

Nicollet County Board of Commissioners Meeting



March 9, 2021

Nicollet County Government Center 501 South Minnesota Avenue, St. Peter, MN 56082

Commissioners – Terry Morrow, Chair; Jack Kolars; John Luepke; Marie Dranttel; Denny Kemp

9:00 a.m. Call Board of Commissioners Meeting to Order: Chair Morrow

1. Flag Pledge
2. Silence Your Cell Phones and Mute Microphones
3. Meeting Notice – MN Statute 13D.021
4. Approval of Agenda

Consent Agenda

1. [Approval of February 23, 2021 Board Minutes](#)
2. [End of Probations](#)
3. Approval of Bills

Public Appearances

9:05 a.m. Sheriff's Office

1. [Food Service Agreement with Consolidated Correctional Foodservice](#)

9:15 a.m. Chair's Report

Commissioner Committee Reports

Commissioners Meetings & Conferences

Approve Per Diems and Expenses

Adjourn Board of Commissioners Meeting

9:20 a.m. Call Drainage Authority Meeting to Order: Chair Morrow
Drainage Authority Agenda Items

1. Consent Agenda
 - a. [Approval of February 23, 2021 Drainage Authority Minutes](#)
2. [CD86A Improvement BID Recommendation](#)

Continued...

Vision Statement

Setting the standard for providing superior and efficient county government services through leadership, accountability and innovation to a growing and diverse society.

**Leadership. Efficiency. Accountability.
Innovation. Integrity.**

Mission Statement

Providing efficient services with innovation and accountability

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Notice of Scheduled Meetings

The following is a notice of scheduled meetings. Pursuant to Minnesota Statute 13D.04, this notice of meetings also serves as notice of regular and special meetings of the Nicollet County Board of Commissioners. Meetings with a quorum of Nicollet County Board of Commissioners expected to attend is noted with an asterisk (*).

NOTICE REGARDING NICOLLET COUNTY MEETINGS DURING THE COVID-19 PANDEMIC
Due to the COVID-19 (coronavirus) pandemic and resulting state and federal emergency declarations, these and future Nicollet County meetings will be conducted under Minnesota Statute 13D.021 – Meetings by Telephone or Other Electronic Means.

Questions or comments regarding any Nicollet County meeting and requests to participate in any meeting can be directed to Ryan Krosch, Nicollet County Administrator, at 507-934-7204 or rkrosch@co.nicollet.mn.us.

March 3 – SWCD Board Meeting, 8:30 a.m.

March 4 – Highway 169 Coalition Meeting

March 9 – County Board of Commissioners Meeting, 9 a.m., Virtual Meeting*

March 9 – County Drainage Authority Meeting, 9 a.m., Virtual Meeting*

March 10 – Region 9 Board of Directors Meeting, 4:30 p.m.

March 15 – Board of Adjustment and Appeals/Planning & Zoning Advisory Commission Meeting, 7 p.m., Nicollet County Board Room, St. Peter*

March 16 – Individual Department Head Meeting with Property & Public Services, 8:15 a.m., Virtual Meeting*

March 16 – County Board Workshop, 9:30 a.m., Virtual Meeting*

March 23 – County Board of Commissioners Meeting, 9 a.m., Virtual Meeting*

March 23 – County Drainage Authority Meeting, 9 a.m., Virtual Meeting*

March 25 – BNCHB Executive Committee Meeting, 8:15 a.m., Virtual Meeting

April 1 – Highway 169 Coalition Meeting

April 5 – Mankato Rehabilitation Center

April 13 – County Board of Commissioners Meeting, 9 a.m., Virtual Meeting*

April 13 – County Drainage Authority Meeting, 9 a.m., Virtual Meeting*

April 19 – Board of Adjustment and Appeals/Planning & Zoning Advisory Commission Meeting, 7 p.m., Nicollet County Board Room, St. Peter*

April 20 – Individual Department Head Meeting with Probation, 8:15 a.m., Virtual Meeting*

April 20 – County Board Workshop, 9:30 a.m., Virtual Meeting*

April 23 – BNCHB Full Board Meeting, 9:00 a.m., Virtual Meeting

April 27 – County Board of Commissioners Meeting, 9 a.m., Virtual Meeting*

April 27 – County Drainage Authority Meeting, 9 a.m., Virtual Meeting*

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OFFICIAL PROCEEDINGS OF THE
BOARD OF COUNTY COMMISSIONERS FOR
NICOLLET COUNTY, MINNESOTA
FEBRUARY 23, 2021

The Nicollet County Board of Commissioners met in regular session on Tuesday, February 23, 2021, at 9:03 a.m. Commissioners Denny Kemp, Jack Kolars, Marie Dranttel, Terry Morrow and John Luepke were present. Also present were County Administrator Ryan Krosch, County Attorney Michelle Zehnder Fischer and Recording Secretary Abigail Lewis.

The meeting was held via teleconference pursuant to Minnesota Statute 13D.021 due to the coronavirus pandemic. Zoom meeting technology was used to conduct the meeting. Chair Morrow, Administrator Krosch and Recording Secretary Lewis were in attendance at the County Board Room. All others participated via Zoom. The meeting was also video recorded.

Approval of Agenda

Motion by Commissioner Kemp and seconded by Commissioner Luepke to approve the agenda. Motion carried with all voting in favor on a roll call vote.

Consent Agenda

Motion by Commissioner Kemp and seconded by Commissioner Luepke to approve the consent agenda items as follows: February 23, 2021 Board Meeting minutes, approval of County Law Library Program Agreement, approval of the end of probation for Devron Havemeier, effective March 4, 2021, and Eliza Smith, effective February 24, 2021, and approval of the Commissioner Warrants as presented for the following amounts: General Revenue Fund - \$281,357.49, Road & Bridge Fund - \$43,675.76, Human Services Fund - \$173,826.14 and acknowledge review of the Auditor's Warrants. Motion carried with all voting in favor on a roll call vote.

Public Appearances

There were no public appearances.

At 9:06 a.m. Chair Morrow recessed the Board of Commissioners general meeting to open the Drainage Authority Meeting.

At 9:38 a.m. Chair Morrow called the Board of Commissioners general meeting back to order.

**Health and Human Services
COVID-19 Update**

Health and Human Services Director, Cassie Sassenberg, provided an update to the Board on the COVID-19 efforts by the Public Health team. As of 1:15 p.m. on February 22, 2021 Nicollet County was at 2,510 total COVID-19 cases, 42 COVID-19 related deaths and 59 currently active cases. Trends this week are related to school and sports

related activities. There is a slight increase in positive cases, but a large increase in the numbers of exposures or quarantines.

Inclement weather in the southern states has resulted in vaccine distribution warehouses being unable to ship to vaccine clinics, including those in Minnesota. Director Sassenberg did note that they received word that their shipments from last week and this week have shipped so they will be able to hold this week's vaccine clinics. Second dose clinics are happening more frequently now and next week there is a minimum of seven vaccine clinics scheduled. At this point second dose clinics are happening at the same time as first dose clinics.

Director Sassenberg stated that they continue to monitor clinic signups to cancel appointments that are not appropriately made.

In general Minnesota has had an increase in Pfizer vaccine availability as of recent. Director Sassenberg is working with the County Attorney's Office and Gustavus to complete a memorandum of understanding in order to use Gustavus' ultra-cold freezer and move it to our Nicollet County site for the duration of the pandemic. By having this freezer Nicollet County would be able to store Pfizer vaccine.

In total Nicollet County has distributed 1,444 first doses of vaccines distributed to healthcare workers, educators and child care providers. Phase 1A Priority 3 has been completed, although there are individuals who were unable to make it to clinics and they are still signing up. Currently, early education through grade 12 educators and childcare providers are being vaccinated. MDH is mandating that vaccine be used only for that population and that we do not move to any other population until that current count is completed.

A survey has been shared for future clinics with the 65 and older population. 485 surveys have been completed at this time. It is the hope to move to this population in the next few weeks.

Human Resources

Motion by Commissioner Kemp and seconded by Commissioner Luepke to move to a closed session for labor negotiations. Motion carried with all voting in favor on a roll call vote.

This portion of the meeting was closed for labor negotiations pursuant to MN Statutes Chapter 13D.03. Those present for the closed session were all County Commissioners, Administrator Krosch, Human Resources Director Jamie Haefner and County Attorney Zehnder Fischer.

At 10:09 a.m. Chair Morrow reopened the meeting to the public.

Motion by Commissioner Kemp and seconded by Commissioner Dranttel to approve the Law Enforcement Labor Services, Inc. Non Licensed Union Contract for 2021. Motion carried with all voting in favor on a roll call vote.

Administration

Administrator Krosch provided an overview on the reopening of the Government Center Building, stating the process went very smoothly and traffic has been steady.

Commissioner Committee Reports

The Commissioners reported on various meetings and activities including:

Commissioner Marie Dranttel

- Board Workshop
- Tri-County Solid Waste Meeting
- St. Peter Liaison Meeting
- Region 9 Revolving Loan Fund Meeting
- Our St. Peter Meeting
- Union Negotiations
- Food Access Network Committee Meeting

Commissioner Terry Morrow

- Board Workshop
- AMC Legislative Conference
- Tri-County Solid Waste
- St. Peter Liaison Meeting
- Community Liaison for the Regional Treatment Center
- Food Access Network Committee Meeting
- Adult Chemical Welfare Committee

Commissioner Denny Kemp

- Board Workshop
- Statewide Emergency Communications Finance Committee Meeting
- AMC Legislative Conference

Commissioner Jack Kolars

- Board Workshop
- Transportation Alliance
- CHS Personnel
- Greater Mankato Growth
- Traverse des Sioux Library Meeting
- AMC Legislative Conference
- Union Negotiations
- Minnesota Valley Action Council

Commissioner John Luepke

- Board Workshop
- AMC Legislative Conference

County Attorney Michelle Zehnder Fisher made note that jury trials are scheduled to resume on March 15, 2021. Other court proceedings will generally still be held remotely

until April. Attorney Zehnder Fisher also reminded everyone to be mindful of the multitude of scams occurring.

Approve Per Diems and Expenses

Motion by Commissioner Kolars and seconded by Commissioner Kemp to approve the expenses and per diems for the meetings noted above during the Commissioner Reports and/or as submitted on approved expense reports, and authorize payment of those expenses and per diems by the Finance Office. Motion carried with all voting in favor on a roll call vote.

Adjourn

The meeting adjourned at 10:20 a.m.

TERRY MORROW, CHAIR
BOARD OF COMMISSIONERS

ATTEST:

RYAN KROSCH
CLERK TO THE BOARD

Nicollet County Board of Commissioners
Board Meeting Agenda Item



Agenda Item: End of Probations		
Primary Originating Division/Dept.: Human Resources		Meeting Date: 03/09/2021
Contact: Jamie Haefner	Title: Human Res. Dir.	Item Type: Consent Agenda (Select One)
Amount of Time Requested	minutes	
Presenter: Jamie Haefner	Title: Human Res. Dir.	Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No
County Strategy: (Select One) Facilities and Space - preserve, maintain and build our assets		
BACKGROUND/JUSTIFICATION: Attorney's Office County Attorney Michelle Zehnder Fischer has requested the end of probation for Daniel Green, Assistant County Attorney, effective March 16, 2021.		
Supporting Documents: <input type="radio"/> Attached <input checked="" type="radio"/> In Signature Folder <input type="radio"/> None		
Prior Board Action Taken on this Agenda Item: <input checked="" type="radio"/> Yes <input type="radio"/> No If "yes", when? (provide year; mm/dd/yy if known)		
Approved by County Attorney's Office: <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A		
ACTION REQUESTED: Grant end of probationary status		
FISCAL IMPACT: Other (Select One) If "Other", specify		FUNDING County Dollars = Grant (Select One)
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:		Total

Nicollet County Board of Commissioners
Board Meeting Agenda Item



Agenda Item:		
Food Service Agreement with Consolidated Correctional Foodservice		
Primary Originating Division/Dept.: Sheriff's Office	Meeting Date: 03-09-21	
Contact: Dave Lange Title: Sheriff	Item Type: Regular Agenda (Select One)	
Amount of Time Requested 10 minutes		
Presenter: David Lange Title: Sheriff	Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No	
County Strategy: Financial Security - prudent use of taxpayer resources (Select One)		
BACKGROUND/JUSTIFICATION: <p>The Sheriff's Office will be switching providers of meals to the jail beginning May 1, 2021 under this agreement with Consolidated Correctional FoodService. They currently operate out of the Leo A. Hoffmann Center. The attached proposal contains the details of the agreement.</p>		
Supporting Documents: <input checked="" type="radio"/> Attached <input type="radio"/> In Signature Folder <input type="radio"/> None		
Prior Board Action Taken on this Agenda Item: <input checked="" type="radio"/> Yes <input type="radio"/> No		
If "yes", when? (provide year; mm/dd/yy if known)		
Approved by County Attorney's Office: <input checked="" type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A		
ACTION REQUESTED: County board approval of agreement with appropriate signatures of Board Chair and County Administrator		
FISCAL IMPACT: Included in current budget (Select One) If "Other", specify	FUNDING County Dollars = Grant (Select One)	
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:	Total	

FOOD SERVICE AGREEMENT

THIS FOOD SERVICE AGREEMENT (this "Agreement") is entered into this _____ day of March 2021, by and between Nicollet County Sheriff's Office, 501 S. Minnesota Avenue, St. Peter, MN 56082 (hereinafter referred to as "Client"), and Consolidated Correctional Foodservice, a division of Consolidated Management Company, (hereinafter referred to as "Consolidated").

WITNESSETH:

WHEREAS, Client is the owner and operator of the facilities located 501 S. Minnesota Avenue, St. Peter, MN (the "Facility"); and

WHEREAS, Consolidated is engaged in the business of operating restaurant and food service facilities; and

WHEREAS, Client wishes to retain Consolidated to provide inmate meal food service to the Facility, and Consolidated is willing to undertake such responsibilities, on the terms and subject to the conditions set forth herein.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual agreements made herein, and for other good and valuable consideration, the parties hereby agree as follows:

1. Operation of Facilities; Access: For the Term of this Agreement and subject to the conditions set forth in this Agreement, Client hereby engages Consolidated as its exclusive food service provider for the breakfast, lunch, and dinner inmate meals at the Facility. Client and its authorized representatives shall provide Consolidated with access to the Facility during business hours and reasonable access to the Facility during non-business hours in order for Consolidated to perform its services hereunder.
2. Term; Termination:
 - 2.1. Term; Termination for Convenience. Unless earlier terminated as set forth in this Agreement, the initial term of this Agreement (the "Initial Term") shall begin on or about May 1, 2021, and shall continue until June 30, 2022, and, following the expiration of the Initial Term, this Agreement shall automatically renew for successive one-year periods. At any time during the Term (defined below) either party may terminate this Agreement, with or without cause, by providing the other party written notice of termination no less than thirty (30) days. The Initial Term and any subsequent term of this Agreement, if any, shall hereinafter be collectively referred to as the "Term".
 - 2.2. In the event that Client becomes dissatisfied with Consolidated's performance of its services hereunder, Client shall immediately notify Consolidated thereof, and the parties shall work together in good faith to resolve any issues Client has identified. Unless the parties mutually agree otherwise, while the parties are attempting to resolve Client's concerns with Consolidated's performance hereunder, both parties shall continue to perform their obligations under this Agreement in accordance with the terms hereof.
 - 2.3. Breach. Each of the following events shall constitute a breach of this Agreement:
 - (a) subject to the provisions of Section 2.2, a party materially breaches an obligation, covenant or condition set forth herein and fails to cure such breach within 10 days (or, to the extent the nature of the breach requires a longer cure period and

the defaulting party actively pursues a cure of such a breach, such longer period as reasonably agreed upon by the parties) after the receipt of written notice thereof from the non-defaulting party; or

(b) a party commences a voluntary case or other proceeding seeking liquidation, reorganization or other relief under any bankruptcy, insolvency or similar law, or makes a general assignment for the benefit of creditors, or has an involuntary case or other proceeding instituted against it seeking similar relief.

2.4. Parties' Rights Upon Breach. Subject to an applicable cure period, if any, upon the occurrence of a breach of this Agreement, and at any time thereafter so long as the same shall be continuing, the non-defaulting party may declare, at its option, this Agreement to be in default and (a) may immediately terminate this Agreement without any liability whatsoever, (b) may seek enforcement by appropriate court action of the terms hereof and recover damages for the breach hereof, (c) may exercise any other right or remedy available to it under law or in equity and (d) may seek any permitted combination of such remedies. No remedy is intended to be exclusive, but each shall be cumulative, and the exercise of any such remedy shall not preclude the simultaneous or later exercise of any other remedy.

2.5. Termination in General. In the event of termination of this Agreement, Consolidated shall cease performing all services hereunder and Client shall promptly pay to Consolidated all amounts due hereunder for services performed by Consolidated hereunder prior to the effective date of such termination, including any and all cancellation fees or other costs incurred by Consolidated directly related to the termination of this Agreement incurred prior to and including the effective date of termination.

3. Terms of Proposal Incorporated; Client's Maintenance Obligations:

3.1. The terms and conditions set forth in the contract proposal between the parties hereto dated January 18, 2021, (the "Proposal"), are incorporated by reference.

3.2. In addition to such adoption by reference, and not in conflict therewith, but in keeping with the specific agreement of the parties hereunder, the parties agree that the following changes are hereby made to the terms of the Proposal:

(a) Page 12, First Paragraph: The initial contract term shall be for a period of fourteen (14) months beginning May 1, 2021. Either party retains the ability to terminate the contract, during the term, upon thirty (30) days written notice.

(b) Page 12, Second Paragraph: In the event New Horizon Foods/Consolidated intends to discontinue the Leo A. Hoffmann Center foodservice program or Leo A. Hoffmann Center gives New Horizon Foods/Consolidated notice that it intends to discontinue its contract with New Horizon Foods/Consolidated, Consolidated shall give Client notice of said discontinuation within forty-eight (48) hours of Consolidated receiving said notice or New Horizon Foods/Consolidated giving such notice to Leo A. Hoffmann Center.

(c) Page 12, Statements, Payment, Audit, File Retention: Consolidated's books, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Agreement are subject to the examination, duplication, transcription and audit by the Client and either the legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized

representative, if federal funds are used for any work under this Agreement. Consolidated agrees to maintain such evidences for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress required a longer retention period.

- 3.3. If any conflict arises between this Agreement and the Proposal, the terms of this Agreement shall govern.
- 3.4. The premises, equipment, offices, and utilities at the Facility owned by the Client shall be serviced and kept by Client in a good workmanlike manner, in a safe operating condition, and further shall be maintained, replaced, and/or repaired to ensure continued fitness for their particular and intended purposes. Equipment owned by Consolidated shall be serviced and kept in a good workmanlike manner, in a safe operating condition, and further shall be maintained, replaced and/or repaired to ensure continued fitness for their particular and intended purposes. If Consolidated determines, in its sole discretion, that any equipment provided by Client has become inoperative, hazardous, or inefficient to operate, Consolidated shall notify Client thereof, and Client shall have ten (10) days after receipt of the notice from Consolidated to repair or replace such deficient equipment. If Client fails to repair or replace such equipment within the ten (10) day period, Consolidated shall have the right to effect the repairs or replacements at the expense of Client. In addition to paying or reimbursing Consolidated for the repair/replacement as contemplated above, Client shall, if applicable, also pay any and all additional expenses (such as costs of paper products, ice, purchased prepared product, etc.) incurred by Consolidated as a result of the equipment deficiency during the period that the equipment is inoperable.

4. Confidentiality; Proprietary Information and Marks; Non-solicitation:

- 4.1. Protection of Proprietary Information. "Proprietary Information" means all non-public or proprietary documentation, reports, financial or other data, records, forms, technical knowledge, marketing plans, trade secrets, menus, recipes, promotional items, and management training programs and other proprietary or confidential materials and information of Consolidated obtained by Client from Consolidated under this Agreement, whether tangible or intangible and whether or not stored, compiled, or memorialized physically, electronically, graphically, in writing, or by any means now known or later invented. Proprietary Information includes, without limitation, records and information that have been marked as proprietary or confidential as well as information that, due to its character and nature, a reasonable person under like circumstances would treat as confidential. Notwithstanding the foregoing, Proprietary Information does not include information that: (i) is or becomes publicly known through no wrongful act or failure of Client; (ii) was in Client's possession or known by Client prior to receipt from Consolidated, as established by documentary evidence; or (iii) is received by Client from a third party that is not under and does not thereby breach an obligation of confidentiality. Client agrees to protect the Proprietary Information at all times and in the same manner as it protects the confidentiality of its own proprietary and confidential materials, but in no event with less than a reasonable standard of care. Client agrees not to use the Proprietary Information except for purposes of this Agreement and, subject to Section 4.2, shall not disclose or permit access to Proprietary Information other than to its employees and officers pursuant to this Agreement. Client will return to Consolidated the Proprietary Information and all copies thereof when Consolidated requests the same or immediately upon termination of this Agreement, whichever occurs earlier.

- 4.2. Disclosure Pursuant to Law. If Client or any of its representatives is required under Chapter 13 of the Minnesota Statutes, the Minnesota Data Practices Act to disclose any Proprietary Information, Client shall, before such disclosure, notify Consolidated of such requirements so that Consolidated may seek a protective order or other remedy, and Client shall reasonably assist Consolidated therewith. If Client remains legally compelled to make such disclosure, it shall: (a) only disclose that portion of the Proprietary Information Client is required to disclose; and (b) use reasonable efforts to ensure that such Proprietary Information is afforded confidential treatment.
- 4.3. Ownership of Proprietary Information; Non-Infringement. Consolidated owns all rights to the Proprietary Information. Nothing herein is deemed to convey to Client any rights to the Proprietary Information. Client agrees that it will not in any way infringe upon or appropriate any of the Proprietary Information, either during the Term of this Agreement or at any time thereafter.
- 4.4. Proprietary Marks: Client acknowledges that Consolidated's names, artwork, logos, service marks, trademarks, trade dress, trade names, symbols, copyrights or other proprietary marks, whether or not registered by Consolidated, are proprietary marks of Consolidated, and Client will not use Consolidated's proprietary marks for any purpose except as expressly permitted in writing by Consolidated. Consolidated acknowledges that Client's names, artwork, logos, service marks, trademarks, trade dress, trade names, symbols, copyrights or other proprietary marks, whether or not registered by Client, are proprietary marks of Client, and Consolidated will not use Client's proprietary marks for any purpose except as expressly permitted in writing by Client.
- 4.5. Non-Solicitation.
- (a) During the Term and for two (2) years following termination of this Agreement, Client shall not solicit to hire, hire, or contract for any capacity or position, any of Consolidated's current or past management level, sales representative, Regional Manager, Foodservice Director, manager, director or officer personnel.
- (b) The ability of Consolidated to remain competitive depends upon the knowledge and effectiveness of its management personnel trained by Consolidated with regard to the proper use of the Proprietary Information and the overall management of a food service facility like the Facility. Client agrees that a violation of this non-solicitation restriction would cause irreparable damage to Consolidated. In the event that Client breaches the terms of this non-solicitation restriction, Client shall pay Consolidated two (2) times the annual salary of the applicable employee that is in effect at the time of Client's breach of this non-solicitation restriction.
- 4.6. Injunctive Relief. Client acknowledges that Consolidated has expended an extensive amount of corporate resources in the research and development of its Proprietary Information and training of its employees, and Consolidated considers the Proprietary Information and its personnel to have qualities which set Consolidated apart from its competitors. Therefore, Client agrees that a violation of this Section 4 would cause irreparable damage to Consolidated, which could not adequately be remedied with money damages. Therefore, if there is a violation of any of the terms of this Section 4, the parties agree that in addition to any other damages available to Consolidated at law, Consolidated may obtain injunctive relief against Client.

5. Billings and Payment:

- 5.1. Invoicing. Consolidated operates on an accounting period that is four (4) weeks long, with thirteen (13) of such accounting periods constituting an accounting year.

Following the end of each accounting period, Consolidated shall submit an invoice to Client for any monies owed hereunder by Client to Consolidated for such accounting period. All payments due hereunder shall be paid by Client at the address set forth on the invoice. Consolidated can accept partial payments without waiving any of its rights under this Agreement.

- 5.2. Payment. Client shall pay Consolidated within fifteen (15) days after receipt of the statement and/or any other billings. Any billings outstanding for more than thirty (30) days will be considered past due. Past due billings will be assessed a finance charge at the lower of (a) one and one half (1 ½) percent per month or (b) the highest lawful rate of interest, calculated from the date such amount was due until the date full payment is received by Consolidated. Failure by Client to make timely payments shall be a breach of this Agreement.
6. Change in Conditions. The financial terms set forth in this Agreement, and all other obligations assumed by Consolidated hereunder, are based on conditions in existence on the date Consolidated commences operations including, without limitation, sales levels; population; labor costs; food and supply costs; and federal, state and local sales, use and excise taxes (the "Conditions"). Client acknowledges that in connection with the negotiation and execution of this Agreement, Consolidated has relied upon Client's representations regarding existing and future conditions (the "Representations"). In the event of change in the Conditions, inaccuracy of the Representations, or if Client requests any significant change in the Services as provided under this Agreement, the financial terms and other obligations assumed by Consolidated shall be renegotiated on a mutually agreeable basis to reflect such change or inaccuracy. In the event that the parties cannot agree upon updated terms, then Consolidated shall have the option to terminate this Agreement upon thirty (30) days' written notice to Client.
7. Insurance. During the Term, Consolidated shall obtain and maintain insurance as set forth in the Proposal.
8. Attorney's Fees: In the event of a breach of this Agreement by either party, the non-prevailing party shall pay all reasonable attorney's fees and collection fees and costs of the prevailing party incident to any action brought to enforce this Agreement. In the event Client fails to pay Consolidated any amounts which become due under this Agreement, or fails to perform its obligations hereunder, and Consolidated refers such matter to an attorney, Client agrees to pay, in addition to all amounts due, any and all costs incurred by Consolidated as a result of such action, including, reasonable attorneys' fees incurred in connection therewith.
9. Excused Performance: Neither party hereto shall be liable to the other for any loss or damage due to its failure to perform or delay in performance hereunder to the extent such performance is delayed or prevented by contingencies beyond such party's reasonable control including, but not limited to, strikes, riots, compliance with laws or governmental orders, pandemics, fires, floods, earthquakes, terrorism, acts of God or any other cause beyond the reasonable control of such party, and such failure shall not constitute a breach of this Agreement.
10. Limitation on Liability and Damages: Consolidated shall have no liability with respect to any work product created or delivered by Consolidated under this Agreement to the extent Client (or any of its employees, agents, or subcontractors) modifies such work product, contracts directly with a third party for any portion of the services to be provided by Consolidated hereunder, or fails to follow the recommendations provided by Consolidated.

NEITHER CONSOLIDATED NOR CLIENT WILL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES OR FOR ANY LOST PROFITS OR SALES, REGARDLESS OF THE TYPE OF CAUSE OF ACTION, AND EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.

THE AGGREGATE LIABILITY OF CONSOLIDATED RELATING TO OR ARISING FROM THIS AGREEMENT AND FOR ANY AND ALL CAUSES OF ACTION SHALL NOT EXCEED THE AMOUNT PAID BY CLIENT TO CONSOLIDATED HEREUNDER DURING THE SIX-MONTH PERIOD IMMEDIATELY PRIOR TO THE OCCURRENCE OF THE EVENT GIVING RISE TO THE CLAIM. THIS SECTION SHALL NOT APPLY TO ANY TORT LIABILITY BASED ON GROSS NEGLIGENCE OR WILLFUL MISCONDUCT RESULTING IN PHYSICAL DAMAGE TO TANGIBLE PROPERTY OR PERSONAL INJURY OR DEATH.

11. Warranty Disclaimer: THE EXPRESS WARRANTIES AND EXPRESS REPRESENTATIONS SET FORTH IN THIS AGREEMENT ARE IN LIEU OF, AND EACH PARTY DISCLAIMS, ANY AND ALL OTHER WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN), INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT SUCH PARTY KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, OR BY COURSE OF DEALING. IN ADDITION, EACH PARTY EXPRESSLY DISCLAIMS ANY WARRANTY OR REPRESENTATION TO ANY PERSON OTHER THAN THE OTHER PARTY.
12. Notices: Any notice required or desired to be given with respect to this Agreement shall be in writing and shall be deemed effectively given: (i) upon personal delivery to the party to be notified, (ii) when sent by confirmed electronic mail or facsimile if sent during normal business hours of the recipient, and if not, then on the next business day, (iii) five (5) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (iv) one (1) business day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt, in each case sent to or made at the addresses written below or to such e-mail addresses, facsimile numbers or addresses as subsequently modified by written notice given in accordance with this Section.

If to Client:

Sheriff David Lange
Nicollet County Sheriff's Office
501 South Minnesota Ave
PO Box 117
St. Peter, MN 56082
Fax: 507.934.7169
Email: dave.lange@co.nicollet.mn.us

If to Consolidated:

Consolidated Management Company
2670 106th Street, Suite 140
Des Moines, IA 50322
Fax: 515-254-0394
E-mail: info@consolidatedmngmt.com

13. Independent Contractors:

13.1. The parties agree that Consolidated is an independent contractor under this Agreement, and nothing in this Agreement will be construed as being inconsistent with that status or any joint employer relationship, partnership or joint venture between Client and Consolidated.

13.2. Client has a non-employer relationship with Consolidated employees and as such has no authority and will not participate in hiring, firing, promotion, demotion or disciplinary decisions with regards to the Consolidated employees. Further, Client will not be responsible for supervising work performed, payment of wages, employment benefits, workers' compensation insurance, or qualified retirement plans. Client will not provide or be responsible for training of Consolidated employees. Consolidated explicitly accepts these employer responsibilities. The parties specifically agree that they do not intend to create, and are not creating, a joint employment arrangement under the Fair Labor Standards Act (FLSA) , the Migrant and Seasonal Agricultural Worker Protection Act (MSPA), or any other state or federal statute or regulation.

13.3. Client may periodically inspect the Facility to ensure quality and safety standards are being met.

14. **SUBCONTRACTING AND ASSIGNMENTS**

Consolidated shall not enter into any subcontract for performance of any of the services contemplated under this contract nor assign any interest in the contract without the prior written approval of Client and subject to such conditions and provisions as Client may deem necessary. Consolidated shall be responsible for the performance of all subcontractors.

15. Legislative, Regulatory or Other Mandated Changes: If any federal, state or other governing body mandates any legislation, regulation, executive order, or change that would change Consolidated's cost of doing business with the Client, (such as, but not limited to, increasing the minimum wage, enactment or application of any "living wage" or "prevailing wage", or mandatory parental leave with pay) then Consolidated will adjust the agreement to offset the cost of such legislation, regulation, executive order, or mandate at the time said change takes effect unless some other arrangement can be mutually agreed upon with the Client.

16. Mobile Food Vendors: Client agrees to prohibit mobile food vendors (Food Trucks) access to the facility premises during the hours Consolidated is operating the facility cafeteria.

17. Binding Effect: The terms of this Agreement shall be binding on the successors and assigns of the parties.

18. Headings: The headings of sections and paragraphs herein included are solely for convenience of reference and shall not control the meaning or interpretation of any of the provisions of this Agreement.

19. Waiver of Breach: Any waiver by either party of compliance with any provision of this Agreement by the other party shall not operate or be construed as a waiver of any other provision of this Agreement or of any subsequent breach by such party of any provision of this Agreement. No waiver by Consolidated shall be valid unless in writing and signed by President or Chief Financial Officer of Consolidated.

20. Law Governing; Venue: The terms of this Agreement shall be governed by the laws of the State of Minnesota, without regard to the conflict of laws provisions. The parties agree that any action pertaining to or arising out of this Agreement shall be brought exclusively in the courts located in the county of Nicollet, State of Minnesota.
21. Severability: If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
22. Survival: The provisions of Sections 2.3, 2.4, 4, 5, 6 and 8-21 shall survive the termination of this Agreement.
23. Nondiscrimination: During the performance of this Agreement, the Consolidated agrees that no person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed, sexual orientation or national origin be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable federal and state laws against discrimination.
24. Indemnity: Consolidated shall defend and indemnify, and hold the Client, their elected officials, officers, agents, and employees harmless from any claims, damages, costs, or liabilities in connection with this Agreement and all activity related thereto, including the costs of defense and reasonable attorney fees, and shall pay any judgment, settlement or arbitration award obtained or rendered as a result of such activities.
25. Entire Agreement: This Agreement and the Proposal contain the entire understanding and agreement between the parties, and the parties agree that no representations, documents, promises or agreements, oral or otherwise, trade usage, or course of conduct between the parties not embodied herein will be of any force or effect. This Agreement and the Proposal supersede any prior agreements, commitments, and obligations between the parties, and any such prior agreement, commitment or obligation is hereby canceled and of no further force and effect.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned have executed this Food Service Agreement as of the date first above written.

NICOLLET COUNTY SHERIFF'S OFFICE

By: _____

Printed Name: _____

Title: _____

CONSOLIDATED CORRECTIONAL FOODSERVICE

By: _____

Printed Name: Dominic H. Trader

Title: President

NICOLLET COUNTY BOARD CHAIR

By: _____

Printed Name: _____

Title: _____

NICOLLET COUNTY ADMINISTRATOR

By: _____

Printed Name: _____

Title: _____

January 18, 2021

Sheriff David Lange
Nicollet County Sheriff's Office
501 S. Minnesota Ave
St. Peter, MN 56082

Sheriff Lange:

Thank you for working with us in finding a solution to your inmate meal service program. We have worked diligently to provide an alternative to your current program that saves you money; utilizes a St. Peter facility; and provides satisfying, quality meals.

In the following document we present our approach to meeting your specific needs and expectations. Highlights include:

- **Meals provided from the kitchen at the Leo A. Hoffmann Center in St. Peter**
- **Menus will include a cold breakfast and lunch, and a hot dinner. A sample menu is included at the end of this proposal. Arrangements will be made for Nicollet County to sample meals at the Leo A. Hoffmann Center.**
- **Hot dinner delivered to the jail at 5:00 PM along with cold breakfast and cold lunch for the following day**
- **Additional refrigeration at the County jail provided by Consolidated**
- **Regional Manager oversight; abundant back-up support nearby**
- **And annual savings to the County of **\$12,600!** See rate page 10 for details.**

We believe our proposal provides the County with a locally-sourced foodservice program, at a lower cost, without sacrificing quality or service.

Best regards,

Wendy S. Silver
Chief Business Services Officer



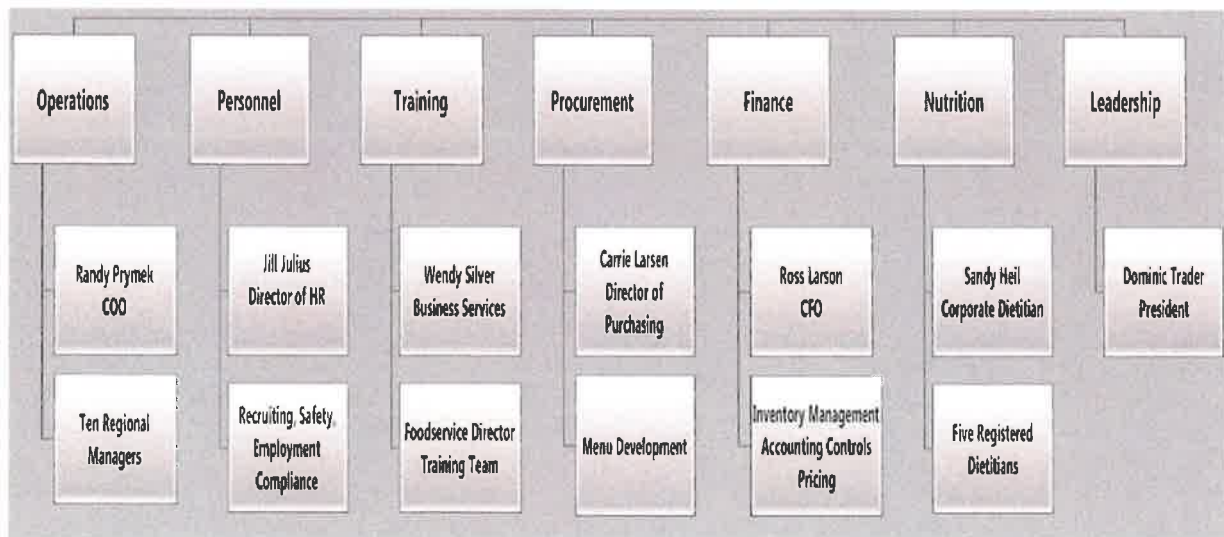
CONSOLIDATED DELIVERS TO NICOLLET COUNTY

Why Us?



How We Will Support You!

We provide an experienced staff of managers, chefs, dietitians, and food safety experts to create operational support, financial controls and top-quality foodservice for our customers

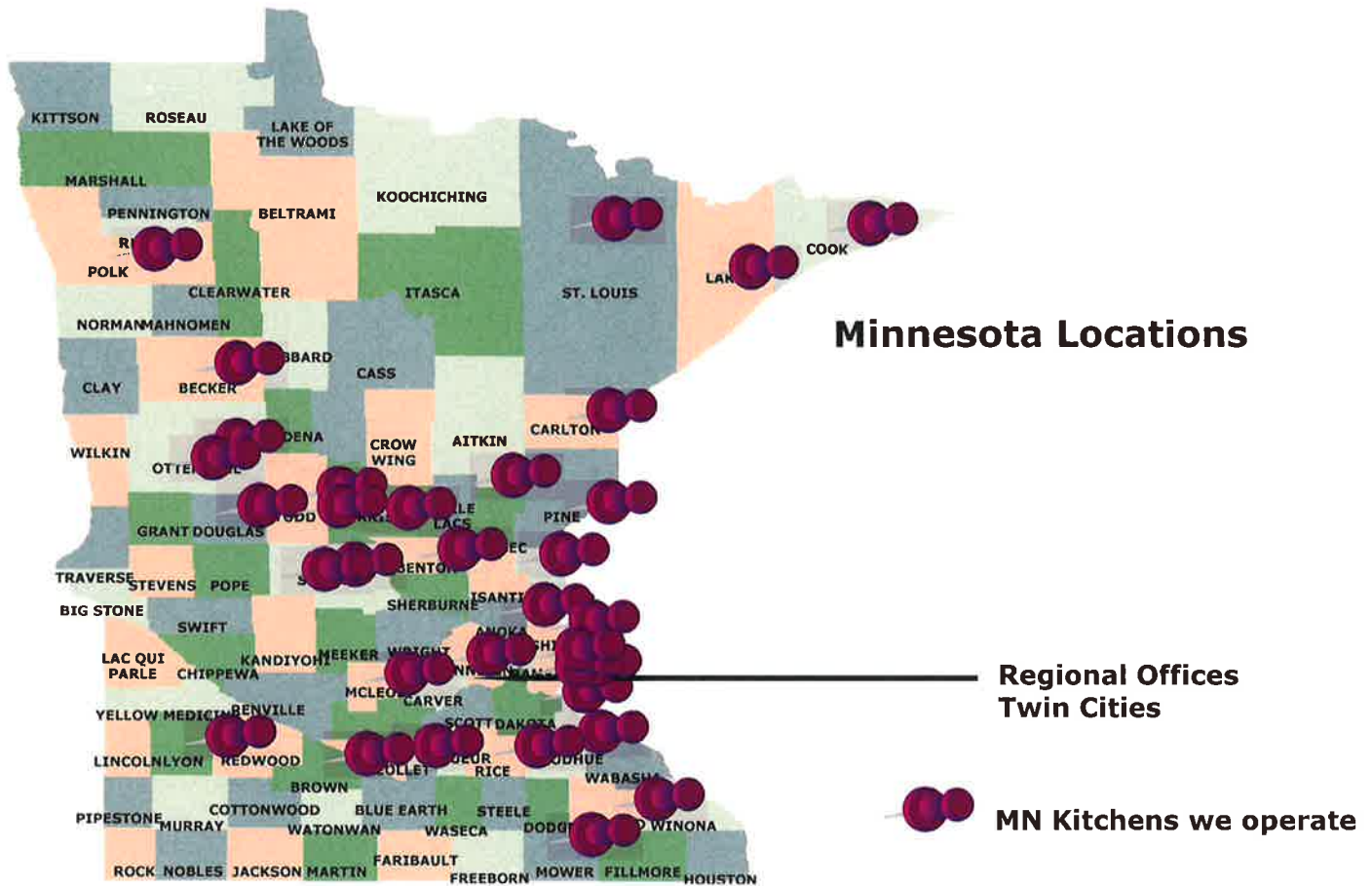


- Fully outsourced food service partner
- Foodservice provided from St. Peter facility
- Meals that satisfy inmates' appetites
- Lower cost program



Consolidated Operated Kitchens

Abundant Back-up Support



Our Commitment to You

In choosing a program, please consider our commitments to You:

1. Consolidated Correctional Foodservice will join with our New Horizon Foods brand providing meals at the Leo A. Hoffmann Center in St. Peter.
2. Consolidated provides tasty, nutritious meals for a yearly average of 15 inmates, operating with a 4 week cycle, 2400 minimum calorie menu with a cold breakfast, cold lunch and hot dinner (copies included) that meets the MN2911 standards. Special dietary needs requested will be met.
3. Consolidated will deliver all three meals between at 5-5:30PM daily.
4. Consolidated will provide special holiday meals at no added expense to the County.
5. Consolidated will provide high level ongoing support, training and supervision.
6. Consolidated is focused on establishing and maintaining a cooperative, collaborative partnership with you.
7. Consolidated is committed to following the established County policy to resolve any inmate complaints, keeping you informed of any issue.
8. Sanitation is of utmost importance. Consolidated and New Horizon Foods has a daily detailed cleaning schedule developed for your specific account.
9. Consolidated is committed to being a foodservice management company that provides quality in the areas of cost, value, consistency, choice, variety, adaptability and customer service.



Roles and Responsibilities

Consolidated provides:

- ✓ All food stuffs, labor, cleaning supplies, and disposable trays
- ✓ Daily delivery of meals in Consolidated van
- ✓ Additional refrigeration at the jail
- ✓ Meal planning, preparation and service
- ✓ General supervision
- ✓ Catering license and vehicle sanitation inspection
- ✓ Bookkeeping and payroll, insurance, permits, and licenses

Nicollet County provides:

- ✓ Access to delivery dock for daily delivery
- ✓ Space for additional refrigeration
- ✓ Trash Removal
- ✓ Team Member Background Check



Emergency Preparedness

Staff Contingency Plan

Keep on file contact information for all staff, Regional Manager, and Chief Operating Officer

Maintain Standard Operating Procedures form with vendors, food delivery schedules, staff schedules, passwords, and other pertinent information at both the Unit and Consolidated's home office.

Identify chain of command if Foodservice Director becomes unavailable

Identify back-up staff from other nearby accounts, previous employees, temp agencies

If system-wide health emergency (i.e. Pandemic), create cooking plan and review with main client contact should client staff need to prepare meals

Review and or train new staff on safe food handling

Sample Breakfast Menu

Fresh Fruit
Cold Cereal
Orange Drink
Bread/Butter/Jelly
Milk

Food and Supplies Contingency Plan

Maintain two-week inventory of emergency menu items at all times

Maintain special diet conversion menus for inmates with special dietary needs (low-sugar, low-salt, soft foods)

Before using emergency stock, existing perishable stock will be used first until supplies are exhausted

Maintain two-week supply of paper goods and disposable service ware.

Maintain supply of hand sanitizers and sanitizing wipes in event of water shortage or unavailability

Sample Lunch/Supper Menu

Tuna Sandwich
Canned Fruit
Canned Vegetable
Cookies
Cold Beverage



Regional and Corporate Oversight

GILBERT VILLAS BIOGRAPHY REGIONAL MANAGER

Education

Hotel Restaurant Management, Parkland College, Urbana, IL

Summary

ServSafe | Extensive knowledge of HACCP and infection control standards | Comprehensive understanding of Department of Health requirements for food service | Higher Education Dining | Healthcare Dining | Process Management | P&L Management | Sales | Operational Excellence

Prior Experience

22 years' experience in contract food service management in correctional, higher education and senior living as a Food Service Director, District Manager, and Regional Manager. Skilled at creating and executing comprehensive and integrated operational strategies to support food services. Recognized for ensuring consistency and customer service excellence.

Leadership Philosophy // Strengths

Strategic leader driving value for the organization by implementing practices to ensure the attainment of business objectives via effective execution of operations and financials. Recognized for creation and implementation of innovative service improvement solutions and exceptional client satisfaction. **Identify areas of improvement and enhance performance** by aligning daily operations with business strategies. Positively impacts profitability and efficiency via staff performance improvement and cost reduction.

RANDY PRYMEK BIOGRAPHY CHIEF OPERATING OFFICER

Summary

Thirty-five years' experience in the food service industry with thirty years in contract services dining. Joined Consolidated Management in 2011. Randy oversees and directs the activities of the Regional Managers according to Consolidated Management Company's prescribed way in order to retain the contracts, promote future growth of new business through operational excellence, and provide a positive work environment for all the operational team members.

Prior Experience

Experience focused in Higher Education Dining Management throughout the United States with Sodexo and Compass Group. Also managed multiple Military Base Dining locations across the Eastern Seaboard and Southern United States. Operated successful operations focusing on customer satisfaction and client relationships; brand management, operations training, and budget goals.

Leadership Philosophy // Strengths

A team player that believes in hearing each team member voice and including this vital information in decision making process. Ability to pull teams together, access tasks and ultimately provide successful results



CONSOLIDATED DELIVERS TO NICOLLET COUNTY

Our Business Plan



Rates

Meal Plan 2400 Minimum Calorie Menu Cold Breakfast / Cold Lunch / Hot Dinner

Included in your rates:

	<u># of Inmates</u>	<u>*Rate per Meal</u>
• All food costs, kitchen management and labor, employee benefits and uniforms	10-14	\$6.50
	15-19	\$4.93
	20-24	\$4.18
• Dietician approved menus	25-29	\$3.74
	30-34	\$3.35
• Regional Manager regular visits and daily support		
• Centralized accounting to ensure accurate billing		
• Office equipment and supplies		

Annual Savings

2020 Food Service Cost (15 adp)	\$93,600
Above proposal: \$4.93 x 15 adp x 3 x 365	\$80,975

Savings \$12,625

If the inmate count drops below 10 inmates per meal, Consolidated will invoice the Client for a minimum of 10 meals at the 10-14 meal rate.

*Rates quoted will remain valid for the first 12 months of the contract assuming the contract is executed no later than 90 days after date of proposal



Financial Overview

At Consolidated we try to meet our clients' needs from menus to budgets. The financial terms set forth in this proposal, and all other obligations assumed by Consolidated hereunder, are based on conditions in existence on the date Consolidated commences operations including, without limitation, population; labor costs; food and supply costs; and federal, state and local sales, use and excise taxes (the "Conditions"). Further, Client acknowledges that in connection with the negotiation and execution of this Agreement, Consolidated has relied upon Client's representations regarding existing and future conditions (the "Representations"). In the event of change in the Conditions, inaccuracy of the Representations, or if Client requests any significant change in the Services as provided under this Agreement, the financial terms and other obligations assumed by Consolidated shall be renegotiated on a mutually agreeable basis to reflect such change or inaccuracy.

If the assumptions made reflect reality, then the rates quoted will remain valid for the first 12 months of the contract assuming the contract is executed no later than 90 days after date of proposal.

Annual rate increase will be determined by the CPI* increase percentage for one year as of date of contract.

We pledge to negotiate all issues in good faith.

*As a clarification, the CPI refers to the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index and uses Table 1. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average. Food away from home.



Contract Period and Business Terms

Contract start date will be determined by the County. The initial contract term shall be for a period of three (3) years and run concurrent with the foodservice contract at Leo A. Hoffmann Center. Following the expiration of the Initial Term, the contract will automatically renew for successive one-year periods unless either party provides the other party notice of termination no less than thirty days prior to the end of the then-current term. (The current Leo A. Hoffman contract is valid through June 30, 2024.)

If New Horizon Foods discontinues the Leo A. Hoffmann Center foodservice program for any reasons and at any time, the foodservice program between Consolidated Correctional Foodservice and Nicollet County Jail will cease concurrent with the ending of the Leo A. Hoffmann Center foodservice program.

Statements, Payment, Audit, File Retention

Within fifteen (15) days following the close of the accounting period, Consolidated shall provide the County a statement covering that period. The County shall pay Consolidated all amounts due within fifteen (15) days after receipt of the statement.

On request of the County officials, Consolidated shall meet and review the operating statement, explain deviations, discuss problems, and mutually agree on courses of action to improve the results of the required services included in this contract. Operating statement adjustments required as a result of review and/or audit shall be identified and reflected on the next period statement.

Consolidated shall keep in a safe place all financial records and statements pertaining to the operations of the County facility for a period of three (3) years from the close of each year's operations. No additional charge will be made for meals consumed by regular Team Members of Consolidated.

Permits, Bonds, Licenses and Taxes

Consolidated shall be financially responsible for obtaining all required permits, licenses and bonds to comply with pertinent municipal, State and Federal laws and assume liability for all applicable taxes including but not restricted to sales and property



Insurance

Consolidated will furnish a certificate of insurance showing policy amounts. The insurance will be charged as a direct cost of the operation. Consolidated shall maintain during the life of the contract Worker's Compensation, comprehensive general liability, and comprehensive automobile liability insurance.

1. Insurance Type

a. Worker's Compensation (including Employer's Liability)

Each accident	\$1,000,000
Disease-Policy Limit	\$1,000,000
Disease-Each Employee	\$1,000,000

b. Comprehensive General	<u>Each Occur</u>	<u>Aggregate</u>
Bodily Injury Liability	\$1,000,000	\$2,000,000
Property Damage		

c. Comprehensive Automobile	\$1,000,000
(Including owned and Non-owned Auto)	

d. Umbrella Liability	\$15,000,000
-----------------------	--------------

2. These policies shall contain a covenant requiring thirty (30) days written notice to the County before cancellation, reduction or other modifications of coverage.

3. In the event that Consolidated fails to maintain and keep in force the insurance and Worker's Compensation as herein provided, the County shall have the right to cancel and terminate the established contract forthwith and without notice. Consolidated shall advise each inquiring agent to automatically renew all policies when coverage requirements are revised.

4. The County shall bear the full responsibility for all risk of loss from equipment damage, including that owned or leased by the County and money or product loss resulting from vandalism, theft, and equipment.



CONSOLIDATED DELIVERS TO NICOLLET COUNTY

Our References



References

*Below are references for correctional facilities where we currently provide foodservice.
Additional references available upon request.*

Carlton County Sheriff's Office
Carlton, MN
Paul Coughlin, Jail Administrator
Paul.coughlin@co.carlton.mn.us
218.384.9537

Chisago County Sheriff's Office
Center City, MN
Jonathan Gray, Jail Administrator
Jonathan.gray@chisagocounty.us
651.213.5765

Brown County Sheriff's Office
New Ulm, MN
Steve Appel, Jail Administrator
Steve.appel@co.brown.mn.us
507.233.6767

Mower County Sheriff's Office
Austin, MN
James Brown, Jail Administrator
Jamesb@co.mower.mn.us
507.437.9426



Client Testimonials

"We are very satisfied with Consolidated's performance. Our food manager by far excels above any manager we have had in the past. Consolidated communicates well, and takes care of any issues that arise in a timely manner."

Chad Hunt, Lieutenant
Buffalo County Jail
(120 inmates)
Kearney, NE
308.293.3726



"The staff and the owner at Consolidated are top notch to work with. If you asked me to say something negative about them, I couldn't. If there is ever an issue it is dealt with immediately by them. Their staff here at my Sheriff's Department go above and beyond what is expected. To put it very simply, I plan on being sheriff for quite a few more years, and I plan on them being a partner here as long as I'm Sheriff."



Sheriff Chip Meister
Sauk County Law Enforcement Center
(450 inmates)
510 Broadway, Baraboo, WI 53913
608-355-3201

"Consolidated has been a very good partner with the Marshall County Jail for close to twenty years. They are quick to respond and are willing to do what is necessary for us to have a successful food service program. We appreciate their dedication and willingness to adapt to our needs. A great company with great customer service."

Major Patrick White
Chief Jail Administrator
Marshall County Jail (160 inmates)
2369 Jessup Avenue
Marshalltown, IA 50158
641-754-6380



CONSOLIDATED DELIVERS TO NICOLLET COUNTY

Our Menus



Nicollet County Jail Menu



WEEK ONE

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
BREAKFAST						
Juice of day 4 oz-15g Cold cereal-1 c 20 g Bread 2 sl 30g Jelly Milk 1c 15 g FRUIT 1 pc 15 g	Juice of day 4 oz-15g Cold cereal-1 c 20 g Bread 2 sl 30g Jelly Milk 1c 15 g FRUIT 1 pc 15 g	Juice of day 4 oz-15g Cold cereal-1 c 20 g Bread 2 sl 30g Jelly Milk 1c 15 g FRUIT 1 pc 15 g	Juice of day 4 oz-15g Cold cereal-1 c 20 g Bread 2 sl 30g Jelly Milk 1c 15 g FRUIT 1 pc 15 g	Juice of day 4 oz-15g Cold cereal-1 c 20 g Bread 2 sl 30g Jelly Milk 1c 15 g FRUIT 1 pc 15 g	Juice of day 4 oz-15g Cold cereal-1 c 20 g Bread 2 sl 30g Jelly Milk 1c 15 g FRUIT 1 pc 15 g	Juice of day 4 oz-15g Cold cereal-1 c 20 g Bread 2 sl 30g Jelly Milk 1c 15 g FRUIT 1 pc 15 g
LUNCH						
Bologna Salad 6 oz Bread 4 slices Chips 1 oz Cookie 1 ea Fruit 1 ea Fruit Drink 8 oz	PBJ Sandwich - 2 ea Chips 1 oz Cookie 1 ea Fruit 1 ea Fruit Drink 8 oz	Turkey Salad Sandwich 2 ea Chips 1 oz Cookie 1 ea Fruit 1 ea Fruit Drink 8 oz Salad Dressing Packet	Bologna & Cheese Sandwich 2 ea Mayo Packet Chips 1 oz Cookie 1 ea Fruit 1 ea Fruit Drink 8 oz	PBJ Sandwich - 2 ea Chips 1 oz Cookie 1 ea Fruit 1 ea Fruit Drink 8 oz	Egg Salad Sandwich 6oz Bread 4 slices Chips 1 oz Cookie 1 ea Fruit 1 ea Fruit Drink 8 oz	Turkey Salad Sandwich 2 ea Chips 1 oz Cookie 1 ea Fruit 1 ea Fruit Drink 8 oz Salad Dressing Packet
SUPPER						
Chicken & Noodle casserole3m-30 g peas 1/2c 15 g Bread 1 Slice Tossed Salad 1 c 5g Fresh Fruit 1- 15 g Fruit Drink 8 oz	Nacho Tuesday Tortilla Chips1 oz-15g Seasoned Meat cheese Salsa 1 oz Seasoned Rice 1 c 30g Fruit Drink 8 oz	Chix Parmesan 15 g Seasoned Pasta 1 c 30g Marinara Sauce Mixed Vegetables 1/2c 10g Canned Fruit 1/2c 15 g Fruit Drink 8 oz	American Tator Tot-1 c-45g Casserole Green Beans Bread/Margarine1sl-15g Canned Fruit 1/2c-15g Fruit Drink 8 oz	Chicken Quesidilla-1 30g red beans 1/2 c-15g broccoli salad 1/2c-30g Bread/ Margarine1-15g Fruit Drink 8 oz	Spaghetti & Meatballs garlic toast Mixed Veggies Canned Fruit	Sausage Gravy 3m/1c with Biscuit 30 g Hashbrown/chz 1c-30g Grn Bean cass 1/2c 5g Tossed Salad 1 c 5g Canned Fruit 1c15g Fruit Drink 8 oz

NOTE: Fruit drink is vitamin fortified

Registered Dietitian:

WEEK OF: 18

Jan 2021

OFFICIAL PROCEEDINGS OF THE
NICOLLET COUNTY DRAINAGE AUTHORITY
February 23, 2021

The Nicollet County Drainage Authority met in regular session on Tuesday, February 23, 2021 at 9:06 a.m. with Chair Terry Morrow presiding. Commissioners Marie Dranttel, John Luepke, Jack Kolars, Denny Kemp and Terry Morrow were present. Also present were County Administrator Ryan Krosch, Recording Secretary Abigail Lewis and County Attorney Michelle Zehnder Fischer.

The meeting was held via teleconference pursuant to Minnesota Statute 13D.021 due to the coronavirus pandemic. Zoom meeting technology was used to conduct the meeting.

Approval of Agenda

Motion by Commissioner Kolars and seconded by Commissioner Kemp to approve the agenda. Motion carried with all voting in favor on a roll call vote.

Consent Agenda

Motion by Commissioner Kemp and seconded by Commissioner Dranttel to approve the consent agenda items as follows: approval of the February 9, 2021 Drainage Authority minutes. Motion carried with all voting in favor on a roll call vote.

CD 77 Lateral 2 Re-Bid Recommendation

Chuck Brandel, Engineer with ISG, provided an overview of the CD 77 Lateral 2 project. Engineer Brandel described the tile that will be installed during the project, the depth of the project, and the extent of private tile in the surrounding agricultural land. Engineer Brandel noted the challenges of this project and the importance of timely project completion.

This project was originally bid in October of 2020. The bids at that time were rejected due to the two lowest bidders not meeting specified requirements set forth by ISG. The project was advertised again for bids.

On January 13, 2021, six bids were received for CD 77 ranging from \$285,023.72 to \$419,700.79. The engineer's estimate was \$293,771.52. The bid requirements included:

- 5% Bid Bond
- Prime Contractor Response Form
- First-Tier Subcontractor List
- Available Equipment List
- Reference List of similar work within the past five years

Molnau Trucking LLC came in as the low bidder at \$285,023.72, but it is the recommendation of ISG to reject this bid. Engineer Brandel's recommendation is based upon the complexity of the project, Molnau Trucking LLC's lack of agricultural tile experience, and Molnau Trucking LLC's poor performance on a prior drainage project completed for Nicollet County. Nicollet County and ISG previously worked with Molnau Trucking LLC on the CD 79 project. During that project, Molnau Trucking LLC had poor communication with ISG when on site, Molnau Trucking LLC needed to re-do and repair areas of the project, and the project was not completed on time even though there was favorable weather conditions. Additionally, the reference list provided by Molnau Trucking LLC to ISG with the bid did not satisfy the requirements outlined for the project. There were no references for agricultural tile included in the bid proposal until ISG requested them twice. Once provided, the references included less than 2,000 linear feet of agricultural tile experience. Engineer Brandel noted the differences in the installation of a private tile and the tile installed in an agricultural tile project.

Nate Henry, Nicollet County Ditch Inspector, stated the improvement on CD 77

involves a lot of complexities and challenges. It will be necessary to have an experienced contractor complete the project. Inspector Henry noted the timeliness issues experienced with Molnau Trucking LLC in addition to the problems with overall project completion on CD 79.

Public Works Director Greenwood further outlined issues Molnau Trucking LLC had completing CD 79. He noted that during the pre-construction meeting for CD 79 with Molnau Trucking LLC it was explicitly stated that Molnau Trucking LLC should not use a private access road for this project. Molnau Trucking LLC used this private access and caused damage to the access point that Molnau Trucking LLC needed fix. Molnau Trucking LLC also had difficulty meeting pollution control permit requirements for the project due to timely completion of the project.

ISG is recommending awarding the bid to the second lowest bidder, Jensen Excavating & Trucking LLC. ISG has worked with Jensen Excavating & Trucking LLC on other projects and had good experiences with them in the past. Their references were also favorable.

Inspector Henry and Director Greenwood both indicated they agreed with ISG's recommendation to proceed with the second lowest bidder, Jensen Excavating & Trucking LLC.

Motion by Commissioner Luepke and seconded by Commissioner Kemp to accept the second lowest bid by Jensen Excavating & Trucking LLC in the amount of \$287,906.38 for CD 77 Lateral 2. Motion carried with all voting in favor on a roll call vote.

Chair Morrow adjourned the meeting at 9:38 a.m.

TERRY MORROW, CHAIR
BOARD OF COMMISSIONERS

ATTEST:

RYAN KROSCH
CLERK TO THE BOARD

NICOLLET
COUNTY EST. 1853

Agenda Item: CD86A Improvement Bid Recommendation		
Primary Originating Division/Dept.: Public Services		Meeting Date: 03/09/2021
Contact: Jaci Kopet	Title: Public Services	Item Type: (Select One) Regular Agenda
Amount of Time Requested 10 minutes		
Presenter: Jaci Kopet		Title: Public Services
		Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No
County Strategy: (Select One) Facilities and Space - preserve, maintain and build our assets		
BACKGROUND/JUSTIFICATION: ISG solicited bids Nicollet County Ditch No. 86A Bid Package #2 – Tile Package. Bid Package #1 covers the high capacity stormwater pump station which was bid in September 2020, awarded in November 2020 to Lametti and Sons and is currently under construction. Bid Package #2 which covers the drain tile was also bid in September 2020 but the low bidder declined to accept the contract resulting in a re-bid of Bid Package #2. A total of five bids were received with prices ranging from \$60,014.50 to \$94,326.00. The Engineer's estimate at the time of bidding was \$56,741.20. The apparent low bidder for Nicollet County Ditch No. 86A Bid Package #2 Re-Bid is Selly Excavating from Le Center, MN, with a base bid price of \$60,014.50. ISG has worked with Selly Excavating on past projects with positive results. ISG has checked the references provided with the bid and received positive feedback. ISG recommends awarding the project to Selly Excavating out of Le Sueur, MN.		
Supporting Documents: <input type="radio"/> Attached <input type="radio"/> In Signature Folder <input checked="" type="radio"/> None		
Prior Drainage Authority Action Taken on this Item: <input type="radio"/> Yes <input checked="" type="radio"/> No		
If yes, when? (provide year; mm/dd/yy if known)		
Approved by County Attorney's Office: <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A		
ACTION REQUESTED: Approval of bid from Selly Excavating for tile project on CD86A		
FISCAL IMPACT: Other (Select One) If "Other", specify	FUNDING Drainage Authority Dollars = Grant (Select One) Total	
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:		

Bid Recommendation

FEBRUARY 26, 2021

Nicollet County Joint Drainage Authority
501 S. Minnesota Ave
St. Peter, MN 56082



RE: Bid Recommendation for Nicollet County Ditch No. 86A

Nicollet County Board of Commissioners,

ISG solicited bids Nicollet County Ditch No. 86A Bid Package #2 – Tile Package. Bid Package #1 covers the high capacity stormwater pump station which was bid in September 2020, awarded in November 2020 to Lametti and Sons and is currently under construction. Bid Package #2 which covers the drain tile was also bid in September 2020 but the low bidder declined to accept the contract resulting in a re-bid of Bid Package #2. During the bid letting, ISG accepted all the Contractors that provided the following bidding requirements;

- 5% Bid bond
- Prime Contractor Response Form (Responsible Contractor Form)
- First-Tier Subcontractor List
- Available Equipment List
- Reference List of similar work within the past 5 years.

Bid Package #2 Tile Package Re-Bid Results

A total of five bids were received with prices ranging from \$60,014.50 to \$94,326.00. The Engineer's estimate at the time of bidding was \$56,741.20. The apparent low bidder for Nicollet County Ditch No. 86A Bid Package #2 Re-Bid is Selly Excavating from Le Center, MN, with a base bid price of \$60,014.50. Table 1, below for a summary of the bid results with a complete bid tabulation attached to this letter.

Table 1: Bid Results Summary Table

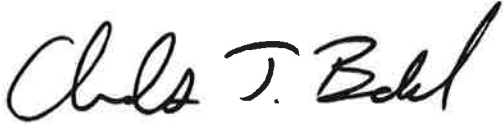
Contractor	Base Bid
Engineer's Estimate	\$56,741.20
Selly Excavating	\$60,014.50
Chambers Excavating & Trucking LLC	\$65,709.00
S.M. Hentges and Sons, Inc.	\$75,967.00
Staab Construction Company	\$81,830.75
Bromeling Excavating Inc.	\$94,326.00

ISG has worked with Selly Excavating on past projects with positive results. ISG has checked the references provided with the bid and received positive feedback. ISG recommends awarding the project to Selly Excavating out of Le Sueur, MN.

ISG has contacted Selly Excavating about anticipated schedule, Brian Wagner with Selly stated that they are willing to be flexible and would likely base start date off of the farmer's plans for 2021 crop on the affected land. If beans are planned they would try to get in as soon as road restrictions are off so a late planting could still be possible. If corn is planned they may start construction a little later when conditions are more favorable. The project has a Substantial Completion deadline of September 30, 2021 with a Final Completion Deadline of November 30, 2021. If there any questions about the bidder, please do not hesitate to ask.

LETTER OF RECOMMENDATION

Sincerely,

A handwritten signature in black ink that reads "Chuck T. Brandel". The signature is fluid and cursive, with the first name "Chuck" being more prominent than the last name "Brandel".

Chuck Brandel, PE

Vice President

chuck.brandel@ISGInc.com

Nicollet County Ditch No. 86A - Tile Project (#7531168)

Owner: Nicollet County Drainage Authority
Solicitor: ISG, Inc - Mankato MN
02/25/2021 10:00 AM CDT



Line Item	Item Code	Item Description	U of M	Quantity	Engineer Estimate		Selly Excavating		Chambers Excavating & Trucking LLC		Jensen Excavating & Trucking LLC		Noomen Excavating LLC		Bromeling Excavating Inc.	
Base Bid					Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	01.7113.1000.01	MOBILIZATION	LS	1	\$2,710.00	\$2,710.00	\$4,000.00	\$4,000.00	\$5,000.00	\$5,000.00	\$3,000.00	\$3,000.00	\$5,500.00	\$5,500.00	\$8,230.00	\$8,230.00
2	31.3700.1000.07	CLASS III RIPRAP WITH GEOTEXTILE FABRIC	CY	10	\$75.80	\$758.00	\$75.00	\$750.00	\$75.00	\$750.00	\$75.00	\$750.00	\$75.00	\$750.00	\$70.00	\$700.00
3	32.9219.1103.04	SEEDING DISTURBED AREA(SEED MIX: BUFFER BLEND WITH CATEGORY 3 BLAN	SY	925	\$1.50	\$1,387.50	\$2.00	\$1,850.00	\$4.00	\$3,700.00	\$3.00	\$2,775.00	\$1.75	\$1,618.75	\$2.00	\$1,850.00
4	33.0513.1000.02	INSTALL DROP INTAKE (18-INCH)	EA	2	\$1,075.00	\$2,150.00	\$1,250.00	\$2,500.00	\$1,200.00	\$2,400.00	\$1,750.00	\$3,500.00	\$1,871.00	\$3,742.00	\$700.00	\$1,400.00
5	33.0513.1000.02	CAP DROP INTAKE (18-INCH)	EA	1	\$236.10	\$236.10	\$250.00	\$250.00	\$500.00	\$500.00	\$450.00	\$450.00	\$750.00	\$750.00	\$300.00	\$300.00
6	33.4510.1000.02	CONNECT EXISTING 24-INCH TILE	EA	1	\$1,217.70	\$1,217.70	\$1,200.00	\$1,200.00	\$1,350.00	\$1,350.00	\$1,450.00	\$1,450.00	\$1,500.00	\$1,500.00	\$2,500.00	\$2,500.00
7	33.4510.1000.02	CONNECT EXISTING 10-INCH TILE	EA	1	\$630.40	\$630.40	\$525.00	\$525.00	\$650.00	\$650.00	\$675.00	\$675.00	\$1,100.00	\$1,100.00	\$650.00	\$650.00
8	33.4510.1000.02	CONNECT EXISTING 8-INCH TILE	EA	3	\$483.50	\$1,450.50	\$450.00	\$1,350.00	\$468.00	\$1,404.00	\$500.00	\$1,500.00	\$1,050.00	\$3,150.00	\$450.00	\$1,350.00
9	33.4510.1000.02	CONNECT EXISTING 6-INCH TILE	EA	2	\$388.70	\$777.40	\$400.00	\$800.00	\$365.00	\$730.00	\$400.00	\$800.00	\$1,025.00	\$2,050.00	\$350.00	\$700.00
10	33.4510.1000.02	CONNECT EXISTING 4-INCH TILE	EA	3	\$318.80	\$956.40	\$350.00	\$1,050.00	\$305.00	\$915.00	\$375.00	\$1,125.00	\$1,000.00	\$3,000.00	\$300.00	\$900.00
11	33.4510.1000.07	GRANULAR PIPE FOUNDATION	CY	32	\$27.60	\$883.20	\$35.00	\$1,120.00	\$30.00	\$960.00	\$50.00	\$1,600.00	\$75.00	\$2,400.00	\$35.50	\$1,136.00
12	33.4510.1000.10	TILE INVESTIGATION	HR	5	\$149.40	\$747.00	\$160.00	\$800.00	\$300.00	\$1,500.00	\$350.00	\$1,750.00	\$250.00	\$1,250.00	\$250.00	\$1,250.00
13	33.4510.1103.03	24-INCH AGRICULTURAL TILE	LF	1310	\$32.70	\$42,837.00	\$33.45	\$43,819.50	\$35.00	\$45,850.00	\$43.20	\$56,592.00	\$42.00	\$55,020.00	\$56.00	\$73,360.00
Base Bid Total						\$56,741.20		\$60,014.50		\$65,709.00		\$75,967.00		\$81,830.75		\$94,326.00