

Nicollet County Board of Commissioners Meeting



December 14, 2021

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

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

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

1. Flag Pledge
2. Silence Your Cell Phones
3. Approval of Agenda

Consent Agenda

1. [Approval of November 23, 2021 Board Minutes](#)
2. [Approval of December 2, 2021 Budget and Tax Levy Minutes](#)
3. [2022 Child Welfare and Juvenile Justice Screening Grant Award](#)
4. [2022-23 State of Minnesota - County Child Support Program Interagency Cooperative Agreement](#)
5. [Farm Lease Renewals](#)
6. [Purchase of Service Agreement - 2022 Brown County Evaluation Center, Inc.](#)
7. [2021 Federal Boat Equipment Grant - Extension](#)
8. End of Probations
9. Approval of Bills

Public Appearances

9:05 a.m. Public Works

1. Hwy 169 Corridor Study Presentation – Charles Androsky, MnDOT
2. [Resolution of Support for the Highway 169 Corridor Study](#)

9:50 a.m. Health and Human Services

1. [County, City, Tribal, and State Health and Human Services Worker Day Proclamation](#)

9:55 a.m. Attorney

1. [Contract with Diversion Solutions](#)

10:00 a.m. Finance

1. [Public Hearing for 2022-2026 Capital Improvement Plan and Resolution](#)
2. [Reimbursement Resolution for CSAH 15 Road Construction Project](#)

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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- 10:20 a.m.** Administration
1. 2022 Fee Schedule Public Hearing and Resolution
 2. 2022 Budget Resolution
 3. 2022 Tax Levy Resolution
 4. 2022 Elected Officials Compensation and Per Diem Resolution
 5. Rural Minnesota Energy Board JPA
 6. PACE of MN Assessment
 7. Minnesota Opioid Settlement Resolution
- 10:50 a.m.** Property and Public Services
1. Ag BMP Low Interest Loan Project - Septic Liens
 2. Consider Resolution to Apply for Funding for Voting Equipment Grant
- 11:00 a.m.** Informational Items
- County Attorney Update
- Chair's Report
- Commissioner Committee Reports
- Commissioners Meetings & Conferences
- Approve Per Diems and Expenses
- Adjourn Board of Commissioners Meeting
- 11:05 a.m.** Call Drainage Authority Meeting to Order:
- Drainage Authority Agenda Items
1. Consent Agenda
 - a. Approval of November 23, 2021 Drainage Authority Minutes
 - b. Consider Ditch Repair Report 21-024 through 21-032
- Adjourn Drainage Authority Meeting

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 (*).

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

Questions or comments regarding any Nicollet County meeting and requests to participate in any meeting can be directed to Mandy Landkamer, Nicollet County Administrator, at 507-934-7074 or mandy.landkamer@co.nicollet.mn.us.

November 23 – County Board of Commissioners Meeting, 9 a.m., Nicollet County Board Room, St. Peter *

November 23 – County Drainage Authority Meeting, 9 a.m., Nicollet County Board Room, St. Peter *

November 24-25 – Holiday; Nicollet County Offices Closed

December 1 – Southern MN HRA Meeting, 5:45 p.m., 422 Belgrade Ave, #102, North Mankato, MN

December 2 – Budget and Tax Levy Meeting, 6:30 p.m., Nicollet County Board Room, St. Peter *

December 6-8– AMC Annual Conference; Doubletree Hotel, Bloomington, MN

December 14 – Employee Recognition Program, 8:15 a.m., Nicollet County Board Room, St. Peter*

December 14 – County Board of Commissioners Meeting, 9 a.m., Nicollet County Board Room, St. Peter *

December 14 – County Drainage Authority Meeting, 9 a.m., Nicollet County Board Room, St. Peter *

December 14 – Newspaper Bid Opening, 1:00 p.m., Nicollet County Board Room, St. Peter*

December 17 – Full Board meeting BNECH

December 20 – Personnel Committee/Union Negotiations Meeting (LELS non-licensed), 12:15 p.m., Nicollet County Board Room, St. Peter

December 20 – Board of Adjustment and Appeals/Planning & Zoning Advisory Commission Meeting, 7 p.m., Nicollet County Board Room, St. Peter*

December 24 – Holiday; Nicollet County Offices Closed

December 31 – Holiday; Nicollet County Offices Closed

January 3 – Personnel Committee/Union Mediation, 9:30 a.m., Nicollet County Board Room, St. Peter

January 4 – County Board of Commissioners Meeting, 9 a.m., Nicollet County Board Room, St. Peter *

January 4 – County Drainage Authority Meeting, 9 a.m., Nicollet County Board Room, St. Peter *

January 5 – Personnel Committee, 10:00 a.m., Nicollet Room, St. Peter

January 18 – County Board Workshop, 9:30 a.m., Nicollet County Board Room, St. Peter *

January 18 – Facilities and Maintenance Individual Department Head meeting, 8:15 a.m.

January 24 – Board of Adjustment and Appeals/Planning & Zoning Advisory Commission Meeting, 7 p.m., Nicollet County Board Room, St. Peter*

January 25 – County Board of Commissioners Meeting, 9 a.m., Nicollet County Board Room, St. Peter *

January 25 – County Drainage Authority Meeting, 9 a.m., Nicollet County Board Room, St. Peter *

February 2 – St. Peter Liaison Meeting, 10:30 a.m., Nicollet County Board Room, St. Peter

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

The Nicollet County Board of Commissioners met in regular session on Tuesday, November 23, 2021, at 9:00 a.m. Commissioners Terry Morrow, Marie Dranttel, Jack Kolars, and John Luepke were present. Also present were County Administrator Mandy Landkamer, County Attorney Michelle Zehnder Fischer and Recording Secretary Sarah Frahm.

Approval of Agenda

Motion by Commissioner Luepke and seconded by Commissioner Kolars to approve the agenda. Motion carried with all voting in favor.

Consent Agenda

Motion by Commissioner Dranttel and seconded by Commissioner Luepke to approve the consent agenda items as follows:

- November 9, 2021 Board Meeting Minutes;
- Contract to Provide Services to Brown County;
- Legal Services Contract for CHIPS Cases;
- Approval of the Commissioner Warrants as presented for the following amounts:
General Revenue Fund - \$168,118.17, Road & Bridge Fund - \$52,594.52,
Human Services Fund - \$240,867.87, and acknowledge review of the Auditor's Warrants. Motion carried with all voting in favor on a roll call vote.

Public Appearances

- Harold Rodning approached the Board with concerns about two of his field approaches on CR 15 that are potentially being moved.
- Douglas Schultz also approached the Board with concerns that he may be losing land and trees on his property due to the CR 15 reconstruction project.
- Peter Anthony approached the Board with two issues regarding the CR 15 reconstruction project:
 - One of the relocated field approaches is very narrow;
 - Two of the field approaches have been moved to the middle of the field;He also requested more information about who is requiring the proposed storm water retention basins in the middle of the field
- Peter Bauer came before the Board to state that the CR 15 project seems fine, but more land continues to be taken away from small farmers in the area who may not have the land to give away.

Finance

Motion for December 2021 and January 2022 Bill Approval

Motion by Commissioner Kolars and seconded by Commissioner Luepke to authorize Director McCormick to issue the following Commissioner Warrants with Board

approval at the scheduled Board meetings for the December 2021 and January 2022 on the following dates:

<u>Payment Date</u>	<u>Board Approval Date</u>
12/28/21	01/04/22
12/30/21	01/04/22
01/11/22	01/25/22

Motion carried with all voting in favor.

Transfer of Missing Heir Assets held under Minn. Stat. § 524.3-914 to the General Fund

Motion by Commissioner Luepke and seconded by Commissioner Dranttel to authorize Director McCormick to transfer \$9,466.19 from the missing heirs restricted fund to the general fund. Motion carried with all voting in favor.

Nicollet County Trails Association Agreements, Contracts, and Resolution

Annually, Nicollet County approves the State of Minnesota Grant Contract Agreement for Snowmobile Grant-in-Aid Program – Maintenance & Grooming Grant. The amount of this Grant is \$39,966.03. Included is the agreement between Nicollet County and Nicollet County Trails Association, and the contract between Nicollet County and the State of Minnesota. Upon recommendation by the MN DNR, the County desires to enter into a contract with the snowmobile club to define roles and responsibilities of each party.

Motion by Commissioner Luepke and seconded by Commissioner Dranttel to approve the annual trail agreement resolution. Motion carried on a roll call vote.

Motion by Commissioner Kolars and seconded by Commissioner Luepke to approve the Grant Contract #203698 between the State of MN, acting through its Commissioner of Natural Resources, and Nicollet County in the amount of \$39,966.03. Motion carried with all voting in favor.

Motion by Commissioner Luepke and seconded by Commissioner Dranttel to approve the Grant Contract #194790 for the Minnesota River Valley Trail in the amount of \$43,990.01. Motion carried with all voting in favor.

Public Works

Consider MnDOT Cooperative Construction Agreement No. 1047570

Motion by Commissioner Kolars and seconded by Commissioner Luepke to approve the Cooperative Construction Agreement between Nicollet County and MnDOT. Motion carried with all voting in favor.

Motion by Commissioner Dranttel and seconded by Commissioner Luepke to authorize the Board Chair to sign the resolution for MnDOT Agreement No. 1047570 with the State of MN Department of Transportation.

Consider Professional Service Agreement for CSAH 23 Ravine Stabilization Project

Motion by Commissioner Luepke and seconded by Commissioner Morrow to approve the Professional Service Agreement from SRF Consulting Group, Inc. and authorize Director Greenwood to sign the agreement. Motion carried with all voting in favor.

Health and Human Services

Family First Prevention Services Act: Assessment Contracts

Motion by Commissioner Luepke and seconded by Commissioner Dranttel to delegate Director Sassenberg, in collaboration with Attorney Zehnder Fischer, the authority to execute contracts for the purchase of assessments completed by qualified individuals prior to QRTP entry. Motion carried with all voting in favor.

COVID-19 Response Update

Director Sassenberg shared recent developments regarding COVID-19 in Nicollet County. Cases are continuing to trend upward, and Nicollet County has roughly the same case rates as one year ago at this time. Nicollet County has been continuing to expand and promote booster clinics, and the weekly clinics have been very well attended. HHS has planned additional clinics, including one in Lafayette and a pediatric clinic on Dec 6 and 7th. The pediatric clinics are smaller in size to allow families more time for questions. The Public Health team is continuing to do great work and is enthusiastic about continuing their work with COVID-19 vaccine clinics.

Administration

American Rescue Plan Act Funds Resolution

Motion by Commissioner Kolars and seconded by Commissioner Luepke to approve the resolution accepting American Rescue Plan Act funds (ARPA funds) from the Federal Government through the United States Treasury. Motion carried with all voting in favor.

Consideration of the Amendment of AIA Document C132-2009 with Contegrity Group, Inc.

Motion by Commissioner Dranttel and seconded by Commissioner Kolars to approve the amended AIA Document C132-2009 between Nicollet County and Contegrity Group, Inc. Motion carried with all voting in favor.

Commissioner Morrow motioned to amend 1.1.8 to identify Administrator Landkamer as the Nicollet County representative. Commissioner Luepke seconded. Motion approved.

Consideration of a Purchase Agreement for Real Property

Commissioner Luepke moved and Commissioner Dranttel seconded to approve the earnest money payment for Real Property in the amount of \$5,000. Motion carried unanimously.

Motion by Commissioner Kolars and seconded by Commissioner Dranttel for authorization for the Board Chair to sign the purchase agreement and associated closing documents for said Real Property. Motion carried with all voting in favor.

Motion passed unanimously to approve the purchase agreement for Real Property, and all included furnishings, in the amount of \$800,000.

County Attorney Update

County Attorney Zehnder Fischer shared that the Attorney's Office continues to work with law enforcement and HHS regarding the increase of substance use and its effects in Nicollet County.

Commissioner Committee Reports

The Commissioners reported on various meetings and activities, including:

Chair's Report

Commissioner Marie Dranttel

- Board Workshop
- Joint Ditch meeting - Gaylord
- Tri-County Solid Waste meeting
- County Board

Commissioner Jack Kolars

- REDA
- MVAC
- Diversity council
- GMG
- Traverse de Sioux
- Rural MN Energy Board
- Immtrak meeting via Zoom
- County Board

Commissioner John Luepke

- Ditch Meetings – Sibley and Renville Counties
- County Board
- Community Thanksgiving in New Ulm
- Rural MN Energy Board

Approve Per Diems and Expenses

Motion by Commissioner Luepke and seconded by Commissioner Kolars 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.

Adjourn

Motion by Commission Luepke and seconded by Commissioner Dranttel to adjourn the meeting. Motion carried with all voting in favor. The meeting adjourned at 10:22 a.m.

TERRY MORROW, CHAIR
BOARD OF COMMISSIONERS

ATTEST:

MANDY LANDKAMER
CLERK TO THE BOARD

DRAFT

OFFICIAL PROCEEDINGS OF THE
BOARD OF COUNTY COMMISSIONERS FOR
NICOLLET COUNTY, MINNESOTA
BUDGET & TAX LEVY PUBLIC INPUT MEETING
DECEMBER 2, 2021

The Nicollet County Board of Commissioners and County staff met at the Nicollet County Government Center in St. Peter, Minnesota on Thursday, December 2, 2021 at 6:30 p.m. to conduct a public meeting in regard to the 2022 Nicollet County Budget and Tax Levy. Chair Terry Morrow presided over the meeting, and Commissioners John Luepke, Marie Dranttel, and Jack Kolars were present. Also present were County Administrator Mandy Landkamer, Finance Director Heather McCormick, Technologies Director Dayle Moore, PPSD Director Jaci Kopet, and Recording Secretary Sarah Frahm.

County Administrator Landkamer welcomed everyone present. Commissioner Morrow stated that the purpose of this meeting was to address the proposed 2022 Budget and Tax Levy. He also mentioned that if anyone had questions about their assessed property value, they would need to discuss those concerns directly with the Property Assessment Office. There were two representatives from Belgrade Township present at the meeting.

County Administrator Landkamer provided a detailed overview of the proposed 2022 Nicollet County budget and tax levy. The proposed 2022 budget is \$49,348,079.00. The proposed tax levy increase is 2%. She went through significant budget items and how these changes were reflected in the 2022 budget proposal.

Chair Morrow opened the meeting for questions and comments. There were no comments from the public, and the public comment portion of the meeting was closed.

The Board thanked County Administrator Landkamer and staff for gathering and compiling the information for budget and tax levy proposal.

The final 2022 Budget and Tax Levy will be considered at the County Board meeting on December 14, 2021.

With no further questions or comments, the meeting adjourned at 6:53 p.m.

TERRY MORROW, CHAIR
BOARD OF COMMISSIONERS

ATTEST:

MANDY LANDKAMER, CLERK TO THE BOARD

Nicollet County Board of Commissioners
Board Meeting Agenda Item



Agenda Item:		
2022 Child Welfare and Juvenile Justice Screening Grant Award		
Primary Originating Division/Dept.: Health and Human Services	Meeting Date: 12/14/21	
Contact: Cassandra Sassenberg Title: HHS Director	Item Type: Consent Agenda (Select One)	
Amount of Time Requested minutes		
Presenter: Title:	Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No	
County Strategy: Financial Security - prudent use of taxpayer resources (Select One)		
BACKGROUND/JUSTIFICATION: <p>On an annual basis, the Department of Human Services provides grant dollars for the provision of mental health screenings, assessments, and referrals for diagnostic assessment and/or treatment for children within the child welfare and juvenile justice populations. Our grant award for calendar year 2022 is \$19,195.00. These funds are anticipated to be used for child welfare services, specifically including mental health screenings and referrals, child respite care, and case management.</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) Annual Review		
Approved by County Attorney's Office: <input type="radio"/> Yes <input checked="" type="radio"/> No <input type="radio"/> N/A		
ACTION REQUESTED:		
Approval of the DHS Screening Grant Budget		
FISCAL IMPACT: Included in current budget (Select One) If "Other", specify	FUNDING County Dollars = State (Select One)	
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:	Total	

Attachment 1 Budget

BUDGET SUMMARY AND JUSTIFICATION FORM

- Specify the grant amount received and detail all proposed expenses. The below form will expand or contract as necessary. The information should provide sufficient detail to justify the total amount budgeted in each category. The program budget must be complete and reasonable, must link to the proposed program activities, and must specify how the amounts for each budget item were determined. All information should be contained on the budget workbook, with no further narrative submitted.
- The budget must contain a complete breakdown of budget category items and must also contain summary calculations and formulas for each item of cost in a category and the basis for each calculation.
- In any case where a category item is not clearly related to the project goals or activities, additional justification should be provided. Salaries should be listed as FTE, hours per week, number of week times the rate of pay, equal total salary.
- Enter all dollar amounts manually. There are no automatic calculations.

BUDGET SUMMARY Year 1		BUDGET SUMMARY Year 2		PROJECT TOTAL
January 1, 2022 to June 30, 2022		July 1, 2022 to December 31, 2022		
BRASS Code	TOTAL BUDGET FY22	BRASS Code	TOTAL BUDGET FY23	
111– Mental Health Screening (up to 45%)	111- \$2,210.65	111– Mental Health Screening (up to 45%)	111- \$2,210.65	
197– Local Collaborative Undifferentiated Services	401- \$1,350.67	197– Local Collaborative Undifferentiated Services	401- \$1,350.67	
401 – Information and Referral	489- \$4,075.53	401 – Information and Referral	489- \$4,075.53	
402 – Community Education and Prevention	490-\$1,960.65	402 – Community Education and Prevention	490-\$1,960.65	
404 – Client Outreach		404 – Client Outreach		
405 – Child Outpatient Diagnostic Assessment/Psychological Testing		405 – Child Outpatient Diagnostic Assessment/Psychological Testing		
407 – Early Identification and Intervention		407 – Early Identification and Intervention		
416 – Transportation		416 – Transportation		
430 – Other Family Community Support Services		430 – Other Family Community Support Services		
451 – Emergency Response Services		451 – Emergency Response Services		
453 – Child Outpatient Psychotherapy		453 – Child Outpatient Psychotherapy		
455 - Child Outpatient Medication Management		455 - Child Outpatient Medication Management		
457 – Child/Family Psychoeducation		457 – Child/Family Psychoeducation		
462 – Family Based Services		462 – Family Based Services		
467 – Child Day Treatment		467 – Child Day Treatment		
489 – Child Respite Care		489 – Child Respite Care		
490 – Child Rule 79 Case Management		490 – Child Rule 79 Case Management		
TOTAL FUNDS State Fiscal Year 2022	\$9,597.50	TOTAL FUNDS State Fiscal Year 2023	\$9,597.50	\$19,195.00

Nicollet County Board of Commissioners
Board Meeting Agenda Item



Agenda Item:

2022-23 State of Minnesota-County Child Support Program Interagency Cooperative +

Primary Originating Division/Dept.: Health and Human Services

Meeting Date: 12/14/2021

Contact: Cassandra Sassenberg Title: HHS Director

Item Type: Consent Agenda
(Select One)

Amount of Time Requested minutes

Presenter: Title:

Attachments: ☒ Yes ☐ No

County Strategy: Programs and Services - deliver value-added quality services
(Select One)

BACKGROUND/JUSTIFICATION:

This is a Cooperative Arrangement generated by the Minnesota Department of Human Services regarding the administration of child support, establishment of paternity, and medical support liability programs. All counties are required to submit new cooperative arrangements every two years. There were no changes to our arrangements for this two year cycle. The attached arrangement has two parts: 1) an agreement between Nicollet County and the Department of Human Services-Child Support Division and 2) the agreement between Nicollet County Human Services, the Nicollet County Sheriff, and the Nicollet County Attorney.

Nicollet County's child support program continues to demonstrate efficiency and accountability. On August 24, 2021, The DHS Child Support Division hosted a webinar during which they went over the fiscal year 2020 performance measures. Nicollet County was listed as one of the top three performing counties for collections on arrears.

Supporting Documents: ☒ Attached ☐ In Signature Folder ☐ None

Prior Board Action Taken on this Agenda Item: ☒ Yes ☐ No

If "yes", when? (provide year; mm/dd/yy if known) 12/17/19

Approved by County Attorney's Office: ☒ Yes ☐ No ☐ N/A

ACTION REQUESTED:

Approval of the 2022-2023 State of Minnesota-County Child Support Program Interagency Cooperative Agreements +

FISCAL IMPACT: Included in current budget
(Select One)

FUNDING
County Dollars = \$50,000.00

If "Other", specify

State
(Select One)

FTE IMPACT: No FTE change
(Select One)

Total

If "Increase or "Decrease" specify:

Related Financial/FTE Comments:

State of Minnesota – County
Child Support Program
Interagency Cooperative Agreement

CY 2022-2023

**STATE OF MINNESOTA-COUNTY INTERAGENCY COOPERATIVE AGREEMENT
COVERING THE ADMINISTRATION OF CHILD SUPPORT,
ESTABLISHMENT OF PATERNITY, AND MEDICAL SUPPORT LIABILITY PROGRAMS
BY AND BETWEEN:**

The Minnesota Department of Human Services, Child Support Division

and

Nicollet

County

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12.11.5	Effective Date	
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**CY 2022-2023 STATE OF MINNESOTA-COUNTY INTERAGENCY
COOPERATIVE AGREEMENT COVERING THE ADMINISTRATION OF CHILD SUPPORT,
ESTABLISHMENT OF PATERNITY, AND MEDICAL SUPPORT LIABILITY PROGRAMS
BY AND BETWEEN:**

The Minnesota Department of Human Services, Child Support Division

And

Nicollet County

THIS INTERAGENCY COOPERATIVE AGREEMENT (hereinafter referred to as "Cooperative Agreement") is made and entered into for the period of January 1, 2022, through December 31, 2023, by and between the Minnesota Department of Human Services, Child Support Division, hereinafter referred to as "STATE," and the Governing Board of Nicollet County (hereinafter referred to as "COUNTY") and its designated Child Support Office (hereinafter referred to as "County IV-D Agency or IV-D Agency"). STATE and COUNTY are hereinafter collectively referred to as "the Parties".

RECITALS

WHEREAS, STATE is empowered to enter into interagency agreements pursuant to Minnesota Statutes, section 471.59;

WHEREAS, COUNTY is empowered to enter into interagency agreements pursuant to Minnesota Statutes, section 471.59;

WHEREAS, the County IV-D Agency is responsible for local operation of child support services under Minnesota Statutes, section 393.07, subdivision 3; and

WHEREAS, the above-referenced entities wish to enter into this Cooperative Agreement to set forth their respective responsibilities in providing services necessary to the operation of the child support enforcement program under Title IV-D of the Social Security Act, 42 United States Code (U.S.C.), sections 651 through 699b; and enter this agreement to meet the requirements of 45 Code of Federal Regulations (C.F.R.), sections 303.107 and 302.34.

NOW, THEREFORE, in consideration of the mutual responsibilities and agreements hereinafter set forth, the STATE and the COUNTY agree as follows:

COOPERATIVE AGREEMENT

1. Definitions. The following definitions apply to the terms used in this Cooperative Agreement unless the context clearly requires otherwise:

1.1 Administrative Instructions. Administrative instructions are from the STATE to the COUNTY on administrative or financial matters.

- 1.2 Business Day.** Business day means a day on which STATE offices are open for regular business.
- 1.3 Calendar Day.** Calendar day means each day shown on the calendar, including weekends and holidays.
- 1.4 Central Registry.** The Central Registry is the STATE unit of government responsible for receiving, disseminating, and overseeing the processing of all incoming interstate IV-D cases.
- 1.5 Cooperating Agency.** A Cooperating Agency is the County Sheriff or County Attorney who provides child support services for the COUNTY pursuant to a Cooperative Arrangement. "Cooperating Agencies" refers to both the County Sheriff and the County Attorney.
- 1.6 Cooperative Arrangement.** A Cooperative Arrangement is the standard template, which is paired to the Cooperative Agreement as **Attachment A**. This standard template must be used by the COUNTY when securing services from the County Attorney and the County Sheriff for the operation of the IV-D Program.
- 1.7 Cooperative Agreement Manager.** The Cooperative Agreement Manager is the contact person for each of the parties. The STATE's Cooperative Agreement Manager is the official contact with the COUNTY and is responsible for enforcing provisions of the Cooperative Agreement and assuring the provisions are carried out by the COUNTY.
- 1.8 Cooperative Agreement Review Committee (CARC).** The CARC shall be responsible for representing the COUNTY and County Attorney offices in seeking policy dispute resolution under the Cooperative Agreement and Cooperative Arrangement. The CARC members are appointed by the STATE Child Support Division (CSD) Director, in consultation with Counties and County Attorneys, and shall be comprised of three County Directors and three County Attorneys.
- 1.9 County Attorney.** Minnesota County Attorney means the attorney under Minnesota Statutes, chapter 388 and section 393.11, subdivision 2, who is employed by or contracted under a Cooperative Arrangement by the governing board of the COUNTY to provide support enforcement services specified under this Cooperative Agreement.
- 1.10 County Sheriff.** Minnesota County Sheriff means the sheriff under Minnesota Statutes, chapter 387, who is employed by or contracted under a Cooperative Arrangement by the governing board of the COUNTY to provide support enforcement services specified under this Cooperative Agreement.
- 1.11 Governing Board of a County.** The Governing Board of a County means the governing body of the local unit of government responsible for the administration of public welfare programs and services, including child support, in the county or multi-county area. This may include County Boards, organized under Minnesota Statutes, chapter 375; local social service agencies, organized under Minnesota Statutes, chapter 393; Hospital Commissions, as empowered by Minnesota Statutes, chapter 393; Human Services Boards, organized under Minnesota Statutes, chapter 402; Service Delivery Authorities, organized under Minnesota Statutes, chapter 402A; or

any other local unit of government which is responsible for the administration of child support enforcement services for the local area.

- 1.12 IV-D Program.** The Minnesota programs provided for by Title IV-D of the federal Social Security Act, 42 C.F.R., sections 651 through 699b, in accordance with the language of Minnesota Statutes, sections 256.741 and Minnesota Statutes, chapter 518A and other state and federal statutes, federal regulations, and controlling court cases in effect during the term of this Cooperative Agreement.
- 1.13 Participant.** A participant is an IV-D case participant, including an individual that is listed as a case member in an open IV-D support case.
- 1.14 Parties.** The collective Parties, STATE and COUNTY.
- 1.15 PRISM.** "PRISM" means the Providing Resources to Improve Support in Minnesota system, the statewide child support database and associated programming, which the STATE owns and maintains.
- 1.16 Program Instructions.** Program Instructions are directives from the STATE to the COUNTY on how to follow federal and state law and regulations.
- 1.17 IV-D Program Requirements.** IV-D Program Requirements are the state and federal law requirements of the IV-D program.
- 1.18 State Disbursement Unit (SDU).** "SDU" means the State Disbursement Unit responsible for centralized receipt and distribution of child support and other support-related payments. The SDU includes the activities and staff at the Minnesota Child Support Payment Center (CSPC), located in St. Paul, Minnesota.
- 1.19 User Documentation.** User documentation is material contained in STATE's eMilo and SIR MILO websites and available at www.dhssir.cty.dhs.state.mn.us/PRISM.
- 2. Appointment of Cooperative Agreement Manager.** Each of the parties shall have a Cooperative Agreement Manager. The STATE's Cooperative Agreement Manager is the Child Support Division (CSD) Division Deputy Director or designee. The COUNTY's Cooperative Agreement Manager is the individual responsible for administration of the Cooperative Agreement as designated by the Governing Board of the COUNTY.

2.1 Contact Information for Cooperative Agreement Managers.

STATE: Michele Schreifels, Deputy Director Michele.Schreifels@state.mn.us, CSD, 444 Lafayette, 3S, St. Paul, MN, 55155, 651-431-6406, or successor

COUNTY Cooperative Agreement manager or successor: Name, Phone, E-mail, Address:

<u>Cassandra Sassenberg</u>	<u>(507) 934-8573</u>	<u>cassandra.sassenberg@co.nicollet.mn.us</u>
Name	Phone	Email

622 South Front Street, St. Peter, MN 56082

Street Address, Office #, City, State, Zip

3. COUNTY's Duties and Responsibilities. The COUNTY shall:

3.1 General Requirements. Implement and administer the responsibilities specified in this Cooperative Agreement pursuant to the requirements of the IV-D Program. The COUNTY agrees that the functions performed and services provided or purchased by the COUNTY, as specified in this Cooperative Agreement, shall be in accordance with applicable state and federal law, User documentation, STATE and federal Office of Child Support Enforcement (OCSE) published material and correspondence, county messages, state and federally approved corrective action plans, and fiscal audits as applicable. Unless otherwise stated, on-line manuals take precedence over paper manuals.

3.1.1 Policy Conflict. If the STATE issues any of the following items that bring existing policy into question, the COUNTY has ninety (90) calendar days from the date of issuance of the policy or court decision (or 90 calendar days from the date a bill becomes law) to make a written objection to the legal risk associated with the new or changed policy, direction, or law:

- new or changed policy;
- new or changed procedures;
- newly published Court decisions; or
- newly published state or federal law.

Once the STATE receives the written objection, the STATE shall meet with the COUNTY and any other relevant stakeholders. The stakeholders shall attempt to resolve the objection informally. The STATE may agree to reimburse the COUNTY for costs arising from adhering to the STATE's policy or direction as described in section 11.2.3 without resorting to the procedural requirements of section 11. Within thirty (30) days of meeting with COUNTY, the STATE will issue a determination.

Notwithstanding the procedural requirements of section 11, if the Parties do not agree upon an informal resolution, the COUNTY may utilize the formal dispute resolution procedure identified in Section 11.2.

3.2 Provide Services. Provide all appropriate IV-D Program services. These services include, but are not limited to, case intake and assessment; establishment of paternity; location of absent parents; establishment of enforceable basic support obligations; enforcement of payment of child and spousal support obligations; and establishment and enforcement of medical and child care support obligations.

3.2.1 Provide Customer Service. Provide direct customer service by responding to all inquiries from IV-D participants and the general public, including those inquiries related to centralized child support services. The COUNTY shall respond to participant inquiries and complaints referred from the STATE according to the policies and procedure outlined in section 3.1.

3.3 Hold Harmless. Except as provided in section 3.1.1, each Party is responsible for its own acts or omissions while performing the services described in this Cooperative Agreement.

3.4 Cooperative Arrangements. Establish and maintain written Cooperative Arrangements between the COUNTY and other county officials who have a statutory obligation pursuant to 45 C.F.R., section 302.34 to cooperate with the STATE and COUNTY as necessary to provide services required under the IV-D Program in compliance with this Cooperative Agreement.

Counties, County Attorneys, and County Sheriffs must use the standard Cooperative Arrangement, named as **Attachment A**, to ensure statewide uniformity and meet minimum federal requirements in accordance with 45 C.F.R., section 303.107. Administrative reimbursement is available for services provided under a Cooperative Arrangement for the calendar quarter during which the Parties execute the Cooperative Arrangement and for subsequent calendar quarters that the Cooperative Arrangement is in effect. If no signed Cooperative Arrangement is in place for a calendar quarter, no federal reimbursement is available for that calendar quarter.

Submit copies of the signed Cooperative Arrangements to the Child Support Division by February 28, 2022. The STATE must review the Cooperative Arrangements and notify the COUNTY within twenty (20) business days if the Cooperative Arrangement, on its face, fails to meet the minimum specifications required under S policy.

COUNTY shall provide a signed copy of each Cooperative Arrangement to the Child Support Division no later than March 31, 2022, in order to claim IV-D federal financial participation (FFP) reimbursement for cooperative agency expenses incurred during the first quarter of the calendar year.

If, at any time during the Cooperative Agreement, the COUNTY enters into Cooperative Arrangements with additional cooperating agencies, the COUNTY must immediately send a copy of the new Cooperative Arrangement to the Child Support Division.

The COUNTY may not claim IV-D FFP reimbursement for cooperative agency expenses incurred for any calendar quarter when copies of appropriately signed Cooperative Arrangements are not provided to the Child Support Division by the end of that calendar quarter.

3.5 Purchase of Services Agreements. As necessary, enter into agreements to purchase services to the extent that payment for such services does not exceed the amount reasonable and necessary to assure the quality of such services. The COUNTY must fully document in the COUNTY records its determination that the amounts are reasonable and necessary. The COUNTY must require debarment certification from contractors who do or may receive federal funds, pursuant to the requirements of section 12.3 below. STATE supervision of purchase of service agreements is limited to those for which FFP is available under the IV-D regulations.

3.6 Notification of Appeals. With the County Attorney, notify the CSD Division Deputy Director within seven (7) business days of any IV-D case that is appealed to the Minnesota Court of Appeals, the Minnesota Supreme Court, or federal court by either one of the child support case participants or the COUNTY. The STATE will review the appeal and consult with the County Attorney and the Office of the Attorney General as necessary.

3.6.1 Notice of Substantive Adverse Decisions. The COUNTY shall also report to the CSD Division Deputy Director any child support orders or judgments that call into question the constitutionality or enforceability of child support statutes or program instructions.

3.7 Internet Access. Have and maintain access to the Internet for all of the COUNTY caseworkers.

3.8 Provide Information. Provide any information requested for state and federal program reviews and audits.

3.9 Information Technology Security. Provide for information technology security in accordance with the STATE's policies and procedures.

3.9.1 COUNTY Security Officer. Designate an employee as COUNTY Security Officer or Backup COUNTY Officer to be responsible for ensuring compliance with security precautions for state-owned computer equipment, data confidentiality, and user access.

3.9.2 Security Policies, Procedures and Guidelines. Adhere to the STATE's policies and procedures as provided in STATE's:

- Data Practices Manual;
- Information Policy Standards;
- Program instructions; and
- Office of Information Security instructions.

3.10 Cooperation with Other Agencies. Agree that the COUNTY, in administering the requirements of the IV-D Program, will cooperate with other Minnesota county, tribal, and state-operated economic support agencies, and other Minnesota state agencies to the extent authorized by state and federal law.

3.11 Providing Resources to Improve Support in Minnesota System (PRISM). Cooperate with the operation of and to use the Providing Resources to Improve Support in Minnesota System or its successor system (both hereinafter referred to as "PRISM") as agreed upon by the STATE and the COUNTY. The COUNTY and STATE shall work together to ensure the efficient and effective operation of automated systems in support of the programs covered by this Cooperative Agreement. Both Parties acknowledge a joint responsibility to work cooperatively to identify system deficiencies and operational problems. The STATE acknowledges its responsibility to maintain PRISM in maximum functional status for the benefit of all COUNTY and state users. The STATE shall take all necessary actions to assure the uninterrupted availability of PRISM during normal business hours.

3.11.1 Maintain Automation Equipment. Maintain and not alter or add to any child support automation equipment that is physically installed by the STATE unless prior approval is given. Any costs incurred by the COUNTY because of STATE approved equipment moves shall be reimbursed per the applicable FFP rate.

3.11.2 No Alteration of Software. Agree that neither COUNTY nor other COUNTY staff persons working under the Cooperative Arrangement for the COUNTY will alter

State of Minnesota provided software or add software programs that will adversely affect child support automation in the COUNTY without the permission of the STATE.

3.11.3 Authorized Access to Automation Equipment. Ensure that all automation equipment connected to the State of Minnesota computer reporting network is not accessible to persons other than those authorized by the COUNTY Security Officer for purposes of program administration and shall specifically limit such access in each Cooperative Arrangement.

3.12 Cost-Sharing Allocation Plan. Reimburse the STATE under an approved cost-sharing allocation plan if automation equipment, software, or services are used for any purpose or program other than child support or program administration.

3.13 Maintain PRISM Financial Records. Be responsible to maintain and update PRISM financial information including the following:

3.13.1 Enter Court Order and Balance Information. Enter court order and account balance information in a timely manner and make appropriate adjusting entries as necessary, to ensure distribution and allocation of payments pursuant to the state statute and federal distribution hierarchy.

3.13.2 Receipt and Disbursement (R&D) Adjustments. Perform adjustments to receipt and disbursement amounts in accordance with the STATE's policies and procedures.

3.14 Failure to Maintain PRISM Financial Records. Be responsible for court-ordered reimbursement to case participants when the reimbursement is caused by the failure of the COUNTY to maintain proper PRISM financial records.

3.15 Reimbursement for Failure to Follow Policy and Instructions. Be responsible for reimbursement to case participants when the reimbursement is caused by the failure of the COUNTY to follow state and federal laws, Department of Human Services written policy directives, program instructions, or published IV-D directives that are appropriately and timely communicated to the COUNTY by the STATE or in the case of worker error. In the event of a dispute, the COUNTY may follow the procedures under Section 11.

3.16 Collections, Receipts, and Disbursements. Pursuant to program instructions, (1) redirect all child support payments to the CSPC; and (2) forward any child support or other support related payments received by the COUNTY to the CSPC for receipting into PRISM within 24 hours.

3.17 Records Maintenance. Maintain such records, case files, reports, evaluations, documents and accounting procedures and practices that the STATE specifies as necessary for STATE monitoring and auditing. Maintenance of such records, irrespective of the reporting requirements, is subject to STATE records retention schedules or directives allowing destruction of records. The COUNTY shall furnish such reports and documents to the STATE in the format and according to the schedules, as the STATE requires. The COUNTY must ensure that these reports comply with STATE reporting instructions. The STATE shall evaluate and monitor compliance with reporting instructions.

3.18 Confidentiality of Records. Comply with the terms of the Information

Privacy and Security Agreement (IPSA) that has been separately executed by the Parties (which is incorporated by reference into and made a part of this Cooperative Agreement) and with any successor agreement thereto, and with all applicable federal and state law governing the privacy and security of personally identifiable information about participants and others (PII). PII includes but is not limited to an individual's name, address, federal tax information (FTI), Social Security Number (SSN), and other private data on individuals (as defined in Minnesota Statutes, section 13.02, subdivision 12), whether maintained on PRISM or elsewhere by the COUNTY. The COUNTY shall develop, maintain, and enforce policies, procedures and appropriate administrative, technical, and physical safeguards to ensure PII is adequately protected against improper access, use, and disclosure. The COUNTY shall also ensure that its employees and subcontractors receive training regarding the requirements of applicable laws, including but not limited to the Minnesota Government Data Practices Act (MGDPA), Minnesota Statutes, chapter 13 and the Tax Information Security Guidelines for Federal, State and Local Agencies (26 U.S.C. 6103 and Publication 1075), and that its use of PII by employees is appropriately monitored.

3.18.1 Cooperating Agencies and Compliance with Regulations. Ensure that Cooperating Agencies have available all information necessary to perform under the Cooperative Arrangement. The COUNTY will include in the Cooperative Arrangement language that addresses compliance with state and federal privacy and confidentiality laws and regulations. This language shall specify that the cooperating COUNTY will be responsible for safeguarding the confidentiality of said information and using said information exclusively for the purposes allowed by federal law, state law, and federal regulations governing the operation of the IV-D Program. The COUNTY and/or COUNTY security staff have the responsibility to ensure that requested access to PRISM meets the requirement of the access being necessary solely for the purposes of administration of the IV-D Program. Any request that does not meet that requirement must be denied at the local level. All requests for PRISM access must be approved by the appropriate County Security Officer before state security staff will process the request.

3.18.2 Others Requesting PRISM Information or Access for the Purpose of the Administration of the Child Support Program. In the event that other individuals or other county programs request information from or access to the PRISM system through the COUNTY, the COUNTY shall recommend and grant access only for the purposes allowed by the federal and state law and regulations governing the operation of the IV-D Program. The COUNTY will submit appropriate signed data sharing agreements or individual confidentiality agreements as defined by the STATE prior to the STATE granting such access. The agreements will address compliance with relevant state and federal privacy and confidentiality laws and regulations specifying that any individual granted access will be responsible for safeguarding the confidentiality of said information and using said information exclusively for the purpose of the IV-D Program. COUNTY and/or COUNTY security staff will have the responsibility to ensure that requested information from or access to PRISM meets the requirement(s) for the purposes of administration of the Child Support Program.

Any request that does not meet that requirement must be denied at the local level. The appropriate COUNTY Security Officer or backup security officer must approve all requests for PRISM access or PRISM information before STATE security staff will process the request. The COUNTY is responsible for ensuring that the third party complies with all data privacy laws and regulations. This provision does not prevent COUNTY from sharing information with case participants, courts, and authorized third parties pursuant to Minnesota Statutes, chapters 256; 257; 518A; 518C; 571; and Minnesota Statutes, section 13.46.

3.18.3 Other Parties Requesting Access to PRISM or PRISM Information. Refer requests for access by third parties to information maintained by the PRISM system for reasons other than the purposes allowed by the federal and state law and regulations governing the operation of the IV-D program to the STATE. If the STATE releases county-specific data, the STATE will notify the COUNTY that is the subject of the request.

3.18.4 Not a "Business Associate Agreement." This Agreement does not create a "business associate" relationship nor does it constitute a "business associate agreement" as defined in the Health Insurance Portability and Accountability Act (HIPAA).

3.19 Federal Parent Locator Service Agree to comply with Federal and State privacy laws and regulations and the applicable provisions of the U.S. Department of Health and Human Services' Office of the Chief Information Officer (HHS-OCIO) Policy for Information Systems Security and Privacy (IS2P) and the Automated Systems for Child Support Enforcement: A Guide for States (Federal Certification Guide). Agree to the required Federal Parent Locator Service (FPLS) cooperative agreement language for ensuring the confidentiality of FPLS, stated below.

The STATE is responsible for the issuance of User Documentation to COUNTY, which communicates the detailed requirements for the confidentiality of FPLS information.

The COUNTY shall to comply with and assume responsibility for compliance by its employees, agents, contractors and subcontractors with the following requirements:

- (1) The COUNTY shall submit requests to the FPLS solely to locate a parent for the purpose of establishing paternity, securing child support, or when applicable, to locate a parent in a paternal kidnapping case, establish or enforce a child custody or visitation order, and for other purposes specified in federal law and regulations.
- (2) The COUNTY shall educate all authorized personnel that access FPLS information on the confidentiality and security requirements of FPLS information, the safeguards required to protect FPLS information and child support program information, and the penalties for non-compliance.
- (3) The COUNTY shall restrict access to FPLS to authorized personnel who need the FPLS information to perform their official duties. The COUNTY must maintain a list of employees, agents, contractors and subcontractors with authorized access.
- (4) The COUNTY shall label all reports containing FPLS and to store all material containing FPLS in a locked container when the material is not in use.

- (5) The COUNTY shall immediately report any incident involving unauthorized access to or disclosure of FPLS information to the STATE.

3.20 IRS Language for General Services. The COUNTY shall comply with all Internal Revenue Service (IRS) procedures and safeguards (26 U.S.C., sections 6103 and 7213). The COUNTY agrees to the required IRS cooperative agreement language for ensuring the confidentiality of IRS information stated below.

The STATE is responsible for the issuance of User Documentation to the COUNTY, which communicates the detailed requirements for the confidentiality of IRS information.

3.20.1 Performance. In performance of this Cooperative Agreement, the COUNTY shall comply with and assume responsibility for compliance by its employees with the following Internal Revenue Service requirements as well as any other IRS requirements set forth in the Data Sharing Agreement:

- (1) All work is under the supervision of the COUNTY or the COUNTY's responsible employees.
- (2) The COUNTY and the COUNTY's employees with access to or who use FTI must meet the background check requirements defined in current STATE policy and background check requirements defined in IRS Publication 1075 when implemented in the state.
- (3) Any federal tax return or return information provided or made available by the IRS must be used only for carrying out the provisions of this Cooperative Agreement. The COUNTY must treat information contained in material provided by the IRS as confidential and not divulge or make it known in any manner to any person except as may be necessary in the performance of this Cooperative Agreement. Disclosure to anyone other than an officer or employee of the COUNTY is prohibited.
- (4) All federal tax returns and return information provided by the IRS must be accounted for upon receipt, and properly stored before, during, and after processing. In addition, all related output must be given the same level of protection as required for the source material.
- (5) The COUNTY certifies that the IRS data processed during the performance of this Cooperative Agreement will be completely purged from all data storage components of its computer facility at the time the work is completed. If immediate purging of all data storage components is not possible, the COUNTY certifies that it safeguards any IRS data remaining as required by law in an appropriate storage component to prevent unauthorized disclosures and completes logging of said data as required by Publication 1075.
- (6) The COUNTY must give the STATE or its designee any spoilage or any intermediate hard copy printout that may result during the processing of IRS data. When this is not possible, the COUNTY is responsible for the destruction of the spoilage or any intermediate hard copy printouts, and must provide the STATE or

its designee with a written statement containing the date of destruction, description of material destroyed, and the method used.

- (7) All computer systems processing, storing, or transmitting of Federal tax information provided by the IRS must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.
- (8) The COUNTY shall not subcontract work involving Federal tax information (FTI) furnished under this Cooperative Agreement without prior written notice to the IRS, pursuant to IRS Publication 1075, Sections 7.4.3 and 11.3. Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the STATE's files for review. As part of the certification and, at least annually afterwards, contractors should be advised of the provisions of Internal Revenue Code (IRC) Sections 7431, 7213, and 7213A. The training provided before the initial certification and annually thereafter must also cover the incident response policy, procedure for reporting unauthorized disclosures, and data breaches. For both the initial certification and the annual certification, the contractor should sign, with either ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.
- (9) The COUNTY must maintain a list of employees and subcontractors with authorized access. The COUNTY must provide such list to the STATE and, upon request, to the IRS reviewing office.
- (10) The COUNTY shall immediately report to the STATE any incident involving an actual or suspected unauthorized access, use or disclosure of FTI information, in accordance with the requirements provided in User Documentation.
- (11) The STATE has the right to revoke the County's access to federal tax information, including federal tax information on the statewide child support computer system (PRISM) if the COUNTY fails to provide the safeguards described above.

3.20.2 Criminal/Civil Sanctions:

- (1) Each officer or employee of the COUNTY to whom federal tax returns or return information is or may be disclosed will be notified in writing by the COUNTY that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. The COUNTY shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure.

These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 C.F.R., section 301.6103(n)-1.

- (2) Each officer or employee of the COUNTY to whom federal tax returns or return information is disclosed or may be disclosed shall be notified in writing by the COUNTY that any federal tax return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Cooperative Agreement. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the Cooperative Agreement. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. The COUNTY shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by Internal Revenue Code sections 7213A and 7431.
- (3) Additionally, it is incumbent upon the COUNTY to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. section 552a. Specifically, 5 U.S.C., section 552a(i)(1), which is made applicable to COUNTY by 5 U.S.C., section 552a(m)(1), provides that any officer or employee of a COUNTY, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established hereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

3.20.3 Inspection. The COUNTY will complete a tri-annual COUNTY Inspection Report, administered by the STATE's IV-D program and will remedy any identified issues regarding secure FTI use and storage. The IRS and the STATE, with 24-hour notice, shall have the right to send its officers and employees into the offices of the COUNTY for inspection of the facilities and operations performing any work containing or relating to FTI to determine compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the COUNTY is found to be noncompliant with required safeguards.

3.21 Bonding. In accordance with 45 C.F.R., section 302.19, the STATE is required to ensure that every person who has *access to or control over funds* collected under the program is covered by a bond against loss resulting from employee dishonesty. The COUNTY must bond any employee, who, as a regular part of his or her job, receives, disburses, handles, or has access to support collections. Bonding is required due to the ability to access funds in PRISM through financial adjustments.

The COUNTY must have a minimum bonding amount of thirty thousand dollars (\$30,000) per employee. The STATE has determined this amount is sufficient to cover employee dishonesty. If the COUNTY does not have a bonding policy in place, it may establish a self-bonding system to satisfy the bonding requirements.

The minimum bonding amount does not reduce or limit the ultimate liability of the COUNTY for losses of support collections from the STATE's IV-D program.

The STATE will not collect bonding information for individual counties. The COUNTY must maintain all bonding information and is subject to the State Audit.

4. STATE's Duties and Responsibilities. The STATE shall:

4.1 General Requirements. Perform the duties and responsibilities specified in this Cooperative Agreement in accordance with state and federal statutes, federal regulations, and controlling court cases that are in effect during the term of this Cooperative Agreement.

4.2 CSD Memos/Child Support Bulletins. Maintain an index, accessible to COUNTY child support staff and County Attorneys, listing all the current COUNTY child support directives and COUNTY child support bulletins released during the Cooperative Agreement year that apply to the IV-D Program.

4.3 Program Instructions. Provide notification of new pending program instructions, administrative instructions and IV-D requirements within thirty (30) calendar days of first becoming aware of them.

Develop and maintain programs and administrative instructions for administrative and child support activities relating to the IV-D Program conforming to state and federal statutes, state administrative rules, federal regulations and controlling court cases. Cite applicable state and federal statutes and federal regulations in new program and administrative instructions. The STATE will incorporate such citation in the Child Support User Documentation.

4.3.1 Program Instruction Change. If, after notification of new pending program instructions, the COUNTY reasonably believes that the proposed change will have a significant financial impact on the COUNTY, the COUNTY may request from the STATE a thirty (30) calendar day comment period. The request for a comment period shall be made in writing to the Child Support Division Deputy Director within ten (10) calendar days of the notification of pending program instructions and shall be accompanied by a brief written explanation of the anticipated financial impact on the COUNTY and why the COUNTY believes the impact is significant. The comment period shall be granted if (a) written request is timely made and if (b) the change is not the result of

implementation of state and federal statutes, rules and regulations, court orders, or settlement agreements arising from litigation.

The STATE shall consider the fiscal impact on the COUNTY before implementing the change in requirements. It is not the STATE's intent to unilaterally impose any new, unbudgeted programs on the COUNTY.

4.3.2 Reasonable Time Period to Implement. Allow the COUNTY a reasonable time period in which to fully implement program instructions. Program instructions, which are the result of changes in federal or state laws, rules and regulations or court actions, may be implemented by the STATE in accordance with the implementation timeframes of the federal or state laws, rules and regulations, or court action.

4.3.3 Extension of Time Period to Implement. Allow the COUNTY to request an extension of the time period for implementing program instructions or requirements, which have a significant impact on the COUNTY and are not mandated by state or federal law or court order. The COUNTY may submit documentation of the hardship imposed, and the STATE may grant a reasonable exception to the implementation requirements.

- 4.4 Monitoring.** Have the discretion to monitor the COUNTY's responsibilities as defined in this Cooperative Agreement, conduct performance reviews, make recommendations concerning the overall administrative efficiency of the program, and require corrective action as applicable.
- 4.5 Comprehensive Training.** Provide comprehensive statewide training for COUNTY personnel including, but not limited to, new worker training, training related to new initiatives and PRISM enhancement, and other continuing training related to the IV-D Program. Training programs and curriculum shall be determined in consultation with the County Training Workgroup. Child Support training materials shall be made available to the COUNTY. Provision of classroom training and onsite training is subject to CSD budget limitations.
- 4.6 Information to the Public.** Provide the public with information on the Child Support Program per the requirements of 45 C.F.R., section 302.30.
- 4.7 Standard Cooperative Agreements.** Use the standard Cooperative Agreements that conform to state and federal laws when contracting with counties.
- 4.8 Central Registry.** Provide Central Registry services to counties.
- 4.9 PRISM Maintenance.** Ensure ongoing maintenance of PRISM.
- 4.10 PRISM Enhancement.** Responsible for the modification and enhancement of the PRISM system in order to meet federal program requirements and ensure that the system operates efficiently and in a manner that supports COUNTY program operations and performance improvements. The STATE shall take all necessary actions to modify the IV-A to IV-D (MAXIS/PRISM) computer interfaces, implement purging and archiving and fully utilize all funds authorized by the legislature for the modification and enhancement of PRISM.

- 4.11 Ownership of Software.** Retain all ownership rights in any STATE owned software or modifications thereof and associated documentation designed, developed, or installed because of this Cooperative Agreement.
- 4.12 Tax Intercept.** Certify arrears for tax intercept and other certifiable debts using PRISM account balances, as well as receive, distribute, and disburse tax intercept funds centrally through PRISM, and make information available in PRISM and other reports.
- 4.13 New Hire Reporting.** Ensure employer compliance with the reporting requirements under the Work Reporting System, Minnesota Statutes, section 256.998.
- 4.14 Provide Direct Program Assistance to COUNTY.** Maintain a Help Desk/Call Center or otherwise maintain a system to provide direct program assistance to the COUNTY, including assistance related to child support policy, PRISM processing, tax refund intercept processing, central receipt and disbursement and other centralized child support processes.
- 4.15 Delegation of Authority.** Delegate to the County Attorney, as set forth in Minnesota Statutes, section 393.11, subdivision 2, its authority to provide IV-D Program legal services by appearing (a) on behalf of COUNTY in the expedited process, (b) in district court, and (c) in appellate court. The STATE shall assist the County Attorney in preparation of appeals as appropriate.
- 4.16 Confidentiality of Records.** Agree to comply with the applicable federal and state laws and STATE regulations concerning confidentiality of participant and PRISM records.

5. Procurement.

- 5.1 Equipment.** The COUNTY may purchase and install equipment in accordance with the STATE's manuals and procedures and industry best practices. The COUNTY shall be responsible for inventory, maintenance, replacement, and security of all such equipment.

The COUNTY shall keep all STATE owned equipment that is located in the COUNTY in a secure place and compensate the STATE for any theft, damage, or other loss of equipment if the STATE's prescribed security precautions have not been met.

6. Allocations.

- 6.1 Standards of Performance and Performance Based Allocation.** The STATE shall specify standards of performance and budget an allocation to the COUNTY as its proportionate share of dollars for performance-based funding. The STATE shall distribute the available incentive funding to counties under Minnesota Statutes, sections 518A.51 and 256.979, subdivision 11,
- 6.2 COUNTY Contribution.** The COUNTY agrees that performance incentives allocated to the COUNTY must be used to supplement and not supplant other funds used to carry out the child support program. The COUNTY shall maintain a minimum county contribution from local budget resources. The minimum COUNTY contribution level

for each calendar year is computed with federal fiscal year 1998 as the base year. Under 45 C.F.R., section 305.35, a base amount of spending is determined by subtracting the amount of federal and state incentive funds earned by the COUNTY program for Federal Fiscal Year 1998 from the total amount expended by the county in the program during the same year. The COUNTY must maintain this base amount of county spending in future years. The COUNTY must use incentive payments in addition to, and not in lieu of, the base amount.

If the STATE fails to meet reinvestment minimums, individual counties that fail to maintain the minimum county contribution level will be subject to disallowance of incentive funds in an amount up to the full amount of local funds supplanted, plus the loss of federal matching funds if applicable.

If the STATE's failure to meet minimum reinvestment levels results in a loss of future incentive funds, counties that maintained their minimum county contribution level will not be penalized.

7. **Funding.** The COUNTY agrees that the obligations of the STATE under this Cooperative Agreement are limited by and contingent upon state and federal legislative authorization and budget appropriations. If, during the term of this Cooperative Agreement, the budget appropriations which fund the STATE, the COUNTY, and services under this Cooperative Agreement are not made, are repealed, or reduced by actions of the Legislature, Congress, or otherwise, the STATE's and the COUNTY's obligations under this Cooperative Agreement will be reduced, suspended, or cancelled, as deemed appropriate at the STATE's sole discretion.

8. **Federal Reimbursement.** The STATE shall reimburse the COUNTY for the functions it performs and services it provides or purchases as set forth in Section 3. Payments by the STATE under this Cooperative Agreement are contingent upon:

(a) substantial compliance by the COUNTY of all responsibilities identified in this Cooperative Agreement, and in accordance with state and federal laws; (b) authorization of Minnesota and federal laws and availability of state and federal funds; and (c) approval of cost allocation plans and of expenditures for non-expendable personal property by state and federal cost allocation units.

The COUNTY must certify that any claim for reimbursement through federal financial participation (FFP) complies with the limits on FFP for IV-D expenditures listed in 45 C.F.R., part 304. If the COUNTY has questions about whether or not an expense is eligible for reimbursement, the COUNTY may contact the STATE for guidance.

- 8.1 **County Income Maintenance Claims.** Claims for reimbursement must be submitted electronically pursuant to the requirements of the STATE's cost reporting system. Child Support costs must be reported quarterly on the DHS-2550 Income Maintenance Expense Report and must be submitted via web-based application to the STATE on or before the 20th day of the month following the quarter for which reimbursement is being claimed. If the 20th day of the month falls on a Saturday, the due date for the expenditure report is Friday the 19th; if the 20th is a Sunday, it is due on Monday the 21st.

For all claims submitted timely, the STATE will issue the reimbursement payment by Electronic Fund Transfer. Said reimbursements are subject to reduction and/or recovery as provided in this Cooperative Agreement. Late expenditure reports will be processed in the following quarterly payment cycle.

Reimbursement payments will be made quarterly. The reimbursement payment for each quarter consists of the current quarter's federal financial participation (FFP) amount plus/minus any adjustments for prior quarters.

8.1.1 County-wide Indirect Claim. The COUNTY must submit cost allocation plans containing methodology and resulting amounts for eligible countywide indirect expenses incurred in the delivery of the IV-D Program. These plans must be certified by an independent auditing firm and be received by the STATE Financial Operations Division (FOD) by February 15th of each calendar year. Only countywide indirect costs that comply with the limitations of 45 C.F.R., part 304, and other federal and state limitations on indirect cost are eligible expenses.

One-fourth (25%) of the annual Child Support amount from the cost allocation plan will be the eligible county-wide indirect expense amount to be reimbursed each quarter. The reimbursement payment for each quarter will consist of the current quarter's federal financial participation (FFP) amount plus/minus any adjustments for prior quarters.

8.2 Adjusted Reimbursement Claims. The COUNTY may submit adjustments to prior quarter DHS-2550 expenditure reports up to one year from the original quarter ending date. Child Support reimbursements resulting from expenditure adjustments for prior quarters will be paid as part of the normal quarterly payment process.

8.3 Non-Compliance. The STATE may withhold or withdraw funds from the COUNTY when it is in non-compliance with this Cooperative Agreement or IV-D Program Requirements subject to the terms of this Cooperative Agreement. The STATE may withhold or withdraw funds if the STATE determines that the activities performed by the COUNTY do not meet state or federal statutes and requirements, following an opportunity for corrective actions as described in Section 8.3.1 (Compliance Review).

If there is a delay or failure to perform when such delay or failure is due to an uncontrollable circumstance that was unforeseeable, the County shall be excused from timely performance because of the uncontrollable circumstance. Uncontrollable circumstances shall include fire, flood, epidemic, wars, acts of God, unusually severe weather, or actions of public authorities that cause an inability to perform work. The County shall communicate the uncontrollable circumstance to the State as quickly as practical.

The County will begin performance as soon as the consequences of the uncontrollable circumstance are remedied to such an extent that the County is able to begin performance.

8.3.1 Compliance Review. The STATE will notify the COUNTY of items that require corrective action and the need for the COUNTY to develop and submit a Corrective Action Plan. The COUNTY must submit its response within ten (10) calendar days of the date of the notice under this section, unless the STATE approves an extension.

A failure by the COUNTY to implement fully a STATE approved Corrective Action Plan shall result in a payment reduction to be determined by the STATE.

8.3.2 Advance Notice. The STATE shall provide thirty (30) calendar days advance notice to the COUNTY when it intends to withhold or withdraw a payment pursuant to Section 8.3.1 (Non-Compliance). The STATE will schedule a conference to attempt resolve the issue that gave rise to the notice before the imposition of the withholding or withdrawal. After the conference, if there is an impasse, the COUNTY may appeal the STATE's decision as provided by Section 11 of this Cooperative Agreement.

8.4 Disallowances. The STATE shall recover from the COUNTY any state or federal fiscal disallowances or sanctions attributable to actions of the COUNTY, Cooperating Agencies, or the COUNTY's subcontractors. If federal fiscal disallowances or sanctions are based on either a statewide sample or a categorical disallowance imposed across the State, the STATE shall recover the proportional share of the disallowance or sanction from the COUNTY.

8.5 Conditions of Payment. All services and reporting provided by the COUNTY pursuant to this Cooperative Agreement shall be performed to the satisfaction of the STATE, as determined at the sole discretion of its authorized agent, and in accord with all applicable federal, state and local laws, rules and regulations. The STATE reserves the right to suspend, reduce, or terminate the distribution of child support funds to the COUNTY for services or reporting provided pursuant to Section 8.1 of this Cooperative Agreement found by the STATE to be unsatisfactory or in violation of federal or state laws and regulations.

8.6 Payment recoupment. The COUNTY must reimburse the STATE upon demand, or the STATE may deduct from future payments made pursuant to this Agreement, any amounts paid by the STATE under this Cooperative Agreement, for which required reports have not been received, or for which the COUNTY's books, records or other documents are not sufficient to clearly substantiate that those amounts were used by the COUNTY to perform the services described in this Cooperative Agreement.

9. Program Operation: Records, Reporting, Monitoring, and Security.

9.1 Record Keeping Requirements. At least forty-five (45) calendar days prior to the effective date of any STATE reporting or record keeping requirement issued after the beginning of the Cooperative Agreement period, the STATE shall provide the COUNTY with written notice of such a proposed reporting or record keeping requirement and allow the COUNTY an opportunity to review and comment on such a requirement. Reporting and record keeping requirements which are the result of changes in federal or state laws, rules and regulations or any court actions may be implemented by the STATE without strict compliance with the above-stated notice and comment requirements. However, the STATE shall make reasonable efforts to solicit comments from the COUNTY prior to implementing such record keeping and reporting requirements.

9.2 Records Maintenance. The COUNTY shall maintain such case files, fiscal records, financial statements, and necessary evidences of accounting procedures and

practices sufficient to document the funding received and disbursements made under this Cooperative Agreement.

The COUNTY shall maintain such records, reports, evaluations, or other documents that the STATE specifies are needed for monitoring and auditing. Maintenance of such records, irrespective of the reporting requirements, is subject to manual provisions allowing destruction of records. The COUNTY shall furnish such reports and documents to the STATE in the format and according to the schedules, as the STATE requires. These reports must comply with STATE reporting instructions. The STATE shall evaluate and monitor compliance with reporting instructions.

9.3 Records Availability. All records maintained by the COUNTY pursuant to this Cooperative Agreement shall be available to the STATE on request and with adequate notice for inspection, examination, or audit. Except when the STATE determines that unusual or exigent circumstances exist, the STATE will give the COUNTY at least five (5) business days written notice, unless the COUNTY consents to a shorter timeframe. The STATE shall monitor its request for reports and evaluations to eliminate present and prevent future duplicate requests being sent to the COUNTY.

9.4 Federal or State Authority to Review Documents. Notwithstanding the above, nothing in this Cooperative Agreement shall be construed to limit, modify or extinguish any federal or state legal authority to inspect, audit or have access to any records, financial statements or other reports maintained by the COUNTY or to modify or limit the COUNTY's legal obligation to maintain any record or report required by state or federal statutes, rules or regulations.

9.5 Records Security and Access. Access to and confidentiality of all records and reports shall be maintained in compliance with the applicable federal and state laws, including Minnesota Statutes, chapter 13. Each party is responsible for compliance with state and federal data privacy laws and agreements.

10. Annual Audit.

10.1 Compliance with Single Audit Act. All sub-recipients receiving \$500,000 or more of federal assistance in a fiscal year will obtain a financial and compliance audit made in accordance with the Single Audit Act, Office of Budget and Management (OMB) Circular A-133. The COUNTY certifies it will comply with the Single Audit Act, OMB Circular A-133, if applicable. Failure to comply with these requirements could result in forfeiture of federal funds.

10.2 State Audits. Under Minnesota Statutes, section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices of the COUNTY and its employees, agents, or subcontractors relevant to this contract will be made available and subject to examination by the STATE, including the contracting Agency/Division, Legislative Auditor, and State Auditor for a minimum of six years from the end of this contract.

10.3 Audit Disallowance.

10.3.1 The COUNTY's Liability. The COUNTY shall be liable for the entire amount of the audit adjustment attributed directly to the COUNTY. If the STATE receives a

federal audit adjustment based on a statewide random sample, the actual amount of a disallowance against the COUNTY shall be determined pursuant to Minnesota Statutes, section 256.01, subdivision 2(r).

10.3.2 Fiscal Sanction. No fiscal sanction shall be taken against the COUNTY unless it is based upon a specific law, regulation, rule, administrative instruction, or program instruction that was: (a) effective during the time period which is being audited, and (b) communicated to the COUNTY head or designee in writing by the STATE or the federal government prior to the time period audited. No state audit adjustment for failure to meet the requirements of Section 3.1 and 3.2 shall be imposed for sixty (60) calendar days after the date the COUNTY receives written notice of the requirement. The STATE may extend the 60-day hold-harmless period upon COUNTY's proof of hardship. The 60-day hold-harmless period is not required if the State has been assessed a federal fiscal penalty because federal law, federal regulations, or court order mandated the requirement and held the State to a more restrictive time period, or the requirement is the result of state law, administrative rules, or court order that imposes a more restrictive time period and the imposition of a state fiscal penalty. These conditions in no way negate the COUNTY's responsibility to implement policies and instructions by their effective dates.

10.4 Audit Adjustments

10.4.1 Audit Adjustment Determination. If, pursuant to an audit under Section 10, it is determined that there is an error in the COUNTY's fiscal and service records for this Cooperative Agreement or previous Cooperative Agreements, the STATE will take steps to recover or otherwise adjust the COUNTY's reimbursement under the Cooperative Agreement. The STATE shall limit the increase or decrease to the audited error and shall confer with the COUNTY before increasing or decreasing the monthly payment for this Cooperative Agreement. The Parties may negotiate the timing and amount of the adjustment at the COUNTY's request.

10.4.2 Payment Adjustments. The Parties shall attempt to negotiate the timing and payment schedule of any adjustments under this Section. The STATE may adjust subsequent claims for reimbursement by any audit exception or non-compliance exception up to the amount of the exception.

11. Administrative Review. The COUNTY shall be entitled to an administrative review if both of the following occur:

1. The STATE and the COUNTY disagree about the interpretation of any provision of this Cooperative Agreement; and
2. The disagreement concerns: (a) reconciliation of claims and reimbursements (review is through STATE conference); (b) any financial audit of the COUNTY as described in this Cooperative Agreement (review is through the audit resolution policy); (c) any compliance review of the County as described in section 8.3; or (d) any federal audit of the COUNTY or the STATE.

11.1 Review Process. The COUNTY's method of resolving any dispute or controversy arising out of or relating to this Cooperative Agreement shall be the complaint process provided in this subsection. The COUNTY may address a written complaint to the

CSD Division Deputy Director at the Minnesota Department of Human Services at the following address: CSD Division Deputy Director, 444 Lafayette Road North, St. Paul, MN 55155. The CSD Division Deputy Director shall respond in writing within ten (10) business days. Time periods may be extended by written agreement of the STATE and the COUNTY. If the COUNTY is not satisfied with the response, the COUNTY may request a review of the decision using the process in Section 11.2.

11.2 Administrative Appeal. If the STATE and the COUNTY disagree about the interpretation of any provision of this Cooperative Agreement and a substantial interest of the COUNTY is at risk by an action of the STATE, and the dispute is not resolved in the complaint process described above or in the process described in Section 3.1.1, the COUNTY may then submit the dispute to DHS Division Director of Contracts, Procurement, and Legal Compliance for administrative appeal.

11.2.1 Notice of Demand for Appeal. Notice of a request for an administrative appeal, along with the written appeal and all supporting documentation must be submitted to the Administrative Law Attorney (ALA) at the DHS Office of General Counsel, 444 Lafayette Road, St. Paul, MN. 55164 within thirty (30) calendar days of the response from the CSD Division Deputy Director pursuant to Section 11.1.

11.2.2 Process. The ALA shall within seven (7) business days forward to the CSD Division Deputy Director a copy of the request for appeal and all supporting documentation provided by the COUNTY. The CSD Division Deputy Director shall submit a written response within fourteen (14) business days, along with all supporting documentation to the ALA. A copy of the response and all supporting materials must be sent to the COUNTY. The ALA shall make a determination based on the written submissions, statutes and case law if applicable. The ALA shall then recommend to the DHS Commissioner a course of action in the appeal. The Commissioner or designee shall issue an order affirming, reversing, or modifying the action or decision of the STATE. This order is binding upon the COUNTY and the STATE unless an appeal is filed with the Ramsey County, MN District Court within thirty (30) calendar days of the Commissioner's order.

11.2.3 Policy Disputes; Limited Reimbursement Guarantee. If the ALA finds the following conditions exist:

- 1) The policy or decision has state-wide impact;
- 2) The COUNTY has identified a significant issue that poses a significant risk to the COUNTY; and
- 3) The COUNTY agrees to implement the policy or decision if the STATE reduces the risk to the COUNTY;

Then the ALA may make a recommendation to the Commissioner to direct the reimbursement of direct COUNTY costs, as described below, reasonably related to the legal risk assumed by the COUNTY for complying with the policy or direction.

Direct costs include civil damages, within tort liability limits, the costs of defense in civil litigation, the costs of appeal from district court in family, civil, and criminal cases.

12. General Provisions.

12.1 Lobbying Certification. In conformance with federal law, the authorized COUNTY representative must review and sign either the Certificate Regarding Lobbying form (**Attachment B**) or the Disclosure of Lobbying Activities (**Attachment C**) included in this document.

12.2 Debarment Certification. Debarment by State or Federal Government, or any State or Federal Departments, Commissions, Agencies or Political Subdivisions.

Pursuant to 45 C.F.R., section 92.35 and Minnesota Statutes, section 161.315, COUNTY certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal department or agency.

The COUNTY or any subcontractor must provide immediate written notice to the STATE if at any time the COUNTY or subcontractor learns that its certification was erroneous when submitted or had become erroneous because of changed circumstances.

12.2.1 Subcontractor Debarment. Pursuant to title 45 C.F.R., section 92.35, and Minnesota Statutes, section 161.315, the COUNTY must require certifications from its subcontractors that none of its subcontractors is presently debarred or suspended by the State or Federal Government, or any State or Federal Departments, commissions, agencies, or political subdivisions. The COUNTY'S agreement to certify all appropriate subcontractors is a material representation upon which the STATE relies in entering into this Cooperative Agreement. The COUNTY shall provide immediate written notice to the STATE if at any time it learns that any disbarment certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

The COUNTY must use the appropriate certification regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion in any subcontract, including the Cooperative Arrangement, in which federal money will be or may potentially be used.

Approved Certifications regarding disbarment are **Attachment D**.

12.3 Prohibition on Weapons. The COUNTY shall comply with all terms of the Department of Human Services' (DHS) policy prohibiting carrying or possessing weapons wherever and whenever the COUNTY is performing services within the scope of this Cooperative Agreement. This policy, which is located at the business location of the STATE and is available to the COUNTY upon request, is incorporated by reference into this contract. Any violations of this policy by the COUNTY or its employees may be grounds for immediate suspension of the Cooperative Agreement.

Unless otherwise directed by Ramsey County District Court Chief Judge order, the DHS weapons provision does not apply to county attorneys and assistant county attorneys who are permitted to carry firearms in accordance with Minnesota Statutes, section 388.051, subdivision 4 which states: "*Firearms exemption. Notwithstanding section 626.84, subdivision 2, a county attorney, or an assistant county attorney appointed under section 388.10, who lawfully possesses a permit to carry a pistol*

issued in accordance with section 624.714 may possess and carry a firearm while on duty, unless restricted by the county attorney."

The DHS weapons provision does not apply to peace officers, as defined by Minnesota Statutes, section 626.84, carrying or possessing weapons within the scope of their employment.

12.4 Provisions of Services and Programs.

12.4.1 Funding Limitations. Except as provided in state and federal statutes, the COUNTY shall perform the functions and provide the services within the limits of State and COUNTY appropriations used to match State and federal funds.

12.4.2 COUNTY Funding. Nothing in this Cooperative Agreement shall be construed to require the expenditure of COUNTY funds, except as specifically provided herein and authorized by the Governing Board of the COUNTY.

12.4.3 Lawful Power and Duties. Nothing contained in this Cooperative Agreement shall be construed to supersede the lawful power or duties of the COUNTY. The COUNTY shall carry out its responsibilities under the sections of this Cooperative Agreement through its appropriate COUNTY departments.

12.5 Data Disclosure. Under Minnesota Statutes, section 270C.65, subdivision 3, and other applicable law, the COUNTY consents to disclosure of its Social Security Number, federal employer tax identification number, and/or Minnesota tax identification number, to the STATE, to federal and state agencies, and to state personnel involved in the approval and payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws, which could result in action requiring the COUNTY to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities. The STATE will not approve this Cooperative Agreement unless these numbers are provided by the COUNTY.

12.6 Liability. To the extent provided for in Minnesota Statutes, sections 466.01 to 466.15, the COUNTY shall be responsible for any and all claims or causes of action arising from the performance of this Cooperative Agreement by the COUNTY or COUNTY agents and/or employees. This clause shall not be construed to bar any legal remedies the COUNTY may have for the STATE'S failure to fulfill its obligations pursuant to this Cooperative Agreement. The STATE's liability, if any, shall be governed by Minnesota Statutes, section 3.736.

12.7 Voter Registration Requirement. The COUNTY certifies that it will comply with Minnesota Statutes, section 201.162 by providing voter registration services for COUNTY employees and for the public served by the COUNTY.

12.8 Conditions on the Parties' Obligations. This Cooperative Agreement is contingent upon authorization of Minnesota and United States laws and any material amendment or repeal of same affecting relevant funding to, or authority of, the STATE shall serve to terminate this agreement except as further agreed by the Parties hereto.

12.9 Governing Law, Jurisdiction and Venue. Minnesota law, without regard to its choice of law provisions, governs this Cooperative Agreement, attachments, and

amendments and supplements thereto. Venue for all legal proceedings arising out of this contract, or breach thereof, will be in the state or federal court, without STATE waiving its sovereign immunity, with competent jurisdiction in Ramsey County, Minnesota.

12.10 Severability. If any provision of this Cooperative Agreement is held unenforceable, then such provision will be modified to reflect the Parties' intention. All remaining provisions of this Cooperative Agreement shall remain in full force and effect.

12.11 Assignment, Amendments, Waiver, and Cooperative Agreement Complete.

12.11.1 Assignment. The COUNTY may neither assign nor transfer any rights or obligations under this Cooperative Agreement without the prior consent of the STATE and a fully executed Assignment Agreement, approved by the same Parties who executed and approved this Cooperative Agreement, or their successors in office.

12.11.2 Amendments. Any amendment to this Cooperative Agreement must be in writing and will not be effective until it has been executed and approved by the same Parties who executed and approved the original Cooperative Agreement, or their successors in office.

12.11.3 Waiver. If the STATE fails to enforce any provision of this Cooperative Agreement, that failure does not waive the provision or STATE'S right to enforce it.

12.11.4 Cooperative Agreement Complete. This Cooperative Agreement contains all negotiations and agreements between the STATE and the COUNTY. No other understanding regarding this Cooperative Agreement, whether written or oral, may be used to bind either Party.

12.11.5 Effective Date. The effective date of this Cooperative Agreement for the payment of federal funds is first date of the quarter in which the STATE and the COUNTY obtain all required signatures under Minn. Stat. §16C.05, subd. 2.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
Signature Page Follows**

IN WITNESS WHEREOF, the STATE and the COUNTY have executed this Agreement as of the day and year first above written.

COUNTY NAME: Nicollet

NOTE: Date Stamp is included
in Electronic Signature.

SIGNATURE of Person Authorized to Execute
Agreement on Behalf of County

Terry Morrow
Printed Name

Board Chairman
Title

Cassandra Sassenberg Digitally signed by Cassandra Sassenberg
Date: 2021.11.12 10:52:29 -06'00'

SIGNATURE of County Director, Child Support Division or
County Director, Human Services Department

Cassandra Sassenberg
Printed Name

Health and Human Services Director
Title

MINNESOTA DEPARTMENT OF HUMAN SERVICES:

SIGNATURE of Director, Minnesota Child Support
Division, and Deputy Assistant Commissioner, Children
and Family Services, Minnesota Department of Human
Services

Shaneen D. Moore
Printed Name

ATTACHMENT B

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities" (Attachment C), in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By _____
(Signature of Official Authorized to Sign Application)

Terry Morrow
Print Name

Board Chairman
Title

For _____
Nicollet County
Name of Provider County

Child Support
Title of County Program

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

Approved by OMB
0348-0046
(Reproduced by DCF)

1. Type of Federal Action: <input checked="" type="checkbox"/> a. cooperative agreement <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year <input type="text"/> quarter <input type="text"/> date of last report <input type="text"/>
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier <input type="text"/> if known: Congressional District, if known: <input type="text"/>		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: <input type="text"/> Congressional District, if known: <input type="text"/>
6. Federal STATE/Agency: <input type="text"/>	7. Federal Program Name/Description: <input type="text"/> CFDA Number, if applicable: <input type="text"/>	
8. Federal Action Number, if known: <input type="text"/>	9. Award Amount, if known: \$ <input type="text"/>	
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): <input type="text"/>	10. b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): <input type="text"/>	
11. Amount of Payment (check all that apply): \$ <input type="text"/> <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: <input type="text"/> <div style="border: 1px solid black; height: 50px; width: 100%; margin-top: 5px;"></div>	
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature <input type="text"/> value <input type="text"/>		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11: <input type="text"/>		
15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No		
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: <input type="text"/> Print Name: <input type="text"/> Title: <input type="text"/> Date: <input type="text"/>	

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

0348-0046
(cont.)

Reporting Entity:

Page

1

of

INSTRUCTIONS FOR COMPLETION OF SF-LLL**DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limit to subcontracts, subgrants ad contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonable expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion. Federal money will be used or may potentially be used to pay for all or part of the work under the contract, therefore the prospective lower tier participant (subcontractor) must certify the following, as required by the regulations implementing Executive Order 12549.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R., part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R., part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ATTACHMENT A

CY 2022-2023 IV-D CHILD SUPPORT COOPERATIVE ARRANGEMENT

WITH

Nicollet County OFFICES OF HUMAN SERVICES,
COUNTY SHERIFF and COUNTY ATTORNEY

The Nicollet County Office of Human Services (hereinafter "COUNTY") and its designated Child Support Office (hereinafter referred to as "County IV-D Agency or IV-D Agency") and the Nicollet County Attorney (hereinafter, "County Attorney"), and the Nicollet County Sheriff (hereinafter "County Sheriff") hereby enter into the following Cooperative Arrangement.

RECITALS

Whereas, the COUNTY and its County IV-D Agency, according to Minnesota Statutes, section 393.07, subdivisions 2 and 3 and through their Cooperative Agreement with the Minnesota Department of Human Services, are responsible for operation of child support services;

Whereas, the COUNTY is also empowered to enter into Cooperative Arrangements with the County Sheriff and the County Attorney pursuant to Minnesota Statutes, chapter 388 and Minnesota Statutes, sections 393.11 and 471.59;

Whereas, the County Attorney is willing and able to provide legal services necessary to the operation of the child support enforcement program under Title IV-D of the Social Security Act, 42 U.S.C., sections 651 through 699Bb;

Whereas, the County Sheriff is willing and able to perform activities necessary to the operation of the child support enforcement program under Title IV-D of the Social Security Act;

Whereas, the above-referenced entities enter into this Cooperative Arrangement to set forth their respective responsibilities in providing services necessary to the operation of the child support enforcement program under Title IV-D of the Social Security Act; and

Whereas, Title IV-D of the Social Security Act, Public Law 93-647, as amended, and 45 C.F.R., section 303.107 require a Cooperative Arrangement between the COUNTY and the other county entities that are a party to this Cooperative Arrangement, namely the County Attorney and the County Sheriff, in order to compensate said county entities with respect to reimbursement for costs incurred in providing services necessary to operate the child support enforcement system under Title IV-D of the Social Security Act.

NOW, THEREFORE, BE IT RESOLVED that the parties hereby agree as follows:

I. GENERAL TERMS

- A. **Duration of Arrangement.** It is agreed that this Cooperative Arrangement will commence on **January 1, 2022**, and will expire on **December 31, 2023**. The Cooperative Arrangement may be terminated earlier upon sixty (60) days written notice to all other parties. This Cooperative Arrangement shall be renewed upon written agreement of all parties.
- B. **Effective date for payment of federal funds.** The effective date of this Cooperative Arrangement for the payment of federal funds is the first date of the quarter in which the COUNTY, County Attorney, and County Sheriff obtain all required signatures.
- C. **Purpose.** The purpose of the child support program is to establish paternity and secure financial support for minor children who are living apart from one or both parents as more fully set forth in Title IV-D of the Social Security Act. In order to meet this purpose, this Cooperative Arrangement establishes procedures for the provision of services to the child support program by the County Attorney, and the County Sheriff.
- D. **Parties.** "Parties" means the COUNTY and the Cooperating Agencies. "Cooperative Agency" is defined in the Cooperative Agreement.
- E. **STATE.** "STATE" means the Minnesota Department of Human Services, Child Support Division.
- F. **DHS.** "DHS" means the Minnesota Department of Human Services.
- G. **CSD.** "CSD" means the STATE's Child Support Division.
- H. **Duties.** The specific duties of each Party are set forth more fully below. This Cooperative Arrangement also provides for reimbursing administrative costs in accordance with federal regulations and state policy.
- I. **Amendments.** Any amendment to this Cooperative Arrangement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Cooperative Arrangement, or their successors in office. Any amendment of this Cooperative Arrangement must be sent to the DHS' Deputy Director of the Child Support Division.
- J. **Records.** The parties will maintain all records, including financial records, related to all services provided under this Cooperative Arrangement for the longer of six (6) years following the end date of this agreement or as otherwise provided by law. Record maintenance will be in accordance with all federal, state, and local records retention policies, reporting and safeguarding requirements. Records related to services provided under this Cooperative Arrangement will be made available and subject to state and federal review and audit.
Pursuant to 45 C.F.R., section 303.2(c) staff with PRISM update access shall appropriately document case activity. For staff that do not have PRISM update access, the responsible party shall ensure that IV-D case activity is recorded by the appropriate staff. Said documentation shall include the date of action, a description of services rendered, and the result of the action.

All IV-D related contacts, actions and other appropriate IV-D case activity must be recorded as case events in PRISM by the COUNTY. "PRISM" is defined in the Cooperative Agreement.

Case records that are held or maintained by the COUNTY must be maintained pursuant to the requirements under 45 C.F.R., section 303.2(c) and referenced by a note in PRISM. The note must identify the nature of the records and the specific location of the records.

- K. **Applicable Laws and Policies.** All Parties will comply with Title IV-D of the Social Security Act and all applicable federal laws, regulations, action transmittals, and other directives, instructions, and requirements of the United States Department of Health and Human Services, Office of Child Support Enforcement, including but not limited to, applicable federal and state information privacy laws. All parties will comply with other applicable state statutes governing the child support program; state child support procedures; and applicable Minnesota laws and statutes.

1. Policy Dispute

The County Attorney may seek review of STATE policies through this section or through section 3.1.1 of the Cooperative Agreement, acting as the COUNTY.

a. CARC Review

The County Attorney shall be entitled to an administrative review of the STATE's interpretation of the above policies and procedures, if the CARC agrees that the difference in interpretation has a state-wide impact to multiple cases and the CARC agrees on a recommended resolution of the dispute. "CARC" is defined in the Cooperative Agreement.

b. Procedure

The County Attorney shall bring its disagreement with the STATE's interpretation to the CARC. The CARC shall decide whether to submit the dispute to the CSD Division Deputy Director. If a dispute is submitted to the STATE, it must clearly state the following information in writing: The disputed policy; exactly what part of the policy is disputed; the legal and/or policy reasons for the difference in interpretation; and a proposed solution to the differences in interpretation. The CSD Division Deputy Director and the CARC shall attempt to resolve the disagreement in an informal manner. If the CARC and the CSD Division Deputy Director are unable to reach an informal resolution of the policy dispute, the CARC may request the CSD Division Deputy Director to issue a written decision. The CSD Division Deputy Director shall issue a written decision as soon as practicable. If the CARC disagrees with the written decision, the CARC may seek mediation of the policy dispute through the Minnesota Office of Administrative Hearings (OAH). The County Attorney's office initiating the policy dispute shall be responsible for the payment of mediation fees. The decision of OAH is binding upon the COUNTY and the STATE unless an appeal is filed with the district court within thirty (30) calendar days of the OAH decision.

- L. ***Monitoring and Corrective Action.*** The COUNTY's performance, as set forth in this Cooperative Arrangement, may be monitored by the STATE as needed to ensure effective implementation of its terms and to identify problems that affect the delivery of services covered by the Cooperative Arrangement. The STATE may direct the COUNTY to develop corrective action plans as necessary to avoid fiscal sanctions, which may result if the COUNTY does not meet its obligation under this Cooperative Arrangement. The COUNTY must notify the STATE of conditions that have caused or may hinder its ability to meet its obligations under this Cooperative Arrangement. The COUNTY will develop corrective action plans and comply with them. The Cooperating Agencies agree to comply with any state or federally approved corrective action plans.
- M. ***FFP Reimbursement for Child Support Activities.*** The COUNTY agrees to comply with the provisions of 45 C.F.R., section 304.21, federal financial participation (FFP), in the costs of Cooperative Arrangements, as a condition for FFP. The COUNTY may be reimbursed for administrative expenses incurred as a result of the activities performed under this Cooperative Arrangement. Said reimbursement shall not exceed the percentage set by federal regulations or state statutes, and it may change during a given calendar year.

The STATE will send written notification to the COUNTY as soon as the STATE is officially notified of a proposed change in the reimbursement rate for administrative expenses, and the county shall notify Cooperating Agencies as soon as they are aware of any changes.

- N. ***COUNTY's Duties, Functions, and Responsibilities.*** The COUNTY is responsible for administering the program to establish paternity, establish and enforce child support, medical support, and child care support orders, and to enforce spousal support orders pursuant to state and federal law.

The COUNTY will seek reimbursement for the allowable costs incurred under the terms of this Cooperative Arrangement by appropriately reporting those costs to the STATE.

II. Information Privacy

The requirements contained in the *Information Privacy and Security Agreement (IPSA)* that has been separately executed by COUNTY and DHS, and any successor agreement thereto, are hereby incorporated by reference into and made part of this Cooperative Arrangement. The Parties to this Cooperative Arrangement agree that the IPSA governs the Parties' access, use, disclosure of, and responsibilities for protected information (as defined in the IPSA) administration of the Parties' administration of relating to the Title IV-D of the Social Security Act.

Additionally, the Parties agree to comply with the following provisions:

- A. ***Confidentiality.*** The information exchanged under this Cooperative Arrangement shall not be disclosed to individuals or agencies other than as provided in 45 C.F.R. sections 202.50 and 303.21, and as provided by the laws of the State of Minnesota. Information exchanged under this Cooperative Arrangement will only be used to promote or support the administration of programs authorized to share information under Title IV-D of the Social Security Act.

- B. **Data Privacy.** For purposes of executing its responsibilities and to the extent set forth in this Cooperative Arrangement, all of the Parties to this Cooperative Arrangement shall be part of the "welfare system," as defined in Minnesota Statutes, section 13.46, subdivision 1. To the extent permissible by law, each Party's employees and agents will have access to private or confidential data maintained by the other Parties to the extent necessary to carry out COUNTY's responsibilities under this Cooperative Arrangement.
- C. **Duty to ensure proper handling of protected information.** The COUNTY shall be responsible for training its employees (and employees of (a) the County Human Services Agency, (b) the County Attorney's Office, and (c) the County Sheriff's Department) who are authorized to access and use protected information collected under the terms and for the purposes specified in this Cooperative Arrangement. This responsibility includes ensuring that staff are properly trained and comply with the following:
1. The Minnesota Government Data Practices Act (MGDPA), Minnesota Statutes Chapter 13, in particular, section 13.46 (welfare data);
 2. Security and Confidentiality of Department of Public Safety Driver and Vehicle Service (DVS) data;
 3. Internal Revenue Service (IRS) procedures and safeguards for the confidentiality and security of IRS sourced data under 26 United States Code, sections 6103 and 7213, and the penalties for misuse of IRS sourced data, under 26 United States Code, sections 7213 and 7431, and 26 Code of Federal Regulations, section 301.6103(n)-1,
 4. Federal Parent Locator Service and Child Support Program information privacy and safeguards, including information derived from the National Directory of New Hires, the Debtor File, and the Federal Case Registry, and the Federal Privacy Act; and
 5. Any other applicable state and federal statutes, rules, regulations, and agreements affecting the collection, storage, use and dissemination of private or confidential information.
- D. **Minimum necessary access to protected information.** The Parties shall comply with the "minimum necessary" access and disclosure standards set forth in the MGDPA. The accessing, use, and disclosure of protected information is limited to "that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government." Minnesota Statutes, §13.05, subd. 3.
- E. **Each party shall.**
1. Maintain appropriate safeguards to prevent inappropriate access, use, or disclosure of protected information by its employees other than as provided for by this Cooperative Arrangement or as otherwise required by law;
 2. Immediately report any inappropriate access, use, disclosure, or unauthorized access to protected information not authorized by this Cooperative Arrangement of which it becomes aware;
 3. Ensure that any agents (including subcontractors), analysts, and others to whom

it provides private or confidential data, agree to be bound by the same restrictions, conditions, and training that apply to it with respect to such information;

4. At termination of this Cooperative Arrangement, extend the protections of this Cooperative Arrangement to protected information collected during the course of this Cooperative Arrangement.

F. *Family Violence Indicator.*

Pursuant to Minnesota Statutes, section 257.70 and federal law, the COUNTY and the Parties to this Cooperative Arrangement may not release information about the whereabouts of a person, if it has knowledge that a protective order with respect to the other party has been entered, or if the COUNTY has reason to believe that releasing the information might result in physical or emotional harm to the person about whom the information is sought. Child support workers are required to safeguard the privacy of said individuals by entering a safety concern indicator in PRISM.

Protected information, which includes information stored in or accessed from the PRISM system, includes information about all case participants, including persons with privacy protection. The COUNTY and the Parties to this Cooperative Arrangement will explain the sensitive nature of the safety concern indicator to all personnel with access to case information and will comply with safeguards to protect the privacy of all parties, including individuals protected with a privacy protection indicator.

Information about protected individuals may not be published, used, transmitted, or otherwise shared, without first removing all information about location, employment or other information identifying the whereabouts of the protected individual.

G. *Maintaining the Security of Protected Information Stored in or Accessed from the PRISM System.*

Protected information shall be stored in a place physically secure from access by unauthorized persons in conformance with DHS Child Support Division manuals and instructions regarding computer security. The manual is found in the CSD User Documentation. County Security Officers and local agencies can access the manual on DHS-SIR at <https://www.dhssir.cty.dhs.state.mn.us/PRISM>.

The COUNTY and the Parties to this Cooperative Arrangement shall require that all personnel with access to protected information will adhere to the policies and procedures of the CSD and state statutes regarding confidentiality and computer access that are referenced in the CSD User Documentation. The CSD Division Director or his/her designee may review each staff person's access to protected information to ensure that the level of access is consistent with their job duties.

- H. *Hold Harmless for data practices violations.*** The Parties are responsible for their own acts or omissions while performing the services described in this Cooperative Agreement.

III. PROVISION OF LEGAL SERVICES

A. *Duties of the COUNTY.* The COUNTY shall:

1. Refer appropriate cases to the County Attorney as provided for in federal regulations, state law, and policy.

2. Supply the County Attorney with appropriate information as provided for and defined in the federal regulations, the IV-D Program, the State Plan for Support Collection and Establishment of Paternity under Title IV-D of the Social Security Act, and state policy in accordance with DHS Child Support Division Program Manuals (DHS eMILO and SIR MILO) and other program instructions DHS may release from time to time.
3. Assist the County Attorney and the courts in carrying out programs for establishing paternity and securing support for children from legally liable persons.
4. Notify the County Attorney about failures to comply with court-ordered child support and maintenance whenever legal action appears necessary.
5. Consult with the County Attorney about any issues of law that may arise should the COUNTY need legal advice or counsel.
6. Assist in the service of process when the opportunity occurs to serve process before referral to the County Sheriff or other contracted process server.
7. Reimburse the County Attorney for providing services as specified in this Arrangement to the extent these services are federally required activities and services as provided in federal regulation and the IV-D Program.
8. Take any actions necessary to assist the County Attorney in meeting the federally mandated performance standards as set forth below.

B. *Duties of the County Attorney.* The County Attorney shall:

1. Take appropriate legal action, including making court appearances, to carry out the IV-D Program. The County Attorney agrees that the functions performed and services provided shall be performed in accordance with Title IV-D of the Social Security Act and all applicable federal laws, regulations, action transmittals, and other directives, instructions, and requirements of the United States Department of Health and Human Services, Office of Child Support Enforcement, including but not limited to, applicable federal and state information privacy laws. All Parties will comply with other applicable state statutes governing the child support program; state child support procedures; and applicable Minnesota statutes. The County Attorney agrees that disagreements over policy and procedure shall be handled through the CARC via section I, paragraph H of this arrangement or through the procedures in sections 3.1.1 of the Cooperative Agreement between the STATE and the COUNTY.
2. Review evidence and determine the adequacy of the evidence for court action.
3. Act on behalf of another COUNTY or Tribal IV-D Program or County Human Services Department upon their mutual agreement or as provided by state law or policy.
4. Counsel and advise the COUNTY with regard to issues of law and procedure and act as legal advisor for the COUNTY pursuant to Minnesota Statutes, chapter 388. The County Attorney will refrain from acting as counsel for or providing legal advice to applicants or recipients of IV-D services.
5. Inform the COUNTY of statutory and case law changes that may affect the COUNTY in any of its child support enforcement functions.

6. With the COUNTY, notify the CSD Division Deputy Director within seven (7) calendar days of any IV-D case that is appealed to the Minnesota Court of Appeals, the Minnesota Supreme Court, or federal court by either one of the case parties or the COUNTY. The STATE will review the appeal and consult with the County Attorney and the Office of the Attorney General as necessary.
7. In coordination with the COUNTY, report to the CSD Division Deputy Director within seven (7) calendar days of becoming aware of any child support judgments that call into question the constitutionality or enforceability of child support statutes or program instructions.
8. Retain records and make reports to the COUNTY, DHS, the court and law enforcement agencies as required by federal regulations and state policies for the effective and efficient administration of the IV-D Program.
9. Fully cooperate with the COUNTY and DHS with respect to the monitoring and evaluating activities pertaining to this Cooperative Arrangement.
10. Dedicate the necessary staff and equipment necessary to meet the performance standards set forth below.
11. Determine whether handling any particular case would constitute a conflict of interest or otherwise be professionally improper. If so, the County Attorney may select another attorney to handle the case at the same compensation rate as provided in this Cooperative Arrangement. The County Attorney shall require and ensure that the other attorney complies with the terms and conditions of this agreement.
12. Sign off, along with the COUNTY, on any corrective action plans developed as a result of deficiencies noted during a county review.
13. Prepare pleadings, including summons, petitions, orders to show cause, motions, and other necessary legal documents. Utilize relevant PRISM documents as consistent with eFiling and eService requirements. Draft interim orders. Prepare court orders, temporary orders, and judgments as necessary.
14. Cooperate with county, tribal, and state-operated economic support agencies, and all other agencies managing or operating federal or state programs, in administering the requirements of the IV-D Program.
15. Attend, if available, relevant training sessions provided by the COUNTY or the STATE.
16. Meet with the COUNTY Child Support Deputy Director as requested regarding policy and procedural issues.

C. **County Attorney Performance Standards.** The County Attorney shall:

1. In recognition of the Family Support Act of 1988, Public Law 100-485, and the requirements of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, Public Law 104-193, the COUNTY and County Attorney will collaborate to meet the federally determined time limits for services as set forth by federal law and in accordance with Minnesota law, regulations, and policy. The federal time limits (including, but not limited to, those found at 45 C.F.R., sections 303.2 through 303.11; 303.30 through 303.31; 303.72; 303.100 through 303.102;

305.20; 42 U.S.C., sections 453A and 466(a)(10)) will be the primary standard against which performance under this Cooperative Arrangement will be measured.

2. Promptly notify the COUNTY of any actions that the COUNTY must take in order for the County Attorney to meet these performance standards.
3. Communicate with the COUNTY concerning child support cases prior to hearings;
4. Communicate, to the extent practicable, with opposing counsel prior to hearings;
5. Reserve, to the extent that it is within the County Attorney's control, the necessary time and resources necessary to effectuate the timely resolution of child support legal issues;
6. Meet all timeframes for taking legal actions and establishing and enforcing orders as set forth in the federal regulations and state policies, recognizing exigent circumstance.
7. Cooperate with the COUNTY to meet federal timeframes for IV-D Program services:
 - i. Within ninety (90) calendar days of locating the alleged father or noncustodial parent, establish paternity and establish an order for support or complete service of process necessary to commence proceedings.
 - ii. For cases in which service of process is necessary, establish paternity and establish an order for support:
 - Within six (6) months in 75% of the cases, and
 - Within twelve (12) months in 90% of the cases.
 - iii. From the date of service of process:
 - Within one hundred eighty (180) calendar days of receiving a request for review or locating the non-requesting parent, review and adjust the order or determine that the order should not be adjusted.
8. Comply with the Civil Rights Compliance standards for agencies that deliver services under Cooperative Arrangement with or sub-contracts/Cooperative Agreements with DHS.

D. **Reimbursement to the County Attorney.** Reimbursement to the County Attorney shall be for the actual cost of providing services to the COUNTY incurred by the County Attorney's office. Payments claimed and paid shall be consistent with the requirements and prohibitions set out in Minnesota Statutes, chapter 388.

The County Attorney is responsible for assuring that the expenses claimed are in accordance with the federal regulations for claiming FFP reimbursement for activities in the child support enforcement program. Reimbursement is limited to reimbursement for activities and services that are required or allowed by law.

1. **County Attorney Time:** The County Attorney must track and account for attorney time expended on IV-D cases. If the IV-D program dedicates staff at 100% to eligible IV-D activities under Federal Regulations, the County Attorney may seek reimbursement for 100% of eligible staff time. For attorneys and staff that work on

eligible IV-D cases less than 100% of the time, the attorney and staff time may be accounted for in one of two ways:

- i. *Hourly Cost Method.* The County Attorney may track County Attorney and support staff time on an hourly basis; OR
 - ii. *Time Study/Salary Method.* The County Attorney may use a periodic time study to determine the proportion of time the County Attorney staff spends on IV-D Program activity versus all other activity. The office must regularly complete time studies. The study will be completed as follows:
 - a. All County Attorney staff providing IV-D Program services will complete a week-long time study each month. The study will record time spent on IV-D Program activity.
 - b. The results of each study will determine that percentage of time spent per staff person for IV-D Program services in relation to that person's total hours worked per month.
 - c. Reimbursement will be determined by applying the percentage of time determined to have been used for IV-D Program activity for an individual staff member to that individual's direct salary and benefits costs.
2. **County Attorney Costs:** The County Attorney must track and account for costs expended on IV-D cases. Direct costs must be accounted and claimed. Indirect costs may be claimed in accordance with Federal Regulations, 22 C.F.R., section 225, and OMB circular A-87, but the County Attorney, in cooperation with the COUNTY, must ensure that indirect costs are not double counted (i.e. claimed by both the COUNTY and County Attorney).

Reimbursement Estimate to the County Attorney:

The amount budgeted for eligible IV-D cases services provided by the County Attorney to the COUNTY in the budget year preceding this contract was
\$ 55,000 .

Note: Estimated County Attorney costs may be calculated using the prior budgeted amount identified above, increased by a cost of living adjustment of 3% per year.

The total estimated County Attorney costs for each of the applicable COUNTY budget years of this contract are as follows:

2022: total estimated cost of \$ 50,000
2023: total estimated cost of \$ 50,000

If the estimated County Attorney costs in either of the contract years stated above are expected to exceed the budgeted amount in the preceding COUNTY budget year by more than 3%, please provide a brief explanation below.

NA

The parties realize that the actual costs incurred and claimed by the County Attorney may exceed or stay below the estimated costs.

E. *Reimbursement Terms to the County Attorney.*

1. The County Attorney will submit monthly statements to the COUNTY for all reimbursements requested for the services provided in this Cooperative Arrangement.
2. Upon receipt, the COUNTY shall make payment in its usual and customary manner.
3. If the COUNTY determines that the County Attorney is not meeting the terms of this Cooperative Arrangement in any way, the payment to the County Attorney will not be made until it is determined by the COUNTY that the deficiency has been corrected. These deficiencies may include failure to perform (without good cause) within the parameters of the performance standards set forth in Section III, paragraph C of this Cooperative Arrangement, and delinquent or incorrect submission of required reports, violation of federal or state law, or repeated failure to perform (without good cause) within the parameters of the performance standards and other specified requirements of this Cooperative Arrangement.

IV. PROVISION OF SERVICES BY THE COUNTY SHERIFF

A. *Duties of the COUNTY.* The COUNTY shall:

1. Supply appropriate information as provided for and defined in federal regulations and state law and policy.
2. Reimburse the County Sheriff for the provision of services as specified in this Cooperative Arrangement to the extent that those services are federally required activities and services as provided in the federal regulations and the IV-D Program.

B. *Duties of the County Sheriff.* The County Sheriff shall:

1. Process Service:
 - a. Upon request, provide services to the COUNTY by performing service of process in Title IV-D cases, including, but not limited to, the service of summons, complaints, orders to show cause, motions, court orders, subpoenas, warrants, and writs of attachment.
 - b. Make diligent attempts to serve legal papers on IV-D participants believed to be residing in the county.
 - c. Document all service of process and attempted service of process by providing a proof of (attempted) service in the form of a server's affidavit or certificate of service. The affidavit or certificate must state the date, time and place of service, whether the respondent was personally served. For serving a summons, the server must also endorse the summons and indicate thereon the time and date, the place and manner of service, and upon whom service was made.
2. Execution of Warrants
 - a. Check the records for outstanding child support warrants, whenever civil papers are served on any person or an arrest is made for any reason.

- b. With due diligence, execute bench warrants, and orders for arrest or commitment in IV-D cases. If there are questions about the validity of said orders or the identity of the party, contact the COUNTY immediately.
 - c. Return all withdrawn IV-D warrants to the COUNTY.
- 3. Locate Services: Respond to COUNTY requests for location information by accessing available resources, such as the Minnesota Bureau of Criminal Apprehension, Crime Information Bureau and out- of-county and out-of-state law enforcement agents.
- 4. Security Services
 - a. To provide a bailiff to be present at IV-D hearings as requested by the COUNTY, the County Attorney, or as ordered or directed by the court.
 - b. Upon request, provide special security service to the COUNTY and to the courts.
 - c. Escort respondents who are in custody to hearings scheduled by the COUNTY and arrange for transportation of persons arrested in other counties.
- 5. Other Services
 - a. Provide daily jail and Huber (work release) rosters, and upon request, provide information to COUNTY about inmates' dates of incarceration, employment status, address information and any other relevant information.
 - b. Upon request, meet with the COUNTY Child Support Deputy Director regarding policy and procedural issues.
 - c. Ensure equal opportunity and equal access in service delivery. This includes the use of interpreters or procedures for acquiring translation and interpretation services when needed and the provision of reasonable accommodations or aids for people with disabilities.

C. *County Sheriff's Department Standards of Performance.*

- 1. Process Service
 - a. Execute due diligence by making at least three attempts to serve the respondent at each possible location furnished by the COUNTY. The County Sheriff may make fewer than three service attempts at a particular location, if, after attempting service, it is determined that further attempts at that particular location would be futile.
 - b. Effectuate service of process to meet due process requirements as set forth under Minnesota statutes
- 2. Execution of Warrants
 - a. With due diligence, execute bench warrants and arrest/commitment orders in IV-D cases.
 - b. If there are questions about the validity of any warrant or the identity of the party, contact the COUNTY within ten (10) days.

- c. Return all withdrawn IV-D warrants to the COUNTY within ten (10) days of withdrawal.

3. Locate Services

- a. Respond to COUNTY requests for location information by accessing available resources such as National Crime Information Center (NCIC) and the Bureau of Criminal Apprehension (BCA) and other automated resources with due diligence.

4. Security Services

- a. With advanced notice, provide special security service to the COUNTY and to the courts.

5. Other Services

- a. On a daily basis, provide daily jail and Huber rosters, and upon request, provide information to COUNTY about inmates' dates of incarceration, employment status, address information and any other relevant information.
- b. Meet with the COUNTY Child Support Deputy Director as requested, regarding policy and procedural issues.
- c. Cooperate with the COUNTY to meet federal timelines for IV-D services:
- d. Within seventy-five (75) days of determining that location is necessary, access appropriate locate sources.
- e. If service of process is necessary, service must be completed or unsuccessful attempts must be documented within sixty (60) calendar days of identifying a delinquency, or of locating the noncustodial parent, if location is necessary.
- f. Comply with the Civil Rights Compliance standards for agencies that deliver services under Cooperative Agreement with the State of Minnesota Department of Human Services.

D. *Reimbursement to the County Sheriff.*

- 1. The County Sheriff will be reimbursed for the actual cost of providing services to the COUNTY incurred by the County Sheriff's office. Payments claimed shall be consistent with the requirements and prohibitions set out in Minnesota Statutes, chapter 387.

The County Sheriff is responsible for assuring that the expenses claimed are in accordance with the federal regulations for claiming FFP reimbursement for activities in the child support enforcement program.

Reimbursement Estimate to the County Sheriff:

The amount budgeted for eligible IV-D cases services provided by the County Sheriff to the COUNTY in the budget year preceding this contract was

\$ 0

The total estimated County Sheriff costs for each of the applicable COUNTY budget years of this contract are as follows:

Note: Estimated County Sheriff costs may be calculated using the prior budgeted amount identified above, increased by a cost of living adjustment of 3% per year.

2022: total estimated cost of \$ 0

2023: total estimated cost of \$ 0

If the estimated County Sheriff costs in either of the contract years stated above are expected to exceed the budgeted amount in the preceding COUNTY budget year by more than 3%, please provide a brief explanation below.

NA

The parties realize that the actual costs incurred and claimed by the County Sheriff may exceed or stay below the estimated costs.

E. Reimbursement Terms to the County Sheriff.

1. The County Sheriff will submit monthly statements to the COUNTY for all reimbursements requested for the services provided in this Cooperative Arrangement.
2. Upon receipt, the COUNTY shall make payment in its usual and customary manner.
3. The County Sheriff is responsible for assuring that the expenses claimed are in accordance with the federal regulations for claiming FFP reimbursement for activities in the child support enforcement program. Reimbursement is limited to reimbursement for activities and services that are required or allowed by law.
4. If the COUNTY determines that the County Sheriff is not meeting the terms of this Cooperative Arrangement in any way, the payment to the County Sheriff will not be made until it is determined by the COUNTY that the deficiency has been corrected. These deficiencies may include failure to perform (without good cause) within the parameters of the performance standards set forth in Section IV.C., delinquent or incorrect submission of required reports, violation of federal or state law, or repeated failure to perform (without good cause) within the parameters of the performance standards and other specified requirements of this Cooperative Arrangement.

V. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion. Federal money will be used or may potentially be used to pay for all or part of the work under the contract, therefore the prospective lower tier participants (County Attorney and County Sheriff) must certify the following, as required by the regulations implementing Executive Order 12549:

A. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.

Instructions for Certification:

1. By signing and submitting this Cooperative Arrangement, the prospective lower

tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549 (Debarment and Suspension). You may contact the person to which this Cooperative Arrangement is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R., part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under title 48 of the C.F.R., part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph five of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under Title 48 of the C.F.R., part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- B. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions**
1. The prospective lower tier participant certifies, by submission of this Cooperative Arrangement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Cooperative Arrangement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

**THE PARTIES HEREIN, HAVING APPROVED AND SIGNED THIS COOPERATIVE
ARRANGEMENT, AGREE TO BE BOUND TO THE PROVISIONS SET FORTH IN
THIS COOPERATIVE ARRANGEMENT.**

Parties:

Nicollet County

COUNTY NAME

NOTE: Date Stamp is included
in Electronic Signature.

SIGNATURE of Person Authorized to Execute
Arrangement on Behalf of County

Terry Morrow

Printed Name

Board Chairman

Title

Michelle Zehnder Fischer Digitally signed by Michelle Zehnder Fischer
Date: 2021.11.23 10:25:59 -06'00'

County Attorney Signature
(REQUIRED ON ALL ARRANGEMENTS)

Michelle Zehnder Fischer

Printed Name

Dave LANGE Digitally signed by Dave LANGE
Date: 2021.11.23 09:32:56 -06'00'

County Sheriff Signature
(REQUIRED ON ALL ARRANGEMENTS)

Dave Lange

Printed Name

Approved By:

SIGNATURE of Director, Minnesota Child Support
Division, and Deputy Assistant Commissioner,
Children and Family Services, Minnesota
Department of Human Services

Shaneen D. Moore

Printed Name

Nicollet County Board of Commissioners
Board Meeting Agenda Item



Agenda Item:						
Farm Lease Renewals						
Primary Originating Division/Dept.: Contact: Heather McCormick Title: Finance Director Amount of Time Requested minutes Presenter: Title:	Meeting Date: 12/14/21 Item Type: Consent Agenda (Select One)					
Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No						
County Strategy: Facilities and Space - preserve, maintain and build our assets (Select One)						
BACKGROUND/JUSTIFICATION: This is to request the renewal of annual leases on County owned property. There are no changes from last year. Lease for property located in Brighton Township, aka "Poor Farm" to Melvin Hopp. Upon recommendation, this lease will be for 8.93 acres at \$150.00 per acre for a total of \$1339.50. Lease for property located in Courtland Township to Kenneth Drill. Upon recommendation, this lease will be for 37.06 acres at \$122.00 per acre for a total of \$4521.32.						
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) 12/15/2020						
Approved by County Attorney's Office: <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A						
ACTION REQUESTED:						
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> FISCAL IMPACT: Included in current budget (Select One) If "Other", specify </td> <td style="width: 50%; vertical-align: top;"> FUNDING County Dollars = (\$5,860.82) Other (Select One) </td> </tr> <tr> <td style="vertical-align: top;"> FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments: </td> <td style="vertical-align: top;"> Total </td> </tr> </table>			FISCAL IMPACT: Included in current budget (Select One) If "Other", specify	FUNDING County Dollars = (\$5,860.82) Other (Select One)	FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:	Total
FISCAL IMPACT: Included in current budget (Select One) If "Other", specify	FUNDING County Dollars = (\$5,860.82) Other (Select One)					
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:	Total					

This Agreement, Made this **14th** day of **December, 2021** by and between the County of Nicollet, party of the first part, Lessor, and **Kenneth Drill** of the Township of Courtland, County of Nicollet and the State of Minnesota, party of the second part, Lessee.

WITNESSETH, That the said party of the first part, in consideration of the rents and covenants hereinafter mentioned, does hereby Remise, Lease, and Let unto the said party of the second part, and the said party of the second part does hereby hire and take from the said party of the first part, the following described premises situated in the County of Nicollet, and State of Minnesota, viz:

The Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of Section (9) and the Southwest Quarter (SW ¼) of the Southwest Quarter (SW ¼) of Section (10), all situated in Township one hundred nine (109), North, Range twenty nine (29) West, and consisting of approximately 37.06 acres of tillable land.

In Section Number(s) 9 & 10 Township Number 109, Range Number 29, containing approximately 37.06 acres be the same more or less, of which described premises the second party hereby agrees to plow and put in crops not less than 37.06 acres each year during the continuance of this Lease.

To Have an to Hold, The above rented premises unto the said second party, heirs and assigns, subject to the conditions and limitations hereinafter mentioned for and during the full term of one year from and after the **31st** day of **December 2021**. The term of the Lease ending the **31st** day of **December, 2022**.

And the said second party agrees to and with the said first party to pay as rent for the above mentioned premises, for and during the full term of this Lease, the sum of four thousand five hundred twenty one and 32/100 (\$4,521.32) Dollars, payable at Nicollet County Finance Department, 501 S Minnesota Ave, St Peter, MN in one (1) installments with interest at the rate of -0- per cent on each installment after due, to-wit:

2021 crop \$ 4,521.32 on or before 12/31/2021

And it is Further Agreed, By and between the parties as follows: That should the said second party fail to make the above mentioned payments as herein specified, or to pay any of the rent aforesaid when due, or fail to fulfill any of the covenants herein contained, then and in that case said first party may re-enter and take possession of the above rented premises, and hold and enjoy the same without such re-entering working a forfeiture of the rents to be paid by the said second party for the full term of this lease. That if the said first party sells said premises during the life of this lease and before the crop is in the ground, and desires to give possession to the purchaser, that the second party will forthwith surrender possession of said leased premises upon the payment to him of \$ _____ per acre for each acre of said premises newly plowed by the said second party at the time said possession is demanded if sold after the crop is in, then said second party shall have the right to remove such crop when ready to be harvested. That if said first party sells said premises during the term of this lease, the purchaser may at any time enter upon the leased premises for the purpose of plowing, breaking more land, summer-fallowing, cultivating, or otherwise improving any part of said premises not in actual cultivation by said second party, and without such entry working any forfeiture of the rents herein agreed to be paid. That if said second party remains in possession of said premises after the expiration of the term for which they are hereby leased, such possession shall not be construed to be a renewal of this lease, but to be a tenancy at the will of the said first party, which may be terminated upon ten days' notice, given by the said first party in writing, either delivered to second party or sent to him in a sealed envelope, duly stamped and directed to him at 52605 506th St, Courtland MN 56021.

Which is hereby declared by said second party to be his usual Post-Office address

And the said second party also covenants and agrees to and with the said first party, not to assign this lease or underlet the above rented premises or any part thereof, without first obtaining the written consent of the said first party and that he will, at the expiration of the time as herein recited, quietly yield and surrender the aforesaid premises to the said first party, his heirs or assigns, in as good condition and repair as when taken, reasonable wear and tear and damage by the elements alone excepted. Said second party also covenants and agrees to cultivate the hereby leased premises in a careful and husband-like manner, and to maintain and keep up the fences so as to protect all crops from injury and waste, and to protect the fruit and shade trees thereon, and to cut no green trees and to commit no waste or damage on said real estate and to suffer none to be done; and to keep up and maintain in good repair all buildings, stables, cribs, fences and improvements on said farm; and further agrees not to remove any straw or manure from said farm, but to spread upon said premises all manure made thereon.

The party of the second part is also to destroy all noxious weeds growing on said land, declared by statute to be common nuisances, within the times prescribed by law, and shall keep all roadways and other parts of the land, not in crop, mowed and free from growing weeds. And the first party or his agent shall have the right to enter upon said premises at any time, without injury to the standing crops, for the purpose of making any improvements, to or prepare for the succeeding crop, or for any other purpose whatsoever.

And the said first party covenants that the said second party, on paying the rent and performing the covenants aforesaid, shall peaceably and quietly have, hold and enjoy the said remised premises and the said second party agrees to reside and occupy the buildings thereon for the term aforesaid. In the event of any rents dues hereon being collected by suit, the second party further agrees to pay all expenses which may be incurred thereby.

As security for the payment of the rents herein specified and the faithful performance and strict fulfillment of all the covenants of said second party in this lease contained, said second party does hereby grant a security interest to said first party in all crops grown or growing on said premises during the term of this lease and in products and contract rights with respect thereto and all proceeds of each. Upon any default on the part of said second party in paying said rent or in performing any of the covenants of this lease, and at any time thereafter, said first party shall have, in addition to the rights and remedies granted hereby, all rights and remedies of a secured party under the Uniform Commercial Code or other applicable law, and said first party may require said second party to assemble said property and make it available to said first party at a place to be designated by said first party that is reasonably convenient to both parties. Expenses of retaking, holding, preparing for sale, selling and the like, shall include the reasonable attorney's fees and legal expenses of said first party.

LEASE IS FIGURED AT \$122.00 PER ACRE FOR 1 YEAR

IN TESTIMONY WHEREOF, Both parties have hereunto set their hands the day and year hereinbefore written.

IN PRESENCE OF

Kenneth Drill, Tenant

County of Nicollet, Landord

By: _____

STATE OF MINNESOTA
COUNTY OF NICOLLET

} ss

On this _____ day of _____, 2021, before me,
Heather McCormick, Nicollet County Finance Director within and for said County
And State, personally appeared to me _____ known to be the
person described in and who executed the foregoing instrument, and acknowledged that he/she
executed the same as free act and deed.

Heather McCormick
Nicollet County Finance Director

This Agreement, Made this 14th day of December, 2021 by and between the County of Nicollet, party of the first part, Lessor, and Melvin Hopp of the Township of Brighton, County of Nicollet and the State of Minnesota, party of the second part, Lessee.

WITNESSETH, That the said party of the first part, in consideration of the rents and covenants hereinafter mentioned, does hereby Remise, Lease, and Let unto the said party of the second part, and the said party of the second part does hereby hire and take from the said party of the first part, the following described premises situated in the County of Nicollet, and State of Minnesota, viz:

That part of Government Lot 4 owned by Nicollet County in Section 13, Township 110, Range 29 and consisting of approximately 8.93 acres of tillable land.

In Section Number(s) 13 Township Number 110, Range Number 29, containing approximately 8.93 acres be the same more or less, of which described premises the second party hereby agrees to plow and put in crops not less than 8.93 acres each year during the continuance of this Lease.

To Have an to Hold, The above rented premises unto the said second party, heirs and assigns, subject to the conditions and limitations hereinafter mentioned for and during the full term of one year from and after the 31st day of December, 2021. The term of the Lease ending the 31st day of December, 2022.

And the said second party agrees to and with the said first party to pay as rent for the above mentioned premises, for and during the full term of this Lease, the sum of One thousand three hundred thirty-nine and 50/100 (\$1,339.50) Dollars, payable at Nicollet County Finance Department, 501 S Minnesota Ave, St Peter, MN in one (1) installments with interest at the rate of -0- per cent on each installment after due, to-wit:

2021 crop \$ 1,339.50 on or before 12/31/2021

And it is Further Agreed, By and between the parties as follows. That should the said second party fail to make the above mentioned payments as herein specified, or to pay any of the rent aforesaid when due, or fail to fulfill any of the covenants herein contained, then and in that case said first party may re-enter and take possession of the above rented premises, and hold and enjoy the same without such re-entering working a forfeiture of the rents to be paid by the said second party for the full term of this lease. That if the said first party sells said premises during the life of this lease and before the crop is in the ground, and desires to give possession to the purchaser, that the second party will forthwith surrender possession of said leased premises upon the payment to him of \$ _____ per acre for each acre of said premises newly plowed by the said second party at the time said possession is demanded if sold after the crop is in, then said second party shall have the right to remove such crop when ready to be harvested. That if said first party sells said premises during the term of this lease, the purchaser may at any time enter upon the leased premises for the purpose of plowing, breaking more land, summer-fallowing, cultivating, or otherwise improving any part of said premises not in actual cultivation by said second party, and without such entry working any forfeiture of the rents herein agreed to be paid. That if said second party remains in possession of said premises after the expiration of the term for which they are hereby leased, such possession shall not be construed to be a renewal of this lease, but to be a tenancy at the will of the said first party, which may be terminated upon ten days' notice, given by the said first party in writing, either delivered to second party or sent to him in a sealed envelope, duly stamped and directed to him at 42468 County Road 4, Nicollet MN 56074.

Which is hereby declared by said second party to be his usual Post-Office address.

And the said second party also covenants and agrees to and with the said first party, not to assign this lease or underlet the above rented premises or any part thereof, without first obtaining the written consent of the said first party and that he will, at the expiration of the time as herein recited, quietly yield and surrender the aforesaid premises to the said first party, his heirs or assigns, in as good condition and repair as when taken, reasonable wear and tear and damage by the elements alone excepted. Said second party also covenants and agrees to cultivate the hereby leased premises in a careful and husband-like manner, and to maintain and keep up the fences so as to protect all crops from injury and waste, and to protect the fruit and shade trees thereon, and to cut no green trees and to commit no waste or damage on said real estate and to suffer none to be done, and to keep up and maintain in good repair all buildings, stables, cribs, fences and improvements on said farm; and further agrees not to remove any straw or manure from said farm, but to spread upon said premises all manure made thereon.

The party of the second part is also to destroy all noxious weeds growing on said land, declared by statute to be common nuisances, within the times prescribed by law, and shall keep all roadways and other parts of the land, not in crop, mowed and free from growing weeds. And the first party or his agent shall have the right to enter upon said premises at any time, without injury to the standing crops, for the purpose of making any improvements, to or prepare for the succeeding crop, or for any other purpose whatsoever.

And the said first party covenants that the said second party, on paying the rent and performing the covenants aforesaid, shall peaceably and quietly have, hold and enjoy the said remised premises and the said second party agrees to reside and occupy the buildings thereon for the term aforesaid. In the event of any rents dues hereon being collected by suit, the second party further agrees to pay all expenses which may be incurred thereby.

As security for the payment of the rents herein specified and the faithful performance and strict fulfillment of all the covenants of said second party in this lease contained, said second party does hereby grant a security interest to said first party in all crops grown or growing on said premises during the term of this lease and in products and contract rights with respect thereto and all proceeds of each. Upon any default on the part of said second party in paying said rent or in performing any of the covenants of this lease, and at any time thereafter, said first party shall have, in addition to the rights and remedies granted hereby, all rights and remedies of a secured party under the Uniform Commercial Code or other applicable law, and said first party may require said second party to assemble said property and make it available to said first party at a place to be designated by said first party that is reasonably convenient to both parties. Expenses of retaking, holding, preparing for sale, selling and the like, shall include the reasonable attorney's fees and legal expenses of said first party.

LEASE IS FIGURED AT \$150.00 PER ACRE FOR 1 YEAR

IN TESTIMONY WHEREOF, Both parties have hereunto set their hands the day and year hereinbefore written.

IN PRESENCE OF

Melvin Hopp, Tenant

County of Nicollet, Landord

By:

STATE OF MINNESOTA
COUNTY OF NICOLLET

} ss

On this _____ day of _____, 2021, before me,
Heather McCormick, Nicollet County Finance Director within and for said County
And State, personally appeared to me _____ known to be the
person described in and who executed the foregoing instrument, and acknowledged that he/she
executed the same as free act and deed.

Heather McCormick
Nicollet County Finance Director

DISCLAIMER

MELVIN HOPP shall indemnify and save harmless the County of Nicollet, its officers and employees from all suits, actions, and claims of any character brought because of injuries or damages received or sustained by operations of said **TREE REMOVAL**; or on account of or in consequence of any neglect in safeguarding the work; the work, operations, or activities being inclusive of, but not limited to the **REMOVAL OF DOWNED TREES NEAR THE PLOW GROUND OF THE COUNTY. SECTION 13 – 110 – 29 IN BRIGHTON TOWNSHIP.**

MELVIN HOPP IS HEREBY AUTHORIZED TO REMOVE ONLY DOWN DEAD TREES UNTIL APRIL 1, 2022.

Dated this the _____ day of _____, 2021.

SIGNATURE _____

Heather McCormick, Nicollet County Finance Director

PC: Nicollet County Highway Department

Nicollet County Board of Commissioners
Board Meeting Agenda Item



Agenda Item:	
Purchase of Service Agreement: 2022 Brown County Evaluation Center, Inc.	
Primary Originating Division/Dept.: Health and Human Services Contact: Cassandra Sassenberg Title: HHS Director Amount of Time Requested minutes Presenter: Title:	Meeting Date: 12/14/21 Item Type: Consent Agenda <small>(Select One)</small> Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No
County Strategy: Financial Security - prudent use of taxpayer resources <small>(Select One)</small>	
BACKGROUND/JUSTIFICATION: The Brown County Evaluation Center, Inc. continues to be our provider of detoxification and evaluation services. Nicollet County Health and Human Services received the 2022 County Purchase of Service Agreement. The payment for services increased by \$4/day, from \$443 per day to \$447 per day. Nicollet County is required to pay this cost as applicable and attempts to recover the cost through our internal collections process. The Brown County Evaluation Center, Inc. has increased its bed use over the last 18 months and is often full. Due to the lack of beds for those awaiting chemical dependency treatment, when able, the facility accommodates requests from counties to house individuals waiting to be civilly committed for chemical dependency treatment. They are limiting their total 16 bed capacity to taking no more than three clients awaiting treatment in order to prioritize detoxification services. The Brown County Evaluation Center, Inc. Board is in the process of reviewing a plan to remodel the existing space to allow for more common area and separation between the two types of services.	
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) Annual review	
Approved by County Attorney's Office: <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A	
ACTION REQUESTED: Approval of the 2022 Purchase of Service Agreement	
FISCAL IMPACT: Included in current budget <small>(Select One)</small> If "Other", specify	FUNDING County Dollars = Other <small>(Select One)</small>
FTE IMPACT: No FTE change <small>(Select One)</small> If "Increase or "Decrease" specify: Related Financial/FTE Comments:	Total

BROWN COUNTY EVALUATION CENTER, INC.
DETOX DIVISION

COUNTY PURCHASE OF SERVICE AGREEMENT

THIS AGREEMENT is between Brown County Evaluation Center, Inc., 510 North Front Street, New Ulm, Minnesota 56073, hereinafter referred to as the "Contractor" and Nicollet County on behalf of the agency, hereinafter referred to as the "Agency."

1. Term of Agreement

This Agreement shall commence January 1, 2022 and expire December 31, 2022.

2. Member County

To be a member county, Nicollet County, or any other county, will sign this agreement and agree to call Contractor first and use Contractor exclusively as bed space is available in the New Ulm detox facility for all detoxification and evaluation services needed.

3. Eligible Recipients

For the purposes of this Agreement, Eligible Recipients will be only those individuals who meet one or more of the following criteria:

- a. Patients who appear to be intoxicated; or
- b. Patients experiencing physical, mental, spiritual, emotional, or social problems due to withdrawal from alcohol or another drug; or
- c. Patients held under Minnesota Statutes, section 253B.07 Subdivision 6; or
- d. Patients who have been committed under Minnesota Statutes Chapter 253B and are in need of temporary placement; or
- e. Patients being held as Chemically Dependent under Minnesota Statutes, section 253B.05 Subdivision 1 and 2.

4. Services to be Provided

- a. The Contractor will provide detoxification and evaluation services to all Nicollet County Residents that are either self-referred, referred by Nicollet County Social Services, or by Law Enforcement Agencies located in Nicollet County. Also, services will be provided to non-Nicollet County residents who are referred to the Contractor by Law Enforcement Agencies located in Nicollet County or Nicollet County Social Services.
- b. The Contractor will provide detoxification and evaluation services to Nicollet County referrals at the New Ulm, Minnesota detox facility.
- c. The Contractor will provide transport vehicle and transport personnel. This service is contingent on availability of the Contractor's vehicle. This transportation service is from designated pickup points to the Contractor's Center.
- d. Contractor shall refer and transfer Eligible Recipients to New Ulm Medical Center, New Ulm, Minnesota for additional treatment as prescribed, needed, or indicated in or by an Eligible Recipient's acute medical or psychological condition, or when it appears there may be a

danger to an Eligible Recipient because of illness or complications. The responsibility of payment of any medical services if Eligible Recipient has no medical insurance, Medical Assistance, or any other means to pay will be negotiated between the Eligible Recipient and the medical service provider.

- e. Before discharge from the New Ulm detox facility, the Contractor will provide a mental health assessment by a mental health professional for any Eligible Recipient who is admitted with, or develops suicidal ideation while receiving detoxification services. Responsibility for payment of mental health assessment if Eligible Recipient has no medical insurance, Medical Assistance, or any other means to pay will be Nicollet County or referring county.

5. Payment for Services

- A. The Contractor shall provide a monthly billing to the Agency within 15 days after month's end. Following is a rate schedule for detoxification services, medical costs, and transportation services.

- 1. Detoxification Service provided at the New Ulm, Minnesota Detox Facility is \$447 per patient per twenty-four-hour period beginning at time of admission. In cases that Brown County Evaluation Center, Inc. has a Provider of Service Agreement, such as Blue Cross and Health Partners, Brown County Evaluation Center, Inc. will follow insurance company's definition of billable days of service. This will take precedence over Brown County Evaluation Center, Inc. definition.

2. Transportation Services

- a. Contracted Counties – will receive no additional charge for transportation service. In the event a BCEC driver is not available to transport a detox patient, or the driver is unable to respond within one hour of initial notification, BCEC will reimburse a contracted county, or Law Enforcement Agencies located in Nicollet County, for the services of their driver. BCEC will reimburse counties/city a maximum of \$1.41 per mile after receiving a billing statement from the county/city. Billing statement must contain patient's name and date of transport. If BCEC has already started drivers, BCEC will not reimburse the law enforcement transport.
- b. In the case of a County Agency-referred patient unable to provide him/herself with transportation back to place of residence or to an agreed upon treatment facility, the Agency will be responsible to pay the cost of transportation. Charges will be \$0.64 per mile plus the IRS allowable rate which is currently \$0.58 per mile round trip. (example: currently \$1.21)
- c. The contractor will bill the Agency for transportation cost incurred when transportation services are requested and later cancelled. This is not applicable when client has been later transferred by law enforcement.

3. Medical Costs

- a. Nicollet County – no charge for Condition Specific Protocol (standing orders) medications.
- b. The Agency agrees to pay for services, mental health assessments, materials, or medical supplies that occur within the detox center and are above and beyond the usual and customary in provision of detoxification treatment. This includes, but is not limited to, services, supplies, or medications that are medically necessary for an extremely ill or suicidal patient. Costs incurred by Contractor to obtain medically or legally required medical services will be billed to the Agency.

B. Billing

- a. Insured Eligible Recipient: Contractor shall bill recipient's insurance directly for the per diem cost and retain any amounts collected from recipient's insurance as payment for services. A service fee of 12% of the total per diem cost shall be billed directly to the Agency for any recipient requiring insurance processing. Contractor shall submit any amounts not covered by any insurance provider agreement, including recipient co-pays and deductibles, to the Agency within 30 days of receiving the Explanation of Benefits from recipient's insurance provider or Letter of Non-Payment from Contractor. The Agency understands that the per diem cost represents one hundred percent (100%) of the detoxification services cost and the Agency may seek recapture of monies expended on behalf of Eligible Recipients and keep all monies collected from Eligible Recipients. The Contractor will attempt to provide the Agency with all information needed to recapture fees from Eligible Recipients.
 - i. For purposes of this provision, an "Insured Recipient" is a patient who provides proof of current and payable health insurance to Contractor at the time of admission or any time within 4 calendar days from the date of discharge from the facility.
 - ii. Any recipient who has not provided Contractor with proof of current health insurance within 14 calendar days from the date of discharge will be considered an "Uninsured Recipient" and Agency shall be billed the per diem cost as outlined below.
- b. Uninsured Patients: Contractor shall bill Agency the full amount of the per diem rate. The Agency will receive a discount of \$88 per recipient for all amounts paid within 30 days of receipt of the bill. The Agency understands that the per diem cost represents one hundred percent (100%) of the detoxification services cost and the Agency may seek recapture of the per diem rate from Eligible Recipients and keep all monies collected from Eligible Recipients. The Contractor will attempt to provide the Agency with all information needed to recapture the per diem rate from Eligible Recipients.
- c. All payments made for service under this Agreement shall be subject to audit of recipient eligibility, units of service provided, and revenue received by the Contractor for the detoxification services.

C. Processing Fee

- a. A \$150 processing fee will be assessed to patients whose stay is 24 hours or less. This will be billed to the patient directly. This will not be billed to the "agency" or insurance companies.

6. Agency Access

The Agency or any authorized representative has the right to conduct periodic on-site visits to determine compliance with this Agreement and to evaluate the quality of service provided under this Agreement.

7. Bonding, Indemnity, and Insurance

A. Bonding. The Contractor shall retain at all times during the terms of this Agreement, a Faithful Performance Blanket position Bond for the amount of \$100,000 covering the activities of its personnel authorized to receive or distribute moneys.

B. Indemnity.

1. The Contractor agrees that it will indemnify and hold harmless the Agency, and its officers and employees against any and all liability, loss, damages, costs, and expenses which result from or are caused by any act or omission of the Contractor, its officers, agents, contractors, or employees in the performance of services provided by this Agreement. The Agency agrees that they will indemnify, hold harmless, and defend the loss, damages, costs, and expenses which the Contractor may hereby sustain, incur, or be required to pay to the extent said liability, loss, damages, costs, and expenses which result from or are caused by any act or omission of the Agency its officers, agents, contractors, or employees in the performance of services provided by this Agreement.
 2. In the event that any action, suit, or proceeding is brought against the Agency upon any matter herein indemnified against, the Agency shall as soon as practicable cause notice in writing thereof to be given to the Contractor by mail addressed to its post office address.
- C. Insurance. The Contractor does further agree that in order to protect itself as well as the Agency under the Indemnity provision hereinabove set forth, it will at all times during the term of this Agreement keep in force a liability insurance policy with the following minimum amounts: \$2,000,000 for property damage sustained by any one person; and \$2,000,000 for total injuries and/or damages arising from any one incidence or occurrence. The Contractor shall also at all times during the term of this Agreement keep in force professional liability insurance with the following amounts: \$2,000,000 each claim/\$3,000,000 aggregate.

8. Confidentiality

The use or disclosure by any party of information concerning an Eligible Recipient in violation of any rule of confidentiality provided for in state laws, or federal laws, or HIPAA regulations, or for any purpose not directly connected with the Agency's or Contractor's responsibility with respect to the detox services, hereunder is prohibited except on written consent of such Eligible Recipient, the Eligible Recipient's attorney, or Eligible Recipient's responsible parent or guardian.

Member Counties and Non-Member Counties acknowledges that in receiving, transmitting, transporting, storing, processing, or otherwise dealing with any information received from the Brown County Evaluation Center identifying or otherwise relating to the patients in the Program ("protected information"), it is fully bound by the provisions of the Federal regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR, Part 2; and the Health Insurance Portability and Accountability Act (HIPPA), 45 CFR, Parts 142, 160, 162 and 164, and may not use or disclose the information except as permitted or required by this Agreement or by law.

9. Assignment

The services to be performed by the Contractor shall not be assigned, subcontracted, sublet, or transferred without the prior written approval of the Agency.

10. Title IV Compliance


For Federal Civil Rights Compliance for Title IV, the Contractor realizes we have a legal obligation to provide language assistance services to all applicants and patients with Limited English Proficiency free of charge and in a timely manner during all hours of operation.

11. EQUAL EMPLOYMENT OPPORTUNITY AND CIVIL RIGHTS AND NON-DISCRIMINATION CLAUSE

A. During the performance of this Agreement, the Contractor agrees to the following:

No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed, or national origin, be excluded from full employment rights in, participated in, be denied the benefits of, or be otherwise subjected to discrimination under any program, service, or activity under the provision of any and all applicable federal and state laws against discrimination including the Civil Rights Act of 1964. The Contractor will furnish the Responsible County, through the Responsible Agency, all reports required by Executive Order No. 1246 and Revised Order No. 4, and by the rules and regulations and orders of the Secretary of Labor, and the Minnesota Department of Human Services for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

By: _____ Date: _____
Director, Nicollet County Social Services

By:  Date: 11/23/21
Executive Director, Brown County Evaluation Center

By: _____ Date: _____
Nicollet County Board Chair

IN WITNESS WHEREOF, THE Agency and the Contractor have executed this Agreement as of the day and year first above written.

APPROVED AS TO FORM:

By: _____ Date: _____
Nicollet County Attorney

Nicollet County Board of Commissioners Board Meeting Agenda Item



Agenda Item:

2021 Federal Boat Equipment Grant - Extension

Primary Originating Division/Dept.: Sheriff's Office

Meeting Date: 12/14/21

Contact: Karl Jensen

Title: Chief Deputy

Item Type: Consent Agenda
(Select One)

Amount of Time Requested

minutes

Presenter: Karl Jensen

Title: Chief Deputy

Attachments: ☒ Yes ☐ No

County Strategy: Financial Security - prudent use of taxpayer resources
(Select One)

BACKGROUND/JUSTIFICATION:

The Sheriff's Office was awarded a grant from the MN DNR in the amount of \$81,460.00 to purchase a new Tunnel Hull Shallow water boat and trailer and 9 new life jackets. There has been a backlog at the boat company on building the boats and the boat that was to be received in January 2022 has been pushed to spring/early summer of 2022. See attached Extension and previous Board Agenda Form.



Supporting Documents: ☒ Attached ☐ In Signature Folder ☐ None

Prior Board Action Taken on this Agenda Item: ☒ Yes ☐ No

If "yes", when? (provide year; mm/dd/yy if known) 5/11/21

Approved by County Attorney's Office: ☐ Yes ☐ No ☒ N/A

ACTION REQUESTED:

County board approval of extension agreement with appropriate signature of the Board Chair

FISCAL IMPACT: Included in current budget
(Select One)

FUNDING
County Dollars = 2,000.00

If "Other", specify

Federal 81,460.00
(Select One)

FTE IMPACT: No FTE change
(Select One)

Total 83,460.00

If "Increase or "Decrease" specify:

Related Financial/FTE Comments:

Nicollet County Board of Commissioners
Board Meeting Agenda Item



Agenda Item:		
2020 Federal Boat Equipment Grant		
Primary Originating Division/Dept.: Sheriff's Office	Meeting Date: 05-11-21	
Contact: Dave Lange Title: Sheriff	Item Type: Consent Agenda (Select One)	
Amount of Time Requested 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 has been awarded a grant from the MN DNR in the amount of \$81,460.00 to purchase a new Tunnel Hull Shallow water boat and trailer and 9 new life jackets. After purchase of the new boat we will be selling our current jet boat as well.</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 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 checked="" type="radio"/> No <input type="radio"/> N/A		
ACTION REQUESTED: County board approval of agreement with appropriate signature of Board Chair		
FISCAL IMPACT: Included in current budget (Select One)	FUNDING County Dollars =	\$2,000.00
If "Other", specify	Federal (Select One)	\$81,460.00
FTE IMPACT: No FTE change (Select One)	Total	\$83,460.00
If "Increase or "Decrease" specify:		
Related Financial/FTE Comments:		

Amendment #1 for Grant Contract Agreement #192793

Grant Contract Agreement Start Date:	<u>March 2, 2021</u>	Total Grant Contract Agreement Amount:	<u>\$ 81,460.00</u>
Original Grant Contract Agreement Expiration Date:	<u>January 31, 2022</u>	Original Grant Contract Agreement Amount:	<u>\$</u>
Current Grant Contract Agreement Expiration Date:	<u>January 31, 2022</u>	Previous Amendment(s) Total:	<u>\$</u>
Requested Grant Contract Agreement Expiration Date:	<u>June 30, 2022</u>	This Amendment:	<u>\$</u>

This amendment is by and between the State of Minnesota, through its Commissioner of Natural Resources, Enforcement Division ("State") and Nicollet County Sheriff's Office, 501 S. Minnesota Avenue, PO Box 117, St. Peter, MN 56082 (DUNS 038375937) ("Grantee").

Recitals

1. The State has a grant contract agreement with the Grantee identified as SWIFT Contract Number 192793. Under Minnesota Statute §84.026, §86B.101 and Department of Homeland Security – through the Recreational Boating Safety Financial Assistance program to states, commonwealth and territories (FAIN 3319FAS190127), (CFDA number 97.012) in U.S.C. 13101-13110 the State is empowered to enter into this grant contract agreement. This grant contract agreement is a non-research and non-developmental grant. The State will make available supplementary funding in the amount noted in this grant contract agreement to cover the cost of the specific items for recreational boating safety. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract agreement to the satisfaction of the State.
2. This grant contract is being amended to ensure the Grantee has sufficient time to purchase, receive delivery and request reimbursement from the State.
3. The State and the Grantee are willing to amend the Original Grant Contract Agreement as stated below.

Grant Contract Agreement Amendment

REVISION 1. Clause 1. "**Term of Grant Agreement**" is amended as follows:

1 Term of Grant Contract Agreement

1.1 **Effective date:** March 2, 2021, Per Minn. Stat. §16B.98, Subd. 5, the Grantee must not begin work until this grant contract agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. Per Minn. Stat. §16B.98 Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed. Reimbursements will only be made for expenditures made according to the terms of this grant contract agreement.

1.2 **Expiration date:** ~~January 31, 2022~~, June 30, 2022, or until all obligations have been satisfactorily fulfilled, whichever occurs first. The Grantee shall submit a final billing invoice within 30 days of the expiration of the grant contract agreement as specified herein.

Except as amended herein, the terms and conditions of the Original Contract Agreement and all previous amendments remain full in force and effect.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. 16A.15 & 16B.98.

DocuSigned by:

Signed:

Stacy Stick

Date:

12/7/2021

SWIFT Contract/PO No(s) 192793 / 3000186899

2. GRANTEE

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

By:

Title:

Date:

By:

Title:

Date:

3. STATE AGENCY

By:

Title:

Date:

Distribution:

Agency

Grantee

State's Authorized Representative

Nicollet County Board of Commissioners
Board Meeting Agenda Item



Agenda Item:		
Mankato/North Mankato Area Planning Organization		
Primary Originating Division/Dept.: Administration	Meeting Date: 12/14/2021	
Contact: Mandy Landkamer Title: County Administrator	Item Type: Regular Agenda (Select One)	
Amount of Time Requested 40 minutes		
Presenter: Charles Androsky Title: Transportation Planner	Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No	
County Strategy: Programs and Services - deliver value-added quality services (Select One)		
BACKGROUND/JUSTIFICATION: Mankato/North Mankato Area Planning Organization (MAPO) will be presenting on the Highway 169 Corridor Study. In addition, MAPO will also be requesting consideration of a resolution of support related to the outcomes and recommendations of the study.		
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 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 the resolution of support		
FISCAL IMPACT: No fiscal impact (Select One) If "Other", specify	FUNDING County Dollars = Other (Select One)	
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:	Total	

RESOLUTION OF THE NICOLLET COUNTY BOARD OF COMMISSIONERS

Resolution in Support of the Mankato/North Mankato Area Planning Organization (MAPO) Highway 169 Corridor Study

Whereas, the Mankato/North Mankato Area Planning Organization (MAPO) is the federally-recognized Metropolitan Planning Organization (MPO) servicing the Mankato/North Mankato area; and

Whereas MAPO is responsible for development of a range of transportation studies, plans, and policy decisions, and for directing transportation planning and funding programming within the Mankato/North Mankato area; and

Whereas, over 2020-2021, in its capacity as an MPO, MAPO established a comprehensive, cooperative, and continuing (3-C) transportation planning process to facilitate development of a Highway 169 Corridor Study (Study); and

Whereas, development of the Study included participation, contribution, and direction from staff of the counties of Blue Earth and Nicollet, the cities of Mankato and North Mankato, as well as other adjacent MAPO partner agencies; and

Whereas, the recommendations and outcomes of the Study are in congruence and agreement with Nicollet County's priorities; and

Now therefore, be it resolved, that the Nicollet County Board of Commissioners supports the outcomes and recommendations of the Mankato/North Mankato Area Planning Organization's Highway 169 Corridor Study and endorses implementation of Study recommendations.

CERTIFICATION

I hereby certify that the foregoing Resolution is a true and correct copy of the resolution presented to and adopted by Nicollet County at a duly authorized meeting thereof, held on December 14, 2021 as shown by the minutes of said meeting in my possession.

Terry Morrow, Chair
Nicollet County Board of Commissioners

Nicollet County Board of Commissioners
Board Meeting Agenda Item



Agenda Item:						
County, City, Tribal, and State Health and Human Services Worker Day Proclamation						
Primary Originating Division/Dept.:	Meeting Date: 12/14/2021					
Contact: Cassie Sassenberg Title: HHS Director	Item Type: Regular Agenda (Select One)					
Amount of Time Requested 5 minutes						
Presenter: Cassie Sassenberg Title: HHS Director	Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No					
County Strategy: Programs and Services - deliver value-added quality services (Select One)						
BACKGROUND/JUSTIFICATION: <p>Governor Walz has proclaimed December 8th, 2021 to be County, City, Tribal, and State Health and Human Services Worker Day. This was done to value the dedication of these workers in improving health, protecting the vulnerable, and providing outstanding services to the people of Minnesota.</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) Annually						
Approved by County Attorney's Office: <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A						
ACTION REQUESTED: <p>For the Board of Commissioners to proclaim Wednesday, December 08, 2021 as County, City, Tribal and State Health and Human Services Worker Day. +</p>						
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> FISCAL IMPACT: Other (Select One) If "Other", specify </td> <td style="width: 50%; vertical-align: top;"> FUNDING County Dollars = Other (Select One) </td> </tr> <tr> <td style="vertical-align: top;"> FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments: </td> <td style="vertical-align: top;"> Total </td> </tr> </table>			FISCAL IMPACT: Other (Select One) If "Other", specify	FUNDING County Dollars = Other (Select One)	FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:	Total
FISCAL IMPACT: Other (Select One) If "Other", specify	FUNDING County Dollars = Other (Select One)					
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:	Total					



HHS WORKER DAY PROCLAMATION



WHEREAS, County, city, tribal and state health and human services workers are dedicated to improving health, protecting the vulnerable, and providing outstanding public services to the people of Minnesota through their prevention efforts, administration of programs and provision of services; and

WHEREAS, County, city, tribal, and state health and human services workers are responsible for the prudent expenditure of millions of dollars annually and must meet the highest standards of job performance in program and services delivery; and

WHEREAS, the duties performed by county, city, tribal, and state health and human services workers require that they demonstrate a variety of skills in order to provide services to clients, communities, and the general public; and

WHEREAS, the nature of federal and state legislation necessitates that county, city, tribal and state health and human services workers continually expand their knowledge, skills and expertise related to their professions and the needs to the communities they serve; and

WHEREAS, Nicollet County recognizes the valuable public services that county, city, tribal and state health and human services workers perform each and every day for the health, prevention, and protection of Minnesotans.

NOW, THEREFORE BE IT RESOLVED that the Nicollet County Board of Commissioners proclaim Wednesday, December 08, 2021, as

COUNTY, CITY, TRIBAL AND STATE HEALTH AND HUMAN SERVICES WORKER DAY

Dated: December 14, 2021

Terry Morrow, Chair
Nicollet County Board of Commissioners

ATTEST:

Jaci Kopet
Clerk to the Board

Nicollet County Board of Commissioners
Board Meeting Agenda Item



Agenda Item:

Contract with Diversion Solutions

Primary Originating Division/Dept.: County Attorney

Meeting Date: 12/14/2021

Contact: Michelle Zehnder ☒ Title: County Attorney

Item Type:
(Select One) Regular Agenda

Amount of Time Requested 5 minutes

Presenter: Michelle Zehnder ☒ Title: County Attorney

Attachments: ☒ Yes ☐ No

County Strategy:
(Select One) Programs and Services - deliver value-added quality services

BACKGROUND/JUSTIFICATION:

Diversion Solutions offers a driver's license reinstatement program. This program allows individuals who owe fines and fees that result in a suspension of their driving privileges to obtain driving privileges while paying their outstanding fines and fees. It promotes an individual's ability to lawfully drive and obtain employment. The program assists individuals to resolve outstanding legal matters and ends the cycle of unlawful driving and re-suspension of driving privileges.

Supporting Documents: ☒ Attached ☐ In Signature Folder ☐ None

Prior Board Action Taken on this Agenda Item: ☐ Yes ☒ No

If "yes", when? (provide year; mm/dd/yy if known)

Approved by County Attorney's Office: ☒ Yes ☐ No ☐ N/A

ACTION REQUESTED:

Authorize County Attorney Zehnder Fischer to sign contact with Diversion Solutions

FISCAL IMPACT: No fiscal impact
(Select One)

If "Other", specify

FUNDING
County Dollars =

Grant
(Select One)

FTE IMPACT: No FTE change
(Select One)

If "Increase or "Decrease" specify:

Total

Related Financial/FTE Comments:

**DRIVING DIVERSION PROGRAM
SERVICES AGREEMENT
FOR THE
COUNTY OF NICOLLET**

1. **Contractual Agreement** - This Agreement is made and entered into this _____ day of _____, 2021, by and between the County of Nicollet, State of Minnesota, by and through its County Attorney's Office, 501 South Minnesota Avenue, St. Peter, MN 56082 [hereinafter "County"] and Diversion Solutions, LLC, of 415 Main Street, Red Wing, Minnesota 55066 [hereinafter Diversion Solutions].
2. **Purpose** – The purpose of this Agreement shall be to implement the License Reinstatement Program, as authorized by Minn. Stat. § 171.2405. See Exhibit A.
3. **Contract Terms** - This Agreement shall be in force until either party exercises the termination clause provided in Section 10.
4. **Definitions:**
 - A. **Participant** – the individual who has enrolled in the Driving Diversion Program voluntarily as part of the County Diversion Program or has otherwise been ordered by the Court or recommended by the prosecutor to complete the program.
 - B. **Restitution Recovery** – Fines, reinstatement fees, and diversion fees payable by a Participant.
5. **County Duties** – The following is needed for the implementation of the Program:

County will conduct, as needed, authorization of applicants, meet with key Diversion Solutions staff to offer procedural guidance, evaluate program performance, and provide support and direction.
6. **Diversion Solutions Duties** - Diversion Solutions will provide the following services to the County in a timely and efficient manner:
 - A. Operation and management of the driver's license diversion program for participants who would otherwise be involved in the court legal system.
 - B. Perform daily operations and management of all clerical and accounting functions related to individual participant files.
 - C. Manage the collection and disbursement of Restitution Recovery Fees, participant fees and other fees as appropriate.
 - D. Provide necessary responses, correspondence, and follow-up of telephone inquiries to address issues or questions of Participants.

- E. Properly maintain all physical files, financial records, documentation, reports, computer files, etc. as required by law or requested by the County.
- F. Conduct classes designed to teach and provide meaningful information and lessons to Participants on licensure, criminal consequences, and other appropriate topics. Diversion Services agrees to provide such classes in the Nicollet/Blue Earth County areas. Diversion Services further agrees to provide language services to all participants in the program, both for purposes of attending the classes and in the written materials provided to participants.
- G. Schedule and conduct all classes necessary for the program, which shall include but not be limited to development of curriculum, provision of appropriate materials, and provision of appropriate space/locations for the classes.

Maintain and provide records to the County as defined in Minn. Stat. § 171.2405

7. **Program Operational Fees/Revenue:**

Participant Fees

- A. Program fees based on money (fines and fees) owed to state:

\$250 or less owed	\$140.00
\$251 - \$500	\$210.00
\$501 or more	\$350.00
- B. Failure to attend class \$30 reschedule fee
- C. Reentry if FMR 90 \$35 (accepted did not start program)
- D. Reentry if FMR 2 \$150
(post class citation, failure to make payment attorney/judge reentry)
- E. CC processing fee \$5 per transaction

For each \$350 program fee paid in full, \$100.00 of the fee will be applied toward the participants payment plan and \$250.00 will be retained by Diversion Solutions. The county will not receive a portion of the participation fee in which a participant falls under the discounted program fee.

- 8. **Non-Compete** – During the term of this agreement, the County shall not establish a competing program or any other similar program that addresses driver's license diversions.
- 9. **County has no Financial Liability** - It is understood and agreed by and between the parties that Diversion Solutions will bear all financial liability for all aspects of its operations under this Agreement.
- 10. **Termination of this Agreement:**

- A. This Agreement may be terminated at any time, without cause, by either party upon 30 days written notice to the authorized agent of the County or Diversion Solutions.
 - B. This Agreement may be immediately terminated by the County at any time if the County determines that Diversion Solutions is acting, or has acted at any time during the term of this Agreement, in violation of state or federal law.
- 11. **Amendments or Material Modifications** - All amendments or modifications to this Agreement must be in writing and approved by both parties.
 - 12. **No County Obligation** - Diversion Solutions and Participants who participate in this program fully understand that the program is a public service, and the County is held harmless and has no liability to make recovery or obligation to take criminal action against Participant(s).
 - 13. **Criminal Action** - Diversion Solutions acknowledges, and will advise all Participants that, the County Attorney's Office may reinstate prosecution of the citation which brought the Participant(s) to the program, if the Participant fails to participate or complete the program.
 - 14. **Hold Harmless and Indemnification:**
 - A. Diversion Solutions shall save and protect, hold harmless, indemnify and defend the County, its officers and employees against any and all claims, causes of action, suits, liabilities, losses, charges, damages or costs and expenses arising from, or allegedly arising from, or resulting directly or indirectly from any professional errors and omissions and/or negligent or willful acts or omissions of Diversion Solutions and its employees and agents, in the performance of this Agreement.
 - 15. **Independent Contractor:**
 - A. Nothing contained in this Agreement is intended to or shall be construed in any manner as creating or establishing the relationship of employer/employee between the parties. Diversion Solutions shall at all times remain an independent contractor with respect to the services to be provided under this agreement.
 - B. The County shall be exempt from payment of all unemployment insurance, FICA, retirement, life and medical insurance, and workers' compensation insurance for any and all of Diversion Solutions employees and agents. Payment of insurance premiums, tax withholding, and all other benefits are strictly Diversion Solutions' responsibility.
 - 16. **Subcontractor** - Diversion Solutions shall not subcontract any portion of the work to be performed under this Agreement without prior written approval of County. Diversion Solutions reserves the right to assign this agreement with written County approval.

17. **Data Practice** - Diversion Solutions agrees to comply with the Minnesota Government Data Practices Act and all other applicable state and federal laws relating to data privacy or confidentiality. Diversion Solutions will immediately report to the County Attorney signing this agreement any request from a third party for information relating to this agreement. The County agrees to promptly respond to inquiries from Diversion Solutions concerning data requests. Diversion Solutions agrees to hold the County, its officers and employees harmless from any claims resulting from the Contractor's unlawful disclosure or use of data protected under state and federal laws.
18. **Compliance with the Law** - Diversion Solutions agrees to abide by the requirements and regulations of The Americans with Disabilities Act of 1990 (ADA), the Minnesota Human Rights Act (Minn. Stat. Chap. 363A), the County Civil Rights Ordinance (Ch. 139), and Title VII of the Civil Rights Act of 1964. These laws deal with discrimination based on race, color, creed, national origin, sex, marital status, public assistance, gender, disabilities, religion, and based upon sexual harassment. The County agrees to promptly supply all necessary clarifications. Violation of any of the above can lead to the termination of this Agreement.
19. **Entire Agreement** - This entire Agreement supersedes any and all other Agreements, either oral or written, between the parties hereto with respect to the subject matter hereof, and contains all of the Agreements between the parties with respect to said matter. Each party to this Agreement acknowledges that no representations, inducements, promises, or Agreements, oral or otherwise, have been made by either party which are not embodied herein, and that no other Agreements, statements, or promises not contained within this Agreement shall be valid or binding. All provisions contained within this Agreement shall be valid or binding. The laws of Minnesota and the United States of America shall govern all provisions within this Agreement.
20. **Audits and Inspections** - The County Attorney's office or designated representative or other governmental agency exercising regulatory function over the County's business activities, while exercising reasonable, non-disruptive procedures, may inspect Diversion Solutions records at any time at County expense. Diversion Solutions must keep all records relative to this Agreement for inspection for a period of six (6) years.
21. **Notice** - Any notice to be given hereafter by either party to the other, shall be in writing and may be affected by personal delivery, or by registered mail, return receipt requested, addressed to the proper party, to each of the parties' respective address.
22. **Insurance** - Diversion Solutions and or its subcontractors agree to provide and maintain, at its own cost and at all times during its performance under this contract until completion of the work, such liability insurance coverage as is set forth below, and to otherwise comply with the provisions that follow:
 - A. **Workers' Compensation:** Workers' Compensation insurance in compliance with all applicable statutes.

B. Auto Insurance – Owned and unowned

C. General Liability: “Commercial General Liability Insurance” (Insurance Service Office policy form title), or equivalent policy form, providing coverage on an “occurrence,” rather than on a claims made basis, the policy for which shall include, but not limited to, coverage for bodily injury, property damage, personal injury, contractual liability (applying to this contract), Independent Contractors, and Products-Completed Operations Liability. Coverage for explosions, collapse and underground hazards shall not be included.

Such a policy shall name the County as an additional insured thereunder, and shall apply on a primary basis with respect to any similar insurance maintained by the County, which other insurance of the County, if any, shall apply in excess of Diversion Solutions insurance and not contributed therewith. Diversion Solutions agrees to maintain Products-Complete Operations coverage on a continuing basis for a period of at least two years after date of completion

Such Commercial General Liability insurance policy shall provide a combined single limit in the amount of at least \$2,000,000 (two million). Each Occurrence, applying to liability for bodily injury and property damage, and a combined single limit of at least the same amount applying to liability for Personal Injury and Advertising Injury. Such minimum limits may be satisfied by the limit afforded under Firm’s Commercial General Liability Insurance Policy, or by such Policy in combination with limits afforded by an Umbrella or Excess Liability Policy (or policies), provided that the coverage afforded under any such Umbrella or Excess Policy is at least in all material respects as broad as that afforded by the underlying Commercial Liability Policy, and further that the COUNTY is included as an additional insured thereunder.

Such Commercial General Liability Policy and Umbrella or Excess Liability Policy (or policies) may provide aggregate limits for some or all of the coverage afforded thereunder, so long as such aggregated limits are not at any time during which such coverage is required to be maintained hereunder reduced to less than the required Each Occurrence limit stated above, and further, that the Umbrella or Excess Liability provides from the point that such aggregate limits in the underlying Commercial General Liability Policy become reduced or exhausted. An Umbrella or Excess Liability Policy which “drops down” to respond immediately over reduced underlying limits, or in place of exhausted underlying limits, but subject to a deductible or “retention” amount, shall be acceptable in this regard so long as such deductible or retention amount does not cause the firm total deductibles or retention for Each Occurrence to exceed \$10,000.

D. Professional Liability: Liability Insurance in the amount of at least \$1,000,000 Each Occurrence (or “Wrongful Act” or equivalent) and if applicable, Aggregate, covering Diversion Solutions Liability for negligent acts, errors, or omissions in the performance of professional services in connection with this Agreement. Diversion Solutions Professional Liability Insurance may afford coverage on an occurrence basis or on a claim’s basis. It is, however, acknowledged and agreed by Diversion Solutions, that

under claims-made coverage, changes in insurers or in insurance policy forms could result in the impairment of the liability insurance protection intended for the County hereunder. Diversion Solutions therefore agrees that it will not seek or voluntarily accept any such change in its Professional Liability Insurance coverage if such impairment of the protection for the County could result; and further, that it will exercise its right under any Extended Reporting Period ("tail coverage") or similar claims-made policy option if necessary or appropriate to avoiding impairment of such protection.

Diversion Solutions further agrees that it will, keep required coverage and for an additional period of two (2) years following cancellation of this agreement, immediately: (a) advise the County of any intended or pending change in Professional Liability insurance or in policy forms, and provide the County with all pertinent information that the County may reasonably request to determine compliance with this paragraph; and (b) advise the County of any claims or threat of claims that might reasonably be expected to reduce the amount of such insurance remaining available for the protection of the County.

IN WITNESS WHEREOF, the parties have executed the Agreement as of the date first written above

Diversion Solutions, LLC
415 Main Street
Red Wing, MN 55066

Signature: _____
Scott Adkisson CEO

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

Signature: _____
Michelle M. Zehnder Fischer

Exhibit A

2019 First Special Session Chapter 5 SF8

Sec. 5. [171.2405] LICENSE REINSTATEMENT DIVERSION PROGRAM.

Subdivision 1. Establishment.

(a) A City or County may establish a license reinstatement diversion program for holders of class D drivers' licenses who have been charged with violating section 171.24, subdivision 1 or 2. An individual charged with driving after revocation under section 171.24, subdivision 2, is eligible for diversion only if the revocation was due to a violation of section 169.791; 169.797; 169A.52; 169A.54; 171.17, subdivision 1, paragraph (a), clause (6); or 171.177. An individual who is a holder of a commercial driver's license or who has committed an offense in a commercial motor vehicle is not eligible to participate in the diversion program. Nothing in this section authorizes the issuance of a driver's license to a diversion program participant during the underlying suspension or revocation period at issue in the violation of section 171.24, subdivision 1 or 2.

(b) Notwithstanding any law or ordinance to the contrary, a City or County may contract with a third party to create and administer the diversion program under this section. Any participating City or County, at its own expense, may request an audit of the administrator.

(c) For purposes of this section, "administrator" means the City, County, or administrator of the program.

Subd. 2. Diversion of an individual.

(a) A prosecutor for a participating City or County may determine whether to accept an individual for diversion. When making the determination, the prosecutor must consider:

(1) whether the individual has a record of driving without a valid license or other criminal record, or has previously participated in a diversion program;

(2) the strength of the evidence against the individual, along with any mitigating factors; and

(3) the apparent ability and willingness of the individual to participate in the diversion program and comply with program requirements.

(b) A City or County attorney may request that an individual be reviewed for a diversion program without a formal City or County diversion program being established. The City or County attorney must follow the requirements of subdivisions 1 and 2 and may submit the individual's application to an administrator for processing in collaboration with DVS to determine if an individual is eligible for approval into the diversion program. The participant must meet the requirements in subdivision 4.

(c) A judge may submit a request for an individual to apply for entry into a diversion program under subdivisions 1 and 2. The participant must meet the requirements in subdivision 4.

Subd. 3. Diversion driver's license.

(a) Notwithstanding any law to the contrary, the commissioner may issue a diversion driver's license to a person who is a participant in a diversion program, after receiving an application and payment of:

(1) the reinstatement fee under section 171.20, subdivision 4, by a participant whose driver's license has been suspended;

(2) the reinstatement fee under section 171.29, subdivision 2, paragraph (a), by a participant whose driver's license has been revoked under section 169.791; 169.797; or 171.17, subdivision 1, paragraph (a), clause (6); or

(3) the reinstatement fee under section 171.29, subdivision 2, paragraph (a), by a participant whose driver's license has been revoked under section 169A.52, 169A.54, or 171.177. The reinstatement fee and surcharge under section 171.29, subdivision 2, paragraph (b), must also be paid during the course of and as a condition of the diversion program.

(b) The commissioner may impose restrictions on a diversion driver's license that are suitable to the licensee's driving ability or applicable to the licensee as the commissioner deems appropriate to ensure the safe operation of a motor vehicle by the licensee. The participant must follow all requirements of this section, the requirements set out by DVS and court restrictions.

(c) Payments made by participants in the diversion program of the reinstatement fee and surcharge under section 171.29, subdivision 2, paragraph (b), must be applied first toward payment of the reinstatement fee and, after the reinstatement fee has been fully paid, toward payment of the surcharge. Each payment that is applied toward the reinstatement fee must be credited as provided in section 171.29, subdivision 2, paragraph (b), and each payment that is applied toward the surcharge must be credited as provided in section 171.29, subdivision 2, paragraphs (c) and (d). After the reinstatement fee and surcharge are satisfied, the participant must pay the program participation fee.

(d) Notwithstanding any law to the contrary, a diversion driver's license issued to a participant in the program must not be revoked or suspended for convictions entered due to payments made under subdivision 4.

Subd. 4. Program components.

(a) At a minimum, the diversion program must require individuals to:

- (1) successfully attend and complete, at the individual's expense, educational classes that provide, among other things, information on driver's licensure;
- (2) pay to the administrator, under a schedule approved by the prosecutor, all required related fees, fines, and charges, including applicable statutory license reinstatement fees and costs of participation in the program;
- (3) comply with all traffic laws; and
- (4) demonstrate compliance with motor vehicle insurance requirements.

(b) Individuals whose underlying citations cost less than \$250 shall receive a 60 percent discount on the diversion program fee. Individuals whose underlying citations cost \$250 to \$500 shall receive a 40 percent discount on the diversion program fee.

Subd. 5. Termination of participation; reinstatement of driver's license.

(a) An individual's participation in the diversion program must be terminated if:

- (1) the individual is found guilty of a moving traffic violation;
- (2) the individual fails to provide proof of vehicle insurance; or
- (3) the administrator of the diversion program informs the commissioner that the individual is no longer satisfying the conditions of the diversion program.

(b) The commissioner must cancel an individual's diversion driver's license upon receiving notice from the administrator that the individual is not complying with the requirements of the program.

(c) The original charge against the individual of a violation of section 171.24 may be reinstated against an individual whose participation in the diversion program terminates under paragraph (a), clause (1) or (2).

(d) If an individual satisfies all requirements of the diversion program, including, at a minimum, satisfactory fulfillment of the components under subdivision 4, the administrator must inform the court, the prosecutor, and the commissioner of the individual's satisfactory completion of the diversion program.

(e) Upon receiving notice under paragraph (d), the commissioner must reinstate the individual's driver's license.

(f) Upon receiving notice under paragraph (d), the court must dismiss the charge or the prosecutor must decline to prosecute the individual.

Subd. 6. Fees held on termination of participant.

(a) Upon termination of the participant in the program under subdivision 5, where there are any held funds and only after the administrator has made payouts on citations and fees, the third-party administrator shall hold remaining participant fees for 12 months from the date of termination under subdivision 5, paragraph (a), clause (1) or (2).

(b) A participant who meets DVS requirements to re-enter the diversion program may use held funds to pay fees to be reinstated into the program.

(c) After 12 months, the administrator shall retain the funds for the work performed during the participant's enrollment period, prior to the participant's termination date in the diversion program.

Subd. 7. Biennial report.

(a) By February 1 of each even-numbered year, the administrator must report on each City and County that participated in the diversion program and provide a report to each participating City and County, the commissioner, and the legislative committees with jurisdiction over transportation and the judiciary concerning the results of the program. The report must be made available electronically and, upon request, in print. The report must include, without limitation, the effect of the program on:

- (1) recidivism rates for participants in the diversion program;
- (2) the number of participants who successfully completed the program;
- (3) the amount charged to individuals for program fees;
- (4) payment of the fees and fines collected in the diversion program to cities, counties, and the state;
- (5) the total amount of money collected from participants in the program;
- (6) the total amount of money, by category, paid or applied to reinstatement;
- (7) educational support provided to participants in the diversion program;
- (8) the total number of participants in the diversion program;
- (9) the total number of participants terminated from the program under subdivision 5, paragraph (a), clauses (1) to (3);
- (10) the reimbursement policy for all payments listed under clause (4); and

(11) the amount of all payments listed under clause (4) retained from participants who were terminated from the program.

(b) The report must include all recommendations made by cities or counties regarding the future of the program and any necessary or suggested legislative changes.

EFFECTIVE DATE.

This section is effective July 1, 2019. A City or County participating in the diversion program may accept an individual into the program until June 30, 2019. The third party administering the diversion program may collect and disperse fees collected pursuant to Minnesota Statutes, section 171.2405, subdivision 6, paragraph (a), clause (2), through June 30, 2019.

Sec. 6. Laws 2009, chapter 59, article 3, section 4, subdivision 9, as amended by Laws 2010, chapter 197, section 1, Laws 2011, chapter 87, section 1, subdivision 9, Laws 2013, chapter 127, section 60, and Laws 2017, chapter 95, article 3, section 29, is amended to read:

Subd. 9. Sunset; transition.

A City or County participating in this pilot program may accept an individual for diversion into the pilot program until June 30, 2019. and the third party administering the diversion program may collect and disburse fees collected pursuant to subdivision 6, paragraph (a), clause (2), through December 31, 2020 until the day following the date the permanent diversion program established under Minnesota Statutes, section 171.2405, is effective, at which time the pilot program under this section expires. An individual participating in but who has not completed the pilot program on the date the pilot program expires is automatically transferred and enrolled in the permanent diversion program under Minnesota Statutes, section 171.2405, and credited for any fees paid or activities completed under the pilot program.

EFFECTIVE DATE.

This section is effective the day following final enactment.

Nicollet County Board of Commissioners
Board Meeting Agenda Item



Agenda Item:	
Public Hearing for Capital Improvement Plan 2022-2026, Resolution, and Plan Adoption	
Primary Originating Division/Dept.: Contact: Heather McCormick Title: Finance Director Amount of Time Requested 15 minutes Presenter: Heather McCormick Title: Finance Director	Meeting Date: 12/14/21 Item Type: Regular Agenda (Select One) Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No
County Strategy: Financial Security - prudent use of taxpayer resources (Select One)	
BACKGROUND/JUSTIFICATION: This agenda item is to present the 2022-2026 Capital Improvement Plan and hold a public hearing. Following MN Statute 373.40, Nicollet County will conduct a public hearing for their 5 year CIP Plan. The purpose of the public hearing is the review, discussion and approval of the proposed 2022 – 2026 Capital Improvement Plan for Nicollet County. The plan identifies estimated capital expenditures and funding sources for a five-year period. Having a CIP allows the County Board, Administration, and Department Heads make better financial decisions on the County's capital improvement needs. Following the Public Hearing, request is approval of the resolution and adoption of the 5 year CIP Plan.	
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 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:	
FISCAL IMPACT: Other (Select One) If "Other", specify	FUNDING County Dollars = Other (Select One)
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:	Total

Nicollet County

Capital Improvement Plan

2022 – 2026



Adopted 12/14/21



Mission

Providing efficient services with innovation and accountability.

Vision

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

Core Values

Leadership: Having a vision, sharing that vision and inspiring others to support our vision while creating their own.

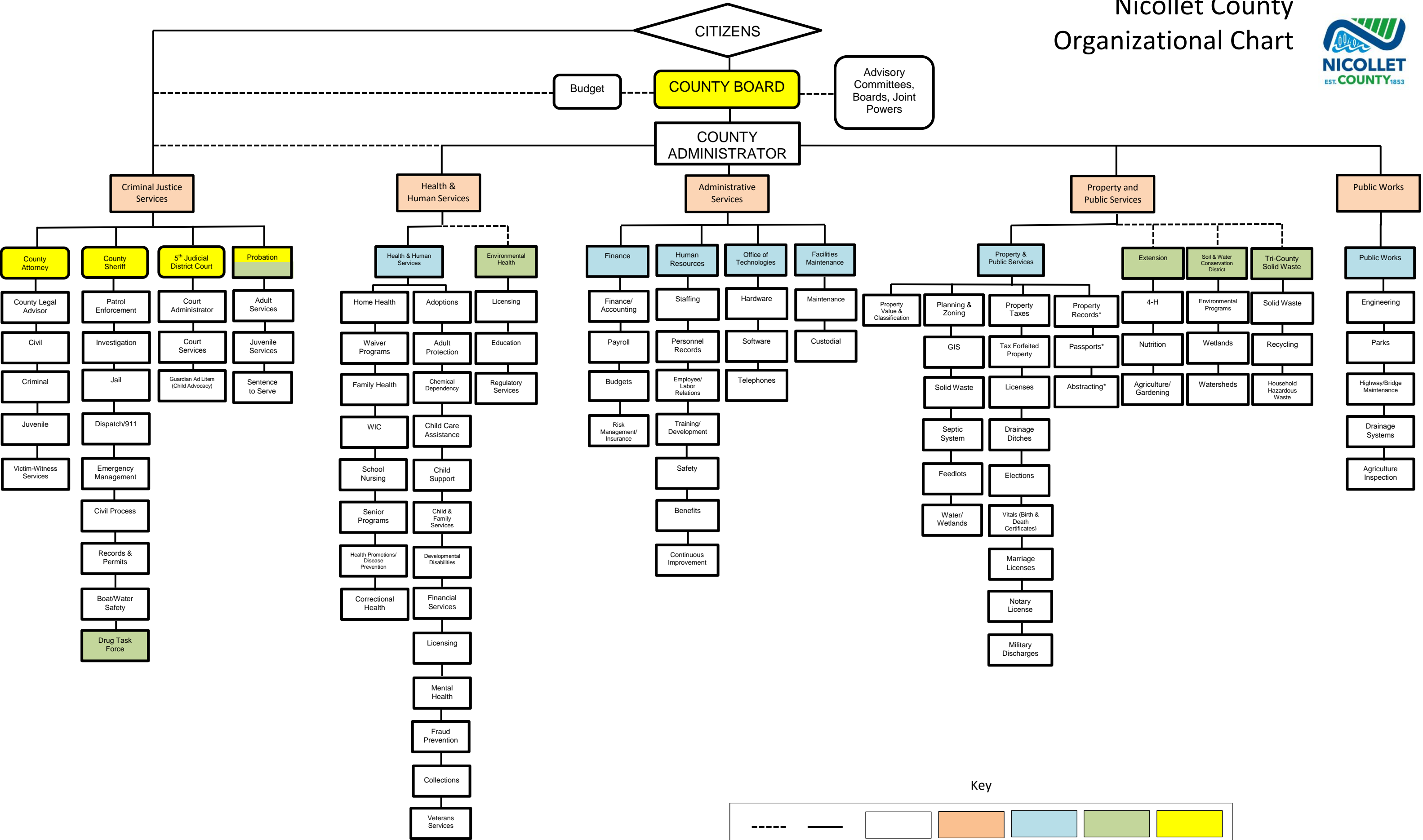
Integrity: Our decisions and actions display a consistent commitment to moral and ethical values.

Accountability: To account for our activities, accept responsibility for them and to disclose the results in a transparent manner.

Efficiency: Our ability to do things well, successfully and without waste.

Innovation: Our transformation of an idea into a service that creates value.

Nicollet County
Organizational Chart



Key

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Collaborative Organizational Relationship	Direct Report	Service Area	Division	Department	Separate Agency	Elected

* - After appointment of the Office of the County Recorder

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Purpose

The Nicollet County Capital Improvements Plan (CIP) is a multi-year guide to the construction, maintenance and/or improvement of county road infrastructure and public facilities and land. Through the process of preparing and updating a capital improvements plan, the county meets the need for orderly maintenance of the physical assets of the county. This CIP is intended to serve as a planning tool and is structured to present meaningful long-range perspective of the county's long-range capital needs.

Statutory Requirements

Minnesota Statutes, Section 373.40, allows counties to plan and finance the "...acquisition or betterment of public lands, buildings, or other improvements within the county for the purpose of a county courthouse, administrative building, health or social service facility, correctional facility, jail, law enforcement center, hospital, morgue, library, park, qualified indoor ice arena, roads and bridges, public works facilities, fairground buildings, and records and data storage facilities, and the acquisition of development rights in the form of conservation easements under chapter 84C. An improvement must have an expected useful life of five years or more to qualify. "Capital improvement" does not include a recreation or sports facility building (such as, but not limited to, a gymnasium, ice arena, racquet sports facility, swimming pool, exercise room or health spa), unless the building is part of an outdoor park facility and is incidental to the primary purpose of outdoor recreation".

The CIP must set forth:

- 1) The estimated schedule, timing and details of specific capital improvements;
- 2) Estimated cost of the capital improvements identified;
- 3) The need for the improvements; and
- 4) The sources of revenues needed to pay for the improvements.

Approval of the CIP and annual amendments must be approved by the county board after a noticed public hearing. The CIP must cover a 5-year period beginning with the date of its adoption.

Planning Process

Each year, in conjunction with the annual budget development process, the County Finance Director and County Administrator will work with County Department Heads to update the CIP. The draft CIP will be reviewed and amended as needed by the County Administrator before being presented to the County Board for review.

All CIP updates and review processes will include the following analysis for each project and the overall plan:

- (1) the condition of the county's existing infrastructure, including the projected need for repair or replacement;
- (2) the likely demand for the improvement;
- (3) the estimated cost of the improvement;
- (4) the available public resources;
- (5) the level of overlapping debt in the county;

- (6) the relative benefits and costs of alternative uses of the funds;
- (7) operating costs of the proposed improvements; and
- (8) alternatives for providing services more efficiently through shared facilities with other counties or local government units.

For a county to use its authority to finance expenditures under Chapter 373.40, it must meet the requirements provided therein. Specifically, the county board must approve a sale of capital improvement bonds by a 3/5ths majority. In addition, it must hold a public hearing for public comment. Notice of such hearing must be published in the official newspaper of the county at least 14, but no more than 28 days prior to the date of the public hearing. Although a referendum is not required, a reverse referendum is allowable. If a petition bearing the signatures of 5 percent of the votes cast in the last general election requesting a vote on the issuance of bonds is received by the Auditor within 30 days after the public hearing, a referendum vote on the issuance of the bonds shall be called.

Debt Limit

A county may not issue bonds under MN Statute 373.40 if the maximum amount of principal and interest to become due in any year on all the outstanding bonds issued pursuant to that statute (including the bonds to be issued) will equal or exceed 0.12 percent of the estimated market value of property in the county. Calculation of the limit must be made using the estimated market value for the taxes payable year in which the obligations are issued and sold. This does not limit the authority to issue bonds under any other special or general law.

Taxes Payable Year 2022 Estimated Market Value of Property in Nicollet County = \$4,649,335,800

Debt Limit % = .0012

DEBT LIMIT P & I PAYMENT = \$5,579,203

Existing Debt

As of the date of approval of this CIP, Nicollet County had the following general obligation debt supported by property tax (excludes debt for the County Drainage Authority):

<u>General Obligation</u>	<u>Original Issue Amount</u>	<u>2021 P & I Payment</u>	<u>Final Levy Collection Year</u>
2008 Street Construction Bonds (2018C Refunded)	\$6,985,000	\$607,800.00	2023
2018 Sheriff's Office Remodel, Parking Lot, HHS Expansion	\$2,390,000	\$362,950.00	2024
2013 HHS BLD. Capital Improvement Bonds*	\$12,375,000	<u>\$1,145,412.50</u>	2028
TOTAL		\$2,116,162.50	

*In 2020, Nicollet County completed G.O. CIP Series 2020A Crossover Advance Refunding of Series 2013A HHS BLD. Capital Improvement Bonds which will refund in 2022. 2020A will replace 2013 debt and the final levy collection year will remain 2028.

Capital Notes

A county board may, by resolution and without referendum, issue capital notes subject to the county debt limit to purchase capital equipment useful for county purposes that has an expected useful life at least equal to the term of the notes. The notes shall be payable in not more than ten years and shall be issued on terms and in a manner the board determines. A tax levy shall be made for payment of the principal and interest on the notes, in accordance with MN Statute 475.61, as in the case of bonds.

(b) For purposes of this subdivision, "capital equipment" means:

- (1) public safety, ambulance, road construction or maintenance, and medical equipment; and
- (2) computer hardware and software, whether bundled with machinery or equipment or unbundled, together with application development services and training related to the use of the computer hardware or software.

Financing the CIP

Each CIP project will be funded with one or more of the following funding sources:

- (1) Bonds
- (2) Capital notes
- (3) Tax levy
- (4) Cash reserves (both restricted and unrestricted funds)
- (5) Grants
- (6) Federal and State allocations and aids
- (7) Donations

While cost estimates and proposed funding sources are identified for each project, the CIP is not intended to provide a detailed or complete financing plan. As the county prepares to undertake individual projects, the County Board will consider a specific funding source. The CIP will be revised and updated on a periodic basis during the future budget cycles. Changes to the priorities established in the plan should be expected. Changes can be caused by reductions in funding levels, project delays due to price fluctuations, opportunities for grants or other aids, delays in obtaining construction permits or necessary approvals, emergency needs or simply changes in community preferences.

Appendix A provides a summary of the total cost of financing this CIP by year.

CIP Projects

Projects included in this CIP are in **Appendix B**. The following projects or purchases are eligible for inclusion in the CIP:

- (1) Facilities – new, remodeled, purchased, improved, maintenance, etc.
- (2) Equipment and vehicles over \$25,000 that has a useful life of more than five years
- (3) Public Land - acquisitions

- (4) Public Works - including roads, bridges, equipment and facilities (Nicollet County Public Works CIP, facility replacement/improvement schedule and equipment replacement schedule are adopted as part of this CIP and are included in **Appendix C)**

The following projects and purchases are not included in this CIP:

- (1) Equipment and facility improvements under \$25,000 – Projects and purchases of this amount are able to be accounted for in annual budgets with tax levy or by using cash reserves.

Total Cost of 2022 - 2026 CIP						
<u>Project/Purchase Type</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	TOTAL BY TYPE
Facilities	\$2,575,000	\$900,000	\$210,000	\$17,100,000	\$550,000	\$21,335,000
Equipment	\$725,000	\$221,000	\$87,000	\$387,000	\$145,000	\$1,565,000
Vehicles	\$203,440	\$163,440	\$201,440	\$163,440	\$163,440	\$895,200
Public Land	\$0	\$0	\$0	\$0	\$0	\$0
Public Works - Equipment	\$585,000	\$600,000	\$600,000	\$600,000	\$600,000	\$2,985,000
Public Works - Roads/Bridges	\$21,999,000	\$11,000,000	\$400,000	\$5,470,000	\$4,600,000	\$43,469,000
TOTAL BY YEAR	\$26,087,440	\$12,884,440	\$1,498,440	\$23,720,440	\$6,058,440	\$70,249,200

Funding Sources for 2022 - 2026 CIP						
<u>Funding Source</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	TOTAL BY TYPE
Bonds	\$3,450,000	\$3,450,000	\$0	\$17,000,000	\$0	\$23,900,000
Reserves	\$4,001,378	\$1,121,000	\$297,000	\$487,000	\$695,000	\$6,601,378
Tax Levy	\$1,060,440	\$480,440	\$518,440	\$480,440	\$480,440	\$3,020,200
Grants	\$1,258,000	\$8,000	\$8,000	\$8,000	\$8,000	\$1,290,000
Restricted Funds (911, Compliance, etc.)	\$0	\$0	\$0	\$0	\$0	\$0
Donations	\$40,000	\$0	\$0	\$0	\$0	\$40,000
State/Federal Allocations	\$11,525,000	\$2,800,000	\$400,000	\$4,320,000	\$4,600,000	\$23,645,000
Sales Tax/Wheelage Tax	\$4,752,622	\$5,025,000	\$275,000	\$1,425,000	\$275,000	\$11,752,622
TOTAL BY YEAR	\$26,087,440	\$12,884,440	\$1,498,440	\$23,720,440	\$6,058,440	\$70,249,200

Projected New Debt

<u>General Obligation</u>	<u>Issue Year</u>	<u>Issue Amount</u>	<u>Funding Source</u>
County Road 15 Regrade	2022	\$6,900,000	Sales Tax
Public Works Facility	2025	\$15 million	Tax Levy

2022-2026 CIP Summary of Projects/Purchases

2022			
<u>Project/Purchase</u>	<u>Department</u>	<u>Cost</u>	<u>Funding Source</u>
New Jail Elevator	Facilities	\$200,000	Levy
Jail Roof Replacement	Facilities	\$250,000	Reserves
Government Center Roof Replacement	Facilities	\$175,000	Reserves
North Mankato Bld. Remodel - Phase II	Facilities	\$1,900,000	Reserves
Technology Projects	Technologies	\$650,000	Reserves/Levy
Lease Staff Vehicles	HHS	\$26,000	Levy/Grant/Reimbursement
New Veterans Van	HHS	\$40,000	Reserves - Restricted
Lease/Purchase Vehicles	Sheriff	\$137,440	Levy
Jail Intercom System	Sheriff	\$75,000	Levy
Road and Bridge Facility Study	Public Works	\$50,000	Reserves
Public Works Equipment	Public Works	\$585,000	Levy/Wheelage Tax
Road and Bridge Projects	Public Works	\$21,999,000	Multiple Sources
TOTAL		\$26,087,440	

2023			
<u>Project/Purchase</u>	<u>Department</u>	<u>Cost</u>	<u>Funding Source</u>
PPSD Remodel	Facilities	\$800,000	Reserves
Govt. Center Carpet	Facilities	\$100,000	Reserves
Technology Projects	Technologies	\$221,000	Reserves
Lease Staff Vehicles	HHS	\$26,000	Levy/Grant/Reimbursement
Lease/Purchase Vehicles	Sheriff	\$137,440	Levy
Public Works Equipment	Public Works	\$600,000	Levy/Wheelage Tax
Road and Bridge Projects	Public Works	\$11,000,000	Multiple Sources
TOTAL		\$12,884,440	

2024			
<u>Project/Purchase</u>	<u>Department</u>	<u>Cost</u>	<u>Funding Source</u>
Courthouse Rooftop Air Handlers	Facilities	\$130,000	Reserves
Jail Air Handlers	Facilities	\$80,000	Reserves
Technology Projects	Technologies	\$87,000	Reserves
Lease Staff Vehicles	HHS	\$26,000	Levy/Grant/Reimbursement
Lease/Purchase Vehicles	Sheriff	\$175,440	Levy
Public Works Equipment	Public Works	\$600,000	Levy/Wheelage Tax
Road and Bridge Projects	Public Works	\$400,000	Multiple Sources
TOTAL		\$1,498,440	

2025			
<u>Project/Purchase</u>	<u>Department</u>	<u>Cost</u>	<u>Funding Source</u>
North Mankato Boiler Upgrade	Facilities	\$25,000	Reserves
North Mankato Air Handler Upgrade	Facilities	\$75,000	Reserves
Technology Projects	Technologies	\$387,000	Reserves
Lease Staff Vehicles	HHS	\$26,000	Levy/Grant/Reimbursement
Lease/Purchase Vehicles	Sheriff	\$137,440	Levy
New Public Works Facility	Public Works	\$17,000,000	Bonds
Public Works Equipment	Public Works	\$600,000	Levy/Wheelage Tax
Road and Bridge Projects	Public Works	\$5,470,000	Multiple Sources
TOTAL		\$23,720,440	

2026			
<u>Project/Purchase</u>	<u>Department</u>	<u>Cost</u>	<u>Funding Source</u>
HHS St. Peter Parking Lot	Facilities	\$500,000	Reserves
Skid Loader	Facilities	\$50,000	Reserves
Technology Projects	Technologies	\$145,000	Reserves
Lease Staff Vehicles	HHS	\$26,000	Levy/Grant/Reimbursement
Lease/Purchase Vehicles	Sheriff	\$137,440	Levy
Public Works Equipment	Public Works	\$600,000	Levy/Wheelage Tax
Road and Bridge Projects	Public Works	\$4,600,000	Multiple Sources
TOTAL		\$6,058,440	

CAPITAL IMPROVEMENT PLAN REQUEST FORM

DEPARTMENT: Facilities

BUDGET YEAR: 2022

Requested Project/Purchase & Description of Need	Projected Cost (with tax, fees, accessories, trade, etc.)	Funding Source(s) - List All (tax levy, reserves, grant, bonds, State/Federal allocation, donation, forfeit, Recorder, Compliance, 911fees, etc.)
Project/Purchase: Jail Elevator Replacement/Upgrade	\$200,000	Levy
Project/Purchase: Jail Roof Replacement - estimated cost; no quotes to date.	\$250,000	Reserves
Project/Purchase Gov Cent 2000 building roof replacement - Roof will be 24 years old.	\$175,000	Reserves
TOTAL		\$625,000

CAPITAL IMPROVEMENT PLAN REQUEST FORM

DEPARTMENT: Facilities

BUDGET YEAR: 2022

Requested Project/Purchase & Description of Need	Projected Cost (with tax, fees, accessories, trade, etc.)	Funding Source(s) - List All (tax levy, reserves, grant, bonds, State/Federal allocation, donation, forfeit, Recorder, Compliance, 911fees, etc.)
Project/Purchase: Phase II North Mankato Services Building - Complete interior remodel work.	\$1,900,000	Reserves
Project/Purchase:		
Project/Purchase:		
TOTAL	\$1,900,000	

CAPITAL IMPROVEMENT PLAN REQUEST FORM

DEPARTMENT: TECHNOLOGIES

BUDGET YEAR: 2022

Requested Project/Purchase & Description of Need	Projected Cost (with tax, fees, accessories, trade, etc.)	Funding Source(s) - List All (tax levy, reserves, grant, bonds, State/Federal allocation, donation, forfeit, Recorder, Compliance, 911 fees, etc.)
Project/Purchase: SAN replacements (XIO, EMC) – 2021+, End of life on the XIO happens toward the end of 2020 and the EMC will be end of life at the end of the 5 year range. Will need additional hardware to support larger storage needs.	\$150,000	Levy
Project/Purchase: Wireless connectivity infrastructure redesign and hardware upgrades for Enterprise (all buildings). This could be spread across two years.	\$80,000	Levy
Project/Purchase: Upgrade telephone system to support SIP infrastructure. Is the best way to handle the wide variety of how communication is being done and being planned on moving to for County infrastructure. This will need to be spread across at least two years for hardware and software updates to occur.	\$345,000	Reserves
Project/Purchase: Continue to build out Fiber channel storage infrastructure. This also works into planning for DR and can be spread across multiple years.	\$75,000	Levy
TOTAL		\$650,000

CAPITAL IMPROVEMENT PLAN REQUEST FORM

DEPARTMENT: HEALTH & HUMAN SERVICES

BUDGET YEAR: 2022

Requested Project/Purchase & Description of Need	Projected Cost (with tax, fees, accessories, trade, etc.)	Funding Source(s) - List All (tax levy, reserves, grant, bonds, State/Federal allocation, donation, forfeit, Recorder, Compliance, 911fees, etc.)
Project/Purchase: Lease 6 Staff Vehicles	\$26,000	Levy \$14,800; Grant \$8,000 Social Services Reimbursement: \$3,200
TOTAL	\$26,000	

CAPITAL IMPROVEMENT PLAN REQUEST FORM

DEPARTMENT: VETERANS SERVICES

BUDGET YEAR: 2022

Requested Project/Purchase & Description of Need	Projected Cost (with tax, fees, accessories, trade, etc.)	Funding Source(s) - List All (tax levy, reserves, grant, bonds, State/Federal allocation, donation, forfeit, Recorder, Compliance, 911 fees, etc.)
Project/Purchase: A van is needed to transport Veterans to medical appointments. The current van was purchased in 2016.	\$40,000	Restricted Reserves - Fully-funded by donations in VSO Van Program fund
Project/Purchase:		
Project/Purchase:		
Project/Purchase:		
TOTAL	\$40,000	

CAPITAL IMPROVEMENT PLAN REQUEST FORM

DEPARTMENT: Sheriff

BUDGET YEAR: 2022

Requested Project/Purchase & Description of Need	Projected Cost (with tax, fees, accessories, trade, etc.)	Funding Source(s) - List All (tax levy, reserves, grant, bonds, State/Federal allocation, donation, forfeit, Recorder, Compliance, 911fees, etc.)
Project/Purchase: Squad Lease x 16	\$137,440	Levy
Project/Purchase: Jail Intercom System	\$75,000	Levy
	\$212,440	

CAPITAL IMPROVEMENT PLAN REQUEST FORM

DEPARTMENT: Public Works

BUDGET YEAR: 2022

Requested Project/Purchase & Description of Need	Projected Cost (with tax, fees, accessories, trade, etc.)	Funding Source(s) - List All (tax levy, reserves, grant, bonds, State/Federal allocation, donation, forfeit, Recorder, Compliance, 911fees, etc.)
Project/Purchase: 2022 equipment - see the attached equipment replacement schedule for Public Works.	\$585,000	Tax Levy, Wheelage Tax
Project/Purchase: 2022 road and bridge projects - see the attached Public Works 5-year construction plan.	\$21,999,000	Sales Tax, Wheelage Tax, Tax Levy, Reserves, State/Fed. Funds
Project/Purchase: 2022 Public Works Central Facility Space & Location Study: The central public works facility in St. Peter is aging, was not built to house modern sized equipment and the acreage of land is not adequate to store all the materials and supplies needed by Public Works. A Public Works facility space study should be done in 2022 to determine what size facility is needed, how many acres it should be located on, where it should be located and should the County continue to keep satellite shops.	\$50,000	Reserves
	Note: The County's bond payment levy decreases by approx. \$900,000 in 2025 allowing for new debt to be issued in 2025 for a Public Works Facility.	
TOTAL	\$22,634,000	

CAPITAL IMPROVEMENT PLAN REQUEST FORM

DEPARTMENT: Facilities

BUDGET YEAR: 2023

Requested Project/Purchase & Description of Need	Projected Cost (with tax, fees, accessories, trade, etc.)	Funding Source(s) - List All (tax levy, reserves, grant, bonds, State/Federal allocation, donation, forfeit, Recorder, Compliance, 911fees, etc.)
Project/Purchase: Remodel of the Property & Public Services Department - In order to create a more efficient work space and customer friendly service area redesign and remodeling of this space is needed.	\$800,000	Reserves
Project/Purchase: Carpet - office carpet in the Government Center/Courthouse will be 22 years old.	\$100,000	Reserves
Project/Purchase:		
TOTAL		\$900,000

CAPITAL IMPROVEMENT PLAN REQUEST FORM

DEPARTMENT: TECHNOLOGIES

BUDGET YEAR: 2023

Requested Project/Purchase & Description of Need	Projected Cost (with tax, fees, accessories, trade, etc.)	Funding Source(s) - List All (tax levy, reserves, grant, bonds, State/Federal allocation, donation, forfeit, Recorder, Compliance, 911fees, etc.)
Project/Purchase: SAN replacements (Compar XIO(2)) – 2023+, End of life on the XIO(2) happens toward the end of 2022 and the EMC will be end of life at the end of the 5 year range. Will need additional hardware to support larger storage needs.	\$80,000	Reserves
Project/Purchase: Upgrade / replace EOL Vshpere hardware to support additional storage needs.	\$85,000	Reserves
Project/Purchase: Replace analog camera in Gov Center with digital IP	\$56,000	Reserves
TOTAL		\$221,000

CAPITAL IMPROVEMENT PLAN REQUEST FORM

DEPARTMENT: HEALTH & HUMAN SERVICES

BUDGET YEAR: 2023

Requested Project/Purchase & Description of Need	Projected Cost (with tax, fees, accessories, trade, etc.)	Funding Source(s) - List All (tax levy, reserves, grant, bonds, State/Federal allocation, donation, forfeit, Recorder, Compliance, 911 fees, etc.)
Project/Purchase: Lease 6 Staff Vehicles	\$26,000	Levy \$14,800; Grant \$8,000 Social Services Reimbursement: \$3,200
Project/Purchase:		
Project/Purchase:		
TOTAL	\$26,000	

CAPITAL IMPROVEMENT PLAN REQUEST FORM

DEPARTMENT: Sheriff

BUDGET YEAR: 2023

Requested Project/Purchase & Description of Need	Projected Cost (with tax, fees, accessories, trade, etc.)	Funding Source(s) - List All (tax levy, reserves, grant, bonds, State/Federal allocation, donation, forfeit, Recorder, Compliance, 911fees, etc.)
Project/Purchase: Squad Lease x 16	\$137,440	Levy
Project/Purchase:		
Project/Purchase:		
TOTAL	\$137,440	

CAPITAL IMPROVEMENT PLAN REQUEST FORM

DEPARTMENT: Public Works

BUDGET YEAR: 2023

Requested Project/Purchase & Description of Need	Projected Cost (with tax, fees, accessories, trade, etc.)	Funding Source(s) - List All (tax levy, reserves, grant, bonds, State/Federal allocation, donation, forfeit, Recorder, Compliance, 911fees, etc.)
Project/Purchase: 2023 equipment - see the attached equipment replacement schedule for Public Works.	\$600,000	Tax Levy, Wheelage Tax
Project/Purchase: 2023 road and bridge projects - see the attached Public Works 5-year construction plan.	\$11,000,000	Sales Tax, Wheelage Tax, Tax Levy, Reserves, State/Fed. Funds
Project/Purchase:		
TOTAL	\$11,600,000	

CAPITAL IMPROVEMENT PLAN REQUEST FORM

DEPARTMENT: Facilities

BUDGET YEAR: 2024

Requested Project/Purchase & Description of Need	Projected Cost (with tax, fees, accessories, trade, etc.)	Funding Source(s) - List All (tax levy, reserves, grant, bonds, State/Federal allocation, donation, forfeit, Recorder, Compliance, 911fees, etc.)
Project/Purchase: Replace rooftop units/air handlers 1 and 3 on the courthouse roof and penthouse	\$130,000	Reserves
Project/Purchase: upgrade Jail Air handlers	\$80,000	Reserves
Project/Purchase:		
TOTAL	\$210,000	

CAPITAL IMPROVEMENT PLAN REQUEST FORM

DEPARTMENT: TECHNOLOGIES

BUDGET YEAR: 2024

Requested Project/Purchase & Description of Need	Projected Cost (with tax, fees, accessories, trade, etc.)	Funding Source(s) - List All (tax levy, reserves, grant, bonds, State/Federal allocation, donation, forfeit, Recorder, Compliance, 911fees, etc.)
Project/Purchase: Update add Access Points for wireless access 25 @ 1600.00	\$65,000	Reserves
Project/Purchase: UPS battey replace/update	\$22,000	Reserves
Project/Purchase:		
TOTAL	\$87,000	

CAPITAL IMPROVEMENT PLAN REQUEST FORM

DEPARTMENT: HEALTH & HUMAN SERVICES

BUDGET YEAR: 2024

Requested Project/Purchase & Description of Need	Projected Cost (with tax, fees, accessories, trade, etc.)	Funding Source(s) - List All (tax levy, reserves, grant, bonds, State/Federal allocation, donation, forfeit, Recorder, Compliance, 911fees, etc.)
Project/Purchase: Lease 6 Staff Vehicles	\$26,000	Levy \$14,800; Grant \$8,000 Social Services Reimbursement: \$3,200
Project/Purchase:		
Project/Purchase:		
TOTAL	\$26,000	

CAPITAL IMPROVEMENT PLAN REQUEST FORM

DEPARTMENT: Sheriff

BUDGET YEAR: 2024

Requested Project/Purchase & Description of Need	Projected Cost (with tax, fees, accessories, trade, etc.)	Funding Source(s) - List All (tax levy, reserves, grant, bonds, State/Federal allocation, donation, forfeit, Recorder, Compliance, 911fees, etc.)
Project/Purchase: Squad Lease x 16	\$137,440	Levy
Project/Purchase: New squad	\$38,000	Levy
Project/Purchase:		
TOTAL	\$175,440	

CAPITAL IMPROVEMENT PLAN REQUEST FORM

DEPARTMENT: Public Works

BUDGET YEAR: 2024

Requested Project/Purchase & Description of Need	Projected Cost (with tax, fees, accessories, trade, etc.)	Funding Source(s) - List All (tax levy, reserves, grant, bonds, State/Federal allocation, donation, forfeit, Recorder, Compliance, 911fees, etc.)
Project/Purchase: 2024 equipment - see the attached equipment replacement schedule for Public Works.	\$600,000	Tax Levy, Wheelage Tax
Project/Purchase: 2024 road and bridge projects - see the attached Public Works 5-year construction plan.	\$400,000	Sales Tax, Wheelage Tax, Tax Levy, Reserves, State/Fed. Funds
TOTAL	\$1,000,000	

CAPITAL IMPROVEMENT PLAN REQUEST FORM

DEPARTMENT: Facilities

BUDGET YEAR: 2025

Requested Project/Purchase & Description of Need	Projected Cost (with tax, fees, accessories, trade, etc.)	Funding Source(s) - List All (tax levy, reserves, grant, bonds, State/Federal allocation, donation, forfeit, Recorder, Compliance, 911fees, etc.)
Project/Purchase: North Mankato Boiler Upgrade (replace burners, or entire system)	\$25,000	Reserves
Project/Purchase: North Mankato Air Handler Upgrade	\$75,000	Reserves
Project/Purchase:		
TOTAL	\$100,000	

CAPITAL IMPROVEMENT PLAN REQUEST FORM

DEPARTMENT: TECHNOLOGIES

BUDGET YEAR: 2025

Requested Project/Purchase & Description of Need	Projected Cost (with tax, fees, accessories, trade, etc.)	Funding Source(s) - List All (tax levy, reserves, grant, bonds, State/Federal allocation, donation, forfeit, Recorder, Compliance, 911fees, etc.)
Project/Purchase: Move to 10Gb Core Switching for vMotion, Backups and other primary server/web needs	\$162,000	Reserves
Project/Purchase: Edge Network Segmentation. DR planning, better security and much better ability to handle mobile and changing needs of County.	\$225,000	Reserves
Project/Purchase:		
TOTAL	\$387,000	

CAPITAL IMPROVEMENT PLAN REQUEST FORM

DEPARTMENT: HEALTH & HUMAN SERVICES

BUDGET YEAR: 2025

Requested Project/Purchase & Description of Need	Projected Cost (with tax, fees, accessories, trade, etc.)	Funding Source(s) - List All (tax levy, reserves, grant, bonds, State/Federal allocation, donation, forfeit, Recorder, Compliance, 911fees, etc.)
Project/Purchase: Lease 6 Staff Vehicles	\$26,000	Levy \$14,800; Grant \$8,000 Social Services Reimbursement: \$3,200
Project/Purchase:		
Project/Purchase:		
TOTAL	\$26,000	

CAPITAL IMPROVEMENT PLAN REQUEST FORM

DEPARTMENT: Sheriff

BUDGET YEAR: 2025

Requested Project/Purchase & Description of Need	Projected Cost (with tax, fees, accessories, trade, etc.)	Funding Source(s) - List All (tax levy, reserves, grant, bonds, State/Federal allocation, donation, forfeit, Recorder, Compliance, 911fees, etc.)
Project/Purchase: Squad Lease x 16	\$137,440	Levy
Project/Purchase:		
Project/Purchase:		
TOTAL	\$137,440	

CAPITAL IMPROVEMENT PLAN REQUEST FORM

DEPARTMENT: Public Works

BUDGET YEAR: 2025

Requested Project/Purchase & Description of Need	Projected Cost (with tax, fees, accessories, trade, etc.)	Funding Source(s) - List All (tax levy, reserves, grant, bonds, State/Federal allocation, donation, forfeit, Recorder, Compliance, 911fees, etc.)
Project/Purchase: 2025 equipment - see the attached equipment replacement schedule for Public Works.	\$600,000	Tax Levy, Wheelage Tax
Project/Purchase: 2025 road and bridge projects - see the attached Public Works 5-year construction plan.	\$5,470,000	Sales Tax, Wheelage Tax, Tax Levy, Reserves, State/Fed. Funds
Project/Purchase: New Public Works Facility - The central public works facility in St. Peter is aging, was not built to house modern sized equipment and the acreage of land is not adequate to store all the materials and supplies needed by Public Works. A Public Works facility space study will be done in 2022 to determine what size facility is needed, how many acres it should be located on, where it should be located and should the County continue to keep satellite shops.	\$17,000,000	Bonds
	Note: The County's bond payment levy decreases by approx. \$900,000 in 2025 allowing for new debt to be issued in 2025 for a Public Works Facility.	
TOTAL	\$23,070,000	

CAPITAL IMPROVEMENT PLAN REQUEST FORM

DEPARTMENT: Facilities

BUDGET YEAR: 2026

Requested Project/Purchase & Description of Need	Projected Cost (with tax, fees, accessories, trade, etc.)	Funding Source(s) - List All (tax levy, reserves, grant, bonds, State/Federal allocation, donation, forfeit, Recorder, Compliance, 911fees, etc.)
Project/Purchase: HHS St. Peter Parking Lot	\$500,000	Reserves
Project/Purchase: Skid Loader	\$50,000	Reserves
Project/Purchase:		
TOTAL	\$550,000	

CAPITAL IMPROVEMENT PLAN REQUEST FORM

DEPARTMENT: TECHNOLOGIES

BUDGET YEAR: 2026

Requested Project/Purchase & Description of Need	Projected Cost (with tax, fees, accessories, trade, etc.)	Funding Source(s) - List All (tax levy, reserves, grant, bonds, State/Federal allocation, donation, forfeit, Recorder, Compliance, 911fees, etc.)
Project/Purchase: Data Center Enterprise Core Switch. Current enviroment with be EOL - 2025 4(X) 25-27K each	\$108,000	Reserves
Project/Purchase: Sheriff Office UPS head and battery pack replace/upgrade Public Works UPS head and battery pack replace	\$37,000	Reserves
Project/Purchase:		
TOTAL		\$145,000

CAPITAL IMPROVEMENT PLAN REQUEST FORM

DEPARTMENT: HEALTH & HUMAN SERVICES

BUDGET YEAR: 2026

Requested Project/Purchase & Description of Need	Projected Cost (with tax, fees, accessories, trade, etc.)	Funding Source(s) - List All (tax levy, reserves, grant, bonds, State/Federal allocation, donation, forfeit, Recorder, Compliance, 911fees, etc.)
Project/Purchase: Lease 6 Staff Vehicles	\$26,000	Levy \$14,800; Grant \$8,000 Social Services Reimbursement: \$3,200
Project/Purchase:		
Project/Purchase:		
TOTAL	\$26,000	

CAPITAL IMPROVEMENT PLAN REQUEST FORM

DEPARTMENT: Sheriff

BUDGET YEAR: 2026

Requested Project/Purchase & Description of Need	Projected Cost (with tax, fees, accessories, trade, etc.)	Funding Source(s) - List All (tax levy, reserves, grant, bonds, State/Federal allocation, donation, forfeit, Recorder, Compliance, 911fees, etc.)
Project/Purchase: Squad lease x 16	\$137,440	Levy
Project/Purchase:		
Project/Purchase:		
TOTAL		\$137,440

CAPITAL IMPROVEMENT PLAN REQUEST FORM

DEPARTMENT: Public Works

BUDGET YEAR: 2026

Requested Project/Purchase & Description of Need	Projected Cost (with tax, fees, accessories, trade, etc.)	Funding Source(s) - List All (tax levy, reserves, grant, bonds, State/Federal allocation, donation, forfeit, Recorder, Compliance, 911fees, etc.)
Project/Purchase: 2026 equipment - see the attached equipment replacement schedule for Public Works.	\$600,000	Tax Levy, Wheelage Tax
Project/Purchase: 2026 road and bridge projects - see the attached Public Works 5-year construction plan.	\$4,600,000	Sales Tax, Wheelage Tax, Tax Levy, Reserves, State/Fed. Funds
Project/Purchase:		
TOTAL		\$5,200,000

2022- 2026 Nicollet County Road and Bridge Capital Improvement Plan

Revised 11/17/2021

2022 CONSTRUCTION PLAN																				
ROAD	LOCATION & DESCRIPTION									FUNDING SOURCES										
					CURRENT ADT 2019	LAST YEAR GRADED	LAST YEAR SURFACED	State Aid Regular Account	State Aid Municipal Account	Local Funds	Eng	ROW	Utility	Federal STIP Funds	Town Bridge Account	State Bond- Bridge/LRIP	Taxes - Gravel	Taxes - Wheelage	Sales Tax	TOTAL
CSAH 15 (TH 111 to CR 51) 11.05 Miles Phase #1 Reconstruction Surfacing in 2022 SAP 052-615-025					720	1958	2002	\$2,000,000		\$690,000	\$638,000	\$700,000	\$136,000			\$1,250,000		\$2,000,000	\$5,060,000	\$12,474,000
CSAH 23 (3.1 miles South of TH 14) Line 60" Centerline Pipe and Ravine Stabilization					1250	1964	2014	\$1,800,000												\$1,800,000
CSAH 21 (CSAH 14 to 1,200ft East) 0.25 Miles FHWA ER Sheet Pile Wall/Slope Stabilization SP 052-621-031					960	1976	2010							\$7,000,000						\$7,000,000
Belgrade Twsp Kern Bridge Replacement Built 1990 Replace Failing Culverts 90" & 66" with 8 X 10 Box					20	1990	N/A								\$500,000					\$500,000
Belgrade Twsp Bridge L7156 Replacement Built 1938 Construct 12 x 12 Concrete Box Culvert					20	N/A	N/A								\$225,000					\$225,000
Red	Engineer's Estimate																			
Green	Contract Price																			
Blue	Project Final Cost																			
Orange	Federal Aid Project																			
Yellow	Federal Aid Applied For																			
	FUNDING SUMMARY							\$3,800,000	\$0	\$690,000	\$638,000	\$700,000	\$136,000	\$7,000,000	\$725,000	\$1,250,000	\$0	\$2,000,000	\$5,060,000	\$21,999,000

2023 CONSTRUCTION PLAN

[illegible]

2022- 2026 Nicollet County Road and Bridge Capital Improvement Plan

Revised 11/17/2021

2024 CONSTRUCTION PLAN																					
ROAD	LOCATION & DESCRIPTION								FUNDING SOURCES												
					CURRENT ADT 2019	LAST YEAR GRADED	LAST YEAR SURFACED	State Aid Regular Account	State Aid Municipal Account	Local Funds	Eng	ROW	Utility	Federal STIP Funds	Town Bridge Account	State Bond- Bridge/LRIP	Taxes - Gravel	Taxes - Wheelage	Sales Tax	TOTAL	
CSAH 33 (Old TH 14 to TH 99) 0.5 Miles					700	1975	2005		\$250,000												\$250,000
Mill & 3" Overlay & ADT																					
CSAH 43 (TH 111 to CSAH 33) 0.28 Miles					250	1997	1997		\$150,000												\$150,000
Mill & 3" Overlay & ADT																					
																				</	

Revised 11/17/2021

RED - Engineer's Estimate
Green - Contract Cost
Orange - Federal Aid Projects
Yellow - Federal Aid Applied For

[illegible]

Estimated Equipment Investment Costs																	
Nicollet County Public Works (last updated 06/30/21)																	
INVESTMENT TYPE / EQUIPMENT DESCRIPTION	UNIT #	NEW ROADS EQUIPMENT CLASS	DEPREC LIFE	ORIGINAL COST	RENTAL RATE	CURRENT ENGINE HR METER READING	CURRENT MILEAGE METER READING	ESTIMATED REPLACEMENT COSTS	ESTIMATED TITLE & REG COSTS	LESS SALE/ TRADE IN OLD EQUIP	NET ESTIMATED REPLACEMENT COST	ESTIMATED LIFE YEARS	TOTAL # OF UNITS	TURNOVER RATE	# OF UNITS	TOTAL DOLLARS	TOTAL DOLLARS PER YEAR
								PER UNIT			PER 30 YEAR CYCLE						
Motor Graders w/Snow Equipment								\$ 345,000.00	\$ -	\$ 127,500.00	\$ 217,500.00	15	3	2.00	6.00	\$ 1,305,000.00	\$ 43,500.00
2012 CAT 140M2 MOTOR GRADER	12-03	GRADER	12	\$ 187,422.90	\$ 100.00	3,561	33,463										
2016 CAT MOTOR GRADER 140M3	16-02	GRADER	12	\$ 215,270.00	\$ 100.00	2,255	26,164										
2018 CAT 140M3 MOTOR GRADER	18-09	GRADER	12	\$ 254,765.00	\$ 100.00	1,391	12,181										
Chip Spreader (Split w/N Kato)								\$ 127,500.00	\$ -	\$ 10,000.00	\$ 117,500.00	20	1	1.50	1.50	\$ 176,250.00	\$ 5,875.00
2013 ETHYRE CHIP SPREADER	13-07	MAJOR	10	\$ 131,134.84	\$ 110.00	612	405,932										
Plow Trucks w/Snow Equip								\$ 264,000.00	\$ 8,712.00	\$ 40,000.00	\$ 232,712.00	11	11	2.73	30.00	\$ 6,981,360.00	\$ 232,712.00
2010 MACK TANDEM TRUCK	10-01	TANDEM	8	\$ 190,636.71	\$ 100.00	7,251	237,928										
2010 MACK TANDEM TRUCK	10-02	TANDEM	8	\$ 187,827.15	\$ 100.00	7,122	202,895										
2012 MACK TANDEM TRUCK	12-01	TANDEM	8	\$ 209,441.16	\$ 100.00	3,969	100,971										
2013 MACK TANDEM TRUCK	13-01	TANDEM	8	\$ 199,873.76	\$ 100.00	4,673	123,435										
2014 MACK TANDEM TRUCK	13-04	TANDEM	8	\$ 210,276.44	\$ 100.00	3,919	109,643										
2015 MACK TANDEM TRUCK	15-01	TANDEM	8	\$ 207,083.56	\$ 100.00	4,895	149,818										
2016 MACK TANDEM TRUCK	16-01	TANDEM	8	\$ 226,388.23	\$ 100.00	2,752	66,800										
2017 MACK TANDEM TRUCK	17-01	TANDEM	8	\$ 236,748.63	\$ 100.00	2,184	56,542										
2019 MACK TANDEM TRUCK	19-01	TANDEM	8	\$ 223,684.86	\$ 100.00	918	22,877										
2020 MACK TANDEM TRUCK	20-01	TANDEM	8	\$ 223,684.86	\$ 100.00	1,417	40,583										
2021 MACK TANDEM TRUCK	21-01	TANDEM	8	\$ 252,340.80	\$ 100.00	293	5,821										
Low Boy Truck								\$ 120,000.00	\$ 3,960.00	\$ 10,000.00	\$ 113,960.00	15	1	2.00	2.00	\$ 227,920.00	\$ 7,597.33
2007 KENWORTH SEMI TRUCK	14-04	TANDEM	5	\$ 64,216.68	\$ 100.00	17,481	630,069										
Pickups								\$ 42,000.00	\$ 2,772.00	\$ 4,000.00	\$ 40,772.00	13	13	2.31	30.00	\$ 1,223,160.00	\$ 40,772.00
1985 CHEV 4X4 5-10 PICKUP	03-02	PICKUP	10	\$ -	\$ 10.00	-	11,956										
2006 FORD F150 SUPERCAB PICKUP	06-01	PICKUP	5	\$ 21,209.48	\$ 10.00	-	132,292										
2011 GMC SIERRA 1500 PICKUP	11-01	PICKUP	5	\$ 26,950.45	\$ 10.00	2,269	139,571										
2013 GMC SIERRA SLE PICKUP	13-03	PICKUP	5	\$ 29,940.69	\$ 10.00	-	99,797										
2017 GMC SIERRA 150 CREW PICKUP	17-02	PICKUP-RATE	5	\$ 39,067.81	\$ 0.56	2,266	43,555										
2017 GMC SIERRA SLE PICKUP	17-03	PICKUP	5	\$ 37,310.26	\$ 10.00	3,593	75,426										
2014 GMC SIERRA 150 PICKUP	14-01	PICKUP-RATE	5	\$ 36,475.68	\$ 0.56	1,911	73,200										
2016 GMC SIERRA CREW 3/4 TON	16-04	PICKUP	5	\$ 35,379.71	\$ 10.00	2,979	93,330										
2018 GMC SIERRA CREW CAB	18-05	PICKUP	5	\$ 37,677.66	\$ 10.00	939	38,293										
2021 GMC CREW CAB	21-02	PICKUP-RATE	5	\$ 52,873.92	\$ 0.56	158	6,286										
2021 CHEVY CREW CAB	21-03	PICKUP	5	\$ 33,370.57	\$ 10.00	198	5,236										
2021 CHEVY CREW CAB	21-04	PICKUP	5	\$ 33,370.57	\$ 10.00	278	5,092										
2021 CHEVY SILVERADO CREW CAB	21-05	PICKUP	5	\$ -	\$ 10.00	556	14,069										
Skid Loader								\$ 70,000.00	\$ -	\$ 10,000.00	\$ 60,000.00	10	1	3.00	3.00	\$ 180,000.00	\$ 6,000.00
2013 CAT SKID STEER LOADER	13-06	LOADER-1	10	\$ 58,944.68	\$ 80.00	836	-										
Loaders								\$ 185,000.00	\$ -	\$ 40,000.00	\$ 145,000.00	15	3	2.00	6.00	\$ 870,000.00	\$ 29,000.00
2013 CAT 950K LOADER	13-05	LOADER-2	10	\$ 195,111.00	\$ 110.00	1,321	3,242										
2012 CAT 938H WHEEL LOADER	12-02	LOADER-2	10	\$ 118,508.59	\$ 110.00	2,144	7,667										
2019 CAT 930M WHEEL LOADER	19-05	LOADER-2	10	\$ 144,470.00	\$ 110.00	401	988										
Mowers-Tractor Mounted								\$ 8,000.00	\$ -	\$ -	\$ 8,000.00	5	7	6.00	42.00	\$ 336,000.00	\$ 11,200.00
2012 VICON MOWER	12-05	MOWER	5	\$ 5,703.70	\$ 10.00	no meter	no meter										
2012 VICON MOWER	12-06	MOWER	5	\$ 5,796.78	\$ 10.00	no meter	no meter										
2011 VICON MOWER	11-03	MOWER	5	\$ 6,424.64	\$ 10.00	no meter	no meter										
2011 VICON MOWER	11-04	MOWER	5	\$ 6,424.64	\$ 10.00	no meter	no meter										
2018 VICON MOWER	18-10	MOWER	5	\$ 8,975.00	\$ 10.00	no meter	no meter										
2018 VICON MOWER	18-11	MOWER	5	\$ 8,975.00	\$ 10.00	no meter	no meter										
2019 VICON MOWER	19-04	MOWER	5	\$ 9,500.00	\$ 10.00	no meter	no meter										
Tractors								\$ 125,000.00	\$ -	\$ 8,000.00	\$ 117,000.00	20	7	1.50	10.50	\$ 1,228,500.00	\$ 40,950.00
1987 FORD 3910 UTILITY TRACTOR	87-05	TRACTOR	7	\$ 16,626.71	\$ 30.00	4,705	-										
1999 JD 5410	99-04	TRACTOR	7	\$ 21,359.73	\$ 30.00	3,157	-										
2004 JD 5320	04-02	TRACTOR	7	\$ 40,202.57	\$ 30.00	3,393	-										
2004 JD 5320	04-03	TRACTOR	7	\$ 40,761.32	\$ 30.00	2,696	-										
2006 JD 5425	06-02	TRACTOR	7	\$ 36,194.64	\$ 30.00	2,660	-										
2014 JD 6140D	14-06	TRACTOR	7	\$ 40,250.00	\$ 30.00	759	-										
2020 JD 5100M	20-02	TRACTOR	7	\$ 119,177.41	\$ 30.00	444	-										
Dozer D6								\$ 200,000.00	\$ -	\$ 35,000.00	\$ 165,000.00	15	1	2.00	2.00	\$ 330,000.00	\$ 11,000.00
2015 CAT TRACT DOZER	15-03	MAJOR	7	\$ 147,177.50	\$ 200.00	546	876										
Distributor (Split w/N Kato)								\$ 90,000.00	\$ 5,940.00	\$ 10,000.00	\$ 85,940.00	20	2	1.50	3.00	\$ 257,820.00	\$ 8,594.00
1986 ETTYRE BIT.DIST./FORD TRK	86-01	MAJOR	10	\$ 50,082.75	\$ 30.00	4,131	43,049										
2016 KENWORTH DISTRIBUTOR	16-03	MAJOR	10	\$ 94,365.23	\$ 100.00	421	3,863										
Survey Truck w/utility Box								\$ 45,000.00	\$ 1,485.00	\$ 7,000.00	\$ 39,485.00	10	1	3.00	3.00	\$ 118,455.00	\$ 3,948.50
2011 GMC SIERRA 2500 SURVEY PU	11-02	MAJOR	5	\$ 43,675.05	\$ 45.00	5,457	90,026										
Backhoe-Loader								\$ 80,000.00	\$ -	\$ 20,000.00	\$ 60,000.00	15	1	2.00	2.00	\$ 120,000.00	\$ 4,000.00
2008 CAT BACKHOE/LOADER	08-01	MAJOR	10	\$ 72,549.93	\$ 85.00	1,098	-										
Skid-Loader-Park								\$ 73,500.00	\$ -	\$ 18,500.00	\$ 55,000.00	15	1	2.00	2.00	\$	

APPENDIX D:

Nicollet County, Minnesota
General Obligation Bonds
Net CIP & Road Reconstruction Levy Calculation

NET TAX LEVY SCHEDULE

Payment Date	Tax Levy Supported Debt				Net D/S	Required Levy	Certified 105% Levy	Levy/Collect
	2013A D/S CIP	2020A D/S CIP	2018B D/S CIP	2018C D/S Road Ref Portion				
02/01/2021	1,146,162.50	-	372,250.00	603,400.00	2,121,812.50	2,121,812.50	2,227,903.13	2019/2020
02/01/2022	1,145,412.50	-	362,950.00	607,800.00	2,116,162.50	2,116,162.50	2,221,970.63	2020/2021
02/01/2023	-	1,049,955.00	353,650.00	611,200.00	2,014,805.00	2,014,805.00	2,115,545.25	2021/2022
02/01/2024	-	1,046,455.00	349,350.00	613,600.00	2,009,405.00	2,009,405.00	2,109,875.25	2022/2023
02/01/2025	-	1,047,455.00	854,900.00	-	1,902,355.00	1,902,355.00	1,997,472.75	2023/2024
02/01/2026	-	1,047,430.00	-	-	1,047,430.00	1,047,430.00	1,099,801.50	2024/2025
02/01/2027	-	1,050,360.00	-	-	1,050,360.00	1,050,360.00	1,102,878.00	2025/2026
02/01/2028	-	1,046,690.00	-	-	1,046,690.00	1,046,690.00	1,099,024.50	2026/2027
02/01/2029	-	1,051,440.00	-	-	1,051,440.00	1,051,440.00	1,104,012.00	2027/2028
Total	\$2,291,575.00	\$7,339,785.00	\$2,293,100.00	\$2,436,000.00	\$14,360,460.00	\$14,360,460.00	\$15,078,483.00	

Nicollet County Unrestricted Fund Balance Summary - YE 2020

<u>Year End</u>	<u>General Fund</u>	<u>Road & Bridge*</u>	<u>HHS</u>	<u>County Total</u>
2019	\$11,874,311	\$6,818,648	\$7,559,731	\$26,252,690
2020	<u>\$14,459,660</u>	<u>\$8,779,215</u>	<u>\$8,266,913</u>	<u>\$31,505,788</u>
Change	\$2,585,349	\$1,960,567	\$707,182	\$5,253,098

2020 Budgeted Use of Fund Balance	\$1,812,000	**
2020 Unbudgeted Use of Fund Balance	N/A	

Fund Balance as a % of 2021 Revenues	66%	83%	60%	68%
Fund Balance Month's of 2021 Expenses	7.9	10.0	7.2	8.2

10% of 2021 Budgeted Revenue =	\$4,629,513
1 Month of 2021 Budgeted Expenses =	\$3,857,927

<u>State Auditor Recommended Fund Balance:</u>	
% of Revenues	35 - 50%
Month's of Expenditures	No less than 5

* Includes committed funds; excludes wheelage tax and sales tax funds (see below).

** Primarily NM HHS exterior remodel, snow blower, facility improvements, and technology items

Year End 2020 Sales Tax Fund Balance	\$4,281,031
Year End 2020 Wheelage Tax Fund Bal.	<u>\$1,371,591</u>
Total	<u>\$5,652,622</u>

Recent +/- Fund Balance Changes	
2018	\$2,002,551
2019	-\$226,122
2020	<u>\$5,253,098</u>
AVERAGE	<u>\$2,343,176</u>

Appendix F

20 Year Road Improvement Projects List – 2018 thru 2037

Adopted July 25th, 2017

Road	Project Limits	Work Description	Length	Estimated Cost
CSAH 1	CSAH 16 to CSAH 38	Pavement Rehabilitation	7.5 Miles	\$1,687,500.00
CSAH 1	CSAH 38 to TH 22	Reconstruction	11 Miles	\$17,270,000.00
CSAH 3	CSAH 5 to TH 22	Pavement Rehabilitation	5 Miles	\$1,125,000.00
CSAH 3	TH 22 to Nicollet County Line	Reconstruction	3.5 Miles	\$5,495,000.00
CSAH 5	TH 15 to CSAH 12	Pavement Rehabilitation	3.6 Miles	\$1,800,000.00
CSAH 5	TH 4 to West Saint George	Pavement Rehabilitation	11.4 Miles	\$5,700,000.00
CSAH 5	West Saint George to TH 15	Pavement Rehabilitation / Reconstruction	6 Miles	\$4,710,000.00
CSAH 5	CSAH 12 to CSAH 40	Pavement Rehabilitation	17.6 Miles	\$8,800,000.00
CSAH 10	CSAH 1 to North County Line	Reconstruction	1.0 Mile	\$1,570,000.00
CSAH 10	CSAH 15 to CSAH 1	Reconstruction	3.5 Miles	\$5,495,000.00
CSAH 10	CSAH 5 to CSAH 15	Pavement Rehabilitation	2.7 Miles	\$607,500.00
CSAH 12	TH 14 to CSAH 5	Reconstruction	6.4 Miles	\$10,048,000.00
CSAH 13	506th Street to TH 99	Pavement Rehabilitation	5.3 Miles	\$4,000,000.00
CSAH 14	South County Line to CSAH 5	Reconstruction	1.7 Miles	\$2,669,000.00
CSAH 15	TH 111 to CSAH 51	Reconstruction	11.05 Miles	\$17,348,500.00
CSAH 15	TH 15 to CSAH 10	Pavement Rehabilitation	5.1 Miles	\$1,147,500.00
CSAH 16	CSAH 5 to North County Line	Reconstruction	4.6 Miles	\$7,222,000.00
CSAH 17	TH 14 to TH 99	Pavement Rehabilitation	4.8 Miles	\$1,080,000.00
CSAH 20	CSAH 5 to TH 22	Pavement Rehabilitation	1.53 Miles	\$344,250.00
CSAH 20	TH 22 to Nicollet County Line	Pavement Rehabilitation	8.4 Miles	\$1,890,000.00
CSAH 21	TH 14 to CSAH 12	Pavement Rehabilitation	4.7 Miles	\$1,057,500.00
CSAH 21	West County Line to CSAH 14	Pavement Rehabilitation	15 Miles	\$3,375,000.00
CSAH 22	CSAH 5 to North County Line	Pavement Rehabilitation	3.5 Miles	\$787,500.00
CSAH 27	CSAH 5 to North County Line	Pavement Rehabilitation	1.1 Miles	\$247,500.00
CSAH 30	CSAH 21 to North County Line	Reconstruction	1.2 Miles	\$960,000.00
CSAH 32	CSAH 1 to North County Line	Reconstruction	1.29 Miles	\$2,025,300.00
CSAH 33	CSAH 42 to TH 99	Pavement Rehabilitation	0.5 Miles	\$112,500.00
CSAH 37	South County Line to TH 14	Pavement Rehabilitation	0.6 Miles	\$135,000.00
CSAH 38	TH 14 to TH 14	Pavement Rehabilitation	1.9 Miles	\$427,500.00
CSAH 40	TH 99 to CSAH 15	Pavement Rehabilitation	2.4 Miles	\$540,000.00
CSAH 41	CSAH 23 to Roundabout	Pavement Rehabilitation	7.5 Miles	\$1,687,500.00
CSAH 42	TH 99 to TH 14	Reconstruction	1.3 Miles	\$2,041,000.00
CSAH 43	TH 111 to CSAH 33	Pavement Rehabilitation	0.28 Miles	\$63,000.00
CR 74	Traverse Road to Washington Ave.	Pavement Rehabilitation	0.6 Miles	\$200,000.00
Total 20 Year Road Improvement Projects Estimated Cost:				\$113,668,550.00
Annual Rural Transit Program (Joint effort with area Counties; Annual Local Share @ \$100,000/year:				\$2,000,000.00
Grand Total:				\$115,668,550.00

Public Works Department
1700 Sunrise Drive, St. Peter, MN 56082
Telephone 507-931-1760
seth.greenwood@co.nicollet.mn.us

20 Year Road Improvement Projects List - 2018 thru 2037

Adopted July 25th, 2017

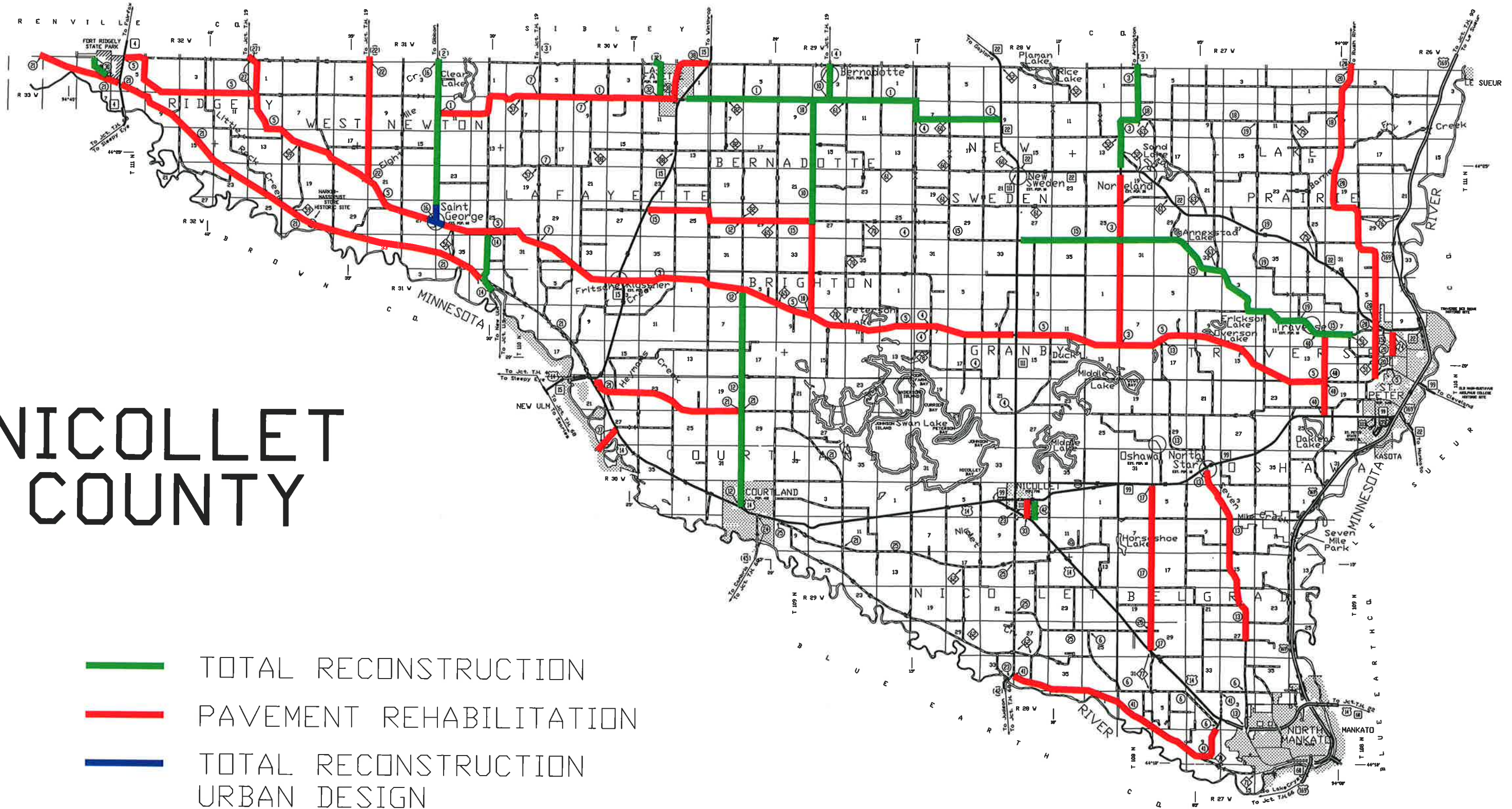
Road	Project Limits	Work Description	Length	Estimated Cost
CSAH 1	CSAH 16 to CSAH 38	Pavement Rehabilitation	7.5 Miles	\$ 1,687,500.00
CSAH 1	CSAH 38 to TH 22	Reconstruction	11 Miles	\$ 17,270,000.00
CSAH 3	CSAH 5 to TH 22	Pavement Rehabilitation	5 Miles	\$ 1,125,000.00
CSAH 3	TH 22 to Nicollet County Line	Reconstruction	3.5 Miles	\$ 5,495,000.00
CSAH 5	TH 15 to CSAH 12	Pavement Rehabilitation	3.6 Miles	\$ 1,800,000.00
CSAH 5	TH 4 to West Saint George	Pavement Rehabilitation	11.4 Miles	\$ 5,700,000.00
CSAH 5	West Saint George to TH 15	Pavement Rehabilitation / Reconstruction	6 Miles	\$ 4,710,000.00
CSAH 5	CSAH 12 to CSAH 40	Pavement Rehabilitation	17.6 Miles	\$ 8,800,000.00
CSAH 10	CSAH 1 to North County Line	Reconstruction	1.0 Mile	\$ 1,570,000.00
CSAH 10	CSAH 15 to CSAH 1	Reconstruction	3.5 Miles	\$ 5,495,000.00
CSAH 10	CSAH 5 to CSAH 15	Pavement Rehabilitation	2.7 Miles	\$ 607,500.00
CSAH 12	TH 14 to CSAH 5	Reconstruction	6.4 Miles	\$ 10,048,000.00
CSAH 13	506th Street to TH 99	Pavement Rehabilitation	5.3 Miles	\$ 4,000,000.00
CSAH 14	South County Line to CSAH 5	Reconstruction	1.7 Miles	\$ 2,669,000.00
CSAH 15	TH 111 to CSAH 51	Reconstruction	11.05 Miles	\$ 17,348,500.00
CSAH 15	TH 15 to CSAH 10	Pavement Rehabilitation	5.1 Miles	\$ 1,147,500.00
CSAH 16	CSAH 5 to North County Line	Reconstruction	4.6 Miles	\$ 7,222,000.00
CSAH 17	TH 14 to TH 99	Pavement Rehabilitation	4.8 Miles	\$ 1,080,000.00
CSAH 20	CSAH 5 to TH 22	Pavement Rehabilitation	1.53 Miles	\$ 344,250.00
CSAH 20	TH 22 to Nicollet County Line	Pavement Rehabilitation	8.4 Miles	\$ 1,890,000.00
CSAH 21	TH 14 to CSAH 12	Pavement Rehabilitation	4.7 Miles	\$ 1,057,500.00
CSAH 21	West County Line to CSAH 14	Pavement Rehabilitation	15 Miles	\$ 3,375,000.00
CSAH 22	CSAH 5 to North County Line	Pavement Rehabilitation	3.5 Miles	\$ 787,500.00
CSAH 27	CSAH 5 to North County Line	Pavement Rehabilitation	1.1 Miles	\$ 247,500.00
CSAH 30	CSAH 21 to North County Line	Reconstruction	1.2 Miles	\$ 960,000.00
CSAH 32	CSAH 1 to North County Line	Reconstruction	1.29 Miles	\$ 2,025,300.00
CSAH 33	CSAH 42 to TH 99	Pavement Rehabilitation	0.5 Miles	\$ 112,500.00
CSAH 37	South County Line to TH 14	Pavement Rehabilitation	0.6 Miles	\$ 135,000.00
CSAH 38	TH 14 to TH 14	Pavement Rehabilitation	1.9 Miles	\$ 427,500.00
CSAH 40	TH 99 to CSAH 15	Pavement Rehabilitation	2.4 Miles	\$ 540,000.00
CSAH 41	CSAH 23 to Roundabout	Pavement Rehabilitation	7.5 Miles	\$ 1,687,500.00
CSAH 42	TH 99 to TH 14	Reconstruction	1.3 Miles	\$ 2,041,000.00
CSAH 43	TH 111 to CSAH 33	Pavement Rehabilitation	0.28 Miles	\$ 63,000.00
CR 74	Traverse Road to Washington Avenue	Pavement Rehabilitation	0.6 Miles	\$ 200,000.00
Total 20 Year Road Improvement Projects Estimated Cost:				\$ 113,668,550.00
Annual Rural Transit Program (Joint effort with area Counties; Annual Local Share) @ \$100,000/year:				\$ 2,000,000.00
Grand Total:				\$ 115,668,550.00

20 YEAR ROAD IMPROVEMENT PROJECTS LIST (2018 - 2037)

ADOPTED JULY 25, 2017

NICOLLET COUNTY

- TOTAL RECONSTRUCTION
- PAVEMENT REHABILITATION
- TOTAL RECONSTRUCTION URBAN DESIGN





RESOLUTION ADOPTING A
2022 – 2026 CAPITAL IMPROVEMENT PLAN



WHEREAS, pursuant to Minnesota Statutes, Chapter 475, as amended, and Section 373.40, as amended (collectively, the “Act”), counties are authorized to adopt a capital improvement plan and carry out programs for the financing of capital improvements; and

WHEREAS, Nicollet County, Minnesota (the “County”), has caused to be prepared the “2022–2026 Capital Improvement Plan for Nicollet County, Minnesota” (the “Capital Improvement Plan”); and

WHEREAS, in considering the Capital Improvement Plan, the Board has considered for each project and for the overall Capital Improvement Plan:

1. the condition of the County’s existing infrastructure, including the projected need for repair and replacement;
2. the likely demand for the improvement;
3. the estimated cost of the improvement;
4. the available public resources;
5. the level of overlapping debt in the County;
6. the relative benefits and costs of alternative uses of the funds;
7. operating costs of the proposed improvements; and
8. alternatives for providing services more efficiently through shared facilities with other local government units; and

WHEREAS, the Capital Improvement Plan is intended to be a guide that is subject to change and does not commit the County to completing any of the improvements.

NOW, therefore, be it resolved, the Nicollet County Board of Commissioners hereby adopts the 2022 – 2026 Capital Improvement Plan as presented.

Dated this 14th day of December, 2022.

Terry Morrow, Chair
Nicollet County Board of Commissioners

ATTEST:

Mandy Landkamer
County Administrator and Clerk to the Board

Nicollet County Board of Commissioners
Board Meeting Agenda Item



Agenda Item:						
Reimbursement Resolution for CSAH 15 Road Construction Project						
Primary Originating Division/Dept.:	Meeting Date: 12/14/21					
Contact: Heather McCormick Title: Finance Director	Item Type: Regular Agenda (Select One)					
Amount of Time Requested 5 minutes						
Presenter: Heather McCormick Title: Finance Director	Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No					
County Strategy: Financial Security - prudent use of taxpayer resources (Select One)						
BACKGROUND/JUSTIFICATION: <p>Attached is a reimbursement resolution for your consideration regarding bonding and expenses for CSAH 15 Road Construction Project. It is the intent that Nicollet County will bond for this project in 2022.</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 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:						
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> FISCAL IMPACT: Other (Select One) If "Other", specify </td> <td style="width: 50%; vertical-align: top;"> FUNDING County Dollars = Other (Select One) </td> </tr> <tr> <td style="vertical-align: top;"> FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments: </td> <td style="vertical-align: top;"> Total </td> </tr> </table>			FISCAL IMPACT: Other (Select One) If "Other", specify	FUNDING County Dollars = Other (Select One)	FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:	Total
FISCAL IMPACT: Other (Select One) If "Other", specify	FUNDING County Dollars = Other (Select One)					
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:	Total					



NICOLLET COUNTY, MINNESOTA

RESOLUTION DECLARING THE OFFICIAL INTENT OF NICOLLET COUNTY TO REIMBURSE CERTAIN EXPENDITURES FROM THE PROCEEDS OF BONDS TO BE ISSUED BY THE COUNTY



WHEREAS, the Internal Revenue Service has issued Treas. Reg. § 1.150-2 (the "Reimbursement Regulations") providing that proceeds of tax-exempt bonds used to reimburse prior expenditures will not be deemed spent unless certain requirements are met; and

WHEREAS, Nicollet County, Minnesota (the "County"), expects to incur certain expenditures that may be financed temporarily from sources other than bonds, and reimbursed from the proceeds of one or more tax-exempt bonds; and

WHEREAS, the County has determined to make this declaration of official intent (the "Declaration") to reimburse certain costs from proceeds of bonds in accordance with the Reimbursement Regulations.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF NICOLLET COUNTY, MINNESOTA AS FOLLOWS:

1. The County proposes to undertake the CSAH 15 Road Construction Project, including but not limited to utility relocation and acquisition of right of way (the "Project").
2. The County reasonably expects to reimburse the expenditures made for certain costs of the Project from the proceeds of tax-exempt bonds in an estimated maximum principal amount of \$10,000,000. All reimbursed expenditures will be capital expenditures, costs of issuance of the bonds, or other expenditures eligible for reimbursement under Section 1.150-2(d)(3) of the Reimbursement Regulations.
3. This Declaration has been made not later than 60 days after payment of any original expenditure to be subject to a reimbursement allocation with respect to the proceeds of bonds, except for the following expenditures: (a) costs of issuance of bonds; (b) costs in an amount not in excess of \$100,000 or 5 percent of the proceeds of an issue; or (c) "preliminary expenditures" up to an amount not in excess of 20 percent of the aggregate issue price of the issue or issues that finance or are reasonably expected by the County to finance the project for which the preliminary expenditures were incurred. The term "preliminary expenditures" includes architectural, engineering, surveying, bond issuance, and similar costs that are incurred prior to commencement of acquisition, construction or rehabilitation of a project, other than land acquisition, site preparation, and similar costs incident to commencement of construction.
4. This Declaration is an expression of the reasonable expectations of the County based on the facts and circumstances known to the County as of the date hereof. The anticipated original expenditures for the Project and the principal amount of the bonds described in paragraph 2 are consistent with the County's budgetary and financial circumstances. No sources other than proceeds of bonds to be issued by the County are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside pursuant to the County's budget or financial policies to pay such Project expenditures.

5. This Declaration is intended to constitute a declaration of official intent for purposes of the Reimbursement Regulations.

Approved by the Board of Commissioners of Nicollet County, Minnesota this 14th day of December, 2021.

Terry Morrow, Chair
Nicollet County Board of Commissioners

ATTEST:

Mandy Landkamer
County Administrator/Clerk to the County Board

Nicollet County Board of Commissioners
Board Meeting Agenda Item



Agenda Item:		
2022 Fee Schedule Public Hearing and Resolution		
Primary Originating Division/Dept.: Administration	Meeting Date: 12/14/2021	
Contact: Mandy Landkamer Title: County Administration	Item Type: Regular Agenda (Select One)	
Amount of Time Requested 10 minutes		
Presenter: Mandy Landkamer Title: County Administrator	Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No	
County Strategy: Financial Security - prudent use of taxpayer resources (Select One)		
BACKGROUND/JUSTIFICATION: Consideration of the attached changes to the 2021 Nicollet County Fee Schedule which will be presented during a public hearing scheduled for 10:15 a.m. Following the public hearing, the Board will be requested to approve the proposed changes and resolution for implementation on January 1, 2022.		
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) 12/15/2020		
Approved by County Attorney's Office: <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A		
ACTION REQUESTED:		
Approval of the proposed 2022 fee schedule changes and the resolution effective on January 1, 2022. +		
FISCAL IMPACT: No fiscal impact (Select One) If "Other", specify	FUNDING County Dollars = Other (Select One)	
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:	Total	

ALL DEPARTMENTS		
Service Fee Item	Fee	Updated Fee
Fax	\$1.00/page	
Copies	\$0.25/page	
CD/DVD	\$0.50/page -- Double sided	
County Maps	\$10.00 (unless otherwise noted)	
NSF Check Fee	\$2.50 if mailed, otherwise no charge	
	\$30.00	

COMMUNITY CORRECTIONS (PROBATION)		
Alcohol Monitoring Fees		
MEMS- Adult	\$15.00/day	
MEMS- Juvenile	\$5.00/day	
SCRAM-Adult	\$15.00/day	
SCRAM-Juvenile	\$5.00/day	
Grant Amount	\$3.00-\$9.00/day	
Class Fees		
Cognitive Skills- Adult	\$250.00	
Cognitive Skills- Juvenile	\$75.00	
Driving With Care	\$250.00	
MADD Panel DVD	\$20.00	
Correctional Fees		
Adult		
Misdemeanor	\$175.00	
Gross Misdemeanor	\$200.00	
Felony	\$300.00	
Juvenile		
Petty Misdemeanor/Misdemeanor	\$75.00	
Gross Misdemeanor/Felony	\$100.00	
Diversion	\$75.00	
Drug Testing Fees		
UA Fee (positive)- Adult	\$30.00	\$25.00
UA Fee (positive)- Juvenile	\$20.00	\$25.00
UA Fee- ETG	\$15.00	\$25.00
Saliva Test	\$15.00	\$25.00
Drug Testing Patch	\$150.00	
Electronic Home Monitoring Fees		
Install Fee	\$30.00	
EHM- Adult	\$18.00/day	\$25.00/day
EHM- Juvenile	\$6.00	
EHM Cell- Juvenile	\$12.00/day	
GPS- Adult	\$20.00/day	
GPS- Juvenile	\$6.00/day	
GPS- STOP	\$3.00/day	
Electronic Home Monitoring & Alcohol Monitoring Combo Fees		
EHM & SCRAM- Adult	\$20.00/day	
EHM & MEMS- Adult	\$20.00/day	
EHM & SCRAM- Juvenile	\$9.00-\$14.00/day	
EHM & MEMS- Juvenile	\$9.00-\$14.00/day	
MEMS/GPS- Adult	\$20.00/day	
MEMS/GPS- Juvenile	\$20.00/day	
Miscellaneous Fees		
Community Service Buyout- Juvenile	\$8.00/hour	\$10.00/hour
STS Fee	\$25.00	
Revenue Recapture Fee	\$15.00	
Pretrial Services	\$25.00	
IPPC Monitoring	\$33.00/month	

COUNTY ATTORNEY		
CD's containing audio, video, or photos	\$5.00/each	
Actual Photographs	\$0.50/each	
Copies	\$0.25/page	

HEALTH and HUMAN SERVICES		
<i>Family Child Care Licensing Fees</i>		
Background Study	\$50 to outside vendors \$20 fee per minor in the household	\$40 paid to vendor for adults \$42 paid to vendor per minor ages 13-17 years
Fingerprinting	\$9.50 paid to vendor	
Potential Fire Marshal Fee	\$50 paid to vendor	
Step-parent Background Study	\$100/family, plus \$25 for each out of state residency in the last five years	
<i>Licensed Corporate Child and Adult Foster Care Fees</i>		
Background Studies	\$20.00	
Fingerprinting	\$9.50 paid to vendor	
Initial Application Fee	\$500.00	
Re-license Fee	\$500.00	
<i>Community Residential Setting Fees</i>		
Background Study	\$20.00 paid to vendor for Adult Foster Care	
Fingerprinting	\$9.50 paid to outside vendor	
Initial Application Fee	\$500.00	
Re-license Fee	\$500.00	
<i>Family Adult and Child Foster Care Fees</i>		
Background Study	\$20.00 paid to vendor for Adult Foster Care	
Fingerprinting	\$9.50 paid to outside vendor	
Potential Fire Marshal Fee	\$50.00 paid to vendor, if applicable	
<i>Out of Home Placement Fees</i>		
Parental Fee	Sliding Fee	
<i>Detoxification Services</i>		
Detoxification Fee	Sliding Fee	
<i>Chemical Dependency Services</i>		
Chemical Health Assessments	\$195.00. Funding options available to those who request and qualify.	
<i>Mental Health Services</i>		
Medication Management	Sliding Fee at the Blue Earth County Mental Health Center	
Diagnostic Assessments	Sliding Fee at Counseling Services of Southern Minnesota	
Outpatient Therapy	Sliding Fee at Counseling Services of Southern Minnesota	
Outpatient Rehabilitation Services	Sliding Fee at Counseling Services of Southern Minnesota	
<i>Loan Closet Supplies</i>		
Wheelchair or Knee Scooter	\$25.00	
Canes and Crutches	\$5.00	
All Other Medical Equipment	\$10.00 per item	

PROPERTY ASSESSMENT		
Full Assessment Book	\$500.00	

PROPERTY SERVICES		
Hearings		
(Conditional Use permit/3 yr renewals, Variance, Rezoning, Appeal)	\$400.00	\$450.00
Recording Fee	\$46.00	
Structures		
Residential Dwellings and Attached Additions		
<120 sq feet	\$25.00	
121 sq feet and over	\$0.25/sq ft (\$50.00 minimum)	
Accessory Structures (detached)		
<120 sq feet	\$25.00	
121 sq feet to 1000 sq feet	\$50.00	
1001 sq feet and over	\$0.05/sq ft	
AG Animal Structures		
<120 sq feet	\$25.00	
121 sq feet to 500 sq feet	\$50.00	
501 sq feet and over	\$0.10/sq ft	
Grain Bins/Silos	\$50.00	
Feedlot Permits		
New	\$100.00	
Existing (Valid)	\$50.00	
Commercial Structures (utility cabinets, power stations sheds)	\$0.25/sq ft (\$50.00 minimum)	
Towers (cell, etc...)	\$250.00	
Renewable Energy Systems		
Micro WECS	\$50.00	
Non Commercial WECS	\$250.00	
Commercial WECS	\$500.00	
Solar Energy Systems, Small	\$250.00	
Solar Energy Systems, Large	\$500.00	
Septic System		
Operating Permit	\$25.00/yr	
Type I-III	\$225.00	\$250.00
Type IV-V	\$450.00	
Tank/Privy	\$100.00	
Signs		
On Premises	\$25.00	
Commercial and/or Off-Premises	\$50.00	
Land Alterations (including borrow pits)	\$50.00	
Platting		
Replat	\$350.00	
Platting of Existing Metes and Bounds	\$250.00	
New Subdivision Plat	\$500.00	
Wetland Permits		
Wetland Decision - Exemption	\$50.00	
Wetland Decision - No Loss	\$50.00	
Wetland Delineation Review		
Under 1 acre	\$100.00	
1 to 4.99 acres	\$200.00	
5 to 10 acres	\$300.00	
Greater than 10 acres	\$400.00	

Wetland Replacement Plan Review		
Under 1 acre	\$200.00	
1 to 4.99 acres	\$300.00	
5 to 10 acres	\$500.00	
Greater than 10 acres	\$700.00	
Wetland Banking Plan Review		
Under 1 acre	\$200.00	
1 to 4.99 acres	\$400.00	
5 to 10 acres	\$800.00	
Greater than 10 acres	\$1,000.00	
Annual Monitoring report Review	\$50/yr.	
Wetland Certificate of Completion		
Under 1 acre	\$50.00	
1 to 4.99 acres	\$100.00	
5 to 10 acres	\$200.00	
Greater than 10 acres	\$300.00	
After-the-Fact Wetland Review	Double the Fee	
Solid Waste		
Solid Waste Facility Application	\$100.00	
Solid Waste Haulers License	\$100.00	
911 Address Signs		
Mailbox support, 911 sign and post	\$257.00	
911 sign and post	\$159.00	
Other Fees		
Zoning Ordinance	\$50.00	
After-the-Fact Zoning Permit	\$250.00 – Double the fee whichever is greater	
After-the-Fact Variance/CUP	\$1,000.00	\$1,250.00
Special Scheduled Hearing	\$1,000.00	
Large Format Scanning	\$20.00	
Burning to CD	\$10.00	
Plat Book	\$5.00	
GIS Fees		
Print Sizes		
11" x 17" or smaller	\$5.00	
Large Format Printing		
Up to 24"	\$10.00	
25" to 36"	\$15.00	
Custom Print	\$15.00 + \$.50/addtl inch	
GIS Digital Data		
(Data provided in ESR1 Shape file format)		
Parcels		
Per Parcel	\$0.05 (\$5.00 min)	
Entire County	\$500.00	
Road Centerline (Includes road ranging)	\$325.00 (entire cty)	
Address point Layer	\$325.00 (entire cty)	
Other Data Layers	\$25.00/layer	
Materials		
CD	Standard charges	
Postage	Standard charges	
Labor Rate		
Special request fees applies to custom data layers	\$50.00/hour	

PUBLIC SERVICES (AUDITOR-TREASURER)

License & Permit Fees

Tobacco License	\$100.00
Liquor License – Initial	\$2,000.00
Liquor License - Renewal	\$1,500.00
Sunday Liquor	\$200.00
On-Sale 3.2 Beer	\$100.00
Off Sale 3.2 beer	\$25.00
On Sale 3.2 Beer 1 day event	\$25.00
Wine License	\$100.00
Auctioneer License	\$20.00
Gambling Permit	\$30.00
Gambling Permit -1 day	\$12.00
Fireworks Display Permit	\$50.00
Precious Metals Dealer License	\$100.00
Transient Merchant License	\$150.00 + Bond
Dangerous Dog Permit	\$100.00 + Bond & Sign & Tag Costs

Birth Certificates

One Certified Copy	\$26.00
Each Additional	\$19.00
One Uncertified Copy	\$13.00

Death Certificates

One Certified Copy	\$13.00
Each Additional	\$6.00
One Uncertified Copy	\$13.00

Marriage License

W/Cert of Premarital Education	\$40.00
W/O Cert of Premarital Education	\$115.00
Certified Copy of Marriage	\$9.00
Duplicate License	\$25.00
5 day Waiver	\$20.00
Consent for Minor	\$20.00
Credentials	\$20.00

Notary

Notary Filing	\$20.00
Notarizing Services	\$1.00/each

Charge for Service

Auditor Certificate Taxes payable	\$100.00
Mailing Labels	\$50.00
Delinquent Tax Reports - 1st year	\$50.00
Delinquent Tax Reports - all years	\$100.00
List of Taxpayers	\$100.00 - \$500.00
Full Tax Book	\$500.00
Escrow Parcel Listing	\$3.00/parcel
Tax Certificate – Current	\$5.00
Tax Certificate – Delinquent	\$5.00
Special Assessment Certificate	\$5.00
Ditch Levy Maintenance Admin Fee	\$2.50/parcel

RECORDER

Abstract Department

Recording Document	\$46.00
Multiple Assignments and Satisfactions	\$46.00-1 st 4 numbers cited
Well Certificate	\$50.00
Record Plat	\$56.00
Copy of Plat	\$10.00+\$5.00 to certify
Record Condominium	\$56.00
Copy of Condominium	\$10.00
Abstract Certification	\$75.00
New Abstract Certification	\$100.00
Tax Lien Search	\$1.00/name - minimum \$2.00
Bankruptcy Certificate	\$1.00/name - minimum \$2.00
Medical Assistance Lien Cert	\$1.00/name - minimum \$2.00
Judgment Search	\$5.00/name

Torrens Department

File Deed (includes new Cert)	\$46.00
File any other document	\$46.00
Well Certificate	\$50.00
File Plat	\$56.00 + \$40.00 each new certificate
Copy of Plat	\$10.00+\$5.00 to certify
File Condominium	\$56.00 + \$40.00 each new certificate
Copy of Condominium	\$10.00
File Registered Land Survey	\$56.00 + \$40.00 each new certificate
Certified Copy of Registered land Survey	\$15.00
Residue Certificate	\$40.00
Exchange Certificate	\$20.00/ each old/new cert
Condition as to Register	\$10.00

Miscellaneous

Misc. Copies	\$1.00/page
Copies from large book	\$3.00/page
Copies from Book which comes apart	\$3.00/page
Certified Copies	\$10.00
Handling Fee	\$5.00
Copy of Plat -- Electronic PDF	\$10.00
Expedite Fee	\$25.00
Research Fee	\$25.00

Passport Book

Adults (age 16 and over)	\$145.00
Children	\$115.00
Passport Photo	\$15.00

Passport Card

Adults (Age 16 and over)	\$65.00
Children	\$50.00

RecordEASE -- Web Access

Setup Fee	\$50.00
Monthly Access Fee	\$50.00
Each Image Viewed	\$2.00
View Certificate of Title (Torrens)	\$3.00 per certificate
View Tract Card	\$5.00 per tract
View Recorded Plat	\$10.00 per plat
Web Access Fee Occasional User	\$10.00
Web Data Search Occasional User	\$.50 per search

SHERIFF

Jail

Huber Daily Fee	\$20.00/day
Booking Fee	\$15.00/booking
Medical Co-Pay	\$5.00/visit
Prescription Co-Pay	\$5.00/RX
Drug Test	\$20.00
PBT Test	\$5.00
Board of Prisoners: for other counties	\$60.00/day

Civil Process

Service of Civil Papers:	
First 3 attempts includes mileage	\$65.00/person
More than 3 attempts	\$20.00
Not Found Return	\$30.00
Duplicate Return of Service	\$10.00
Posting Sale Notice	\$65.00/location
Sales (conduct sale and prep of Certificate)	\$100.00
Mortgage Foreclosure Sale	\$100.00
Cancel Foreclosure Sale (w/o 24 hr notice)	\$65.00
Issuance of Certificate of Redemption	\$250.00
Levy & Re-Levy Services	\$65.00
Levy	\$5.00
Collection of Execution	6%
Execution Unsatisfied	\$65.00
Miscellaneous Execution	\$10.00
Receiving Notice of Intent to Redeem	\$100.00
Taking Bond	\$8.00

Securing, Seizure and/or Safely Keeping Property \$100.00/hour - 2 hour minimum

Stand-by on Property Exchanges/Evictions \$100.00/hour - 2-hour minimum

Advance Fees for Seizure of Property Discretion of Sheriff/Depending on Property to be Seized

Services not herein enumerated Sheriff entitled to same fees as similar duties

Other Fees

Photos (old Case)	\$25.00
Photo CD/USB	\$15.00
In Car Video	\$15.00
Copy of telephone calls	\$15.00
Permits to Carry	\$100.00 new
Permit to Carry Renewal (90 days prior to exp)	\$75.00
Permit to Carry (within 30 days of exp)	\$85.00
Duplicate Permit to Carry/Address Change	\$10.00
Civil Fingerprints	\$10.00/card
Vehicle Storage	\$5.00/day
Deputy Security at Lockout (1st 1/2 hr no fee)	\$65.00/hr (after 1st 1/2 hour)
Deputy Security – (2 hr minimum)	\$100.00/hr
Wedding Dance Security (at Johnson Hall)	\$150.00/event

RESOLUTION
2022 Nicollet County Fee Schedule Adoption

WHEREAS, pursuant to Minn. Stat. §373.41, the County Board of Commissioners may charge fees for services provided by any county office, official, department, court or employee, and

WHEREAS, the Nicollet County Department Heads have reviewed all of their fees and presented recommended changes along with the complete proposed Fee Schedule in a public hearing on December 14, 2021, and

WHEREAS, the Nicollet County Board of Commissioners reviewed the proposed Fee Schedule and changes.

NOW THEREFORE, BE IT RESOLVED, by the Nicollet County Board of Commissioners that the 2022 Nicollet County Fee Schedule, as presented has been approved and adopted, effective January 1, 2022.

Dated the 14th day of December, 2021

Terry Morrow, Chair
Nicollet County Board of Commissioners

ATTEST:

Mandy Landkamer
County Administrator/Clerk to the Board

Nicollet County Board of Commissioners
Board Meeting Agenda Item



Agenda Item: 2022 Budget Resolution		
Primary Originating Division/Dept.: Administration	Meeting Date: 12/14/2021	
Contact: Mandy Landkamer Title: County Administrator	Item Type: Regular Agenda (Select One)	
Amount of Time Requested 5 minutes		
Presenter: Mandy Landkamer Title: County Administrator	Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No	
County Strategy: Financial Security - prudent use of taxpayer resources (Select One)		
BACKGROUND/JUSTIFICATION: Attached is a resolution setting the 2022 Nicollet County Budget at \$49,348,079.		
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 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: Approve the 2022 Nicollet County Budget Resolution as presented.		
FISCAL IMPACT: Included in current budget (Select One) If "Other", specify	FUNDING County Dollars = Other (Select One)	
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:	Total	

2022 NICOLLET COUNTY
BUDGET RESOLUTION

WHEREAS, the Nicollet County Board annually adopts a budget; and

WHEREAS, the 2022 Nicollet County budget was prepared with input from all department heads and Nicollet County Board members; and

WHEREAS, a budget meeting was held on December 2, 2021, to take public comment on the proposed 2022 budget and tax levy.

NOW THEREFORE, BE IT RESOLVED that on December 14, 2021, the Nicollet County Board hereby approves the 2022 budget in the amount of \$49,348,079.

REVENUES

Tax Levy-Property	24,257,237
Tax Levy-(County Program Aid)	1,878,673
Taxes-Delinquent & Misc	227,000
Taxes-Wheelage & Add'l Sales Tax	2,070,000
Special Assessment-(Recycling)	295,000
Licenses and Permits	91,000
Intergovernmental	
Federal	4,875,373
State	8,292,098
Other	746,994
Charges for Services	1,266,203
Fines and forfeits	20,500
Interest and Investments	230,400
Gifts and Donations	1,000
Miscellaneous	2,033,822

OTHER SOURCES

Budgeted Use of Unrestricted Fund Balance	2,920,000
Budgeted Use of Restricted Fund Balance	<u>142,779</u>

TOTAL REVENUES

AND OTHER SOURCES	<u><u>49,348,079</u></u>
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EXPENDITURES

General Public	14,635,894
Public Safety	7,884,741
Highway And Streets	9,402,992
Sanitation	289,000

Health & Human Services	13,968,759
Culture and Recreation	125,601
Conservation/Natural Resources	600,375
GO Debt Service	2,015,805
Transit	600
Economic Development	100,316
Housing Redevelopment Authority	113,168
Intergovernment-Regional Library	110,088

OTHER SOURCES:

Designated Future Funds-Debt Services	<u>100,740</u>
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TOTAL EXPENDITURES

AND OTHER SOURCES	<u><u>49,348,079</u></u>
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Dated the 14th day of December, 2021

Terry Morrow, Chair
Nicollet County Board of Commissioners

ATTEST:

Mandy Landkamer
County Administrator/Clerk to the Board

Nicollet County Board of Commissioners
Board Meeting Agenda Item



Agenda Item:		
2022 Tax Levy Resolution		
Primary Originating Division/Dept.: Administration	Meeting Date: 12/14/2021	
Contact: Mandy Landkamer Title: County Administration	Item Type: Regular Agenda (Select One)	
Amount of Time Requested 5 minutes		
Presenter: Mandy Landkamer Title: County Administrator	Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No	
County Strategy: Financial Security - prudent use of taxpayer resources (Select One)		
BACKGROUND/JUSTIFICATION: Attached is a resolution setting the 2022 Nicollet County net property tax levy at \$24,257,237 or a 2% increase from the 2021 net property tax levy.		
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 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: Approve the 2022 Nicollet County Property Tax Levy Resolution as presented.		
FISCAL IMPACT: Included in current budget (Select One) If "Other", specify	FUNDING County Dollars = \$24,257,237 Grant (Select One)	
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:	Total	\$24,257,237

2022 NICOLLET COUNTY
PROPERTY TAX LEVY RESOLUTION

WHEREAS, the Nicollet County Board of Commissioners annually adopts a budget; and

WHEREAS, property tax revenues are needed to balance said budget; and

WHEREAS, the 2022 Nicollet County budget was prepared with input from all department heads and Nicollet County Board members; and

WHEREAS, on September 28, 2021, the County Board set a 2022 preliminary tax levy of \$24,257,237, which is a 2% increase of the 2021 property tax levy; and

WHEREAS, a budget meeting was held on December 2, 2021, to take public comment on the proposed 2022 budget and tax levy.

NOW THEREFORE, BE IT RESOLVED that on December 14, 2021, the Nicollet County Board hereby approves the 2022 net property tax levy for Nicollet County, as follows:

	2022
Revenue Fund:	
Administrative Services	\$4,419,968
Property & Public Services	\$2,713,900
Criminal Justice Services	\$7,522,845
Economic Development/Service	
Appropriations	\$231,833
Special Levy: HRA	\$113,168
Special Levy: Library	\$110,088
Total Revenue Fund	\$15,111,802
 Road & Bridge Fund	 \$1,834,422
 Health & Human Services Fund	 \$5,194,468
 Bonded Debt Fund	 \$2,116,545
 TOTAL	 \$24,257,237

Dated this 14th day of December, 2021

Terry Morrow, Chair
Nicollet County Board of Commissioners

ATTEST:

Mandy Landkamer
County Administrator/Clerk to the Board

Nicollet County Board of Commissioners
Board Meeting Agenda Item



Agenda Item:		
2022 Elected Officials Compensation and Per Diem Resolution		
Primary Originating Division/Dept.: Administration	Meeting Date: 12/14/2021	
Contact: Mandy Landkamer Title: County Administrator	Item Type: Regular Agenda (Select One)	
Amount of Time Requested 5 minutes		
Presenter: Mandy Landkamer Title: County Administrator	Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No	
County Strategy: Financial Security - prudent use of taxpayer resources (Select One)		
BACKGROUND/JUSTIFICATION: <p>Minnesota State Statute requires the County Board to establish by resolution the salary and per diem rate for elected officials for the coming year. The proposed resolution includes a 2.5% increase (same as applied to the county staff wage scale) for county commissioners, a 3.5% increase (1% over the wage scale increase and equal to the county department average increase) for elected department heads and a per diem rate of \$70/day (same as 2021).</p>		
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 type="radio"/> Yes <input checked="" type="radio"/> No		
If "yes", when? (provide year; mm/dd/yy if known) 12/15/2020		
Approved by County Attorney's Office: <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A		
ACTION REQUESTED:		
Approve the 2022 Elected Officials Compensation and Per Diem Resolution as presented.		
FISCAL IMPACT: No fiscal impact (Select One) If "Other", specify	FUNDING County Dollars = Other (Select One)	
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:	Total	

2022 NICOLLET COUNTY ELECTED OFFICIALS
COMPENSATION AND PER DIEM RESOLUTION

WHEREAS, the Nicollet County Board of Commissioners annually establishes compensation and per diems for elected officials; and

WHEREAS, Minn. Stat. §375.055 states that the county commissioners in all counties except Hennepin and Ramsey, shall receive as compensation for services rendered by them for their respective counties, annual salaries and in addition may receive per diem payments and reimbursement for necessary expenses in performing the duties of the office as set by resolution of the county board with the salary and schedules of per diem payments not being effective until January 1 of the next year; and

WHEREAS, Minn. Stat. §387.20 and 388.18 states that the county board annually shall set by resolution the salary of the county sheriff and county attorney; and

WHEREAS, the proposed 2022 Nicollet County budget includes a 2.5% general wage scale increase.

NOW THEREFORE, BE IT RESOLVED, that the Nicollet County Board of Commissioners does hereby adopt the following for 2022:

1. The Nicollet County Board of Commissioners salary will be \$35,659.73 in 2022 with the chairperson of the Board receiving an additional \$1,500 annually for duties related to that position.
2. The Nicollet County Board and laypersons serving on county committees, which have been approved by the County Board, are approved to receive per diems in the amount of \$70.00/day.
3. The salary for the Nicollet County Attorney in 2022 is set at \$132,401.75.
4. The salary for the Nicollet County Sheriff in 2022 is set at \$137,977.35.

Dated this 14th day of December, 2021

Terry Morrow, Chair
Nicollet County Board of Commissioners

ATTEST:

Mandy Landkamer
County Administrator/Clerk to the Board

Nicollet County Board of Commissioners
Board Meeting Agenda Item



Agenda Item:	
Rural Minnesota Energy Board JPA	
Primary Originating Division/Dept.: Administration Contact: Mandy Landkamer Title: County Administrator Amount of Time Requested 5 minutes Presenter: Mandy Landkamer Title: County Administrator	Meeting Date: 12/14/21 Item Type: Regular Agenda (Select One)
Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No	
County Strategy: Programs and Services - deliver value-added quality services (Select One)	
BACKGROUND/JUSTIFICATION: Consideration of the attached amended Joint Powers Agreement (JPA) with the Rural Minnesota Energy Board (RMEB). The amendments are as follows: <ul style="list-style-type: none"> • Paragraph 2 on page 1 is deleted • Article I – Delete A, B and C, removing references to the “Rural Minnesota Energy Task Force”, “Original Members” and “Entrance Fees”. • Article I is now enabling legislation and purpose • Article II is now Definition of Terms • Article III is now Joint Powers Board and incorporates current law on JPAs as well as combining Articles II and III from the original JPA as well as other articles to put operational language all in the same place. Also more clearly spells out Membership. Notable Addition – authorizes the RMEB to establish by-laws as appropriate. • Article IV is now Financing and Disbursement of Funds and incorporates all budget, financing and auditing sections. Original Article V, Audit Records, is incorporated in this article. 	
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 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 checked="" type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A	
ACTION REQUESTED: Approval of the RMEB JPA.	
FISCAL IMPACT: No fiscal impact (Select One) If “Other”, specify	FUNDING County Dollars = Other (Select One)
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:	Total

**RURAL MINNESOTA ENERGY BOARD
JOINT POWERS AGREEMENT**

June 2021

THIS AGREEMENT IS MADE by and between the Counties of Blue Earth, Brown, Cottonwood, Faribault, Freeborn, Jackson, Lincoln, Lyon, Martin, Mower, Murray, Nicollet, Nobles, Pipestone, Redwood, Renville, Rock, and Watonwan, collectively, the "Members," and each individually, a "Member", pursuant to Minnesota Statutes, Section 471.59, the Joint Powers Act, which are signatories to this "Agreement" each having been duly authorized to enter into this Agreement by its respective Board of County Commissioners.

ARTICLE I. ENABLING AUTHORITY AND PURPOSE

- 1.1 Minnesota Statutes section 471.59 provides that two or more governmental units may by agreement jointly exercise any power common to the contracting parties.
- 1.2 The general purpose of this Agreement is to provide for a Joint Powers Organization (JPO) to cooperate in the areas encompassed by the Members in planning, management, and implementation of methods to address all manner of energy, energy transmission, energy conservation, energy funding and energy related issues in rural Minnesota.
- 1.3 The Rural Minnesota Energy Board (RMEB) is established as a governmental unit under the above-referenced authority and requirements of Minnesota law to jointly exercise the powers common to the signatories for the general purposes described herein.
- 1.4 The Members expressly authorize the RMEB to issue and sell revenue bonds and other obligations as provided by law, including without limitation Minnesota Statutes, Sections 471.59, Subdivision 11, in order to carry out the purposes of this Agreement.

ARTICLE II. DEFINITION OF TERMS

For the purposes of this Agreement, the terms defined in this article shall have the meanings given them.

- 2.1. "Rural Minnesota Energy Board" or "RMEB" means the Joint Powers Organization created pursuant to this Agreement, hereafter referred to as RMEB.
- 2.2. "Organization" or "JPO" refers to RMEB, unless specifically qualified to refer to another organization.
- 2.3. "Member" means a governmental unit that is a signatory to this Agreement and has not given notice to withdraw pursuant to Article VIII.
- 2.4. "Director" means the primary representative designated by the governing body of the Member of RMEB. Alternate means the secondary representative designated by the governing body of the Member of RMEB to represent and act in the absence of the Director.
- 2.5. "Board" means the governing body of RMEB, consisting of one Director from each Member.
- 2.6. "Governmental Unit" is defined by Subdivision 1, Section 471.59 of Minnesota Statutes, as amended.
- 2.7. Day or days shall refer to calendar days. Fiscal Year shall be the calendar year.
- 2.8. Operating Capital Contribution. Upon approval of the Joint Powers Board, new members of the Rural Minnesota Energy Board shall pay a capital contribution in an amount determined by the Board.
- 2.9. Dues: The Board may annually set dues for Membership in the RMEB.

ARTICLE III. JOINT POWERS BOARD

The administrative and executive functions of the activities contemplated by this Agreement shall be administered and carried out by a Joint Powers Board

- 3.1 The Joint Powers Board ("Board") shall take such action as it deems necessary and proper to accomplish the purposes of RMEB and any other action necessary and incidental to the implementation of said purpose or action. The Board is hereby authorized to exercise such authority and powers common to the Members as are necessary and proper to fulfill its purposes and perform its duties. Such authority shall include the specific powers enumerated in this Agreement and/or in the Bylaws.
- 3.2 Members, by executing this Agreement, recognize the Board as the governing authority of RMEB.
- 3.3 The Board shall be made up of one Director (or alternate) appointed by the governing board of each Member Governmental Unit. The Director shall be a board member of the governing body of the Member. Any Director or Alternate shall be subject to removal by the appointing governing board at any time, with or without cause. A vacancy of a Director or Alternate shall be filled by the governing body of the Member who appointed the Director or Alternate.
- 3.4 Directors and Alternates shall serve without compensation from RMEB, but this shall not prevent a Member from providing compensation for its Director or Alternates, if such compensation is authorized by such Governmental Unit and by law.
- 3.5. Subject to the limitations of Article IV, the Board shall have the power to make contracts as it deems necessary to make effective any power to be exercised by RMEB pursuant to this Agreement; to provide for the prosecution and defense or other participation in actions or proceedings at law in which it may have an interest; to employ such persons as it deems necessary to accomplish its duties and powers on a full-time, part-time or consulting basis; to hire legal counsel and other professional advisors; to conduct such research and investigation as it deems necessary on any matter related to or affecting the general purposes of RMEB; to acquire, hold and dispose of both real and personal property as the Board deems necessary; and to contract for space, materials, supplies and personnel either with a Member or with a number of Members or elsewhere. The Board is authorized to contract with third parties or consulting services as may be, in the judgment of the Board, necessary or desirable from time to time in order to carry out the purposes of this Agreement.

- 3.6 Subject to the limitations of Article IV, the Board shall be authorized to own, purchase, sell, construct, operate and maintain energy facilities and other equipment necessary or collateral to their operation; and the Board is further authorized to enter into contracts for the purchase, acquisition, construction, sale, provision, operation or maintenance of energy facilities and equipment necessary for their operations.
- 3.7 Subject to the limitations of Article IV, the Board shall develop and submit for approval of the governing boards of its Members an energy management plan;
- 3.8 The Board may establish and collect dues from its Members.
- 3.9 The Board may accept gifts, apply for and use grants or loans of money or other property from the state, or any other governmental units or organizations and may enter into agreements required in connection therewith and may hold, use and dispose of such monies or property in accordance with the terms of the gift, grant, loan or agreement relating thereto.
- 3.10 The Board shall cause a regular, periodic independent audit of the books to be made and shall make a regular, periodic financial accounting and report in writing to the Members. Its books and records shall be available for and open to examination by its Members at all reasonable times.
- 3.11 The Board shall establish the annual budget for RMEB as provided in this Agreement.
- 3.12 The Board shall adopt and follow such bylaws as may be appropriate and consistent with this agreement and law. Bylaws shall be adopted by and amended by a two-thirds (2/3) majority of the Board.
- 3.13 The Board may establish such committees as it deems appropriate and may delegate authority to such committees to take action between Board meetings as the Board shall see fit, consistent with the authority of this Agreement.
- 3.14 The Board may accumulate and maintain reasonable working capital reserves and may invest and reinvest funds not currently needed for the purposes of RMEB. Such investment and reinvestment shall be in accordance with and subject to the laws applicable to the investment of county funds.
- 3.15 The Board may pay reasonable and necessary expenses of officers, Directors and Alternates incurred in connection with their duties as such.
- 3.16 The Board shall provide for its employees to be members of the Public Employees Retirement Association and may make any required employer

contributions to that organization and any other employer contributions which counties are authorized or required by law to make.

- 3.17 The Board may purchase public liability insurance and such other bonds or insurance as it may deem necessary.
- 3.18 The Board may develop additional rules concerning the financing of RMEB and the disbursement of funds may be adopted by the Board provided they are not inconsistent with the provisions contained in this Agreement or state statutes.
- 3.19 The Board is authorized to enter into negotiations with the owner or operator of any new or existing energy facility(ies) on behalf of the Members and to recommend to each Member County the acceptance of any proposal for the facilities as may be appropriate under the circumstances in the best judgment of the Board.
- 3.20 The Board may exercise any power necessary and incidental to the implementation of its powers and duties.
- 3.21 The Board shall select from among its Directors a Chairperson, Vice-Chairperson, Secretary, and Treasurer, who shall serve in their respective capacities for one-year terms or until their successors are duly qualified to act. No Director shall be deprived of the right to vote by virtue of appointment as an officer of the Board.

ARTICLE IV. FINANCING AND DISBURSEMENT OF FUNDS

- 4.1 **Control of Funds:** The Board shall have exclusive control over all monies credited to any RMEB fund in accordance with state and federal laws and rules. Expenditures shall be made in accordance with the approved budget, contractual obligations of the JPO and the approval of the Board or duly appointed Committee.
- 4.2 **Fiscal Agent:** The Board may, by majority vote, designate a unit of government to act as the fiscal agent for the Board. The Fiscal Agent shall establish an account to ensure proper record keeping for all receipts and expenditures. The Fiscal Agent is empowered to prepare a list of proposed obligations of the Board, including expenses incurred by the Fiscal Agent and present them, at regular intervals, to the Board for approval. There shall be strict accountability of all funds and complete reporting of all receipts and disbursements by the Fiscal Agent.

4.3 **Annual Budget:** The Board shall prepare an annual budget in June/July each year to cover the administrative and planning costs of these joint powers and the Board, and agree that they shall continue to do so for each year of its existence. These costs will be paid equally ("Equal Share") by each Member up to a ceiling of \$3,500 per County per year, and further costs shall be based on per capita ("Proportional Share") as described in 4.4. For purposes of this Article, a feasibility study is considered a capital expenditure and not a planning cost.

4.4 **Capital Expenditures.** The Board shall prepare and approve a capital expenditures budget in June/July each year. The Counties agree that the counties utilizing the facility(ies) or service(s) included in the capital expenditures budget shall appropriate funds based on a Proportional Share, derived from population data from the most recent United States Census.

The ratios shall be adjusted as each decennial Census results become available, and shall be adjusted upon the admission of additional counties or withdrawal of present counties to the Board.

The Board shall have the authority to authorize the expenditure of the appropriated and contributed funds for the purposes designated in this Agreement with the following limitations:

- Any decision for a Capital Project shall be brought back to each Member County Board for a vote.
- If a Member County chooses not to participate in a capital project, it will not be held fiscally liable for said capital project.
- The Voting Directors of a Member Counties choosing not to participate in a particular capital project shall not be eligible to vote on operational matters pertaining to said capital project.

No expenditure may be made by or on behalf of the Board in a manner or for a purpose not authorized by law nor may any contract or purchase be made that does not comply with applicable provisions of the Uniform Municipal Contracting Law as adopted in the State of Minnesota and amended from time to time.

4.5 The adopted budget, which shall describe projected income and expenditures, shall be filed with the County Auditors of the Members.

4.6 RMEB will ensure strict accountability for all funds of the organization and will report on all receipts and disbursements made to, or on behalf of RMEB. The Fiscal Agent shall allow the Counties and the State of Minnesota, including the Legislative Auditor or the State Auditor, access to its records, at reasonable

hours; including all books, records, documents, and accounting procedures and practices relevant to the subject matter of this agreement, for the purpose of Audit.

ARTICLE V. PROCEDURE TO JOIN

- 5.1 If a County wishes to join RMEB as a Member, it may make written application to the Board. The application shall consist of the governing body of the County seeking membership adopting a resolution containing language to indicate full acceptance (without deviation) of the contents of this Joint Powers Agreement.

The County seeking membership shall formally submit the adopted resolution under cover to the Chair of the RMEB Board. Upon a two-thirds (2/3) approval of the Governing Boards of Member Counties that have not given a notice to withdraw, the request will be approved, subject to the provisions of Section 6.3. The Board shall notify all Members in writing of the decision.

- 5.2 All Members agree to abide by the terms and conditions of this Joint Powers Agreement, the Bylaws and the Policies or Procedures adopted by the Board.
- 5.3 At the time of application, RMEB shall notify the applying County Board of the amount of operation capital contribution the applying County Board will be required to contribute upon becoming a Member. Approval of membership shall be contingent upon agreement of the applying County making a capital contribution as determined by the Board.

ARTICLE VI. SUSPENSION OF VOTING RIGHTS

- 6.1. The Board shall provide written notice by personal service, certified mail or via electronic mail using an application such as DocuSign, to the County Administrator/Coordinator, Auditor, and voting Director of the Member County in default in its payment of dues within sixty (60) days. If the Member County fails to make payment of its dues within sixty (60) days of notice being served, the Director's voting privileges shall be suspended until such dues are paid in full.
- 6.2 By Resolutions adopted by 2/3 of the remaining Member County Boards, a non-compliant Member may be expelled from the RMEB for failure to pay its dues within 120 days of becoming due, or upon failure to fulfill other obligations undertaken by the Member pursuant to the terms of this Agreement.

Such expulsion shall not in any way limit or constitute a waiver of remedies available to the remaining Members for default or breach of this Agreement.

- 6.3 No Member county may be expelled from membership in the Board unless it shall have been notified in writing of the item or items of non-performance and have failed within 90 days following submission of such notice to cure the default.
- 6.4 Upon expulsion an expelled County shall pay its equal and proportional share of the Board's financial liability and other damages as if it had withdrawn pursuant to Article VII.

ARTICLE VII. RIGHT TO WITHDRAW

- 7.1 A Member County Board may withdraw from this Agreement by adopting a resolution which specifically contains language of its "Notice to Withdraw." The Member County Board's resolution shall be submitted under cover letter and sent via certified mail, electronic mail via DocuSign or a similar application, or hand delivered with an affidavit of personal service to the County Administrator/Coordinator, Auditor, and voting Director of each Member County and to the Board Chair of RMEB. The Notice must be received six (6) months prior to the effective date.
- 7.2 Following service of Notice of Withdrawal, the voting Director of the withdrawing Member County's voting rights shall be suspended.
- 7.3 If any party exercises its right to withdraw, this Agreement shall remain in full force and effect between the remaining Members.
- 7.4 A Member withdrawing from RMEB shall make payment to the Board its prorated share of any damages or penalties for which the remaining Counties may be liable and pay its equal and proportional share of the Board's financial liability. RMEB and the remaining Members shall make reasonable efforts to mitigate the damages which may be incurred as a result of the withdrawal of any County.
- 7.5 The withdrawing Member shall be paid a proportionate share of the liquid, unencumbered, surplus monies in proportion to its capital contribution, less any un-recouped funds owing to RMEB. Nothing in this section shall be construed as requiring RMEB or any of its Members to repay a withdrawing Member dollar for dollar its capital contribution, nor shall it be construed as alleviating the withdrawing Members obligations under § 7.4 or other agreements.

ARTICLE VIII. DISSOLUTION

8.1. RMEB shall be dissolved:

- a. Whenever a sufficient number of Members withdraws from RMEB to reduce the total number of Members to less than two (2); or
- b. Two-thirds (2/3) of the governing boards of the Members who have not given a notice to withdraw vote to dissolve.

A Member which has given notice of withdrawal shall not be counted under this subsection.

8.2. Upon dissolution, the remaining assets of RMEB, after payment of all obligations, shall be distributed among the then existing Members and those former Members who had been members within the previous two-year period in proportion to their contributions as determined by the Board, less any funds previously paid to them pursuant to § 7.5.

8.3 Winding-up and Distribution. Upon termination of this Agreement, RMEB shall be dissolved. The Board shall continue to exist after dissolution as long as is necessary to wind-up and conclude the affairs subject to this Agreement.

ARTICLE IX. DATA PRACTICES AND PROCEDURES

All Members agree to comply with state and federal statutes and rules regulating data, particularly the collection, creation, receipt, maintenance, storage, or dissemination of private data, nonpublic and confidential data, as defined and regulated by the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, and or any other applicable state or federal laws.

ARTICLE X. AMENDMENTS

- 10.1 Amendments to this Agreement may be proposed either by the Board or by governing boards of Members. Some changes may be mandated by law. Notice of proposed changes shall be served on the Members by certified mail not later than 60 days prior to the proposed change unless an earlier date is mandated by a change in law. Service shall be accomplished by notice to the County Administrator/Coordinator, County Auditor and the voting Director.
- 10.2 Amendments to this Agreement must be approved by a two-thirds (2/3) vote of governing boards of Members who have not given a notice to withdraw, and

shall be approved by the governing boards of Members at least 30 days prior to the effective date.

- 10.3 Adopted amendments shall remain in full force and effect, subject to the terms stated herein, until such time as this Agreement is terminated.

ARTICLE XI. INDEMNIFICATION AND HOLD HARMLESS

- 11.1 RMEB shall be considered a separate and distinct public entity to which the Members have transferred all responsibility and control for actions taken pursuant to this Agreement. RMEB shall comply with all laws and rules that govern a public entity in the State of Minnesota and shall be entitled to the protections of Minnesota Statutes Chapter 466.
- 11.2 RMEB shall fully defend, indemnify and hold harmless the signatory Members and Board Members against all claims, losses, liability, suits, judgments, costs and expenses by reason of the action or inaction of the employees or agents of RMEB. This agreement to indemnify and hold harmless does not constitute a waiver by any Party/Member of limitations on liability under Minnesota Statutes section 466.04.
- 11.3 To the full extent permitted by law, actions by the Parties/Members pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the Members that they shall be deemed a "single governmental unit" for the purposes of liability, all as set forth in Minnesota Statutes section 471.59, subdivision 1(a); provided further that for purposes of that statute, each Member party to this Agreement expressly declines responsibility for the acts or omissions of the other party.
- 11.4 The Parties/Members to this Agreement are not liable for the acts or omissions of the other Parties/Members to this Agreement except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other Parties/Members.

ARTICLE XII. ARBITRATION

Any dispute or controversy between a County and the Board arising out of or related to the execution, performance, interpretation or breach of this agreement, or any of its terms or conditions shall, at the election of either party, be submitted for resolution to an arbitrator selected and acting in accordance with arbitration rules promulgated by the American Arbitration Association. Any decision by such arbitrator shall be final, subject to the rights of appeal, modification, verification, or confirmation before a court of competent jurisdiction.

ARTICLE XIII. GOVERNING LAW, FINALITY, SEVERABILITY

- 13.1 Governing Law. This Agreement shall be governed by and construed according to the laws of the State of Minnesota. Any legal proceedings taken arising out of the terms and conditions of the Agreement shall be venued in the district courts of the State of Minnesota.
- 13.2 Severability. The provisions of this Agreement are severable. If any section, paragraph, subdivision, sentence, clause or phrase of the Agreement is held to be contrary to law, rule, or regulation having the force and effect of law, such decision shall not affect the remaining portions of this Agreement.
- 13.3 Final Agreement. It is understood and agreed that the entire agreement of the parties is contained here and that this contract supersedes all oral or written agreements and negotiations between the parties relating to this subject matter. All items referred to in this Agreement are incorporated or attached and deemed to be part of the Agreement. This Agreement may be executed in multiple parts.

ARTICLE XIV. DURATION

This Agreement shall continue in effect indefinitely, unless terminated in accordance with its terms, or superseded by a subsequent joint powers agreement specifically related to the purposes of this Agreement.

ARTICLE XV. NOTICE

Notice as required under this Agreement shall be given in writing by certified mail, electronically via an application such as DocuSign, or personal service with affidavit of service to the County Administrator/County Coordinator, County Auditor, and voting Director and the Board Chair of RMEB as well as RMEB staff.

ARTICLE XVI. COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

By virtue of the duly authorized signatures set forth below, the Counties hereby make this Agreement.

COTTONWOOD COUNTY

BY:

Chair

ATTEST:

Clerk to the County Board

FARIBAULT COUNTY

BY:

Chair

ATTEST:

Clerk to the County Board

JACKSON COUNTY

BY:

Chair

ATTEST:

Clerk to the County Board

LINCOLN COUNTY

BY:

Chair

ATTEST:

Clerk to the County Board

LYON COUNTY

BY:

Chair

ATTEST:

Clerk to the County Board

MARTIN COUNTY

BY:

Chair

ATTEST:

Clerk to the County Board

MOWER COUNTY

BY:

Chair

ATTEST:

Clerk to the County Board

MURRAY COUNTY

BY:

Chair

ATTEST:

Clerk to the County Board

NOBLES COUNTY

BY:

Chair

ATTEST:

Clerk to the County Board

PIPESTONE COUNTY

BY:

Chair

ATTEST:

Clerk to the County Board

REDWOOD COUNTY

BY:

Chair

ATTEST:

Clerk to the County Board

RENVILLE COUNTY

BY:

Chair

ATTEST:

Clerk to the County Board

ROCK COUNTY

BY:

Chair

ATTEST:

Clerk to the County Board

WATONWAN COUNTY

BY:

Chair

ATTEST:

Clerk to the County Board

BLUE EARTH COUNTY

BY:

Chair

ATTEST:

Clerk to the County Board

FREEBORN COUNTY

BY:

Chair

ATTEST:

Clerk to the County Board

BROWN COUNTY

BY:

Chair

ATTEST:

Clerk to the County Board

NICOLLET COUNTY

BY:

Chair

ATTEST:

Clerk to the County Board

Nicollet County Board of Commissioners
Board Meeting Agenda Item



Agenda Item: PACE of MN Assessment		
Primary Originating Division/Dept.: Administration	Meeting Date: 12/14/2021	
Contact: Mandy Landkamer Title: County Administrator	Item Type: Regular Agenda (Select One)	
Amount of Time Requested 5 minutes		
Presenter: Mandy Landkamer Title: County Administrator	Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No	
County Strategy: Programs and Services - deliver value-added quality services (Select One)		
BACKGROUND/JUSTIFICATION: Consideration of the resolution for placement of special assessment on a property for a loan obtained through the Property Assessed Clean Energy Program (PACE). The total loan amount is \$1,000,000.00. The interest rate is 6.13% and will be paid back over a period of 19 years beginning January 1, 2023. Parcel 19.412.4145 - \$1,000,000.00		
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 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 the resolution.		
FISCAL IMPACT: No fiscal impact (Select One) If "Other", specify	FUNDING County Dollars = Other (Select One)	
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:	Total	

**RESOLUTION OF THE NICOLLET COUNTY BOARD OF
COMMISSIONERS REGARDING PROPERTY ASSESSED CLEAN
ENERGY PROGRAM SPECIAL ASSESSMENTS**

WHEREAS, Nicollet County has adopted a resolution to designate the Port Authority of the City of St. Paul (the "Port Authority") to implement and administer the Property Assessed Clean Energy Program ("PACE of MN") on behalf of the County to finance energy improvements; and

WHEREAS, the Port Authority established PACE of MN to finance the acquisition and construction or installation of energy efficiency and conservation improvements on properties located throughout the State of Minnesota through the use of special assessments pursuant to Minnesota Statutes Sections 216C.435 and 216C.436 and Chapter 429 and 471.59; and

WHEREAS; certain loans have been finalized and the special assessment have been processed to be assigned to the properties.

NOW THEREFORE, BE IT RESOLVED that the Nicollet County Board of Commissioners do hereby authorize the placement of special assessments on the property listed below:

PACE Special Assessment

PARCEL #	ACTUAL COST
19.412.4145	\$ 1,000,000.00

Dated this 14th day of December, 2021

Terry Morrow, Chair
Nicollet County Board of Commissioners

ATTEST:

Mandy Landkamer
County Administrator/Clerk to the Board

Nicollet County Board of Commissioners
Board Meeting Agenda Item



Agenda Item:		
Minnesota Opioid Settlement Resolution		
Primary Originating Division/Dept.: Administration	Meeting Date: 12/14/2021	
Contact: Mandy Landkamer Title: County Administrator	Item Type: Regular Agenda (Select One)	
Amount of Time Requested 5 minutes		
Presenter: Mandy Landkamer Title: County Administrator	Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No	
County Strategy: Programs and Services - deliver value-added quality services (Select One)		
BACKGROUND/JUSTIFICATION: <p>Consideration of the attached resolution concerning the Minnesota Opioid Settlement. As a result of over 3,000 lawsuits brought forward by states and jurisdictions against opioid manufacturer's and distributors, settlements were reached with the three largest pharmaceutical distributors in the summer of 2021. On December 3, 2021, Minnesota reached an intrastate agreement that could bring in over \$300 million to Minnesota entities over the course of 18 years. For the county to participate in this settlement, the county must adopt the attached resolution that agrees to the following:</p> <ul style="list-style-type: none"> -The State-Subdivision Agreement -Supports the multi-state settlements with McKesson, Cardinal Health, and AmeriSourceBergen and with Johnson-Johnson -Authorizes a county representative to opt into the national settlement and execute all necessary documents -Supports the amending of Minn. Stat. §256.043, subd. 3(d) to remove the provision related to settlement allocation 		
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 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 checked="" type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A		
ACTION REQUESTED:		
Approval of the resolution concerning the Opioid Settlement Agreement		
FISCAL IMPACT: NOT in current budget (Select One) If "Other", specify	FUNDING County Dollars = 0 Other TBD (Select One)	
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:	Total	

**A RESOLUTION
AUTHORIZING COUNTY STAFF TO EXECUTE ALL NECESSARY DOCUMENTS TO ENSURE COUNTY
PARTICIPATION IN THE MULTISTATE SETTLEMENTS RELATING TO OPIOID DISTRIBUTORS AND
MANUFACTURERS, AND IN THE MINNESOTA OPIOIDS STATE-SUBDIVISION MEMORANDUM OF
AGREEMENT, AND DECLARING SUPPORT FOR AN AMENDMENT TO
MINN. STAT. § 256.043, SUBD. 3(D).**

WHEREAS, the State of Minnesota and numerous Minnesota cities and counties are engaged in nationwide civil litigation against manufacturers and distributors of prescription opioids related to the opioid crisis; and

WHEREAS, the Minnesota Attorney General has signed on to multistate settlement agreements with several pharmaceutical distributors, McKesson, Cardinal Health, and AmerisourceBergen, as well as opioid manufacturer Johnson & Johnson, but those settlement agreements are still subject to sign-on by local governments and final agreement by the companies and approval by the courts; and

WHEREAS, there is a deadline of January 2, 2022, for a sufficient threshold of Minnesota cities and counties to sign on to the above-referenced multistate settlement agreements, and failure to timely sign on may diminish the amount of funds received by not only that city or county but by all Minnesota cities and counties from the settlement funds; and

WHEREAS, representatives of Minnesota's local governments, the Office of the Attorney General, and the State of Minnesota have reached agreement on the intrastate allocation of these settlement funds between the State, and the counties and cities, as well as the permissible uses of these funds, which will be memorialized in the Minnesota Opioids State-Subdivision Memorandum of Agreement (the "State-Subdivision Agreement"); and

WHEREAS, during negotiations of the State-Subdivision Agreement, representatives of Minnesota's counties prioritized flexibility in how local governments may use settlement funds for opioids abatement and remediation and advocated for counties to receive settlement allocations directly rather than using the distribution mechanism detailed in Minn. Stat. § 256.043, subd. 3(d); and

WHEREAS, in order to achieve the goals of flexibility and direct allocation, Minn. Stat. § 256.043, subd. 3(d), must be amended to remove a provision which would otherwise appropriate approximately 50 percent of the state's settlement allocation to county social service agencies for statutorily-prescribed use(s); and

WHEREAS, the State-Subdivision Agreement creates an opportunity for local governments and the State to work collaboratively on a unified vision to deliver a robust abatement and remediation plan to address the opioid crisis in Minnesota; now, therefore,

BE IT RESOLVED, Nicollet County supports and agrees to the State-Subdivision Agreement; and

BE IT FURTHER RESOLVED, Nicollet County supports and opts in to the multistate settlements with McKesson, Cardinal Health, and AmerisourceBergen, and with Johnson & Johnson; and

BE IT FURTHER RESOLVED, Nicollet County authorizes county staff to execute all necessary documents to ensure County participation in the multistate settlements, including the Participation Agreement and accompanying Release, and in the State-Subdivision Agreement; and

BE IT FURTHER RESOLVED, Nicollet County, supports the amending of Minn. Stat. § 256.043, subd. 3(d), to remove a provision which would appropriate approximately 50 percent of the state's settlement allocation to county social service agencies via the existing Opiate Epidemic Response Fund distribution mechanism for statutorily-prescribed use(s).

Dated the 14th day of December, 2021

Terry Morrow, Chair
Nicollet County Board of Commissioners

ATTEST:

Mandy Landkamer
County Administrator/Clerk to the Board

Nicollet County Board of Commissioners
Board Meeting Agenda Item



Agenda Item:		
Ag BMP Low Interest Loan Project - Septic Liens		
Primary Originating Division/Dept.: PPSD	Meeting Date: 12/14/2021	
Contact: Jaci Kopet Title: PPSD Director	Item Type: Regular Agenda (Select One)	
Amount of Time Requested 5 minutes		
Presenter: Jaci Kopet Title: PPSD Director	Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No	
County Strategy: Programs and Services - deliver value-added quality services (Select One)		
BACKGROUND/JUSTIFICATION: Consideration of the lien attachments on parcels that utilized the AgBMP loan program for septic activities. The total loan amount is \$31,200.00. The attached resolution identifies the parcels and the loan amounts.		
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 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 the lien attachment to the identified parcel on the attached resolution.		
FISCAL IMPACT: Other (Select One) If "Other", specify AGBMP Loan Program	FUNDING County Dollars = State 31,200.00 (Select One)	
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:	Total 31,200.00	

**RESOLUTION
OF THE NICOLLET COUNTY BOARD OF COMMISSIONERS
REGARDING AGBMP LOAN PROGRAM LIENS**

WHEREAS, Nicollet County has agreed to execute a program whereby the Minnesota Department of Agriculture AgBMP Loan Program funds are made available to residents of Nicollet County with the loan amount being repaid to the County through the attachment of a lien on the property benefiting, and;

WHEREAS, certain loans have been finalized and the liens have been processed to be assigned to the properties:

NOW, THEREFORE BE IT RESOLVED that the Nicollet County Board of Commissioners do hereby authorize the placement of liens on the properties listed below:

PARCEL #	<u>AgBMP LIEN ATTACHMENT #7</u>	ACTUAL COST	LIEN DATE
03.002.0605		\$13,700.00	June 24, 2021
09.034.1100		\$17,500.00	July 13, 2021

Dated this 14th day of December, 2021

Terry Morrow, Board Chair
Nicollet County Board of Commissioners

ATTEST:

Mandy Landkamer
County Administrator/Clerk to the Board

Nicollet County Board of Commissioners
Board Meeting Agenda Item



Agenda Item:

Consider Resolution to Apply for Funding for Voting Equipment Grant

Primary Originating Division/Dept.: Public Services

Meeting Date: 12/14/2021

Contact: Jaci Kopet

Title: Public Services



Item Type: Regular Agenda
(Select One)

Amount of Time Requested 5 minutes

Presenter: Jaci Kopet

Title: Public Services



Attachments: ☒ Yes ☐ No

County Strategy: Financial Security - prudent use of taxpayer resources
(Select One)

BACKGROUND/JUSTIFICATION:

This is the 3rd Vega Grant being offered by the State of Minnesota. This VEGA-3 application will be used for awarding of all the VEGA amounts available. The current VEGA-3 Grant Awards will be from the \$1,935,058.86 of available grant money.

This grant is a match grant and will pay up to 50% of optical scan (precinct ballot machines) and assisted voting devices (currently our Auto marks) and up to 75% of electron poll books. This grant has a maximum amount of \$5,000 per precinct, the amount will vary depending on how many counties apply for the grant.

Attached is a resolution for your consideration to allow Nicollet County to apply for these funds. Grants money is set to be awarded in February 14, 2022 and equipment would need to be purchases by April 29, 2022.

Supporting Documents: ☒ Attached ☐ In Signature Folder ☐ None

Prior Board Action Taken on this Agenda Item: ☒ Yes ☐ No

If "yes", when? (provide year; mm/dd/yy if known)

Approved by County Attorney's Office: ☐ Yes ☐ No ☒ N/A

ACTION REQUESTED:

Approval to apply for the election equipment grant

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:

Total

Related Financial/FTE Comments:

**NICOLLET COUNTY, MINNESOTA
RESOLUTION APPROVING NICOLLET COUNTY'S APPLICATION FOR FUNDING
FROM THE VOTING EQUIPMENT GRANT (VEGA-3)**

WHEREAS, Minnesota counties are responsible for administering elections, which includes the purchase and maintenance of supplies and election equipment; and

WHEREAS, it is essential for precincts to have functioning voting equipment so that voters are able to cast their ballot on equipment that is secure, accessible, accurate, and reliable; and

WHEREAS, Minnesota's Secretary of State (OSS) has grant funding in the amount of \$1,935,058.86 in the Voting Equipment Grant Account to assist counties, cities, towns, and school districts with the purchase of voting equipment; and

WHEREAS, to receive funding from the Voting Equipment Grant Account, counties must submit an application to the Minnesota Secretary of State before December 17, 2021;

NOW THEREFORE BE IT RESOLVED, Nicollet County approves its application for funding from the Voting Equipment Grant; and

BE IT FURTHER RESOLVED, the County certifies that any funds awarded from the Voting Equipment Grant will be used only to purchase assistive voting technology, an electronic roster system, an electronic voting system, any individual component of an electronic voting system, or any other equipment or technology approved by the Secretary of State.

Adopted this 14th day of December 2021.

NICOLLET COUNTY BOARD OF COMMISSIONERS

Terry Morrow, Board Chair

ATTEST:

Mandy Landkamer, County Administrator

Nicollet County Board of Commissioners
Board Meeting Agenda Item



Agenda Item:		
Assessor Clerical Error Corrections and Abatements Annual Report		
Primary Originating Division/Dept.: Property Assessment	Meeting Date: 12/14/21	
Contact: Lorna Sandvik Title: County Assessor	Item Type: Regular Agenda (Select One)	
Amount of Time Requested None minutes		
Presenter: Title:	Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No	
County Strategy: Programs and Services - deliver value-added quality services (Select One)		
BACKGROUND/JUSTIFICATION: <p>Per the Nicollet County Abatement Policy, a list of property tax abatements granted for taxes payable in 2021 (2020 for Local Option Disaster Abatements) is attached for the Board's information.</p> <p>As required by Minnesota Statute 273.01, the assessor is submitting a list of clerical error corrections made to the 2021 assessment for taxes payable in 2022.</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 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:		
None		
FISCAL IMPACT: NOT in current budget (Select One) If "Other", specify	FUNDING County Dollars = Grant (Select One)	See Attached
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:	Total	

2021 ABATEMENT/CLERICAL ERROR REPORT

ABATEMENTS - 2020 ASSESSMENT FOR TAXES PAYABLE IN 2021

Parcel #	Owner	Error Corrected	Refund Amount
11.105.0100	Clellan Weldy	Cross-County Value	\$160*
13.001.0505	Joel Black	Cross-County Value	\$134*
18.012.1200	Francis Neubert	Exclusion Removed	(\$2,622)*

**Correction made prior to printing/ mailing of property tax statement

LOCAL OPTION DISASTER ABATEMENTS - TAXES PAYABLE IN 2020 (REFUNDED IN 2021)

Parcel #	Owner	Disaster	Refund Amount	Pay 2021 Credit
01.010.0600	Jeremy & Janell Larson	Fire damaged home 10/19/20	\$356	\$370
03.023.1200	Nelson Point Wildlife	Fire destroyed cabin 11/9/20	\$22	\$23
01.019.0500	Nelson Farms LLC	Fire destroyed barns 2/28/20	\$260	\$276
19.644.0035	Ray Victor Swenson	Fire damaged apt. 6/4/20	\$2,005	\$2,066
12.011.1110	Karen Jewison	First destroyed home 1/26/20	\$1,404	\$1,469

Local Option Disaster AbateMENTS for disasters occurring during 2020 are processed after 12/31/2020.

CLERICAL ERROR CORRECTIONS - 2021 ASSESSMENT FOR TAXES PAYABLE IN 2022

Parcel #	Owner	Error Corrected	Original EMV	Corrected EMV
01.109.0410	Milbrath	Classification (Ag to Res)	\$1,500	\$1,500

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

The Nicollet County Drainage Authority met in regular session on Tuesday, November 23, 2021 at 10:23 am with Chair Morrow presiding. Commissioners Marie Dranttel, John Luepke and Jack Kolars were also present. Also present were County Administrator Mandy Landkamer, Property & Public Services Director Jaci Kopet, and Recording Secretary Sarah Frahm.

Agenda

Motion by Commissioner Luepke and seconded by Commissioner Dranttel to approve the agenda. Motion carried with all voting in favor.

Consent Agenda

Motion by Commissioner Dranttel and seconded by Commissioner Luepke to approve the consent agenda items as follows: approval of the November 9, 2021 Drainage Authority minutes. Motion carried with all voting in favor.

Adjourn

Motion by Commissioner Dranttel and seconded by Commissioner Morrow to adjourn the Drainage Authority Meeting. Motion carried with all voting in favor.

Chair Morrow adjourned the meeting at 10:24 a.m.

TERRY MORROW, CHAIR
BOARD OF COMMISSIONERS

ATTEST:

MANDY LANDKAMER
CLERK TO THE BOARD

Nicollet County Drainage
Authority Meeting
Agenda Item

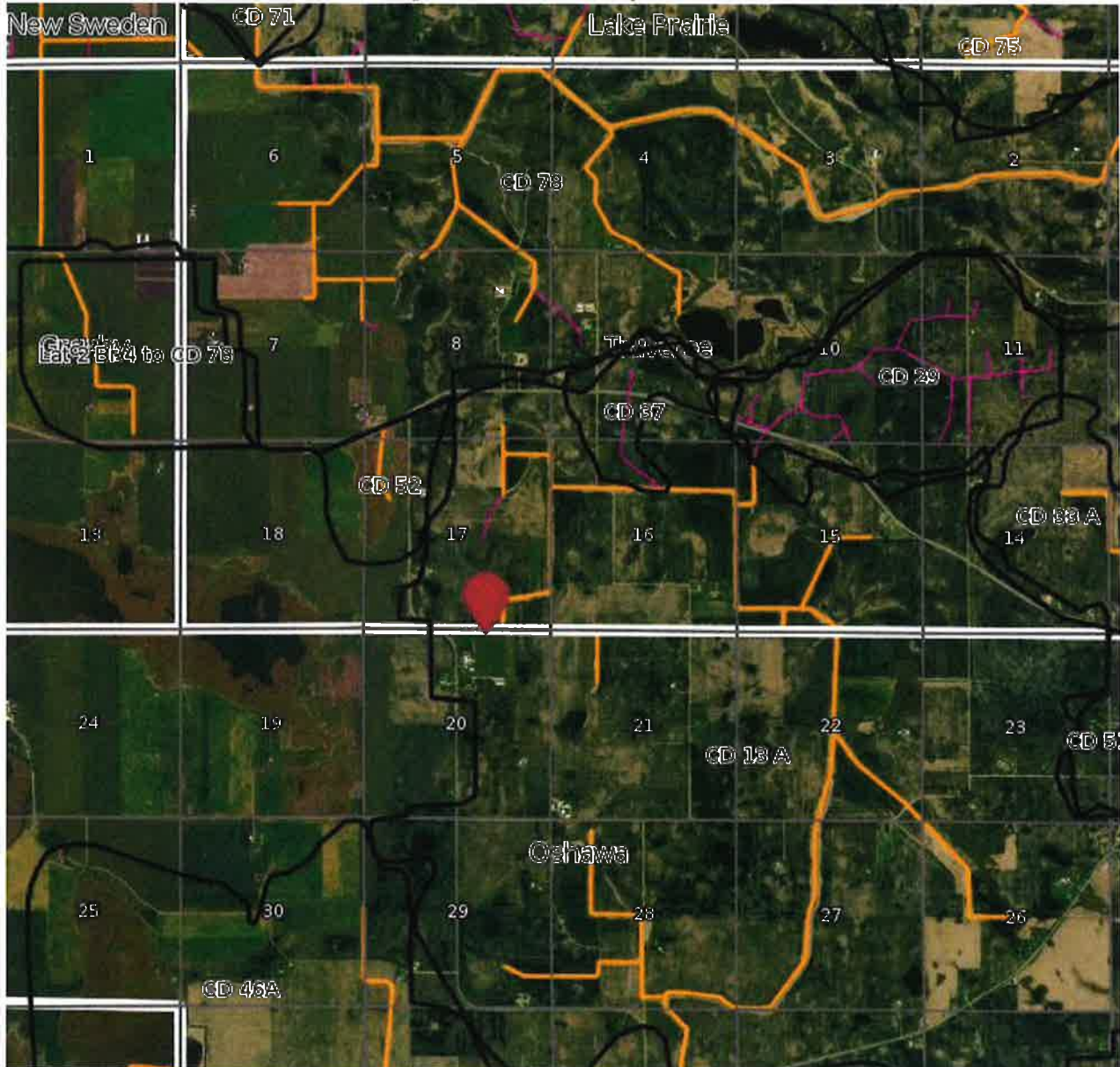


Agenda Item: Consider ditch repair report 21-024 through 21-032						
Primary Originating Division/Dept.: Public Works Contact: Nate Henry Title: Drainage Inspector Amount of Time Requested 0 minutes Presenter: Nate Henry Title: Drainage Inspector	Meeting Date: 12/14/2021 Item Type: Consent Agenda <small>(Select One)</small>					
Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No						
County Strategy: Facilities and Space - preserve, maintain and build our assets <small>(Select One)</small>						
BACKGROUND/JUSTIFICATION: See attached ditch repair reports						
Supporting Documents: <input checked="" type="radio"/> Attached <input type="radio"/> In Signature Folder <input 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: Approve ditch repair reports 21-024 through 21-032.						
FISCAL IMPACT: Other <small>(Select One)</small> If "Other", specify	FUNDING Drainage Authority Dollars =					
FTE IMPACT: No FTE change <small>(Select One)</small> If "Increase or "Decrease" specify: Related Financial/FTE Comments:	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Other <small>(Select One)</small></td> <td style="width: 50%; text-align: right;">\$38,300.00</td> </tr> <tr> <td>Total</td> <td style="text-align: right;">\$38,300.00</td> </tr> </table>		Other <small>(Select One)</small>	\$38,300.00	Total	\$38,300.00
Other <small>(Select One)</small>	\$38,300.00					
Total	\$38,300.00					

NICOLLET COUNTY DRAINAGE DEPARTMENT REPAIR REPORT

For Staff Documentation & Contractor Information

County Ditch 13-A Repair #21-024



▼ Municipalities	▼ Public Drainage Systems	▼ Drainage System Watersheds
▼ Townships	Open Ditch	▼ Roads
▼ Sections	Shallow Ditch	Interstate
▼ County Boundary	Tile	U.S. and State Hwy
▼ Parcels	▼ Streams	CSAH
	Protected Natural	County Road
	Protected Altered	Township Road
	Other Perennial/Intermittent	City Street
	▼ Private Drainage	
	Drainage Outlet	
	Open Ditch	

NICOLLET COUNTY DRAINAGE DEPARTMENT REPAIR REPORT

For Staff Documentation & Contractor Information

OVERVIEW

Date Repair Was Created:	2021-10-19	Branch:	1-A
Problem/Proposed Work:	A concrete ditch crossing is separated and leaking fill through the joints. The landowner is requesting the ditch system repair and install adjustable ties to hold the crossing together.		
Ditch Repair:			
Tile Repair:			
FEMA Event:	False	FEMA Date:	

REPAIR LOCATION DETAILS

Commissioner District:	2	Township:	Oshawa
Twp:	110N	Range:	27W
Section:	20	Qtr-Qtr Section:	
Latitude:	44.333711	Longitude:	-94.088557
Parcel Number:	1320200006		
Location Details:			

PERSON REQUESTING REPAIR

Name	Address	Phone
SEITZER BERNITA K LE	1010 MADISON ST SAINT PETER MN 56082	

LANDOWNER

Name	Address	Phone
SEITZER BERNITA K LE	1010 MADISON ST SAINT PETER MN 56082	

STATUS LOG

Action	Date	Initials	Notes
For Review	10/19/2021	nhenry	

DRAINAGE AUTHORITY ACTIONS

Action	Date	Board Date	Initials	Notes
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REPAIR ESTIMATES

Order	Date	Contractor	Total Cost	Notes
1	2021-10-19	Lafayette Excavating	3000.00	

REPAIR INVOICES

Order	Date	Contractor	%Complete	Total Cost	Notes
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INSPECTION LOG

Date	Initials	Notes
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NICOLLET COUNTY DRAINAGE DEPARTMENT REPAIR REPORT

For Staff Documentation & Contractor Information

County Ditch 4 Repair #21-025



▼ Municipalities	▼ Public Drainage Systems	▼ Drainage System Watersheds
▼ Townships	Open Ditch	▼ Roads
▼ Sections	Shallow Ditch	Interstate
▼ County Boundary	Tile	U.S. and State Hwy
▼ Parcels	▼ Streams	CSAH
	Protected Natural	County Road
	Protected Altered	Township Road
	Other Perennial/Intermittent	City Street
	▼ Private Drainage	
	Drainage Outlet	
	Open Ditch	

NICOLLET COUNTY DRAINAGE DEPARTMENT REPAIR REPORT

For Staff Documentation & Contractor Information

OVERVIEW

Date Repair Was Created:	2021-10-27	Branch:	main
Problem/Proposed Work:	Beavers have built a dam at the outlet of middle lake. The landowner is requesting the ditch system remove the beavers and the dam.		
Ditch Repair:			
Tile Repair:			
FEMA Event:	False	FEMA Date:	

REPAIR LOCATION DETAILS

Commissioner District:	2	Township:	Granby
Twp:	110N	Range:	28W
Section:	34	Qtr-Qtr Section:	
Latitude:	44.273015	Longitude:	-94.184031
Parcel Number:	1234300009		
Location Details:			

PERSON REQUESTING REPAIR

Name	Address	Phone
MARVIN E KROHN	43527 COUNTY ROAD 4 NICOLLET MN 56074	

LANDOWNER

Name	Address	Phone
MARVIN E KROHN	43527 COUNTY ROAD 4 NICOLLET MN 56074	

STATUS LOG

Action	Date	Initials	Notes
For Review	10/27/2021	nhenry	

DRAINAGE AUTHORITY ACTIONS

Action	Date	Board Date	Initials	Notes
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REPAIR ESTIMATES

Order	Date	Contractor	Total Cost	Notes
1	2021-10-27	Sample Vendor	800.00	





















REPAIR INVOICES

Order	Date	Contractor	%Complete	Total Cost	Notes
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INSPECTION LOG

Date	Initials	Notes
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For Staff Documentation & Contractor Information

Legend		
▼ Municipalities	▼ Public Drainage Systems	▼ Drainage System Watersheds
	 Open Ditch	
▼ Townships	 Shallow Ditch	▼ Roads
	 Tile	 Interstate
▼ Sections	▼ Streams	 U.S. and State Hwy
	 Protected Natural	 CSAH
▼ County Boundary	 Protected Altered	 County Road
	 Other Perennial/Intermittent	 Township Road
▼ Parcels	▼ Private Drainage	 City Street
	 Drainage Outlet	
	 Open Ditch	

NICOLLET COUNTY DRAINAGE DEPARTMENT REPAIR REPORT

For Staff Documentation & Contractor Information

OVERVIEW

Date Repair Was Created:	2021-11-15	Branch:	main
Problem/Proposed Work:	A concrete ditch crossing is separating and leaking fill. The landowner is requesting the ditch system repair the crossing.		
Ditch Repair:	Culvert/Crossing		
Tile Repair:			
FEMA Event:	False	FEMA Date:	

REPAIR LOCATION DETAILS

Commissioner District:	5	Township:	Bernadotte
Twp:	111N	Range:	29W
Section:	34	Qtr-Qtr Section:	
Latitude:	44.385243	Longitude:	-94.277044
Parcel Number:	0534400004		
Location Details:			

PERSON REQUESTING REPAIR

Name	Address	Phone
RANDALL A ASCHENBRENNER	40636 521ST AVE NEW ULM MN 56073	

LANDOWNER

Name	Address	Phone
RANDALL A ASCHENBRENNER	40636 521ST AVE NEW ULM MN 56073	

STATUS LOG

Action	Date	Initials	Notes
For Review	11/15/2021	nhenry	

DRAINAGE AUTHORITY ACTIONS

Action	Date	Board Date	Initials	Notes
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REPAIR ESTIMATES

Order	Date	Contractor	Total Cost	Notes
1	2021-11-15	Lafayette Excavating	4000.00	

REPAIR INVOICES

Order	Date	Contractor	%Complete	Total Cost	Notes
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INSPECTION LOG

Date	Initials	Notes
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NICOLLET COUNTY DRAINAGE DEPARTMENT REPAIR REPORT

For Staff Documentation & Contractor Information

County Ditch 71-A Repair #21-027



▼ Municipalities	▼ Public Drainage Systems	▼ Drainage System Watersheds
▼ Townships	Open Ditch	▼ Roads
▼ Sections	Shallow Ditch	Interstate
▼ County Boundary	Tile	U.S. and State Hwy
▼ Parcels	▼ Streams	CSAH
	Protected Natural	County Road
	Protected Altered	Township Road
	Other Perennial/Intermittent	City Street
	▼ Private Drainage	
	Drainage Outlet	
	Open Ditch	

NICOLLET COUNTY DRAINAGE DEPARTMENT REPAIR REPORT

For Staff Documentation & Contractor Information

OVERVIEW

Date Repair Was Created:	2021-11-23	Branch:	5
Problem/Proposed Work:	The county tile is plugged with dirt and holding back water. The landowner is requesting the ditch system repair and clear the plugged tile.		
Ditch Repair:			
Tile Repair:			
FEMA Event:	False	FEMA Date:	

REPAIR LOCATION DETAILS

Commissioner District:	1	Township:	Lake Prairie
Twp:	111N	Range:	27W
Section:	30	Qtr-Qtr Section:	
Latitude:	44.389608	Longitude:	-94.109119
Parcel Number:	0730400002		
Location Details:			

PERSON REQUESTING REPAIR

Name	Address	Phone
JOSEPH M JR BAUER	42098 COUNTY ROAD 15 SAINT PETER MN 56082	

LANDOWNER

Name	Address	Phone
JOSEPH M JR BAUER	42098 COUNTY ROAD 15 SAINT PETER MN 56082	

STATUS LOG

Action	Date	Initials	Notes
For Review	11/23/2021	nhenry	

DRAINAGE AUTHORITY ACTIONS

Action	Date	Board Date	Initials	Notes
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REPAIR ESTIMATES

Order	Date	Contractor	Total Cost	Notes
1	2021-11-23	Lafayette Excavating	5000.00	

REPAIR INVOICES

Order	Date	Contractor	%Complete	Total Cost	Notes
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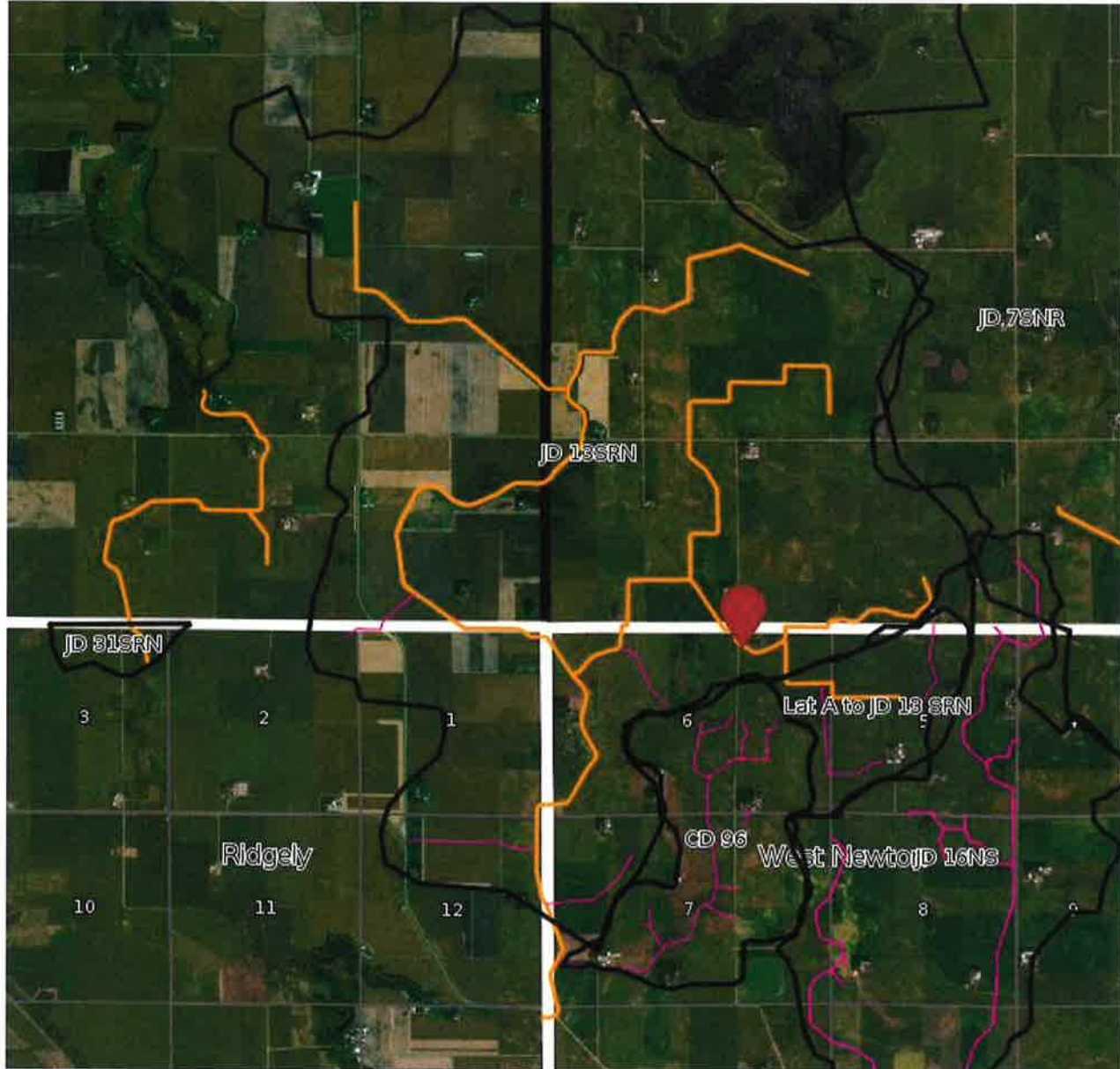
INSPECTION LOG

Date	Initials	Notes
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NICOLLET COUNTY DRAINAGE DEPARTMENT REPAIR REPORT

For Staff Documentation & Contractor Information

Judicial Ditch 13 Repair #21-028



▼ Municipalities	▼ Public Drainage Systems	▼ Drainage System Watersheds
▼ Townships	Open Ditch	▼ Roads
▼ Sections	Shallow Ditch	Interstate
▼ County Boundary	Tile	U. S. and State Hwy
▼ Parcels	▼ Streams	CSAH
	Protected Natural	County Road
	Protected Altered	Township Road
	Other Perennial/Intermittent	City Street
	▼ Private Drainage	
	Drainage Outlet	
	Open Ditch	

NICOLLET COUNTY DRAINAGE DEPARTMENT REPAIR REPORT

For Staff Documentation & Contractor Information

OVERVIEW

Date Repair Was Created:	2021-11-23	Branch:	main
Problem/Proposed Work:	Beavers have built multiple dams in the county ditch. A landowner up stream is requesting the ditch system destroy the beaver and remove the dam.		
Ditch Repair:			
Tile Repair:			
FEMA Event:	False	FEMA Date:	

REPAIR LOCATION DETAILS

Commissioner District:	5	Township:	West Newton
Twp:	111N	Range:	31W
Section:	6	Qtr-Qtr Section:	
Latitude:	44.463007	Longitude:	-94.622025
Parcel Number:	0306200001		
Location Details:			

PERSON REQUESTING REPAIR

Name	Address	Phone
Lynn Forst		

LANDOWNER

Name	Address	Phone
EDWARD J KOKESCH	66251 340TH ST GIBBON MN 55335	

STATUS LOG

Action	Date	Initials	Notes
For Review	11/23/2021	nhenry	

DRAINAGE AUTHORITY ACTIONS

Action	Date	Board Date	Initials	Notes
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REPAIR ESTIMATES

Order	Date	Contractor	Total Cost	Notes
1	2021-11-23	Lafayette Excavating	500.00	

REPAIR INVOICES

Order	Date	Contractor	%Complete	Total Cost	Notes
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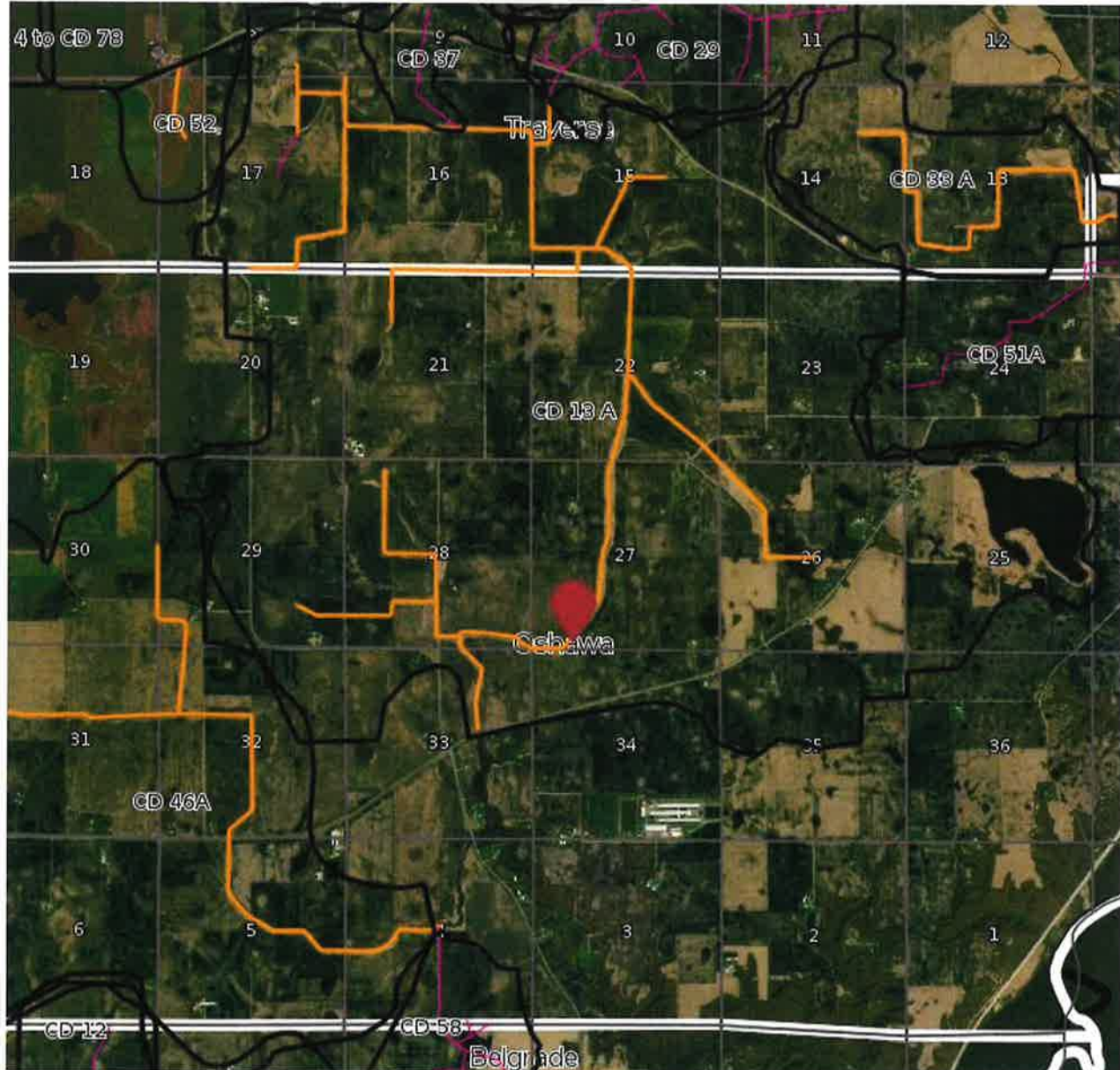
INSPECTION LOG

Date	Initials	Notes
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NICOLLET COUNTY DRAINAGE DEPARTMENT REPAIR REPORT

For Staff Documentation & Contractor Information

County Ditch 13-A Repair #21-029



▼ Municipalities	▼ Public Drainage Systems	▼ Drainage System Watersheds
▼ Townships	Open Ditch	▼ Roads
▼ Sections	Shallow Ditch	Interstate
▼ County Boundary	Tile	U.S. and State Hwy
▼ Parcels	▼ Streams	CSAH
	Protected Natural	County Road
	Protected Altered	Township Road
	Other Perennial/Intermittent	City Street
	▼ Private Drainage	
	Drainage Outlet	
	Open Ditch	

NICOLLET COUNTY DRAINAGE DEPARTMENT REPAIR REPORT

For Staff Documentation & Contractor Information

OVERVIEW

Date Repair Was Created:	2021-11-30	Branch:	main
Problem/Proposed Work:	A concrete ditch crossing is separating and leaking fill. The landowner is requesting the ditch system repair the crossing.		
Ditch Repair:	Culvert/Crossing		
Tile Repair:			
FEMA Event:	False	FEMA Date:	

REPAIR LOCATION DETAILS

Commissioner District:	2	Township:	Oshawa
Twp:	110N	Range:	27W
Section:	27	Qtr-Qtr Section:	
Latitude:	44.306083	Longitude:	-94.066326
Parcel Number:	1327300003		
Location Details:			

PERSON REQUESTING REPAIR

Name	Address	Phone
WAYNE M MOLITOR	42878 470TH ST NICOLLET MN 56074	

LANDOWNER

Name	Address	Phone
WAYNE M MOLITOR	42878 470TH ST NICOLLET MN 56074	

STATUS LOG

Action	Date	Initials	Notes
For Review	11/30/2021	nhenry	

DRAINAGE AUTHORITY ACTIONS

Action	Date	Board Date	Initials	Notes
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REPAIR ESTIMATES

Order	Date	Contractor	Total Cost	Notes
1	2021-11-30	Lafayette Excavating	5500.00	

REPAIR INVOICES

Order	Date	Contractor	%Complete	Total Cost	Notes
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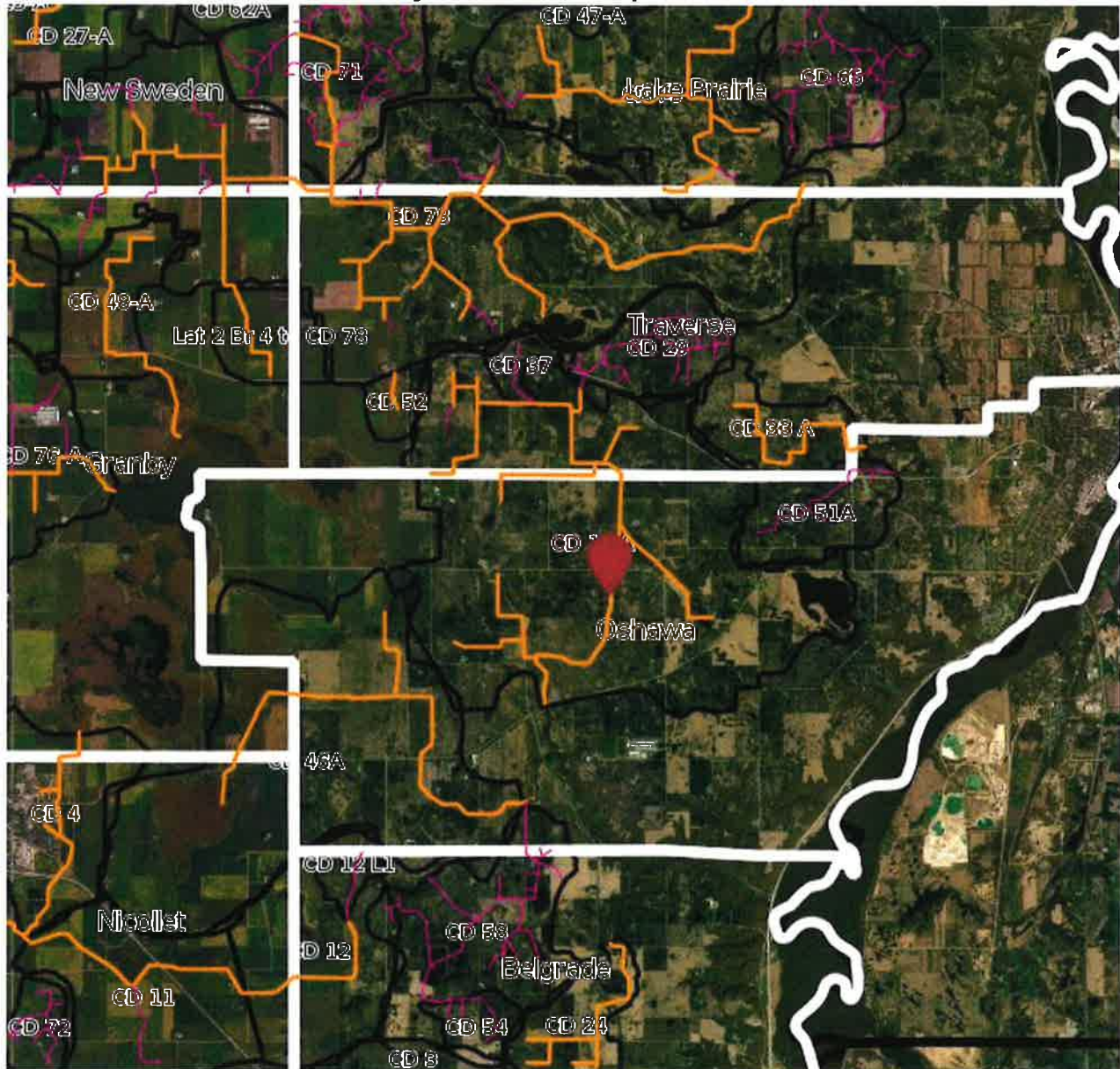
INSPECTION LOG

Date	Initials	Notes
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NICOLLET COUNTY DRAINAGE DEPARTMENT REPAIR REPORT

For Staff Documentation & Contractor Information

County Ditch 13-A Repair #21-030



▼ Municipalities	▼ Public Drainage Systems	▼ Drainage System Watersheds
▼ Townships	Open Ditch	▼ Roads
▼ Sections	Shallow Ditch	Interstate
▼ County Boundary	Tile	U.S. and State Hwy
▼ Parcels	▼ Streams	CSAH
	Protected Natural	County Road
	Protected Altered	Township Road
	Other Perennial/Intermittent	City Street
	▼ Private Drainage	
	Drainage Outlet	
	Open Ditch	

NICOLLET COUNTY DRAINAGE DEPARTMENT REPAIR REPORT

For Staff Documentation & Contractor Information

OVERVIEW

Date Repair Was Created:	2021-11-30	Branch:	main
Problem/Proposed Work:	A concrete ditch crossing pipe is separating and leaking fill. The landowner is requesting the ditch system repair the crossing.		
Ditch Repair:	Culvert/Crossing		
Tile Repair:			
FEMA Event:	False	FEMA Date:	

REPAIR LOCATION DETAILS

Commissioner District:	2	Township:	Oshawa
Twp:	110N	Range:	27W
Section:	27	Qtr-Qtr Section:	
Latitude:	44.316959	Longitude:	-94.071426
Parcel Number:	1327100003		
Location Details:			

PERSON REQUESTING REPAIR

Name	Address	Phone
Neal Johnson		

LANDOWNER

Name	Address	Phone
W BENJAMIN and PELL	44114 VALLEY VIEW DR SAINT PETER MN 56082	

STATUS LOG

Action	Date	Initials	Notes
For Review	11/30/2021	nhenry	

DRAINAGE AUTHORITY ACTIONS

Action	Date	Board Date	Initials	Notes
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REPAIR ESTIMATES

Order	Date	Contractor	Total Cost	Notes
1	2021-11-30	Lafayette Excavating	5500.00	

REPAIR INVOICES

Order	Date	Contractor	%Complete	Total Cost	Notes
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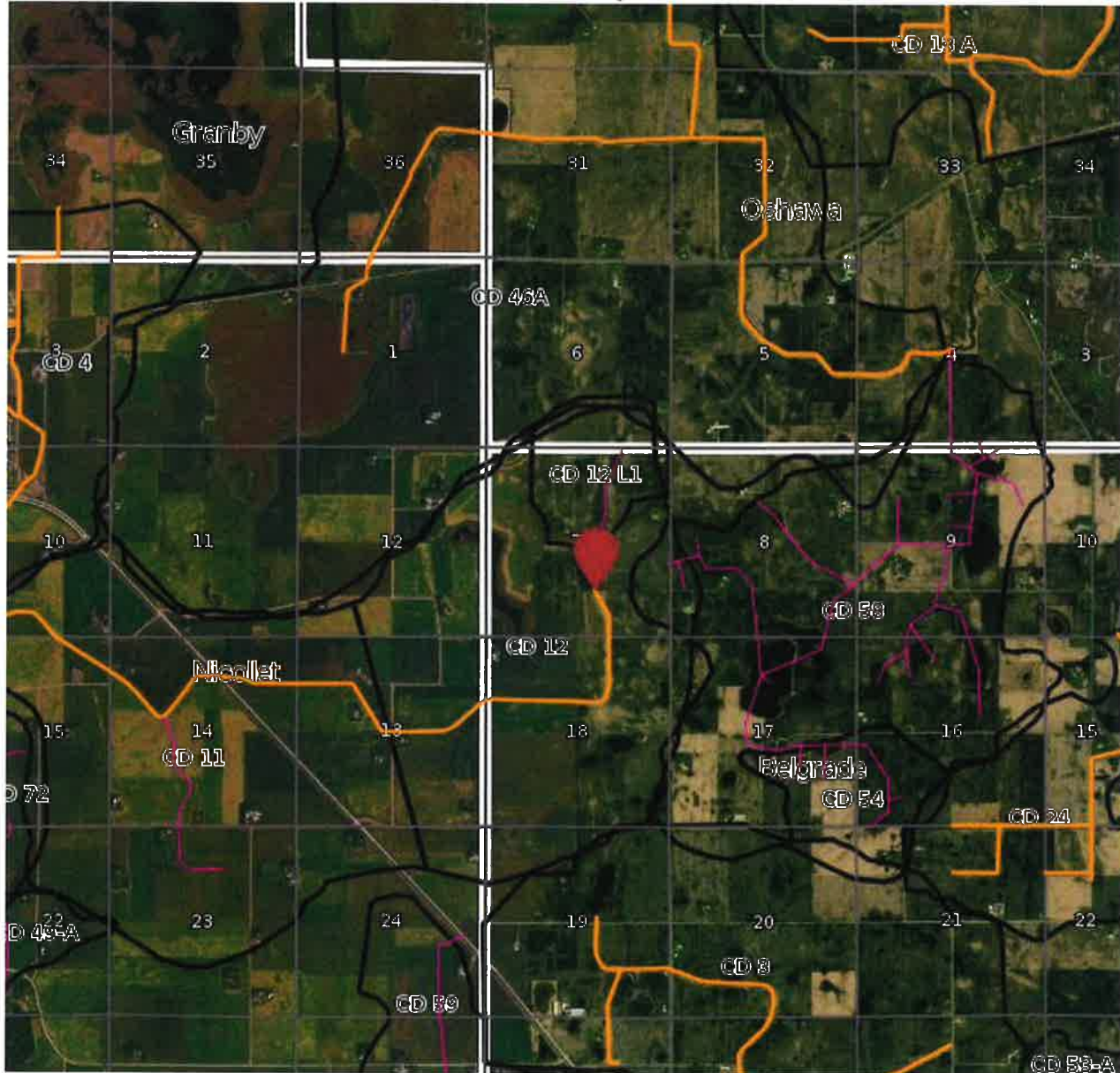
INSPECTION LOG

Date	Initials	Notes
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NICOLLET COUNTY DRAINAGE DEPARTMENT REPAIR REPORT

For Staff Documentation & Contractor Information

County Ditch 12 Repair #21-031



▼ Municipalities	▼ Public Drainage Systems	▼ Drainage System Watersheds
▼ Townships	Open Ditch	▼ Roads
▼ Sections	Shallow Ditch	Interstate
▼ County Boundary	Tile	U.S. and State Hwy
▼ Parcels	▼ Streams	CSAH
	Protected Natural	County Road
	Protected Altered	Township Road
	Other Perennial/Intermittent	City Street
	▼ Private Drainage	
	Drainage Outlet	
	Open Ditch	

**NICOLLET COUNTY
DRAINAGE DEPARTMENT
REPAIR REPORT**

For Staff Documentation & Contractor Information

OVERVIEW

Date Repair Was Created:	2021-11-30	Branch:	main
Problem/Proposed Work:	Water running over the ditch bank has created a washout. The landowner is requesting the ditch system create a riprap spillway to stabilize the ditch bank and prevent erosion.		
Ditch Repair:			
Tile Repair:			
FEMA Event:	False	FEMA Date:	

REPAIR LOCATION DETAILS

Commissioner District:	5	Township:	Belgrade
Twp:	109N	Range:	27W
Section:	7	Qtr-Qtr Section:	
Latitude:	44.261803	Longitude:	-94.121484
Parcel Number:	1807400004		
Location Details:			

PERSON REQUESTING REPAIR

Name	Address	Phone
WAYNE M MOLITOR	42878 470TH ST NICOLLET MN 56074	

LANDOWNER

Name	Address	Phone
WAYNE M MOLITOR	42878 470TH ST NICOLLET MN 56074	

STATUS LOG

Action	Date	Initials	Notes
For Review	11/30/2021	nhenry	

DRAINAGE AUTHORITY ACTIONS

Action	Date	Board Date	Initials	Notes
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REPAIR ESTIMATES

Order	Date	Contractor	Total Cost	Notes
1	2021-11-30	Lafayette Excavating	6000.00	

REPAIR INVOICES

Order	Date	Contractor	%Complete	Total Cost	Notes
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INSPECTION LOG

Date	Initials	Notes
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NICOLLET COUNTY DRAINAGE DEPARTMENT REPAIR REPORT

For Staff Documentation & Contractor Information

Judicial Ditch 20 Repair #21-032



▼ Municipalities	▼ Public Drainage Systems	▼ Drainage System Watersheds
▼ Townships	Open Ditch	▼ Roads
▼ Sections	Shallow Ditch	Interstate
▼ County Boundary	Tile	U.S. and State Hwy
▼ Parcels	▼ Streams	CSAH
	Protected Natural	County Road
	Protected Altered	Township Road
	Other Perennial/Intermittent	City Street
	▼ Private Drainage	
	Drainage Outlet	
	Open Ditch	

NICOLLET COUNTY DRAINAGE DEPARTMENT REPAIR REPORT

For Staff Documentation & Contractor Information

OVERVIEW

Date Repair Was Created:	2021-12-06	Branch:	
Problem/Proposed Work:	The landowner is requesting the ditch system clean approximately 2000' of county ditch.		
Ditch Repair:			
Tile Repair:			
FEMA Event:	False	FEMA Date:	

REPAIR LOCATION DETAILS

Commissioner District:	5	Township:	New Sweden
Twp:	111N	Range:	28W
Section:	2	Qtr-Qtr Section:	
Latitude:	44.458372	Longitude:	-94.158607
Parcel Number:	0602100007		
Location Details:			

PERSON REQUESTING REPAIR

Name	Address	Phone
CHRISTOPHER RODNING	45943 COUNTY ROAD 52 GAYLORD MN 55334	

LANDOWNER

Name	Address	Phone
CHRISTOPHER RODNING	45943 COUNTY ROAD 52 GAYLORD MN 55334	

STATUS LOG

Action	Date	Initials	Notes
For Review	12/06/2021	nhenry	

DRAINAGE AUTHORITY ACTIONS

Action	Date	Board Date	Initials	Notes
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REPAIR ESTIMATES

Order	Date	Contractor	Total Cost	Notes
1	2021-12-06	Dvorak Excavating	8000.00	

REPAIR INVOICES

Order	Date	Contractor	%Complete	Total Cost	Notes
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INSPECTION LOG

Date	Initials	Notes
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INSPECTION PHOTOS