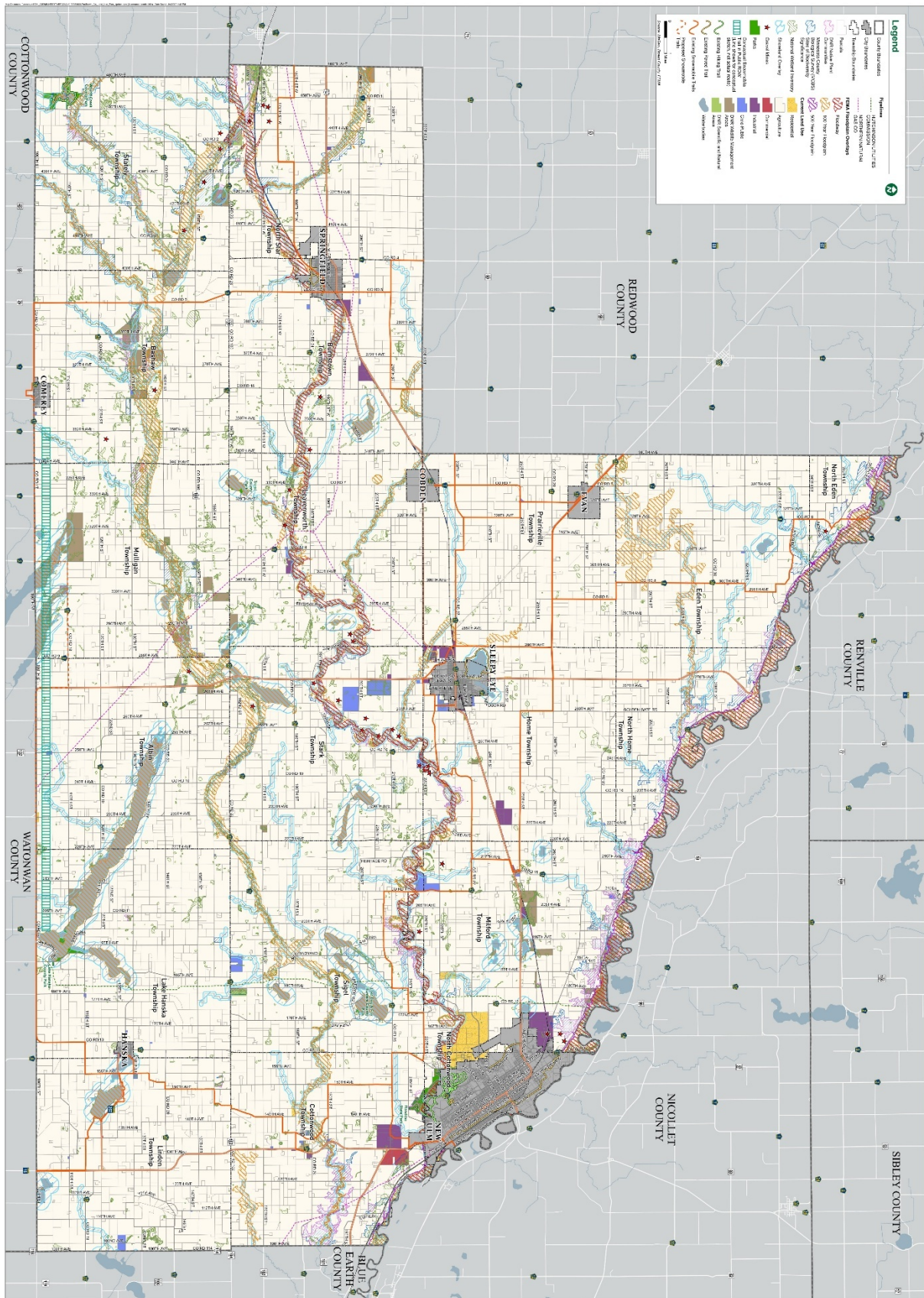
"This is our private, family farm. We don't want any developments out here at all. We already have trouble with trespassers coming off the lake onto our private land via snowmobiling. We do not want any trails, homes, campgrounds, absolutely nothing."



Land Use Plan

Brown County, MN

Natural Resources, Recreation, and Open Space



Brown County
MINNESOTA

Vision 2040 Brown County

Natural Resources

NATURAL RESOURCES GOALS

Goal 1: Protect prime agricultural soils and water resources

Strategy 1A: Apply Soil Rating for Construction (SRC) to guide solar/wind siting and development.

Strategy 1B: Avoid development in flood-prone or wetland corridors like the Cottonwood River basin.

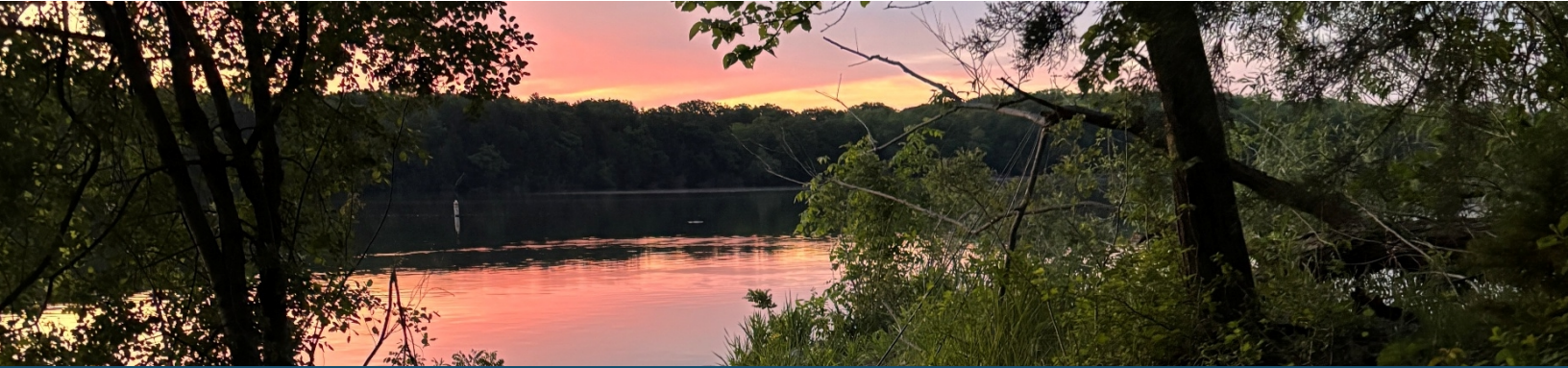
Goal 2: Plan for extractive resource management

Strategy 2A: Develop post-extraction reuse strategies for retired gravel pits (e.g., recreation, habitat restoration) and reclamation practices.

Goal 3: Expand access to natural recreation assets

Strategy 3A: Collaborate with cities to improve paddling routes along the Cottonwood River and Lake Hanska.

Strategy 3B: Collaborate with cities and associations maintaining existing snow mobile trails to further support trails in public Right-of-Ways and promote ecotourism in the county.



4 | LAND USE

This chapter outlines the vision for land use in Brown County over the next 25 years. It provides a framework for guiding growth, preserving agricultural land, and ensuring fiscal sustainability. This chapter also supports goals in transportation, housing, economic development, and environmental protection.

The plan aligns with Minnesota state statutes, regional planning efforts, and local ordinances. It does not alter existing property rights but offers current and future landowners some additional land use options in the future.

CURRENT LAND USE

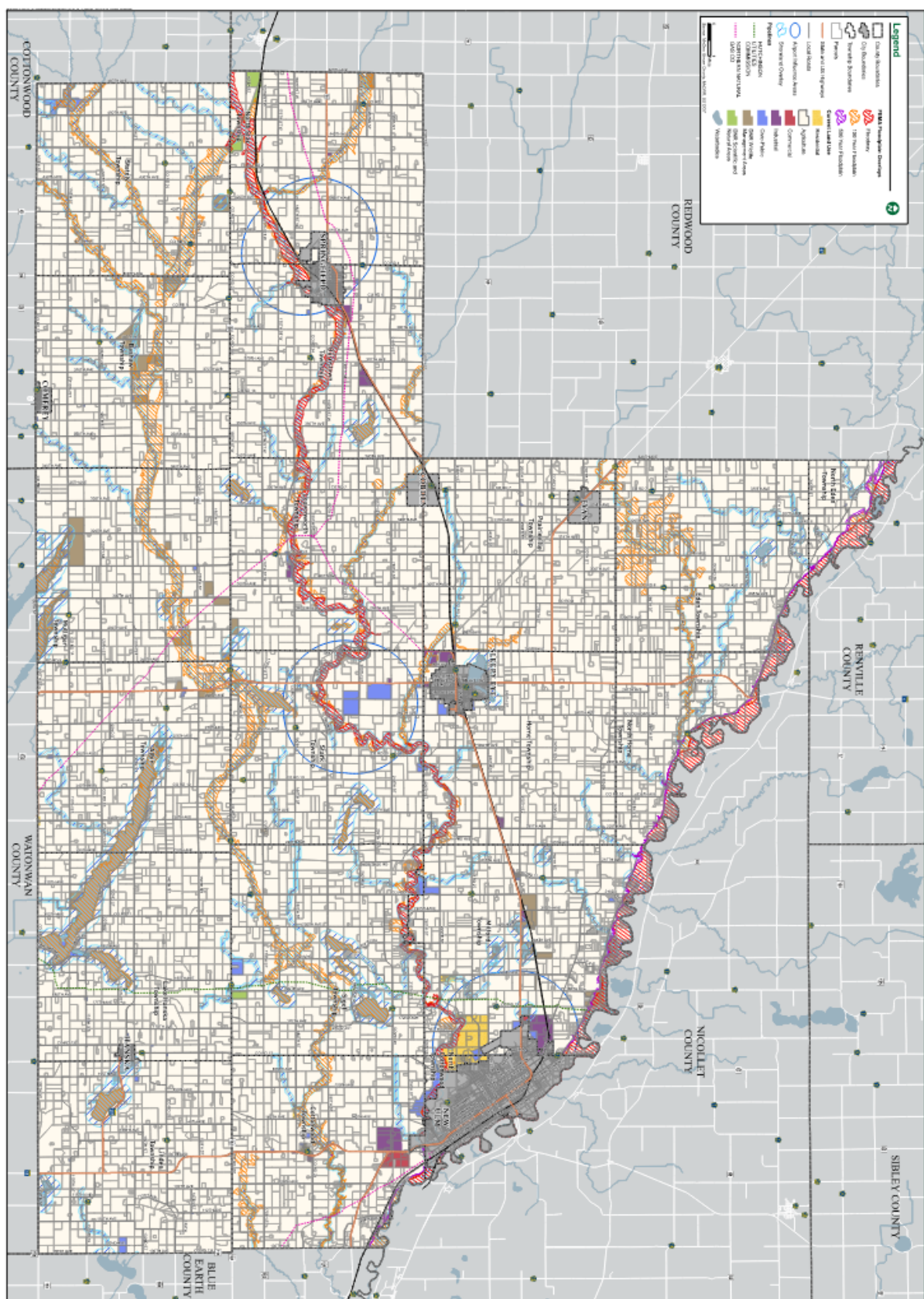
Brown County’s current Land Use Plan dates back to 1991 and does not reflect the current nomenclature of land uses or the best practices for categorizes land use. Therefore, The current zoning has been used to create Current Land Use. In this context, land use serves as a broader planning framework—a level above zoning—that helps plan future development patterns across the County at a broader level. This approach allows the County to:

- Maintain consistency with current zoning regulations and best practices,
- Provide flexibility for future growth,
- Preserve agricultural and rural character, and
- Introduce new development opportunities per community consensus.

The newly created land uses were derived from existing zoning districts, as shown in Table 1.

TABLE 2 | NEW LAND USES BASED ON EXISTING ZONING DISTRICTS

New Land Use	Existing Zoning District
Agriculture	A-1 Agriculture
Residential Low Density	R-1 Residential
Residential Medium Density	none
Commercial	B-1 and B-2 Business
Industrial	I-1 and I-2 Industrial
Civic-Public now includes County Park/Open/Public spaces, Churches and Schools	County Parks
Shoreland Overlay	Shoreline
Floodplain Overlay	FEMA Floodway, 100-year and 500-year floodplain
Airport Overlay	Airport Overlay Zones
DNR Wildlife Management Areas	DNR Wildlife Management Areas
DNR Scientific and Natural Areas	DNR Scientific and Natural Areas



CURRENT LAND USE DESIGNATIONS

Developed land uses make up a small share of the county overall. Combining the “built” categories—Residential Low Density (1.46%), Commercial (0.31%), Industrial (0.80%), and Civic-Public (0.58%)—these uses total only 3.16% of all acreage. This reflects a predominantly rural county with development concentrated in a limited number of locations rather than dispersed widely across the landscape.

TABLE 3 | CURRENT LAND USE ACREAGE

Current Land Use	Acres	% of Total Acres
Agriculture	362,712	94.27%
Civic-Public	2,249	0.58%
Commercial	1,206	0.31%
DNR Scientific & Natural Areas	422	0.11%
DNR Wildlife Management Areas	3,423	0.89%
Industrial	3,083	0.80%
Residential Low Density	5,630	1.46%
Residential Medium Density	0	0.00%
Waterbodies	6,016	1.56%
TOTAL	384,740	100.00%

**these are approximate acreage, ±1 acre as mapping tolerance*

Agricultural Land

Agriculture overwhelmingly defines the county’s landscape. At 362,712 acres (94.327%), agriculture is the dominant land use by a wide margin—meaning most land-use decisions, infrastructure needs, and environmental outcomes are tightly linked to working lands (farm access, drainage systems, soil health, and ag-support services).

Residential Land

Residential development is primarily low-density, and the county includes no medium-density residential acreage.

Residential Low Density totals 5,630 acres (1.46%).

Housing is predominantly single-family and rural-lot in pattern, and more compact housing types (townhomes, duplexes, multifamily) are not common—important context for housing diversity, affordability, and aging-in-place strategies.

Public and Institutional Land

Public and institutional uses occupy a modest but important footprint. Civic-Public land includes 2,249 acres (0.58%), which encompasses schools, local government facilities, and other public services. Though a small share of total land, these uses support essential community functions and service delivery..

Industrial Land

Industrial land remains limited, totaling 3,083 acres (0.8%).

This indicates a constrained employment-land base and highlights the importance of planning for additional industrial or employment-supportive areas to meet long-term community and economic needs.

Commercial Land

Commercial land is similarly limited at 1,206 acres (0.31%), reflecting a nodal distribution of retail and service uses. These uses are primarily concentrated in community centers or along major corridors, resulting in fewer service hubs serving larger rural areas and potentially limited access to retail, healthcare, and daily-need services for outlying residents.

Natural Spaces

Conservation and habitat lands contribute a meaningful ecological presence, even though they are small relative to agricultural acreage.

- DNR Wildlife Management Areas: 3,423 acres (0.89%)
- DNR Scientific & Natural Areas: 422 acres (0.11%)

Together (~1.00%), these lands support habitat protection, recreation, and water-quality functions.

Waterbodies form a notable landscape feature, covering 6,016 acres (1.56%). These areas influence local drainage patterns, flood storage, shoreline management, and recreational access.

KEY TAKEAWAYS OF CURRENT LAND USE

Overall, the county's land-use profile shows that agriculture, water, and conservation lands together comprise approximately 96.86% of all mapped acreage, reflecting a deeply rural landscape. This supports policies focused on preserving farmland, guiding growth near existing communities, and investing in infrastructure in a targeted and efficient manner.

Planning takeaway: small shifts in developed acreage can matter locally.

Because developed categories are collectively small, an additional few hundred acres of housing or industrial land may significantly influence growth patterns and service demands in specific cities or townships—even though the county's overall percentages remain relatively stable.

CURRENT TAX REVENUE OF LAND CLASSIFICATIONS

Tax records provide useful financial context, but tax land classifications should not be interpreted as equivalent to land use categories. The County Assessor’s classifications are designed for taxation purposes and follow state-defined rules for how property is valued. These categories are not the same as land use and tax classifications cannot be directly compared to existing land use categories. The tax data below reflects all properties in Brown County, including those within incorporated cities.

TABLE 4 | LAND CLASSIFICATION CATEGORY & TAXES PAYABLE IN ASSESSMENT YEAR 2024

Land Classification Category	Percent of Land	Percent of Tax Base (NTC, Pay 2025)
Agriculture	99.14%	54.9%
Residential	0.31%	34.5%
Commercial & Industrial	0.54%	10.6%

Note: These tax shares are NTC distribution (tax base), not levy paid by class. Levy shares can differ due to school operating referendum (RMV) and state general tax applying to specific classes. Source: MN Department of Revenue, Assessment Year 2024 → Taxes Payable 2025

WHY THIS INFORMATION IS INCLUDED

Tax classification data is included to show how different types of land contribute to the County’s overall tax base. Even though tax classifications are not the same as land use or zoning, they help illustrate the financial context behind land use patterns. This information supports planning decisions by showing how the County’s revenue structure aligns with how land is used today and how future development could affect long-term fiscal sustainability.

RESIDENTIAL

Residential land accounts for 0.31% of Brown County’s total land area contributes 34.5% of the county’s tax base. This stark contrast reflects the high per-acre market value of residential property as well as Minnesota’s tax classification system, which assigns higher tax capacities to residential parcels compared to agricultural land. Even though residential acreage is extremely small in proportion to total land, it plays a disproportionately large role in supporting the local tax base.

AGRICULTURAL

Agricultural land dominates the county, roughly 99.14% of the land area. It accounts for 54.9% of the tax base. This is typical in rural counties, where agricultural land is assessed at lower values per acre due to its classification and use, and often benefits from special valuation methods and credits.

COMMERCIAL AND INDUSTRIAL

Commercial and industrial properties occupy 0.54% of the county’s land area, and contribute 10.6% of the tax base. This underscores their economic importance and the high value generated per acre, often linked to business activity, infrastructure investment, and Minnesota’s property tax structure for Class 3a property.

Community input strongly supports preserving prime soils for agricultural uses; and, not all agricultural acreage consists of prime soils. With rising demand for housing and job-supporting land, the future land use strategy projects that demand to be accommodated by lower-quality or less productive soils to non-agricultural uses, while protecting the county’s most productive farmland for continued agricultural use.

CURRENT OVERLAYS

Overlays are special planning tools used to define areas that require additional considerations or regulations beyond what is provided by the base land use or zoning designation. Unlike zoning districts, which typically follow parcel boundaries and are often orthogonal (grid-like), overlays are best suited for areas defined by natural features, infrastructure, or unique land characteristics.

Overlays are especially useful when:

- The area of concern crosses multiple zoning districts or land use categories
- The boundaries are irregular and follow topography, water bodies, or hazard zones
- There is a need to preserve, protect, or manage specific resources or risks

Overlays do not follow Parcel Lines and are often based on geospatial data such as:

- Elevation and slope
- Floodplain boundaries
- Shoreland buffers
- Airport safety zones
- Conservation
- Ordinary High Water Level of Waterbodies

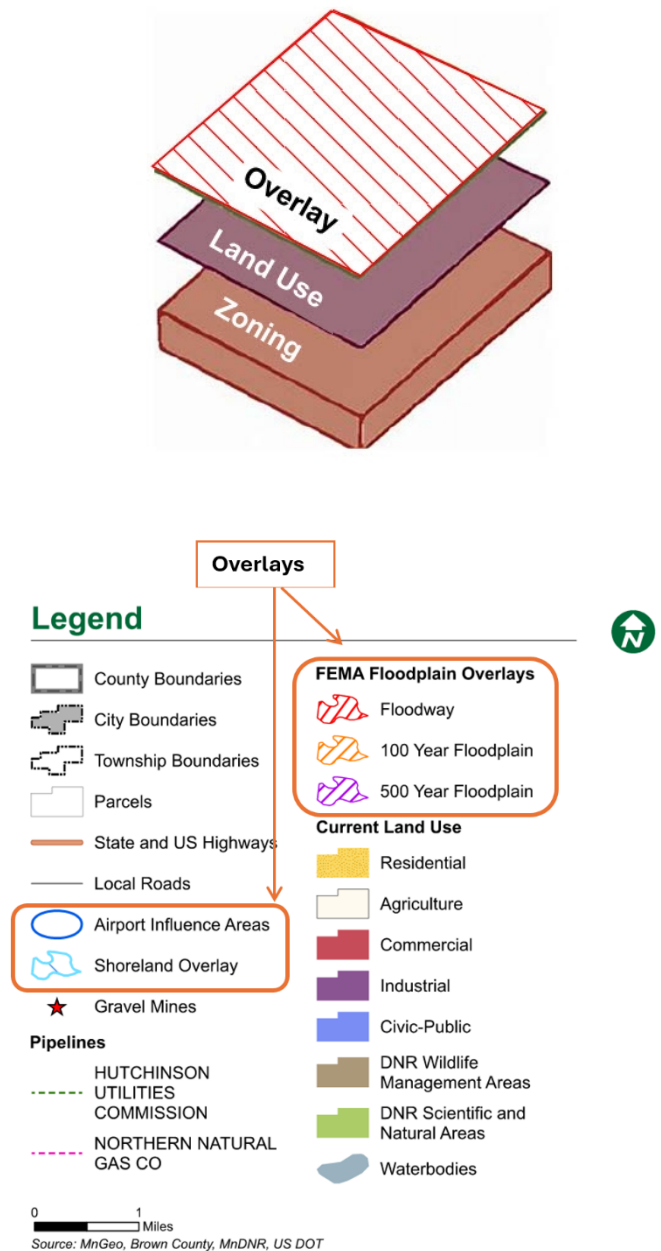
Because these features do not align neatly with property lines, overlays are drawn to reflect real-world conditions, not ownership boundaries. This allows planners to apply targeted policies or restrictions where they are most needed, regardless of parcel configuration. For example: Shoreland and Floodplain are mapped as overlays on the Current Land Use Map and Future Land Use Map. The Airport Overlay are shown as these are required by statute. There are no changes to these overlays between the two maps.

Overlays for Brown County are:

- Floodplain- composed of floodway, 100-year floodplain and 500-year floodplain
- Shoreland
- Airport Influence areas

FIGURE 14 | RELATIONSHIP BETWEEN OVERLAYS AND ZONING

FIGURE 15 | OVERLAYS SHOWN ON MAP LEGEND



FUTURE LAND USE

Under Minnesota Statutes Chapter 394, Brown County is authorized to adopt a comprehensive plan and zoning regulations to guide growth and protect public health, safety, and welfare. Future land use designations do not change existing land use rights or zoning; rather, they provide a long-range vision for how areas could develop over time. Property owners retain all current rights, and any change in use still requires a landowner-initiated application and full County review.

Planning for future land use helps Brown County anticipate growth, align infrastructure and services, and support the types of development the community values. By identifying where future development is most appropriate, the County can protect key agricultural areas, respond to market demand, and maintain a strong, sustainable tax base.

Community Input

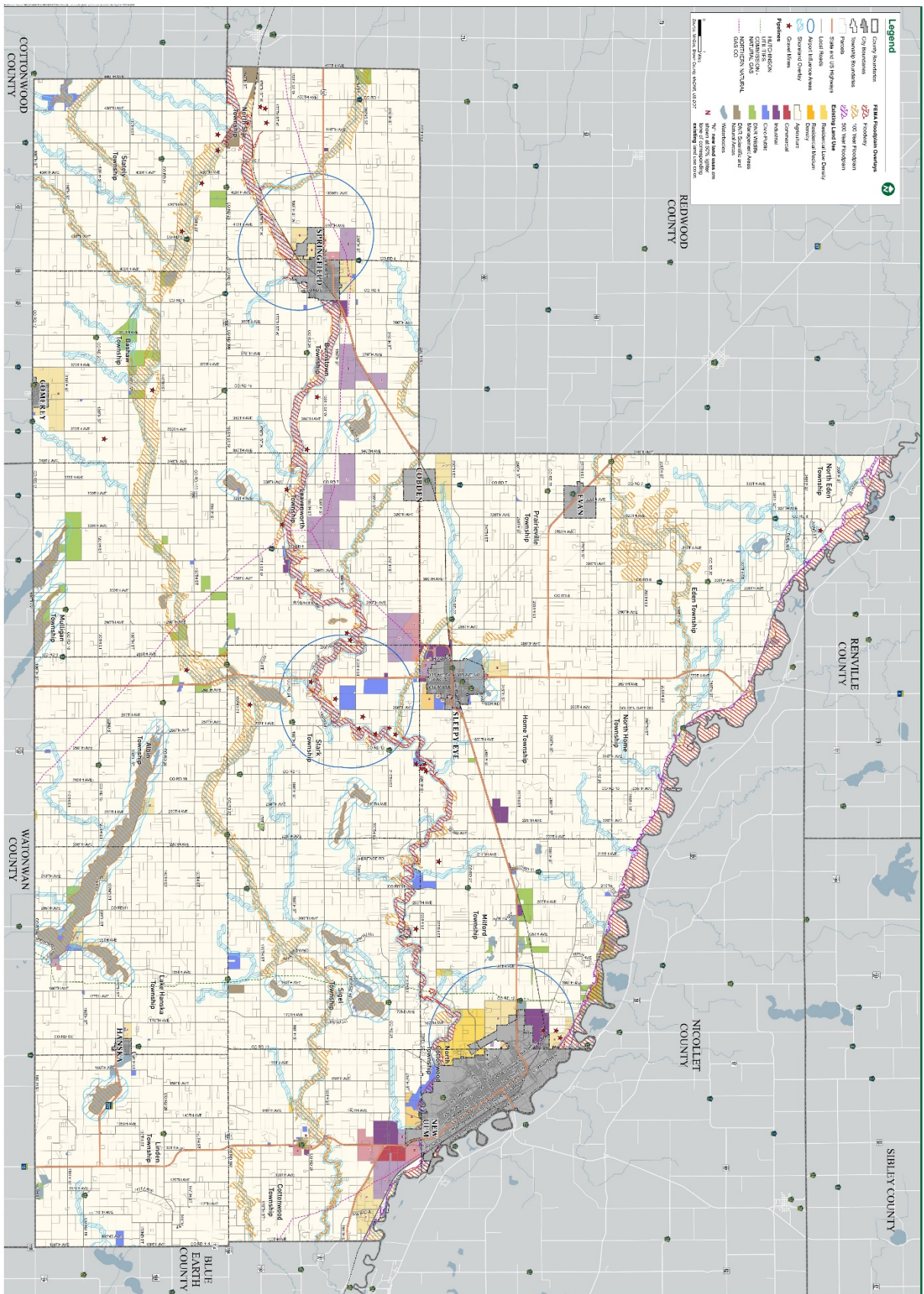
Community members said their top priorities for land use were:

- Preserve agricultural land: Cluster development and concentrate it near cities to protect farmland
- Rural character: Retain Brown County’s rural feel

TABLE 5 | FUTURE LAND USE

Future Land Use	Acres	% of Total Acres
Agriculture	360,444	93.69%
Civic-Public	2,249	0.58%
Commercial	1,284	0.33%
DNR Scientific & Natural Areas	422	0.11%
DNR Wildlife Management Areas	3,423	0.89%
Industrial	5,340	1.39%
Residential Low Density	5,146	1.34%
Residential Medium Density	416	0.11%
Waterbodies	6,016	1.56%
TOTAL	384,740*	100.00%**

*Notes: these are approximate acreage, ±1 acre as mapping tolerance :
**Percentages may not sum to 100% due to rounding



CHANGES IN USE DESIGNATIONS

The Future Land Use Map shows potential land use at 100% buildout. It was designed based on community input and steering committee workshops. A change in use category between the Current Land Use Map and the Future Land Use map broadens the potential appropriate uses for an area. It does not change any existing land use rights or zoning. This is a depiction of a hypothetical scenario and does not indicate the existence of any proposed projects.

Agricultural Land

Agriculture remains the defining land use at 360,444 acres (93.69%), honoring public input and showing continued commitment to protecting the county's working lands. Slight reduction from current acreage reflects strategic adjustments to support other community needs while maintaining the county's agricultural character.

Industrial Land

Industrial land grows to 1.39%, supporting modern job opportunities and economic diversification. This expansion—from approximately 0.80% today to 1.39% in the future land use plan—was a priority for the county, steering committee as well as the community. It identifies targeted locations for employment uses, including manufacturing, logistics, and value-added agricultural industries. These areas help strengthen the county's economic base and align with evolving workforce needs.

Commercial Land

Commercial acreage increases to 0.33%, enhancing access to goods, services, and small business opportunities. Though a modest expansion, this change reflects planning for retail and service needs consistent with population and economic trends—supporting local commerce without significantly altering the county's rural landscape.

Residential Land

Residential land expands in a balanced, strategic way.

Residential Low Density remains the primary housing type at 1.34%, consistent with the county's rural development patterns and demand for single-family and rural-lot housing.

Residential Medium Density emerges as a small but important category at 0.11%, introducing a more diverse housing mix. This supports needs such as aging-in-place housing, workforce housing, and smaller household sizes. Even a small increase signals a shift toward modernized, flexible housing strategies.

Natural Spaces

Natural resource designations remain consistent:

- DNR Wildlife Management Areas: 0.89%
- DNR Scientific & Natural Areas: 0.11%

These areas continue protecting ecological resources. While additional lands may be designated as WMAs or SNAs in the future, no changes are shown here because those decisions fall under state—not county—jurisdiction.

Waterbodies remain stable at 1.56%, reflecting the enduring influence of lakes, rivers, and wetlands on local ecosystems, drainage, and recreation.

Public and Institutional Land

Civic-Public land remains steady at 0.58%, supporting schools, government facilities, and other public institutions. This stable allocation ensures adequate capacity for future service needs within a slightly more diversified land use pattern.

COMPARING CURRENT AND FUTURE LAND USES

Overall, the Future Land Use pattern shows a small but meaningful shift away from a fully agriculture-dominant profile toward a more balanced landscape with expanded areas for housing, industry, and commerce. These updates help position the county to meet modern economic demands while preserving the rural character that defines Brown County.

TABLE 6 | CURRENT AND FUTURE LAND USE CATEGORIES

Category	Current Acres	Future Acres	Change in Acres	% Change
Agriculture	362,712	360,444	-2,268	-0.63%
Civic-Public	2,249	2,249	0	0.00%
Commercial	1,206	1,284	+78	+6.5%
DNR Scientific & Natural Areas	422	422	0	0%
DNR Wildlife Management Areas	3,423	3,423	0	0%
Industrial	3,083	5,340	+2,257	+73.2%
Residential Low Density	5,630	5,146	-484	-8.6%
Residential Medium Density	0	416	+416	N/A (new)
Waterbodies	6,016	6,016	0	0%
TOTAL	384,740	384,740	0	0%

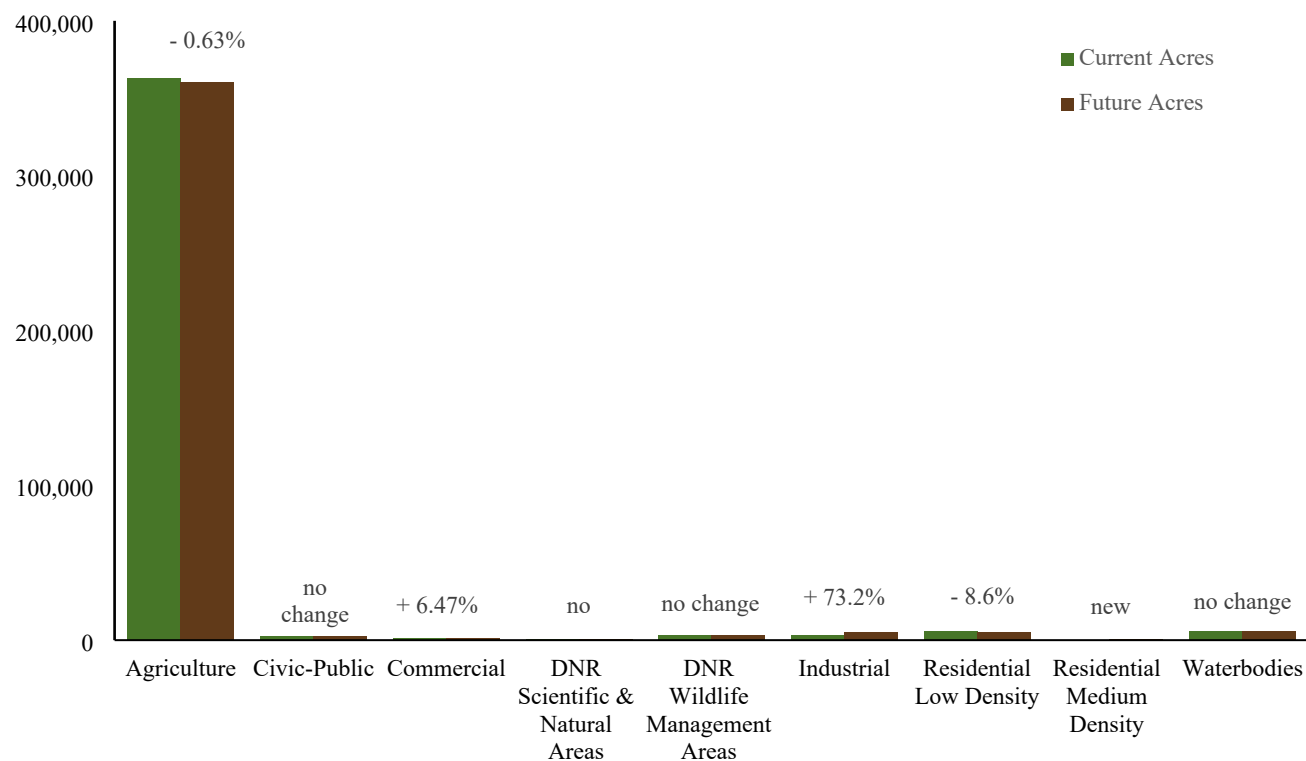
**Values shown are approximate acreage, ± 1 acre as mapping tolerance*

Industrial land shows the largest shift, increasing by 2,257 acres (+73.21%). This represents a significant expansion of land dedicated to employment uses, including manufacturing, logistics, and value-added agricultural industries. At the same time, Agriculture remains the dominant land use, but decreases slightly by 2,268 acres (-0.63%), reflecting a modest reallocation of agricultural land to support long-term economic development needs while still preserving the county's overall agricultural landscape.

Residential patterns shift in two ways. Residential Low Density decreases by 484 acres (-8.60%), indicating a strategic refinement of rural-lot development areas. Residential Medium Density is introduced for the first time, adding 416 acres. Because this category did not previously exist, this reflects a new housing form, not an expansion of an existing one.

These changes support the need for smaller, more affordable, and more service-efficient housing options, particularly those located closer to cities and municipal utilities. The strategy helps diversify the housing supply while ensuring that the vast majority of land remains available for agricultural use.

FIGURE 16 | ACREAGE OF CURRENT AND FUTURE LAND USE CATEGORIES



UNDERSTANDING THE ROLE OF FUTURE LAND USE DESIGNATIONS

Future Land Use (FLU) designations do not change current zoning or existing land use rights and entitlements and do not change property tax classifications—they simply guide long-term planning.

- Property owners retain all existing rights.
- FLU categories add future options, not restrictions.
- Add value and flexibility to properties.
- Any change still requires a rezoning application and formal review.

Example: Agricultural Land Shown as Residential in the FLU Map

If an Agriculture-zoned parcel is not actively farmed, showing it as Residential in the FLU map gives owners two paths:

1. No change: Continue with Agriculture zoning.
2. Apply to rezone to Residential in the future.

Why This Matters: Spot Zoning

- Minnesota law requires zoning regulations to be uniform within each zoning district under Minn. Stat. § 462.357. Courts have invalidated rezonings when they are inconsistent with existing regulations, arbitrary in nature, or not supported by the comprehensive plan—treating such actions as unlawful spot zoning. When a proposed land use change has no basis in the Future Land Use (FLU) map or the current zoning framework, it is considered spot zoning and therefore cannot be legally approved.
- By including a broader range of potential land uses within the FLU map—beyond the existing zoning classifications—communities provide property owners with clearer expectations, increased flexibility, and greater potential land value, all while maintaining legal defensibility.

KEY CONSIDERATIONS FOR GROWTH

AGRICULTURE DOMINATES TODAY

Agriculture is overwhelmingly the county's primary land use today and remains so in the Future Land Use map. Agricultural land decreases slightly from **362,712 acres** today to **360,444 acres** in the future plan—a change of **-2,268 acres (-0.63%)**.

What that indicates:

The reduction is very small relative to the overall land base. Agriculture remains essentially the same share of the county, and the plan maintains agriculture as the county's backbone. The shift simply reflects that some agricultural acres are anticipated to convert to residential, commercial, or industrial uses over time in a targeted manner.

FUTURE LAND USE DESIGNATES *POTENTIAL FOR DEVELOPMENT*

Comparing Future Land Use (FLU) vs Current, the FLU allocations are **larger** than the currently developed footprint:

- Future Residential (low + medium) totals 5,562 acres vs. 5,630 acres currently (-68 acres; ~0.99×).
- Future Industrial totals 5,340 acres vs. 3,083 acres currently (+2,257 acres; ~1.73×).
- Future Commercial totals 1,284 acres vs. 1,206 acres currently (+78 acres; ~1.06×).

What that indicates: the FLU map is providing capacity (a “planned envelope”) for growth. In other words, the plan is saying: *“If growth happens, here’s where it should go.” Most of the added capacity is in Industrial while Residential and Commercial change only modestly at the county scale.*

RESIDENTIAL IN THE FUTURE LAND USE IS ORIENTED TOWARD LOW DENSITY

Low-density residential remains much larger than medium-density residential (5,146 acres vs. 416 acres). Residential Low Density decreases (-484 acres; -8.60%), while Residential Medium Density is a new category added (+416 acres) to allow for more affordable homes with smaller lots and closer to infrastructure and services.

What that indicates: the land use vision is leaning toward:

- rural or large lot-style housing, and/or
- subdivision-style growth rather than compact neighborhoods.

Planning implication: This development pattern of low density with higher densities concentrated at cities, city fringes or around existing nodes, strengthens goals for efficient services, affordability, and dissuades sprawl, maintain a rural character.

INDUSTRIAL AND COMMERCIAL EXPANSION IS A “CHANGE SIGNAL”

Because FLU designates more industrial/ commercial acreage than currently exists, those categories are acting as a strong policy signal:

What that indicates: the plan supports demand in jobs and supports the tax base to continue to provide for maintenance and investment in county services and infrastructure.

- Industrial increases by +2,257 acres (+73.21%)
- Commercial increases by +78 acres (+6.47%)

Planning implication: Growth in these areas must be concurrent with:

- transportation access,
- utilities/wastewater feasibility,
- buffering from residential/ag uses,
- and market realism (timing/phasing).

CONSERVATION/AGENCY LANDS IS THE SAME BETWEEN CURRENT AND FLU

The DNR categories (scientific/natural areas and wildlife management areas) are unchanged between current and FLU. Scientific and Natural Areas remain 422 acres (0 change) and Wildlife Management Areas remain 3,423 acres (0 change).

What that indicates: the plan is treating those as *no-build* areas, expected to be built preserving valuable natural resources.

Planning implication: those can become anchors for:

- habitat connectivity,
- natural recreation

- and scenic/resource protection policies.

CIVIC/PUBLIC UNCHANGED

Civic/Public is unchanged in both future and current maps at 2,249 acres

What that indicates: the FLU isn't forecasting large new public land footprints (parks, facilities, institutions) relative to the overall land base.

KEY TAKEAWAY

Current land use is heavily agricultural. The FLU envisions additional land for future residential, commercial, and industrial growth—suggesting a planned shift of a small portion of farmland into development over time—while keeping conservation lands and water resources largely stable.

GROWTH SCENARIOS AND LAND DEMAND

Population forecasting is inherently uncertain—no one has a crystal ball. To help Brown County plan for the future, we’ve developed two hypothetical scenarios based on current trends and strategic opportunities. These scenarios illustrate potential and hypothetical outcomes with assumptions:

- **Scenario 1: Status Quo** — assumes historical decline continues, reflecting aging demographics and limited in-migration.
- **Scenario 2: Positive Growth** — assumes a modest commuter-capture strategy, converting a fraction of inbound workers into residents.

Both scenarios use transparent logic and documented inputs so they can be audited and adapted as conditions change.

SCENARIO 1 — STATUS QUO (HISTORICAL DECLINE, STARTING AT 2025)

This scenario assumes Brown County continues its long-term trend of gradual population decline. Aging demographics, limited housing turnover, and modest economic growth reinforce a flat-to-slight downward trajectory. The focus here is on maintaining quality of life for existing residents rather than reversing decline.

Scenario 1 Logic & Inputs

- **Starting population (2025):** 25,756 (Esri Business Analyst’s projection anchor).
- **Average household size:** 2.25 people per household (PPH)
- **Observed decline:** From 2000 (26,911) to 2025 (25,756), the last 25-year trend suggests a compound annual decline of about **–0.175% per year**:
- **Projected decline:** If the population continues to decline at the recently observed rate of -0.175%, Brown County will lose about 45 people per year.
 - This would mean a loss of about 669 people over the course of 15 years

TABLE 7 | SCENARIO 1: STATUS QUO DECLINE OF -0.175% ANNUALLY IN 5-YEAR INCREMENTS

Year	Population	Households
2025	25,756	11,447
2030	25,531	11,347
2035	25,308	11,248
2040	25,087	11,150

Planning read-out: Flat-to-slight decline; prioritize rehab/infill, age-friendly housing, accessibility upgrades, and aging-in-place services, consistent with an older age profile and modest household contraction.

Residential Land Capacity Summary

Under Scenario 1, the county is **forecast to have fewer households in 2040 than today**, thus the existing residential land supply is already sufficient at the countywide scale.

- **Current households:** 11,447
- **2040 households:** 11,150
- **Net change:** –297 households (a slight decline)

Using today’s development pattern, the county currently averages about **2.01 households per residential acre**. If that same pattern continues, the land needed to accommodate all 2040 households would be:

$$11,150 \div 2.01 \approx 5,541 \text{ acres}$$

The county today has 5,689 residential acres, which means: **5,689 supply – 5,541 demand ≈ 148 acres of surplus residential land capacity.**

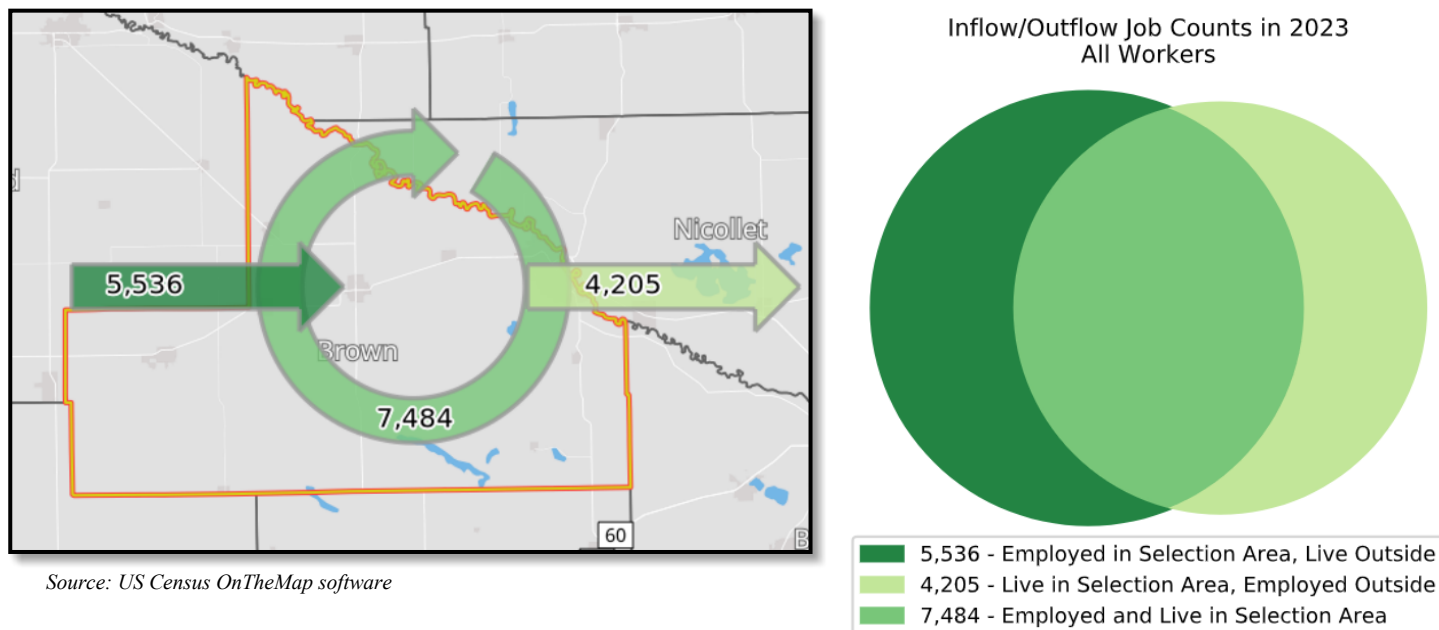
Under Scenario 1, the county has sufficient residential land to accommodate the 2040 household forecast.



SCENARIO 2 — POSITIVE GROWTH (1% COMMUTER CAPTURE, INBOUND POOL = 5,536)

This scenario envisions Brown County leveraging its existing strengths to achieve modest, sustainable growth while preserving its rural character. The county currently attracts 5,536 inbound commuters daily, indicating a strong employment base and economic vitality.

FIGURE 17 | DAILY MOVEMENT OF EMPLOYEES INTO AND OUT OF BROWN COUNTY



Daily Inbound Commuting Pattern For Brown County, MN

- **Inbound commuters:** There are 5,536 daily commuters who work in Brown County but live elsewhere. This group represents a potential pool of residents who could relocate to live within the County.
- **Top origin counties:** Scott, Nicollet, Blue Earth, Rice, and Sibley.
- The inbound commuter pool (workers who live elsewhere but are employed in the county) is a likely group for relocation.
- If a small share (1%) of these inbound commuters moves into the county each year (a “capture rate”), they can account for a meaningful portion of the target growth.
- Inbound commuters = 5,536. If each mover brings a person, the added residents per year $\approx$ inbound $\times$ capture rate $\times$ average household size.
- **Average household size locally:** about 2.25 persons per household (PPH).

Scenario 2 Logic & Inputs

- **Starting population (2025):** 25,756 (ESRI Business Analyst’s projection anchor)
- **Inbound commuter pool:** 5,536
- **Capture rate:** 1% per year
- **Annual additions:** ≈ 55 residents + assume 1 additional person in their household = **110 people per year**
- **Projected population in 2040 (linear):** **27,406**
(increase of 1,650 residents over 15 years)

Rather than pursuing aggressive expansion, this approach focuses on converting a small share of these commuters into residents—just **1% per year**, or about **55 new residents annually**, and assuming they bring with them one other person, this would potentially add **1,650 residents by 2040 or 110 people per year**. For purposes of matching acreage with population projections, this scenario assumed the 1% of commuters would live in the unincorporated areas of Brown County – but it is very possible these new residents would actually live in cities.

By capturing even a fraction of the commuter pool, Brown County can stabilize its tax base, maintain school enrollment, and support essential services **without aggressive growth** or compromising its agricultural heritage or small-town identity. Growth under this scenario is **linear and modest—adding about 1,650 residents by 2040—providing a credible alternative to long-term decline while aligning with community values.**

TABLE 8 | SIDE-BY-SIDE SUMMARY OF POPULATION IN 2 SCENARIOS IN 5-YEAR INCREMENTS

Year	Scenario 1 (Decline)	Scenario 2 (1% Commuter Capture)
2025	25,756	25,756
2030	25,531	26,306
2035	25,308	26,856
2040	25,087	27,406

Policy read-out: A modest, credible in-migration strategy—employer-assisted housing, childcare, amenity marketing, broadband, and short commutes (mean ≈ 15.3 minutes)—can convert a small portion of the commuter pool into county residents.

Residential Land Capacity Summary

Under Scenario 2, the county is forecast to have more households in 2040 than today.

New households by 2040: 1,650 people ÷ 2.25 PPH = 733.33 ≈ **733 households**

So the land supply must support ~**733 new dwellings**. If all of these households lived outside of city limits, the housing need could be met through a combination of low-density and medium-density residential land as designated by the FLU:

- **Residential Low Density:** 5,306 acres with a density assumption of 1 dwelling / 5 acres
 - Capacity: 5,306 ÷ 5 = can supply **1,061 dwellings**
- **Residential Medium Density:** 416 acres with a density assumption of 1 dwelling / 1 acre
 - Capacity: 416 ÷ 1 = can supply **416 dwellings**

Total potential residential capacity supplied by Low and Medium Residential: 1,061 + 416 = **1,477 dwellings total**

Comparing residential capacity to residential demand: **1,477 supplied dwellings – 733 potential scenario 2 demanded dwellings = +744 surplus dwellings**

The FLU provides sufficient residential land for the potential residential growth of Scenario 2 and leaves room for different potential scenarios and assumptions.

COMPARISON OF SCENARIOS

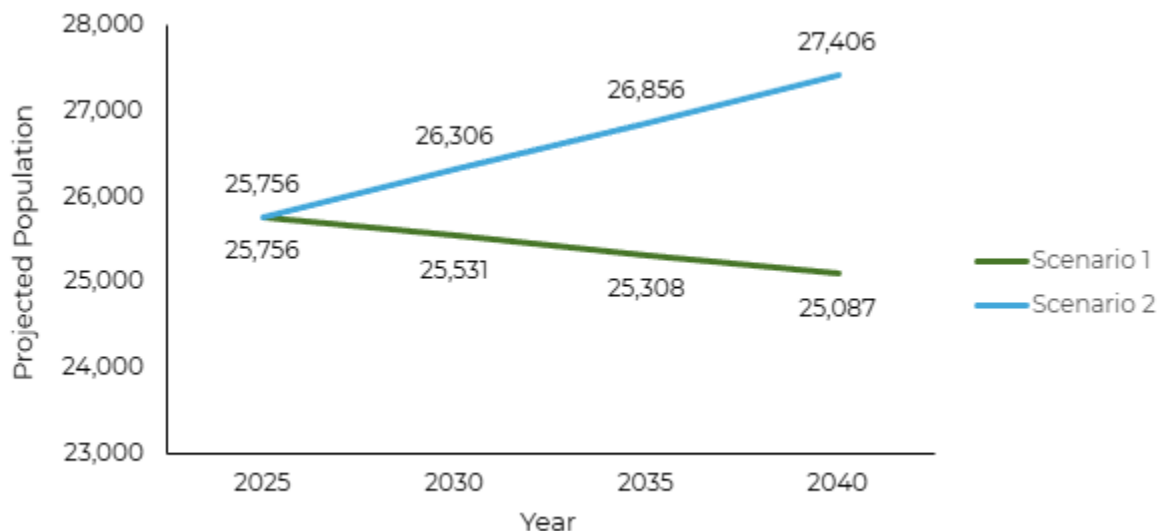
By 2040, Scenario 1 (Decline) projects a population of 25,087 in 2040, while Scenario 2 (Proactive Growth – 1% Commuter Capture) projects a population of 27,406. This represents a difference of 2,319 residents between the two scenarios.

Under Scenario 2 (Proactive Growth), the additional **1,650 people projected by 2040 or 110 people per year** would mean **about 733 new households total or 49 new households per year**, based on an average of 2.25 people per household. These households could be in cities or rural parts of Brown County, depending on where housing is available and what local zoning rules allow.

No one can fully predict future market conditions, political shifts, weather events, or budget changes. These factors are inherently uncertain. What we can do is develop reasonable scenarios based on current trends and reasonable assumptions. Scenarios help anticipate potential needs and make informed decisions, even in the face of uncertainty. **No one can fully predict future market conditions, political shifts, weather events, or budget changes thus these scenarios are hypothetical.**

What we *can* do is develop reasonable scenarios based on current trends and assumptions. Scenario planning helps us anticipate potential needs and make informed decisions, even in the face of uncertainty.

FIGURE 18 | PROJECTION OF BROWN COUNTY POPULATION BY SCENARIO



Source: American Community Survey, Minnesota State Demography Center

Scenario 1: If things remain as they are in the future towards 2040 (a decline of **-0.175% per year**).

Scenario 2: If 1% of the commuters driving into Brown County for work were to become residents of the county:

- 1% capture rate $\approx 5,536 \times 0.01 = 55$ people + 1 assumed companion = **110 people/year** → **about 49 new households/year (based on 2.25 persons per household)**.

Community Input

Community members supported higher density residential near cities with services

- Concentrate residential growth around Hanska, Evan, Cobden, and Comfrey as bedroom communities supporting the Hwy 14 cities.
- Additional residential can occur surrounding New Ulm where services are available or planned.
- Essig has sewer capacity and four municipal wells—additional residential growth could be supported here.
- Invest in places with existing infrastructure and declining housing stock to strengthen city-adjacent neighborhoods.
- Housing demand is stronger in Springfield and Sleepy Eye—target infill and near-edge expansion accordingly.

HOW THE FUTURE LAND USE MAP SUPPORTS FUTURE SCENARIOS

The Future Land Use (FLU) Map is intentionally aspirational, designed to accommodate a wide range of potential growth trajectories. The plan evaluates two scenarios: a baseline scenario, which illustrates outcomes if current trends continue, and an alternative scenario that provides a contrasting set of assumptions for comparison. Because actual future growth cannot be predicted with certainty, both scenarios are hypothetical and conceptual, serving as tools to explore how different projections might influence future land use needs and development patterns.

Each scenario highlights different possibilities for how the community might grow, helping understand the potential land use demands associated with varying levels and forms of development. The FLU Map functions as a visual reference to assess these scenarios and is shown at 100% build-out, rather than in phased increments. Importantly, the FLU Map does not attempt to forecast annexation by nearby cities, as each municipality maintains its own adopted future land use plan. Instead, the map provides a flexible, policy-driven framework capable of accommodating a range of growth outcomes—from conservative to accelerated—through 2040.

The Future Land Use Map was developed through a series of workshops and public engagement efforts, ensuring that conservation is balanced with growth areas that are suitable for development that reflect local priorities. It focuses on development near city centers and within extra-territorial jurisdictions where infrastructure and services are already available, promoting efficient land use and minimizing sprawl.

Community Input

Community members recommended placing industrial/commercial/ employment centers along Hwy 14:

- Focus commercial and industrial growth along Highway 14 between New Ulm, Sleepy Eye, and Springfield; prioritize sites between the railroad and highway.
- Grow industrial corridor northeast of Springfield (near Burnstown Township) by filling gaps between existing industrial parcels.
- Concentrate commercial/industrial development in cities along the corridor.
- Strengthen the New Ulm–Springfield corridor, with Essig identified as having sewer capacity; a secondary corridor toward Comfrey also has water and sewer capacity.

Community Input

Community members wanted future trail/recreation loops to avoid floodplains and wetlands

- Create a regional bike/ped loop connecting New Ulm, Hanska, and Sleepy Eye.
- Explore ATV/snowmobile trails along the Hwy 14 right-of-way to link communities and recreation assets.
- Avoid building in floodplain areas (e.g., Cottonwood River basin) and protect lakes, rivers, bluffs, woodlands.
-

RESIDENTIAL DENSITY STANDARDS

In Brown County, land use is organized into broad designations that set general density ranges to reflect the intended character of each area. Specific development standards—such as lot size and setbacks are established in the zoning code. This approach supports Brown County’s goals to manage growth, preserve rural character, and plan infrastructure efficiently. It encourages compact development near city fringes and within extra-territorial areas to reduce infrastructure costs and prevent sprawl.

AGRICULTURAL AREAS

Ag — Low Density

- **Maximum Density: 4 dwellings per 40 acres**
- Allows one Accessory dwelling unit per parcel if a primary home exists and meet all zoning standards such as SSTS primary and reserve area.

RESIDENTIAL AREAS

Residential — Low Density

- **Maximum Density: 2 dwellings per 10 acres**
****Exception:** If connected to municipal water and sewer or if connection is already planned for by the municipality within 2 years, density can be increased to a maximum of 1 du per 6,000 sf.
- **Utility Context: On-site** (private well & septic)
- Allows one Accessory dwelling unit per parcel if a primary home exists and meet all zoning standards such as SSTS primary and reserve area.

Residential — Medium Density

- **Maximum Density: 1 dwelling per 1 acres**
****Exception:** If connected to municipal water and sewer or if connection is already planned for by the municipality within 2 years, density can be increased to a maximum of 1 du per 6,000 sf.
- **Utility Context: On-site** (private well & septic, unless exception)
- **Notes:** Allows one Accessory dwelling unit per parcel if a primary home exists and meet all zoning standards such as SSTS primary and reserve area.

TABLE 9 | MAXIMUM RESIDENTIAL DENSITIES

Maximum Residential Density (*)		
Category	Density du/ac	Typical Utility Context
Ag — Low Density	4 du/ 40 ac	Agricultural context
Residential — Low	2 du/ 10 ac**	Private well & septic (on-site utilities)
Residential — Medium	1 du/1 ac**	Private well & septic (on-site utilities)

Notes:

* DNR shoreland (overlay) standards/requirements apply and may reduce buildable lot area.

**Exception: If connected to municipal water and sewer or if connection is already planned for by the municipality within 2 years, density can be increased to a maximum of 1 du per 6,000 sf.

These residential density ranges form the foundation for the County’s future land use map and guide decisions about infrastructure, service delivery, and growth management. Zoning ordinances remain the regulatory mechanism for implementing these land use goals.

LAND USE GOALS

Goal 1: Direct growth to serviced areas and city edges

Strategy 1A: Prioritize higher-density residential growth near cities with existing or planned municipal services.

Strategy 1B: Prioritize industrial, commercial, and employment centers along Highway 14 from New Ulm to Springfield.

Strategy 1C: Prioritize trail and recreational opportunities by connecting existing trails into a greater loop, avoiding floodplain/wetland areas.

Goal 2: Support rural-compatible residential development

Strategy 2A: Direct rural residential development to areas with existing or planned infrastructure and service capacities.

Strategy 2B: Promote a mix of housing types in areas unsuited for Agriculture and avoid floodplain, shoreland or sensitive natural areas.

Goal 3: Align land use with infrastructure and annexation goals

Strategy 3A: Create countywide density districts aligned with service availability.

Strategy 3B: Craft a program and standards for annexation.

Strategy 3C: Update zoning and use definitions to include emerging uses like agritourism and shared experience events.

TABLE 10 | LAND USE GOAL PHASING AND TIMELINES

Goal	Strategy	Time Horizon
Goal 1: Direct growth to serviced areas and city edges	1A: Prioritize higher-density residential growth near cities with existing or planned municipal services	Short Term (0–5 yrs)
	1B: Prioritize industrial, commercial, and employment centers along Highway 14 from New Ulm to Springfield	Short Term (0–5 yrs)
	1C: Prioritize trail and recreational opportunities by connecting existing trails into a greater loop, avoiding floodplain/wetland areas	Mid Term (5–10 yrs)
Goal 2: Support rural-compatible residential development	2A: Create “Rural Neighborhood” overlays along County Road 29 and near Searles for 2-acre lots	Short Term (0–5 yrs)
	2B: Direct rural residential development to areas with existing or planned infrastructure and service capacities	Mid Term (5–10 yrs)
	2C: Promote a mix of housing types in areas unsuited for Agriculture and avoid floodplain, shoreland or sensitive natural areas	Mid Term (5–10 yrs)
Goal 3: Align land use with infrastructure and annexation goals	3A: Create countywide density districts aligned with service availability	Long Term (10–15 yrs)
	3B: Craft a program and standards for annexation	Long Term (10–15 yrs)
	3C: Update zoning and use definitions to include emerging uses like agritourism and shared experience events	Long Term (10–15 yrs)



5 | ECONOMIC DEVELOPMENT

Economic development goes beyond job creation—it is about building a resilient economy and improving quality of life. In 2024, Brown County hired its first dedicated economic development staff, joining other Minnesota counties focused on making communities places to live, work, and thrive.

A strong workforce underpins this effort. When local businesses can find talent and residents have access to good jobs, Brown County stays competitive and attracts investment. This section reviews workforce trends, commuting patterns, and industry mix, and outlines strategies to align future growth with community priorities.

Economic development encompasses a wide range of strategies tailored to local needs. These may include:

- Business retention, expansion, and recruitment
- Strategic planning and real estate development
- Entrepreneurship training and workforce development
- Housing and childcare development
- Broadband infrastructure improvements

Brown County’s economic growth is supported by diverse industries, creating opportunities for local businesses and residents. This chapter analyzes key factors influencing economic development needs in Brown County.

Community Input

“Brown County offers a simpler, safer, family-friendly lifestyle.”

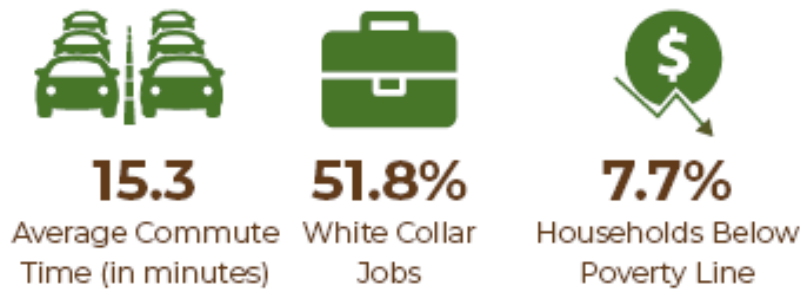
“Access to healthcare, locally produced food, grocery stores, and quality schools are core strengths.”

“Prosperity for people and businesses, with city–county collaboration, is essential.”

“Balance growth with agriculture—blend city and county visions.”

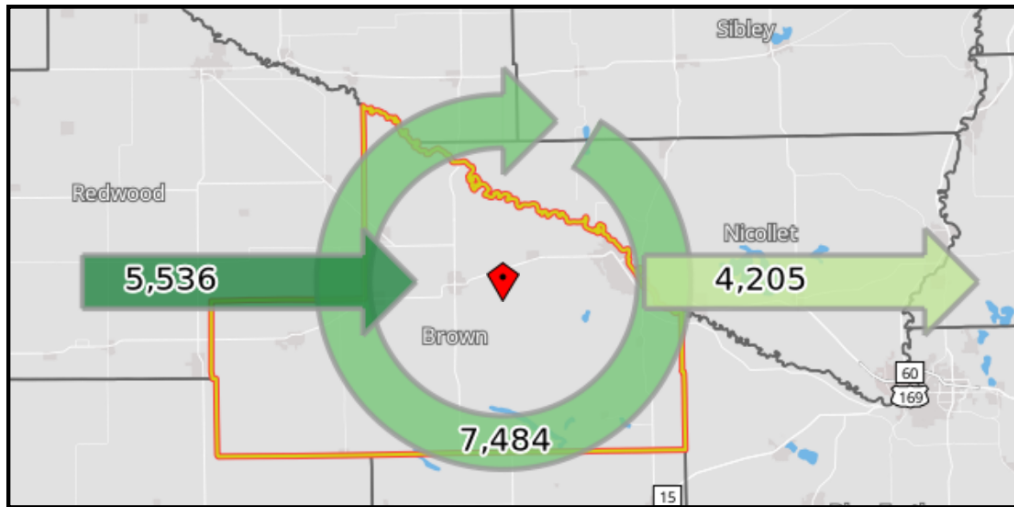
FIGURE 19 | KEY ECONOMIC DEVELOPMENT STATISTICS

EMPLOYMENT & INCOME KEY FACTS:



Source: US Census Bureau 2023 American Community Survey, ESRI Business Analyst

FIGURE 20 | DAILY MOVEMENT OF EMPLOYEES INTO AND OUT OF BROWN COUNTY



Source: US Census 2023 American Community Survey

LABOR MOVEMENT AND COMMUTING PATTERNS

Brown County experiences both significant labor inflow and outflow, highlighting two key opportunities: attracting inbound workers to live locally through housing options and retaining outbound commuters by creating more jobs within the county.

Brown County’s labor market is interconnected with surrounding regions, as shown by commuter flow data. Commuting Patterns indicates **Brown County is a net importer of labor**, attracting more workers than it loses. Strategies to retain local workers and capture inbound commuters for housing and services can strengthen the county’s economy.

The **average commute time is 15 minutes**, reflecting Brown County residents’ tendency to both live and work within the county. Most workers (**81.8%**) drive alone, while only **7.7%** work from home (Esri 2024, 2029).

Investment in economic development activities such as employer-assisted housing, childcare, amenity marketing, and broadband access could help achieve the modest population gain through commuter capture described in scenario 2 of the Land Use chapter.

Community Input

“The new 4-lane on Hwy 14 helps logistics—but also makes it easier to go to Mankato; local retail and employers feel that pull.”

INDUSTRY COMPOSITION

Brown County's economy is anchored by several key sectors, according to *Esri Civilian Labor Force Profile, 2025* and mncompass.org:

- **Manufacturing: 17.7%** of employment (Location Quotient: **1.85**, nearly double the national average).
- **Healthcare & Social Assistance: 14.5%** (LQ: **1.00**, matches national average).
- **Agriculture/Forestry/Fishing: 6.7%** (LQ: **6.16**, highly specialized).
- **Construction: 6.2%** (LQ: **0.88**).
- **Retail Trade: 9.9%** (LQ: **0.96**).

These sectors represent Brown County's competitive strengths, particularly manufacturing and agriculture, which are far more concentrated locally than nationally.

Community Input

"Focus commercial/industrial growth along Hwy 14 between New Ulm–Sleepy Eye–Springfield; target sites between the railroad and highway."

"Pursue light industrial infill northeast of Springfield (near Burnstown)."

"Secondary growth corridor toward Comfrey; Essig has sewer/wells for added residential."

"Add airport zoning overlays (New Ulm, Sleepy Eye, Springfield); note constraints near New Ulm airport."

"Design site access/acceleration lanes so trucks don't enter highways cold; fix key intersections along 14."

WORKFORCE TRENDS

- Civilian Labor Force (2025): 13,532 workers.
- Unemployment Rate: 1.8%, well below state averages.
- Labor Force Participation: 65.3% overall; highest among Brown County residents ages 25–54 at 90.5%.
- Economic Dependency Ratio: 89.6, reflecting aging population pressures.
(Source: Esri Civilian Labor Force Profile, mncompass.org)

Community Input

"We need more attainable owner-occupied homes and rentals; townhomes/6-plexes and adaptive re-use (e.g., schools → condos) can help."

"Smaller residential parcels (3–5 acres) are desirable where compatible with ag and infrastructure."

"Childcare shortages are hurting employers—treat childcare like essential economic infrastructure."

"If broadband is strong, AI will reshape local industries; recruit tech services tied to agriculture (precision ag/AI)."

"Be cautious with data centers—they can drive up electricity prices."

EMPLOYMENT OUTLOOK TO 2032 (REGIONAL DEED PROJECTIONS)

While not Brown County-specific DEED's **Southwest Minnesota region** (which includes Brown County) provides insight:

- **Overall Job Growth: +2.8%** from 2022 to 2032 (slowest among MN regions).
- **High-Growth Sectors Statewide (likely relevant locally):**
 - Healthcare & Social Assistance: +8.6%.
 - Construction: +6.8%.
 - Transportation & Warehousing: +7.9%.
- **Manufacturing:** Flat to slight growth; automation limits headcount increases.
- **Retail Trade:** Declining statewide and regionally. (Source: [Minnesota DEED Long-Term Employment Projections](#))

IMPLICATIONS FOR BROWN COUNTY

- **Healthcare demand** will rise sharply due to aging demographics, requiring workforce pipelines for nurses, aides, and technicians.
- **Construction trades** will remain essential for housing and infrastructure needs.
- **Manufacturing stability** depends on skilled labor and automation readiness.
- **Agriculture specialization** will persist, but employment growth will be limited by mechanization.
- **Retail contraction** suggests a need to repurpose commercial spaces for childcare, food services, and other community needs.

STRATEGIC RECOMMENDATIONS

- **Expand healthcare training programs** (CNA, LPN, RN) to meet projected demand.
- **Support construction workforce development** through apprenticeships and housing incentives.
- **Invest in advanced manufacturing skills** and automation readiness.
- **Enhance childcare and broadband access** to attract younger workers.
- **Leverage commuter inflow** by promoting housing and amenities for non-resident workers.

Brown County's workforce is a cornerstone of its economic vitality. While the county benefits from strong industry specialization and a net inflow of workers, challenges such as an aging population, modest job growth, and wage competitiveness must be addressed. By focusing on healthcare, construction, and manufacturing workforce development—and by leveraging commuter inflow and local amenities—Brown County can position itself for sustainable economic growth through 2032 and beyond.

Community Input

"We're short on skilled labor—CDL drivers, construction operators, and health care staff—and under-30 retention is a challenge."

"Region 9 indicates a transition from manufacturing to health/medical—plan for reskilling, but keep advanced manufacturing strong."

"When a large business leaves, we need nimble response to backfill quickly."

"Childcare is a workforce bottleneck."

"Allow ag-complementary uses—agritourism, seed stores, onsite crop sales, value-added agriculture—while protecting prime soils."

"We need more recreation: consider an ATV/snowmobile trail along Hwy 14 (NU–SE–SP), a Lake Hanska loop, and paddling on the Cottonwood River."

"Inventory gravel pits county-wide and include the landfill—these are strategic assets."

ECONOMIC DEVELOPMENT GOALS

Goal 1: Concentrate commercial and industrial growth along Hwy 14

Strategy 1A: Zone priority nodes with multimodal freight and aviation readiness. Designate corridor nodes near New Ulm, Sleepy Eye, and Springfield that leverage rail adjacency and adopt airport zoning overlays to protect airspace and enable compatible uses. Incorporate access plans at CR 8, CR 22, and CR 27 to safely serve new sites.

Strategy 1B: Align corridor incentives with state/federal designations and rural value chains. Target sites for Opportunity Zone—eligible investments (contingent on future state/federal designation) and support value-added agriculture and onsite crop sales where compatible—linking processing, distribution, and ag-tech to the Hwy 14 freight corridor.

Strategy 1C: Integrate mixed-use at commercial and industrial nodes to strengthen job centers.

Goal 2: Diversify the economy through technology and tourism

Strategy 2A: Promote broadband-enabled entrepreneurship and agricultural technology (AI for Ag) in rural areas.

Strategy 2B: Support emerging market uses such as agritourism, short-term rentals, camping, and bed-and-breakfasts near Lake Hanska and the Cottonwood River.

Goal 3: Link economic development to housing and childcare

Strategy 3A: Encourage housing production near cities to meet workforce needs.

Strategy 3B: Expand childcare services in employment centers like New Ulm and along the Highway 14 corridor commercial nodes.



6 | HOUSING

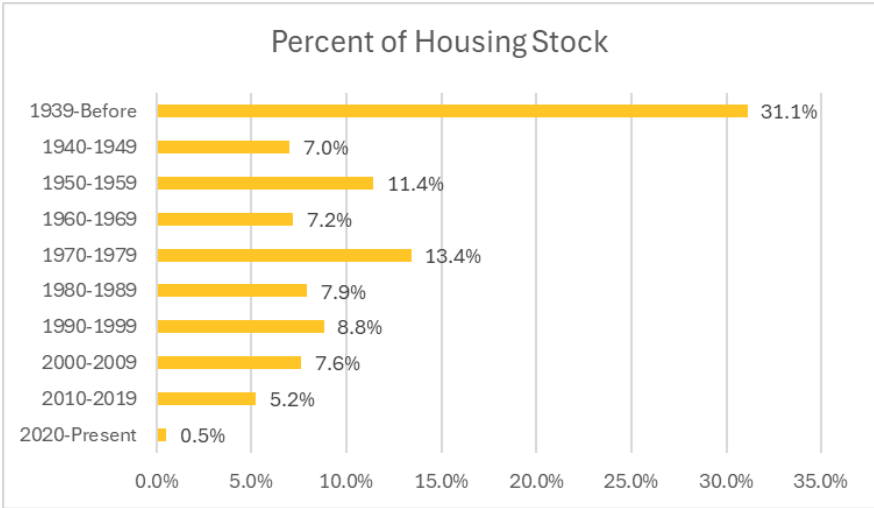
EXISTING CONDITIONS

Housing is a fundamental need on a physical and psychological level. Communities exist because people choose to locate their homes in proximity to one another, and from these acts of settlement, all other aspects follow suit. Brown County and the cities within its borders have experienced this pattern of settlement and growth for nearly two centuries. The County has an abundance of housing units, but do these units meet the needs of the residents? More importantly, will the existing housing stock need to expand to meet future needs, or will the cost of this necessity stay attainable for the residents of the County? These questions are at the core of the minds of the public, developers, and decision-makers as they decide whether to live in, build, or support housing in Brown County.

AGE OF THE HOUSING STOCK

Housing is a resource that can last centuries if it is properly maintained; however, not all homes receive uniform attention. The likelihood that older homes will develop issues due to age is natural and tends to reduce their appeal to buyers. Brown County has an older housing stock, with 31.1% of homes built more than 85 years ago and over half built before 1960. The rate of new housing construction over the last 25 years has been relatively low, with only 13.3% of housing built between 2000 and the present. The desirability of new homes makes them easy to fill with residents; however, the limited supply of these homes makes them more expensive, and they do not stay on the market for long. In situations like these, where the housing stock is older and more prevalent in the market, there is a greater need to revitalize and ensure these older homes are in the best condition to maintain a functional local housing market in the long term.

FIGURE 21 | AGE OF BROWN COUNTY HOUSING STOCK

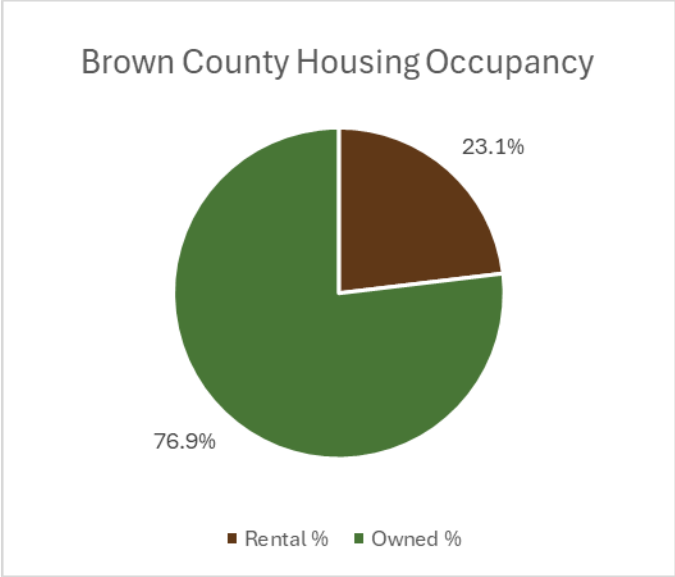


Source: US Census, Esri Business Analyst

OCCUPANCY

Owner occupancy is the predominant means of procuring a home in Brown County, with 76.9% of residents living in homes they have purchased and own. For the 23.1% of the population that rent a home in the county, the availability of rental housing and its variable long-term costs can create instability. The patterns in duration of occupancy between renters and homeowners are similar in proportion to one another.

FIGURE 22 | BROWN COUNTY HOUSING OCCUPANCY

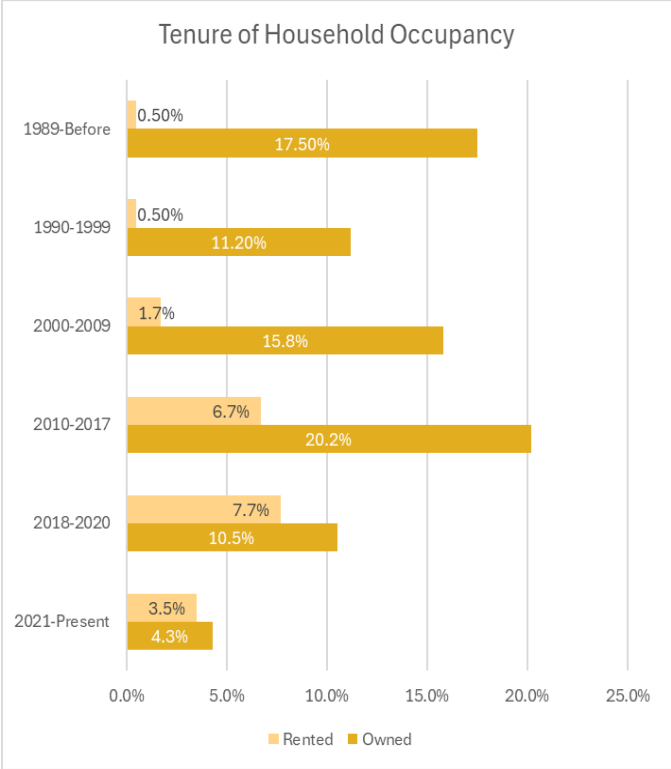


Source: US Census, Esri Business Analyst

TENURE

In Brown County, 44.5% of owner-occupied households have been owned and occupied for 15 years or more. Financially, this is significant as these households, assuming the majority were financed on 30-year mortgages, are over halfway to being paid off by their owners, with slightly more than 1 out of 4 households having less than five years left of payments. Nationally, the average duration of home ownership in the US is 12 years. In the county, 45.1% of households (70% of all renters) have established rental tenancies of 5-15 years. The national average is 3 years, demonstrating the stability of the rental market where tenants are occupying units significantly longer than expected. Indicating a market that does not allow for movement out of rentals into other rentals.

FIGURE 23 | BROWN COUNTY HOUSING TENURE



Source: US Census, Esri Business Analyst

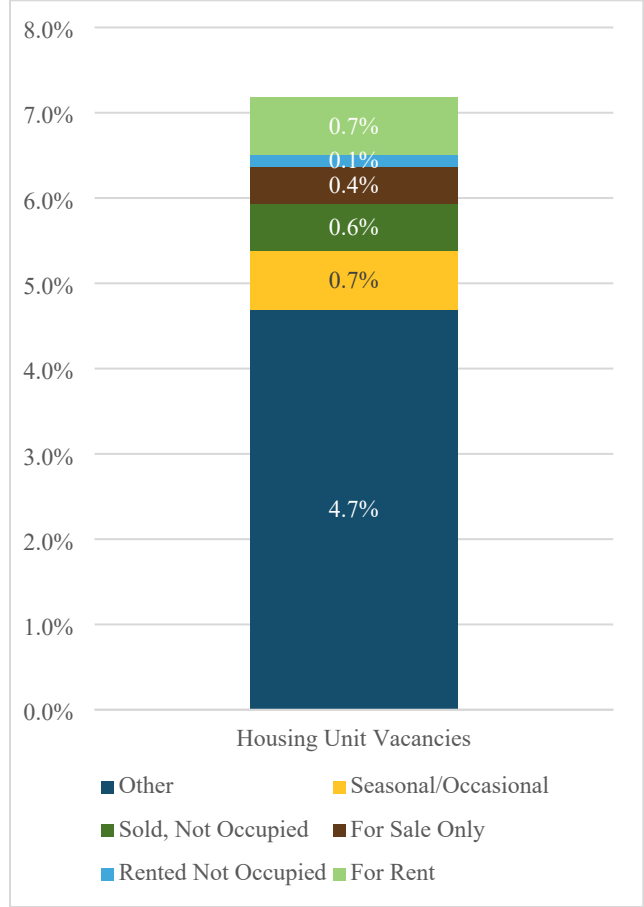
VACANCY

In most housing markets, a vacancy rate between approximately 5% and 8% is considered healthy, as it provides enough available housing to accommodate new residents without causing significant price volatility. When vacancy rates fall below 5%, housing supply becomes constrained, and increased competition drives up home prices and rents. Conversely, when vacancy rates exceed 8%, an oversupply of units leads to increased competition among sellers and landlords, often resulting in lower prices and, in some cases, deferred maintenance as properties become less financially viable to maintain.

At first glance, Brown County appears to have a healthy housing supply, with an overall vacancy rate of 7.2%. However, this figure is misleading. A functional vacancy rate—defined as units that are actually available for sale or rent—is much lower, at approximately 1%. The remaining vacant units, which account for about 6.2% of the housing stock, fall into categories such as seasonal use, properties not currently on the market, or units otherwise unavailable to prospective residents.

As a result, although the total vacancy rate suggests adequate supply, the effective availability of housing is limited. This creates a constrained housing market, where demand for available units exceeds supply, contributing to increased housing costs and reduced mobility for residents.

FIGURE 24 | BROWN COUNTY HOUSING VACANCY RATE ANALYSIS



Source: US Census, Esri Business Analyst

PROJECTED CONDITIONS

Through its goals and policies, this plan is expected to guide the next 15 years of policy and decision-making in Brown County. While unpredictable events, such as pandemics or major employers relocating, can impact housing trends, projections based on current conditions and past patterns offer valuable insights. Two population growth scenarios are modeled: a -0.175% annual increase at the county’s recent rate. The second scenario is a linear growth model with 110 residents added each year, based on capturing 1% of the workers flowing into the county for work annually. Outcomes are expected to fall between these two rates, as detailed in the Community Profile and Land Use Chapters.

The 1% commuter capture scenario would create a need for more homes, while also increasing the community’s economic activity and demand for local employment opportunities. The current trend of -0.175% population decline would not require more housing. We calculate the needed housing units by dividing the population by the average household size of 2.25. Housing supply, growing at a rate of 0.27% annually, is assumed to remain steady, thereby shaping the estimated number of units by 2040. To assess affordability, projections use Annual Median Income (AMI), with housing costs compared to the standard 30% income contribution for households earning 50%, 80%, 100%, and 120% of AMI.

FIGURE 25 | BROWN COUNTY PROJECTED HOUSEHOLDS NEEDED VS HOUSING STOCK GROWTH



Source: US Census, Esri Business Analyst

HOUSING CONSTRUCTION PROJECTIONS

Brown County has 11,825 housing units and needs 11,945 homes to provide a 5% vacancy rate and adequately house current households. This results in a housing deficit of approximately 120 units, rather than a surplus. This gap reflects the limited supply of housing that is truly available to meet current demand, as discussed in the vacancy section.

While the housing stock is projected to grow at a rate of 0.27% annually, the county is expected to have approximately 12,313 housing units by 2040. At an average household size of 2.25 persons, this housing supply would support a population of approximately 27,700 residents.

Because the projected population change of -0.175% annually is slower than the growth of the housing stock, the county is expected to transition from a slight deficit today to a surplus of housing units over time. Under the status quo scenario, excess housing units are projected to increase to approximately 1,212 units by 2040.

This projected surplus reflects the interaction between declining population and continued housing growth. The yellow line represents housing supply, which increases steadily at 0.27% annually. The blue line represents Scenario 1 (status quo), in which population decline results in a growing surplus of housing over time.

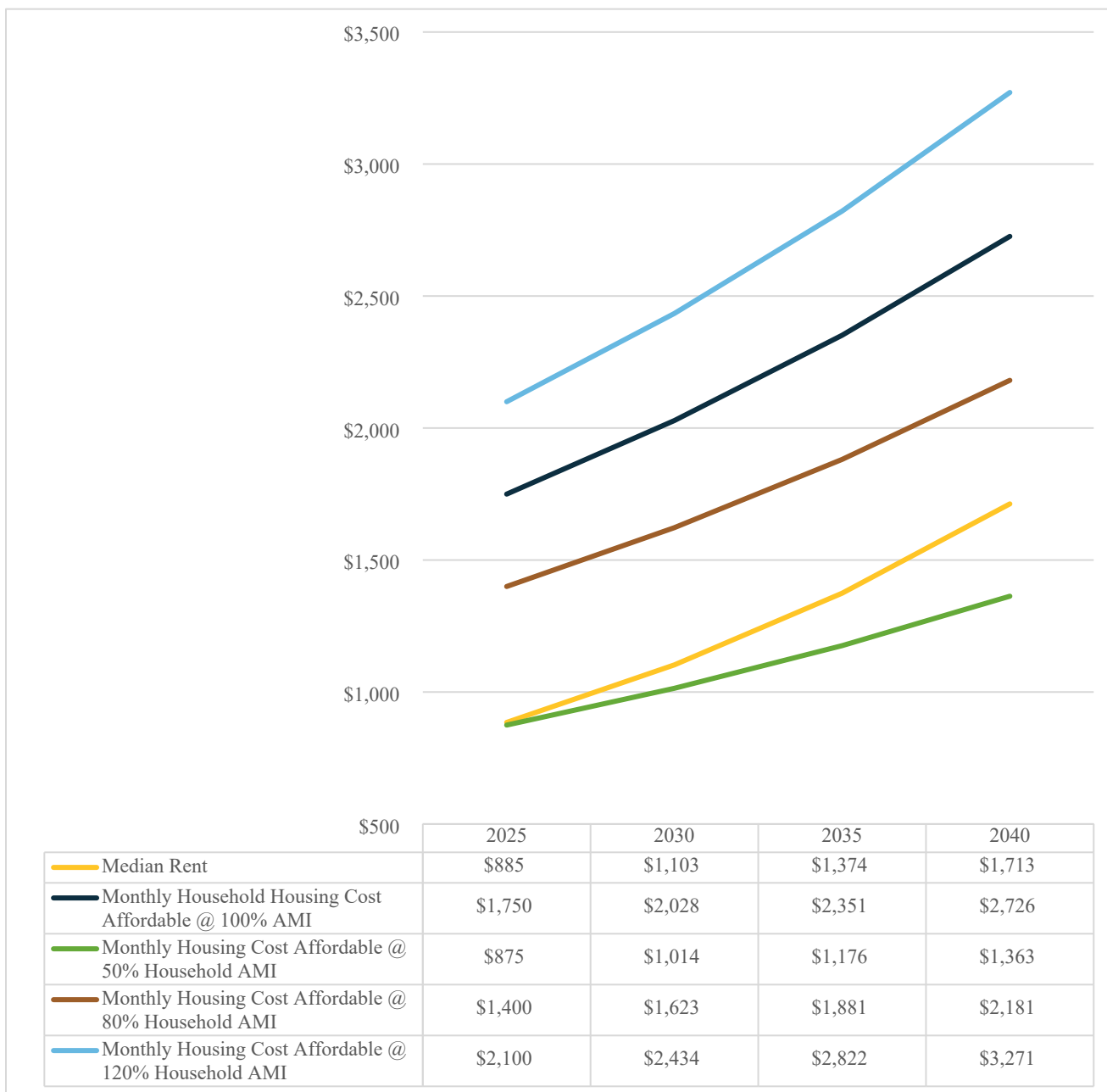
The green line represents Scenario 2, which assumes the county captures 1% of inbound commuters annually, resulting in growth of approximately 110 people per year. Even under this growth scenario, housing supply continues to outpace demand, maintaining a modest surplus of approximately 183 units by 2040.

HOUSING COSTS

Rental Housing

Brown County has a median rent of \$885, which is lower than the national average and is attainable for households that make slightly more than 50% of the annual household median income. As rental costs generally increase annually at a higher rate than inflation and salary increase, by 2030, the median rental cost is expected to exceed what is considered reasonable when making 50% of the annual median income. While not likely, by the year 2040, the median rental cost is expected to exceed the amount that is affordable at 80% of the county's household median income for housing.

FIGURE 26 | PROJECTED MEDIAN MONTHLY RENT AND AFFORDABLE HOUSING COSTS

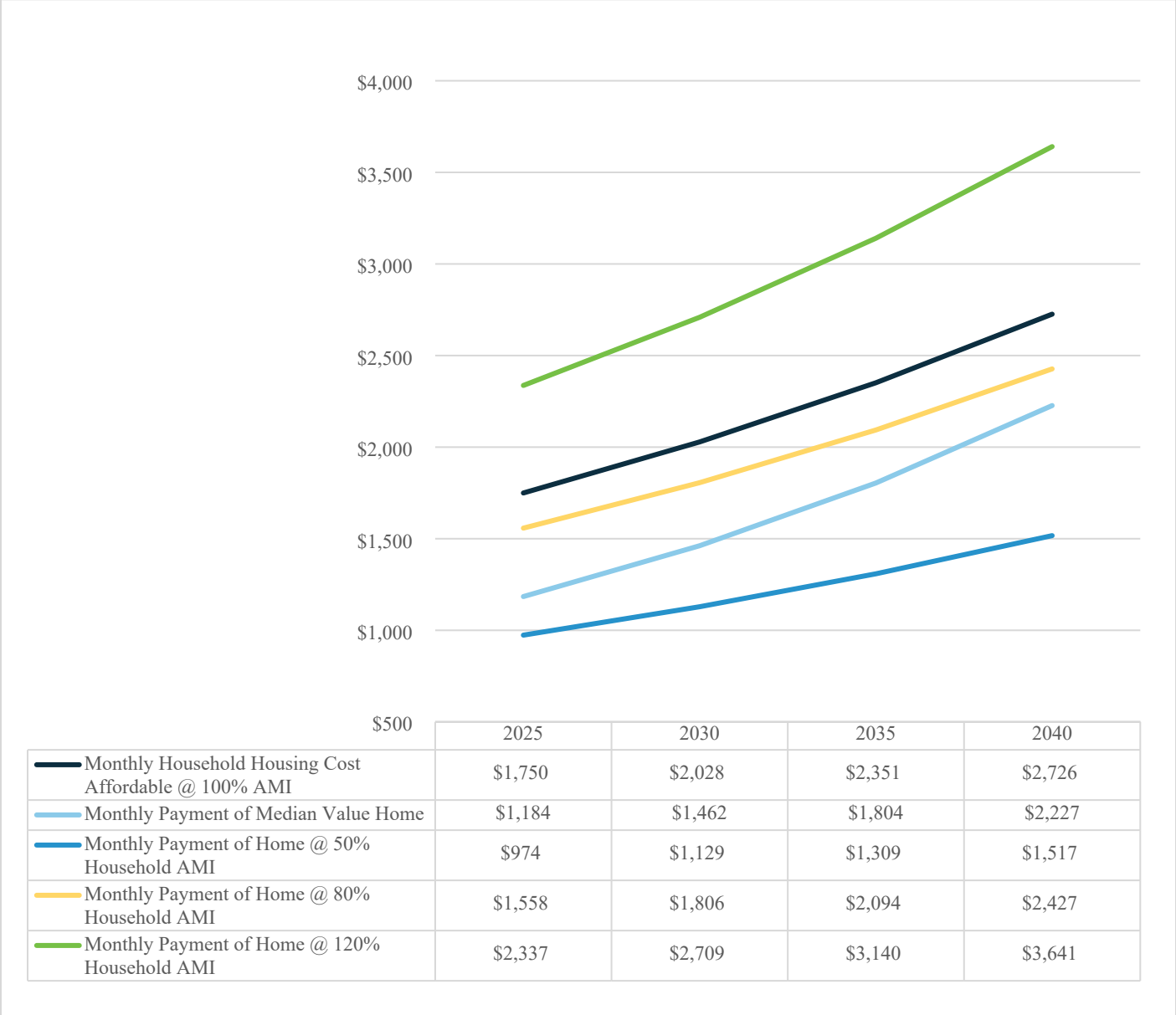


Source: US Census, Esri Business Analyst

Owner-Occupied Housing

The median value home in Brown County costs \$206,021, which, when financed at 7% interest with the national average downpayment of 13.6% of the sale price, produces a monthly payment of \$1,184. The housing budget for a household earning 50% of the annual median income is \$190 short of being able to afford to purchase the median value home. These housing costs are low enough to allow for greater access to home ownership than in many parts of the state. Over the next 15 years, as housing costs rise faster than income or regular inflation, the cost of a median-value home will approach the housing budget for a household with the 80% county's median annual income. The graph below illustrates the changes in the price points of homes attainable at each percentage of the annual median income, as well as the cost of the median home value.

FIGURE 27 | PROJECTED MEDIAN MONTHLY MORTGAGE AND AFFORDABLE HOME PAYMENTS



Source: US Census, Esri Business Analyst

FIGURE 28 | PROJECTED MEDIAN MONTHLY MORTGAGE AND AFFORDABLE HOME VALUE



Source: US Census, Esri Business Analyst

ECONOMIC CHANGES

The economic conditions of the housing market or the broader economy are difficult to predict without making numerous assumptions. In these cases, we maintain a constant inflation rates over the 15-year period for the following variables:

- Housing cost increases
- Rent cost increases
- Income growth

By holding these variables, we can approximate the direction of housing costs compared to household income based on current observations. In housing stock scenarios, we hold the rate of new construction constant over the 15-year period and present multiple possible household and population growth scenarios. These conditions enable us to illustrate the comparison between current trends in housing supply and projected demand.

These conditions represent the current market conditions and yield general Brown County market conditions. If nothing changes, the population will continue to shrink, and the housing stock will grow, creating a greater surplus of excess housing, stabilizing costs. However, this does not take into consideration a reduction in new construction caused by lower demand and the excess supply. If the population in Brown County begins to increase again, the existing excess supply of housing will decrease, and costs will rise. However, this does not account for the likely increase in housing construction that results from rising demand.

The Federal Reserve Bank of Minneapolis estimates that for every 100 units of new housing built, approximately 70 existing units will be vacated and turned over within five years. When the Brown County housing market is viewed in this context, the aging housing stock becomes a greater challenge. Residents filling these housing units will likely face costs incurred due to the natural aging of the homes. This condition cannot be quantified or projected, but influences the costs in the housing market and may or may not put some strain on households in the county in the next 5 to 10 years.

Community Input

Add attainable, owner occupied, and moderate density options, with a strong preference for infill/annexation near existing infrastructure (cities and serviced areas).

Rural housing is acceptable only where larger lots (≈ 2 to 5 acres) are used and prime agricultural land and habitat are protected; many respondents oppose converting rural corridors (e.g., Hwy 68, County Rd 29/Saddlehills; Cottonwood River area) due to agriculture, wildlife, and light pollution concerns.

HOUSING GOALS

Goal 1: Promote housing variety across Brown County

Strategy 1A: Support small-lot single-family homes, townhomes, and 6-plexes in city-adjacent areas.

Strategy 1B: Support adaptive reuse of schools and vacant buildings.

Goal 2: Align housing growth with infrastructure and demand

Strategy 2A: Prioritize housing where infrastructure capacities exist or are planned.

Strategy 2B: Avoid scattered rural development in low-service zones.

Goal 3: Balance rural flexibility with annexation goals

Strategy 3A: Draft annexation agreements with cities that have urban growth boundaries.



7 | PUBLIC FACILITIES AND INFRASTRUCTURE

Brown County delivers core services to about 30,000 residents through multiple departments. Public facilities and infrastructure responsibilities span countywide services and those tailored to unincorporated areas, supporting mobility, safety, and orderly land use.

SERVICE FOR THE UNINCORPORATED AREAS

COUNTYWIDE SERVICES AND FUNCTIONS (PROVIDED DIRECTLY BY BROWN COUNTY)

- **911/Dispatch (PSAP) & Severe-Weather Warning Point** – Operates the county Public Safety Answering Point; dispatches law enforcement, fire, EMS for multiple local agencies; activates outdoor warning sirens countywide.
- **Sheriff's Office & Jail Operations** – Countywide law enforcement, investigations, civil process; operates the **56-bed Brown County Jail** (constructed 1994) with medical, mail, commissary, and inmate services; DOC inspections confirm approved capacity.
- **Highway Department (Engineering & Maintenance)** – Plans, builds, and maintains the county roadway system (**328 miles of CSAH + 18 miles of County Roads**) and oversees bridges (**67 county, 80 township, 2 city**). Duties include snow removal, repairs, ditch and shoulder upkeep, and project delivery.
- **Planning & Zoning / Environmental Services** – Administers zoning and subdivision regulations in unincorporated areas; building permits; **septic (SSTS)** program; **Wetland Conservation Act** enforcement; **feedlot** oversight; coordination with Planning Commission and Board of Adjustment.
- **Property Assessment & Tax Administration** – County departments administer property assessment, tax billing/collection, and related statutory duties. (See [Brown County official website](#) for department listings and contacts.)
- **Emergency Management Office** – Countywide preparedness, mitigation planning, training, and coordination across jurisdictions (alignment with state ECN/SECB programs for alerts/communications).
- **Public Land Survey System** – Perpetuates and maintains **PLSS section corners**; supports plats/subdivision reviews and GIS accuracy in accordance with **Minn. Stat. § 381.12**.
- **Brown County Public Health** – Operates public health programs dedicated to preventing disease and promoting the health and well-being of people in Brown County. The Public Health Advisory Committee is comprised of citizens representing all areas of the county who act as liaisons between Public Health and their communities.

DITCH AUTHORITY

The Brown County Board of Commissioners acts as the Ditch Authority that oversees the 56 County Ditches and 25 Judicial Ditches in Brown County. The ditches are located on easements on private land. They comprise a drainage system intended to alleviate stormwater pressure following rain events. In total, this system includes 234.5 miles of open ditches and 448.6 miles of tiled ditches. See the Natural Resources chapter for more details.

JOINT POWER SERVICES

Minnesota Joint Powers Act (Minn. Stat. § 471.59) authorizes counties, cities, towns, school districts, tribes, state and federal agencies, and certain instrumentalities to jointly or cooperatively exercise powers by written agreement approved by their governing bodies; agreements may designate a lead party or form a joint board and include liability provisions.

PUBLIC SAFETY COMMUNICATIONS & 911

- **South Central Emergency Communications Board (ECB)** — Brown County participates in regional governance that coordinates ARMER radio, NG-911, and interoperability with Blue Earth, Faribault, Le Sueur, Martin, McLeod, Nicollet, Sibley, Waseca, Watonwan counties and City of Mankato.
- **ARMER System** — Standards and coordination through MnDOT and Statewide Emergency Communications Board.

LAW ENFORCEMENT

Brown County participates in the BLRR Drug Task Force, a Joint Powers Agreement with Brown, Lyon, Redwood, Renville counties for multi-county drug enforcement.

WATER RESOURCE MANAGEMENT

- **Area II Minnesota River Basin Projects** — 9-county flood mitigation joint power agreement.
- **RCRCA** — 8-county river control JPA.
- **1W1P Partnerships** — Watonwan Watershed (6 counties) and Cottonwood–Middle Minnesota Watershed (5 counties + Area II, RCRCA, City of Springfield).
- **Greater Blue Earth River Basin Alliance (GBERBA)** — A regional alliance of counties, soil and water conservation districts, and watershed partners across the Blue Earth, Le Sueur, and Watonwan River basins focused on implementing conservation programs, water quality projects, and watershed-based management strategies.

LIBRARIES

The Traverse des Sioux Library Cooperative is a regional library system serving 9 counties, including Brown.

GIS/DATA

Brown County participates in statewide GIS data sharing via MnGeo/Geospatial Commons (not a formal JPA).

Community Input

Public input emphasized intersection/corridor safety and lighting (multiple Hwy 14 and county road locations), addressing freight/weight-limit pinch points and basic maintenance/paving on named segments.

Trails received mixed feedback: support for city-connected bike/running loops or primitive alignments that avoid wetlands/private land/floodplains, alongside opposition to paved or flood-prone river-corridor routes.

PUBLIC FACILITIES AND INFRASTRUCTURE GOALS

Goal 1: Improve public safety and infrastructure readiness

Strategy 1A: Monitor erosion.

Strategy 1B: Improve accessibility in public areas with ADA-compliant sidewalks and facility upgrades.

Goal 2: Strengthen broadband and utility planning

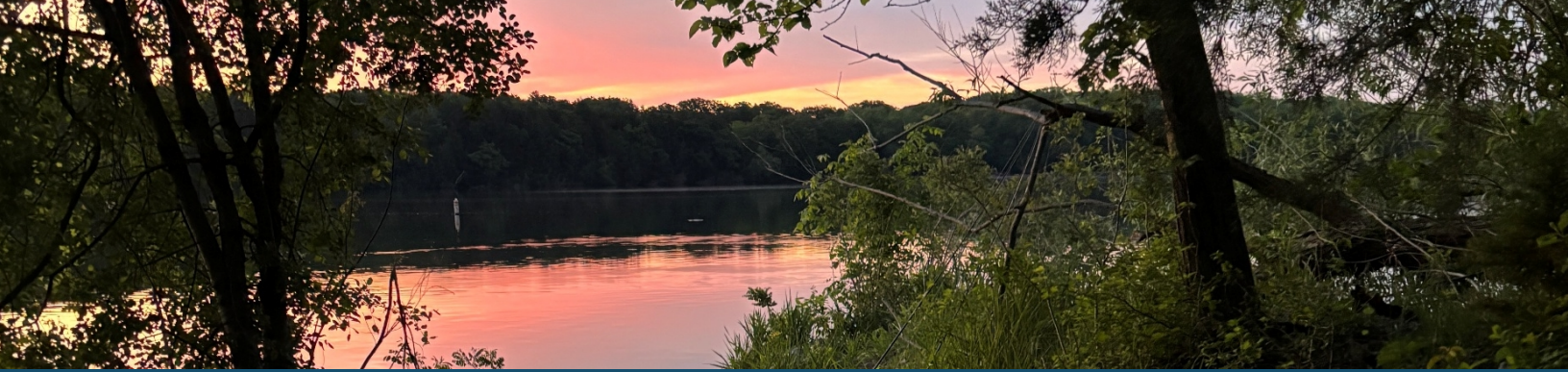
Strategy 2A: Monitor broadband coverage and identify service gaps in.

Strategy 2B: Monitor impacts of high consumers of energy, such as large data centers.

Goal 3: Coordinate facility planning with growth areas

Strategy 3A: Co-locate schools, parks, and childcare in new neighborhoods near cities.

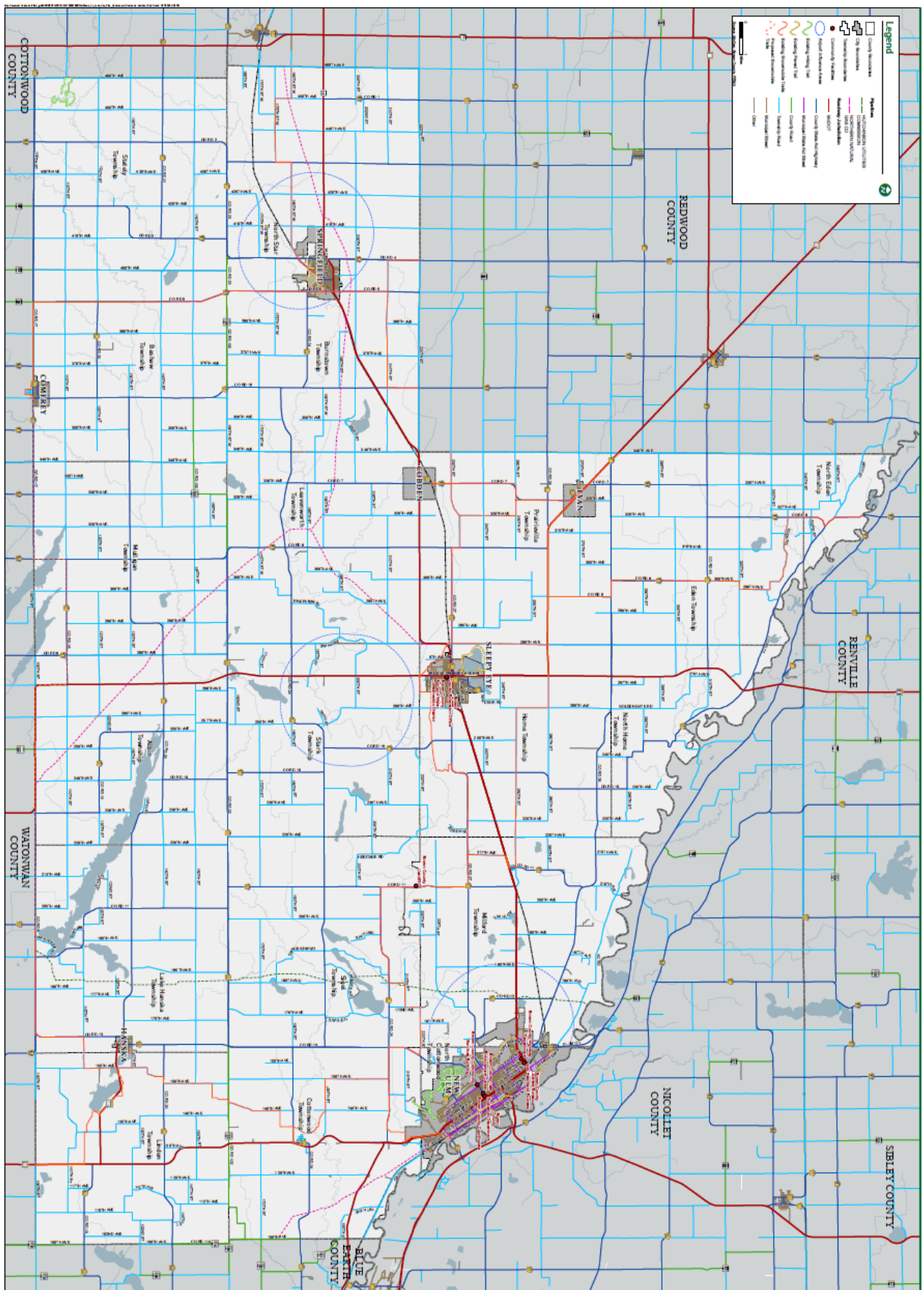
Strategy 3B: Use capital improvement planning to support annexation zones and corridor growth.



8 | TRANSPORTATION

Brown County assesses the future transportation needs for all modes of travel, including people of all ages and abilities. The county's transportation network facilitates public mobility by connecting residents, employees, and visitors to places where they live, work, recreate, and play. Transportation networks are traditionally designed and understood through the lens of origins and destinations; however, the quality and experience of using a transportation network are just as important as the destination. Traveling safely and with ease, regardless of mode, plays a significant role in the overall success of county mobility. The county is committed to working with local stakeholders and the Minnesota Department of Transportation to ensure they maintain an exceptional, multi-modal transportation system. The transportation chapter of the plan assesses the future transportation needs for all modes of travel, including people of all ages and abilities, within the county.





FUNCTIONAL CLASSIFICATION

The functional classification system describes each road's role in the community. A road's role and functions guide design features such as street widths, speed limits, and intersection control. Brown County has three roadway functional classifications that carry cars, commercial traffic, and freight (trucks and semis) under its jurisdiction. These classifications are summarized as follows:

ARTERIALS

Arterials are designated as Principal or Minor; they are roads that provide mobility across regional communities. In Brown County, there are two classes of arterials present: principal and minor. The principal arterial is designed for higher speeds and longer distance travel with more limited access points. In Brown County, principal arterials branch out from New Ulm, the county seat. These Principal Arterials are:

- Minnesota Highway 15 (MN15): runs north to south through Cottonwood and Linden townships
- Minnesota Highway 68 (MN68): runs east to west to Sleepy Eye
- U.S. Highway 14 (US14): from Sleepy Eye to Springfield and out of the county

The minor arterials are designed to provide access every 1/8th to 3 miles, with slower speeds, for trips between communities, as opposed to regional travel. In Brown County, minor arterials run east-west in the northern region, with one major artery running north-south through the middle of the county. These are:

- Minnesota Highway 68 (MN68): From Sleepy Eye to Evan
- County State Aid Highway 29 (CSAH 29) from New Ulm west through Milford and Home Township
- Minnesota Highway 4 (MN4): running North to south through Sleepy Eye.

COLLECTORS

Collectors are designated as either major or minor and balance the mobility across a community. They generally serve trips through a community and connect neighborhoods and business districts. Collector roadways that Brown County owns and maintains include the following:

- Major Collector examples – CSAH 4, 11, 13, 16, 24, 27, 30
- Minor Collector examples – CSAH 2, 5, 7, 10, 20, 22

LOCAL ROADS

All other remaining roadways are classified as Local Roads. Their primary function is to serve local and residential traffic, conveying it to collectors and arterials. Residential neighborhoods are most often served via the Local Road classification. Generally, these roadways fall under the jurisdiction of local municipalities, as they have low traffic volumes and primarily serve local traffic.

JURISDICTION

The jurisdiction of the county's arterial roads is split between state and county authority. All Principal Arterials are under the jurisdiction of the Highway Department, as all are either US Highways or State Highways maintained by MnDOT. Within the county's borders, a significant number of local, municipal, and private roads are not under the jurisdiction of the County. Only collectors and local roads are part of the transportation system and under the county's sole jurisdiction.

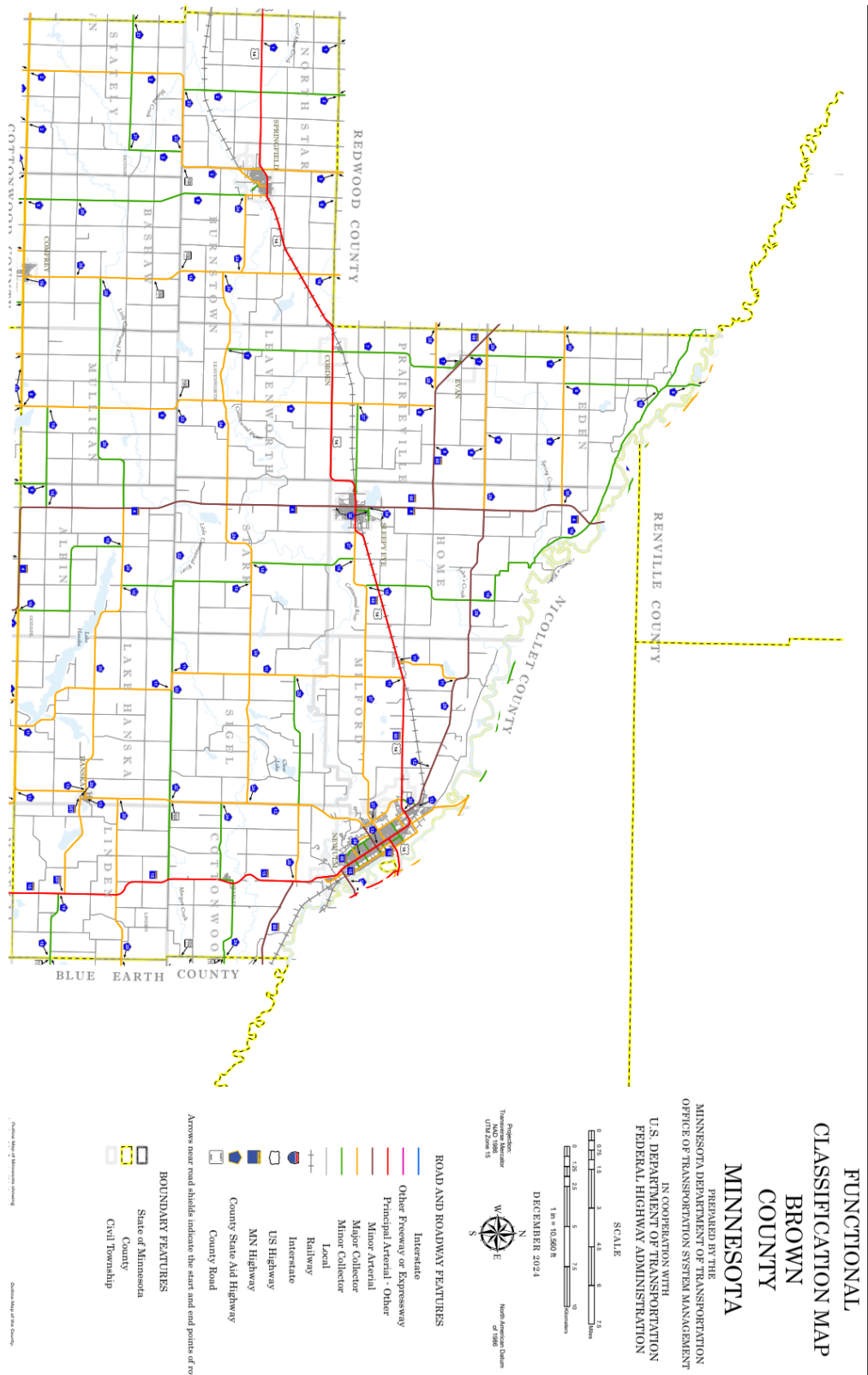
Community Input

Highways 14, 29, and 4 are important routes for large-scale Ag companies and traveling through and out of counties.

Different weight limits on 4 is a limiting factor for transporting product from Sleepy Eye to St. James. So companies use County Road 8 instead or use more trucks that weigh less, which requires extra drivers.

Work that was done on 29 was an improvement - do more of that!

FIGURE 29 | ROADS FUNCTIONAL CLASSIFICATION MAP



Water is a defining factor in the county's transportation infrastructure, with its northern border formed by the Minnesota River. The Brown County Highway Department is responsible for inspecting and maintaining the county's 149 bridges. The State requires the County to adopt a resolution identifying bridges eligible to receive state bridge bonding or other bridge funding, as well as those considered a priority for replacement, rehabilitation, or removal within the next five years. The County notes that bridge repairs typically involve structural replacements for smaller spans.

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Brown County
MINNESOTA

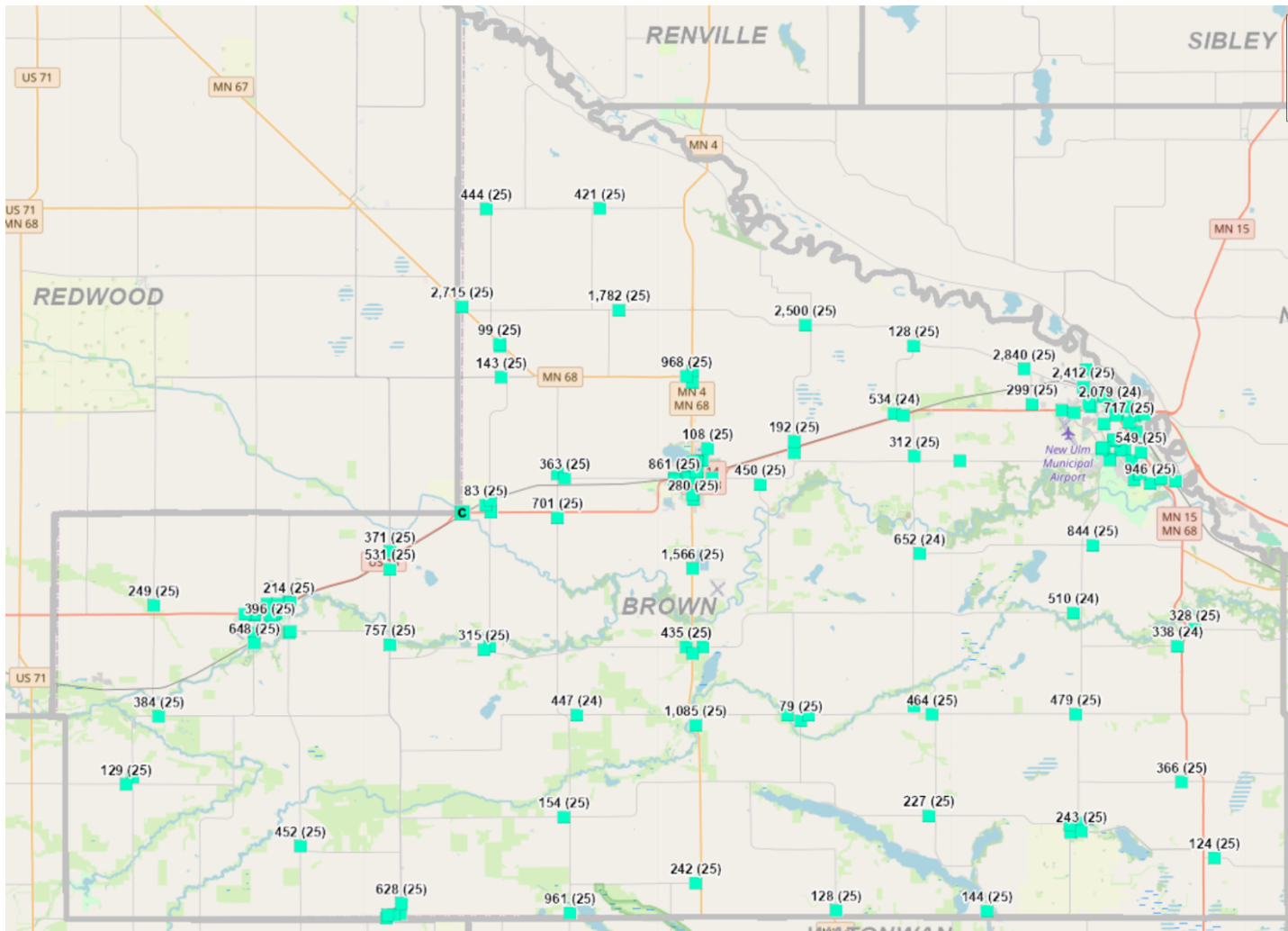
Transportation

SAFETY AND CAPACITY

CURRENT TRAFFIC VOLUMES

The highest average daily vehicle (ADV) traffic volumes do not exceed 3,000 vehicles throughout the roadway network in the unincorporated areas of Brown County. While the highest count observed lies on the CSAH 29 corridor north and west of New Ulm at 2,840 ADV, the MN 68 Corridor exiting Brown County’s western border through Evan is the second highest ADV at 2,715 daily vehicles. Other key areas for traffic volume include the intersection of CSAH 29 and CR 11 at the Milford Monument, the confluence of MN 15 and MN 68 in New Ulm, and the MN 4 Corridor south of Sleepy Eye. The remainder of the county transportation network rarely sees an ADV higher than 1,000. The traffic load on this network is distributed appropriately across the existing arterial and collector designated roadways.

FIGURE 31 | TRAFFIC VOLUMES MAP



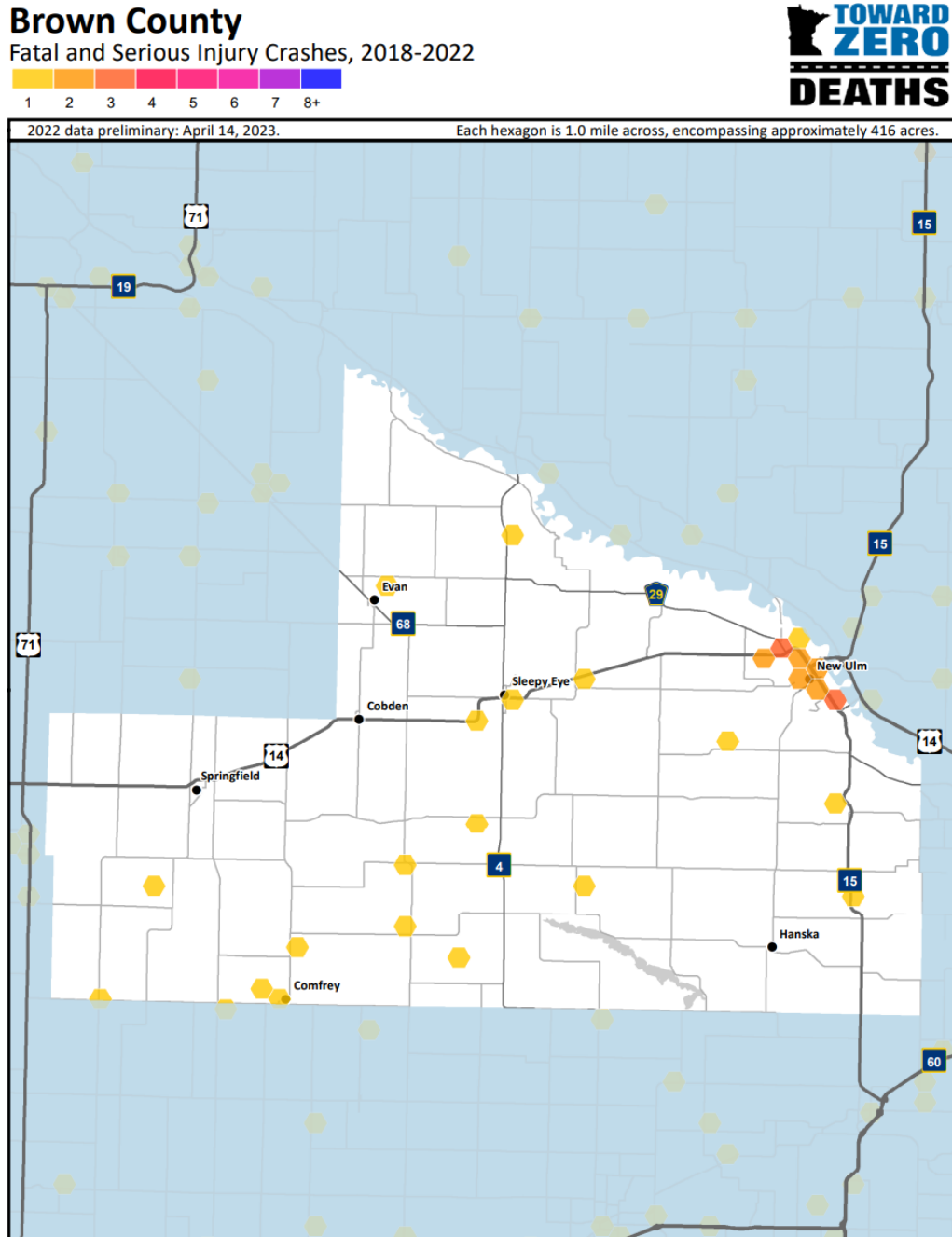
Source: MnDOT

TRAFFIC SAFETY

While evaluating the 5-year crash date from MnDOT it would make sense that the highest crash frequency would occur where the highest traffic volumes are observed. This is the case in Brown County, with the focus of fatal and serious injury crashes occurring around major intersections near and inside of New Ulm. No intersections outside of the county seat have been the site of more than one fatality or serious injury in the most recently available data between 2018-2022. Among the state and US highways that run through the county, MN 15 has the highest crash volumes, followed by US 14 and MN 4, which have the lowest crash volumes among the arterials in the county.

FIGURE 32 | INJURY CRASHES MAP

Source: MnDOT



PUBLIC TRANSPORTATION

Residents of Brown County have access to two transit options through the Department of Human Services: The Heartland Express and the Hermann Express, based in New Ulm. The county-wide Heartland Express operates from 8:00 AM to 5:00 PM, Monday through Friday, with Dial-a-Ride service requests available from 8:00 AM to 3:00 PM. The fares are collected through a token system where riders can purchase a token at any of 12 participating retailers throughout the county. The route runs one east-to-west trip and one west-to-east trip per day. This service provides 50,000 rides per year throughout the county.

The Hermann Express operates solely in New Ulm, with 17 stops at key locations and the ability to request 1-2 block deviations at the driver's discretion to maintain the timeliness of the service. The service is available to riders hourly from 7:00 AM to 12:00 PM and from 1:00 PM to 6:00 PM every weekday. A truncated schedule is available on Saturdays from 10:00 AM to 2:00 PM. Fares are operated on a cash system, with exact change required for rides. The tokens for the Heartland Express are not accepted by the Hermann Express.

TRANSPORTATION GOALS

Goal 1: Improve transportation safety and connectivity

Strategy 1A: Address high-risk intersections with signals or safety measures (e.g., Hwy 14 & CR 8, 10, 22, 11, 220th Ave).

Strategy 1B: Enhance rural road infrastructure by paving and widening priority routes and upgrading minimum maintenance roads.

Goal 2: support economic development through transportation

Strategy 2A: Strengthen freight and ag transport corridors by improving Hwy 14 and CR 4 and addressing weight limit issues.

Strategy 2B: Expand multi-use trails and recreation connectivity along Hwy 14 and near Lake Hanska.



9 | IMPLEMENTATION

The Brown County Comprehensive Plan provides a long-term framework for growth, land use, infrastructure, and natural resource management. This chapter outlines how the County will carry out the plan through prioritized actions, responsible parties, and implementation tools.

OFFICIAL CONTROLS

ZONING

Brown County's zoning ordinance guides land use to protect public health, safety, and welfare while supporting orderly development. Regulations govern lot standards, structure placement, and permitted uses, helping preserve agricultural areas, direct residential and commercial growth, and safeguard shorelands and floodplains. Flood-prone areas are regulated through overlay districts that apply added development restrictions.

SUBDIVISION ORDINANCES

The County's subdivision regulations provide standards for dividing and platting land to ensure safe, efficient, and cost-effective development. These ordinances require adequate provision for transportation networks, utilities, stormwater management, and public services. The review process includes Planning Commission and County Board oversight to maintain consistency with the Comprehensive Plan and protect community interests.

ORDINANCE AMENDMENTS

After adoption of the plan, the County will update zoning and subdivision ordinances to:

- Remove inconsistencies,
- Reflect state and federal requirements, and
- Support goals related to growth management, resource protection, and economic vitality.

The Future Land Use Map introduces designations such as Shoreland and Conservation Overlays, which will be incorporated into updated development standards.

FUNDING MECHANISMS

The implementation of countywide improvements requires reliable funding sources. Brown County will utilize a combination of tools to plan and finance these projects. Two mechanisms commonly used include:

CAPITAL IMPROVEMENT PROGRAM (CIP)

Capital improvement projects are major investments that benefit the County, such as the construction or reconstruction of roads, bridges, stormwater infrastructure, and park and recreation facilities. A CIP is a multi-year budgeting plan that identifies priority projects, estimated costs, and funding strategies.

GRANTS AND EXTERNAL FUNDING

Brown County will actively pursue state, federal, and regional grants to support projects in transportation, environmental stewardship, infrastructure, housing, and economic development. Partnerships with cities and regional entities will strengthen funding opportunities.

IMPLEMENTATION MATRIX

The Goals and Strategies below were ranked by the Steering Committee, with items considered most important and most urgent receiving the highest priority. The Implementation Matrix serves as a working tool for the County Board, Planning Commission, and staff to align budgets, resources, and actions with the Comprehensive Plan looking forward to 2040. The matrix identifies:

- Goals and Policies from each chapter
- Priority Levels and Timelines for short-, mid-, and long-term actions.
- Resources and Funding Sources to support projects.
- Responsible Parties for implementation.

This matrix will be reviewed annually and updated as needed to reflect progress, emerging opportunities, and changing conditions.

PRIORITY LEVELS

Priority levels found in the following implementation matrix are based on:

- Short-term action: 1-5 years
- Mid-term action: 6-10 years
- Long-term action: 11+ years

CHAMPIONS

Champions found in the following implementation matrix are:

- ED – Economic Development
- PR – Parks & Recreation
- PW – Public Works
- PZ – Planning & Zoning

TABLE 11 | IMPLEMENTATION MATRIX

Goal/Strategy	Priority	Resources	Champion/Partner
Goal 8.1. Improve transportation safety and connectivity Strategy B. Enhance rural road infrastructure by paving and widening priority routes and upgrading minimum maintenance roads	Short-term (1-5 years)	MnDOT State Aid for Local Transportation; MnDOT Transportation Alternatives (for shoulder/bike/ped elements) [dot.state.mn.us] DEED Community Development Funding (infrastructure eligible) [mn.gov]	Brown County Highway Dept; MnDOT District 7
Goal 2.2. Expand access to childcare and family services across rural and suburban areas Strategy A. Incentivize childcare facilities in underserved areas like New Ulm, Sleepy Eye, Springfield, and Hanska.	Short-term (1-5 years)	First Children's Finance – Rural Child Care Innovation Program [ruralchildcare.org] USDA Community Facilities (construction, equipment) [rd.usda.gov] DEED Community Development Funding (facility rehab) [mn.gov]	First Children's Finance; Cities; Brown County Human Services
Goal 3.1. Protect prime agricultural soils and water resources Strategy B. Avoid development in flood-prone or wetland corridors like the Cottonwood River basin.	Short-term (1-5 years)	BWSR Clean Water Fund Competitive Grants (wetland, floodplain & water-quality protection) [bwsr.state.mn.us] MPCA Clean Water Fund (watershed monitoring, WRAPS, restoration) [pca.state.mn.us] BWSR SWCD Grants (soil health, runoff reduction, buffer law implementation, landowner cost-share) [bwsr.state.mn.us] MDH Source Water Protection Grants (drinking water protection in high-risk areas) [health.mn.gov] Watershed-Based Implementation Funding (1W1P) via BWSR (Cottonwood River basin coordination) [bwsr.state.mn.us] SWCD Local Capacity Funding (state aid through Clean Water Fund) [bwsr.state.mn.us]	Brown County SWCD; BWSR; MPCA; MDH; Watershed Districts; County Environmental Services
Goal 5.3. Link economic development to housing and childcare Strategy A. Encourage housing production near cities to meet workforce needs.	Short-term (1-5 years)	Greater Minnesota Housing Infrastructure Grants (public infrastructure for housing) [mnhousing.gov] DEED Small Cities Development Program (housing & infrastructure) [mn.gov]	Cities; Developers; Brown County Planning
Goal 3.2. Plan for extractive resource management Strategy A. Develop post-extraction reuse strategies for gravel retired pits (e.g., recreation, habitat restoration) and reclamation practices.	Short-term (1-5 years)	DEED Community Development Funding (site reuse planning/redevelopment) [mn.gov] USDA REDLG (job-creating amenities at repurposed sites) [rd.usda.gov] MPCA brownfield grants (assessment/cleanup to steer growth to safe sites) [pca.state.mn.us]	Brown County Environmental Services; Private pit owners; Cities



Goal/Strategy	Priority	Resources	Champion/Partner
Goal 3.3. Expand access to natural recreation assets Strategy B. Collaborate with cities and associations maintaining existing snow mobile trails to further support trails in public Right-of-Ways and promote ecotourism in the county.	Short-term (1-5 years)	MnDOT Transportation Alternatives (trail/ped) [dot.state.mn.us] DEED Community Development Funding (tourism-supporting amenities) [mn.gov]	Local snowmobile associations; Cities; DNR
Goal 8.2. Support economic development through transportation Strategy B. Expand multi-use trails and recreation connectivity along Hwy 14 and near Lake Hanska.	Short-term (1-5 years)	MnDOT State Aid for Local Transportation (where eligible for ped/bike/shoulder); MnDOT Transportation Alternatives [dot.state.mn.us] Greater Minnesota Housing Infrastructure Grant Program (if infrastructure supports housing access) [mnhousing.gov]	Brown County Highway Dept; Cities; MnDOT
Goal 4.1. Direct growth to serviced areas and city edges Strategy A. Prioritize higher-density residential growth near cities with existing or planned municipal services.	Short-term (1-5 years)	Greater Minnesota Housing Infrastructure Grant Program (public infrastructure enabling new housing) [mnhousing.gov] Housing Infrastructure (HIB/HIA) Program — supports multifamily, senior, and affordable housing development near services [mnhousing.gov] DEED Greater Minnesota Public Infrastructure Grants (water/sewer/utilities for housing in growth areas) [mn.gov] Greater Minnesota Small Cities Housing Aid Program (infrastructure and housing reinvestment in small cities) [mnhousing.gov] Local Government Housing Programs (Local Housing Trust Fund, Housing Aid, etc.) — supports local infrastructure-linked housing solutions [mnhousing.gov]	Cities; Brown County Planning
Goal 4.1. Direct growth to serviced areas and city edges Strategy B. Prioritize industrial, commercial, and employment centers along Highway 14 from New Ulm to Springfield.	Short-term (1-5 years)	DEED Redevelopment & Special Appropriations [mn.gov] USDA REDLG (through eligible utilities) [rd.usda.gov]	Cities; Brown County EDA
Goal 4.1. Direct growth to serviced areas and city edges Strategy C. Prioritize trail and recreational opportunities by connecting existing trails into a greater loop, avoiding floodplain/wetland areas.	Mid-term (6-10 years)	MnDOT Transportation Alternatives [dot.state.mn.us] DEED Community Development Funding (trail amenities, wayfinding) [mn.gov]	Brown County; Local trail groups; Cities
Goal 7.1. Improve public safety and infrastructure readiness Strategy B. Improve accessibility in public areas with ADA-compliant sidewalks and facility upgrades.	Mid-term (6-10 years)	DEED Community Development Funding [mn.gov] USDA Community Facilities [rd.usda.gov] MnDOT State Aid (eligible sidewalk/curb ramp work) [dot.state.mn.us]	Cities; County Facilities Dept

Goal/Strategy	Priority	Resources	Champion/Partner
Goal 7.3. Coordinate facility planning with growth areas Strategy B. Use capital improvement planning to coordinate annexation zones and corridor growth.	Mid-term (6-10 years)	DEED Special Appropriations/Community Development (planning & infrastructure) [mn.gov]	Cities; County Administration
Goal 4.2. Support rural-compatible residential development Strategy A. Direct rural residential development to areas with existing or planned infrastructure and service capacities.	Mid-term (6-10 years)	GM Housing Infrastructure; DEED Small Cities Development Program [gmnp.org] , [mn.gov]	Cities; Brown County Planning
Goal 6.3. Balance rural flexibility with annexation goals Strategy A. Draft annexation agreements with cities that have urban growth boundaries.	Mid-term (6-10 years)	DEED Community Development Funding (planning support) [mn.gov]	Cities; Townships; County Attorney/Planning
Goal 8.3. Expand access to natural recreation assets Strategy A. Collaborate with cities to improve paddling routes along the Cottonwood River and Lake Hanska.	Mid-term (6-10 years)	DNR Water Trails (state program), supplemented by DEED Community Development Funding for access/amenities [mn.gov]	DNR; Cities; County Parks
Goal 6.2. Align housing growth with infrastructure and demand Strategy A. Prioritize housing where infrastructure capacities exist or are planned.	Mid-term (6-10 years)	GM Housing Infrastructure; DEED housing/infrastructure tools [gmnp.org] , [mn.gov]	Cities; Developers
Goal 8.1. Improve transportation safety and connectivity Strategy A. Address high-risk intersections with signal or safety measures.	Long-term (11+ years)	MnDOT Highway Safety programs/HSIP (via MnDOT); State Aid for Local Transportation [dot.state.mn.us]	Brown County Highway Dept; MnDOT
Goal 5.2. Diversify the economy through technology and tourism Strategy B. Support emerging market uses such as agritourism, short-term rentals, camping, and bed-and-breakfasts as well as events and activities near Lake Hanska, Flandrau State Park and the Cottonwood River.	Long-term (11+ years)	DEED Community Development (tourism, site readiness); USDA Rural Development business support (through eligible intermediaries) [mn.gov] , [rd.usda.gov]	Brown County EDA; Cities; Tourism groups
Goal 2.1. Strengthen community resilience to population decline and aging Strategy A. Use local data dashboards to monitor migration, aging trends, and service gaps.	Long-term (11+ years)	DEED Community Development Funding (technology/planning) [mn.gov] Minnesota State Demographic Center https://mn.gov/admin/demography/ Age-Friendly Minnesota – Data Resources (MN DHS) https://mn.gov/dhs/age-friendly-mn/blueprint/data/	County IT; Planning Dept

Goal/Strategy	Priority	Resources	Champion/Partner
Goal 5.1. Concentrate commercial and industrial growth along Hwy 14 Strategy B. Align corridor incentives with state/federal designations and rural value chains. Target sites for Opportunity Zone–eligible investments (contingent on future state/federal designation) and support value added agriculture and onsite crop sales where compatible—linking processing, distribution, and ag-tech to the Hwy 14 freight corridor.	Long-term (11+ years)	DEED Redevelopment/Infrastructure programs; USDA REDLG for corridor-aligned job creation [mn.gov] , [rd.usda.gov]	County EDA; Cities; Private sector
Goal 5.1. Concentrate commercial and industrial growth along Hwy 14 Nodes Strategy C. Integrate mixed-use at commercial and industrial nodes to strengthen job centers.	Long-term (11+ years)	GM Housing Infrastructure (public infrastructure); DEED Community Development; USDA Community Facilities (shared public amenities) [gmnp.org] , [mn.gov] , [kstp.com]	Cities; Developers; EDA
Goal 4.2. Support rural-compatible residential development Strategy B. Promote a mix of housing types in areas unsuited for Agriculture and avoid floodplain, shoreland or sensitive natural areas.	Long-term (11+ years)	DEED Small Cities Development Program; GM Housing Infrastructure [mn.gov] , [gmnp.org]	Cities; County Planning
Goal 8.2. Support economic development through transportation Strategy A. Strengthen freight and ag transport corridors by improving Hwy 14 and CR 4 and addressing weight limit issues.	Long-term (11+ years)	MnDOT freight/rail/State Aid programs (corridor & last-mile); DEED infrastructure tools for industrial sites [dot.state.mn.us] , [mn.gov]	MnDOT; Brown County Highway Dept, Union Pacific (UP), Canadian Pacific Kansas City (CPKC) and Minnesota Prairie Line (MPLI)
Goal 4.3. Align land use with infrastructure and annexation goals Strategy A. Create countywide density districts aligned with service availability.	Long-term (11+ years)	DEED Community Development Funding (planning/zoning work) [mn.gov]	County Planning; Cities
Goal 4.3. Align land use with infrastructure and annexation goals Strategy B. Craft a program and standards for annexation.	Long-term (11+ years)	DEED planning support (ordinance/program development) [mn.gov]	County; Cities
Goal 4.3. Align land use with infrastructure and annexation goals Strategy C. Update zoning and use definitions to include emerging uses like agritourism and shared experience events.	Long-term (11+ years)	DEED Community Development Funding (code updates); MPCA/DEED brownfield grants where adaptive reuse is involved [mn.gov] , [gmnp.org]	County Zoning; Cities
Goal 6.1. Promote housing variety across Brown County Strategy A. Support small-lot single-family homes, townhomes, and 6-plexes in city-adjacent areas.	Long-term (11+ years)	DEED Community Development Funding (code updates); MPCA/DEED brownfield grants where adaptive reuse is involved [mn.gov] , [gmnp.org]	County Zoning; Cities



Goal/Strategy	Priority	Resources	Champion/Partner
Goal 5.2. Diversify the economy through technology and tourism Strategy A. Promote broadband-enabled entrepreneurship and agricultural technology (AI for Ag) in rural areas.	Long-term (11+ years)	USDA Rural Development (broadband & business); State broadband initiatives via MnDEED/Office of Broadband (program listings often cross-referenced under DEED) [rd.usda.gov]	County IT; Providers; EDA
Goal 3.1. Protect prime agricultural soils and water resources Strategy A. Apply Soil Rating for Construction (SRC) to guide solar/wind siting and development.	Long-term (11+ years)	DEED Community Development (planning/ordinance work); USDA programs as applicable for infrastructure and site development [mn.gov] , [kstp.com]	County Environmental Services; Planning
Goal 5.3. Link economic development to housing and childcare Strategy B. Expand childcare services in employment centers like New Ulm and along the Highway 14 commercial nodes.	Long-term (11+ years)	First Children's Finance – RCCIP; USDA Community Facilities; DEED Community Development Funding [gmnp.org] , [kstp.com] , [mn.gov]	First Children's Finance; Employers; Cities
Goal 5.1. Concentrate commercial and industrial growth along Hwy 14 Strategy A. Zone priority nodes with multimodal freight and aviation readiness. Designate corridor nodes near New Ulm, Sleepy Eye, and Springfield that leverage rail adjacency and adopt airport zoning overlays to protect airspace and enable compatible uses. Incorporate access plans at CR 8, CR 22, and CR 27 to safely serve new sites.	Long-term (11+ years)	MnDOT Aeronautics & freight/rail grants; State Aid (access improvements); DEED infrastructure & redevelopment support [dot.state.mn.us] , [mn.gov]	Cities; Brown County; Airport Authorities; MnDOT
Goal 6.2. Align housing growth with infrastructure and demand Strategy B. Avoid scattered rural development in low-service zones.	Long-term (11+ years)	DEED Community Development Funding (planning/tools to guide growth) [mn.gov]	County Planning; Townships
Goal 6.1. Promote housing variety across Brown County Strategy B. Support adaptive reuse of schools and vacant buildings.	Long-term (11+ years)	DEED Redevelopment/Contamination Cleanup; MPCA brownfield funds; USDA Community Facilities (community-serving reuses) [mn.gov] , [gmnp.org] , [kstp.com]	Cities; School Districts; Developers
Goal 2.2. Expand access to childcare and family services across rural and suburban areas Strategy B. Support community-led childcare cooperatives in areas of need.	Long-term (11+ years)	First Children's Finance – RCCIP; DEED Community Development (facility and program support) [gmnp.org] , [mn.gov]	First Children's Finance; Cooperative groups; Employers
Goal 7.1. Improve public safety and infrastructure readiness Strategy A. Monitor erosion.	Long-term (11+ years)	DEED planning support; USDA (NRCS/related) via Rural Development announcements for community infrastructure resilience [mn.gov]	Brown County Soil & Water Conservation District



Goal/Strategy	Priority	Resources	Champion/Partner
Goal 7.2. Strengthen broadband and utility planning Strategy A. Monitor broadband coverage and identify service gaps.	Long-term (11+ years)	USDA Rural Development broadband programs; State broadband initiatives (administered via MnDEED/Office of Broadband) [rd.usda.gov]	County IT; ISPs; EDA
Goal 7.2. Strengthen broadband and utility planning Strategy B. Monitor impacts of high consumers of energy, such as large data centers.	Long-term (11+ years)	DEED planning support; Utility coordination (local co-ops, IOUs) [mn.gov]	County Administration; Energy utilities
Goal 7.3. Coordinate facility planning with growth areas Strategy A. Locate schools, parks, and childcare in new neighborhoods near cities.	Long-term (11+ years)	USDA Community Facilities (public facilities); DEED Community Development; GM Housing Infrastructure (public infrastructure to support sites) [kstp.com] , [mn.gov] , [gmnp.org]	School Districts; Cities; County
Goal 2.3. Foster civic engagement across diverse communities Strategy A. Host multilingual outreach events.	Long-term (11+ years)	DEED Community Development (community engagement, planning) [mn.gov]	County; Nonprofits; Schools
Goal 2.3. Foster civic engagement across diverse communities Strategy B. Use Comprehensive Land Use Map to align county budget priorities and investments.	Long-term (11+ years)	DEED Community Development (strategic planning support) [mn.gov]	County Administration; Finance; Planning

APPENDIX A | ALL COMMENTS RECEIVED

Please see Excel file with all comments here: [Comments Tracker Brown County Land Use Plan1.xlsx](#)

Or please see pdf posted on webpage: <https://arcg.is/1nuCrP0>





REQUEST FOR BOARD ACTION

Requested Board Date: 6/23/2026

Requested Presentation Time (if applicable):

Item: May 2026 Budget Report (2 mins)

Originating Department: Administration

Presenter: Sam Hansen, County Administrator

Board Action Requested:

Accept and order file the May 2026 Budget Report (Modified Accrual and Unaudited) which reflects activity at 41.7% of the budget year as follows: revenues of \$8,638,086 or 18.1%, and expenditures of \$16,442,916 or 34.5%; and the May 2026 Supplemental Budget Report noting revenues of \$756,303 or 32.8% and expenditures of \$661,710 or 26.8% of annual budget activity.

Background:

Supporting documentation includes the following reports:

(Pg 1) Budget Summary Report including Totals by Fund for all Budget Funds.

(Pg 2-3) Department Budget to Actual Report including all Budget Funds included in the General Revenue Fund, except for Fund 83.

(Pg 4) Supplemental Budget Summary Report reflects the activity summary for the Supplemental Budgets.

(Pg 5-6) Departmental Budget to Actual Report including Totals by Fund for all Supplemental Budgets.

(Pg 7) Monthly Budget Activity Comparison includes historical budget activity comparison.

Supporting Documents:

1. 202605_BudMoReport_Board_Packet

Administrator's Comments:

Kellie Augustin, Administration

Sam Hansen, Administration

Created/Initiated - 6/12/2026

Final Approval - 6/18/2026

BROWN COUNTY 2026 BUDGET SUMMARY REPORT (Modified Accrual & Unaudited)

Selected Months: May 2026		Current Month's Total	1 month's % of Yr 8.3%	YTD Months Total	Per Cent of Yr: 2026 Budget	41.7% % of Budget
<u>FUND</u>						
01 - Revenue Fund	Rev.:	\$ 379,955.00	2.1%	\$ 1,763,974.00	\$ 17,860,619.00	9.9%
	Exp.:	\$ 1,357,228.00	7.6%	\$ 6,886,231.00	\$ 17,860,619.00	38.6%
	Net:	\$ 977,273.00		\$ 5,122,257.00	\$ -	
06 - Public Health Fund	Rev.:	\$ 127,247.00	5.8%	\$ 689,893.00	\$ 2,184,593.00	31.6%
	Exp.:	\$ 163,094.00	7.5%	\$ 895,196.00	\$ 2,184,593.00	41.0%
	Net:	\$ 35,847.00		\$ 205,303.00	\$ -	
10 - Road & Bridge Fund	Rev.:	\$ 222,152.00	1.6%	\$ 3,855,862.00	\$ 13,668,682.00	28.2%
	Exp.:	\$ 264,717.00	1.9%	\$ 2,955,351.00	\$ 13,668,682.00	21.6%
	Net:	\$ 42,565.00		\$ (900,511.00)	\$ -	
11 - Human Services Fund	Rev.:	\$ 731,651.00	5.5%	\$ 2,232,686.00	\$ 13,375,520.00	16.7%
	Exp.:	\$ 1,074,751.00	8.0%	\$ 5,492,341.00	\$ 13,375,520.00	41.1%
	Net:	\$ 343,100.00		\$ 3,259,655.00	\$ -	
18 - Park Fund	Rev.:	\$ 1,792.00	0.6%	\$ 5,667.00	\$ 311,712.00	1.8%
	Exp.:	\$ 22,983.00	7.4%	\$ 75,648.00	\$ 311,712.00	24.3%
	Net:	\$ 21,191.00		\$ 69,981.00	\$ -	
37 - Capital Improvement Fund	Rev.:	\$ -	0.0%	\$ 1,002.00	\$ 45,000.00	2.2%
	Exp.:	\$ -	0.0%	\$ 2,290.00	\$ 45,000.00	5.1%
	Net:	\$ -		\$ 1,288.00	\$ -	
83 - Collaboratives Fund	Rev.:	\$ 41,555.00	18.6%	\$ 89,002.00	\$ 223,300.00	39.9%
	Exp.:	\$ 10,583.00	4.7%	\$ 135,859.00	\$ 223,300.00	60.8%
	Net:	\$ (30,972.00)		\$ 46,857.00	\$ -	
<u>FUNDS TOTAL</u>						
Rev.:		\$ 1,504,352.00	3.2%	\$ 8,638,086.00	\$ 47,669,426.00	18.1%
Exp.:		\$ 2,893,356.00	6.1%	\$ 16,442,916.00	\$ 47,669,426.00	34.5%
Net:		\$ 1,389,004.00		\$ 7,804,830.00	\$ -	

ADMNPSNL 2026Budget BudMoReport26.xlsx

*** **Brown County, Minnesota** ***
Executive Departmental Budget to Actual Review
As of May 31, 2026



Operational Funds

	Expenditures				Revenues				
	Full Year Budget	1/1/2026 05/31/2026 Actual	Variance	PCT	Full Year Budget	1/1/2026 05/31/2026 Actual	Variance	PCT	Net Actual
1 General Revenue Fund									
1 Commissioners	359,494	171,590	187,904	48	0	0	0	0	(171,590)
11 Court Administration	159,708	60,406	99,302	38	0	0	0	0	(60,406)
12 B/N/W Adult Drug Court	0	0	0	0	0	0	0	0	0
44 Public Examiner	84,410	2,625	81,785	3	0	0	0	0	(2,625)
45 County Auditor-Treasurer	889,979	354,555	535,424	40	69,588	54,323	(15,265)	78	(300,232)
60 Information Technology	1,362,220	564,873	797,347	41	74,491	0	(74,491)	0	(564,873)
61 Central Administration	315,350	129,311	186,039	41	0	0	0	0	(129,311)
62 Elections	114,901	3,601	111,300	3	18,500	1,040	(17,460)	6	(2,561)
63 Personnel Administration	588,149	226,030	362,119	38	0	45	45	0	(225,985)
90 County Attorney	1,014,822	427,140	587,682	42	156,119	45,887	(110,232)	29	(381,253)
100 County Recorder	654,954	269,408	385,546	41	386,000	133,670	(252,330)	35	(135,738)
101 County Assessor	881,669	336,875	544,794	38	229,742	99,982	(129,760)	44	(236,894)
107 Planning And Zoning	386,586	159,983	226,603	41	133,376	185,429	52,053	139	25,445
110 Government Buildings	884,392	373,927	510,465	42	176,224	63,790	(112,434)	36	(310,137)
120 Veteran Services	307,988	127,804	180,184	41	10,000	0	(10,000)	0	(127,804)
123 Veteran's Hospital Shuttle	4,290	1,754	2,536	41	4,290	0	(4,290)	0	(1,754)
141 License Bureau	480,844	173,243	307,601	36	387,735	191,668	(196,067)	49	18,426
149 Other General Government	279,759	(310,589)	590,348	-111	14,901,105	549,116	(14,351,989)	4	859,705
200 Sheriff	2,853,272	1,411,088	1,442,184	49	293,200	54,041	(239,159)	18	(1,357,047)
201 Boat & Water Safety Enforcement	9,726	362	9,364	4	9,726	3,580	(6,146)	37	3,218
205 Regional Radio Board	1,500	0	1,500	0	0	0	0	0	0
206 Emergency Medical Services	2,500	2,500	0	100	0	0	0	0	(2,500)
221 County Coroner	28,000	13,012	14,988	46	0	0	0	0	(13,012)
225 Dispatch	940,411	347,729	592,682	37	0	0	0	0	(347,729)
250 Corrections-Jail	2,345,122	835,080	1,510,042	36	69,700	4,131	(65,569)	6	(830,949)
251 Probation	2,138,492	838,107	1,300,385	39	923,523	377,132	(546,391)	41	(460,975)
280 Emergency Services	132,464	47,749	84,715	36	17,200	0	(17,200)	0	(47,749)
390 Sanitation	0	0	0	0	0	0	0	0	0
500 Cultural Activities	280,721	147,832	132,889	53	0	0	0	0	(147,832)
600 County Agr. Society	33,000	16,500	16,500	50	0	0	0	0	(16,500)
601 County Extension	140,977	34,713	106,264	25	100	140	40	140	(34,573)
602 Soil And Water Conserv.	160,623	94,725	65,899	59	0	0	0	0	(94,725)
604 Wetlands	0	0	0	0	0	0	0	0	0
615 Water Plan	0	0	0	0	0	0	0	0	0
700 Economic Develop And Opport	24,296	24,296	0	100	0	0	0	0	(24,296)
1 General Revenue Fund	17,860,619	6,886,231	10,974,388	39	17,860,619	1,763,974	(16,096,645)	10	(5,122,257)
6 Public Health Fund									
481 Public Health Nursing	2,178,393	894,075	1,284,318	41	1,724,209	567,419	(1,156,790)	33	(326,656)

*** **Brown County, Minnesota** ***
Executive Departmental Budget to Actual Review
As of May 31, 2026



Operational Funds

	Expenditures				Revenues				
	Full Year Budget	1/1/2026 05/31/2026 Actual	Variance	PCT	Full Year Budget	1/1/2026 05/31/2026 Actual	Variance	PCT	Net Actual
489 Other Public Health	6,200	1,121	5,079	18	460,384	122,474	(337,910)	27	121,353
6 Public Health Fund	2,184,593	895,196	1,289,397	41	2,184,593	689,893	(1,494,700)	32	(205,303)
10 Road And Bridge Fund									
300 Administration	2,777,539	1,237,143	1,540,396	45	4,821,859	1,019,392	(3,802,467)	21	(217,750)
310 Road Maintenance	1,071,000	109,984	961,016	10	3,000,000	1,654,708	(1,345,292)	55	1,544,725
320 Construction	7,678,100	197,957	7,480,143	3	4,588,300	58,572	(4,529,729)	1	(139,386)
330 Hwy - G.O. Bonded Projects	551,523	545,936	5,587	99	551,523	545,936	(5,587)	99	0
340 Equipment Maintenance	530,500	206,361	324,139	39	0	0	0	0	(206,361)
350 Maint & Constr. Unallocated	21,050	6,931	14,119	33	0	0	0	0	(6,931)
360 Shop Maintenance	146,000	46,449	99,552	32	0	0	0	0	(46,449)
370 Inventory/Materials	247,000	61,904	185,096	25	27,000	27,898	898	103	(34,006)
380 Authorized Work For Others	645,970	542,687	103,283	84	680,000	549,356	(130,644)	81	6,669
10 Road And Bridge Fund	13,668,682	2,955,351	10,713,331	22	13,668,682	3,855,862	(9,812,820)	28	900,511
11 Human Services									
454 Income Maint	3,493,908	1,390,134	2,103,774	40	3,493,908	494,956	(2,998,952)	14	(895,178)
455 Social Services	8,570,336	3,562,882	5,007,454	42	8,570,336	1,250,330	(7,320,006)	15	(2,312,552)
456 Bus Transit Project - Section 16	1,311,276	539,325	771,951	41	1,311,276	487,400	(823,876)	37	(51,925)
11 Human Services	13,375,520	5,492,341	7,883,179	41	13,375,520	2,232,686	(11,142,834)	17	(3,259,655)
18 Park Fund									
550 Parks And Recreation	311,712	75,648	236,064	24	17,037	5,667	(11,370)	33	(69,981)
589 Other Culture And Recreation	0	0	0	0	294,675	0	(294,675)	0	0
18 Park Fund	311,712	75,648	236,064	24	311,712	5,667	(306,045)	2	(69,981)
37 Capital Improvement Fund									
60 Information Technology	1	0	1	0	0	0	0	0	0
110 Government Buildings	9,999	2,290	7,709	23	0	0	0	0	(2,290)
120 Veteran Services	0	0	0	0	10,000	1,002	(8,998)	10	1,002
149 Other General Government	0	0	0	0	35,000	0	(35,000)	0	0
200 Sheriff	0	0	0	0	0	0	0	0	0
250 Corrections-Jail	35,000	0	35,000	0	0	0	0	0	0
601 County Extension	0	0	0	0	0	0	0	0	0
37 Capital Improvement Fund	45,000	2,290	42,710	5	45,000	1,002	(43,998)	2	(1,288)
	47,446,126	16,307,058	31,139,068		47,446,126	8,549,084	(38,897,042)		(7,757,974)

BROWN COUNTY 2026 SUPPLEMENTAL BUDGET SUMMARY REPORT (Modified Accrual & Unaudited)

Selected Months: May 2026		Current Month's Total	1 month's % of Yr 41.7%	YTD Months Total	Per Cent of Yr: 2026 Budget	41.7% % of Budget
<u>SUPPLEMENTAL FUND</u>						
01 - Revenue Fund	Rev.:	\$ 19,212.00	4.4%	\$ 76,997.00	\$ 433,646.00	17.8%
	Exp.:	\$ 6,880.00	1.6%	\$ 85,238.00	\$ 433,646.00	19.7%
	Net:	\$ (12,332.00)		\$ 8,241.00	\$ -	
14 - Building Fund	Rev.:	\$ 250.00	2.2%	\$ 176,077.00	\$ 11,190.00	1573.5%
	Exp.:	\$ 1,523.00	#DIV/0!	\$ 3,218.00	\$ -	#DIV/0!
	Net:	\$ 1,273.00		\$ (172,859.00)	\$ (11,190.00)	
20 - Ditch Fund	Rev.:	\$ -	0.0%	\$ -	\$ 54,000.00	0.0%
	Exp.:	\$ -	0.0%	\$ 2,095.00	\$ 54,000.00	3.9%
	Net:	\$ -		\$ 2,095.00	\$ -	
60 - Landfill Fund	Rev.:	\$ 261,193.00	15.4%	\$ 464,877.00	\$ 1,691,638.00	27.5%
	Exp.:	\$ 225,377.00	12.0%	\$ 542,996.00	\$ 1,873,789.00	29.0%
	Net:	\$ (35,816.00)		\$ 78,119.00	\$ 182,151.00	
61 - SCORE Fund	Rev.:	\$ 37,970.00	33.5%	\$ 38,352.00	\$ 113,471.00	33.8%
	Exp.:	\$ 7,699.00	7.0%	\$ 28,163.00	\$ 109,678.00	25.7%
	Net:	\$ (30,271.00)		\$ (10,189.00)	\$ (3,793.00)	
<u>SUPPLEMENTAL FUNDS TOTAL</u>						
	Rev.:	\$ 318,625.00	13.8%	\$ 756,303.00	\$ 2,303,945.00	32.8%
	Exp.:	\$ 241,479.00	9.8%	\$ 661,710.00	\$ 2,471,113.00	26.8%
	Net:	\$ (77,146.00)		\$ (94,593.00)	\$ 167,168.00	

ADMNPSNL 2026Budget BudMoSupplementalReport26.xlsx

*** **Brown County, Minnesota** ***
Executive Departmental Budget to Actual Review
As of May 31, 2026



Operational Funds

	Expenditures				Revenues				
	Full Year Budget	1/1/2026 05/31/2026 Actual	Variance	PCT	Full Year Budget	1/1/2026 05/31/2026 Actual	Variance	PCT	Net Actual
1 General Revenue Fund									
13 Law Library	23,500	97	23,403	0	23,500	7,277	(16,223)	31	7,180
91 Co Atty - Forfeitures	5,000	0	5,000	0	5,000	306	(4,694)	6	306
202 Sheriff Cont. Investigation	3,000	0	3,000	0	3,000	135	(2,865)	4	135
204 Snowmobile Safety	2,813	707	2,106	25	2,963	0	(2,963)	0	(707)
252 Jail Commissions	9,000	483	8,517	5	9,000	1,395	(7,605)	16	912
282 911 Emergency Telephone System	225,183	70,762	154,421	31	225,183	67,884	(157,299)	30	(2,878)
390 Sanitation	0	0	0	0	0	0	0	0	0
611 Septic Loan Program	165,000	13,189	151,811	8	165,000	0	(165,000)	0	(13,189)
1 General Revenue Fund	433,496	85,238	348,258	20	433,646	76,997	(356,649)	18	(8,241)
20 Ditch Fund									
999 Unallocated Ditches	54,000	2,095	51,905	4	54,000	0	(54,000)	0	(2,095)
20 Ditch Fund	54,000	2,095	51,905	4	54,000	0	(54,000)	0	(2,095)
60 Landfill Fund									
390 Sanitation	1,873,789	542,996	1,330,793	29	1,691,638	464,877	(1,226,761)	27	(78,120)
60 Landfill Fund	1,873,789	542,996	1,330,793	29	1,691,638	464,877	(1,226,761)	27	(78,120)
61 Score Fund									
390 Sanitation	109,678	28,163	81,515	26	113,471	38,352	(75,120)	34	10,189
61 Score Fund	109,678	28,163	81,515	26	113,471	38,352	(75,120)	34	10,189
	2,470,963	658,492	1,812,472		2,292,755	580,225	(1,712,530)		(78,267)

*** **Brown County, Minnesota** ***
Executive Departmental Budget to Actual Review
As of May 31, 2026



Operational Funds

Expenditures					Revenues				
	Full	1/1/2026			Full	1/1/2026			
	Year	05/31/2026			Year	05/31/2026			
	Budget	Actual	Variance	PCT	Budget	Actual	Variance	PCT	Net Actual
14 Building Fund									
110 Government Buildings	0	3,218	(3,218)	0	5,477	122,260	116,783	2232	119,042
120 Veteran Services	0	0	0	0	0	0	0	0	0
149 Other General Government	0	0	0	0	5,713	0	(5,713)	0	0
251 Probation	0	0	0	0	0	0	0	0	0
500 Cultural Activities	0	0	0	0	0	53,817	53,817	0	53,817
14 Building Fund	0	3,218	(3,218)	0	11,190	176,077	164,887	1574	172,859
	0	3,218	(3,218)		11,190	176,077	164,887		172,859

**Brown County Monthly Budget Activity Comparison
For the Period of 2017 thru 2026**

Month	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
% of year	8.3%	16.7%	25%	33.3%	41.7%	50%	58.3%	66.7%	75%	83.3%	91.7%	100%
REVENUES												
2017	2.4%	9.7%	12.7%	15.2%	31.7%	56.6%	63.6%	70.4%	75.8%	76.7%	95.8%	100.7%
2018	6.6%	10.6%	23.4%	24.2%	29.1%	52.8%	61.3%	No report	71.2%	72.4%	92.5%	97.7%
2019	1.8%	9.8%	16.0%	18.3%	36.3%	48.4%	57.0%	66.3%	71.1%	73.4%	95.8%	100.4%
2020	2.2%	10.1%	25.8%	28.2%	31.9%	54.1%	62.5%	69.7%	75.8%	78.8%	97.4%	102.3%
2021	2.4%	9.7%	14.8%	16.3%	19.4%	48.2%	59.0%	62.7%	68.5%	69.7%	87.9%	97.0%
2022	2.0%	10.3%	21.2%	22.5%	26.3%	47.8%	55.3%	59.2%	64.4%	66.9%	86.8%	91.8%
2023	2.6%	13.1%	17.6%	26.2%	31.2%	55.0%	66.9%	72.9%	78.7%	80.3%	85.3%	110.2%
2024	6.2%	7.7%	14.8%	17.8%	22.4%	46.7%	57.2%	61.3%	63.9%	67.6%	89.1%	98.0%
2025	2.4%	8.6%	11.4%	14.5%	18.5%	50.7%	59.8%	63.3%	66.8%	70.3%	90.5%	96.3%
2026	2.2%	8.2%	12.1%	15.0%	18.1%							
EXPENSES												
2017	7.2%	13.6%	18.9%	24.4%	30.0%	38.6%	45.5%	52.6%	66.6%	79.9%	86.9%	96.2%
2018	6.5%	14.3%	22.3%	28.6%	35.8%	45.3%	53.1%	No report	75.3%	82.0%	91.2%	98.5%
2019	7.1%	13.7%	22.4%	27.9%	37.6%	42.7%	53.6%	71.9%	77.1%	83.8%	94.0%	100.4%
2020	7.9%	14.6%	21.4%	26.9%	34.8%	40.3%	50.5%	64.0%	75.5%	87.6%	93.6%	101.0%
2021	7.1%	13.9%	20.3%	27.4%	33.0%	39.2%	53.3%	63.4%	71.7%	82.1%	88.9%	97.2%
2022	6.8%	13.5%	19.7%	26.7%	31.9%	38.4%	44.8%	50.5%	59.4%	70.3%	79.8%	87.6%
2023	6.9%	15.1%	24.7%	32.6%	39.1%	50.5%	61.9%	69.4%	81.8%	91.9%	99.2%	106.1%
2024	6.0%	13.7%	22.5%	29.2%	37.2%	46.0%	56.5%	68.2%	74.7%	81.8%	88.0%	96.4%
2025	9.5%	16.2%	23.0%	28.7%	34.8%	40.5%	47.5%	56.0%	62.3%	71.5%	77.9%	95.2%
2026	7.9%	15.0%	22.1%	28.4%	34.5%							