

## Board of Commissioners and Drainage Authority Agenda

**June 28, 2022**

Commissioners: Marie Dranttel- Board Chair; Jack Kolars- Vice Chair; John Luepke; Terry Morrow; Dave Haack

- 9:00 a.m.      Call Board of Commissioners Meeting to Order: Chair Dranttel**
1. Pledge of Allegiance
  2. Silence Your Cell Phones
  3. Approval of Agenda
  4. Approval of Consent Agenda:
    - a. [June 13, 2022 County Board of Appeals & Equalization Minutes](#)
    - b. [June 14, 2022 Board Minutes](#)
    - c. [2022 DNR Boat and Water Safety Grant](#)
    - d. [Master Joint Powers Agreement with State of Minnesota \(DPS, BCA\) and Resolution](#)
    - e. [Church of St. George Exempt Gambling Permit](#)
    - f. [Approval of Bills](#)
    - g. [End of Probations](#)
  5. Public Appearances
- 9:05 a.m.      6. Human Resources**
- a. [Alternative Work Schedule Program Policy](#)
- 9:20 a.m.      7. Public Works**
- a. [Consider Award of 2022 Highway Striping Project](#)
  - b. [Consider Amendment #2 to MnDOT Agreement No. 1045974 and Resolution](#)
- 9:35 a.m.      8. Administration**
- a. [Border-to-Border Grant Application Letter of Support](#)
  - b. [American Rescue Plan Act Funds Resolution](#)
  - c. [High School State Champions Proclamations](#)
- 9:50 a.m.      9. County Attorney Update**
10. Chair's Report
  11. Commissioner Committee Reports
  12. Commissioner Meetings & Conferences
  13. Approve Per Diems and Expenses
  14. Adjourn Board of Commissioners Meeting

### Mission Statement

Providing efficient services with innovation and accountability.

### Vision Statement

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. Integrity.  
Accountability.  
Efficiency. Innovation.

## Board of Commissioners and Drainage Authority Agenda

**June 28, 2022**

Commissioners: Marie Dranttel- Board Chair; Jack Kolars- Vice Chair; John Luepke; Terry Morrow; Dave Haack

- 9:55 a.m.      Call Drainage Authority Meeting to Order: Chair Dranttel**
1. Approval of Agenda
  2. Approval of Consent Agenda:
    - a. [June 14, 2022 Drainage Authority Minutes](#)
  3. Public Appearances
- 10:00 a.m.      4. Public Services**
- a. [CD79 Continued Public Hearing on the Final Acceptance of the Improvement Project](#)
5. 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 (\*).

**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](mailto:mandy.landkamer@co.nicollet.mn.us).**

#### June 2022:

June 28 – Board of Commissioners Meeting, 9 a.m.; Nicollet County Board Room, St. Peter \*

June 28 – Drainage Authority Meeting, 9 a.m.; Nicollet County Board Room, St. Peter \*

#### July 2022:

July 12 – Board of Commissioners Meeting, 9 a.m.; Nicollet County Board Room, St. Peter \*

July 12 – Drainage Authority Meeting, 9 a.m.; Nicollet County Board Room, St. Peter \*

July 18 – Board of Adjustment and Appeals/Planning & Zoning Advisory Commission Meeting, 7 p.m.; Nicollet County Board Room, St. Peter \*

July 19 – Individual Department Head Meeting – Human Resources, 8:15 a.m.; Nicollet County Board Room, St. Peter \*

July 19 – County Board Workshop, 9:30 a.m.; Nicollet County Board Room, St. Peter\*

July 22 – Personnel Committee Meeting, Closed for LELS Licensed Mediation, 9 a.m. - 4 p.m.; Nicollet County Board Room, St. Peter

July 22 – BNEH Full Board Meeting; 9:00 a.m.; New Ulm Law Enforcement Center, 15 S Washington St, New Ulm\*

July 26 – Board of Commissioners Meeting, 9 a.m.; Nicollet County Board Room, St. Peter \*

July 26 – Drainage Authority Meeting, 9 a.m.; Nicollet County Board Room, St. Peter \*

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**OFFICIAL PROCEEDINGS OF THE  
BOARD OF APPEAL AND EQUALIZATION  
COUNTY OF NICOLLET  
June 13, 2022**

The official meeting of the Nicollet County Board of Appeals and Equalization was called to order at 6:30 p.m. at the Government Center in St. Peter, Minnesota on Monday, June 13, 2022. Present at the meeting were Commissioners Marie Dranttel, Terry Morrow, and Jack Kolars. Also present were Property & Public Services Director Jaci Kopet, County Assessor Shana Jackson, County Administrator Mandy Landkamer, and Recording Secretary Crystal Madden.

County Administrator Mandy Landkamer administered the Oath of Office to Commissioners Dranttel, Kolars, Morrow and Property & Public Services Director Jaci Kopet.

Pursuant to Minnesota Statute 274.135, at least one member of the Board of Appeals and Equalization must have received training and certification in the Minnesota Department of Revenue Appeals and Equalization course. Property & Public Services Director Jaci Kopet has completed the training and is certified.

Chair Dranttel called the meeting to order. The purpose of the meeting was for citizens to appear before the Board of Appeals and Equalization to express concerns about and appeal their assessed valuations and/or classifications. Chair Dranttel also noted that decisions on issues presented at the meeting may be made at a later time or date.

**Appeals:**

**Gregory Zegar, Vacant Land, Ridgely Township, (11.002.0400)**

Gregory Zegar appeared before the board to request a decrease in the estimated market value for vacant land located in Ridgely Township (11.002.0400).

**Mary & Arthur Milbrath, 53491 409th Ave, North Mankato (01.109.0300)**

Mary & Arthur Milbrath appeared before the board to request a decrease in the estimated market value for property located at 53491 409th Ave, North Mankato (01.109.0300).

**Dan Nuehring & Tara Rochel-Nuehring, 40967 Judson Bottom Rd, North Mankato (01.109.1100)**

Dan Nuehring & Tara Rochel-Nuehring appeared before the board to request a decrease in the estimated market value for property located at 40967 Judson Bottom Rd, North Mankato (01.109.1100).

**Donald High, 49161 Old River Bluff Rd, St. Peter (01.024.0100)**

Donald High appeared before the board to request a decrease in the estimated market value for property located at 49161 Old River Bluff Rd, St. Peter (01.024.0100).

**Thomas Hagen Trust, 927 Lake St, North Mankato (18.766.0010)**

Thomas Hagen appeared before the board to request a decrease in the estimated market value for property located at 927 Lake St, North Mankato (18.766.0010).

**Darin & Rebecca Willette, 40806 486th St, North Mankato (01.016.0300)**

Darin Willette appeared before the board to request a decrease in the estimated market value for property located at 40806 486th St, North Mankato (01.016.0300).

**Paul Karpinsky, 101 Staley Ln, North Mankato (18.537.0020)**

Paul Karpinsky appeared before the board to request a decrease in the estimated market value for property located at 101 Staley Ln, North Mankato (18.537.0020).

**Stanley & Josephine Stokesbary, 40997 Judson Bottom Rd, North Mankato (01.109.1000)**

Stanley Stokesbary appeared before the board to request a decrease in the estimated market value for property located at 40997 Judson Bottom Rd, North Mankato (01.109.1000).

**Steven & Wendy Johnson, 41116 Judson Bottom Rd, North Mankato (01.108.0600)**

Steve Johnson appeared before the board to request a decrease in the estimated market value for property located at 41116 Judson Bottom Rd, North Mankato (01.108.0600).

**Assessor Recommendations:**

**Jessica Anderson (Spouse of Nathan Anderson), 471 Skyview Ave., Lafayette (PIN 15.792.0300)**

The County Assessor recommends reducing the 2022 proposed estimated market value from \$169,600 to \$133,300.

**Christian & Sandra Howe, 38885 506th St., N. Mankato (Belgrade Twp PIN 01.026.3410)**

The County Assessor recommends increasing the 2022 proposed estimated market value from \$538,200 to \$540,900.

**D Schaefer Properties LLC, 340 Pierce Ave., N. Mankato (PIN 18.889.0010)**

The County Assessor recommends reducing the 2022 proposed estimated market value from \$404,200 to \$390,500.

**Michael & Ann Atzenhoefer, 580 11th St., Lafayette (PIN 15.413.0075)**

The County Assessor recommends reducing the 2022 proposed estimated market value from \$128,700 to \$99,700.

**Lynn Fluegge, 41460 551st Ave., Nicollet - Brighton Twp (PIN 03.007.0200)**

The County Assessor recommends reducing the 2022 proposed estimated market value from \$377,000 (as approved by the Brighton LBAE) to \$355,200.

**Motions:**

The Board discussed the appeal requests and Assessor recommendations and made the following motions:

Motion by Commissioner Kolars and seconded by Commissioner Dranttel to affirm the value for the Gregory Zegar vacant lot located in Ridgely Township (11.002.0400) with no change. On a vote, motion carried 4-0, with all Commissioners and Property & Public Services Director voting yes.

Motion by Property & Public Services Director Kopet and seconded by Commissioner Kolars to affirm the value for the Mary & Arthur Milbrath property located on 53491 409<sup>th</sup> Ave, North Mankato (01.109.0300) with no change. On a vote, motion carried 4-0, with all Commissioners and Property & Public Services Director voting yes.

Motion by Commissioner Dranttel and seconded by Commissioner Morrow to decrease the value for the Dan Nuehring & Tara Rochel-Nuehring property, located at 40967 Judson Bottom Rd, North Mankato (01.109.1100) from \$635,800 to \$615,000. On a vote, motion carried 4-0, with all Commissioners and Property & Public Services Director voting yes.

Motion by Property & Public Services Director Kopet and seconded by Commissioner Morrow to affirm the value for the Steven & Wendy Johnson property located at 41116 Judson Bottom Rd, North Mankato (01.108.0600) with no change. On a vote, motion carried 4-0, with all Commissioners and Property & Public Services Director voting yes.

Motion by Commissioner Morrow and seconded by Commissioner Kolars to decrease the value for the Donald High property located at 49161 Old River Bluff Rd, St. Peter (01.024.0100) from \$600,500 to \$562,400. On a vote, motion carried 4-0, with all Commissioners and Property & Public Services Director voting yes.

Motion by Commissioner Morrow and seconded by Commissioner Kolars to affirm the value for the Thomas Hagen Trust property located at 927 Lake St, North Mankato (18.766.0010) with no change. On a vote, motion carried 4-0, with all Commissioners and Property & Public Services Director voting yes.

Motion by Commissioner Morrow and seconded by Commissioner Kolar to decrease the value for the Darin & Rebecca Willette property, located at 40806 486th St, North Mankato (01.016.0300) from \$528,200 to \$501,100. On a vote, motion carried 4-0, with all Commissioners and Property & Public Services Director voting yes.

Motion by Property & Public Services Director Kopet and seconded by Commissioner Dranttel to affirm the value for the Paul Karpinsky property, located at 101 Staley Ln, North Mankato (18.537.0020) with no change. On a vote, motion carried 3-1, with Property & Public Services Director Kopet, Commissioners Dranttel and Morrow voting yes, and Commissioner Kolars abstaining.

Motion by Property & Public Services Director Kopet and seconded by Commissioner Kolars to affirm the value for the Stanley & Josephine Stokesbary property, located at 40997 Judson Bottom Rd, North Mankato (01.109.1000) with no change. On a vote, motion carried 4-0, with all Commissioners and Property & Public Services Director voting yes.

Motion by Property & Public Services Director Kopet and seconded by Commissioner Kolars to approve the assessor's recommendation to reduce the 2022 proposed EMV for PIN 15.792.0300 owned by Jessica & Nathan Anderson from \$169,600 to \$133,300. On a vote, motion carried 4-0, with all Commissioners and Property & Public Services Director voting yes.

Motion by Commissioner Dranttel and seconded by Property & Public Services Director Kopet to approve the assessor's recommendation to increase the 2022 proposed EMV for PIN 01.026.3410 owned by Christian & Sandra Howe from \$538,200 to \$540,900. On a vote, motion carried 4-0, with all Commissioners and Property & Public Services Director voting yes.

Motion by Commissioner Dranttel and seconded by Property & Public Services Director Kopet to approve the assessor's recommendation to reduce the 2022 proposed EMV for PIN 18.889.0010 owned by D Schaefer Properties LLC from \$404,200 to \$390,500. On a vote, motion carried 4-0, with all Commissioners and Property & Public Services Director voting yes.

Motion by Commissioner Morrow and seconded by Property & Public Services Director Kopet to approve the assessor's recommendation to reduce the 2022 proposed EMV for PIN 15.413.0075 owned by Michael & Ann Atzenhoefer from \$128,700 to \$99,700. On a vote, motion carried 4-0, with all Commissioners and Property & Public Services Director voting yes.

Motion by Commissioner Morrow and seconded by Property & Public Services Director Kopet to approve the assessor's recommendation to reduce the 2022 proposed EMV for PIN 03.007.0200 owned by Lynn Fluegge from \$377,000 (as approved by the Brighton LBAE) to \$355,200. On a vote, motion carried 4-0, with all Commissioners and Property & Public Services Director voting yes.

With no further discussion of issues to come before the Board of Appeals and Equalization, a motion was made by Commissioner Morrow and seconded by Commissioner Dranttel to adjourn the meeting. On a vote, motion carried with all Commissioners and Property & Public Services Director voting yes. Chair Dranttel adjourned the meeting at 9:15 p.m.

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MARIE DRANTTEL, CHAIR  
BOARD OF COMMISSIONERS

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SHANA JACKSON  
COUNTY ASSESSOR

ATTEST:

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JACI KOPET, CLERK TO THE BOARD  
PROPERTY & PUBLIC SERVICES DIRECTOR





**JUNE 14, 2022**  
**OFFICIAL PROCEEDINGS OF THE**  
**BOARD OF COUNTY COMMISSIONERS**

The Nicollet County Board of Commissioners met in regular session on Tuesday, June 14, 2022, at 9:00 a.m. Commissioners Marie Dranttel, Jack Kolars and Terry Morrow 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 Morrow and seconded by Commissioner Kolars to approve the agenda, with the addition of the Cybersecurity Assessment and Consulting Service item. Motion carried with all voting in favor.

**Consent Agenda**

Motion by Commissioner Morrow and seconded by Commissioner Kolars to approve the consent agenda items as follows:

1. May 24, 2022 Board Meeting Minutes;
2. Acknowledgement of the Auditor's Warrants, and approval of the Commissioner Warrants as presented for the following amounts:
  - a. General Revenue Fund - \$319,748.62;
  - b. Road & Bridge Fund - \$72,766.11;
  - c. Human Services Fund \$173,154.27;
3. End of Probation for Jordan Volk, part-time Correctional Officer, effective May 28, 2022

Motion carried with all voting in favor.

**Public Appearances**

Dennis Michels came before the Board to express concern with his proposal to expand Sawmill Campground with an additional 24 campsites. He was directed to speak with staff about his proposal and concerns.

**Public Works**

***Final Payment for Project SP 052-612-008***

Motion by Commissioner Morrow and seconded by Commissioner Kolars to approve the final payment of \$60,033.62 of the CSAH 12 grade raise and reconstruction project. Motion carried with all voting in favor.

***Final Payment for Project SP 052-613-021***

Motion by Commissioner Kolars and seconded by Commissioner Morrow to approve the final payment of \$49,137.27 of the CSAH 13 concrete overlay project. Motion carried with all voting in favor.

***Consider MnDOT Turnback Agreement #1048520 and Resolution***

Motion by Commissioner Morrow and seconded by Commissioner Kolars to approve the MnDOT Turnback Agreement #1048520 and Resolution. Motion carried with all voting in favor on a roll call vote.

**Consider MnDOT Master Partnership Contract and Resolution**

Motion by Commissioner Kolars and seconded by Commissioner Morrow to approve the MnDOT Master Partnership Contract #1050068 and Resolution. Motion carried with all voting in favor on a roll call vote.

**County Attorney**

**Cybersecurity Assessment and Consulting Service**

Motion by Commissioner Morrow and seconded by Commissioner Kolars to authorize Attorney Zehnder Fischer to enter into an agreement for services with Clifton Larson Allen, LLP for a cybersecurity assessment and consultation on policy, procedure, and system enhancement. Motion carried with all voting in favor.

**County Attorney Update:**

County Attorney Zehnder Fischer continues to attend local substance use advocacy meetings. The group was formed with the City of Mankato to begin discussion about how opioid settlement money can best be used regionally. The advocacy group has been focusing on sharing public service announcements for area services available to support those experiencing substance use issues.

**Chair's Report**

- Region 9 Revolving Loan Fund
- Region 9 Board of Directors
- Extension meeting in Nicollet
- District 7 AMC
- 1W1P
- County Board of Appeals and Equalization meeting

**Commissioner Committee Reports**

The Commissioners reported on various meetings and activities, including:

**Commissioner Terry Morrow**

- Canvass Board
- CHB Executive Board meeting
- Community Corrections meeting
- AMC Opioid Settlement discussion
- District 7 AMC
- State Public Health meeting
- County Board of Appeals and Equalization meeting

**Commissioner Jack Kolars**

- Canvass Board
- MAPO
- AMC District 7 meeting
- Area Transportation Planning meeting
- County Board of Appeals and Equalization meeting

**Approve Per Diems and Expenses**



Motion by Commissioner Morrow 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 Commissioner Morrow and seconded by Commissioner Kolars to adjourn the meeting. Motion carried with all voting in favor. The meeting adjourned at 9:39 a.m.

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MARIE DRANTTEL, CHAIR  
BOARD OF COMMISSIONERS

ATTEST:

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MANDY LANDKAMER, CLERK TO THE BOARD

Nicollet County Board of Commissioners  
Board Meeting Agenda Item



**Agenda Item:**

2022 DNR boat and water Safety Grant

Primary Originating Division/Dept.: Sheriff's Office

Meeting Date: 06/28/2022

Contact: Dave Lange

Title: Sheriff

Item Type: Consent Agenda  
(Select One)



Amount of Time Requested: minutes

Presenter: Dave Lange

Title: Sheriff

Attachments: ☒ Yes ☐ No

County Strategy:  
(Select One)

Financial Security - prudent use of taxpayer resources

**BACKGROUND/JUSTIFICATION:**

2022 Boat and Water Safety grant from the Minnesota DNR in the amount of \$1311.00 will be for any water safety related expenses. This is an annual grant that we get every year.

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:**

Board approval and signatures on grant

**FISCAL IMPACT:** Other  
(Select One)

If "Other", specify:

**FUNDING**  
County Dollars =

Grant 1311.00  
(Select One)

**FTE IMPACT:** No FTE change  
(Select One)

**Total:**

If "Increase or "Decrease," specify:

Related Financial/FTE Comments:

# Conflict of Interest Disclosure Form for Grantees

## Conflict of Interest

A conflict of interest occurs when a person has actual or apparent duty or loyalty to more than one organization and the competing duties or loyalties may result in actions which are adverse to one or both parties. A conflict of interest exists even if no unethical, improper or illegal act results from it. There are several types of conflicts of interest.

### Actual Conflict of Interest

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

### Potential Conflict of Interest

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

### Individual Conflict of Interest

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

### Organizational Conflict of Interest

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

Organizational conflicts of interest occur when:

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

**This section to be completed by Grantee's Authorized Representative**

I certify that we will maintain an adequate Conflict of Interest Policy, and throughout the term of our agreement will report any actual or potential conflicts of interests by individual employees or our organization as a whole to the State's Authorized Representative.

Organization Name:

Project Name: 2022 State Boat Grant

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

Authorized Representative Printed Name:

Authorized Representative Signature/Date:



**2022 STATE OF MINNESOTA  
ANNUAL COUNTY BOAT AND WATER SAFETY  
GRANT CONTRACT AGREEMENT**

**ENCUMBRANCE WORKSHEET**

**Contract#**

212964

**PO#**

3-210278

**State Accounting Information:**

Dept ID R29	PC Bus Unit R2901	Fiscal Year 2022	Source Type State	Vendor Number 0000197335-001
Total Amount \$1311	Project ID R29G70CGBLA19	Billing Location R297000221	UEI FM1HRXZU4986	

**Accounting Distribution:**

Fund 2100	Fin Dept ID R2937714	Appropriation ID R297400	Category 84101501	Account 441302	Activity A4CG002
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Grant Begin Date January 1, 2022	Grant End Date June 30, 2023
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**Grantee Name and Address:**

Nicollet County Sheriff's Office  
501 S Minnesota Avenue, PO Box 117  
St. Peter, MN 56082

**Payment Address:**

(where DNR sends the check)  
Nicollet Co. Treasurer  
501 S. Minnesota Ave.  
St. Peter, MN 56082

**2022 STATE OF MINNESOTA  
ANNUAL COUNTY BOAT AND WATER SAFETY  
GRANT CONTRACT AGREEMENT**

This grant contract agreement is between the State of Minnesota, acting 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, (FM1HRXZU4986) ("Grantee"). The payment address for this grant contract agreement is Nicollet Co. Treasurer, 501 S. Minnesota Ave., St. Peter, MN 56082.

**Recitals**

1. Under Minnesota Statutes § 86B.701 & .705 the State is empowered to enter into this grant.
2. The State is in need of Sheriff's duties to carry out the provisions of Chapter 86B and the Boat and Water Safety Rules, hereinafter referred to as the "Minnesota Rules", including patrol, enforcement, search and rescue, watercraft inspection, issuance of temporary structure & event permits, waterway marking and accident investigation, all hereinafter referred to as the "Sheriff's Duties".
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract agreement to the satisfaction of the State. Pursuant to [Minn.Stat. §16B.98](#), Subd. I, the Grantee agrees to minimize administrative costs as a condition of this grant.

**Grant Contract Agreement**

**1 Term of Grant Contract Agreement**

- 1.1 **Effective date:** January 1, 2022 or the date the State obtains all required signatures under [Minn. Stat. §16B.98](#), Subd. 5. Once this grant contract agreement is fully executed, the Grantee may claim reimbursement for 2022 grant expenditures incurred back to effective date. 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:** June 30, 2023, or until all obligations have been satisfactorily fulfilled, whichever occurs first. Pursuant to Minnesota Statute §16A.28, Subdivision 6, the encumbrance may be certified for one year beyond the year in which funds were appropriated. The Grantee shall submit a final billing invoice within 30 days of the expiration of the grant as specified herein.
- 1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant contract agreement: 8. Liability; 9. State and Single Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15. Data Disclosure.

**2 Grantee's Duties**

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

Provide county sheriff services for boat and water safety activities. As stated in Minnesota Statute § 86B.701, the Grantee will submit to the State a spending plan (Exhibit "A", which is attached and incorporated into this grant) along with this form to carry out the Sheriff's Duties. Boat and water safety activities are those outlined in Minnesota Statutes § 86B, Minnesota Rules, Chapter 6110, search and recovery operations in the waters of the State and the portions of Chapter 169A that are applicable to motorboats. Exhibit "B", which is attached and incorporated into this grant further defines the allowable expenditures. The Grantee is responsible for maintaining an adequate conflict of interest policy throughout the term of this grant contract.

The Grantee shall monitor and report any actual, potential or perceived conflicts of interest to the State's Authorized Representative.

The grantee will comply with required grants management policies and procedures set forth through Minnesota Statutes Section 16B.97, subdivision 4 (a)(1), and 2CFR 200.

**Reporting Requirements:** The Grantee must satisfactorily submit all activity and financial reports by the date(s) requested by the State, unless the State grants an extension in writing. Exhibit "B", which is attached and incorporated into this grant further defines reporting requirements.

**3 Time**

The Grantee must comply with all the time requirements described in this grant contract agreement. In the performance of this grant contract agreement, time is of the essence.

**4 Consideration and Payment**

- 4.1 **Consideration.** The State will pay for all services performed by the Grantee under this grant contract agreement as follows:
  - (a) **Compensation.** The Grantee will be paid for all boat and water safety activities performed by the Grantee during the term of the grant up to One thousand three hundred eleven dollars (\$1,311).
  - (b) **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract agreement will not exceed One thousand three hundred eleven dollars (\$1,311).
  - (c) **Match:** *Grant funds cannot be used by the Grantee as match or for reimbursement for any other grant or program without written authorization from the State's Authorized Representative.*

#### 4.2 **Payment**

- (a) **Invoices.** The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Submit **one** invoice at the end of the grant period or when all obligations have been satisfactorily fulfilled, whichever occurs first in a form prescribed by the State within the dates previously noted in "Term of Grant Contract Agreement" in this contract.

#### 4.3 **Contracting and Bidding Requirements**

Per Minn. Stat. §471.345, grantees that are municipalities as defined in Subd. 1 must follow the law.

- (a) For projects that include construction work of \$25,000 or more, prevailing wage rules apply per Minn. Stat. §§177.41 through 177.44. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole.
- (b) The grantee must not contract with vendors who are suspended or debarred in MN:  
<http://www.mmd.admin.state.mn.us/debarredreport.asp>
- (c) The grantee agrees if it subcontracts any portion of the project to another entity, the agreement with the subcontractor will contain all applicable provisions of the agreement with the state. The grantee also agrees to comply with 2 CFR 200.318-3321 and 2 CFR 200.323-326.

#### 5 **Conditions of Payment**

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

#### 6 **Authorized Representative**

The State's Authorized Representative is Adam Block, Boating Law Administrator, Enforcement Division – Central Office, Minnesota Department of Natural Resources (DNR), 500 Lafayette Rd., St. Paul, MN 55155-4047, [adam.block@state.mn.us](mailto:adam.block@state.mn.us) or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Sheriff David Lange, Nicollet County Sheriff's Office, 501 S Minnesota Avenue, PO Box 117, St. Peter, MN 56082. If the Grantee's Authorized Representative changes at any time during this grant contract agreement, the Grantee must immediately notify the State.

#### 7 **Assignment, Amendments, Waiver, and Grant Contract Agreement Complete**

- 7.1 **Assignment.** The Grantee shall neither assign nor transfer any rights or obligations under this grant contract agreement without the prior written consent of the State, approved by the same parties who executed and approved this grant contract agreement, or their successors in office.
- 7.2 **Amendments.** Any amendments to this grant contract agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract agreement, or their successors in office.
- 7.3 **Waiver.** If the State fails to enforce any provision of this grant contract agreement, that failure does not waive the provision or the State's right to enforce it.
- 7.4 **Grant Contract Agreement Complete.** This grant contract agreement, including Exhibits "A" and "B," contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract agreement, whether written or oral, may be used to bind either party.

#### 8 **Liability**

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract agreement.

#### 9 **Audits (State and Single)**

Under Minn. Stat. §16B.98, subd. 8, the Grantee books, records, documents, and accounting procedures and practices relevant to this grant contract agreement are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant contract agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

If the grantee expends \$750,000 or more of Federal awards in a fiscal year, they must have a single audit according to the OMB Uniform Guidance: Cost Principles, Audit and Administrative Awards Requirements for Federal Awards. This is \$750,000 in total Federal awards received from all sources. The grantee will forward a copy of the audit report to both the State's Authorized Representative and the State Auditor.



**10 Government Data Practices and Intellectual Property**

10.1 **Government Data Practices.** The Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant contract agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

**11 Workers' Compensation**

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

**12 Publicity and Endorsement**

12.1 **Publicity.** Any publicity regarding the subject matter of this grant contract agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors with respect to the program, publications, or services provided resulting from this grant contract agreement. All projects primarily funded by state grant appropriations must publicly credit the State of Minnesota, including on the grantee's website when practicable.

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

**13 Governing Law, Jurisdiction, and Venue**

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

**14 Termination**

14.1 **Termination by the State.** The State may immediately terminate this grant contract agreement with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

14.2 **Termination for Cause.** The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14.3 **Termination for Insufficient Funding.** The State may immediately terminate this grant contract if:

(a) It does not obtain funding from the Minnesota Legislature.

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

**15 Data Disclosure**

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

**16 American Disabilities Act**

The Grantee is subject to complying with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.) and all applicable regulations and guidelines.

**17 Non-Discrimination Requirements**

No person in the United States must, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under, any program or activity receiving Federal financial assistance. Including but not limited to:

- (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and DOC implementing regulations published at 15 C.F.R. Part 8 prohibiting discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance; Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.) prohibiting discrimination on the basis of sex under Federally assisted education programs or activities;
- (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and DOC implementing regulations published at 15 C.F.R. Part 8b prohibiting discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal assistance.
- (c) The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), and DOC implementing regulations published at 15 C.F.R. Part 20 prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;
- (d) Title II of the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination against qualified individuals with disabilities in services, programs, and activities of public entities.
- (e) Any other applicable non-discrimination law(s).

**18 Invasive Species Prevention**

The DNR requires active steps to prevent or limit the introduction, establishment, and spread of invasive species during contracted work. The contractor shall prevent invasive species from entering into or spreading within a project site by cleaning equipment prior to arriving at the project site.

If the equipment, vehicles, gear, or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by contractor furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area.

The contractor shall dispose of material cleaned from equipment and clothing at a location determined by the DNR Contract Administrator. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.

The contractor shall ensure that all equipment and clothing used for work in infested waters has been adequately decontaminated for invasive species (ex. zebra mussels) prior to being used in non-infested waters. All equipment and clothing including but not limited to waders, tracked vehicles, barges, boats, turbidity curtain, sheet pile, and pumps that comes in contact with any infested waters must be thoroughly decontaminated.

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

- 19.1 The prospective lower tier participant certifies, by submission of this grant contract agreement, 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.
- 19.2 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 grant contract agreement.

**20 Whistleblower Protection Rights**

41 USC §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection

- (a) This award and employees working on this financial assistance agreement will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub.L. 112-239).
- (b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC 4712.
- (c) The recipient shall insert this clause, including this paragraph (c), in all subawards and in contracts over the simplified acquisition threshold related to this award.

Attachments:

- \_\_\_\_\_ A. State Boat Grant Contract Agreement
- \_\_\_\_\_ B. Exhibit A
- \_\_\_\_\_ C. Exhibit B
- \_\_\_\_\_ D. Conflict of Interest Disclosure

**1. STATE ENCUMBRANCE VERIFICATION**

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

Signed: \_\_\_\_\_

SWIFT Contract # 212964

Purchase Order # 3-210278

**3. STATE AGENCY: NATURAL RESOURCES**

By: \_\_\_\_\_  
(With delegated authority)

**2. GRANTEE:**

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

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Distribution:**

1. DNR - OMBS
2. Grantee
3. State's Authorized Representative

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# Nicollet County Board of Commissioners Board Meeting Agenda Item



## Agenda Item:

Master Joint Powers Agreement with State of Minnesota (DPS, BCA) and Resolution

Primary Originating Division/Dept.: Community Corrections

Meeting Date: 06/28/2022

Contact: Rich Molitor

Title: Director

Item Type:  
(Select One) Consent Agenda

Amount of Time Requested: minutes

Presenter:

Title:

Attachments: ☒ Yes ☐ No

County Strategy:  
(Select One)

Programs and Services - deliver value-added quality services

## BACKGROUND/JUSTIFICATION:

Renewing our joint powers agreement with the State of Minnesota on behalf of Department of Public Safety and Bureau of Criminal Apprehension. There is also an updated resolution to be signed.

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:

A resolution approving the joint powers agreement and signatures.

FISCAL IMPACT: Other  
(Select One)

## FUNDING

County Dollars =

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 Joint Powers Agreement

This Agreement is between the State of Minnesota, acting through its Department of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA"), and the County of Nicollet on behalf of its Community Corrections Department ("Governmental Unit"). The BCA and the Governmental Unit may be referred to jointly as "Parties."

### Recitals

Under Minn. Stat. § 471.59, the BCA and the Governmental Unit are empowered to engage in agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46, the BCA must provide a criminal justice data communications network to benefit political subdivisions as defined under Minn. Stat. § 299C.46, subd. 2 and subd. 2(a). The Governmental Unit is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this Agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized political subdivisions in performing their duties. The Governmental Unit wants to access data in support of its official duties.

The purpose of this Agreement is to create a method by which the Governmental Unit has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

### Agreement

#### 1 Term of Agreement

- 1.1 **Effective Date.** This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.
- 1.2 **Expiration Date.** This Agreement expires five years from the date it is effective.

#### 2 Agreement Between the Parties

- 2.1 **General Access.** BCA agrees to provide Governmental Unit with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Governmental Unit is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.

- 2.2 **Methods of Access.**

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

- A. **Direct access** occurs when individual users at the Governmental Unit use the Governmental Unit's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.
- B. **Indirect Access** occurs when individual users at the Governmental Unit go to another Governmental Unit to obtain data and information from BCA's systems and tools. This method of access generally results in the Governmental Unit with indirect access obtaining the needed data and information in a physical format like a paper report.
- C. **Computer-to-Computer System Interface** occurs when the Governmental Unit's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Governmental Unit employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Governmental Unit will select a



method of access and can change the methodology following the process in Clause 2.10.

- 2.3 Federal Systems Access.** In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Governmental Unit with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.
- 2.4 Governmental Unit Policies.** Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Governmental Unit has created its own policies to ensure that Governmental Unit's employees and contractors comply with all applicable requirements. Governmental Unit ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://bcanextest.x.state.mn.us/launchpad/>.
- 2.5 Governmental Unit Resources.** To assist Governmental Unit in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at <https://bcanextest.x.state.mn.us/launchpad/cjisdocs/docs.cgi?cmd=FS&ID=795&TYPE=DOCS>.
- 2.6 Access Granted.**
- A. Governmental Unit is granted permission to use all current and future BCA systems and tools for which Governmental Unit is eligible. Eligibility is dependent on Governmental Unit (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Governmental Unit's written request for use of a specific system or tool.
  - B. To facilitate changes in systems and tools, Governmental Unit grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Governmental Unit needs to meet its criminal justice obligations and for which Governmental Unit is eligible.
- 2.7 Future Access.** On written request from the Governmental Unit, BCA also may provide Governmental Unit with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Governmental Unit agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.
- 2.8 Limitations on Access.** BCA agrees that it will comply with applicable state and federal laws when making information accessible. Governmental Unit agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.
- 2.9 Supersedes Prior Agreements.** This Agreement supersedes any and all prior agreements between the BCA and the Governmental Unit regarding access to and use of systems and tools provided by BCA.
- 2.10 Requirement to Update Information.** The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving the Governmental Unit as its prosecutor. Any change in performance of the prosecutorial function must be provided to the BCA in writing by giving notice to the Service Desk, [BCA.ServiceDesk@state.mn.us](mailto:BCA.ServiceDesk@state.mn.us).

- 2.11 Transaction Record.** The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Governmental Unit conducted a

particular transaction.

If Governmental Unit uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Governmental Unit's method of access is a computer-to-computer interface as described in Clause 2.2C, the Governmental Unit must keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If a Governmental Unit accesses data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety and keeps a copy of the data, Governmental Unit must have a transaction record of all subsequent access to the data that are kept by the Governmental Unit. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

**2.12 Court Information Access.** Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Governmental Unit if the Governmental Unit completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by the Governmental Unit under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Governmental Unit's access to and/or submission of the Court Records delivered through the BCA systems and tools.

**2.13 Vendor Personnel Screening.** The BCA will conduct all vendor personnel screening on behalf of Governmental Unit as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Governmental Unit.

### **3 Payment**

The Governmental Unit currently accesses the criminal justice data communications network described in Minn. Stat. §299C.46. The bills are sent annually for a total annual cost of Six Hundred Dollars (\$600.00).

The Governmental Unit will identify its contact person for billing purposes, and will provide updated information to BCA's Authorized Representative within ten business days when this information changes.

If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

### **4 Authorized Representatives**

The BCA's Authorized Representative is the person below, or her successor:

Name:	Dana Gotz, Deputy Superintendent
Address:	Minnesota Department of Public Safety; Bureau of Criminal Apprehension 1430 Maryland Avenue Saint Paul, MN 55106
Telephone:	651.793.1007



Email Address: [Dana.Gotz@state.mn.us](mailto:Dana.Gotz@state.mn.us)

The Governmental Unit's Authorized Representative is the person below, or his/her successor:

Name: Richard Molitor, Director  
Address: 501 S Minnesota Ave  
St Peter, MN 55082  
Telephone: 507.934.7884  
Email Address: [rich.molitor@co.nicollet.mn.us](mailto:rich.molitor@co.nicollet.mn.us)

**5 Assignment, Amendments, Waiver, and Agreement Complete**

- 5.1 Assignment.** Neither party may assign nor transfer any rights or obligations under this Agreement.
- 5.2 Amendments.** Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.
- 5.3 Waiver.** If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.
- 5.4 Agreement Complete.** This Agreement contains all negotiations and agreements between the BCA and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

**6 Liability**

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws, governs the Governmental Unit's liability.

**7 Audits**

- 7.1** Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

- 7.2** Under applicable state and federal law, the Governmental Unit's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.
- 7.3** If the Governmental Unit accesses federal databases, the Governmental Unit's records are subject to examination by the FBI and BCA; the Governmental Unit will cooperate with FBI and BCA auditors and make any requested data available for review and audit.
- 7.4** If the Governmental Unit accesses state databases, the Governmental Unit's records are subject to examination by the BCA; the Governmental Unit will cooperate with the BCA auditors and make any requested data available for review and audit.
- 7.5** To facilitate the audits required by state and federal law, Governmental Unit is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

**8 Government Data Practices**

- 8.1 BCA and Governmental Unit.** The Governmental Unit and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Governmental Unit or the BCA.
- 8.2 Court Records.** If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Governmental Unit comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

**9 Investigation of Alleged Violations; Sanctions**

For purposes of this clause, "Individual User" means an employee or contractor of Governmental Unit.

- 9.1 Investigation.** The Governmental Unit and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Governmental Unit and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Governmental Unit of the suspected violation, subject to any restrictions in applicable law. When Governmental Unit becomes aware that a violation has occurred, Governmental Unit will inform BCA subject to any restrictions in applicable law.

**9.2 Sanctions Involving Only BCA Systems and Tools.**

The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Governmental Unit internal discipline processes, including those governed by a collective bargaining agreement.

- 9.2.1** For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Governmental Unit must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Governmental Unit must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Governmental Unit and BCA's determination controls.

- 9.2.2** If BCA determines that Governmental Unit has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Governmental Unit's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

**9.3 Sanctions Involving Only Court Data Services**

The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Governmental Unit. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber

Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Governmental Unit. The agreement further provides that only the Court has the authority to reinstate access and use.

**9.3.1** Governmental Unit understands that if it has signed the Court Data Services Subscriber Amendment and if Governmental Unit's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Governmental Unit also understands that reinstatement is only at the direction of the Court.

**9.3.2** Governmental Unit further agrees that if Governmental Unit believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

## **10 Venue**

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

## **11 Termination**

**11.1 Termination.** The BCA or the Governmental Unit may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

**11.2 Termination for Insufficient Funding.** Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Governmental Unit is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

## **12 Continuing Obligations**

The following clauses survive the expiration or cancellation of this Agreement: Liability; Audits; Government Data Practices; 9. Investigation of Alleged Violations; Sanctions; and Venue.

THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK

*The Parties indicate their agreement and authority to execute this Agreement by signing below.*

**1. GOVERNMENTAL UNIT**

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with delegated authority)

Date: \_\_\_\_\_

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with delegated authority)

Date: \_\_\_\_\_

**2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION**

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with delegated authority)

Date: \_\_\_\_\_

**3. COMMISSIONER OF ADMINISTRATION**  
As delegated to the Office of State Procurement

By: \_\_\_\_\_

Date: \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE COUNTY OF  
NICOLLET ON BEHALF OF ITS COMMUNITY CORRECTIONS OFFICE**

WHEREAS, the County of Nicollet, on behalf of its Community Corrections Office desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State's criminal justice data communications network for which the County is eligible. The Joint Powers Agreements further provide the County with the ability to add, modify and delete connectivity, systems and tools over the five year life of the agreement and obligates the County to pay the costs for the network connection.

NOW, THEREFORE, BE IT RESOLVED by the County Board of Nicollet, Minnesota as follows:

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the County of Nicollet on behalf of its Community Corrections Office are hereby approved.
2. That the Director, Richard Molitor, or his or her successor, is designated the Authorized Representative for the Community Corrections Office. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the County's connection to the systems and tools offered by the State.
3. That \_\_\_\_\_, the Chair of the County of Nicollet, and \_\_\_\_\_, the County Board Clerk, are authorized to sign the State of Minnesota Joint Powers Agreements.

Passed and Adopted by the Council on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

COUNTY OF Nicollet \_\_\_\_\_

\_\_\_\_\_  
By: [name of board chair]  
Its Board Chair

ATTEST:

\_\_\_\_\_  
By: [name]  
Its County Board Clerk

# Nicollet County Board of Commissioners Board Meeting Agenda Item



<b>Agenda Item:</b> Church of St George Exempt Gambling Permit	
Primary Originating Division/Dept.: Public Services	Meeting Date: 06/28/2022
Contact: Jaci Kopet Title: PPSD Director	Item Type: Consent Agenda (Select One)
Amount of Time Requested: minutes	
Presenter: Jaci Title: Director	Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No
County Strategy: Programs and Services - deliver value-added quality services (Select One)	
<b>BACKGROUND/JUSTIFICATION:</b> <p>Attached is an application for an exempt gambling permit for St. George Church in West Newton Township. This is a one day gambling permit for September 11, 2022.</p> <p>St. George has annually applied for this permit for their Church Festival each year.</p> <p>My recommendation is to approve the permit.</p>	
Supporting Documents: <input checked="" type="radio"/> Attached <input type="radio"/> In Signature Folder <input type="radio"/> None	
Prior Board Action Taken on this Agenda Item: <input checked="" type="radio"/> Yes <input type="radio"/> No	
If "yes", when? (provide year; mm/dd/yy if known)	
Approved by County Attorney's Office: <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A	
<b>ACTION REQUESTED:</b> Approval of Gambling Permit	
<b>FISCAL IMPACT:</b> Other (Select One) If "Other", specify:	<b>FUNDING</b> County Dollars = State (Select One)
<b>FTE IMPACT:</b> No FTE change (Select One)	<b>Total:</b>
If "Increase or "Decrease," specify: Related Financial/FTE Comments:	



**LG220 Application for Exempt Permit**

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

**Application Fee (non-refundable)**

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

**ORGANIZATION INFORMATION**

Organization Name: Church of St. George

Previous Gambling Permit Number: X-\_\_\_\_\_

Minnesota Tax ID Number, if any: \_\_\_\_\_

Federal Employer ID Number (FEIN), if any: \_\_\_\_\_

Mailing Address: 63128 388th Lane

City: New Ulm State: MN Zip: 56073 County: Nicollet

Name of Chief Executive Officer (CEO): Msgr. Douglas L. Grams

CEO Daytime Phone: 507-359-2966 CEO Email: dgrams@dnu.org

(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO): stgeorge@holycrossafc.org

**NONPROFIT STATUS**

Type of Nonprofit Organization (check one):

☐ Fraternal ☒ Religious ☐ Veterans ☐ Other Nonprofit Organization

**Attach a copy of one of the following showing proof of nonprofit status:**

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

☐ **A current calendar year Certificate of Good Standing**

Don't have a copy? Obtain this certificate from:

MN Secretary of State, Business Services Division  
60 Empire Drive, Suite 100  
St. Paul, MN 55103

Secretary of State website, phone numbers:

[www.sos.state.mn.us](http://www.sos.state.mn.us)

651-296-2803, or toll free 1-877-551-6767

☒ **IRS income tax exemption (501(c)) letter in your organization's name**

Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.

☐ **IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**

If your organization falls under a parent organization, attach copies of both of the following:

1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

**GAMBLING PREMISES INFORMATION**

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Church of St. George

Physical Address (do not use P.O. box): 63105 Fort Road, New Ulm, MN 56073

Check one:

☐ City: \_\_\_\_\_ Zip: \_\_\_\_\_ County: \_\_\_\_\_

☒ Township: West Newton Zip: 56073 County: Nicollet

Date(s) of activity (for raffles, indicate the date of the drawing): September 11, 2022

Check each type of gambling activity that your organization will conduct:

☒ Bingo ☐ Paddlewheels ☒ Pull-Tabs ☐ Tipboards ☒ Raffle

**Gambling equipment** for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to [www.mn.gov/gcb](http://www.mn.gov/gcb) and click on **Distributors** under the **List of Licensees** tab, or call 651-539-1900.



# LG220 Application for Exempt Permit

4/22  
Page 2 of 4

## LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)

### CITY APPROVAL for a gambling premises located within city limits

- ☐ The application is acknowledged with no waiting period.
- ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).
- ☐ The application is denied.

Print City Name: \_\_\_\_\_

Signature of City Personnel: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**The city or county must sign before  
submitting application to the  
Gambling Control Board.**

### COUNTY APPROVAL for a gambling premises located in a township

- ☐ The application is acknowledged with no waiting period.
- ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.
- ☐ The application is denied.

Print County Name: \_\_\_\_\_

Signature of County Personnel: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

### TOWNSHIP (if required by the county)

On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)

Print Township Name: \_\_\_\_\_

Signature of Township Officer: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

## CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer's Signature: Mrs. Douglas L. Grams Date: June 17, 2022  
(Signature must be CEO's signature; designee may not sign)

Print Name: Mrs. Douglas L. Grams

## REQUIREMENTS

### Complete a separate application for:

- all gambling conducted on two or more consecutive days; or
- all gambling conducted on one day.

Only one application is required if one or more raffle drawings are conducted on the same day.

### Financial report to be completed within 30 days after the gambling activity is done:

A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

## MAIL APPLICATION AND ATTACHMENTS

### Mail application with:

- \_\_\_\_\_ a copy of your proof of nonprofit status; and
- \_\_\_\_\_ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**. Make check payable to **State of Minnesota**.

**To:** Minnesota Gambling Control Board  
1711 West County Road B, Suite 300 South  
Roseville, MN 55113

### Questions?

Call the Licensing Section of the Gambling Control Board at 651-539-1900.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the

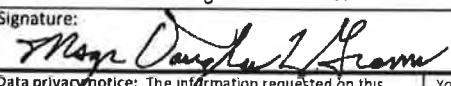
application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Depart-

ment of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

This form will be made available in alternative format (i.e. large print, braille) upon request.

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**Checklist for Exempt Raffle**

Organization Name: <b>Church of St. George</b>		Previous Gambling Permit #: <b>X- 52003-21-013</b>	Date of Raffle Drawing: <b>September 11, 2022</b>																																																												
<b>INSTRUCTIONS:</b> <ul style="list-style-type: none"> <li>The purpose of this form is to help your organization conduct exempt raffles in compliance with the requirements listed below. Detailed information regarding each requirement is available by clicking on the following links [in blue italics]: 1) applicable statutes and rules; 2) the <i>Lawful Gambling Manual</i> chapter on raffles; 3) the online class, "<i>Conduct of Raffles</i>"; and 4) the <i>phone number and email address</i> of your county's Compliance Specialist.</li> <li>After reading each checklist item, mark "Yes" to indicate that you understand the requirement and agree to comply. After answering "Yes" to each applicable item, your organization's CEO must sign the acknowledgment below. Include the completed checklist as part of your application to conduct an exempt raffle.</li> </ul>																																																															
		<b>• If tickets will be sold prior to the event, mark "Yes" to item #1 and mark "N/A" to items #2 and #3.</b> <b>• If tickets are sold only at the event using theater tickets, mark "N/A" to item #1 and answer "Yes" to items #2 and #3.</b>	<table border="1"> <thead> <tr> <th>Yes</th> <th>N/A</th> <th>Item</th> <th>Yes</th> <th>Conduct</th> </tr> </thead> <tbody> <tr> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td>1. Tickets are printed in accordance with MN Rule <b>7861.0310</b>.</td> <td><input checked="" type="checkbox"/></td> <td>9. Only cash, personal checks, cashier's checks, money orders, travelers' check, and debit cards may be accepted (<b>NO CREDIT CARDS</b>). (<b>349.2127</b>) (<b>7861.0260</b>)</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td>2. Tickets contain the sequential number of the raffle ticket. (<b>349.173</b>)</td> <td><input checked="" type="checkbox"/></td> <td>10. 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<b>Noncompliant Activity:</b> I acknowledge by signing below that my organization must follow all raffle rules and that any gambling activity conducted by the organization at the event that is not in compliance with Minnesota Statute and Rule may subject the organization to citation or the inability to receive future permits to conduct gambling. I understand that my permit will not be issued until this form has been completed and submitted to the Minnesota Gambling Control Board.																																																															
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An equal opportunity employer

How You May Spend Gambling Funds	How You May Not Spend Gambling Funds
<p><b>Allowable expenses</b> - Gambling funds may be spent for allowable expenses, such as:</p> <ul style="list-style-type: none"> <li>• gambling equipment (pull-tabs, bingo paper, bingo blower, paddlewheel tickets, tipboard games);</li> <li>• advertising;</li> <li>• printing raffle tickets; or</li> <li>• any services or goods that are directly related to the conduct of your gambling.</li> </ul> <p><b>Charitable contributions</b> - Gambling funds may be spent for the following charitable contributions (lawful purpose):</p> <ul style="list-style-type: none"> <li>• to or by 501(c)(3) organization and 501(c)(4) festival organizations;</li> <li>• relieving the effects of poverty, homelessness, or disability;</li> <li>• problem gambling programs approved by the Minnesota Department of Human Services;</li> <li>• public or private nonprofit school;</li> <li>• scholarships (if a contribution is made to a scholarship fund, it must be made to a nonprofit organization whose primary mission is to award scholarships);</li> <li>• church;</li> <li>• recognition of military service (open to public or active military personnel in need);</li> <li>• activities and facilities benefiting youth under age 21;</li> <li>• citizen monitoring of surface water quality, with data submitted to Minnesota PCA;</li> <li>• unit of government (NOTE: A direct contribution to a law enforcement or prosecutorial agency is not allowed);</li> <li>• wildlife management projects or activities that benefit the public-at-large, with DNR approval;</li> <li>• grooming and maintaining snowmobile or all-terrain trails that are grant-in-aid trails, or other trails open to public use, with DNR approval;</li> <li>• supplies and materials for DNR training and educational programs;</li> <li>• nutritional programs, food shelves, and congregate dining programs primarily for persons who are 62 or older or disabled;</li> <li>• community arts organizations or programs;</li> <li>• humanitarian service recognizing volunteerism or philanthropy; and</li> <li>• acquisition and repair of real property and capital assets (contact the Gambling Control Board for requirements).</li> </ul>	<ol style="list-style-type: none"> <li>1. <b>Controlled contribution</b> - An organization may not retain any control over any contribution made from gambling funds. The only exception is for expenditures by a 501(c)(3) organization or a 501(c)(4) festival organization to its general fund.</li> <li>2. <b>Financial gain</b> - A contribution or expenditure may not be made if it results in any monetary, economic, financial, or material benefit to the organization making the contribution or expenditure.</li> <li>3. <b>Government</b> - An expenditure may not be made for: <ul style="list-style-type: none"> <li>• influencing the nomination or election of a candidate for public office;</li> <li>• promoting or defeating a ballot question; or</li> <li>• any activity intended to influence an election or a governmental decision-making process.</li> </ul> </li> <li>4. <b>Law enforcement</b> - A direct contribution may not be made to a law enforcement or prosecutorial agency.</li> <li>5. <b>Pension</b> - A contribution may not be made to a government pension or retirement fund, such as a fire relief association.</li> <li>6. <b>Conflict of interest</b> - A contribution or expenditure may not be made if it is not allowed under the conflict of interest provisions of the Minnesota Nonprofit Corporation Act, Minnesota Statutes, Section 317A.255.</li> <li>7. <b>Alcohol</b> - An expenditure may not be made for the purchase of any intoxicating liquor, wine, or malt beverages.</li> <li>8. <b>Fundraising</b> - An expenditure may not be made for fundraising costs, except as allowed for a 501(c)(3) organization or 501(c)(4) festival organization from its general fund.</li> <li>9. <b>Other organizations</b> - With few exceptions, gambling funds may not be contributed to other organizations or clubs such as veterans, fraternal, Lions, etc. unless it is a 501(c)(3) organization.</li> <li>10. <b>Other contributions</b> - A contribution may not be made to a 501(c)(3) organization or another entity with the intent or effect of not complying with lawful purpose restrictions or requirements.</li> </ol>

Nicollet County Board of Commissioners  
Board Meeting Agenda Item



<b>Agenda Item:</b> End of Probations		
Primary Originating Division/Dept.: Human Resources	Meeting Date: 06/282022	
Contact: Kristy Larson Title: HR Director	Item Type: Consent Agenda (Select One)	
Amount of Time Requested minutes		
Presenter: Kristy Larson Title: HR Director	Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No	
County Strategy: Facilities and Space - preserve, maintain and build our assets (Select One)		
<b>BACKGROUND/JUSTIFICATION:</b> Community Corrections Community Corrections Director Rich Molitor has requested the end of probation for Kevin Olson, Probation Officer, effective July 6, 2022, Nathan Jackson, Probation Officer, effective July 7, 2022, and Cara Doyen, Probation Officer, effective July 12, 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)		
Approved by County Attorney's Office: <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A		
<b>ACTION REQUESTED:</b> Grant end of probationary status		
<b>FISCAL IMPACT:</b> Other (Select One) If "Other", specify	<b>FUNDING</b> County Dollars = Grant (Select One)	
<b>FTE IMPACT:</b> No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:	<b>Total</b>	



Nicollet County Board of Commissioners  
Board Meeting Agenda Item



<b>Agenda Item:</b>	
Alternative Work Schedule Program Policy	
Primary Originating Division/Dept.: Human Resources  Contact: Kristy Larson                      Title: HR Director  Amount of Time Requested 15              minutes  Presenter: Kristy Larson                      Title: HR Director	Meeting Date: 06/28/2022  Item Type: Regular Agenda <small>(Select One)</small>  Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No
County Strategy: Collaborative Workplace - sustain the core values of our culture <small>(Select One)</small>	
<b>BACKGROUND/JUSTIFICATION:</b>  Alternative work schedules are arrangements to work a schedule other than what would be the traditional hours for the position. Examples include a compressed workweek or non-traditional start and end times.  Alternative work schedules are becoming commonplace as workers face the demands of juggling work, family, and other personal obligations, and as employers seek to add value to the employment experience at their organization.  At Nicollet County, customer service is paramount, so alternative work schedules would only be available to staff in situations where the alternative schedule would have neutral or positive effects on customer service.  Some Nicollet County employees have been working alternative work schedules for years. With this program, we make the option available in a consistent manner and to all staff who qualify.	
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	
<b>ACTION REQUESTED:</b> Approve Alternative Work Schedule Program Policy	
<b>FISCAL IMPACT:</b> No fiscal impact <small>(Select One)</small>  If "Other", specify	<b>FUNDING</b> County Dollars =  Grant <small>(Select One)</small>
<b>FTE IMPACT:</b> No FTE change <small>(Select One)</small> If "Increase or "Decrease" specify:  Related Financial/FTE Comments:	<b>Total</b>

## **Alternative Work Schedule Program Policy**

Nicollet County is committed to helping employees face the demands of juggling work, family, and personal obligations by offering a number of possible alternative work arrangements. These arrangements provide employees with increased flexibility with their work schedule while allowing the County to maintain a progressive and productive work environment.

Nicollet County employees will be considered for alternative work schedules on a case-by-case basis in situations where creative work schedules may accomplish both work and personal goals, provide coverage for individual department operations, and serve the County as a whole with increased productivity at no expense to the quality of services provided.

### **Alternative Work Schedule Options**

Several alternative work schedule options are available to employees, including but not limited to:

- Work schedule beginning and ending times other than the regularly scheduled shift.

For example, it may be possible for some employees who work the regular County business hours of 8 a.m. – 4:30 p.m. to change their schedule to 7:30 a.m. – 4 p.m. if they prefer to start early in the morning and leave earlier in the afternoon.

- Compressed workweeks in which an employee works 10 hours per workday, reducing the workweek to four days a week.
- Compressed workweeks in which an employee works nine-hour workdays Monday through Thursday and four hours each Friday. (For exempt employees only, there may be the option of nine-hour days and one full day off every other week.)
- The County is open to other creative alternative schedule options that meet the needs of the employee, County operations, and our residents.

### **Criteria and Conditions**

The success of an alternative work schedule depends on the characteristics of the job and the employee both being well-suited for such an arrangement.

Alternative work schedules may not be possible for some positions. Seniority will not be a basis for selection of employees to participate in an alternative work schedule arrangement. These arrangements are also not an entitlement of County employees, and as such are approved on a case-by-case basis consistent with the mission of the County and respective department. Denial of an alternate work schedule by a Department Head shall not be subject to grievance or appeal.

The Department Head or designee will consider each alternative work schedule request on a case-by-case basis. A request may be initiated by either the employee or the Department Head or their designee. The circumstances of each request will be considered, including but not limited to:

- Needs of the department.
- Employee's work duties and the ability to measure work performed.
- Employee's current and past job performance.
- Employee's work skills, such as time management, organizational skills, self-motivation, and the ability to work independently.
- Effect on customer service.
- Effect on the rest of the work group, unit, or department.
- Other considerations deemed necessary and appropriate by the Department Head or their designee.

#### **Alternative Work Schedule Agreement**

An Alternative Work Schedule Agreement is required between the Department Head and employee. The form is available on the County's intranet.

Each New Alternative Work Schedule Agreement is subject to a trial period of 90 days. This trial period may be extended an additional 45 days at the sole discretion of the Department Head.

Each Alternative Work Schedule Agreement will subsequently be evaluated annually at the time of the employee's regular performance review with continued suitability to be documented as part of the review.

#### **Termination of Alternative Work Schedule Agreement**

The County reserves the right to terminate the agreement at any time with or without notice. Whenever possible, the Department Head or designee will attempt to give the employee 30 calendar days' notice before terminating an Alternative Work Schedule Agreement.

Due to unforeseen circumstances, the needs of the Department, performance issues, discipline, or violation of County policies, a Department Head or designee may suspend or terminate an Alternative Work Schedule Agreement at any time.

Employees wishing to terminate an Alternative Work Schedule Agreement must make this request to the Department Head at least 30 calendar days prior to the requested effective date. This notice will be waived only in rare circumstances. In some instances, an employee's request to terminate an Alternative Work Schedule Agreement may not be honored because of the effect it would have on customer service or other staff members' schedules.





## Alternative Work Schedule Application and Agreement

**Employee Name:**

**Position:**

**Requested Schedule:**

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday

Description of plan for fulfilling job duties with an alternative schedule:

Describe the type of work to be completed outside of standard operating hours:

**Employee Agreement**

I have read and understand, and—should my application be approved—that I am subject to the Nicollet County Alternative Work Schedule Policy. I understand that, if approved, the Alternative Work Schedule may be terminated at any time by the County.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

**Supervisor and Department Head Agreement**

- ☐ Approved as Requested  
☐ Denied

Supervisor/Department Head Comments:

\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Department Head Signature

\_\_\_\_\_  
Date

CC: Human Resources



## Alternative Work Schedule Annual Review

Employee Name: \_\_\_\_\_

Review Date: \_\_\_\_\_

Please use the following checkpoints to determine the ongoing success of the Alternative Work Schedule Agreement.

**Job Execution/Dependability:** Alternative Work Schedule agreement continues to satisfy program/team needs. Employee consistently works agreed upon hours and completes required tasks. No gaps have been identified in client needs.

☐ Meets requirements

☐ Concerns noted

Comments:

**Communication:** Employee maintains regular communication with supervisor and team members when working non-traditional hours.

☐ Meets requirements

☐ Concerns noted

Comments:

**Additional Comments:**

**Overall Assessment**

☐ Satisfactory

☐ Follow-Up Required

☐ No Longer Suitable

I certify that my supervisor has discussed this document with me. My signature does not necessarily imply that I agree with this evaluation.

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Supervisor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Nicollet County Board of Commissioners  
Board Meeting Agenda Item



<b>Agenda Item:</b> Consider Award of 2022 Highway Striping Project		
Primary Originating Division/Dept.: Public Works/Highway  Contact: Seth Greenwood, P.E.      Title: PWD/County Engineer  Amount of Time Requested: 5    minutes	Meeting Date: 06/28/2022  Item Type: (Select One) Regular Agenda	
Presenter: Seth Greenwood, P.E.      Title: PWD/County Engineer	Attachments: <input type="radio"/> Yes <input checked="" type="radio"/> No	
County Strategy: (Select One) Facilities and Space - preserve, maintain and build our assets		
<b>BACKGROUND/JUSTIFICATION:</b>  Bids will be opened on June 27, 2022 at 11AM for the 2022 Highway Striping Project. Bid results and a recommendation for action will be provided the day of the Board meeting.  The 2022 Highway Striping Project re-stripes a portion of the paved county roads.		
Supporting Documents: <input checked="" type="radio"/> Attached <input type="radio"/> In Signature Folder <input type="radio"/> None		
Prior Board Action Taken on this Agenda Item: <input checked="" type="radio"/> Yes <input type="radio"/> No  If "yes", when? (provide year; mm/dd/yy if known)		
Approved by County Attorney's Office: <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A		
<b>ACTION REQUESTED:</b>		
<b>FISCAL IMPACT:</b> Other (Select One)  If "Other", specify:	<b>FUNDING</b> County Dollars =  State (Select One)	
<b>FTE IMPACT:</b> No FTE change (Select One)	<b>Total:</b>	
If "Increase or "Decrease," specify:		
Related Financial/FTE Comments:		

# Nicollet County Board of Commissioners Board Meeting Agenda Item



## Agenda Item:

Consider Amendment #2 to MnDOT Agreement No. 1045974 and Resolution

Primary Originating Division/Dept.: Public Works/Highway

Meeting Date: 06/28/2022

Contact: Seth Greenwood, P.E.

Title: PWD/County Engineer

Item Type:  
(Select One) Regular Agenda

Amount of Time Requested: 10 minutes

Presenter: Seth Greenwood, P.E.

Title: PWD/County Engineer

Attachments: ☒ Yes ☐ No

County Strategy:  
(Select One)

Facilities and Space - preserve, maintain and build our assets

## BACKGROUND/JUSTIFICATION:

The attached Amendment #2 to MnDOT Agreement No. 1045974 and resolution provides for the reimbursement of Preliminary Engineering (PE) services that the County will need to develop the permanent repair project to address the slope failure and stability issues on CSAH 21 along the MN River near CSAH 14. Since this is a Federal Disaster project the County is eligible for 80% of these preliminary engineering services costs to be reimbursed using federal disaster funds. The remaining 20% is anticipated to be covered by MN State Emergency Disaster (Chapter 12) Funds (DPS/HSEM).

The original agreement was approved at the February 9, 2021 Board meeting and was based upon estimated preliminary engineering (PE) costs identified in the original FHWA Detailed Damage Inspection Report (DDIR). Amendment #1 to the original agreement was approved at the September 28, 2021 Board meeting and was needed because a better defined engineering scope of work was developed with SRF Consulting and Galetec Engineering resulting in increased PE costs. Since then, FHWA had requested that additional preliminary engineering work involving further analysis and investigation of alternative permanent repair options be completed in the attempt to reduce the permanent repair costs and to pick the best sustainable long term permanent repair solution. This additional PE work has been completed but has resulted in increased PE costs which requires Amendment #2 to be executed so that Nicollet County can be reimbursed with federal funds for these increased expenditures.



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:

Approve Amendment #2 to MnDOT Agreement No. 1045974 and Resolution

**FISCAL IMPACT:** Other  
(Select One)

If "Other", specify:

## FUNDING

County Dollars = \$68,000

Federal \$272,000

(Select One)

**FTE IMPACT:** No FTE change  
(Select One)

**Total:** \$340,000

If "Increase or "Decrease," specify:

Related Financial/FTE Comments: "County" funding should be covered by Chapter 12 (HSEM) Funds

**AMENDMENT # 2 TO MnDOT CONTRACT #: 1045974.**

Contract Start Date:	<u>02/25/2021</u>	Original Contract Amount:	<u>\$140,000.00</u>
Orig. Contract Exp. Date:	<u>02/25/2026</u>	Prev. Amendment(s) Total:	<u>\$69,000.00</u>
Amended Exp. Date	<u>NA</u>	Current Amendment Amount:	<u>\$131,000.00</u>
		Current Contract Total	<u>\$340,000.00</u>

Project Identification :	<u>Preliminary engineering for MN20-1 ER event located on CSAH 21</u>		
State Project (SP):	<u>052-621-029</u>	Route Name	<u>CSAH 21</u>
Federal Project #	<u>ER MN20(400)</u>		

This amendment is by and between the State of Minnesota, through its Commissioner of Transportation ("MnDOT") and Nicollet County ("Local Government").

#### Recitals

The MnDOT has a contract with the Local Government identified as MnDOT Contract No. 1045974 ("Original Contract") to act as an agent of the Local Government for the receipt and distribution of federal funds. This agreement provides payment of federal funds for Preliminary Engineering for the project which needs to be upgraded with Emergency Relief funds.

The contract is being amended due to the increase in costs on the design of the project from multiple alternatives being developed and a more refined estimate of design work needed for the final alternative was chosen to move forward. This contract is being amended to better reflect the actual cost of the work that needs to be completed.

The MnDOT and the Local Government are willing to amend the Original Contract as stated below.

#### Contract Amendment

In this Amendment deleted contract terms will be ~~struck out~~ and the added contract terms will be underlined.

**REVISION 1.** Article 6. "**Payment**" is amended as follows:

6.1 The estimated cost of the Preliminary Engineering is ~~\$209,000~~ \$340,000.

6.1.1. It is anticipated that 80% (up to ~~\$167,200~~ \$272,000) of the cost of the Preliminary Engineering is to be paid from federal funds made available by the FHWA, and that the remaining 20% shall be paid by the Local Government. The Local Government will pay any part of the cost or expense of the work that the FHWA does not pay.

**REVISION 2.** Article 6. "**Payment**" is amended as follows:

6.1.6. For costs expected to exceed ~~\$209,000~~ \$340,000, the Local Government must request the preparation and execution of a supplement to this agreement, prior to incurring such costs.

The terms of the Original Contract are expressly reaffirmed and are incorporated by reference. Except as amended herein, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect.

**[THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK.]**

**NICOLLET COUNTY**

Nicollet County certifies that the appropriate person(s) have executed the Amendment on behalf of Nicollet County as required by applicable articles, bylaws or resolutions.

By: \_\_\_\_\_

Title: Nicollet County Board Chair

Date: 06-28-2022

By: \_\_\_\_\_

Title: Nicollet County Administrator

Date: 06-28-2022

**DEPARTMENT OF TRANSPORTATION**

Individual certifies that the applicable provisions of Minnesota Statutes §16C.08 subdivisions 2 and 3 are reaffirmed

By: \_\_\_\_\_

Title: Director  
State Aid for Local Transportation

Date: \_\_\_\_\_

**OFFICE OF FINANCIAL MANAGEMENT – GRANT UNIT**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**COMMISSIONER OF ADMINISTRATION**

By: \_\_\_\_\_

Date: \_\_\_\_\_





## RESOLUTION



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

**BE IT FURTHER RESOLVED**, the Nicollet County Board Chair and the Nicollet County Administrator are hereby authorized and directed for and on behalf of Nicollet County to execute and enter into an agreement with the Commissioner of Transportation prescribing the terms and conditions of said federal aid participation as set forth and contained in "Minnesota Department of Transportation Amendment #2 To MnDOT Contract #1045974", a copy of which said agreement was before the Nicollet County Board and which is made a part hereof by reference.

## CERTIFICATION

I hereby certify that the foregoing Resolution is a true and correct copy of the Resolution presented to and adopted by the Nicollet County Board at a duly authorized meeting thereof held on the 28<sup>th</sup> day of June, 2022, as shown by the minutes of said meeting in my possession.

---

Mandy Landkamer  
County Administrator and Clerk to the Board

Subscribed and sworn to before me this 28<sup>th</sup> day of June, 2022.

Notary Public\_\_\_\_\_

My Commission Expires\_\_\_\_\_

# Nicollet County Board of Commissioners Board Meeting Agenda Item



## Agenda Item:

Border-to-Border Grant Application Letter of Support

Primary Originating Division/Dept.: Administration

Meeting Date: 06/28/2022

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: ☒ Yes ☐ No

County Strategy:  
(Select One)

Programs and Services - deliver value-added quality services

## BACKGROUND/JUSTIFICATION:

Consideration of the attached Letter of Support for Nuvera's broadband grant application to expand broadband service within Nicollet County.

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 of the broadband grant application Letter of Support for Nuvera.

**FISCAL IMPACT:** No fiscal impact  
(Select One)

If "Other", specify:

**FUNDING**  
County Dollars =

State  
(Select One)

**FTE IMPACT:** No FTE change  
(Select One)

**Total:**

If "Increase or "Decrease," specify:

Related Financial/FTE Comments:

June 28, 2022

Office of Broadband Development  
Minnesota Department of Employment and Economic Development  
First National Bank Building  
332 Minnesota Street, Suite E200  
St. Paul, Minnesota 55101

To the Minnesota Office of Broadband Development:

Nicollet County would like to express its full support of the Border-to-Border Broadband Development Grant application being submitted by NUVERA. NUVERA has a history of providing state-of-the-art broadband service to many communities in Minnesota and a positive reputation for customer service and community commitment. We are confident in their ability to expand and enhance broadband service in Nicollet County, specifically in the south central area of the county near Nicollet County Road 25 and the Minnesota River valley east of the City of Courtland.

With funding assistance from the Minnesota Border-to-Border grant program, NUVERA's expanded broadband service will impact many county residents and business. Funding NUVERA's projects will allow for enhanced healthcare, access to educational opportunities through distance learning, improved remote-working conditions, and improved public safety assistance. This project will also enable greater collaboration and teamwork between community service centers, public safety offices, and county and municipal offices. Therefore, it is extremely important that NUVERA obtain state broadband grant funding to provide much needed broadband service to the areas outlined in their grant application.

Nicollet County completed a countywide broadband internet feasibility study in an effort to encourage more private and public investment in our underserved/unserved broadband areas. The funding of this application submitted by NUVERA would fulfill one of the goals of the study.

Nicollet County strongly urges the Office of Broadband Development to fund NUVERA's grant application. These important funds will allow for the expansion of broadband services in underserved/unserved areas, which will help build the future economic stability and prosperity of the entire county.

Sincerely,

Marie Dranttel  
Chair, Nicollet County Board of Commissioners

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#### Mission Statement

Providing efficient services with innovation and accountability.

#### Vision Statement

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. Integrity.  
Accountability.  
Efficiency. Innovation.

Nicollet County Board of Commissioners  
Board Meeting Agenda Item



**Agenda Item:**

American Rescue Plan Act Funds Resolution

Primary Originating Division/Dept.: Administration

Meeting Date: 06/28/2022

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: ☒ Yes ☐ No

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

**BACKGROUND/JUSTIFICATION:**

Consideration of the attached resolution accepting the Second Tranche of the American Rescue Plan Act funds (ARPA funds) from the Federal Government through the United States Treasury. The ARPA funds are available for governmental entities as a resource to assist with pandemic response and recovery efforts.

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) November 23, 2021

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

**ACTION REQUESTED:**

Approval of the Resolution accepting the second tranche of American Rescue Plan Act funds.

**FISCAL IMPACT:** Other  
(Select One)

**FUNDING**  
County Dollars = 0

If "Other", specify ARPA Funds

Federal 6,657,323.00  
(Select One)

**FTE IMPACT:** No FTE change  
(Select One)

**Total** 6,657,323.00

If "Increase or "Decrease" specify:

Related Financial/FTE Comments:

Second Tranche received - \$3,328,661.50



**RESOLUTION ACCEPTING AMERICAN RESCUE PLAN ACT FUNDS  
(KNOWN AS ARPA FUNDS) FROM THE FEDERAL GOVERNMENT THROUGH THE  
UNITED STATES DEPARTMENT OF THE TREASURY AND CERTIFYING THAT  
NICOLLET COUNTY WILL ADHERE TO THE GUIDELINES AS ESTABLISHED BY  
THE UNITED STATES DEPARTMENT OF THE TREASURY.**

**WHEREAS**, on March 11, 2021 the President of the United States signed into law the American Rescue Plan Act (ARPA) to provide continued relief from the impact of the COVID-19 pandemic; and

**WHEREAS**, approximately \$350 billion of the ARPA funding was allotted to assist state, local, tribal, and territory governments in responding to the COVID-19 pandemic; and

**WHEREAS**, Sections 602(b) and 603(b) of the Social Security Act as added by section 9901 of the American Rescue Plan Act authorized the United States Department of the Treasury to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund; and

**WHEREAS**, funds received are required to be used in accordance to the Coronavirus Local Fiscal Recovery Fund (CLFRF) requirements as provided within the guidance issued by the United States Department of the Treasury:

- To respond to the public health emergency or its negative economic impacts.
- To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers.
- For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to the revenues collected in the most recent full fiscal year prior to the emergency.
- To make necessary investments in water, sewer, or broadband infrastructure; and

**WHEREAS**, Nicollet County is expected to receive \$6,657,323 in funding, which will be received in two tranches, approximately one half within 60 days of the plan passage, and the remaining funds approximately 12 months later; and

**WHEREAS**, Nicollet County received the First Tranche on May 19, 2021, in the amount of \$3,328,661.50, and

**WHEREAS**, Nicollet County recently received the Second Tranche on June 9, 2022, in the amount of \$3,328,661.50.

**NOW, THEREFORE, BE IT RESOLVED** that the Nicollet County Board of Commissioners accepts the funding distribution of \$6,657,323 from the Federal Government through the United States Department of the Treasury related to the American Rescue Plan Act.

**BE IT FURTHER RESOLVED** that the Nicollet County Board certifies that it will adhere to the existing, additional, and amended guidelines as set forth by the United States Department of the Treasury related to the allocation, distribution, and reporting of the use of the American Rescue Plan Act funds.

Dated this 28<sup>th</sup> day of June, 2022

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Marie Dranttel, Chair  
Nicollet County Board of Commissioners

ATTEST:

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Mandy Landkamer,  
County Administrator/Clerk to the Board



# Nicollet County Board of Commissioners Board Meeting Agenda Item



## Agenda Item:

High School State Champions Proclamations

Primary Originating Division/Dept.: Administration

Meeting Date: 06/28/2022

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: ☒ Yes ☐ No

County Strategy:  
(Select One)

Programs and Services - deliver value-added quality services

## BACKGROUND/JUSTIFICATION:

Consideration of the attached proclamations celebrating the accomplishments of the following high school athletic state championship teams:

Mankato West Girls Softball - Class AAA  
Nicollet Raiders Girls Softball - Class A  
St. Peter Boys Track and Field - Class AA

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 of the three proclamations for the above high school athletic teams.

**FISCAL IMPACT:** No fiscal impact  
(Select One)

If "Other", specify:

**FUNDING**  
County Dollars =

State  
(Select One)

**FTE IMPACT:** No FTE change  
(Select One)

**Total:**

If "Increase or "Decrease," specify:

Related Financial/FTE Comments:



# Proclamation

---

WHEREAS: The Mankato West Scarlets softball team became the Minnesota State High School League Class AAA State Champions for the 2022 season; and,

WHEREAS: The Girls' Softball State Tournament was held at Caswell Park located in North Mankato, Nicollet County, June 9<sup>th</sup> and 10<sup>th</sup>; and

WHEREAS: The team finished their season with a record of 23 – 4; and

WHEREAS: The Nicollet County Board of Commissioners commends Head Coach Don Krusemark and the Mankato West Girls' softball team for their excellence, leadership, and display of positive sportsmanship throughout the 2022 season.

NOW, THEREFORE BE IT PROCLAIMED by the Nicollet County Board of Commissioners that it recognizes the Mankato West Scarlets Girls' Softball Team in becoming the 2022 Class AAA State Champions, and applauds them for their outstanding athletic achievement.

Dated this 28<sup>th</sup> day of June, 2022

---

Marie Dranttel, Chair  
Nicollet County Board of Commissioners

ATTEST:

---

Mandy Landkamer  
County Administrator/Clerk to the Board



# Proclamation

---

WHEREAS: The Nicollet Raiders softball team became the Minnesota State High School League Class A State Champions for the 2022 season; and,

WHEREAS: The Girls' Softball State Tournament was held at Caswell Park located in North Mankato, Nicollet County, June 9<sup>th</sup> and 10<sup>th</sup>; and

WHEREAS: The team finished their season with a record of 24 – 2, and

WHEREAS: The Nicollet County Board of Commissioners commends Head Coach Brianne Eldred and the Nicollet Raiders Girls' softball team for their excellence, leadership, and display of positive sportsmanship throughout the 2022 season.

NOW, THEREFORE BE IT PROCLAIMED by the Nicollet County Board of Commissioners that it recognizes the Nicollet Raiders Girls' Softball Team in becoming the 2022 Class A State Champions, and applauds them for their outstanding athletic achievement.

Dated this 28<sup>th</sup> day of June, 2022

---

Marie Dranttel, Chair  
Nicollet County Board of Commissioners

ATTEST:

---

Mandy Landkamer  
County Administrator/Clerk to the Board



# Proclamation

---

WHEREAS: The St. Peter Saints Boys Track and Field team became the Minnesota State High School League Class AA State Champions for the 2022 season; and

WHEREAS: The Boys' Track and Field State Tournament was held at the St. Michael-Albertville High School, June 9<sup>th</sup>, 10<sup>th</sup>, and 11<sup>th</sup>; and

WHEREAS: The Nicollet County Board of Commissioners commends Head Coach Keith Hanson and the St. Peter Boys' Track and Field team for their excellence, leadership, and display of positive sportsmanship throughout the 2022 season.

NOW, THEREFORE BE IT PROCLAIMED by the Nicollet County Board of Commissioners that it recognizes the St. Peter Saints Boys' Track and Field team in becoming the 2022 Class AA State Champions, and applauds them for their outstanding athletic achievement.

Dated this 28<sup>th</sup> day of June, 2022

---

Marie Dranttel, Chair  
Nicollet County Board of Commissioners

ATTEST:

---

Mandy Landkamer  
County Administrator/Clerk to the Board



**JUNE 14, 2022**  
**OFFICIAL PROCEEDINGS OF THE**  
**NICOLLET COUNTY DRAINAGE AUTHORITY**

The Nicollet County Drainage Authority met in regular session on Tuesday, June 14, 2022, at 9:39 a.m. with Chair Dranttel presiding. Commissioners Terry Morrow and Jack Kolars were also present. Also present were County Administrator Mandy Landkamer, County Attorney Michelle Zehnder Fischer, and Recording Secretary Sarah Frahm.

**Approval of Agenda**

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

**Consent Agenda**

Motion by Commissioner Morrow and seconded by Commissioner Kolars to approve the consent agenda items as follows: approval of the May 24, 2022 Drainage Authority minutes. Motion carried with all voting in favor.

**Public Appearances**

There were no public appearances.

**Adjourn**

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

Chair Dranttel adjourned the meeting at 9:40 a.m.

---

MARIE DRANTTEL, CHAIR  
BOARD OF COMMISSIONERS

ATTEST:

---

MANDY LANDKAMER,  
CLERK TO THE BOARD

Nicollet County Drainage  
Authority Meeting  
Agenda Item



**Agenda Item:**

CD79 Continued Public Hearing on the Final Acceptance of the Improvement Project

Primary Originating Division/Dept.: Public Services

Meeting Date: 06/28/2022

Contact: Jaci Kopet

Title: PPSP Director

Item Type: Regular Agenda  
(Select One)

Amount of Time Requested 30 minutes

Presenter: Chuck Brandel

Title: ISG Engineer

Attachments: ☒ Yes ☐ No

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

**BACKGROUND/JUSTIFICATION:**

This is a continued public hearing on CD79 at 10:00 am for the final acceptance of the improvement project and levy hearing for CD79. Attached is the report from ISG. Chuck Brandel will be in attendance to present the report.

The total final cost for the improvement project came to \$200,784.27. This is over the final engineer's estimate in the amount of \$42,502.27. This amount is due to the petitioners' legal fees, as they are not included in ISG's FER. I also want to point out that ISG fees were over roughly \$17,000 and the contract came in under bid at roughly \$17,000.

If the drainage authority approved the final acceptance report, I will be asking for the drainage authority to approve by order the levy to the landowners for the improvement project and other maintenance costs since the last levy in the amount of \$231,943.54 This amount represents \$200,784.27 Improvement Costs, \$21,159.27 general maintenance cost since 2015, and \$10,000 for a repair fund for future expenses.

Supporting Documents: ☒ Attached ☐ In Signature Folder ☐ None

Prior Drainage Authority Action Taken on this 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:**

The Drainage Authority will be asked to approve or deny the Final Acceptance Report

**FISCAL IMPACT:** Other  
(Select One)

If "Other", specify

**FUNDING**

Drainage Authority Dollars =

Grant

(Select One)

**FTE IMPACT:** No FTE change  
(Select One)

If "Increase or "Decrease" specify:

**Total**

Related Financial/FTE Comments:



# FINAL ACCEPTANCE REPORT

## Nicollet County Ditch No. 79

18670  
December 2021

REPORT FOR:

Jaci Kopet  
Drainage Authority  
Nicollet County  
501 S Minnesota Avenue  
St. Peter, MN, 56082  
507.934.7806  
[jaci.kopet@co.nicollet.mn.us](mailto:jaci.kopet@co.nicollet.mn.us)

FROM:

Chuck Brandel, PE  
Senior Civil Engineer  
ISG  
115 E Hickory Street, Suite 300  
Mankato, MN 56001  
507.387.6651  
[chuck.brandel@isginc.com](mailto:chuck.brandel@isginc.com)

ISG

December 7, 2021

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

Re: CD 79

Mrs. Kopet,

The repairs to Nicollet County Ditch 79 have been fully completed. The contractor Molnau Trucking LLC from Norwood, MN has completed 100% of the project including establishment of vegetation in disturbed areas.

The cost estimate for construction, including contingency, from the Final Engineering Report was \$73,000.77. The original contract price based on engineer's estimated quantities was \$77,885.81 however there were some cost savings during construction including the narrowing of the private driveway crossing. The total cost of completed work is \$73,974.65.

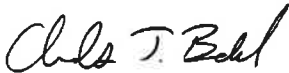
The work was not complete by the November 13, 2021 Substantial Completion deadline as required in the Agreement Form, Section 00 5200 of the contract. Per Article 4.03 of the Agreement Form - Liquidated Damages of the contract, the contractor shall pay owner \$400 for each day that expires after the substantial completion deadline. Final grading and seeding was completed on December 18, 2020 which was 35 days after the substantial completion date. Molnau Trucking has signed and agreed to Change Order 1 which deducts \$14,000 in liquidated damages from final payment.

To date, the contractor has been paid \$53,797.35, with the \$14,000.00 in liquidated damages there is an unpaid balance of \$6,177.30 left to pay on retainage and releasing temporary deductions for vegetation establishment. The As-built Drawings, total completed quantities, and final Pay Request No. 2 are enclosed.

We recommend payment and final acceptance of this project at this time.

Please feel free to contact us with any questions.

Sincerely,



Chuck Brandel, P.E.

Enclosure  
Attachment

Cc: - Ryan Molnau Trucking LLC

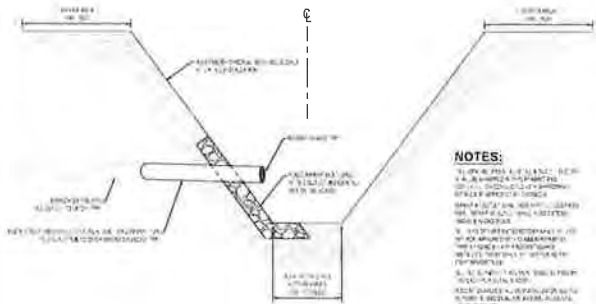
Nicollet County Ditch No.79

## APPENDIX A: As-Built Plans





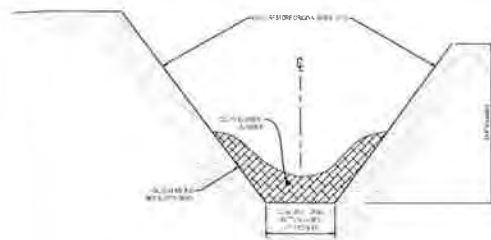
NOTE: ALL TILE OUTLETS AND FIELD INTAKES SHALL BE REPAIRED OR PROTECTED



TYPICAL TILE OUTLET REPAIR  
NTS AG430

**NOTES:**

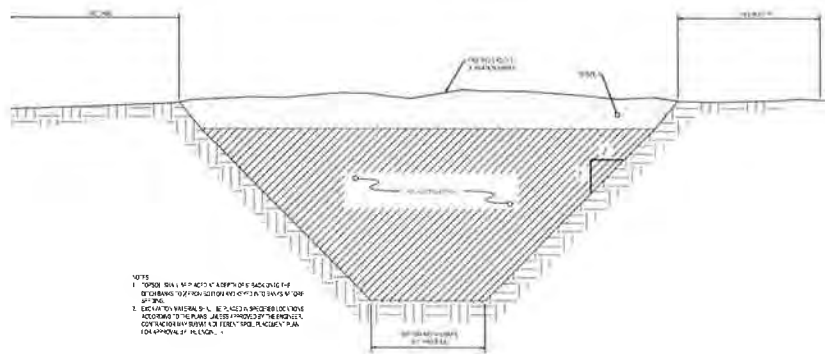
1. TILE SHALL BE REPAIRED OR PROTECTED WITH A CONCRETE STRUCTURE.
2. THE STRUCTURE SHALL BE CONSTRUCTED TO THE TOP OF THE DITCH BANK.
3. THE STRUCTURE SHALL BE CONSTRUCTED TO THE TOP OF THE DITCH BANK.
4. THE STRUCTURE SHALL BE CONSTRUCTED TO THE TOP OF THE DITCH BANK.
5. THE STRUCTURE SHALL BE CONSTRUCTED TO THE TOP OF THE DITCH BANK.
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9. THE STRUCTURE SHALL BE CONSTRUCTED TO THE TOP OF THE DITCH BANK.
10. THE STRUCTURE SHALL BE CONSTRUCTED TO THE TOP OF THE DITCH BANK.



**NOTES:**

1. DITCH SHALL BE CLEANED TO THE TOP OF THE DITCH BANK.
2. THE STRUCTURE SHALL BE CONSTRUCTED TO THE TOP OF THE DITCH BANK.
3. THE STRUCTURE SHALL BE CONSTRUCTED TO THE TOP OF THE DITCH BANK.
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10. THE STRUCTURE SHALL BE CONSTRUCTED TO THE TOP OF THE DITCH BANK.

TYPICAL DITCH CLEANING  
NTS AG430



1. DITCH SHALL BE CONSTRUCTED TO THE TOP OF THE DITCH BANK.
2. THE STRUCTURE SHALL BE CONSTRUCTED TO THE TOP OF THE DITCH BANK.
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10. THE STRUCTURE SHALL BE CONSTRUCTED TO THE TOP OF THE DITCH BANK.

TYPICAL OPEN DITCH CONSTRUCTION  
NTS AG433



AS-BUILT 01/15/21

NOTE: THE CLARITY OF THESE PLANS DEPENDS UPON COLOR COPIES. IF THIS TEXT DOES NOT APPEAR IN COLOR, THESE NOTES ARE ORIGINAL PLAN SET AND MAY RESULT IN MISINTERPRETATION.

CHARLES J. BRANDEL

01/15/21

NICOLLET COUNTY

COUNTY DITCH  
No. 79

COURTLAND TWP MN

DATE	DESCRIPTION	BY

PROJECTION	15-10070
SAC FILE NAME	1801001001.MXD
DATE	01/15/21
BY	01/15/21
APPROVED	01/15/21
OFFICIAL TITLE DATE	01/15/21
DATE OF PROJECT	01/15/21

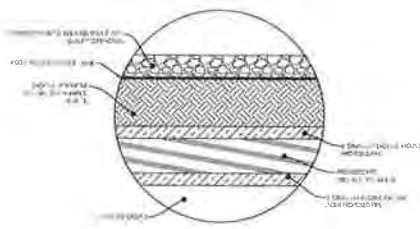
TITLE

DETAILS

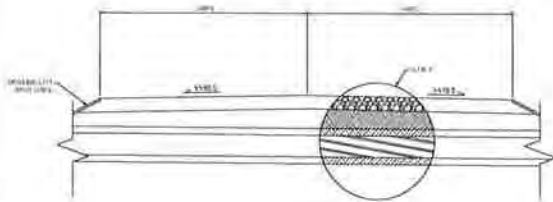
SHEET

3





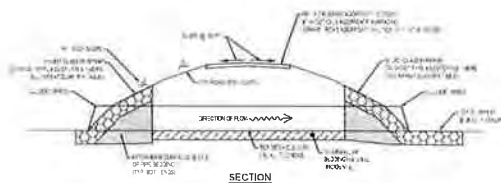
DETAIL A



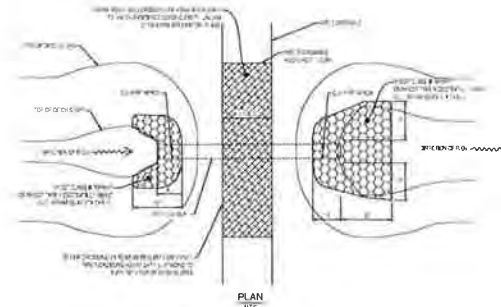
SECTION

**NOTES:**  
 1. ALL RIPRAP SHALL BE PLACED IN THE MANNER SHOWN.  
 2. THE RIPRAP SHALL BE PLACED IN THE MANNER SHOWN.  
 3. THE RIPRAP SHALL BE PLACED IN THE MANNER SHOWN.  
 4. THE RIPRAP SHALL BE PLACED IN THE MANNER SHOWN.

TYPICAL ROADWAY SECTION  
 NTS AG 700



SECTION  
 NTS



PLAN  
 NTS

RIPRAP QUANTITY	
TABLE 1	1.5 X 4.0 X 20.0 CM
TABLE 2	1.5 X 4.0 X 20.0 CM

**NOTES:**  
 1. ALL RIPRAP SHALL BE PLACED IN THE MANNER SHOWN.  
 2. THE RIPRAP SHALL BE PLACED IN THE MANNER SHOWN.  
 3. THE RIPRAP SHALL BE PLACED IN THE MANNER SHOWN.  
 4. THE RIPRAP SHALL BE PLACED IN THE MANNER SHOWN.

TYPICAL FIELD OR ROAD CROSSING  
 NTS AG 710



AS-BUILT 01/15/21

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 CHARLES J. BRANDEN  
 COUNTY ENGINEER

THIS DOCUMENT IS THE PROPERTY OF A GROUP OF FIVE INDIVIDUALS WHOSE NAMES ARE LISTED BELOW. IT IS NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN CONSENT OF THE GROUP.

PROJECT:

**NICOLLET COUNTY**

**COUNTY DITCH**

**No. 79**

COURTLAND TWP. MN

REVISION SCHEDULE

DATE	DESCRIPTION	BY

PROPOSED: 11-5-2020

DATE/NAME: 11/05/2020/AS

CREATED BY: SAW

REVIEWED BY: CA

DATE/NAME: 11/16/2020

CLIENT PROJECT:

TITLE

**DETAILS**

DATE: 11/15/21

BY: 4

OF: 1



Culvert Replacement										
Branch	Station	Size and Material	Length (LF)	Slope (%)	Invert (Upstream)	Invert (Downstream)	Crossing Type	Seed Area (SY)	Rip Rap (CY)	Aprons
Main	0+20	60" RCP	20	0.45	978.02	977.84	Field	500	50	2 - 60" Flared RCP
Main	21+00	54" RCP	48	0.10	979.81	979.75	448th Ln.	300	50	2 - 54" Flared RCP

Nicollet County Ditch No. 79  
Watershed Boundary  
Total Area = 1,150 Acres

#### Legend

- Existing Culvert
- Proposed Culvert
- Existing Ditch
- Proposed Ditch
- Proposed Ditch
- Watershed Boundary
- Watershed Boundary Point
- Private

ISG

AS-BUILT 01/15/21

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CHARLES J. BRANDEL  
*Charles J. Brandel*  
DATE: 01/15/21 BY: CJB  
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AND MAY NOT BE REPRODUCED OR TRANSMITTED IN ANY FORM  
WITHOUT PRIOR WRITTEN CONSENT.

#### NICOLLET COUNTY COUNTY DITCH No. 79

COURTLAND TWP		10N
SECTION	ACRES	
1	36.00	
2	36.00	
3	36.00	
4	36.00	
5	36.00	
6	36.00	
7	36.00	
8	36.00	
9	36.00	
10	36.00	
11	36.00	
12	36.00	
13	36.00	
14	36.00	
15	36.00	
16	36.00	

#### OVERALL WATERSHED

6





## APPENDIX B: Damages

## Nicollet County Ditch No. 79

### Approximate Easement Summary

December 2020

	40 Description	40 Owner	Approximate Station Range	Improvement Description	Permanent Damages (Acres)	Temporary Easement (Acres)	Crop	PIN
Mainline Open Ditch	PT OF GL 4 TOTAL ACRES 2.18	Marti Theodore Revocable Trust	0+11 - 2+88	60" Culvert Replacement & Open Ditch Cleaning	0.01	0.02	N/A	1127400009
	BEG 500' E & 1710' N OF S 1/4 COR; NE ALONG DITCH C.L. 430'; NE 570'; NW ALONG DITCH C.L. 300'+; W ALONG SLY WATER EDGE 530'+; S 840' TO BEG (SUBJECT TO LAKE) = 8.00 ACRES	Cordes, Randy D.	0+11 - 12+83	60" Culvert Replacement, Open Ditch Establishment & Cleaning	0.34	1.50	N/A	1127400010
	GL 3 ACRES 53.10; GL 4 "EX 80' X 150'" & "EX 2.18 AC" & "EX 8.00 AC" = 15.05 ACRES	Gieseke, Paul W & Sandra J Gieseke	9+67 - 20+79	Open Ditch Establishment & Cleaning, Culvert Replacement	0.01	0.87	N/A	1127300004
	<b>448th Lane Crossing</b>							
	PT OF GL 5 & 6 PARCEL B ACRES 11.08	Gieseke, Paul W & Sandra J Gieseke	20+79 - 21+35	54" Culvert Replacement	0.00	0.03	N/A	1127400004
	S 1/2 OF SW 1/4 ACRES 80.00	Hulke Bruce H Living Trust	20+92 - 21+61	54" Culvert Replacement	0.00	0.07	N/A	1127300002
			<b>Total</b>	<b>0.36</b>	<b>2.49</b>			



## APPENDIX C: Final Pay Request

### Application For Payment Change Order Summary

1. ORIGINAL CONTRACT PRICE	\$	77,899.50
2. Net change by Change Orders	\$	(14,000.00)
3. Current Contract Price (Line 1 ± 2)	\$	63,899.50
4. Completed Bid Items (Column J total on Completed Items)	\$	73,974.65
5. Completed Change Order Items (Column K total on Change Order Items)	\$	(14,000.00)
6. Temporary Withholdings (Column L on Temporary Withholdings)	\$	-
7. Stored Materials (Column M total on Stored Materials)	\$	-
8. TOTAL COMPLETED AND STORED TO DATE LESS TEMPORARY WITHHOLDINGS	\$	59,974.65
9. RETAINAGE:		
a. X \$ 59,974.65 Work Completed (Line 4+5+6)	\$	-
b. X \$ - Stored Material (Line 7)	\$	-
c. Total Retainage (Line 5a + Line 5b)	\$	-
10. AMOUNT ELIGIBLE TO DATE (Line 8 - Line 9c)	\$	59,974.65
11. LESS PREVIOUS PAYMENTS (Line 10 from prior Application)	\$	53,797.35
12. AMOUNT DUE THIS APPLICATION	\$	6,177.30
13. BALANCE TO FINISH, PLUS RETAINAGE		
(Column L total on Completed Items + Column M Total Change Order Items + Column L on Temporary Withholdings + Line 9c above)	\$	-

Payment of:	\$6,177.30	
	(Line 8 or other - attach explanation of the other amount)	
Is recommended by:	<i>Charles T. Buel</i>	11/30/2021
	(Engineer)	(Date)
Payment of:		
	(Line 8 or other - attach explanation of the other amount)	
Is approved by:		
	(Owner)	(Date)
Approved by:		
	Funding or Financing Entity (If applicable)	(Date)

Completed Bid Items



Nicollet County  
Ditch No. 79  
Nicollet County Drainage Authority

Pay Request 2  
1/8/2021 To 9/16/2021

A	B	C	D	E	F	G	H	I	J	K	L
Bid Item Number	Bid Item	Unit	Quantity	Unit Price	Total Amount	Quantity This Pay Request	Amount This Pay Request	Quantity To Date	Amount To Date	Quantity Remaining	Amount Remaining
2021.501	MOBILIZATION	LS	1.00	\$ 5,000.00	\$ 5,000.00	0.00	\$ -	1.00	\$ 5,000.00	0.00	\$ -
2104.501	REMOVE CMP CULVERT	EA	3.00	\$ 750.00	\$ 2,250.00	0.00	\$ -	3.00	\$ 2,250.00	0.00	\$ -
2105.602	AGGREGATE BASE (CV) (P), CLASS V	CY	35.50	\$ 37.00	\$ 1,313.50	0.00	\$ -	30.00	\$ 1,110.00	5.50	\$ -
2105.602	OPEN CUT & RESTORE GRAVEL ROAD OR DRIVEWAY	EA	1.00	\$ 4,500.00	\$ 4,500.00	0.00	\$ -	1.00	\$ 4,500.00	0.00	\$ -
2105.602	OPEN CUT & RESTORE FIELD CROSSING	EA	1.00	\$ 2,500.00	\$ 2,500.00	0.00	\$ -	1.00	\$ 2,500.00	0.00	\$ -
2105.603	DITCH CLEANING (12" WIDE DITCH BOTTOM)	LF	755.00	\$ 2.50	\$ 1,887.50	0.00	\$ -	755.00	\$ 1,887.50	0.00	\$ -
2106.501	CONSTRUCT DITCH (P) (EV)	CY	655.00	\$ 12.50	\$ 8,187.50	0.00	\$ -	655.00	\$ 8,187.50	0.00	\$ -
2106.501	TOP SOIL STRIP & PLACE SPOILS	AC	1.10	\$ 2,500.00	\$ 2,750.00	0.00	\$ -	0.50	\$ 1,250.00	0.60	\$ -
2501.511	60-INCH CLASS III RCP PIPE	LF	28.00	\$ 300.00	\$ 8,400.00	0.00	\$ -	20.00	\$ 6,000.00	8.00	\$ -
2501.511	60-INCH CLASS III RCP PIPE	LF	48.00	\$ 250.00	\$ 12,000.00	0.00	\$ -	48.00	\$ 12,000.00	0.00	\$ -
2501.515	60-INCH RCP APRON	EA	2.00	\$ 2,500.00	\$ 5,000.00	0.00	\$ -	2.00	\$ 5,000.00	0.00	\$ -
2501.515	60-INCH RCP APRON	EA	2.00	\$ 2,500.00	\$ 5,000.00	0.00	\$ -	2.00	\$ 5,000.00	0.00	\$ -
2511.501	CLASS III RIPRAP WITH GEOTEXTILE FABRIC	CY	100.00	\$ 105.00	\$ 10,500.00	0.00	\$ -	100.00	\$ 10,500.00	0.00	\$ -
2573.502	INSTALL FLOATING SILT CURTAIN	LF	40.00	\$ 35.00	\$ 1,400.00	0.00	\$ -	40.00	\$ 1,400.00	0.00	\$ -
2573.502	INSTALL SILT FENCE	LF	500.00	\$ 2.50	\$ 1,250.00	0.00	\$ -	0.00	\$ -	500.00	\$ -
2575.523	MANDOT CATEGORY 3 EROSION CONTROL BLANKET	SY	1,178.00	\$ 2.50	\$ 2,945.00	0.00	\$ -	257.86	\$ 644.65	920.14	\$ -
2575.501	16.5' BUFFER STRIP SEEDING (SEED MIX: BUFFER BLEND WITH TYPE 3 MULCH)	AC	0.65	\$ 2,500.00	\$ 1,625.00	0.00	\$ -	1.99	\$ 4,975.00	0.00	\$ -
2575.501	STANDARD SLOPE SEEDING (SEED MIX: BUFFER BLEND WITH TYPE 3 MULCH)	AC	0.10	\$ 3,500.00	\$ 350.00	0.00	\$ -	0.32	\$ 1,120.00	0.00	\$ -
2575.541	BUFFER STRIP MOWING	AC	1.30	\$ 500.00	\$ 650.00	1.30	\$ 650.00	1.30	\$ 650.00	0.00	\$ -
2575.545	WEED SPRAYING	AC	1.40	\$ 250.00	\$ 350.00	0.00	\$ -	0.00	\$ -	1.40	\$ -
					\$ 77,858.50		\$ 650.00		\$ 73,974.65		\$ -

# Completed Change Order Items



Nicollet County  
Ditch No. 79

Nicollet County Drainage Authority

Pay Request 2  
1/8/2021 To 9/16/2021

A	B	C	D	E	F	G	H	I	J	K	L	M
Change Order	Bid Item Number	Bid Item	Unit	Quantity	Unit Price	Total Amount	Quantity This Pay Request	Amount This Pay Request	Quantity To Date	Amount To Date	Quantity Remaining	Amount Remaining
1	1.01	Liquidated Damages	EA	35.00	\$ (400.00)	\$ (14,000.00)	35.00	\$ (14,000.00)	35.00	\$ (14,000.00)	0.00	\$ -
						\$ (14,000.00)		\$ (14,000.00)		\$ (14,000.00)		\$ -

# Temporary Withholdings



Nicollet County  
Ditch No. 79

Nicollet County Drainage Authority

Pay Request 2  
1/8/2021 To 9/16/2021

A	B	C	D	E	F	G	H	I	J	K	L
Bld Item Number	Bld Item	Unit	Quantity	Unit Price	Total Amount	Quantity Installed To Date	Amount Installed To Date	Temp Withholding %	Temp Withholding Amount	Amount Released	Amount Remaining
2575.523	MnDOT CATEGORY 3 EROSION CONTROL BLANKET	SY	1178.00	\$ 2.50	\$ 2,945.00	257.86	\$ 644.65	40%	\$ 257.86	\$ 257.86	\$ -
2575.501	16.5' BUFFER STRIP SEEDING (SEED MIX: BUFFER BLEND WITH TYPE 3 MULCH)	AC	0.65	\$ 2,500.00	\$ 1,625.00	1.99	\$ 4,975.00	40%	\$ 1,990.00	\$ 1,990.00	\$ -
2575.501	STANDARD SIDESLOPE SEEDING (SEED MIX: BUFFER BLEND WITH TYPE 8 MULCH)	AC	0.10	\$ 3,500.00	\$ 350.00	0.32	\$ 1,120.00	40%	\$ 448.00	\$ 448.00	\$ -
									\$ 2,695.86		\$ -



#### Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

#### Confirmation Summary

Confirmation Number:	0-449-630-880
Submitted Date and Time:	6-Dec-2021 3:38:49 PM
Legal Name:	MOLNAU TRUCKING LLC
Federal Employer ID:	20-8516801
User Who Submitted:	amolnau
Type of Request Submitted:	Contractor Affidavit

#### Affidavit Summary

Affidavit Number:	956201344
Minnesota ID:	8825873
Project Owner:	NICOLLET COUNTY DRAINAGE AUTHORITY
Project Number:	15-18670
Project Begin Date:	26-Oct-2020
Project End Date:	18-Dec-2020
Project Location:	NICOLLET COUTNY
Project Amount:	\$59,974.65
Subcontractors:	No Subcontractors

#### Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

#### Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) [withholding\\_tax@state.mn.us](mailto:withholding_tax@state.mn.us). Business hours are 8:00 a.m. - 4:30 p.m. Monday - Friday.

Please [print this page](#) for your records using the print or save functionality built into your browser.



## APPENDIX D: Construction Pictures



Floatation silt fence installation.



Typical ditch cleaning.



Road crossing at station 0+00.



Finished road crossing at 0+00 with rip rap North side.





Finished road crossing at station 0+00  
South.



Typical open ditch cleaning.



Typical seeding and blanketing procedure.



Typical spillway overflow rip rap area.





DJI\_0963  
12/23/2020



6/18/2021



9/18/2021





12/23/2020



6/18/2021



9/18/2021





12/23/2020



DJI\_0326

6/18/2021



9/18/2021





12/23/2020



6/18/2021



9/18/2021





12/23/2020



6/18/2021



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12/23/2020



6/18/2021



9/18/2021





12/23/2020



6/18/2021



9/18/2021