NICOLLET COUNTY EST. 1853

Board of Commissioners Agenda

September 13, 2022

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

Commissioners: Marie Dranttel- Board Chair; Jack Kolars- Vice Chair; John Luepke; Terry Morrow; David 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. August 23, 2022 Board Minutes
   b. University of Minnesota Memorandum of Agreement 2022 – 2024 Addendum
   c. End of Probations
   d. Approval of Bills
5. Public Appearances

9:05 a.m.

6. Public Works
   a. CSAH 13/Lookout Drive Corridor Study Update – MAPO Presentation
   b. Consider Award of Bid for SAP 052-615-025 (CSAH 15 Reconstruction Project)
   c. Consider LRIP Grant Agreement No. #1051372, Resolution, and Property Certification
   d. Consider Award of Quote for CP 15-22 (CSAH 15 Culvert Repairs)

10:00 a.m.

7. Human Resources
   a. TEKSystems Staffing Services Agreement

10:10 a.m.

8. County Attorney Update
9. Chair's Report
10. Commissioner Committee Reports
11. Commissioner Meetings & Conferences
12. Approve Per Diems and Expenses
13. Adjourn Board of Commissioners Meeting

10:15 a.m. **Call Drainage Authority Meeting to Order: Chair Dranttel**

1. Approval of Agenda
2. Approval of Consent Agenda:
   a. August 23, 2022 Drainage Authority Minutes
   b. Consider Ditch Repair Report 22-008
3. Public Appearances
4. Adjourn Drainage Authority Meeting

Mission Statement	Vision Statement	Core Values
Providing efficient services with innovation and accountability.	Setting the standard for providing superior and efficient county government services through leadership, accountability and innovation to a growing and diverse society.	Leadership. Integrity. Accountability. Efficiency. Innovation.

Board of Commissioners Agenda

September 13, 2022

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

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

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.

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.

September 2022:

September 13 – Board of Commissioners Meeting, 9 a.m.; Nicollet County Board Room, St. Peter
September 13 – Drainage Authority Meeting, following the adjournment of the BOC Meeting; Nicollet County Board Room, St. Peter
September 14 – Adolescent Chemical Wellness Advocates (ACWA) Community Night Event; 5:00 pm – 7:30 p.m.; St. Peter High School
September 14 – AMC Policy Conference; September 14-16; Arrowwood Resort, Alexandria
September 19 – North Mankato HHS Building Open House; 1:00 – 4:00 p.m.; 2070 Howard Dr., North Mankato
September 19 – Board of Adjustment and Appeals/Planning & Zoning Advisory Commission Meeting, 7 p.m.; Nicollet County Board Room, St. Peter
September 20 – Individual Department Head Meeting – Technologies, 8:15 a.m.; Nicollet County Board Room, St. Peter
September 20 – Board of Commissioners Workshop, 9:30 a.m.; Nicollet County Board Room, St. Peter
September 21 – Budget Workshop, 3:00 – 4:00 p.m.; Nicollet County Board Room, St. Peter
September 21 – Regional Economic Development Alliance (REDA) Annual Meeting, 5:00 – 8:00 p.m.; Gustavus Adolphus College, St. Peter
September 23 – BNEH Full Board Meeting, 9 a.m.; New Ulm Law Enforcement Center, 15 S Washington St, New Ulm
September 27 – Board of Commissioners Meeting, 9 a.m.; Nicollet County Board Room, St. Peter
September 27 – Drainage Authority Meeting, following the adjournment of the BOC Meeting; Nicollet County Board Room, St. Peter
September 27 – Mental Health Walk Event, 1-3 p.m., MN Square Park, St. Peter

AUGUST 23, 2022
OFFICIAL PROCEEDINGS OF THE
BOARD OF COUNTY COMMISSIONERS

The Nicollet County Board of Commissioners met in regular session on Tuesday, August 23, 2022, at 9:00 a.m. Commissioners Jack Kolars, Terry Morrow, John Luepke and David Haack were present. Also present were County Administrator Mandy Landkamer, County Attorney Michelle Zehnder Fischer and Recording Secretary Sarah Frahm.

Approval of Agenda

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

Consent Agenda

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

1. August 9, 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 - $134,911.53;
   b. Road & Bridge Fund - $134,558.89;
   c. Human Services Fund - $154,429.85

Motion carried with all voting in favor.

Public Appearances:

Lynn Fluegge approached the Board with concerns regarding CD86A. County Attorney Zehnder Fischer shared that they will be scheduling a meeting soon with landowners regarding CD86A updates.

Commissioner Luepke approached the Board as a landowner in the affected ditch area. He made a comment about his disappointment of the work done on the CD86A project.

Human Resources

Amazon Business Account Policy

Director Larson shared updates with the Board on the Amazon Business Account Policy. The purpose of the policy is to identify appropriate use by authorized users to ensure responsible use of taxpayer funds.

Motion by Commissioner Morrow and seconded by Commissioner Haack to approve the authorized use of the Nicollet County Amazon Business Account Policy. Motion carried with all voting in favor on a roll call vote.

Gallagher Benefits Consulting Agreement

Director Larson discussed the broker agreement with A. J. Gallagher. The County is transitioning from National Insurance Services to A. J. Gallagher as the insurance broker.

Motion by Commissioner Luepke and seconded by Commissioner Haack to accept the Gallagher Benefits Consulting Agreement. Motion carried with all voting in favor on a roll call vote.

Classification and Compensation Study – Additional Data

Director Larson shared updates on the Classification and Compensation study currently underway in Nicollet County. Director Larson recommends approval of the agreement so the final study numbers accurately reflect the data of the geographical area.

Motion by Commissioner Morrow and seconded by Commissioner Haack to approve the Gallagher Consulting Agreement for the Classification and Compensation Study. Motion carried with all voting in favor.

Licensed Union Contract for 2022

Commissioner Luepke motioned and Commissioner Morrow seconded to move to a closed meeting at 9:20 a.m. to discuss Licensed Union Contract negotiations. Commissioners Haack, Luepke, Morrow, and Kolars were in attendance, as well as Human Resources Director Larson, County Attorney Zehnder Fischer, and County Administrator Landkamer. The regular Board meeting was reopened at 9:29 a.m.

Motion by Commissioner Luepke and seconded by Commissioner Haack to approve the Licensed Union Contract for 2022. Motion carried with all voting in favor on a roll call vote.

PPSD – Property Services

August 15, 2022 Planning & Zoning Advisory Commission Meeting

Deputy Zoning Administrator Crawford came before the Board to request consideration of the following conditional use permit requests and findings of fact from the August 15, 2022 Planning & Zoning Advisory Commission Meeting:

1.)

Pentagon Materials/ Eveline & Kenneth Drill	PLN22-08	Conditional use permit for mineral extraction

Motion by Commissioner Luepke and seconded by Commissioner Morrow to accept the Planning & Zoning Advisory Commission's August 15, 2022 report, recommendations, and findings as submitted therein. Motion carried with all voting in favor.

Set Public Hearing Date for the Floodplain Ordinance Amendment and Zoning Map Amendment

Deputy Zoning Administrator Crawford brought forward a request to set the Public Hearing date for the Floodplain Ordinance and Zoning Map Amendments for September 27 at 10:00 a.m.

Motion by Commissioner Morrow and seconded by Commissioner Luepke to accept the Public Hearing date. Motion carried with all voting in favor.

Administration

Open Door Health Center Letter of Support

Administrator Landkamer brought before the Board a Letter of Support for the Open Door Health Center. A previous letter of support was provided by the County in 2018 for the same grant application.

Motion by Commissioner Haack and seconded by Commissioner Morrow to accept the approval of the Open Door Health Center Letter of Support. Motion carried with all voting in favor.

County Attorney
South Central HRA Operating Deficit Acknowledgment, Amendment, and Consent Agreement

County Attorney Zehnder Fischer shared updates related to the South Central Multi-County HRA. Due to the possible sale of the properties, an Operating Deficit Agreement (ODA) was prepared. The ODA was reviewed by the firm of Rupp, Anderson, Squires, Waldspurger, & Mace and approval of the document was recommended.

Motion by Commissioner Haack and seconded by Commissioner Morrow to authorize the Operating Deficit Acknowledgment Agreement. Motion carried with all voting in favor on a roll call vote.

County Attorney Update:

Attorney Zehnder Fisher shared that the Attorney's Office had a table at the Nicollet County Fair with information on fraud prevention and victim's rights. Attorney Zehnder Fischer also attended the Fentanyl Poisoning Awareness & Prevention Day last Sunday in Mankato. The Attorney's office is wrapping up their school supply drive. Finally, a community event on Children's Mental Health and Wellness is scheduled for September 14, and the St. Peter Ambassadors and Lion's Club will be serving food.

Chair's Report

Commissioner Committee Reports

The Commissioners reported on various meetings and activities, including:

Commissioner Jack Kolars
- Canvas
- Budget Committee
- County Fair
- Board Workshop
- MnDrive workshop

Commissioner Terry Morrow
- Regional Treatment Center
- Hwy 169 Coalition
- Board Workshop
- Nicollet County Picnic
- Bernadotte Night Out
- Tri-County Board

Commissioner John Luepke
- Canvas
- Board Workshop

- Bernadotte Night Out

Commissioner David Haack

- ACWA Advisory Board
- Statewide Emergency Finance Board
- MnDOT Road Tour

Approve Per Diems and Expenses

Motion by Commissioner Luepke and seconded by Commissioner Haack 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 Luepke and seconded by Commissioner Morrow to adjourn the meeting. Motion carried with all voting in favor. The meeting adjourned at 9:50 a.m.

____
JACK KOLARS, VICE CHAIR
BOARD OF COMMISSIONERS

ATTEST:

____
MANDY LANDKAMER, CLERK TO THE BOARD

Nicollet County Board of Commissioners
Board Meeting Agenda Item

NICOLLET COUNTY EST. 1853

Agenda Item:

University of Minnesota Memorandum of Agreement 2022 - 2024 Addendum

Primary Originating Division/Dept.: Administration	Meeting Date: 09/13/2022
Contact: Mandy Landkamer — Title: County Administrator	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:

Consideration of the attached Addendum to the Memorandum of Agreement (MOA) between the University of Minnesota and Nicollet County for an Ag Intern. The position is split between Sibley and Nicollet Counties. The Addendum will remain in place for the term of the MOA or December 31, 2024.

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) September 2021

Approved by County Attorney's Office: ○ Yes ○ No ◉ N/A

ACTION REQUESTED:

Approval of the Addendum to the MOA between the University of Minnesota and Nicollet County.

FISCAL IMPACT: (Select One) Included in current budget

If "Other", specify

FUNDING
County Dollars =

Other
(Select One)

Total

FTE IMPACT: (Select One) No FTE change

If "Increase or "Decrease" specify:

Related Financial/FTE Comments:

ADDENDUM II TO

Agreement between the University of Minnesota and Nicollet County
For providing Extension programs locally and employing Extension Staff

This Addendum is made to the Memorandum of Agreement ("MOA") for providing Extension programs locally and employing Extension staff between the County of Nicollet, Minnesota ("County") and Regents of the University of Minnesota, through Extension. The Addendum will remain in place for the term of the Memorandum of Agreement and will be effective as of January 1, 2022.

Program Intern

County agrees to provide the funds identified below to support the following Extension Program Interns (college students). This table is in addition to the Program Intern table in the first addendum of the MOA.

Program Intern Ag	**2022 Price**	**2023 Price**	**2024 Price**
Rate per Hour		$15.34	$15.72
Hours 20 hr/wk for 12 wk		240	240
Total		$3,682	$3,773

- Ag Intern shared .50 Nicollet / .50 Sibley

This Addendum may be executed in counterparts and/or by electronic signature, each counterpart of which will be deemed an original, and all of which together will constitute one agreement. The executed counterparts of this Addendum may be delivered by electronic means, such as email and/or facsimile, and the receiving party may rely on the receipt of such executed counterpart as if the original had been received.

The parties by their respective authorized agents or officers have executed this addendum.

COUNTY of NICOLLET

BY ______________________________
Chair, County Extension Committee

DATE______________________________

BY ______________________________
Chair, County Board of Commissioners

DATE______________________________

Regents of the University of Minnesota

BY ______________________________
Dean

DATE ________________

Nicollet County Board of Commissioners
Board Meeting Agenda Item

NICOLLET COUNTY EST. 1853

Agenda Item:

End of Probations

Primary Originating Division/Dept.: Human Resources	Meeting Date: 09/13/2022
Contact: Kristy Larson Title: HR Director	Item Type: (Select One) Consent Agenda
Amount of Time Requested minutes	
Presenter: Kristy Larson Title: HR Director	Attachments: ⦿ Yes ○ No

County Strategy: (Select One) Facilities and Space - preserve, maintain and build our assets

BACKGROUND/JUSTIFICATION:

Sheriff's Office

Sheriff Dave Lange has requested the end of probation for Philip Smith, Correctional Officer, effective August 30, 2022, and Jenna Garcia, 911 Dispatcher, effective August 31, 2022.

Administration

County Administrator Mandy Landkamer has requested the end of probation for Jaci Kopet, Property and Public Services Director, effective September 20, 2022, and Kristine Larson, Human Resources Director, effective September 20, 2022.

Facilities Maintenance

Facilities Maintenance Director Cody Johnson has requested the end of probation for Logan Dylla, Custodian, effective September 20, 2022.

Health & Human Services

Health & Human Services Director Cassie Sassenberg has requested the end of probation for Calane Bruender, Family & Child Care Licensor, effective September 20, 2022.

Supporting Documents: ○ Attached ⦿ In Signature Folder ○ None

Prior Board Action Taken on this Agenda Item: ⦿ Yes ○ No

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

Approved by County Attorney's Office: ○ Yes ○ No ⦿ N/A

ACTION REQUESTED:

Grant end of probationary status

FISCAL IMPACT: Other
(Select One)

If "Other", specify

FTE IMPACT: No FTE change
(Select One)

If "Increase or "Decrease" specify:

Related Financial/FTE Comments:

FUNDING

County Dollars =

Grant
(Select One)

Total

Nicollet County Board of Commissioners
Board Meeting Agenda Item

NICOLLET COUNTY EST. 1853

Agenda Item:
CSAH 13/Lookout Drive Corridor Study Update

Primary Originating Division/Dept.: Public Works/Highway	Meeting Date: 09/13/2022
Contact: Seth Greenwood, P.E. Title: PWD/County Engineer	Item Type: (Select One) Regular Agenda
Amount of Time Requested: 25 minutes	
Presenter: Ross Tillman, P.E. Title: Project Engineer- Bolton & Menk	Attachments: ⦿ Yes ○ No

County Strategy: (Select One) Facilities and Space - preserve, maintain and build our assets

BACKGROUND/JUSTIFICATION:

A corridor study is currently underway for CSAH 13/Lookout Drive from 512th Street to Lee Boulevard. A presentation of the corridor study to the County Board occurred at a County Board Workshop on April 19, 2022. Since this presentation additional refinements to alternatives and several public engagement events have occurred.

Ross Tillman (Bolten and Menk) who is the Project Manager for this corridor study, will attend the Board meeting to present an update on the corridor study.

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:

Informational

FISCAL IMPACT: Other
(Select One)

If "Other", specify:

FUNDING
County Dollars =

State
(Select One)

Total:

FTE IMPACT: No FTE change
(Select One)

If "Increase or "Decrease," specify:

Related Financial/FTE Comments:

BOLTON & MENK

Real People. Real Solutions.

MAPO

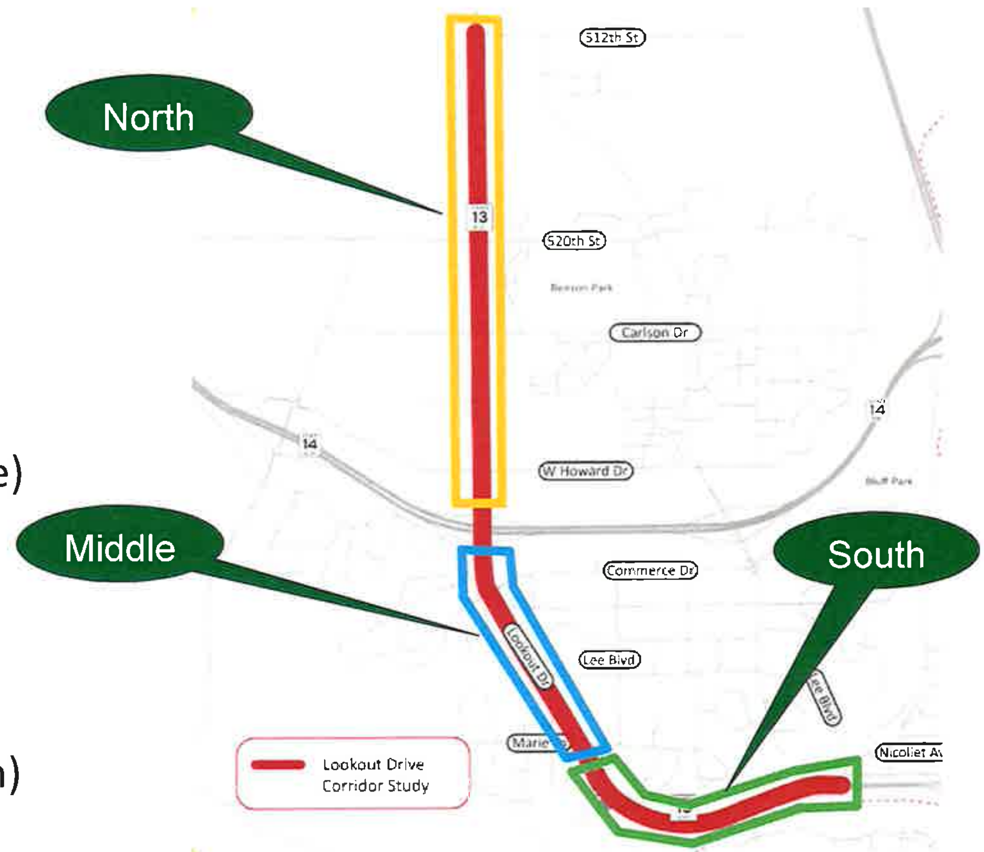
MANKATO/NORTH MANKATO AREA PLANNING ORGANIZATION

County Board Meeting

September 13th, 2022

Purpose and Needs

- **Purpose**
  - Identify multimodal improvements that can be made on Lookout Drive
  - Develop an implementation plan that is reasonable and implementable
- **Needs**
  - Maintain acceptable traffic operations and safety into future (North and Middle)
  - Align speeds to match context of roadway (Middle)
  - Improve pedestrian and bicycle connections both along and crossing Lookout Drive (North, Middle, and South)



Summer Engagement

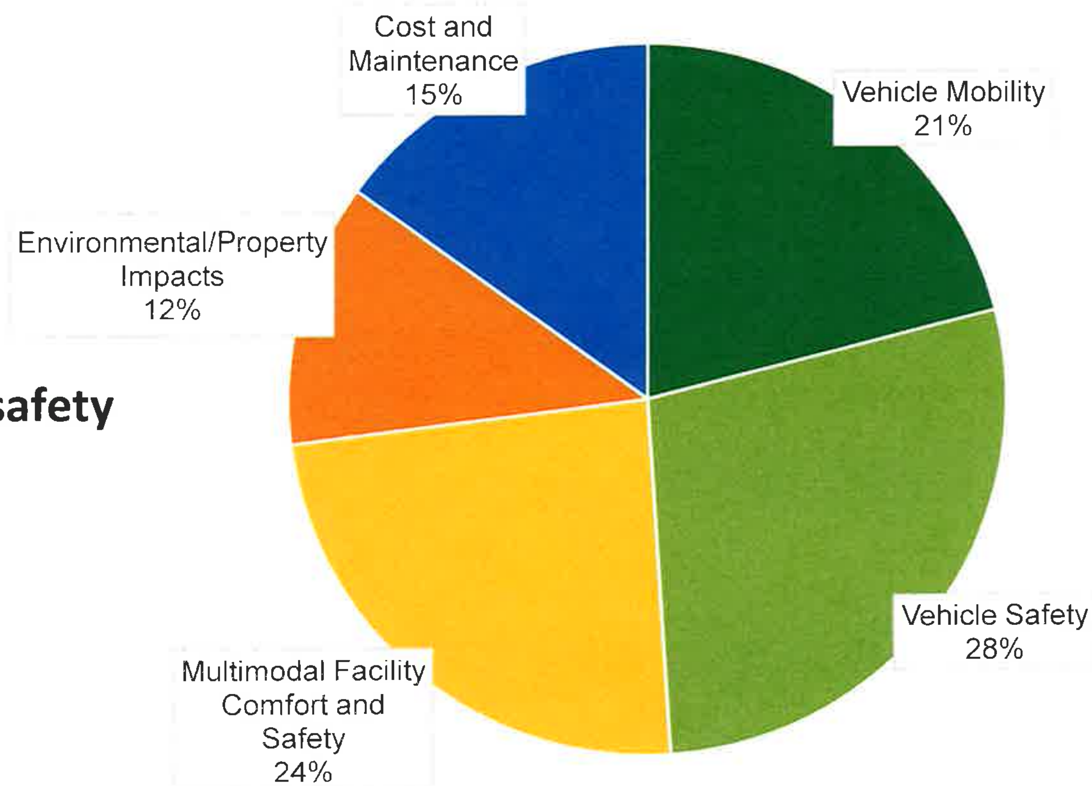
- **Farmers Market 8/8**
  - Alternative layouts available for conversation
  - Approximately 40 people stopped by
- **Online Engagement 8/8 – 8/29**
  - Recorded presentation and alternative layouts provided
  - 56 responses to posted survey

Roadway Alternative Features

- Access Management – *Keeping the route commuter friendly and safe*
- Traffic Calming – *Speeding concerns*
- Enhanced Bike/Pedestrian Facilities – *Desire for crossing refuge and dedicated facilities*
- Traffic Control Changes – *Keeping the route commuter friendly and safe as well as improving pedestrian crossings*

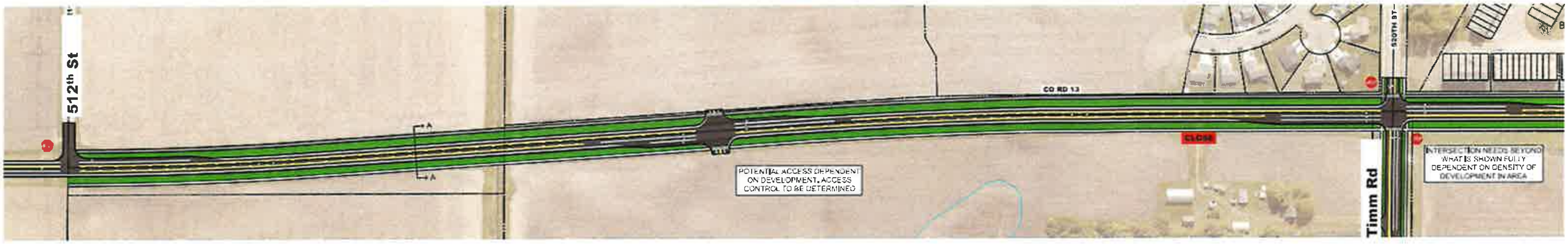
Evaluation and Ranking of Alternatives

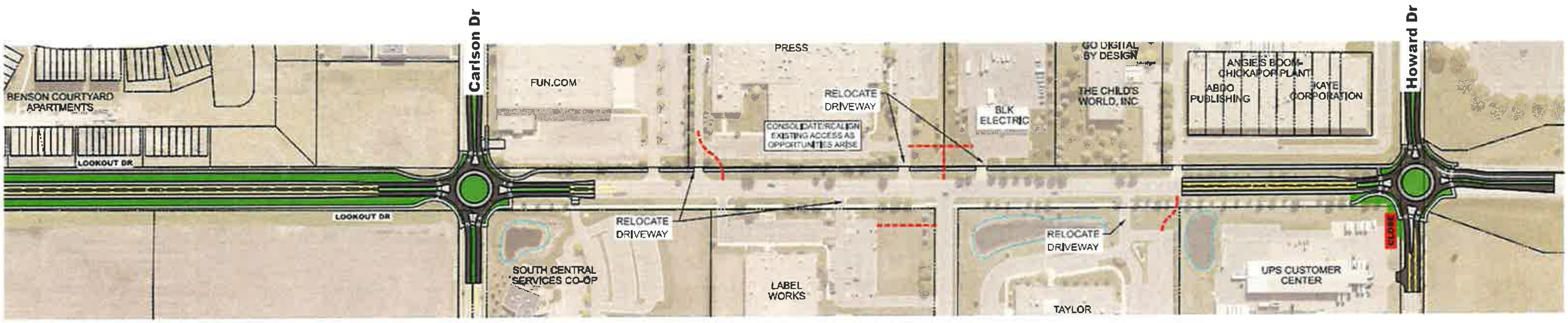
- **Vehicle mobility**
- **Vehicle safety**
- **Multimodal facility comfort and safety**
- **Environmental/property impacts**
- **Cost and maintenance**



North Segment – Alternative 1

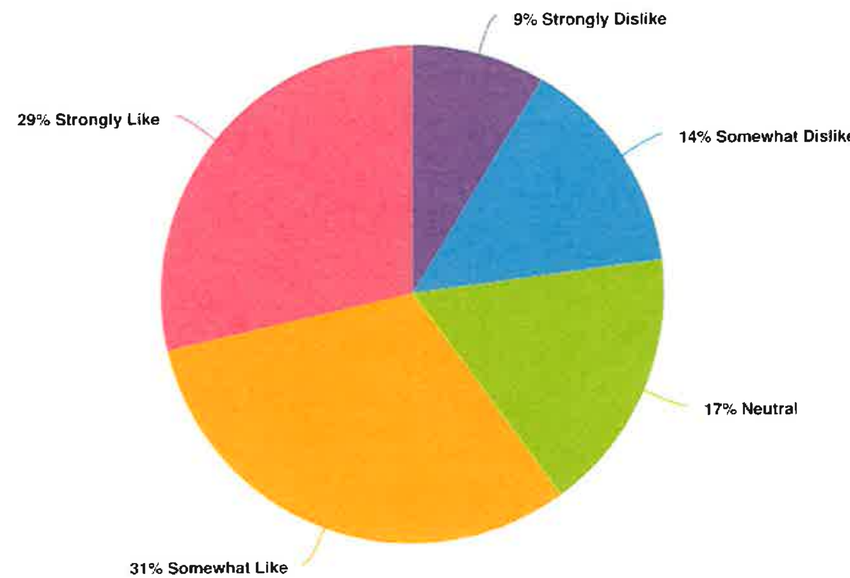
North



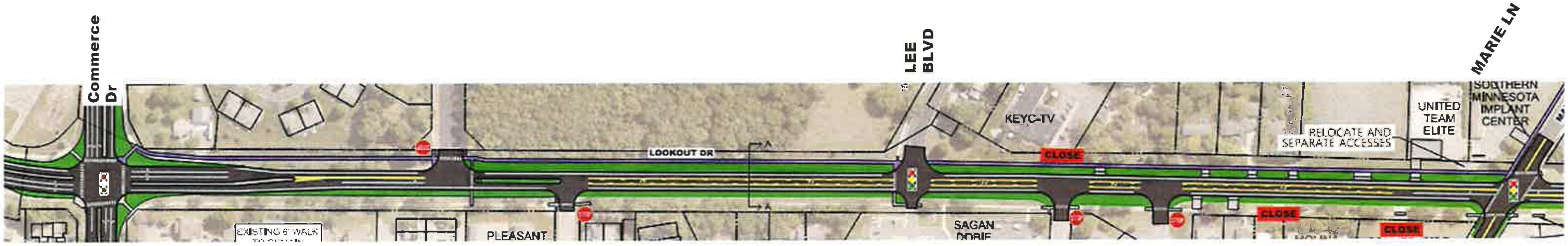


North Segment Alternative 1 – Roadway Section Details

Category	Performance
Vehicle Mobility	Great
Vehicle Safety	Great
Multimodal Facilities	Great
Impacts	Good
Cost & Maintenance	Good
Overall	Great
Segment Rank	1st (of 1)



Middle Segment Alternative 1 – Proposed Improvements



Middle Segment Alternative 2 – Proposed Improvements

North

Middle Segment Alternative 3 – Proposed Improvements

North

Middle Segment – Alternative Comparison

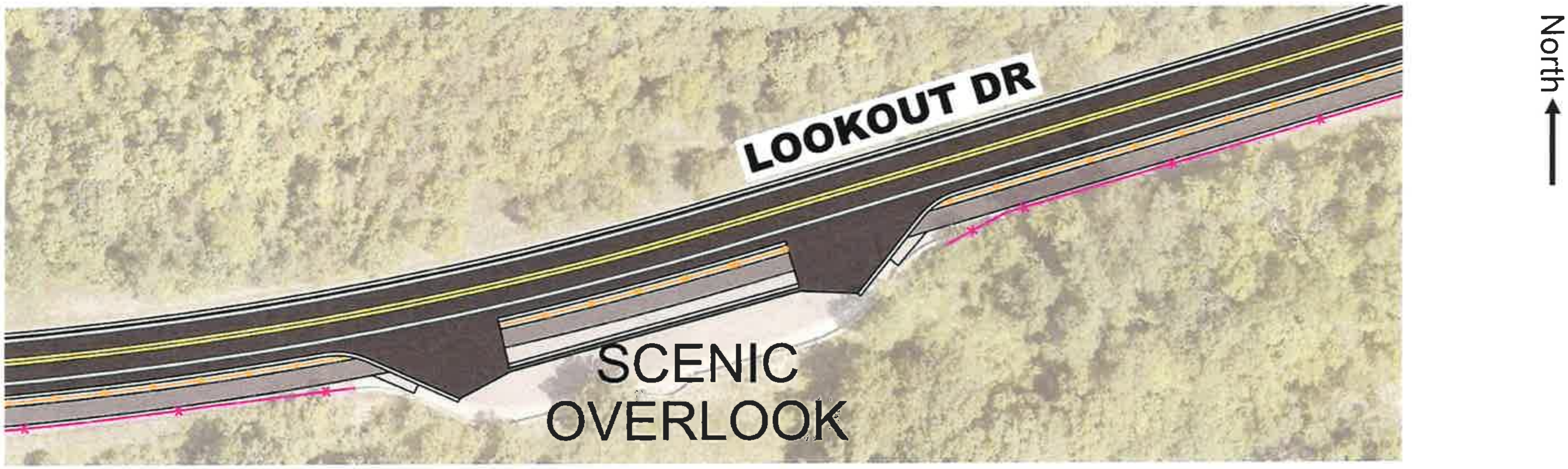
Category	Alt 1	Alt 1A	Alt 2	Alt 3
Vehicle Mobility	Good	Good	Great	Good
Vehicle Safety	Good	Great	Great	Fair
Multimodal Facilities	Great	Great	Great	Good
Impacts	Good	Good	Fair	Good
Cost & Maintenance	Fair	Fair	Fair	Great
Overall	Good	Good	Good	Good
Segment Ranking	3rd	2nd	1st	4th

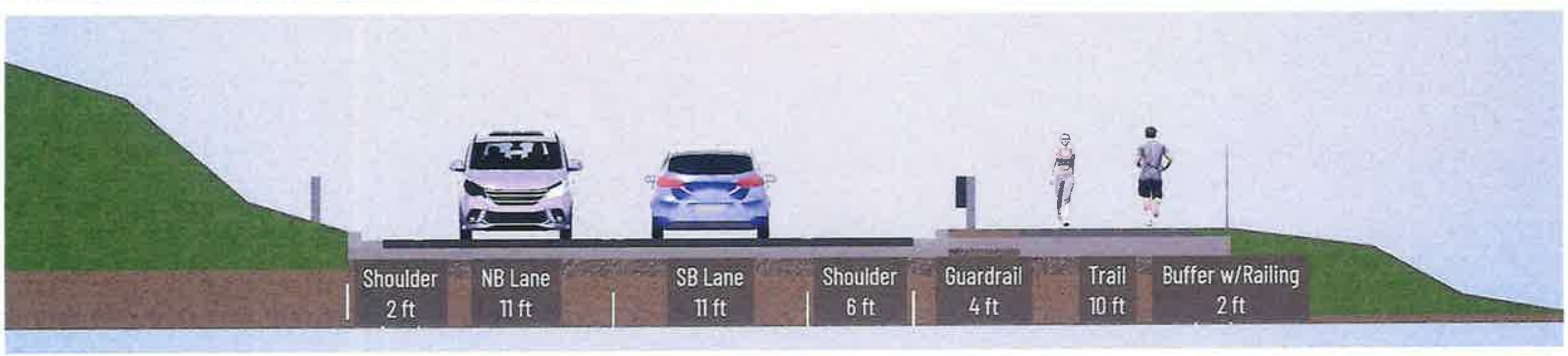
- **Alternative 1:** 3-lane section with traffic signals
- **Alternative 1A:** 3-lane section with roundabouts
- **Alternative 2:** 2-lane median-divided section with roundabouts
- **Alternative 3:** Retrofit

Middle Segment – Public Rank Choice

	1	2	3	Responses
Alternative #1				
Count	4	16	4	24
Row %	16.7%	66.7%	16.7%	
Alternative #2				
Count	13	2	9	24
Row %	54.2%	8.3%	37.5%	
Alternative #3				
Count	7	5	12	24
Row %	29.2%	20.8%	50.0%	
Totals				
Total Responses				24

South Segment Alternative 1 – Proposed Improvements





South Segment Alternative 2 – Proposed Improvements

South Segment – Alternatives Comparison

Category	Alt 1	Alt 2
Vehicle Mobility	Good	Good
Vehicle Safety	Good	Good
Multimodal Facilities	Great	Poor
Impacts	Great	Great
Cost & Maintenance	Good	Fair
Overall	Good	Fair
Segment Ranking	1st	2nd

- **Alternative 1:** Remove Truck Climbing Lane + 10’ Trail
- **Alternative 2:** Maintain Truck Climbing Lane + 5’ Sidewalk

South Segment – Public Rank Choice

	1	2	Responses
Alternative #1			
Count	15	9	24
Row %	62.5%	37.5%	
Alternative #2			
Count	9	15	24
Row %	37.5%	62.5%	
Totals			
Total Responses			24

Phased Improvement Options

- **Dividing ultimate vision into bite-size pieces**
  - Key intersection improvement
  - Key pedestrian/bicycle connection
  - Certain portion of corridor/segment
- **Applying short-term solutions in advance of larger infrastructure project**
  - Dynamic speed display signs
  - Improved pedestrian signing and crossings
  - Median additions/improvements

Next Steps

MAPO TAC
MAPO Policy Board

→

Study Wrap Up
(Fall/Winter 2022)

Nicollet County Board of Commissioners
Board Meeting Agenda Item

NICOLLET COUNTY EST. 1853

Agenda Item:
Consider Award of Bid for SAP 052-615-025 (CSAH 15 Reconstruction Project)

Primary Originating Division/Dept.: Public Works/Highway

Meeting Date: 09/13/2022

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:

Bids for SAP 052-615-025 (CSAH 15 Reconstruction Project-TH 111 to CR 51) were received and opened on August 23, 2022 at 1:30PM. 3 bids were received and the results are as follows:

Mathiowetz Construction	$21,304,316.27
Hoffman Construction	$25,356,411.34
SM Hentges & Sons	$25,014,400.29
Engineer's Estimate	$23,327,068.60

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:

Award project SAP 052-615-025 to Mathiowetz Construction for the low bid amount of $21,304,316.27

FISCAL IMPACT: Other
(Select One)

If "Other", specify:

FUNDING
County Dollars = $20,054,316.27

Grant $1,250,000
(Select One)

Total: $21,304,316.27

FTE IMPACT: No FTE change
(Select One)

If "Increase or "Decrease," specify:

Related Financial/FTE Comments: County funds include SA Construction, Wheelage Tax, Sales Tax, R&B local funds, local bonds, etc. Grant is LRIP Bond funds.

Nicollet County Board of Commissioners
Board Meeting Agenda Item

NICOLLET COUNTY EST. 1853

Agenda Item:
Consider LRIP Grant Agreement No. 1051372, Resolution, and Property Certification

Primary Originating Division/Dept.: Public Works/Highway

Meeting Date: 09/13/2022

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:

Nicollet County has been awarded a $1,250,000 Local Road Improvement Program (LRIP) grant for the CSAH 15 reconstruction project from TH 111 to CR 51. These grant funds have to be used by December 2024 and they are State bond funds. To be able to receive and utilize these funds, MnDOT requires the County to approve and execute a LRIP Grant Agreement and resolution. The resolution can be found within the grant agreement on Page 16 (Exhibit F). The County also has to approve a Bond Financed Property Certification and that is found on Page 6.

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 LRIP Grant Agreement No. 1051372, Resolution, and Bond Financed Property Certification.

FISCAL IMPACT: Other
(Select One)

If "Other", specify:

FUNDING
County Dollars =

State
(Select One)

Total:

FTE IMPACT: No FTE change
(Select One)

If "Increase or "Decrease," specify:

Related Financial/FTE Comments:

LOCAL ROAD IMPROVEMENT PROGRAM (LRIP)
GRANT AGREEMENT

This Agreement between the Minnesota Department of Transportation ("MnDOT") and the Grantee named below is made pursuant to Minnesota Statutes Section 174.52 and pursuant to Minn. Laws 2020, 5th Special Session, Chapter 3- H.F. 1. The provisions in that section and the Exhibits attached hereto and incorporated by reference constitute this Agreement and the persons signing below agree to fully comply with all of the requirements of this Agreement. This Agreement will be effective on the date State obtains all required signatures under Minnesota Statutes §16C.05, subdivision 2.

1. Public Entity (Grantee) name, address and contact person:

   Nicollet County
   1700 Sunrise Drive
   St. Peter, MN 56082

   Contact: Seth Greenwood, P.E.
   Public Works Director/County Engineer

2. Project(s):

Name of Project & Project Number (See Exhibit C for location)	Amount of LRIP Funds	Amount of Required Matching Funds	Completion Date
SAP 052-615-025	$1,250,000	$20,054,316.27	December 31, 2024

3. Total Amount of LRIP Grant for all projects under this Agreement: $1,250,000.00

4. The following Exhibits for each project are attached and incorporated by reference as part of this Agreement:

Exhibit A	Completed Sources and Uses of Funds Schedule
Exhibit B	Project Schedule
Exhibit C	Bond Financed Property Certification
Exhibit D	Grant Application
Exhibit E	Grantee Resolution Approving Grant Agreement
Exhibit F	General Terms and Conditions

5. Additional requirements, if any:

6. Any modification of this Agreement must be in writing and signed by both parties.

(The remaining portion of this page was intentionally left blank.)

MnDOT Agreement No. 1051372
SAP No. 052-615-025

PUBLIC ENTITY (GRANTEE)

By: ______________________________

Title: County Board Chair

Date: ______________________________

By: ______________________________

Title: County Administrator

Date: ______________________________

DEPARTMENT OF TRANSPORTATION
Approval and Certifying Encumbrance

By: ______________________________
State Aid Programs Manager

Date: ______________________________

Office of Financial Management, Grant Unit

By: ______________________________
Agency Grant Supervisor

Date: ______________________________

Office of Contract Management

By: ______________________________
Contract Administrator

Date: ______________________________

EXHIBIT A

SOURCES AND USES OF FUNDS SCHEDULE

SOURCES OF FUNDS

Entity Supplying Funds	**Amount**
State Funds:	
LRIP Grant (Acct 331)	$1,250,000.00
Other:	
________	$ ________
________	$ ________
________	$ ________
Subtotal	$1,250,000.00
Public Entity Funds:	
Matching Funds	
Local Match	$20,054,316.27
Other:	
________	$ ________
________	$ ________
________	$ ________
Subtotal	$20,054,316.27
TOTAL FUNDS	$21,304,316.27

=

USES OF FUNDS

Expenses	**Amount**
Items Paid for with LRIP Grant Funds:	
Reconstruct CSAH 15 Aggregate Base Concrete Surfacing Signage & Striping Intersection Lighting	$1,250,000.00
Subtotal	$1,250,000.00
Items paid for with Non-LRIP Grant Funds:	
Reconstruct CSAH 15 Aggregate Base Concrete Surfacing Signage & Striping Intersection Lighting	$20,054,316.27
Subtotal	$20,054,316.27
TOTAL PROJECT COSTS	$21,304,316.27

EXHIBIT B

PROJECT SCHEDULE

Award Date	09-13-2022
Construction Start Date	10-03-2022
Construction Substantial Complete Date	08-30-2024
Contract Final Completion Date	12-31-2024

EXHIBIT C

BOND FINANCED PROPERTY CERTIFICATION

State of Minnesota
General Obligation Bond Financed Property

The undersigned states that it has a fee simple, leasehold and/or easement interest in the real property located in the County of Nicollet, State of Minnesota that is generally described or illustrated graphically in **Attachment 1** attached hereto and all improvements thereon (the "Restricted Property") and acknowledges that the Restricted Property is or may become State bond-financed property. To the extent that the Restricted Property is or becomes State bond-financed property, the undersigned acknowledges that:

A. The Restricted Property is State bond-financed property under Minn. Stat. Sec. 16A.695, is subject to the requirements imposed by that statute, and cannot be sold, mortgaged, encumbered or otherwise disposed of without the approval of the Commissioner of Minnesota Management and Budget; and

B. The Restricted Property is subject to the provisions of the Local Road Improvement Program Grant Agreement between the Minnesota Department of Transportation and the undersigned dated ________________, 20___; and

C. The Restricted Property shall continue to be deemed State bond-financed property for 37.5 years or until the Restricted Property is sold with the written approval of the Commissioner of Minnesota Management and Budget.

Date: September 13, 2022

____
Nicollet County, a political subdivision of the State of Minnesota

By: ______________________________
Name: Marie Dranttel
Title: County Board Chair

By: ______________________________
Name: Mandy Landkamer
Title: County Administrator

Attachment 1 to Exhibit C

GENERAL DESCRIPTION OF RESTRICTED PROPERTY

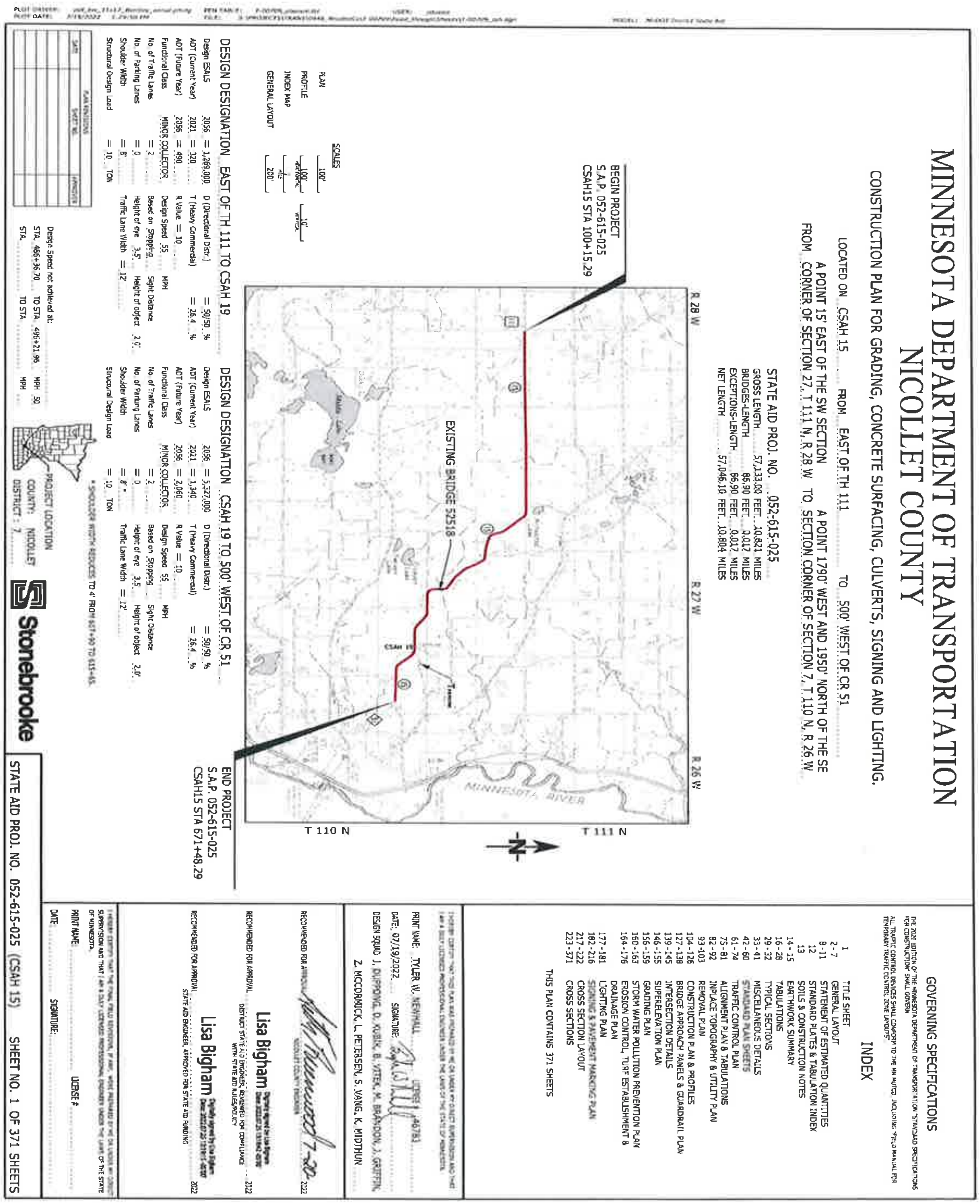


EXHIBIT D

GRANT APPLICATION

Attach the grant application for the project

DEPARTMENT OF TRANSPORTATION

Local Road Improvement Program
2020 Application Form
State Aid for Local Transportation

A. Applicant Information		
1. Name (First & Last): Seth Greenwood	2. Phone Number: 507-934-7723	
3. E-mail: seth.greenwood@co.nicollet.mn.us	4. Agency Type: County	
5. Agency Name: Nicollet County		
6. Street Address: 1700 Sunrise Drive		
7. City: St Peter	8. State: MN	9. Zip Code: 56082
10. Sponsoring County and County Engineer name **(required if applicant is small city or township)**		

B. Project Location	
1. MnDOT District: D7	2. County: Nicollet
3. City: Rural	4. Township: Traverse/Long Prairie/New Sweden
5. Name of Road: CSAH 15	6. Type of Road: County State Aid Highway
7. Road Authority Type *(which agency owns and has jurisdiction of the road)*: County	
8. Project Termini: From Trunk Highway 111	9. To: County Road 51

C. Project Description

1. Type of Project. Reconstruction

2. Select the LRIP Account requested for funding. Rural Road Safety

3. Provide a summary of the proposed project and the transportation deficiencies that will be eliminated, including a description of operational and general safety benefits of the project. Projects seeking funding from the Rural Road Safety Account will need to provide a more detailed description of safety issues and benefits under Section D3.

The proposed project will reconstruct approximately 11 miles of CSAH 15 from TH 111 to just west of CR 51. The end termini of the project is near the northwest corner of the City of St Peter. With the project, the full roadway section of CSAH 15 will be reconstructed, and all centerline and driveway culverts will be removed and replaced.

There are three primary reasons driving the need for reconstruction of CSAH 15.

First, the pavement condition is deteriorating rapidly and is in need of reconstruction. The road was originally built and surfaced in the 1950s and 1960s, and last saw major rehabilitation with a bituminous overlay project in 2001 & 2002.

Second, the typical section of CSAH 15 is lacking in key safety components including shoulder width, recoverable in-slopes, and turn lanes or bypass lanes at key intersections. The reconstruction offers the County the opportunity to improve these criteria for the roadway. Additional emphasis on the need for this is created from the large truck volumes, along with the observed crash rate for the corridor exceeding the statewide average for this type of corridor, both which are discussed later in the application.

Third, the horizontal alignment does not meet the 55 mph posted speed in a number of locations along the alignment. In total there are 7 horizontal curves that are currently posted at between 35 and 45 mph. The reconstruction of CSAH 15 will allow the County to perform minor realignment of the roadway to allow for a 55 mph design speed at 6 of these horizontal curves and a 50 mph design speed at one.

The current bituminous pavement section is approximately 25'-26' wide. The new pavement surface will be concrete and will be widened to 28', with an additional 6.0' on each side of the concrete pavement being gravel shouldering (resulting in 12' thru lanes and 8' shoulders (2.0' paved, 6.0' gravel)).

The project will add turn lanes, bypass lanes, and lighting at select locations, improve the in-slopes and back slopes to be both recoverable and maintainable, and improve ditch grades to improve drainage along the corridor.

The project corridor provides critical business access for two major agricultural industries in the area, New Sweden Dairy and the Farmers Elevator Company of Traverse. Additionally there are a number of large family owned farms along this stretch of CSAH 15, including 10 with grain storage that requires significant trucking volumes.

In addition to the above improvements, the reconstruction of CSAH 15 will include stormwater treatment measures, signing, striping, restoration, and other correlated appurtenances.

DEPARTMENT OF TRANSPORTATION

Local Road Improvement Program
2020 Application Form
State Aid for Local Transportation

D. LRIP Account Considerations and Eligibility
D1. Trunk Highway Corridor Account Considerations and Eligibility
1. Describe the state trunk highway project and how the local road(s) will be impacted by the trunk highway project. Funds from this account are for local road improvements impacted by trunk highway projects where local agencies have cost responsibility. It is not intended to be used for improvements or projects on the trunk highway or within the trunk highway corridor right of way that require local cost sharing per MnDOT's Cost Participation Policy. N/A

D2. Routes of Regional Significance Account Considerations and Eligibility	
1. For Routes of Regional Significance projects, which of the following criteria does your project meet (select all that apply)?	
☐ Farm to Market route	☐ Part of a 10-ton route network
☐ Part of an economic development plan	☐ Connect to regional tourist destination
☐ Provides capacity or congestion relief to a parallel trunk highway system or county road	☐ Is a connection to the regional system, trunk highway, or a county road
2. Describe the number of persons and potential multiple local agencies that will be positively impacted by the project and how they will benefit. N/A	

DEPARTMENT OF TRANSPORTATION

Local Road Improvement Program
2020 Application Form
State Aid for Local Transportation

D2. Routes of Regional Significance Account Considerations and Eligibility
3. Describe the project contribution to the local, regional or state economy, and economic development or redevelopment efforts.

D3. Rural Road Safety Account Considerations and Eligibility (Only County State Aid Highways are eligible)
1. Is this project on a County State Aid Highway? Yes
2. Is this project or components of this project identified in a County Road Safety Plan? Yes **This project corridor is identified in the County Highway Safety Plan (CHSP), along with specific intersection improvements at the CSAH 15 intersections with CSAH 3 and CSAH 40. Furthermore, the CHSP identified this segment of CSAH 15 within the top 15 road segments in Nicollet County in need of safety improvements.**
3. Identify the appropriate focus area that your project/safety strategy aligns with in the Minnesota Strategic Highway Safety Plan. Lane Departure

D3. Rural Road Safety Account Considerations and Eligibility (Only County State Aid Highways are eligible)

4. Identify the type of crash or safety hazard this project is trying to address. Respond even if project is in a county safety plan or the Minnesota Strategic Highway Safety Plan.

From 2016 to 2020, there were a total of 9 vehicle crashes, 4 of which resulted in injury. Of the 9 vehicle crashes reported in this time frame, all but 1 were run off the road crashes.

The resulting observed crash rate was 1.545, which is over the critical crash rate for a facility with the characteristics of CSAH 15 (1.29) and over the statewide average (0.47) of similar roadways in the state.

An observed crash rate that is over the critical crash rate (which is the case for this segment of CSAH 15) indicates that the roadway operates outside the expected, normal range. If the crashes were reduced by 2 over five years, the section would perform within normal range.

In addition to the 4 injuries between 2016 and 2020, the previous 5 years (2011-2015) had 7 crashes resulting in 5 injuries.

The CSAH 15 Reconstruction will address safety as is discussed in the following Section to reduce the likelihood of these crashes occurring.

5. Describe how this project improves safety, reduce traffic crashes, fatalities, injuries, and property damages. Respond even if project is in a county safety plan or the Minnesota Strategic Highway Safety Plan.

The CSAH 15 corridor between TH 111 and St. Peter was identified as a high priority segment in the Nicollet County Highway Safety Plan (CHSP). This segment is in the top 15 segments in need of safety improvements in the CHSP. It also has 13 high risk curve locations as identified in the CHSP and one high risk rural intersection. The CSAH 15 improvements will address these high risk locations, existing crash issues, and overall corridor safety by using the following strategies:

- Installing shoulder rumble strips, along with enhanced pavement markings (to reduce potential for run off the road crashes)

- Widen shoulders from approximately 2' gravel shoulders to 8' (2.0' paved and 6.0' gravel) shoulders (to reduce potential for run off the road crashes and sideswipe crashes for vehicles and bicyclists). The 2.0' paved shoulder will move the paved edge further from the traveled lane, allowing for greater spacing between oncoming vehicles (including trucks), and allowing more space for bicyclists. The additional shoulder also provides benefit in moving the drop off at the edge of the pavement further from the travel lane, reducing the likelihood that a driver will hit the drop off and inadvertently over-correct, thus increasing potential for a run off the road or rollover situation.

- Improve the horizontal alignment (to reduce potential for run off the road crashes). There are currently 7 horizontal curves that are signed between 35 mph and 45 mph, which could be attributed to the run off the road crashes. The County is proposing to improve curvature at each of these locations. The Project will also ensure all horizontal curve warning signs and curve speed warnings are installed where needed.

- Flatten in-slope off of the edge of shoulder to a 1 (horizontal) to 4 (vertical) slope to meet the State Aid minimum standard (to reduce potential for rollover injury crashes for run off the road crashes). This 1:4 is considered a recoverable slope which would provide vehicles that leave the road a greater chance of recovering without a crash. The majority of the existing in-slopes are 1:3 or steeper, and at least 4 of the 7 run off the road crashes involved a roll-over.

- Installing turn lanes or bypass lanes at key intersections along the the corridor that experience larger volumes of turning vehicles (to reduce crashes in general by reducing the conflicts between thru and turning vehicles). The County is planning to add a right turn lane in each direction along CSAH 15 for vehicles to turn on to CSAH 3. Additionally, the County is planning to add a right turn lane for eastbound vehicles to turn on to CR 40, along with a bypass lane for the westbound vehicles. At each of these intersections the County will also add street lighting and upgrade intersection signing consistent with recommendations in the Nicollet County Highway Safety Plan.

- As an additional safety measure, the County will be acquiring additional Right-of-way so that the corridor width is 120'. All trees and other obstructions within the clear zone are proposed to be removed to reduce the likelihood of collision when vehicles run off the road.

DEPARTMENT OF TRANSPORTATION

Local Road Improvement Program
2020 Application Form
State Aid for Local Transportation

E. Project Readiness and Ability to Maintain
1. Estimated Construction Year: 2022
2. Are there railroad impacts (RR xing or RR tracks within 600' of the project)? No RR xings or tracks within 600'
3. What is the status of the engineering and design work on the project? Design in progress Construction documents are currently being produced, with 90% complete plans expected by spring of 2021.
4. Has this project been selected for federal funding, and if so what year in the STIP? No
5. Is right of way acquisition required? If so, describe the status of these efforts. ROW acquisition underway The County is in the early stages of this process. Right of way acquisition is scheduled for 2021, to allow construction to begin 2022.
6. Describe the local agency's ability to adequately provide for the safe operation and maintenance of the facility upon completion. The Nicollet County public works department is currently responsible for maintaining over 306 miles of roadway and right of way. This project will drastically improve an 11 mile segment of that, making the operations and maintenance activities on this stretch of road much more efficient through the use of wider shoulders, flatter in-slopes, and improved pavement and ditching.

F. Multimodal/Complete Streets
Identify infrastructure improvements for non-motorized and/or transit users on this project. While non-motorized users are limited on this rural segment of CSAH 15 there are both bicyclists and pedestrians. Expanding the paved surface from 25' to 28' will benefit bicyclists that use this stretch of roadway. The widening will create additional separation between vehicles and bicyclists. Additionally, there are residents that use the shoulder for walking purposes. Widening the shoulder from approximately 2' to 8' will greatly enhance the pedestrian experience and safety.

DEPARTMENT OF TRANSPORTATION

Local Road Improvement Program
2020 Application Form
State Aid for Local Transportation

G. Estimated Project Cost

Source of Funding

1. LRIP Request: $ 1,250,000.00
2. Federal Funds: $ 0.00
3. State Aid Funds: $ 5,000,000.00
4. Local/Other Funds: $ 12,950,000.00
5. MnDOT Trunk Highway Funds: $ 0.00
6. Total Project Cost: $ 19,200,000.00

H. Attachments

- [x] At least one project location map with routes and project termini labeled
- [x] Engineer's Estimate with an itemized breakdown
- [x] Project schedule
- [x] Local agency resolution
- [ ] Resolution of support from sponsoring county agreeing to be sponsor and agreeing to perform sponsor tasks as identified above in section "Project Selection" (required for applications by townships and cities under 5,000 population)
- [x] Other letters of concurrence or support

When you are ready to submit the application, save the application form with LRIP, agency and road in the name of the document; e.g. LRIP_RamseyCounty_CSAH30.pdf.

The application and attachments are due by 4:00 p.m. on **March 3, 2021**. Applications and attachments should be submitted electronically to saltirhelp.dot@state.mn.us. Please limit the file size transmitted via email to no more than 10 MB. State Aid will send a reply acknowledging receipt of the application. If you haven't received a reply from State Aid within a few days of submittal, send an email to saltirhelp.dot@state.mn.us to inquire about the status of the application.

More information is available at:

- LRIP website at: http://www.dot.state.mn.us/stateaid/lrip.html.
- PowerPoint on LRIP at: http://www.dot.state.mn.us/stateaid/training/lrip.pptx

If you have questions regarding this solicitation, contact Marc Briese at 651-366-3802 or marc.briese@state.mn.us.

EXHIBIT E

GRANTEE RESOLUTION APPROVING GRANT AGREEMENT

RESOLUTION

Local Road Improvement Program
Grant Terms and Conditions
SAP 052-615-025

WHEREAS, Nicollet County has applied to the Commissioner of Transportation for a grant from the Minnesota State Transportation Fund for Local Road Improvement; and

WHEREAS, the Commissioner of Transportation has given notice that funding for this project is available; and

WHEREAS, the amount of the grant has been determined to be $1,250,000 by reason of the lowest responsible bid;

NOW THEREFORE, be it resolved that Nicollet County does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, section 174.52 and will pay any additional amount by which the cost exceeds the estimate, and will return to the Minnesota State Transportation Fund any amount appropriated for the project but not required. The proper county officers are authorized to execute a grant agreement and any amendments thereto with the Commissioner of Transportation concerning the above-referenced grant.

Dated this 13th day of September, 2022.

Marie Dranttel, Chair
Nicollet County Board of Commissioners

ATTEST:

Mandy Landkamer
County Administrator and Clerk to the Board

EXHIBIT F

GENERAL TERMS AND CONDITIONS FOR LOCAL ROAD IMPROVEMENT PROGRAM (LRIP) GRANTS

Article I DEFINITIONS

Section 1.01 **Defined Terms.** The following terms shall have the meanings set out respectively after each such term (the meanings to be equally applicable to both the singular and plural forms of the terms defined) unless the context specifically indicates otherwise:

"Advance(s)" - means an advance made or to be made by MnDOT to the Public Entity and disbursed in accordance with the provisions contained in Article VI hereof.

"Agreement" - means the Local Road Improvement Program Grant Agreement between the Public Entity and the Minnesota Department of Transportation to which this Exhibit is attached.

"Certification" - means the certification, in the form attached as **Exhibit C**, in which the Public Entity acknowledges that its interest in the Real Property is bond financed property within the meaning of Minn. Stat. Sec. 16A.695 and is subject to certain restrictions imposed thereby.

"Code" - means the Internal Revenue Code of 1986, as amended, and all treasury regulations, revenue procedures and revenue rulings issued pursuant thereto.

"Commissioner" - means the Commissioner of Minnesota Management & Budget.

"Commissioner's Order" - means the "Fourth Order Amending Order of the Commissioner of Minnesota Management & Budget Relating to Use and Sale of State Bond Financed Property" dated July 30, 2012, as it may be amended or supplemented.

"Completion Date" - means the projected date for completion of the Project as indicated in the Agreement.

"Construction Contract Documents" - means the document or documents, in form and substance acceptable to MnDOT, including but not limited to any construction plans and specifications and any exhibits, amendments, change orders, modifications thereof or supplements thereto, which collectively form the contract between the Public Entity and the Contractor(s) for the completion of the Construction Items on or before the Completion Date for either a fixed price or a guaranteed maximum price.

"Construction Items" - means the work to be performed under the Construction Contract Documents.

"Contractor" - means any person engaged to work on or to furnish materials and supplies for the Construction Items including, if applicable, a general contractor.

"Draw Requisition" - means a draw requisition that the Public Entity, or its designee, submits to MnDOT when an Advance is requested, as referred to in Section 4.02.

"G.O. Bonds" - means the state general obligation bonds issued under the authority granted in Article XI, Sec. 5(a) of the Minnesota Constitution, the proceeds of which are used to fund the LRIP Grant, and any bonds issued to refund or replace such bonds.

"Grant Application" - means the grant application that the Public Entity submitted to MnDOT which is attached as **Exhibit D**.

"LRIP Grant" - means a grant from MnDOT to the Public Entity under the LRIP in the amount specified in the Agreement, as such amount may be modified under the provisions hereof.

"LRIP" - means the Local Road Improvement Program pursuant to Minn. Stat. Sec. 174.52 and rules relating thereto.

"MnDOT" - means the Minnesota Department of Transportation.

"Outstanding Balance of the LRIP Grant" - means the portion of the LRIP Grant that has been disbursed to the Public Entity minus any amounts returned to the Commissioner.

"Project" - means the Project identified in the Agreement to be totally or partially funded with a LRIP grant.

"Public Entity" - means the grantee of the LRIP Grant and identified as the Public Entity in the Agreement.

"Real Property" - means the real property identified in the Agreement on which the Project is located.

Article II
GRANT

Section 2.01 **Grant of Monies.** MnDOT shall make the LRIP Grant to the Public Entity, and disburse the proceeds in accordance with the terms and conditions herein.

Section 2.02 Public **Ownership,** The Public Entity acknowledges and agrees that the LRIP Grant is being funded with the proceeds of G.O. Bonds, and as a result all of the Real Property must be owned by one or more public entities. The Public Entity represents and warrants to MnDOT that it has one or more of the following ownership interests in the Real Property: (i) fee simple ownership, (ii) an easement that is for a term that extends beyond the date that is 37.5 years from the Agreement effective date, or such shorter term as authorized by statute, and which cannot be modified or terminated early without the prior written consent of MnDOT and the Commissioner; and/or (iii) a prescriptive easement for a term that extends beyond the date that is 37.5 years from the Agreement effective date.

Section 2.03 **Use of Grant Proceeds.** The Public Entity shall use the LRIP Grant solely to reimburse itself for expenditures it has already made, or will make, to pay the costs of one of the following applicable activities: (i) preliminary, final construction and engineering and administration (ii) constructing or reconstructing city streets, county highways, or town roads with statewide or regional significance that have not been fully funded through other state, federal, or local funding sources; or (iii) capital improvement projects on county state-aid highways that are intended primarily to reduce traffic crashes, deaths, injuries, and property damage. The Public Entity shall not use the LRIP Grant for any other purpose, including but not limited to, any work to be done on a state trunk highway or within a trunk highway easement.

Section 2.04 **Operation of the Real Property.** The Real Property must be used by the Public Entity in conjunction with or for the operation of a county highway, county state-aid highway, town road, or city street and for other uses customarily associated therewith, such as trails and utility corridors, and for no other purposes or uses. The Public Entity shall have no intention on the effective date of the Agreement to use the Real Property as a trunk highway or any part of a trunk highway. The Public Entity must annually determine that the Real Property is being used for the purposes specified in this Section and, upon written request by either MnDOT or the Commissioner, shall supply a notarized statement to that effect.

Section 2.05 **Sale or Lease of Real Property.** The Public Entity shall not (i) sell or transfer any part of its ownership interest in the Real Property, or (ii) lease out or enter into any contract that would allow another entity to use or operate the Real Property without the written consent of both MnDOT and the Commissioner. The sale or transfer of any part of the Public Entity's ownership interest in the Real Property, or any lease or contract that would allow another entity to use or operate the Real Property, must comply with the requirements imposed by Minn. Stat. Sec. 16A.695 and the Commissioner's Order regarding such sale or lease.

Section 2.06 Public **Entity's Representations and Warranties.** The Public Entity represents and warrants to MnDOT that:

A. It has legal authority to execute, deliver and perform the Agreement and all documents referred to therein, and it has taken all actions necessary to its execution and delivery of such documents.

B. It has the ability and a plan to fund the operation of the Real Property for the purposes specified in Section 2.04, and will include in its annual budget all funds necessary for the operation of the Real Property for such purposes.

C. The Agreement and all other documents referred to therein are the legal, valid and binding obligations of the Public Entity enforceable against the Public Entity in accordance with their respective terms.

D. It will comply with all of the provisions of Minn. Stat. Sec. 16A.695, the Commissioner's Order and the LRIP. It has legal authority to use the G.O. Grant for the purpose or purposes described in this Agreement.

E. All of the information it has submitted or will submit to MnDOT or the Commissioner relating to the LRIP Grant or the disbursement of the LRIP Grant is and will be true and correct.

F. It is not in violation of any provisions of its charter or of the laws of the State of Minnesota, and there are no actions or proceedings pending, or to its knowledge threatened, before any judicial body or governmental authority against or affecting it relating to the Real Property, or its ownership interest therein, and it is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would impair its ability to enter into the Agreement or any document referred to herein, or to perform any of the acts required of it in such documents.

G. Neither the execution and delivery of the Agreement or any document referred to herein nor compliance with any of the provisions or requirements of any of such documents is prevented by, is a breach of, or will result in a breach of, any provision of any agreement or document to which it is now a party or by which it is bound.

H. The contemplated use of the Real Property will not violate any applicable zoning or use statute, ordinance, building code, rule or regulation, or any covenant or agreement of record relating thereto.

I. The Project will be completed and the Real Property will be operated in full compliance with all applicable laws, rules, ordinances, and regulations of any federal, state, or local political subdivision having jurisdiction over the Project and the Real Property.

J. All applicable licenses, permits and bonds required for the performance and completion of the Project and for the operation of the Real Property as specified in Section 2.04 have been, or will be, obtained.

K. It reasonably expects to possess its ownership interest in the Real Property described in Section 2.02 for at least 37.5 years, and it does not expect to sell such ownership interest.

L. It does not expect to lease out or enter into any contract that would allow another entity to use or operate the Real Property.

M. It will supply whatever funds are needed in addition to the LRIP Grant to complete and fully pay for the Project.

N. The Construction Items will be completed substantially in accordance with the Construction Contract Documents by the Completion Date and all such items will be situated entirely on the Real Property.

O. It will require the Contractor or Contractors to comply with all rules, regulations, ordinances, and laws bearing on its performance under the Construction Contract Documents.

P. It shall furnish such satisfactory evidence regarding the representations and warranties described herein as may be required and requested by either MnDOT or the Commissioner.

Q. It has made no material false statement or misstatement of fact in connection with its receipt of the G.O. Grant, and all the information it has submitted or will submit to the State Entity or Commissioner of MMB relating to the G.O. Grant or the disbursement of any of the G.O. Grant is and will be true and correct.

Section 2.07 **Event(s) of Default.** The following events shall, unless waived in writing by MnDOT and the Commissioner, constitute an Event of Default under the Agreement upon either MnDOT or the Commissioner giving the Public Entity 30 days' written notice of such event and the Public Entity's failure to cure such event during such 30-day time period for those Events of Default that can be cured within 30 days or within whatever time period is needed to cure those Events of Default that cannot be cured within 30 days as long as the Public Entity is using its best efforts to cure and is making reasonable progress in curing such Events of Default; however, in no event shall the time period to cure any Event of Default exceed six (6) months unless otherwise consented to, in writing, by MnDOT and the Commissioner.

A. If any representation, covenant, or warranty made by the Public Entity herein or in any other document furnished pursuant to the Agreement, or to induce MnDOT to disburse the LRIP Grant, shall prove to have been untrue or incorrect in any material respect or materially misleading as of the time such representation, covenant, or warranty was made.

B. If the Public Entity fails to fully comply with any provision, covenant, or warranty contained herein.

C. If the Public Entity fails to fully comply with any provision, covenant or warranty contained in Minn. Stat. Sec. 16A.695, the Commissioner's Order, or Minn. Stat. Sec. 174.52 and all rules related thereto.

D. If the Public Entity fails to use the proceeds of the LRIP Grant for the purposes set forth in Section 2.03, the Grant Application, and in accordance with the LRIP.

E. If the Public Entity fails to operate the Real Property for the purposes specified in Section 2.04.

F. If the Public Entity fails to complete the Project by the Completion Date.

G. If the Public Entity sells or transfers any portion of its ownership interest in the Real Property without first obtaining the written consent of both MnDOT and the Commissioner.

H. If the Public Entity fails to provide any additional funds needed to fully pay for the Project.

I. If the Public Entity fails to supply the funds needed to operate the Real Property in the manner specified in Section 2.04.

Notwithstanding the foregoing, any of the above events that cannot be cured shall, unless waived in writing by MnDOT and the Commissioner, constitute an Event of Default under the Agreement immediately upon either MnDOT or the Commissioner giving the Public Entity written notice of such event.

Section 2.08 **Remedies.** Upon the occurrence of an Event of Default and at any time thereafter until such Event of Default is cured to the satisfaction of MnDOT, MnDOT or the Commissioner may enforce any or all of the following remedies.

A. MnDOT may refrain from disbursing the LRIP Grant; provided, however, MnDOT may make such disbursements after the occurrence of an Event of Default without waiving its rights and remedies hereunder.

B. If the Event of Default involves a sale of the Public Entity's interest in the Real Property in violation of Minn. Stat. Sec. 16A.695 or the Commissioner's Order, the Commissioner, as a third party beneficiary of the Agreement, may require that the Public Entity pay the amounts that would have been paid if there had been compliance with such provisions. For other Events of Default, the Commissioner may require that the Outstanding Balance of the LRIP Grant be returned to it.

C. Either MnDOT or the Commissioner, as a third party beneficiary of the Agreement, may enforce any additional remedies it may have in law or equity.

The rights and remedies specified herein are cumulative and not exclusive of any rights or remedies that MnDOT or the Commissioner would otherwise possess.

If the Public Entity does not repay the amounts required to be paid under this Section or under any other provision contained herein within 30 days of demand by the Commissioner, or any amount ordered by a court of competent jurisdiction within 30 days of entry of judgment against the Public Entity and in favor of MnDOT and/or the Commissioner, then such amount may, unless precluded by law, be offset against any aids or other monies that the Public Entity is entitled to receive from the State of Minnesota.

Section 2.09 Notification **of Event of Default.** The Public Entity shall furnish to MnDOT and the Commissioner, as soon as possible and in any event within seven (7) days after it has obtained knowledge of the occurrence of each Event of Default, a statement setting forth details of each Event of Default and the action which the Public Entity proposes to take with respect thereto.

Section 2.10 **Effect of Event of Default.** The Agreement shall survive Events of Default and remain in full force and effect, even upon full disbursement of the LRIP Grant, and shall only be terminated under the circumstances set forth in Section 2.11.

Section 2.11 **Termination of Agreement and Modification of LRIP Grant.**

A. If the Project is not started within five (5) years after the effective date of the Agreement or the LRIP Grant has not been disbursed within four (4) years after the date the Project was started, MnDOT' s obligation to fund the LRIP Grant shall terminate. In such event, (i) if none of the LRIP Grant has been disbursed by such date, MnDOT shall have no obligation to fund the LRIP Grant and the Agreement will terminate, and (ii) if some but not all of the LRIP Grant has been disbursed by such date, MnDOT shall have no further obligation to provide any additional funding for the LRIP Grant and the Agreement shall remain in force but shall be modified to reflect the amount of the LRIP Grant that was actually disbursed and the Public Entity is still obligated to complete the Project by the Completion Date.

B. The Agreement shall terminate upon the Public Entity's sale of its interest in the Real Property and transmittal of the required portion of the proceeds of the sale to the Commissioner in compliance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order, or upon the termination of the Public Entity's ownership interest in the Real Property if such ownership interest is an easement.

Section 2.12 Excess **Funds.** If the full amount of the G.O. Grant and any matching funds referred to in Section 5.13 are not needed to complete the Project, then, unless language in the G.O. Bonding Legislation indicates otherwise, the G.O. Grant shall be reduced by the amount not needed.

Article III

COMPLIANCE WITH MINNESOTA STATUTE, SEC. 16A.695 AND THE COMMISSIONER'S ORDER

Section 3.01 **State Bond Financed Property**. The Public Entity acknowledges that its interest in the Real Property is, or when acquired by it will be, "state bond financed property", as such term is used in Minn. Stat. Sec. 16A.695 and the Commissioner's Order and, therefore, the provisions contained in such statute and order apply, or will apply, to its interest in the Real Property, even if the LRIP Grant will only pay for a portion of the Project.

Section 3.02 **Preservation of Tax Exempt Status.** In order to preserve the tax-exempt status of the G.O. Bonds, the Public Entity agrees as follows:

A. It will not use the Real Property or use or invest the LRIP Grant or any other sums treated as "bond proceeds" under Section 148 of the Code (including "investment proceeds," "invested sinking funds" and "replacement proceeds") in such a manner as to cause the G.O. Bonds to be classified as "arbitrage bonds" under Code Section 148.

B. It will deposit and hold the LRIP Grant in a segregated non-interest-bearing account until such funds are used for payments for the Project.

C. It will, upon written request, provide the Commissioner all information required to satisfy the informational requirements set forth in the Code, including Sections 103 and 148, with respect to the G.O. Bonds.

D. It will, upon the occurrence of any act or omission by the Public Entity that could cause the interest on the G.O. Bonds to no longer be tax exempt and upon direction from the Commissioner, take such actions and furnish such documents as the Commissioner determines to be necessary to ensure that the interest to be paid on the G.O. Bonds is exempt from federal taxation, which such action may include: (i) compliance with proceedings intended to classify the G.O. Bonds as a "qualified bond" within the meaning of Code Section 141(e), or (ii) changing the nature of the use of the Real Property so that none of the net proceeds of the G.O. Bonds will be deemed to be used, directly or indirectly, in an "unrelated trade or business" or for any "private business use" within the meaning of Code Sections 141(b) and 145(a).

E. It will not otherwise use any of the LRIP Grant or take, permit or cause to be taken, or omit to take, any action that would adversely affect the exemption from federal income taxation of the interest on the G.O. Bonds, and if it should take, permit or cause to be taken, or omit to take, as appropriate, any such action, it shall take all lawful actions necessary to correct such actions or omissions promptly upon obtaining knowledge thereof.

Section 3.03 **Changes to G.O. Compliance Legislation or the Commissioner's Order.** If Minn. Stat. Sec. 16A.695 or the Commissioner's Order is amended in a manner that reduces any requirement imposed against the Public Entity, or if the Public Entity's interest in the Real Property becomes exempted from Minn. Stat. Sec. 16A.695 and the Commissioner's Order, then upon written request by the Public Entity, MnDOT shall execute an amendment to the Agreement to implement such amendment or exempt the Public Entity's interest in the Real Property from Minn. Stat. Sec. 16A.695 and the Commissioner's Order.

Article IV
DISBURSEMENT OF GRANT PROCEEDS

Section 4.01 **The Advances.** MnDOT agrees, on the terms and subject to the conditions set forth herein, to make Advances of the LRIP Grant to the Public Entity from time to time in an aggregate total amount not to exceed the amount of the LRIP Grant. If the amount of LRIP Grant that MnDOT cumulatively disburses hereunder to the Public Entity is less than the amount of the LRIP Grant delineated in Section 1.01, then MnDOT and the Public Entity shall enter into and execute whatever documents MnDOT may request in order to amend or modify this Agreement to reduce the amount of the LRIP Grant to the amount actually disbursed. Provided, however, in accordance with the provisions contained in Section 2.11, MnDOT's obligation to make Advances shall terminate as of the dates specified in Section 2.11 even if the entire LRIP Grant has not been disbursed by such dates.

Advances shall only be for expenses that (i) are for those items of a capital nature delineated in Source and Use of Funds that is attached as **Exhibit A**, (ii) accrued no earlier than the effective date of the legislation that appropriated the funds that are used to fund the LRIP Grant, or (iii) have otherwise been consented to, in writing, by the Commissioner.

It is the intent of the parties hereto that the rate of disbursement of the Advances shall not exceed the rate of completion of the Project or the rate of disbursement of the matching funds required, if any, under Section 5.13. Therefore, the cumulative amount of all Advances disbursed by the State Entity at any point in time shall not exceed the portion of the Project that has been completed and the percentage of the matching funds required, if any, under Section 5.13 that have been disbursed as of such point in time. This requirement is expressed by way of the following two formulas:

Formula #1:
Cumulative Advances $\leq$ (Program Grant) $\times$ (percentage of matching funds, if any, required under Section 5.13 that have been disbursed)

Formula #2:
Cumulative Advances $\leq$ (Program Grant) $\times$ (percentage of Project completed)

Section 4.02 **Draw Requisitions.** Whenever the Public Entity desires a disbursement of a portion of the LRIP Grant the Public Entity shall submit to MnDOT a Draw Requisition duly executed on behalf of the Public Entity or its designee. Each Draw Requisition with respect to construction items shall be limited to amounts equal to: (i) the total value of the classes of the work by percentage of completion as approved by the Public Entity and MnDOT, plus (ii) the value of materials and equipment not incorporated in the Project but delivered and suitably stored on or off the Real Property in a manner acceptable to MnDOT, less (iii) any applicable retainage, and less (iv) all prior Advances.

Notwithstanding anything herein to the contrary, no Advances for materials stored on or off the Real Property will be made by MnDOT unless the Public Entity shall advise MnDOT, in writing, of its intention to so store materials prior to their delivery and MnDOT has not objected thereto.

At the time of submission of each Draw Requisition, other than the final Draw Requisition, the Public Entity shall submit to MnDOT such supporting evidence as may be requested by MnDOT to substantiate all payments which are to be made out of the relevant Draw Requisition or to substantiate all payments then made with respect to the Project.

The final Draw Requisition shall not be submitted before completion of the Project, including any correction of material defects in workmanship or materials (other than the completion of punch list items). At the time of submission of the final Draw Requisition the Public Entity shall submit to MnDOT: (I) such supporting evidence as may be requested by MnDOT to substantiate all payments which are to be made out of the final Draw Requisition or to substantiate all payments then made with respect to the Project, and (ii) satisfactory evidence that all work requiring inspection by municipal or other governmental authorities having jurisdiction has been duly inspected and approved by such authorities and that all requisite certificates and other approvals have been issued.

If on the date an Advance is desired the Public Entity has complied with all requirements of this Agreement and MnDOT approves the relevant Draw Requisition, then MnDOT shall disburse the amount of the requested Advance to the Public Entity.

Section 4.03 **Additional Funds.** If MnDOT shall at any time in good faith determine that the sum of the undisbursed amount of the LRIP Grant plus the amount of all other funds committed to the Project is less than the amount required to pay all costs and expenses of any kind which reasonably may be anticipated in connection with the Project, then MnDOT may send written notice thereof to the Public Entity specifying the amount which must be supplied in order to provide sufficient funds to complete the Project. The Public Entity agrees that it will, within 10 calendar days of receipt of any such notice, supply or have some other entity supply the amount of funds specified in MnDOT's notice.

Section 4.04 **Condition Precedent to Any Advance.** The obligation of MnDOT to make any Advance hereunder (including the initial Advance) shall be subject to the following conditions precedent:

A. MnDOT shall have received a Draw Requisition for such Advance specifying the amount of funds being requested, which such amount when added to all prior requests for an Advance shall not exceed the amount of the LRIP Grant set forth in Section 1.01.

B. No Event of Default under this Agreement or event which would constitute an Event of Default but for the requirement that notice be given or that a period of grace or time elapse shall have occurred and be continuing.

C. No determination shall have been made by MnDOT that the amount of funds committed to the Project is less than the amount required to pay all costs and expenses of any kind that may reasonably be anticipated in connection with the Project, or if such a determination has been made and notice thereof sent to the Public Entity under Section 4.03, then the Public Entity has supplied, or has caused some other entity to supply, the necessary funds in accordance with such section or has provided evidence acceptable to MnDOT that sufficient funds are available.

D. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Public Entity has sufficient funds to fully and completely pay for the Project and all other expenses that may occur in conjunction therewith.

E. The Public Entity has supplied to the State Entity all other items that the State Entity may reasonably require

Section 4.05 **Processing and Disbursement of Advances.** The Public Entity acknowledges and agrees as follows:

A. Advances are not made prior to completion of work performed on the Project.

B. All Advances are processed on a reimbursement basis.

C. The Public Entity must first document expenditures to obtain an Advance.

D. Reimbursement requests are made on a partial payment basis or when the Project is completed.

E. All payments are made following the "Delegated Contract Process or State Aid Payment Request" as requested and approved by the appropriate district state aid engineer.

Section 4.06 **Construction Inspections.** The Public Entity shall be responsible for making its own inspections and observations regarding the completion of the Project, and shall determine to its own satisfaction that all work done or materials supplied have been properly done or supplied in accordance with all contracts that the Public Entity has entered into regarding the completion of the Project.

Article V
MISCELLANEOUS

Section 5.01 **Insurance.** If the Public Entity elects to maintain general comprehensive liability insurance regarding the Real Property, then the Public Entity shall have MnDOT named as an additional named insured therein.

Section 5.02 **Condemnation.** If, after the Public Entity has acquired the ownership interest set forth in Section 2.02, all or any portion of the Real Property is condemned to an extent that the Public Entity can no longer comply with Section 2.04, then the Public Entity shall, at its sole option, either: (i) use the condemnation proceeds to acquire an interest in additional real property needed for the Public Entity to continue to comply with Section 2.04 and to provide whatever additional funds that may be needed for such purposes, or (ii) submit a request to MnDOT and the Commissioner to allow it to sell the remaining portion of its interest in the Real Property. Any condemnation proceeds which are not used to acquire an interest in additional real property shall be applied in accordance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order as if the Public Entity's interest in the Real Property had been sold. If the Public Entity elects to sell its interest in the portion of the Real Property that remains after the condemnation, such sale must occur within a reasonable time period after the date the condemnation occurred and the cumulative sum of the condemnation and sale proceeds applied in accordance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order.

If MnDOT receives any condemnation proceeds referred to herein, MnDOT agrees to or pay over to the Public Entity all of such condemnation proceeds so that the Public Entity can comply with the requirements of this Section.

Section 5.03 **Use, Maintenance, Repair and Alterations.** The Public Entity shall not, without the written consent of MnDOT and the Commissioner, (i) permit or allow the use of any of the Real Property for any purpose other than the purposes specified in Section 2.04, (ii) substantially alter any of the Real Property except such alterations as may be required by laws, ordinances or regulations, or such other alterations as may improve the Real Property by increasing its value or which improve its ability to be used for the purposes set forth in Section 2.04, (iii) take any action which would unduly impair or depreciate the value of the Real Property, (iv) abandon the Real Property, or (v) commit or permit any act to be done in or on the Real Property in violation of any law, ordinance or regulation.

If the Public Entity fails to maintain the Real Property in accordance with this Section, MnDOT may perform whatever acts and expend whatever funds necessary to so maintain the Real Property, and the Public Entity irrevocably authorizes MnDOT to enter upon the Real Property to perform such acts as may be necessary to so maintain the Real Property. Any actions taken or funds expended by MnDOT shall be at its sole discretion, and nothing contained herein shall require MnDOT to take any action or incur any expense and MnDOT shall not be responsible, or liable to the Public Entity or any other entity, for any such acts that are performed in good faith and not in a negligent manner. Any funds expended by MnDOT pursuant to this Section shall be due and payable on demand by MnDOT and will bear interest from the date of payment by MnDOT at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per year based upon a 365-day year.

Section 5.04 **Recordkeeping and Reporting.** The Public Entity shall maintain books and records pertaining to Project costs and expenses needed to comply with the requirements contained herein, Minn. Stat. Sec. 16A.695, the Commissioner's Order, and Minn. Stat. Sec. 174.52 and all rules related thereto, and upon request shall allow MnDOT, its auditors, the Legislative Auditor for the State of Minnesota, or the State Auditor for the State of Minnesota, to inspect, audit, copy, or abstract all of such items. The Public Entity shall use generally accepted accounting principles in the maintenance of such items, and shall retain all of such books and records for a period of six years after the date that the Project is fully completed and placed into operation.

Section 5.05 **Inspections by MnDOT.** The Public Entity shall allow MnDOT to inspect the Real Property upon reasonable request by MnDOT and without interfering with the normal use of the Real Property.

Section 5.06 **Liability.** The Public Entity and MnDOT agree that each will be responsible for its own acts and the results thereof to the extent authorized by law, and neither shall be responsible for the acts of the other party and the results thereof. The liability of MnDOT and the Commissioner is governed by the provisions of Minn. Stat. Sec. 3.736. If the Public Entity is a "municipality" as that term is used in Minn. Stat. Chapter 466, then the liability of the Public Entity is governed by the provisions of Chapter 466. The Public Entity's liability hereunder shall not be limited to the extent of insurance carried by or provided by the Public Entity, or subject to any exclusion from coverage in any insurance policy.

Section 5.07 **Relationship of the Parties.** Nothing contained in the Agreement is to be construed as establishing a relationship of co-partners or joint venture among the Public Entity, MnDOT, or the Commissioner, nor shall the Public Entity be considered to be an agent, representative, or employee of MnDOT, the Commissioner, or the State of Minnesota in the performance of the Agreement or the Project.

No employee of the Public Entity or other person engaging in the performance of the Agreement or the Project shall be deemed have any contractual relationship with MnDOT, the Commissioner, or the State of Minnesota and shall not be considered an employee of any of those entities. Any claims that may arise on behalf of said employees or other persons out of employment or alleged employment, including claims under the Workers' Compensation Act of the State of Minnesota, claims of discrimination against the Public Entity or its officers, agents, contractors, or employees shall in no way be the responsibility of MnDOT, the Commissioner, or the State of Minnesota. Such employees or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from MnDOT, the Commissioner, or the State of Minnesota, including tenure rights, medical and hospital care, sick and vacation leave, disability benefits, severance pay and retirement benefits.

Section 5.08 **Notices.** In addition to any notice required under applicable law to be given in another manner, any notices required hereunder must be in writing and personally served or sent by prepaid, registered, or certified mail (return receipt requested), to the address of the party specified below or to such different address as may in the future be specified by a party by written notice to the others:

To the Public Entity: At the address indicated on the first page of the Agreement.

To MnDOT at:	Minnesota Department of Transportation Office of State Aid 395 John Ireland Blvd., MS 500 Saint Paul, MN 55155 Attention: Marc Briese, State Aid Programs Engineer
To the Commissioner at:	Minnesota Management & Budget 400 Centennial Office Bldg. 658 Cedar St. St. Paul, MN 55155 Attention: Commissioner

Section 5.09 **Assignment or Modification.** Neither the Public Entity nor MnDOT may assign any of its rights or obligations under the Agreement without the prior written consent of the other party.

Section 5.10 **Waiver.** Neither the failure by the Public Entity, MnDOT, or the Commissioner, as a third party beneficiary of the Agreement, in one or more instances to insist upon the complete observance or performance of any provision hereof, nor the failure of the Public Entity, MnDOT, or the Commissioner to exercise any right or remedy conferred hereunder or afforded by law shall be construed as waiving any breach of such provision or the right to exercise such right or remedy thereafter. In addition, no delay by any of the Public Entity, MnDOT, or the Commissioner in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or the exercise of any other right or remedy.

Section 5.11 **Choice of Law and Venue.** All matters relating to the validity, interpretation, performance, or enforcement of the Agreement shall be determined in accordance with the laws of the State of Minnesota. All legal actions arising from any provision of the Agreement shall be initiated and venued in the State of Minnesota District Court located in St. Paul, Minnesota.

Section 5.12 **Severability.** If any provision of the Agreement is finally judged by any court to be invalid, then the remaining provisions shall remain in full force and effect and they shall be interpreted, performed, and enforced as if the invalid provision did not appear herein.

Section 5.13 **Matching Funds.** Any matching funds as shown on Page 1 of the Grant Agreement that are required to be obtained and supplied by the Public Entity must either be in the form of (i) cash monies, (ii) legally binding commitments for money, or (iii) equivalent funds or contributions, including equity, which have been or will be used to pay for the Project. The Public Entity shall supply to MnDOT whatever documentation MnDOT may request to substantiate the availability and source of any matching funds.

Section 5.14 **Sources and Uses of Funds.** The Public Entity represents to MnDOT and the Commissioner that the Sources and Uses of Funds Schedule attached as **Exhibit A** accurately shows the total cost of the Project and all of the funds that are available for the completion of the Project. The Public Entity will supply any other information and documentation that MnDOT or the Commissioner may request to support or explain any of the information contained in the Sources and Uses of Funds Schedule. If any of the funds shown in the Sources and Uses of Funds Schedule have conditions precedent to the release of such funds, the Public Entity must provide to MnDOT a detailed description of such conditions and what is being done to satisfy such conditions.

Section 5.15 **Project Completion Schedule.** The Public Entity represents to MnDOT and the Commissioner that the Project Completion Schedule attached as **Exhibit B** correctly and accurately sets forth the projected schedule for the completion of the Project.

Section 5.16 **Third-Party Beneficiary.** The Governmental Program will benefit the State of Minnesota and the provisions and requirements contained herein are for the benefit of both the State Entity and the State of Minnesota. Therefore, the State of Minnesota, by and through its Commissioner of MMB, is and shall be a third-party beneficiary of this Agreement.

Section 5.17 **Public Entity Tasks**. Any tasks that the Agreement imposes upon the Public Entity may be performed by such other entity as the Public Entity may select or designate, provided that the failure of such other entity to perform said tasks shall be deemed to be a failure to perform by the Public Entity.

Section 5.18 **Data Practices.** The Public Entity agrees with respect to any data that it possesses regarding the G.O. Grant or the Project to comply with all of the provisions and restrictions contained in the Minnesota Government Data Practices Act contained in Minnesota Statutes Chapter 13, as such may subsequently be amended or replaced from time to time.

Section 5.19 **Non-Discrimination.** The Public Entity agrees to not engage in discriminatory employment practices regarding the Project and it shall fully comply with all of the provisions contained in

Minnesota Statutes Chapters 363A and 181, as such may subsequently be amended or replaced from time to time.

Section 5.20 **Worker's Compensation.** The Public Entity agrees to comply with all of the provisions relating to worker's compensation contained in Minn. Stat. Secs. 176.181 subd. 2 and 176.182, as they may be amended or replaced from time to time with respect to the Project.

Section 5.21 **Antitrust Claims.** The Public Entity hereby assigns to MnDOT and the Commissioner of MMB all claims it may have for over charges as to goods or services provided with respect to the Project that arise under the antitrust laws of the State of Minnesota or of the United States of America.

Section 5.22 **Prevailing Wages.** The Public Entity agrees to comply with all of the applicable provisions contained in Minnesota Statutes Chapter 177, and specifically those provisions contained in Minn. Stat.§. 177.41 through 177.435 as they may be amended or replaced from time to time with respect to the Project. By agreeing to this provision, the Public Entity is not acknowledging or agreeing that the cited provisions apply to the Project.

Section 5.23 **Entire Agreement.** The Agreement and all of the exhibits attached thereto embody the entire agreement between the Public Entity and MnDOT, and there are no other agreements, either oral or written, between the Public Entity and MnDOT on the subject matter hereof.

Section 5.24 **E-Verification.** The Public Entity agrees and acknowledges that it is aware of Minn.Stat. § 16C.075 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such order.

Section 5.25 **Telecommunications Certification.** If federal funds are included in Exhibit A, by signing this agreement, Contractor certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), and 2 CFR 200.216, Contractor will not use funding covered by this agreement to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Contractor will include this certification as a flow down clause in any contract related to this agreement.

Section 5.26 **Title VI/Non-discrimination Assurances.** Public Entity agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. If federal funds are included in Exhibit A, Public Entity will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. MnDOT may conduct a review of the Public Entity's compliance with this provision. The Public Entity must cooperate with MnDOT throughout the review process by supplying all requested information and documentation to MnDOT, making Public Entity staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by MnDOT.

Section 5.27 **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.

Section 5.28 **Certification.** By signing this Agreement, the Grantee certifies that it is not suspended or debarred from receiving federal or state awards.

Nicollet County Board of Commissioners
Board Meeting Agenda Item

NICOLLET COUNTY EST. 1853

Agenda Item:
Consider Award of Quote for CP 15-22 (CSAH 15 Culvert Repairs)

Primary Originating Division/Dept.: Public Works-Highway	Meeting Date: 09/13/2022
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:

Nicollet County experienced severe flooding in the Spring of 2019. Because of the flooding we had two large culverts damaged on CSAH 15 west of CSAH 4. Both culverts need repairs on all pipe joints and void grouting of voids around the culverts. FEMA has approved funds for these repairs. We have developed plans and specifications for the repairs. We are currently advertising for quotes and those quotes will be opened on September 12, 2022 at 1:00PM. Results of those quotes and a recommendation for action will be provided at the September 13, 2022 meeting.

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:

FISCAL IMPACT: Other
(Select One)

If "Other", specify:

FUNDING
County Dollars =

Federal
(Select One)

Total:

FTE IMPACT: No FTE change
(Select One)

If "Increase or "Decrease," specify:

Related Financial/FTE Comments:

Nicollet County Board of Commissioners
Board Meeting Agenda Item

NICOLLET COUNTY EST. 1853

Agenda Item:

TEKsystems Staffing Services Agreement

Primary Originating Division/Dept.: Human Resources	Meeting Date: 09/13/2022
Contact: Kristy Larson — Title: HR Director	Item Type: (Select One) Regular Agenda
Amount of Time Requested 10 minutes	
Presenter: Kristy Larson — Title: HR Director	Attachments: ⦿ Yes ○ No

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

BACKGROUND/JUSTIFICATION:

The Technologies Department has a temporary need for an additional technician to help with responding to service tickets. We are working with a company called TEKsystems, which is connecting us with job candidates who have Help Desk experience. We expect to need this position for nine months, while we work toward getting the Technologies Department back to being fully staffed.

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 TEKsystems Staffing Services Agreement

FISCAL IMPACT: (Select One) NOT in current budget

If "Other", specify

FUNDING

County Dollars =	$49,900
Other (Select One)	
Total	$49,900

FTE IMPACT: (Select One) No FTE change

If "Increase or "Decrease" specify:

Related Financial/FTE Comments:

Reduction in budgeted pay will more than offset this cost.

Staffing Services Agreement

This Staffing Services Agreement ("Agreement") is made September 6, 2022, by and between TEKsystems, Inc. ("TEKsystems"), a Maryland Corporation, and Nicollet County ("Client").

BACKGROUND

WHEREAS, TEKsystems is engaged in the temporary staffing services business providing temporary personnel to customers with staffing needs; and

WHEREAS, Client desires to engage TEKsystems to provide temporary staffing services and TEKsystems desires to be engaged by Client, all on the terms and conditions of this Agreement; and

WHEREAS, as used herein, the term "Contract Employee" means a TEKsystems employee temporarily placed with the Client pursuant to this Agreement;

THEREFORE, in consideration of the premises and mutual promises contained herein, the parties agree as follows:

1. ***TERM***

This Agreement shall commence on the date this Agreement is executed by all parties, and continue for an initial term of one (1) year, and shall continue thereafter on a month-to-month basis unless earlier terminated as provided herein. This Agreement may be terminated by either party upon thirty (30) days prior written notice.

2. ***CONTRACT EMPLOYEES***

TEKsystems shall provide to Client one or more Contract Employees as requested by Client from time to time. Such Contract Employees shall provide services under Client's management and supervision at a facility or in an environment controlled by Client. Attached hereto as *Exhibit A* is a list of the names of the Contract Employee(s) to be placed initially with the Client, standard and overtime hourly billing rates for each Contract Employee, and the starting date for each Contract Employee. Unless otherwise agreed by the parties, this Agreement shall apply to additional Contract Employees provided by TEKsystems as requested by Client hereunder from time to time. Should Client request additional services subsequent to the execution of this Agreement, and such services are not listed on *Exhibit A* attached hereto, or should either Client or TEKsystems request changes to hourly billing rates or other terms for any Contract Employee working under the terms of this Agreement, any such additions or changes will be mutually agreed to in writing and executed by the authorized representatives executing this Agreement. Such agreed upon terms shall become a part of this Agreement, as amended. The signing of a weekly timecard by an authorized Client representative shall constitute acceptance of the services provided under this Agreement.

TEKsystems is an equal opportunity employer and refers Contract Employees, regardless of race, sex, color, religion, creed, ancestry, national origin, disability, age, marital status or other protected class status pursuant to applicable law. Client agrees and warrants that it will not reject Contract Employees, or otherwise deem Contract Employees unacceptable, or take any other action for any reason prohibited by federal, state or local laws including, but not limited to, laws pertaining to employment discrimination or employee safety. In addition, Client agrees to require all Contract Employees to record all hours worked and will not allow "off the clock" time or other similar arrangements. **California Only**: Client will also ensure that Contract Employees are afforded the opportunity to take all required rest breaks and meal periods as required by law, and to properly document those rest and meal breaks. Client will indemnify and defend TEKsystems with respect to any and all claims that Client took action in violation of federal, state and/or local laws, including costs of suit, settlement and attorneys' fees.

3. ***INDEPENDENT CONTRACTOR STATUS***

With respect to the services provided by TEKsystems, TEKsystems shall be an independent contractor. TEKsystems shall be responsible for providing any salary or other benefits to such Contract Employees; will make all appropriate tax, social security, Medicare and other withholding deductions and payments; will provide worker's compensation insurance coverage for its Contract Employees; and will make all appropriate unemployment tax payments.

4. ***INVOICING***

4.1 ***Invoices:*** TEKsystems shall submit weekly invoices to Client for services rendered by Contract Employee(s) for the number of hours worked by Contract Employee(s) the previous week. Overtime will be billed at the rates listed on *Exhibit A*, or as otherwise agreed by both parties, for hours worked by Contract Employee(s) in excess of forty (40) hours per week, or as otherwise required by law. For weeks that have one (1) National or Client observed holiday, overtime rates shall be billed for hours worked in excess of thirty-two (32) hours per week. Invoices submitted by TEKsystems to

Client are presumed to be accurate and fully payable on the terms contained therein unless disputed by Client within five (5) business days of Client's receipt of the invoice.

Invoicing Format (choose one):

X Paper

❑ Client Developed (web based, etc.)

____

Please email the TEKsystems' E-Commerce support team at BillingInquiries@teksystems.com regarding all electronic invoicing implementations.

4.2 ***Time and Expense Records***: Please select the preferred method of Time & Expense capture. The method selected below will be the official record for purposes of invoicing and payment under *Sections 4 and 5* herein.

X TEKsystems Internet Based (on line)

☐ Other

____

4.3 ***Expenses:*** Client shall reimburse TEKsystems for all ordinary, necessary, and reasonable travel expenses incurred by Contract Employee(s) while performing services on behalf of Client that require Contract Employee to travel away from Client's primary job site. For other expense items, Client shall reimburse TEKsystems according to *Exhibit B* attached hereto. Exhibit B attached (YES) (NO) Circle *one.*

4.4 ***Transaction Taxes:*** Fees quoted do not include any sales, use, gross receipts, goods and services, value-added, excise, or any other taxes of a similar nature (collectively, "Transaction Taxes"). Client is responsible for all Transaction Taxes and shall pay or reimburse TEKsystems for Transaction Taxes as a result of, relating or in connection with this Agreement including the services provided herein. If Client provides TEKsystems with a valid tax exemption certificate in accordance with local laws and as determined by TEKsystems, TEKsystems will not collect Transaction Taxes covered by the tax exemption certificate. If Client and TEKsystems cannot agree on the applicability of Transaction Taxes, Client understands that Transaction Taxes remain a responsibility of the Client to be collected by TEKsystems and remitted to the relevant governing authority should it be alleged or determined to be owed in connection with the services provided under this Agreement. In the event a governing authority determines additional Transaction Taxes are due in furtherance of this Agreement or the exemption certificate is held invalid, Client will pay TEKsystems the Transaction Tax and hold TEKsystems harmless from the tax, and any penalties, interest, fines, and costs thereon as well as reasonable legal fees and costs incurred by TEKsystems as a result.

Client agrees to reasonably cooperate with TEKsystems in the audit and minimization of Transaction Taxes in connection with this Agreement and shall make available to TEKsystems, and any governing authority, all information, records, or documents relating to any audits or assessments attributable to or resulting from this Agreement, and the filing of any tax returns or contesting of any Transaction Taxes.

4.5 ***Purchase Orders***: Payment of TEKsystems invoices shall not be dependent upon a Client generated purchase order. If a purchase order is required pursuant to this Section, Client shall deliver to TEKsystems a written purchase order before the first Contract Employee start date identified on *Exhibit A*. As stated in *Section 15.7* herein, this Agreement, *Exhibit A* and *Exhibit B* constitute the entire agreement between the parties. If there is any inconsistency or conflicting terms between this Agreement and a client purchase order, this Agreement shall prevail. All purchase orders must be signed on behalf of the parties to this Agreement by their authorized representatives executing this Agreement.

5. ***PAYMENT; DEFAULT***

Payment in full for invoices shall be due within thirty [30] days from invoice date, at TEKsystems, P.O. Box 198568, Atlanta, Georgia 30384-8568. Invoices that are more than seven (7) days past due are subject to a late charge of one percent (1%) per month on the amount of the past due balance. Late charges shall be calculated using the U.S. Method, therefore interest will not be compounded on the past due balance. If the Client's account is past due and TEKsystems has notified Client verbally or in writing of the past due balance, TEKsystems may, without advance notice, immediately cease providing any and all further Contract Employee services and may remove any currently assigned Contract Employees to Client without any liability to Client for interruption of pending work. Notwithstanding the terms of Section 15.10 of this Agreement, TEKsystems may institute proceedings to seek a default judgment in any court or competent jurisdiction in the United States. In the event that there are subsidiaries and/or affiliates of Client that are subject to the terms of this Agreement, and those subsidiaries and/or affiliates become delinquent or are unable to pay TEKsystems according to the terms contained herein, Client shall be liable to TEKsystems for payment of any and all outstanding invoices owed by the subsidiaries and/or affiliates.

Payment Method (choose one):

❑ Electronic Funds Transfer (EFT)

X Paper Check

If EFT, please provide EFT contact information:

Name: _______________

Phone Number: _______________

E-mail address: _______________

Please email the TEKsystems' E-Commerce support team at BillingInquiries@teksystems.com regarding all electronic payment implementations.

5.1 ***Lockbox***: Payment by check should be sent to TEKsystems, P.O. Box 198568, Atlanta, Georgia, 30384-

8568.

6. ***COLLECTION***

If the Client's account, after default, is referred to an attorney or collection agency for collection, Client shall pay all of TEKsystems' expenses incurred in such collection efforts including, but not limited to, court costs and reasonable attorneys' fees.

7. ***Bankruptcy***

Client agrees that in the event Client files bankruptcy, (i) to the extent TEKsystems pays the salary and other direct labor costs of the Contract Employees it provides to Client and such amounts incurred within 180 days prior to bankruptcy are not paid by Client to TEKsystems prior to bankruptcy, and/or (ii) TEKsystems is the assignee of claims held by such Contract Employees against Client for such amounts incurred within 180 days prior to bankruptcy and such amounts are not paid by Client to TEKsystems prior to bankruptcy, then TEKsystems has a claim against Client in bankruptcy for the amount of such salary and other direct labor costs which is entitled to a priority under 11 U.S.C. § 507(a)(4).

*8. **CONSENT TO USE OF SUB-CONTRACTORS***

From time to time in the performance of the services under this Agreement, it may be necessary or desirable for TEKsystems to engage other parties as sub-contractors. Client consents and agrees that TEKsystems may engage sub-contractors to provide services hereunder as it deems necessary.

9. ***EXPORT CONTROL***

Client agrees that it will adhere to all applicable export controls including but not limited to the International Traffic and Arms Regulations (ITAR), the Export Administration Regulations (EAR), and all regulations and orders administered by the Office of Foreign Asset Control of the U.S. Department of Treasury. Client further assumes responsibility for contract employees' actions with regard to any transfer of export controlled articles to include technical data, and defense services while acting within the scope of work under this contract, to include the procurement of any licenses required under the ITAR or EAR. Client is responsible for identifying in writing for TEKsystems positions that require access to export controlled data or require TEKsystems provided personnel to participate in the export of controlled information and technologies to foreign persons. TEKsystems agrees to certify that its employees placed in those positions are U.S. persons where necessary.

10. ***PREVAILING WAGE***

Client agrees that it is Client's responsibility to notify TEKsystems of any prevailing wage or other wage requirements covering the Contract Employees assigned to perform services for the Client, and Client hereby certifies that the services to be performed by the Contract Employees under this Agreement are not subject to any such wage requirements. In the event that it is later determined that any prevailing wage or other wage requirements/determinations are applicable, Client shall be responsible for notifying TEKsystems of the proper job classification as it relates to the Contract Employees as set forth in the Exhibit A to this agreement and Client hereby agrees to indemnify and hold harmless TEKsystems for any such costs, losses or damages which TEKsystems may suffer or incur as a result of such error and in connection with satisfying such requirements.

11. ***RESTRICTIVE COVENANTCONVERSION / RIGHT TO HIRE***

11.1 ***Restrictive Covenant-Conversion*:**

(a) TEKsystems is not an employment agency. Its services are provided at great expense to TEKsystems. In consideration thereof, during the term of this Agreement and for the one hundred eighty (180) day period immediately following the period for which a Contract Employee last performed services for the Client under this Agreement, Client shall not, directly or indirectly, for itself, or on behalf of any other person, firm, corporation or other entity, whether as principal, agent, employee, stockholder, partner, member, officer, director, sole proprietor, or otherwise, solicit, participate in or promote the solicitation of such Contract Employee to leave the employ of TEKsystems, or hire or engage such Contract Employee.

Notwithstanding the above paragraph in this *Section 11.1*, if at any time the Client wishes to hire any Contract Employee provided by TEKsystems, Client may request that TEKsystems release the Contract Employee from his/her employment contract with TEKsystems to allow Client to employ or engage the services of Contract Employee, either directly or indirectly. Client acknowledges and agrees that TEKsystems, in its sole and absolute discretion, has the right to accept or refuse Client's request to employ or engage the services of Contract Employee supplied by TEKsystems to Client. If TEKsystems has accepted Client's request to employ Contract Employee, either directly or indirectly, and the Contract Employee has not completed a minimum of six (6) months of continuous employment at Client for TEKsystems, the Client will pay TEKsystems, as liquidated damages, an amount equal to 30% of the Contract Employees first year salary, including guaranteed bonuses, with Client. If Contract Employee has completed a minimum of six (6) months of continuous employment at Client for TEKsystems, and authorization has been obtained by Client from TEKsystems, then Client may employ or engage the services of Contract Employee, either directly or indirectly, without any financial compensation or liquidated damages payment owed to TEKsystems from Client.

(b) In addition to the provisions of *Section 11.1(a)*, during the term of this Agreement and for a period of one (1) year immediately following the termination of this Agreement, Client agrees that it shall not, directly or indirectly, for itself, or on behalf of any other person, firm, corporation or other entity, whether as principal, agent, employee, stockholder, partner, member, officer, director, sole proprietor, or otherwise, solicit, participate in or promote the solicitation of any employee of TEKsystems under any circumstances, unless otherwise allowed under the provisions of *Section 11.1(a)*. In the event that Client violates this subsection (b), Client agrees to pay to TEKsystems an amount equal to such employee's annualized first year salary, including bonuses.

11.2 ***Submittals-Right To Hire***: Resumes submitted to Client are confidential and for Client use only. Client agrees that TEKsystems is the representative of all candidates for which resumes are submitted to Client by TEKsystems in response to Client requests. Accordingly, Client agrees that if any candidate submitted to Client by TEKsystems is hired either directly or indirectly by Client within one hundred eighty (180) days of receipt of the resume, Client agrees to pay to TEKsystems as liquidated damages an amount equal to 30% of the employees annualized first year salary, including guaranteed bonuses.

12. ***CONTRACT EMPLOYEE PERFORMANCE***

Within the first forty (40) hours worked by any Contract Employee(s), Client shall review the Contract Employee(s) performance and decide whether to continue the engagement of such Contract Employee. If Client is dissatisfied with the performance of the Contract Employee, and Client wishes TEKsystems to terminate its engagement of such Contract Employee, Client must notify TEKsystems within the initial forty (40) hour period, specifying the reasons for its dissatisfaction, and Client shall not be required to pay for the hours worked by that Contract Employee during the initial forty (40) hour period, provided its reasons for termination are not unlawful and are bona fide in TEKsystems' reasonable judgment. If Client becomes dissatisfied with the performance of a Contract Employee after the initial forty (40) hour period, Client may request that TEKsystems terminate the engagement of that Contract Employee upon written notice to TEKsystems, but Client shall pay for all hours worked by the terminated Contract Employee from the first hour of work up to and including the date of termination.

13. ***LIMITATION OF LIABILITY***

TEKsystems does not warrant or guarantee that the Contract Employee(s) placed pursuant to this Agreement will produce any particular result or any solution to Client's particular needs. Accordingly, Client acknowledges and agrees that TEKsystems is not responsible for any aspects of the Contract Employees work or the Client's project, including, without limitation, any deadlines or work product. Because TEKsystems is providing supplemental staffing services only, and Client is directing and supervising the Contract Employees who render these services, TEKsystems shall not be liable (i) for any claims, costs, expenses, damages, obligations or losses arising from or in connection with the acts or omission of any Contract Employee, including, but not limited to, work on engineering or design concepts or calculations or related drawings, software programs, designs or documentation, or (ii) for any indirect, special or consequential damages (including, but not limited to, loss of profits, interest, earnings or use) whether arising in contract, tort or otherwise. Client shall indemnify TEKsystems and hold it harmless against and from any such claims made or brought by third parties, including any and all costs incurred in connection with such claims.

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

14. ***CLIENT PROPERTY***

14.1 ***Work Product***: All work product of every kind performed by any Contract Employee on behalf of Client shall be the sole and exclusive property of Client.

14.2 ***Confidentiality***: TEKsystems recognizes that while performing its duties under this Agreement, TEKsystems and its Contract Employees may be granted access to certain proprietary and confidential information regarding Client's business, customers, and employees. TEKsystems agrees to keep such information confidential and the obligations of this paragraph will survive the termination of this Agreement. This paragraph does not apply to information that was previously known or information that is available in the public domain.

14.3 ***Records – Availability/Access:*** Subject to the requirements of Minnesota Statutes section 16C.05, subd. 5, Nicollet County, the State Auditor, or any of their authorized representatives, at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of TEKsystems and involve transactions relating to this Agreement. TEKsystems shall maintain these materials and allow access during the period of this Agreement and for six (6) years after its expiration, cancellation or termination.

14.4 ***Data Practices:*** TEKsystems, its officers, agents, owners, partners, employees, volunteers and subcontractors shall, to the extent applicable, abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, chapter 13 (MGDPA) and all other applicable law, rules, regulations and orders relating to data or the privacy, confidentiality or security of data, which may include but is not limited to the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (HIPAA). For clarification and not limitation, Client hereby notifies TEKsystems that the requirements of Minnesota Statutes section 13.05, subd. 11, apply to this Agreement. TEKsystems shall promptly notify Client if TEKsystems becomes aware of any potential claims, or facts giving rise to such claims, under the MGDPA or other data, data security, privacy or confidentiality laws, and shall also comply with the other requirements of this Section.

Classification of data, including trade secret data, will be determined pursuant to applicable law and, accordingly, merely labeling data as "trade secret" by TEKsystems does not necessarily make the data protected as such under any applicable law.

In addition to the foregoing MGDPA and other applicable law obligations, TEKsystems and the Contract Employee shall comply with the following duties and obligations regarding County Data and County Systems (as each term is defined herein). As used herein, "Client Data" means any data or information, and any copies thereof, created by TEKsystems and the Contract Employee or acquired by TEKsystems and the Contract Employee from or through Client pursuant to this Agreement, including but not limited to handwriting, typewriting, printing, photocopying, photographing, facsimile transmitting, and every other means of recording any form of communication or representation, including electronic media, email, letters, works, pictures, drawings, sounds, videos, or symbols, or combinations thereof.

If TEKsystems and the Contract Employee has access to or possession/control of Client Data, TEKsystems and the Contract Employee shall safeguard and protect the County Data in accordance with generally accepted industry standards, all laws, and all then applicable Client policies, procedures, rules and directions. To the extent of any inconsistency between accepted industry standards and such Client policies, procedures, rules and directions, TEKsystems and the Contract Employee shall notify Client of the inconsistency and follow Client direction. TEKsystems and the Contract Employee shall immediately notify Client of any known or suspected security breach or unauthorized access to Client Data, then comply with all responsive directions provided by Client. The foregoing shall not be construed as eliminating, limiting or otherwise modifying TEKsystems and the Contract Employee's indemnification obligations herein.

14.5 Client may, in its sole discretion, grant TEKsystems and the Contract Employee limited access to Client computer/data systems, including but not limited to Client computers, networks, databases, applications and/or environments, ("County Systems") exclusively for the purposes of performing services hereunder. Client Systems may be owned by Client or may be licensed by Client from a third party. If Client grants access to Client Systems, where applicable and to the extent within TEKsystems; control, TEKsystems and the Contract Employee and all TEKsystem's personnel with access to Clients Systems: (i) shall secure and safeguard all access and authentication information related to Client Systems, including but not limited to usernames, passwords, and other applicable authentication information related to Client Systems access, ("Authentication Credentials"); (ii) shall not share or distribute Authentication Credentials with any individual; and (iii) shall comply with then applicable Client data practices and security policies, procedures, rules and directions when accessing and using Client Systems. Where TEKsystems does not maintain the requisite control over Client systems to implement appropriate safeguards, it shall adhere to all policies and procedures used by the Client in implementing its own safeguards to protect such Client system. Compliance with such requirements is supplemental to TEKsystems and the Contract Employee duty to comply with applicable law and regulations and TEKsystems and the Contract Employee ordinary duty of care in such situations.

For clarification and not limitation of the foregoing, TEKsystems and the Contract Employee's access to Client Systems shall be subject to the following: (i) TEKsystems and the Contract Employee shall notify all personnel with access to Client Systems of the obligations imposed by this Agreement; (ii) personnel performing on behalf of TEKsystems and the Contract Employee shall complete Client approved data practices and security training as required by Client; (iii) if TEKsystems and the Contract Employee utilizes its own systems, software or equipment in the performance of this Agreement, the same shall meet Client's technical operating and security system requirements, including but not limited to installing and/or maintaining Client approved firewalls, proxies, filters and other monitors and controls; (iv) TEKsystems and the Contract Employee shall immediately notify Client of any known or suspected County System incidents or breaches, then comply with all responsive directions provided by Client; and (v) if any TEKsystems personnel and the Contract Employee with access to Client Systems no longer requires said access and/or is no longer performing services hereunder, TEKsystems and the Contract Employee shall immediately notify Client and ensure that said individual no longer has access to Client Systems, including but not limited to deleting, eliminating and destroying all Authentication Credentials. Client may terminate, deny or revoke access to Client Systems at any time and without notice. Any notice required by the foregoing shall be provided to the Client Contract Administrator (as identified in the contact provisions below).

14.6 Upon expiration, cancellation or termination of this Agreement:

(1) At the discretion of Client and as specified in writing by the Contract Administrator, TEKsystems and the Contract Employee shall deliver to the Contract Administrator all Client Data so specified by Client.

(2) Client shall have full ownership and control of all such Client Data.

(3) Except to the extent required by law or as agreed to by Client, TEKsystems and the Contract Employee shall not retain any Client Data that are confidential, protected, privileged, not public, nonpublic, or private, as those classifications are determined pursuant to applicable law. In addition, TEKsystems and the Contract Employee shall, upon Client's request, certify destruction of any Client Data so specified by Client.

15. ***NOTICES; INFORMATION SECURITY INCIDENT LINK***

15.1 ***Manner***: Any notice or other communication ("Notice") required or permitted under this Agreement shall be in writing and either delivered personally or sent by facsimile, overnight delivery, express mail, or certified or registered mail, postage prepaid, return receipt requested.

15.2 ***Addressee***: Notices shall be addressed to:

TEKsystems, Inc.
Attn: Senior Manager Of Operations
Address: 7437 Race Road
Hanover, MD 21076
Fax #:
Telephone:
Email:

Or in the case of Client:

Nicollet County
Attn: Human Resources
Address: 501 S. Minnesota Ave.
St. Peter, MN 56082
Fax #:
Telephone: 507-934-5278
Email: kristine.larson@co.nicollet.mn.us

15.3 ***Delivery***: A Notice delivered personally shall be deemed given only if acknowledged in writing by the person to whom it is given. A Notice sent by facsimile shall be deemed given when transmitted, provided that the sender obtains written confirmation that the transmission was sent. A Notice sent by overnight delivery or express mail shall be deemed given twenty-four (24) hours after having been sent. A Notice that is sent by certified mail or registered mail shall be deemed given forty-eight (48) hours after it is mailed. If any time period in this Agreement commences upon the delivery of Notice to any one or more parties, the time period shall commence only when all of the required Notices have been deemed given.

15.4 ***Changes***: Either party may designate, by Notice to the other, substitute addressees, addresses or facsimile numbers for Notices, and thereafter, Notices are to be directed to those substitute addresses, or facsimile numbers.

15.5 ***Information Security Incident Link***: In the event an Information Security Incident occurs involving a Contract Employee assigned to Client under this Agreement, Client agrees to report the Information Security Incident to TEKsystems via the following link: [Infosec.allegisgroup.com]. An Information Security Incident shall be defined to include any matter in which Client equipment is lost or stolen, any sensitive, proprietary or Client confidential information contained on the Equipment is improperly transmitted or disclosed or other information security incidents or issues that arise and are caused by Contract Employee(s).16. ***MISCELLANEOUS***

16.1 ***Governing Law***: The laws of the State of Minnesota shall govern the validity and construction of this Agreement and any dispute arising out of or relating to this Agreement, without regard to the principles of conflict of laws.

16.2 ***Severability***: A ruling by any court that one or more of the provisions contained in this Agreement is invalid, illegal or unenforceable in any respect shall not affect any other provision of this Agreement so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Thereafter, this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had been amended so as to make this Agreement valid and enforceable as originally contemplated by this Agreement to the greatest extent possible.

16.3 ***Counterparts***: This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original. In that event, in providing this

Agreement it shall not be necessary to produce or account for the counterpart signed by the party against whom the proof is being presented.

16.4 ***Headings***: The section and subsection headings have been included for convenience only, are not part of this Agreement and shall not be taken as an interpretation of any provision of this Agreement. The background section is an integral part of this Agreement.

16.5 ***Binding Effect***: This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legatees, personal representatives and other legal representatives, successors and permitted assigns. TEKsystems and Client specifically acknowledge and agree that this Agreement governs and applies to the relationship between TEKsystems and the Client, and not to any other relationship between the Client and any other division, company, business unit, subsidiary or affiliate of TEKsystems. Except as otherwise specifically provided, this Agreement is not intended and shall not be construed to confer upon or to give any person, other than the parties hereto, any rights or remedies.

16.6 ***Amendments And Modifications***: This Agreement, including *Exhibit A* and *Exhibit B* hereto, may be amended, waived, changed, modified or discharged only by an agreement in writing signed on behalf of all of the parties by the authorized representatives executing this Agreement.

16.7 ***Entire Agreement***: This Agreement, *Exhibit A* and *Exhibit B* hereto constitutes the entire agreement between the parties, and there are no representations, warranties, covenants or obligations except as set forth in this Agreement. This Agreement supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, written or oral, of the parties, relating to any transaction contemplated by this Agreement.

16.8 ***Waiver***: Failure to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement shall not be deemed a waiver of that term, covenant or condition or of any other term, covenant or condition of this Agreement. Any waiver or relinquishment of any right or power hereunder at any one or more times shall not be deemed a waiver or relinquishment of that right or power at any other time.

16.9 ***Remedies Cumulative***: The remedies set forth in this Agreement are cumulative and are in addition to any other remedies allowed at law or in equity. Resort to one form of remedy shall not constitute a waiver of alternate remedies.

16.10 ***Assignment***: No party shall transfer or assign any or all of its rights or interests under this Agreement or delegate any of its obligations without the prior written consent of the other party; provided, however, that TEKsystems may transfer or assign its rights or interests, or delegate its obligations, under this Agreement to any of TEKsystems other divisions, business units, subsidiaries or affiliates without the prior written consent of Client.

16.11 ***Remote Work***: If necessary, Client authorizes TEKsystems' resources to work remotely off-site, away from a Client location. Client is aware that the remote work location is not a TEKsystems location and is not a managed site by TEKsystems.

Client shall provide TEKsystems' personnel with hardware (if applicable), software, and network connectivity (such as a Virtual Private Network) to perform the Services remotely and shall be responsible for ensuring any Client-provided hardware, software, and network meet Client security obligations and measures. At no time will TEKsystems be storing Client data on TEKsystems' equipment.

17. ***HEALTH AND SAFETY***

Client agrees to train, certify, evaluate and orient all TEKsystems Contract Employees in all safety (IIPP), hazardous communication (MSDS information, etc.) and operational instructions in the same manner as Client employees and as required by policy or by law, including, but not limited to, all federal OSHA and equivalent state agency requirements, guidelines and standards. Client will provide and require all TEKsystems Contract Employees to wear all appropriate safety equipment. Client will notify TEKsystems immediately in the event of an accident or medical treatment of any TEKsystems Contract Employee, and will be provided with a completed supervisor's report of injury. In the event of an accident or other incident involving a TEKsystems Contract Employee, TEKsystems shall have the right to conduct an on-site investigation. Client shall cooperate with TEKsystems in the conduct of its investigation.

18. ***VEHICLE USE***

Contract Employee(s) are not authorized to operate a motor vehicle without TEKsystems' express written permission. Client shall not request or require TEKsystems' Contract Employee(s) to perform tasks that require driving a motor vehicle without TEKsystem's express written permission.

19. ***FORCE MAJEURE***

Neither party shall be liable for any delay in delivery or nonperformance in whole or in part of its obligations under this Agreement or Statement of Work, except the obligation to make payment when due, if prevented from doing so by a cause or causes beyond its control, including, without limitation, acts of God or public enemy, failure of suppliers to perform, fire, floods, storms, earthquakes, riots, strikes, war, and restraints of government. The suspension of performance shall be of no greater scope and no longer duration than is reasonably required and the non-performing party shall use reasonable efforts to remedy its inability to perform.

20. ***INSURANCE***

A. With respect to the services provided pursuant to this Agreement, TEKsystems shall, at its sole expense, procure and maintain insurance of the types, and in the form and amounts described below from insurer(s) authorized to transact business in the state where services or operations will be performed by TEKsystems. Such insurance and required coverage shall be in forms acceptable to Client. The insurance requirements described below shall be maintained uninterrupted for the duration of this Agreement and beyond such term when so required, and shall cover TEKsystems, and others for whom and/or to whom TEKsystems may be liable, for liabilities in connection with work performed for or on behalf of Client, its agents, representatives, employees or contractors. TEKsystems is required to have and keep in force the following minimum insurance coverages or TEKsystems actual insurance limits for primary coverage and excess liability or umbrella policy limits, whichever is greater:

	REQUIRED INSURANCE COVERAGES	MINIMUM
(1)	**Commercial General Liability (CGL)**	
	General Aggregate	$2,000,000
	Products—Completed Operations Aggregate	$2,000,000
	Personal and Advertising Injury	$1,500,000
	Each Occurrence—Combined Bodily Injury and Property Damage	$1,500,000
	Coverage shall be on an occurrence basis and include contractual liability coverage.	
(2)	**Workers' Compensation and Employer's Liability**	
	Workers' Compensation	Statutory
	Employer's Liability: Bodily injury by accident—Each Accident	$500,000
	Employer's Liability: Bodily injury by Disease—Policy Limit	$500,000
	Employer's Liability: Bodily injury by Disease—Each Employee	$500,000
	If CONTRACTOR is based outside the state of Minnesota, coverage must comply with Minnesota law. If CONTRACTOR is a sole proprietor, it is exempted from the above Workers' Compensation requirements to the extent provided by Minnesota law. In the event that CONTRACTOR should hire employees or subcontract this work, CONTRACTOR shall obtain the required insurance.	
(3)	**Professional Liability (PL/E&O)**	
	Per Claim	$1,500,000
	Aggregate	$2,000,000
	The professional liability insurance must be maintained continuously for a period of three (3) years after final acceptance of services or the expiration, cancellation or termination of this Agreement, whichever is later. Coverage shall include liability arising from the errors, omissions or acts of CONTRACTOR or any entity for which CONTRACTOR is legally responsible in the providing of services under the Agreement. Throughout the term of the Agreement, the PL/E&O policy shall include full prior acts coverage.	

B. An umbrella or excess policy is an acceptable method to provide the required commercial general insurance coverage.

Coverage shall not include any exclusion or other limitations related to:

(1) Scope of services;

(2) Delays in project completion and cost overruns; or
(3) Persons or entities authorized to notify the carrier of a claim or potential claim.

The above establishes minimum insurance requirements. It is the sole responsibility of TEKsystems to determine the need for and to procure additional insurance which may be needed in connection with this Agreement. Upon written request, TEKsystems shall promptly submit copies of insurance policies to Client.

TEKsystems shall ensure that all of TEKsystems' subcontractors (i) independently carry insurance appropriate to cover the subcontractors' exposures and that meet or exceed the Required Insurance Coverages set forth in the table above; (ii) are covered under the TEKsystems' policies; or (iii) or both. TEKsystems is responsible for monitoring its subcontractors' proof of insurance to ensure compliance with the foregoing obligations. Copies of certificates of insurance shall be maintained by TEKsystems and shall be supplied to Client upon request.

TEKsystems shall not commence work until it has obtained required insurance and filed with Client a properly executed Certificate of Insurance establishing compliance. The certificate(s) must name Nicollet County as the certificate holder, and as an additional insured for the commercial general liability and the automobile liability coverages required herein. A self-insured retention (SIR) is not acceptable, unless expressly agreed to in writing by Client. The funding of deductibles and self-insured retentions maintained by TEKsystems, if allowed by Client, shall be the sole responsibility of TEKsystems. If the certificate form contains a certificate holder notification provision, the certificate shall state that the insurer will endeavor to mail to Client thirty (30) day prior written notice in the event of cancellation/termination of any described policies; however, in the event the insurance carrier will not issue or endorse its policy(s) to comply with the notice provision in the preceding clause, TEKsystems shall assume such notice obligations. If TEKsystems receives notice of cancellation/termination from an insurer, TEKsystems shall fax or email a copy of the notice to Client within two (2) business days.

TEKsystems shall furnish to Client updated certificates during the term of this Agreement as insurance policies expire. If TEKsystems fails to furnish proof of insurance coverages, Client may withhold payments and/or pursue any other right or remedy allowed under contract, law, equity, and/or statute.

TEKsystems' or, as applicable, subcontractor(s)' required insurance shall be primary insurance and any insurance or self-insurance maintained by Client shall be in excess of and non-contributory with TEKsystems' insurance. TEKsystems waives all rights against Client, its officials, officers, agents, volunteers, and employees for recovery of damages to the extent that damages are covered by insurance of TEKsystems. If necessary, TEKsystems agrees to endorse the required insurance policies to permit waivers of subrogation in favor of Client.

If TEKsystems' subcontractor(s) independently carries insurance in accordance with the provisions herein, TEKsystems shall have a written agreement with its subcontractor(s) to pass-through all of the foregoing insurance obligations.

The parties agree that this Staffing Services Agreement, and any subsequent Exhibit, amendment, or affiliated document, may be electronically signed. The parties agree that the electronic signatures appearing on this document are the same as manual handwritten signatures for the purposes of validity, enforceability and admissibility to the fullest extent of the law and both parties hereby waive any objection to the contrary.

(Signatures on Following Page)

IN WITNESS WHEREOF, the parties have executed this Agreement, under seal, the day and year first above written.

TEKsystems, Inc.		**Client**	
Signature		Signature	
Name		Name	
Title	Date	Title	Date

EXHIBIT A

Pursuant to the terms and conditions of the Staffing Services Agreement ("Agreement") dated by and between TEKsystems, Inc. ("TEKsystems") and Nicollet County ("Client"), Client agrees to reimburse TEKsystems in full at the following approved rates:

Contract Employee Name	***Standard Billing Rate***	***Overtime Billing Rate***	***Scheduled Start Date***	***Prevailing Wage Required***
	$ /hr	$ /hr		
	$ /hr	$ /hr		
	$ /hr	$ /hr		
	$ /hr	$ /hr		
	$ /hr	$ /hr		
	$ /hr	$ /hr		

AGREED AND ACCEPTED:

TEKsystems, Inc.		**Client**	
Signature		Signature	
Name		Name	
Title	Date	Title	Date

EXHIBIT B

Pursuant to the terms and conditions of the Staffing Services Agreement ("Agreement") dated by and between TEKsystems, Inc. ("TEKsystems") and Nicollet County ("Client"), Client agrees to reimburse TEKsystems in full and at the approved rates for the following marked expenses:

		Specifications/Comments
x Mileage ______	☐ Rate per mile $ 0.62 ______	Beginning 1/1/2023, IRS rate at that time______
☐ Parking		______
☐ Tolls		______
☐ Meal allowance per day $______		______
☐ Per Diem	☐ Weekly $______	______
	☐ Daily $______	______
☐ Travel Hours		______
☐ Hotel		______
☐ Airfare		______
☐ Misc. expenses		______
	☐ Tools (to complete job)	______
	x Supplies (to complete job)	______
	☐ Other (to complete job)	______
☐ Rental car	☐ Weekly $______	______
	☐ Daily $______	______
☐ Other		______

AGREED AND ACCEPTED:

TEKsystems, Inc.		**Client**	
Signature		Signature	
Name		Name	
Title	Date	Title	Date

NICOLLET EST. COUNTY 1853

AUGUST 23, 2022
OFFICIAL PROCEEDINGS OF THE
NICOLLET COUNTY DRAINAGE AUTHORITY

The Nicollet County Drainage Authority met in regular session on Tuesday, August 23, 2022 after the adjournment of the regular Board of Commissioners meeting. Commissioners Jack Kolars, Terry Morrow, John Luepke and David Haack 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 Luepke to approve the agenda. Motion carried with all voting in favor.

Consent Agenda

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

1. August 9, 2022 Board Meeting Minutes
2. Consider Ditch Repair Reports 22-001 through 22-005

Motion carried with all voting in favor.

Public Appearances

There were no public appearances related to the regular Drainage Authority meeting.

Public Works

Consider Ditch Repair Report 22-006

Drainage Director Nathan Henry presented the repair report related to CD83. Houston Engineering has provided a quote to mitigate the erosion and ditch bank sloughing.

Motion by Commissioner Morrow and seconded by Commissioner Haack to approve Ditch Repair Report 22-006 report, with Commissioner Luepke abstaining. Motion carried with all voting in favor on a roll call vote.

Adjourn

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

Commissioner Kolars adjourned the meeting at 9:54 a.m.

____
JACK KOLARS, VICE CHAIR
BOARD OF COMMISSIONERS

ATTEST:

____
MANDY LANDKAMER,
CLERK TO THE BOARD

Nicollet County Drainage Authority Meeting Agenda Item

NICOLLET COUNTY EST. 1853

Agenda Item:
Consider ditch repair report 22-008

Primary Originating Division/Dept.: Public Works	Meeting Date: 09/13/2022
Contact: Nate Henry — Title: Drainage Inspector	Item Type: (Select One) Consent Agenda
Amount of Time Requested 0 minutes	
Presenter: Nate Henry — Title: Drainage Inspector	Attachments: (•) Yes ( ) No

County Strategy: (Select One) Facilities and Space - preserve, maintain and build our assets

BACKGROUND/JUSTIFICATION:
See attached ditch repair report

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:
Approve ditch repair report 22-008

FISCAL IMPACT: Other
(Select One)
If "Other", specify

FTE IMPACT: No FTE change
(Select One)
If "Increase or "Decrease" specify:

Related Financial/FTE Comments:

FUNDING
Drainage Authority Dollars =

Other (Select One)	$4,000.00
Total	$4,000.00

Nicollet County
DRAINAGE DEPARTMENT
REPAIR REPORT
For Staff Documentation & Contractor Information

County Ditch 87 Repair #22-008

OVERVIEW

Date Repair Was Created:	2022-09-07	Branch:	Main
Problem/Proposed Work:	Trees are growing in and around the open ditch. Landowners are requesting the ditch system repair the system and remove the trees from the open ditch and adjacent areas. The buffer will be repaired where damaged.		
Ditch Repair:			
Tile Repair:			
FEMA Event:	None	FEMA Date:	None

REPAIR LOCATION DETAILS

Commissioner District:		Township:	New Sweden
Twp:		Range:	
Section:		Qtr-Qtr Section:	
Latitude:	44.42729953368726	Longitude:	-94.1927831317264
Parcel Number:			
Location Details			

Nicollet County
DRAINAGE DEPARTMENT
REPAIR REPORT
For Staff Documentation & Contractor Information

PERSON REQUESTING REPAIR

Name	Address	Phone
Staff	None	None

LANDOWNER

Name	Address	Phone
Joel Zimmerman	46409 370th St	None

STATUS LOG

Action	Date	Initials	Notes
For Review	09/07/2022	nhenry	None

DRAINAGE AUTHORITY ACTIONS

Action	Date	Board Date	Initials	Notes

REPAIR ESTIMATES

Order	Date	Contractor	Total Cost	Notes
1	2022-09-07	Dvorak Excavating	4000	

REPAIR INVOICES

Order	Date	Contractor	%Complete	Total Cost	Notes

INSPECTION LOG

Date	Initials	Notes
2022-08-25	nhenry	site visit

Nicollet County
DRAINAGE DEPARTMENT
REPAIR REPORT
For Staff Documentation & Contractor Information

INSPECTION PHOTOS

Date (08/25/2022) - Inspector(nhenry)

No photos