

Board of Commissioners Agenda

November 22, 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. [November 8, 2022 Board Minutes](#)
 - b. [Farm Lease Renewals](#)
 - c. [Carver County Juvenile Detention Contract with Blue Earth County](#)
 - d. [2022 SSTS Upgrade Amendment](#)
 - e. Approval of Bills
 5. Public Appearances
- 9:05 a.m. 6. Finance**
- a. [Motion for December 2022 and January 2023 Bill Approval](#)
- 9:10 a.m. 7. Sheriff**
- a. [Chief Deputy Appointment](#)
- 9:15 a.m. 8. Property Services (PPSD)**
- a. [Minnesota Regional LiDAR Acquisition Project](#)
- 9:20 a.m. 9. Public Works**
- a. [Consider Final Payment for Project SP 052-614-010](#)
- 9:30 a.m. 10. Health and Human Services**
- a. [County, City, Tribal, and State Health and Human Services Worker Day Proclamation](#)
 - b. [2023 Child Welfare and Juvenile Justice Screening Grant Award](#)
 - c. [2023 Master Contract for MFIP/DWP and Notice of Funds Available](#)
 - d. [2022 Collections Policy Revision](#)
- 9:50 a.m. 11. County Attorney**
- a. [Crime Victim Services – Year End Report](#)

(Continued)

Mission Statement

Providing efficient services with innovation and accountability.

Vision Statement

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

Core Values

Leadership. Integrity. Accountability. Efficiency. Innovation.

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- 9:55 a.m.**
- 12. County Attorney Update
 - 13. Chair's Report
 - 14. Commissioner Committee Reports
 - 15. Commissioner Meetings & Conferences
 - 16. Approve Per Diems and Expenses
 - 17. Adjourn Board of Commissioners Meeting
- 10:00 a.m.** **Call Drainage Authority Meeting to Order: Chair Dranttel**
- 1. Approval of Agenda
 - 2. Approval of Consent Agenda:
 - a. [November 8, 2022 Drainage Authority Minutes](#)
 - 3. Public Appearances
- 10:00 a.m.**
- 4. Public Services (PPSD)
 - a. [Final Public Hearing for Redeterminations for CD35A, CD65, CD71, and CD75](#)
- 10:30 a.m.**
- 5. Public Services (PPSD)
 - a. [Public Hearing for DOT Minor Alterations to CD75, CD62, and CD27](#)
- 10:50 a.m.**
- 6. Adjourn Drainage Authority Meeting

Notice of Scheduled Meetings

The following is a notice of scheduled meetings. Pursuant to Minnesota Statute 13D.04, this notice of meetings also serves as notice of regular and special meetings of the Nicollet County Board of Commissioners.

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

November 2022

November 22 – Budget Meeting, 11:00 – 12:00 p.m.; Nicollet County Board Room, St. Peter

November 30 – Nicollet County Township Association Meeting, 7 p.m.; American Legion, 715 Third St, Nicollet

December 2022

December 1 – Budget and Tax Levy Meeting, 6:30 p.m., Nicollet County Board Room, St. Peter

December 4-7– AMC Annual Conference; Doubletree Hotel, Minneapolis, MN

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- December 13 – Employee Appreciation Presentation, 8:15 am, followed by the Board of Commissioners Meeting, 9 a.m.; Nicollet County Board Room, St. Peter
- December 13 – Drainage Authority Meeting, following the adjournment of the BOC Meeting; Nicollet County Board Room, St. Peter
- December 19 – Board of Adjustment and Appeals/Planning & Zoning Advisory Commission Meeting, 7 p.m.; Nicollet County Board Room, St. Peter

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NOVEMBER 8, 2022
OFFICIAL PROCEEDINGS OF THE
BOARD OF COUNTY COMMISSIONERS

The Nicollet County Board of Commissioners met in regular session on Tuesday, November 8, 2022, at 9:00 a.m. Commissioners Marie Dranttel, Jack Kolars, Terry Morrow, John Luepke, and David Haack were present. Also present were County Administrator Mandy Landkamer, Assistant County Attorney Roxann Klein 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 Haack and seconded by Commissioner Luepke to approve the consent agenda items as follows:

1. October 25, 2022 Board Meeting Minutes;
2. End of Probations for:
 - Thomas Goblirsch, Highway Accountant, effective November 8, 2022;
 - Kristen Friedrichs, SHIP Coordinator, effective November 22, 2022;
 - Crystal Madden, Administrative Support Specialist, effective November 29, 2022;
3. Acknowledgement of the Auditor's Warrants and approval of the Commissioner Warrants as presented for the following amounts:
 - a. General Revenue Fund - \$142,778.94;
 - b. Road & Bridge Fund - \$66,737.32;
 - c. Human Services Fund - \$181,567.30;

Motion carried with all voting in favor.

Public Appearances:

There were no public appearances.

Administration

Broadband Expansion Agreement

County Administrator Landkamer came before the Board to present the Broadband Expansion Agreement between Nicollet County and Nuvera. The agreement will expand broadband services within unserved and underserved areas of Nicollet County.

Motion by Commissioner Morrow and seconded by Commissioner Dranttel to approve the Broadband Expansion Agreement. Motion carried 4-0, with Commissioner Luepke abstaining.

Health and Human Services

Acceptance of DHS Grant: Adult Protective Services

Director Sassenberg came before the Board to request the approval of funds from DHS. The funds will be used to provide short-term emergency services for vulnerable adults who have been abused, neglected, or exploited.

Motion by Commissioner Kolars and seconded by Commissioner Luepke to approve the contract between DHS and Nicollet County. Motion carried with all voting in favor.

Chair's Report

- Extension Meeting

Commissioner Committee Reports

The Commissioners reported on various meetings and activities, including:

Commissioner David Haack

- NA

Commissioner John Luepke

- AMC District Meeting - Fairmont
- Local Landowner Meeting
- Extension Meeting

Commissioner Terry Morrow

- Local Landowner Meeting
- Nicollet Brown Co Executive Board

Commissioner Jack Kolars

- AMC District Meeting – Fairmont
- ATP Committee
- MAPO
- County Board Meeting
- Personnel Committee

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 Morrow and seconded by Commissioner Kolars to adjourn the meeting. Motion carried with all voting in favor. The meeting adjourned at 9:19 a.m.

MARIE DRANTTEL, CHAIR
BOARD OF COMMISSIONERS

ATTEST:

MANDY LANDKAMER, CLERK TO THE BOARD

Nicollet County Board of Commissioners
Board Meeting Agenda Item



Agenda Item:			
Farm Lease Renewals			
Primary Originating Division/Dept.: Contact: Heather McCormick Title: Finance Director Amount of Time Requested minutes Presenter: Title:	Meeting Date: 11/22/22 Item Type: (Select One) Consent Agenda Attachments: ☒ Yes ☐ No		
County Strategy: (Select One) Facilities and Space - preserve, maintain and build our assets			
BACKGROUND/JUSTIFICATION: This is to request the renewal of annual leases on County owned property. There are no changes from last year. Lease for property located in Brighton Township, aka "Poor Farm" to Melvin Hopp. Upon recommendation, this lease will be for 8.93 acres at \$150.00 per acre for a total of \$1339.50. Lease for property located in Courtland Township to Kenneth Drill. Upon recommendation, this lease will be for 37.06 acres at \$122.00 per acre for a total of \$4521.32.			
Supporting Documents: ☒ Attached ☐ In Signature Folder ☐ None			
Prior Board Action Taken on this Agenda Item: ☒ Yes ☐ No If "yes", when? (provide year; mm/dd/yy if known) 12/14/2021			
Approved by County Attorney's Office: ☐ Yes ☐ No ☒ N/A			
ACTION REQUESTED:			
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> FISCAL IMPACT: Included in current budget (Select One) If "Other", specify </td> <td style="width: 50%; vertical-align: top;"> FUNDING County Dollars = (\$5,860.82) Other (Select One) Total </td> </tr> </table>		FISCAL IMPACT: Included in current budget (Select One) If "Other", specify	FUNDING County Dollars = (\$5,860.82) Other (Select One) Total
FISCAL IMPACT: Included in current budget (Select One) If "Other", specify	FUNDING County Dollars = (\$5,860.82) Other (Select One) Total		
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:			

the second part does hereby hire and take from the said party of the first part, the following described premises situated in the County of Nicollet, and State of Minnesota, viz:

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

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

To Have an to Hold, The above rented premises unto the said second party, heirs and assigns, subject to the conditions and limitations hereinafter mentioned for and during the full term of one year from and after the 31st day of December, 2022. The term of the Lease ending the 31st day of December, 2023.

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

2022 crop \$ 1,339.50 on or before 12/31/2022

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

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

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

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

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

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

Melvin Hopp, Tenant

County of Nicollet, Landord

By:

STATE OF MINNESOTA
COUNTY OF NICOLLET

} ss

On this _____ day of _____, 2022, before me,
Heather McCormick, Nicollet County Finance Director within and for said County
And State, personally appeared to me _____ known to be the
person described in and who executed the foregoing instrument, and acknowledged that he/she
executed the same as free act and deed.

Heather McCormick
Nicollet County Finance Director

the second part does hereby hire and take from the said party of the first part, the following described premises situated in the County of Nicollet, and State of Minnesota, viz:

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

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

To Have an to Hold, The above rented premises unto the said second party, heirs and assigns, subject to the conditions and limitations hereinafter mentioned for and during the full term of one year from and after the 31st day of December 2022. The term of the Lease ending the 31st day of December, 2023.

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

2022 crop \$ 4,521.32 on or before 12/31/2022

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

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

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

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

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

Kenneth Drill, Tenant

County of Nicollet, Landord

By:

STATE OF MINNESOTA
COUNTY OF NICOLLET

} ss

On this _____ day of _____, 2022, before me,
Heather McCormick, Nicollet County Finance Director within and for said County
And State, personally appeared to me _____ known to be the
person described in and who executed the foregoing instrument, and acknowledged that he/she
executed the same as free act and deed.

Heather McCormick
Nicollet County Finance Director

DISCLAIMER

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

MELVIN HOPP IS HEREBY AUTHORIZED TO REMOVE ONLY DOWN DEAD TREES UNTIL APRIL 1, 2023.

Dated this the _____ day of _____, 2022.

SIGNATURE _____

Heather McCormick, Nicollet County Finance Director

PC: Nicollet County Highway Department

Nicollet County Board of Commissioners

Board Meeting Agenda Item



Agenda Item: Carver County Juvenile Detention Contract with Blue Earth County		
Primary Originating Division/Dept.: Community Corrections Contact: Rich Molitor Title: Director Amount of Time Requested: minutes Presenter: Rich Molitor Title: Director	Meeting Date: 11/22/2022 Item Type: Consent Agenda (Select One)	
Attachments: ☒ Yes ☐ No		
County Strategy: (Select One) Programs and Services - deliver value-added quality services		
BACKGROUND/JUSTIFICATION: Contract with Blue Earth County Community Corrections for a juvenile placement bed at Carver County Juvenile Detention Center.		
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: Sign Contact		
FISCAL IMPACT: Other (Select One) If "Other", specify:	FUNDING County Dollars = State (Select One)	
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease," specify: Related Financial/FTE Comments:	Total:	

COUNTIES OF BLUE EARTH AND NICOLLET JUVENILE PLACEMENT SERVICES AGREEMENT

THIS AGREEMENT, is entered into by and between Blue Earth County, 401 Carver Road, Mankato, Minnesota, and Nicollet County, 501 South Minnesota Avenue, St. Peter, Minnesota, by and through their respective Community Corrections Departments, hereinafter referred to collectively as "Counties," and Carver County by and through its Juvenile Detention Center, 606 4th Street East, Chaska, Minnesota, hereinafter referred to as "JDC."

RECITALS

- A. Pursuant to Minn. Stat. Sec. 373.01, subd. 1(a)(5), each County is a body politic and corporate and may make all contracts and do all other acts in relation to the property and concerns of the County necessary to the exercise of its corporate powers.
- B. Carver County is a municipal corporation that operates a juvenile detention center, the JDC, that provides secure detention services for juvenile offenders.
- C. The Counties seek to enter into an agreement for the provision of secure detention facilities for juvenile offenders through a monthly contract.
- D. The parties seek to enter into an agreement for the placement of juveniles ages 10-18 in accordance with Minnesota Statute §260B.181, subd. 4.
- E. The parties seek to enter into this Agreement collectively, but each County shall retain decision-making authority for the juveniles it places under this Agreement and the County with placement authority who placed the juvenile at the JDC shall be referred to as "Placing County".

NOW, THEREFORE, in consideration of the mutual undertakings and agreements contained within this Agreement, the Counties and JDC hereby agree as follows:

1. Compensation and Terms of Payment

a. Compensation

- 1) Reserved bed: JDC shall be compensated at a rate of one hundred twenty dollars and no cents (\$120.00) per day for one reserved bed. The Counties shall share in the cost of the reserved bed as provided for in the attached addendum.
- 2) Additional beds: JDC shall be compensated at a rate of one hundred twenty dollars and no cents (\$120.00) per day per bed on an as-needed, as available basis. The Placing County shall be responsible for the cost of additional beds.
- 3) Total compensation under this agreement shall not exceed fifty thousand dollars and no cents (\$50,000.00).

b. Terms of Payment

- 1) JDC shall submit yearly invoices to the authorized agent of the Counties for payment of work completed. Invoices shall include the number of bed days utilized for each month and the name of the juvenile served. The Directors of the Counties' Community Corrections shall have the authority to review the invoices, and no payment shall be made without the approval of the Directors.

Payments shall be made within thirty (30) days after receipt of invoice for services performed and acceptance of such services by the authorized agent of the Counties.

- 2) If the invoice is incorrect, defective, or otherwise improper, the Counties will notify JDC within ten (10) days of receiving the incorrect invoice. Upon receiving the corrected invoice from JDC, the Counties will make payment within thirty (30) days.
- 3) In the event the Agreement is terminated before the expiration of the contract, Counties shall pay JDC for services provided in a satisfactory manner as of the date of termination notice by the party seeking to terminate this Agreement.

2. Condition of Payment

All services provided by JDC pursuant to this Agreement shall be performed to the satisfaction of the Counties, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. Payment shall be withheld for work found by the Counties to be unsatisfactory, or performed in violation of federal, state and local laws, ordinances, rules or regulations.

3. Scope of Services

a. JDC responsibilities:

- 1) JDC shall guarantee the use of at least one (1) bed at all times by the Counties for secure detention of Juveniles. Counties shall be guaranteed three hundred sixty-five (365) bed days per year to be used during the remaining months of 2022 and the 2023 calendar year.
- 2) Medical and Testing: JDC shall provide for medical treatment and testing of placed juveniles as follows:
 - a) Non-emergency Treatment:

In the event a juvenile placed under this Agreement is in need of non-emergency medical treatment, the JDC shall attempt to arrange for care by using the juvenile's private insurance for such treatment. In the event that insurance is not available, JDC shall contact the Placing County.

- b) Emergency Treatment:

In the event a juvenile placed under this Agreement requires emergency medical treatment, JDC shall seek appropriate medical treatment for said Juvenile.

- i. If the treatment does not require hospitalization, JDC shall notify the Placing County the next business day.
 - ii. If the treatment requires hospitalization, JDC shall notify the Placing County as soon as reasonable. JDC shall be responsible for guard services for a reasonable time until the Placing County is able to assume the duties. If the Placing County agrees that the JDC will provide guard services for a period exceeding eight (8) hours, an additional charge to be agreed upon between the JDC and the Placing County. The payment for the guard services shall be included in the next month's invoice.
- c) JDC shall forward any bills for medical services from third parties to the Placing County immediately upon receipt.

3) Admissions

- a) JDC shall admit juveniles transported to the JDC by Blue Earth or Nicollet County agents or law enforcement officials who have a court order, warrant, or arrest hold provided that the juvenile meets the established criteria for secure detention as defined by statute.
- b) JDC may refuse admission of a juvenile under this Agreement if the juvenile cannot be physically maintained at the facility because all contract beds are utilized and no other beds are available, or because, in the reasonable belief of the JDC, the admission would threaten the physical safety of the juvenile, JDC staff, or other juvenile detainees. It is understood that some youth may not be able to be maintained due to behavior or mental health conditions. Any potential refusals will be staffed between JDC and the Placing County prior to a placement determination.
- c) JDC agrees to admit juveniles who have consumed alcohol and register up to .05 BAC on a portable breath test (PBT). Juveniles above .05 BAC on a portable breath test (PBT) will be referred to detox or other designated facility.
- d) JDC agrees to admit juveniles who have been charged with non-domestic fifth degree assault charges as long as the offense is not certified as a petty offense.
- e) JDC agrees to admit juveniles without prescribed medications provided that referring agents provide JDC documentation of attempts to obtain medication.

4) Reporting Requirements:

JDC shall have available all detention reports required under Minnesota law and provide said reports to the Placing County upon request. The parties

shall comply with Minn. R. Juv. P. 5 and with any other terms mutually agreed upon regarding reports. Along with the JDC invoice, the JDC each month will provide the Counties a cumulative total on the number of bed days used by each County for the year.

5) Interpreter Services

JDC shall use the Placing County's interpreter services whenever possible. If JDC chooses to use their own interpreter services, it shall be at no cost to the Placing County.

b. Blue Earth and Nicollet County responsibilities:

- 1) When transporting a juvenile to or from the JDC, the placing agent shall call the facility at least thirty (30) minutes prior to the estimated time of arrival.
- 2) Within a reasonable time after a hearing on the continued detention of a Juvenile detained at JDC, the Placing County shall notify JDC whether the juvenile will return to JDC for further detention.

3) Probable Cause/Other Juvenile Court Statutory Requirements

The Placing County shall be responsible for meeting the requirement to file a finding of probable cause for detention of juveniles detained under this Agreement, where said juvenile will be detained at the facility for longer than forty-eight (48) hours.

- 4) The Placing County shall be responsible to provide hospital guard services as provided for in 3(a)(2)(b)(ii) above.
- 5) The Placing County shall be responsible for medical bills relative to the Placing County's placements. JDC shall have no responsibility for any payment or billing.
- 6) In the event that the contracted bed provided for in the Agreement is being utilized by one County and no other bed is available, the Counties shall consult to determine options related to use of the contracted bed. Consideration shall be given to nature of placement, future Court dates, and other placement options available.

4. Effective Date of Agreement

This Agreement shall be effective January 1, 2023.

5. Term of Agreement

This Agreement shall remain in effect until December 31, 2023, unless it is terminated early as provided herein.

6. Authorized Agents

The Parties shall appoint an authorized agent for the purpose of administration of this agreement. JDC is notified of the authorized agents of Blue Earth and Nicollet

County as follows:

Authorized agent for Invoices, Placements and Program Services:

John Marsolek, Community Corrections Director, or his successor
Blue Earth County Community Corrections
401 Carver Road, PO Box 3245
Mankato, MN 56001
507.304.4716

Rich Molitor, Community Corrections Director, or his successor
Nicollet County Community Corrections
501 S. Minnesota Avenue
St. Peter, MN 56082
507.934.7882

The County is notified the authorized agent for JDC is as follows:

Reed Ashpole, or his successor
Commander
Carver County Juvenile Center
606 E 4th Street
Chaska, MN 55318
952.361.1202
rashpole@co.carver.mn.us

7. County and State Audit

Pursuant to Minn. Stat. Sec. 16C.05, subd. 5, the books, records, documents, and accounting procedures and practices of JDC relative to this Agreement shall be subject to examination by the Counties and the State Auditor. Complete and accurate records of the work performed pursuant to this Agreement shall be kept by JDC for a minimum of six (6) years following termination of this Agreement for such auditing purposes. The retention period shall be automatically extended during the course of any administrative or judicial action involving the Counties regarding matters to which the records are relevant. The retention period shall be automatically extended until the administrative or judicial action is finally completed or until the authorized agent of the Counties notifies JDC in writing that the records need no longer be kept.

8. Indemnity

Each party shall be liable for their own acts to the extent provided by law and hereby agree to indemnify, hold harmless, and defend the others, their officers, and employees against any and all liability, loss, costs, damages, expenses, claims, or actions, including attorney's fees which the others, their officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the other parties, their agents, servants or employees, in the execution or performance or failure to adequately perform their obligations pursuant to this Agreement.

It is understood and agreed that the Parties' liability shall be limited by the provisions of Minn. Stat. Chap. 466 and/or other applicable law.

9. Subcontracts

JDC shall not subcontract any portion of the work to be performed under this agreement nor assign this Agreement without the prior written approval of the authorized agent of the Counties. JDC shall ensure and require that any subcontractor agrees to and complies with all of the terms of this Agreement. Any subcontractor of JDC used to perform any portion of this Agreement shall report to and bill JDC directly. JDC shall be solely responsible for the breach, performance or nonperformance of any subcontractor.

10. Force Majeure

Counties and JDC agree that JDC shall not be liable for any delay or inability to perform this agreement, directly or indirectly caused by, or resulting from, strikes, labor troubles, accidents, fire, flood, breakdowns, war, riot, civil commotion, lack of material, delays of transportation, acts of God or other cause beyond reasonable control of JDC and the Counties.

11. Data Practices

JDC, its agents, employees and any subcontractors of JDC, in providing all services hereunder, agree to abide by the provisions of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as amended, and Minn. Rules promulgated pursuant to Ch. 13. JDC agrees to indemnify and hold the Counties, its officers, department heads and employees harmless from any claims resulting from the JDC unlawful disclosure, failure to disclose, or use of data protected under state and federal laws.

12. Termination

This Agreement may be terminated by either party, with or without cause, upon thirty (30) days written notice to the authorized agent of JDC or the authorized agents of the Counties.

13. Independent Contractor

It is agreed that nothing contained in this Agreement is intended or should be construed as creating the relationship of a partnership, joint venture, or association between the Counties and JDC. JDC is an independent contractor, and it, its employees, agents, subcontractors, and representatives shall not be considered employees, agents or representatives of the Counties. Except as otherwise provided herein, JDC shall maintain, in all respects, its present control over the means and personnel by which this Agreement is performed. From any amounts due JDC, there shall be no deduction for federal income tax, FICA payments, state income tax, or for any other purposes which are associated with an employer/employee relationship unless otherwise required by law. Payment of federal income tax, FICA payments, state income tax, unemployment compensation taxes, and other payroll deductions and taxes are the sole responsibility of JDC.

14. Notices

Any notices to be given under this Agreement shall be given by enclosing the same in a sealed envelope, postage prepaid, and depositing the same with the United States Postal Service, addressed to the authorized agent of JDC at its address stated herein, or to the authorized agents of the Counties at the address stated herein.

15. Controlling Law

The laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement, and the legal relations between the parties and performance under the Agreement. The appropriate venue and jurisdiction for any litigation hereunder will be those courts located within the County of Blue Earth, State of Minnesota, or the Placing County if the action arises out of the placement of a juvenile in the facility. Litigation, however, in the federal courts involving the parties will be in the appropriate federal court within the State of Minnesota.

16. Successors and Assigns

The Counties and JDC, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Counties nor JDC shall assign, sublet, or transfer any interest in this Agreement without the prior written consent of the other.

17. Equal Employment and Americans with Disabilities

In connection with the work under this Agreement, JDC agrees to comply with the applicable provisions of state and federal equal employment opportunity and nondiscrimination statutes and regulations. In addition, upon entering into this Agreement, JDC certifies that it has been made fully aware of Blue Earth and Nicollet County's Equal Employment Opportunity and Americans With Disabilities Act Policies, that it supports these policies and that it will conduct its own employment practices in accordance therewith. Failure on the part of JDC to conduct its own employment practices in accordance with County Policy may result in the withholding of all or part of regular payments by the Counties due under this Agreement unless or until Provider complies with the County policy, and/or suspension or termination of this agreement.

18. Debarment/Suspension

JDC certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any local, State, or Federal department or agency. Provider shall notify Counties immediately, in writing, of any change in debarment status.

19. Changes/Amendments

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement, or according to other written policies of the original parties.

20. Severability

In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties unless such invalidity or non-enforceability would cause the Agreement to fail its purpose. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

21. Entire Agreement

It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the Counties and JDC relating to the subject matter hereof.

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

Rich Molitor, Nicollet County
Community Corrections Director

Date

Nicollet County Boar Chair

Date

Nicollet County Board Clerk

Date

John Marsolek, Blue Earth County
Community Corrections Director

Date

Blue Earth County Board Chair

Date

Blue Earth County Administrator

Date

Carver County Board Chair

Date

Nicollet County Board of Commissioners
Board Meeting Agenda Item



Agenda Item: 2022 SSTS Upgrade amendment.								
Primary Originating Division/Dept.: PPSPD - Property Services Contact: Ben Rosburg Title: Environmental Spec. Amount of Time Requested minutes Presenter: Title:	Meeting Date: Item Type: Consent Agenda (Select One) Attachments: ☒ Yes ☐ No							
County Strategy: (Select One) Programs and Services - deliver value-added quality services								
BACKGROUND/JUSTIFICATION: Signature requested on FY 2021 SSTS low income fix-up grant amendment. Grant extended to December 31, 2023 to allow additional time to use remaining \$20,000 for septic improvements.								
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: Signature of FY 2021 SSTS Program Grant Amendment								
FISCAL IMPACT: Included in current budget (Select One) If "Other", specify	FUNDING County Dollars = <table style="width: 100%;"> <tr> <td style="width: 50%;">Grant</td> <td style="width: 50%; text-align: right;">20,000</td> </tr> <tr> <td>(Select One)</td> <td></td> </tr> <tr> <td>Total</td> <td style="text-align: right;">20,000</td> </tr> </table>		Grant	20,000	(Select One)		Total	20,000
Grant	20,000							
(Select One)								
Total	20,000							
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:								

**FY 2021 STATE OF MINNESOTA
BOARD OF WATER and SOIL RESOURCES
2021 SSTS Program - Nicollet County
GRANT AMENDMENT**

Grant Agreement Start Date:	10/19/2020
Original Grant Agreement Expiration Date:	12/31/2022
Original Agreement Amount:	\$43,600.00

This amendment is by and between the State of Minnesota, through its Board of Water and Soil Resources ("Board") and Nicollet County, 501 South Minnesota Avenue, St. Peter, MN 56082 ("Grantee").

Recitals

1. The Board has a Grant Agreement with the Grantee identified as the 2021 SSTS Program - Nicollet County, PO # 3000012645, for the following grants:

Grant ID	Grant Title	Previous Expiration Date	Amended Expiration Date	Previous Award Amount	Amended Award Amount
P21-3066	2021 - Septic Treatment Systems - NRBG (Nicollet County)	12/31/2022		\$18,600.00	
P21-3128	2021 - Septic Treatment Systems Upgrade - NRBG (Nicollet County)	12/31/2022	12/31/2023	\$25,000.00	

2. Nicollet County requests an extension for 2021 - Septic Treatment Systems Upgrade - NRBG (Nicollet County) to 12/31/2023 for the purpose of allowing more time to implement the grant. The pandemic caused additional delays which prevented the county from installing systems during the current grant period.
3. Grant reporting must be completed by January 31, 2024 or within 30 days of work completion, whichever comes first.
4. The Board and County are willing to amend the Original Contract as stated below.

Contract Amendment

REVISION 1. 1. Term of Grant Agreement

1.2 EXPIRATION DATE: is amended as follows:

~~December 31, 2022~~ December 31, 2023, or until all obligations have been satisfactorily fulfilled, whichever comes first.

REVISION 2. 2. Grantee's Duties

2.1.3 IMPLEMENTATION: is amended as follows:

The Grantee will submit a final progress report to the Board by ~~February 1, 2023~~ February 1, 2024. Information provided must conform to the requirements and formats set by the Board.

Except as amended herein, the terms and conditions of the Original Grant Agreement remain in full force and effect.

APPROVED:

Nicollet County

By: _____

Title: _____

Date: _____

Board of Water and Soil Resources

By: _____

Title: _____

Date: _____

Nicollet County Board of Commissioners

Board Meeting Agenda Item



Agenda Item:

Motion for December 2022 and January 2023 bill approval

Primary Originating Division/Dept.: Finance

Contact: Heather McCormick

Title: Finance Director

Amount of Time Requested: 5 minutes

Presenter: Heather McCormick

Title: Finance Director

Meeting Date: 11/22/2022

Item Type: Regular Agenda
(Select One)

Attachments: ☒ Yes ☐ No

County Strategy:
(Select One)

Financial Security - prudent use of taxpayer resources

BACKGROUND/JUSTIFICATION:

Regular scheduled board meetings occur on the second and fourth Tuesday of every month, except in the month of December and sometimes January. In order to maintain efficient accounting procedures and to provide timely payment to vendors, employees, and providers, warrant distribution needs to occur on a regular schedule. The Finance Department is requesting authorization to issue the following Commissioner Warrants with Board approval at the Board scheduled meetings in December 2022 and January 2023 dates noted below.

Payment Date

Board Approval Date

12/27/22

01/03/23

12/30/22

01/03/23

01/10/23

01/24/23

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 =

State

(Select One)

FTE IMPACT: No FTE change
(Select One)

Total:

If "Increase or "Decrease," specify:

Related Financial/FTE Comments:

Nicollet County Board of Commissioners
Board Meeting Agenda Item



Agenda Item: Chief Deputy Appointment	
Primary Originating Division/Dept.: Sheriff's Office Contact: Dave Lange Title: Sheriff Amount of Time Requested: 5 minutes Presenter: Dave Lange Title: Sheriff	Meeting Date: 11/22/2022 Item Type: Regular Agenda (Select One) Attachments: ☐ Yes ☒ No
County Strategy: Programs and Services - deliver value-added quality services (Select One)	
BACKGROUND/JUSTIFICATION: Former Chief Deputy Karl Jensen retired in September of 2022 and his position was left vacant until after the election. It is the desire now to fill this position since the election has passed and Sheriff Dave Lange is appointing Investigator Aaron Petersen to become Chief Deputy. Investigator Aaron Petersen is also requesting a leave of Absence from his Investigator position for the next four years to serve as Chief Deputy.	
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) 1-8-2019	
Approved by County Attorney's Office: ☐ Yes ☐ No ☒ N/A	
ACTION REQUESTED: Board approval and signatures	
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 = Other (Select One) Total:

Nicollet County Board of Commissioners

Board Meeting Agenda Item



Agenda Item: Minnesota Regional LiDAR Acquisition Project		
Primary Originating Division/Dept.: PPSP - Property Services		Meeting Date: 11/22/2022
Contact: Loria Rebuffoni	Title: Property Services Supervisor	Item Type: Regular Agenda (Select One)
Amount of Time Requested: 5 minutes		
Presenter: Loria Rebuffoni	Title: Supervisor	Attachments: ☒ Yes ☐ No
County Strategy: (Select One) Programs and Services - deliver value-added quality services		
BACKGROUND/JUSTIFICATION: Staff is requesting the Board to consider partnering with other Counties from the Minnesota River East Acquisition area to obtain high quality LiDAR (3D mapping). The current LiDAR data is over 10 years old. The new data will benefit landowners in viewing aerial information regarding their properties; it would benefit the County in viewing bluff changes, as well as Staff with Zoning permits and updated GIS data to review Shoreland and Floodplain risks. The project was initially proposed to be paid for by 30% State and Federal agency funds, 30% County partners, and 40% US Geological Survey funds. This proposal did not get support from the counties. Instead, agencies are willing to submit grants with partners at a lower level. Counties falling into the Minnesota River East Acquisition area have come forward offering \$15,000 as a County match. Staff is recommending that the Board support this project and commit the necessary funds. The data that is collected with this project will also benefit other various departments including Public Works, Assessor's Office for tax assessments, and drainage viewing. Staff proposes this \$15,000 County match to be funded through the Buffer allocation.		
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: Consider authorizing the attached agreement with a funding commitment of \$15,000 using Riparian Protection Aid funds.		
FISCAL IMPACT: No fiscal impact (Select One)		
FUNDING ☒ County Dollars = \$15,000 State (Select One)		
FTE IMPACT: No FTE change (Select One)		
Total: \$15,000		
If "Increase or "Decrease," specify: Related Financial/FTE Comments:		

**US Geological Survey
Broad Agency Announcement for 3D Elevation Program (3DEP)
DOIGFBO230001/G23AS00052**

**Attachment D
Validation of Proposed Funding Partners
Required for Proposal Submission**

Applicant Information	First Name: Alison	Last Name: Slaats
	Organization: MNIT Services - MnGeo (Minnesota Geospatial Information Office)	
	Project Title: Minnesota 3DGeo Lidar Acquisition Block - Minnesota River East	

Proposed Funding Partner Information	First Name: Marie	Last Name: Dranttel
	Organization: Nicollet County	
Financial Assistance Awards	This form acknowledges that our organization is a full and willing partner in the project referenced above. If accepted for award, our organization has proposed a good faith contribution of \$ _____ towards the acquisition costs of this project.	
Geospatial Products and Services (GPSC)	This form acknowledges that our organization is a full and willing partner in the project referenced above. If accepted for award, our organization has proposed a good faith contribution of \$ <u>15,000.00</u> towards the total cost of this project. The applicant recognizes that \$ <u>\$14,150.94</u> will be applied to the acquisition costs and 6% \$ <u>\$ 849.06</u> will be applied to cover the cost of DOI and USGS assessments.	
As stated in the proposal this contribution is:	☐ Guaranteed ☒ Pending, with a final funding decision expected on <u>11/22/2022</u> (Use: MMM YYYY)	

Signature of Funding Partner _____

Date _____

Complete
Only ONE
Statement
based on
Award
Mechanism

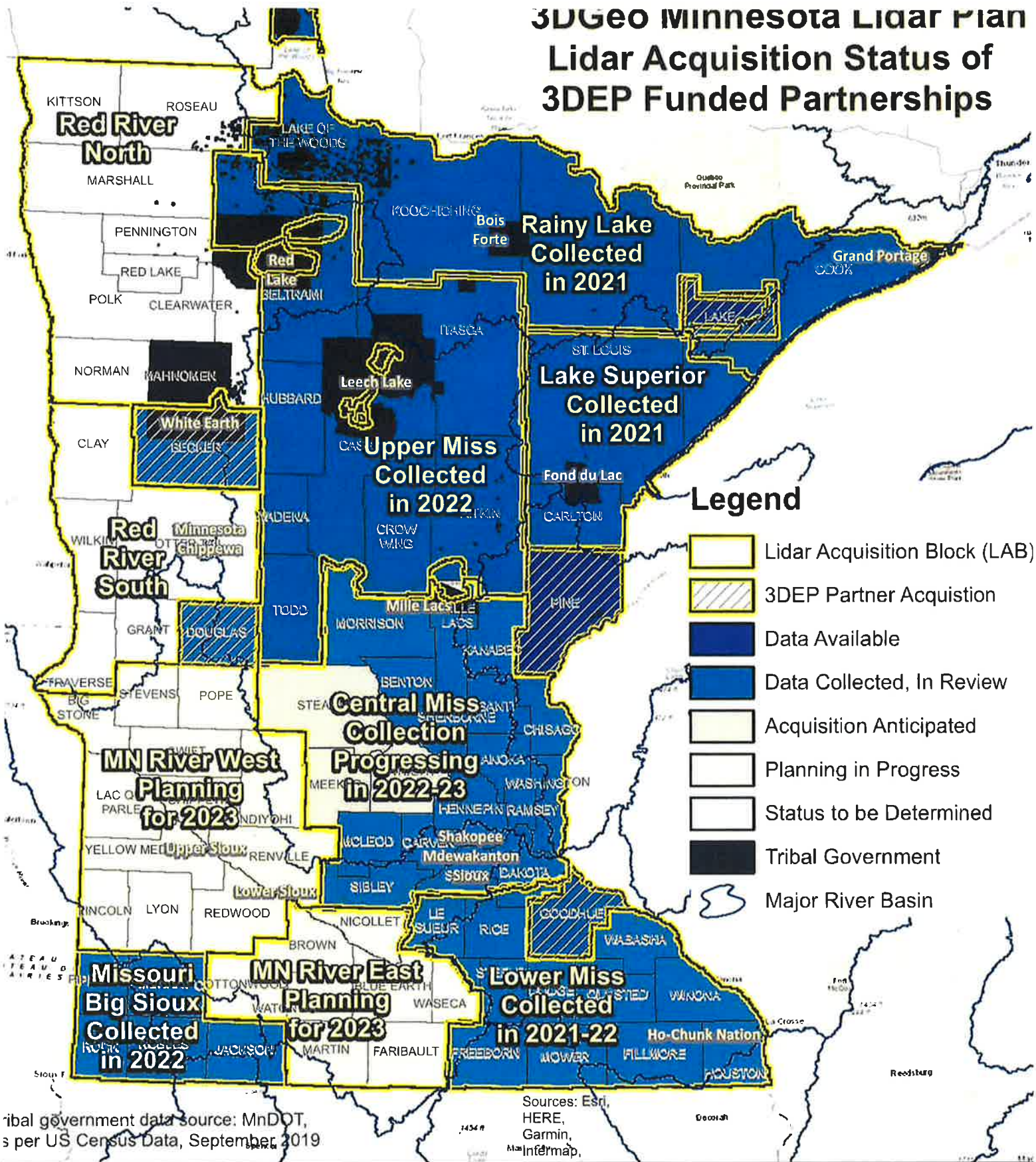
Hit TAB 1
completing
input

Minnesota Regional LiDAR Acquisition Project



3DGeo Minnesota Lidar Plan

Lidar Acquisition Status of 3DEP Funded Partnerships



tribal government data source: MnDOT, as per US Census Data, September 2019

Some anticipated 2022 collections will be completed in spring 2023. Remaining areas need 3DEP partners.



Map Date: July 12, 2022

Nicollet County Board of Commissioners

Board Meeting Agenda Item



Agenda Item:

Consider Final Payment For Project SP 052-614-010

Primary Originating Division/Dept.: Public Works-Highway

Meeting Date: 11/22/2022

Contact: Seth Greenwood, P.E. Title: PWD/County Engineer

Item Type: Regular Agenda
(Select One)

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:

Project SP 052-614-010 involved the repair and reconstruction of a portion of CSAH 14 (just north of the Mn River) that was damaged during severe flooding rains and was funded by FHWA ER, DACA, and State Aid Disaster funds. Mathiowetz Construction was the prime contractor.

Final Payment Amount \$39,598.74

Total Final Contract Value \$3,149,163.13

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:

Accept project as complete and approve final payment amount of \$39,598.74 to Mathiowetz Construction Co. for project SP 052-614-010.

FISCAL IMPACT: Other
(Select One)

If "Other", specify:

FUNDING

County Dollars =

Federal \$39,598.74

(Select One)

FTE IMPACT: No FTE change
(Select One)

Total: \$39,598.74

If "Increase or "Decrease," specify:

Related Financial/FTE Comments: Funding is a mix of FHWA ER, DACA, and State Aid Disaster funds.

Nicollet County Board of Commissioners

Board Meeting Agenda Item



Agenda Item: County, City, Tribal, and State Health and Human Services Worker Day Proclamation		
Primary Originating Division/Dept.: Health and Human Services Contact: C. Sassenberg Title: HHS Director Amount of Time Requested: 5 minutes Presenter: C. Sassenberg Title: HHS Director		Meeting Date: 11/22/2022 Item Type: (Select One) Regular Agenda Attachments: ☒ Yes ☐ No
County Strategy: (Select One) Programs and Services - deliver value-added quality services		
BACKGROUND/JUSTIFICATION: Each year, the Governor has proclaimed the second Wednesday of December to be County, City, Tribal, and State Health and Human Services Worker Day. This is done to value the dedication of these workers in improving health, protecting the vulnerable, and providing outstanding services to the people of Minnesota. This year, that date falls on December 14, 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) 12/2021		
Approved by County Attorney's Office: ☐ Yes ☐ No ☒ N/A		
ACTION REQUESTED: Proclamation of Wednesday, December 14, 2022 as County, City, Tribal and State Health and Human Services Worker Day.		
FISCAL IMPACT: No fiscal impact (Select One) If "Other", specify:		FUNDING County Dollars = State (Select One)
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease," specify: Related Financial/FTE Comments:		Total:



HHS WORKER DAY PROCLAMATION



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

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

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

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

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

NOW, THEREFORE BE IT RESOLVED that the Nicollet County Board of Commissioners proclaim Wednesday, December 14, 2022, as

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

Dated: November 22, 2022

Marie Dranttel, Chair
Nicollet County Board of Commissioners

ATTEST:

Mandy Landkamer
County Administrator/Clerk to the Board

Nicollet County Board of Commissioners

Board Meeting Agenda Item



Agenda Item: 2023 Child Welfare and Juvenile Justice Screening Grant Award	
Primary Originating Division/Dept.: Health and Human Services Contact: C. Sassenberg Title: HHS Director Amount of Time Requested: 5 minutes Presenter: C. Sassenberg Title: HHS Director	Meeting Date: 11/22/2022 Item Type: Regular Agenda (Select One) Attachments: ☒ Yes ☐ No
County Strategy: Financial Security - prudent use of taxpayer resources (Select One)	
BACKGROUND/JUSTIFICATION: On an annual basis, the Department of Human Services provides grant dollars for the provision of mental health screenings, assessments, and referrals for diagnostic assessment and/or treatment for children within the child welfare and juvenile justice populations. Our grant award for calendar year 2023 is \$32,200 which reflects an increase of approximately \$13,000. These funds are anticipated to be used for child welfare services, specifically including mental health screenings and referrals as well as community education and prevention.	
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) Annually; most recently 12/14/21	
Approved by County Attorney's Office: ☐ Yes ☐ No ☒ N/A	
ACTION REQUESTED: Acceptance of the Child Welfare Screening Grant funds and permission for delegation of authority to sign the Child Welfare Screening Grant Contract electronically via DocuSign.	
FISCAL IMPACT: Included in current budget (Select One) If "Other", specify:	FUNDING County Dollars = State \$32,200.00 (Select One) Total:
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease," specify: \$13,000 increase in funding received by DHS Related Financial/FTE Comments:	

Minnesota Department of Human Services County Grant Contract

This Grant Contract, and all amendments and supplements to the contract ("CONTRACT"), is between the State of Minnesota, acting through its Department of Human Services, Behavioral Health Division ("STATE") and Nicollet County, an independent grantee, not an employee of the State of Minnesota, located at 622 South Front Street, St. Peter, MN 56082-2106 ("COUNTY").

RECITALS

STATE, pursuant to Minnesota Statutes, section 256.01, subdivision 2(a)(6), has authority to enter into contracts for the following services: mental health screenings, assessments, and referrals for diagnostic assessment and/or treatment for children within the child welfare and juvenile justice populations (prioritizing funds for uninsured and underinsured children).

STATE, in accordance with Minnesota Statutes, section 13.46, is permitted to share information with COUNTY.

COUNTY represents that it is duly qualified and willing to perform the services set forth in this CONTRACT to the satisfaction of STATE.

THEREFORE, the parties agree as follows:

CONTRACT

1. CONTRACT TERM AND SURVIVAL OF TERMS.

1.1. Effective date: This CONTRACT is effective on **January 1, 2023**, or the date that STATE obtains all required signatures under Minnesota Statutes, section 16B.98, subdivision 5, whichever is later.

1.2. Expiration date. This CONTRACT is valid through **December 31, 2023**, or until all obligations set forth in this CONTRACT have been satisfactorily fulfilled, whichever occurs first.

1.3. No performance before notification by STATE. COUNTY may not begin work under this CONTRACT, nor will any payments or reimbursements be made, until all required signatures have been obtained per Minn. Stat. § 16B.98, subd. 7, and COUNTY is notified to begin work by STATE's Authorized Representative.

1.4. Survival of terms. COUNTY shall have a continuing obligation after the expiration of CONTRACT to comply with the following provisions of CONTRACT: Liability; Information Privacy and Security; Intellectual Property Rights; State audit; and Jurisdiction and Venue.

1.5. Time is of the essence. COUNTY will perform its duties within the time limits established in CONTRACT unless it receives written approval from STATE. In performance of CONTRACT, time is of the essence.

2. COUNTY'S DUTIES.

2.1 Duties. COUNTY shall perform duties as follows:

1. Provide mental health screenings to eligible children/youth in the child welfare and juvenile justice systems as described in Minnesota Statutes, § 245.4874, subd.i 1(12); § 260B.157, subd. 1; § 260B.176, subd. 2(e); and § 260B.235, subd. 6.
2. Utilize mental health screening instruments which have been approved for use with the child welfare and juvenile justice populations by the Commissioner of Human Services.
3. Utilize eligible screeners (child welfare and juvenile justice professionals and/or mental health practitioners) and ensure all screeners are trained and demonstrate competency on the use of the DHS approved screening instruments.
4. For those children/youth who are subsequently identified through screening as at-risk of needing or who need mental health services, COUNTY must inform the child/youth and parents or primary caregivers of the implications of a positive screen, and assist families with making a referral to a mental health professional for any necessary follow up mental health assessment or treatment.
5. For those children/youth who are subsequently identified through a positive screening as at-risk of needing or who need mental health services, COUNTY may choose to utilize grant funds for short term clinical, ancillary or supportive services such as diagnostic assessment, psychotherapy, skills and support groups, and other necessary mental health services not reimbursable by MHCP or other insurance.
6. For child welfare data, enter calendar year 2022 data into SSIS by March 15, 2023. For juvenile justice data, send data in the approved format and deadline indicated by the designated Department of Corrections contact.

2.2 Accessibility. Any information systems, tools, content, and work products produced under this CONTRACT, including but not limited to software applications, web sites, video, learning modules, webinars, presentations, etc., whether commercial, off-the-shelf (COTS) or custom, purchased or developed, must comply with the [Minnesota IT \(MN.IT\) Accessibility Standards](#), as updated on June 14, 2018. This standard requires, in part, compliance with the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D.

Information technology deliverables and services offered must comply with the MN.IT Services Accessibility Standards and any documents, reports, communications, etc. contained in an electronic format that COUNTY delivers to or disseminates for the STATE must be accessible. (The relevant requirements are contained under the "Standards" tab at the link above.) Information technology deliverables or services that do not meet the required number of standards or the specific standards required may be rejected and STATE may withhold payment pursuant to clause 3.2(a) of CONTRACT.

3. CONSIDERATION AND TERMS OF PAYMENT.

3.1 Consideration. STATE will pay for all services satisfactorily provided by COUNTY under this CONTRACT.

a. Compensation.

1. COUNTY will be paid in accordance with **Attachment 1**, Budget, which is attached and incorporated into this CONTRACT.
2. Budget Modification.
 - a. STATE contemplates that the necessary use of services within the CMH Screening program cannot be forecasted precisely, and that actual expenditures may deviate from budgeted amounts for each BRASS code. Therefore, COUNTY is authorized to utilize funds for any of the BRASS code services identified in Attachment 1, Budget. An amendment will not be required for shifting funds between line items, as long as COUNTY first obtains written approval from STATE before changing any part of the budget, and total expenditures do not exceed the total obligation identified in Section 3.1(c). COUNTY will report all expenditures using the SEAGR/2895/BRASS-Base Grant Fiscal Report.

b. Travel and subsistence expenses. Reimbursement for travel and subsistence expenses actually and necessarily incurred as a result of COUNTY's performance under this CONTRACT shall be no greater an amount than provided in the most current Commissioner's Plan (which is incorporated by reference), promulgated by the Commissioner of Minnesota Management and Budget as specified in the [Commissioner's Plan](#).¹ COUNTY shall not be reimbursed for travel and subsistence expenses incurred outside the geographical boundaries of Minnesota unless it has received prior written approval from STATE. Minnesota shall be considered the home state for determining whether travel is out of state.

c. Total obligation. The total obligation of STATE for all compensation and reimbursements to COUNTY shall not exceed **thirty-two thousand two hundred dollars (\$32,200)**. The breakdown of the total award amount is as follows: Child Welfare, thirty-one thousand five hundred eighty-one dollars (\$31,581) and Juvenile Justice, six hundred nineteen dollars (\$619).

d. Withholding. For compensation payable under this CONTRACT, which is subject to withholding under state or federal law, appropriate amounts will be deducted and withheld by STATE as required.

3.2. Terms of payment

- a. Invoices.** Payments shall be made by STATE promptly after COUNTY submits an invoice for services performed and the services have been determined acceptable by STATE's authorized agent pursuant to Clause 4.1. Invoices shall be submitted in a form prescribed by STATE, if applicable, and according to the following schedule:

¹ <https://mn.gov/mmb/employee-relations/labor-relations/labor/commissioners-plan.jsp>

REPORTING PERIOD**January 1, 2023 – March 31, 2023****April 1, 2023 – June 30, 2023****July 1, 2023 – September 30, 2023****October 1, 2023 – December 31, 2023****INVOICE DUE****April 30, 2023****July 30, 2023****October 30, 2023****January 30, 2023**

If STATE does not prescribe a form, COUNTY may submit invoices in a mutually agreed invoice format.

4. CONDITIONS OF PAYMENT.

4.1. Satisfaction of STATE. All services provided by COUNTY pursuant to this CONTRACT shall be performed to the satisfaction of STATE, as determined at the sole discretion of its authorized representative, and in accord with all applicable federal, state, and local laws, ordinances, rules and regulations. COUNTY shall not receive payment for work found by STATE to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation, or if COUNTY has failed to provide Grant Progress Reports pursuant to Clause 2.2, or if the Progress Reports are determined to be unsatisfactory.

4.2. Payments to subcontractors. (If applicable) As required by Minn. Stat. § 16A.1245, COUNTY must pay all subcontractors, within ten (10) calendar days of COUNTY's receipt of payment from STATE for undisputed services provided by the subcontractor(s) and must pay interest at the rate of 1-1/2 percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

4.3. Administrative costs and reimbursable expenses. Pursuant to Minn. Stat. § 16B.98, subd. 1, COUNTY agrees to minimize administrative costs as a condition of this grant. COUNTY shall ensure that costs claimed for reimbursement shall be actual costs, to be determined in accordance with 2 C.F.R. § 200.0 et seq., COUNTY shall not invoice STATE for services that are reimbursable via a public or private health insurance plan. If COUNTY receives funds from a source other than STATE in exchange for services, then COUNTY may not receive payment from STATE for those same services. COUNTY shall seek reimbursement from all sources before seeking reimbursement pursuant to CONTRACT.

5. PAYMENT RECOUPMENT.

COUNTY must reimburse STATE upon demand or STATE may deduct from future payments under this CONTRACT or future CONTRACTS the following:

- a. Any amounts received by COUNTY from the STATE for contract services that have been inaccurately reported or are found to be unsubstantiated;
- b. Any amounts paid by COUNTY to a subcontractor not authorized in writing by STATE;
- c. Any amount paid by STATE for services which either duplicate services covered by other specific grants or contracts, or amounts determined by STATE as non-allowable under the line item budget, clause 3.1(a);

- d. Any amounts paid by STATE for which COUNTY'S books, records and other documents are not sufficient to clearly substantiate that those amounts were used by COUNTY to perform contract services, in accordance with clause 2, COUNTY'S Duties; and/or
- e. Any amount identified as a financial audit exception.

6. CANCELLATION.

6.1. For cause or convenience. In accord with Minn. Stat. § 16B.04, subd. 2, the Commissioner of Administration has independent authority to cancel this CONTRACT. CONTRACT may be canceled by STATE or COUNTY at any time, with or without cause, upon thirty (30) days written notice to the other party. The thirty (30) day notice may be waived, in writing, by the party receiving notice. In the event of such a cancellation, COUNTY shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed. STATE has the right to suspend or terminate this CONTRACT immediately when STATE deems the health or welfare of the service recipients is endangered, when STATE has reasonable cause to believe that COUNTY has breached a material term of the CONTRACT, or when COUNTY's non-compliance with the terms of the CONTRACT may jeopardize federal financial participation.

6.2. Insufficient funds. STATE may immediately terminate this CONTRACT if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination will be by written notice to COUNTY. STATE is not obligated to pay for any services that are provided after the effective date of termination. COUNTY will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. STATE will not be assessed any penalty if the CONTRACT is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. STATE must provide COUNTY notice of the lack of funding within a reasonable time of STATE's receiving that notice.

6.3. Breach. Notwithstanding clause 6.1, upon STATE's knowledge of a curable material breach of the CONTRACT by COUNTY, STATE shall provide COUNTY written notice of the breach and ten (10) days to cure the breach. If COUNTY does not cure the breach within the time allowed, COUNTY will be in default of this CONTRACT and STATE may cancel the CONTRACT immediately thereafter. If COUNTY has breached a material term of this CONTRACT and cure is not possible, STATE may immediately terminate this CONTRACT.

7. AUTHORIZED REPRESENTATIVES, RESPONSIBLE AUTHORITY, and PROJECT MANAGER.

7.1. State. STATE's authorized representative for the purposes of administration of this CONTRACT is **Regina Acevedo** or successor. Phone and email: **651-431-4871, CMHSG.DHS@state.mn.us**. This representative shall have final authority for acceptance of COUNTY's services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Clause 3.2.

7.2. County. COUNTY's Authorized Representative is **Cassandra Sassenberg** or successor. Phone and email: **507-934-8573, cassandra.sassenberg@co.nicollet.mn.us**. If COUNTY's Authorized Representative changes at any time during this CONTRACT, COUNTY must immediately notify STATE.

7.3. Information Privacy and Security. (If applicable) COUNTY's responsible authority for the purposes of complying with data privacy and security for this CONTRACT is **Cassandra Sassenberg** or successor. Phone and email: **507-934-8573, cassandra.sassenberg@co.nicollet.mn.us**.

8. INSURANCE REQUIREMENTS.

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

9. LIABILITY.

To the extent provided for in Minn. Stat. §§ 466.01-466.15, the COUNTY agrees to be responsible for any and all claims or causes of action arising from the performance of this grant contract by COUNTY or COUNTY'S agents or employees. This clause shall not be construed to bar any legal remedies COUNTY may have for the STATE'S failure to fulfill its obligations pursuant to this grant.

10. INFORMATION PRIVACY AND SECURITY.

- a. It is expressly agreed that STATE will not be disclosing or providing information protected under the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 (the "Data Practices Act") as "not public data" on individuals to COUNTY under this Contract. "Not public data" means any data that is classified as confidential, private, nonpublic, or protected nonpublic by statute, federal law or temporary classification. Minn. Stat. § 13.02, subd. 8a.
- b. It is expressly agreed that COUNTY will not create, receive, maintain, or transmit "protected health information", as defined in the Health Insurance Portability Accountability Act ("HIPAA"), 45 C.F.R. § 160.103, on behalf of STATE for a function or activity regulated by 45 C.F.R. 160 or 164. Accordingly, COUNTY is not a "business associate" of STATE, as defined in HIPAA, 45 C.F.R. § 160.103 as a result of, or in connection with, this CONTRACT. Therefore, COUNTY is not required to comply with the privacy provisions of HIPAA as a result of, or for purposes of, performing under this CONTRACT. If COUNTY has responsibilities to comply with the Data Practices Act or HIPAA for reasons other than this CONTRACT, COUNTY will be responsible for its own compliance.

11. INTELLECTUAL PROPERTY RIGHTS.

11.1. Definitions. Works means all inventions, improvements, discoveries (whether or not patentable or copyrightable), databases, computer programs, reports, notes, studies, photographs,

negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by COUNTY, its employees, agents, and subcontractors, either individually or jointly with others in the performance of the CONTRACT. Works includes "Documents." Documents are the originals of any data bases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by COUNTY, its employees, agents, or subcontractors, in the performance of this CONTRACT.

11.2. Ownership. STATE owns all rights, title, and interest in all of the intellectual property, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this CONTRACT. The Works and Documents will be the exclusive property of STATE and all such Works and Documents must be immediately returned to STATE by COUNTY upon completion or cancellation of this CONTRACT. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." If using STATE data, COUNTY must cite the data, or make clear by referencing that STATE is the source.

11.3. Responsibilities.

- a. **Notification.** Whenever any Works or Documents (whether or not patentable) are made or conceived for the first time or actually or constructively reduced to practice by COUNTY, including its employees and subcontractors, and are created and paid for under this CONTRACT, COUNTY will immediately give STATE's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon. COUNTY will assign all right, title, and interest it may have in the Works and the Documents to STATE.
- b. **Filing and recording of ownership interests.** COUNTY must, at the request of STATE, execute all papers and perform all other acts necessary to transfer or record STATE's ownership interest in the Works and Documents created and paid for under this CONTRACT. COUNTY must perform all acts, and take all steps necessary to ensure that all intellectual property rights in these Works and Documents are the sole property of STATE, and that neither COUNTY nor its employees, agents, or subcontractors retain any interest in and to these Works and Documents.
- c. **Duty not to infringe on intellectual property rights of others.** COUNTY represents and warrants that the Works and Documents created and paid for under this CONTRACT do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 9, COUNTY will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless STATE, at COUNTY's expense, from any action or claim brought against STATE to the extent that it is based on a claim that all or part of these Works or Documents infringe upon the intellectual property rights of others. COUNTY will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney's fees. If such a claim or action arises, or in COUNTY's or STATE's opinion is likely to arise, COUNTY must, at STATE's discretion, either procure for STATE the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the

infringement claim. This remedy of STATE will be in addition to and not exclusive of other remedies provided by law.

- d. **Federal license granted.** If federal funds are used in the payment of this CONTRACT, pursuant to 45 C.F.R. § 75.322, the U.S. Department of Health and Human Services is granted a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

12. PUBLICITY.

12.1. General publicity. Any publicity regarding the subject matter of this CONTRACT must identify STATE as the sponsoring agency and must not be released without prior written approval from the STATE's authorized representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, websites, social media, and similar public notices prepared by or for the COUNTY individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this CONTRACT. All projects primarily funded by state grant appropriation must publicly credit the State of Minnesota, including on the COUNTY's website when practicable.

12.2. Endorsement. COUNTY must not claim that STATE endorses its products or services.

13. OWNERSHIP OF EQUIPMENT. The STATE shall have the right to require transfer of all equipment purchased with grant funds (including title) to STATE or to an eligible non-STATE party named by the STATE. If federal funds are granted by the STATE, then disposition of all equipment purchased under this grant contract shall be in accordance with OMB Uniform Grant Guidance, 2 C.F.R. § 200.313. For all equipment having a current per unit fair market value of \$5,000 or more, STATE shall have the right to require transfer of the equipment (including title) to the Federal Government. These rights will normally be exercised by STATE only if the project or program for which the equipment was acquired is transferred from one grantee to another.

14. AUDIT REQUIREMENTS AND COUNTY DEBARMENT INFORMATION.

14.1. State audit.

Under Minn. Stat. § 16B.98, subd. 8, the books, records, documents, and accounting procedures and practices of the COUNTY or other party that are relevant to the CONTRACT are subject to examination by STATE and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years from the CONTRACT end date, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

14.2. Independent audit. If COUNTY conducts or undergoes an independent audit during the term of this CONTRACT that is relevant to this CONTRACT, notice of the relevant audit must be provided to STATE within thirty (30) days of the audit's completion and a copy provided, if requested.

14.3. Federal audit requirements and COUNTY debarment information. COUNTY certifies it will comply with 2 C.F.R § 200.501 et seq., as applicable. To the extent federal funds are used for this

CONTRACT, COUNTY acknowledges that COUNTY and STATE shall comply with the requirements of 2 C.F.R. § 200.331. Non-Federal entities receiving \$750,000 or more of federal funding in a fiscal year must obtain a single or program-specific audit conducted for that year in accordance with 2 C.F.R. § 200.501. Failure to comply with these requirements could result in forfeiture of federal funds.

14.4. Debarment by STATE, its departments, commissions, agencies or political subdivisions.

COUNTY certifies that neither it nor its principles are presently debarred or suspended by the State of Minnesota, or any of its departments, commissions, agencies, or political subdivisions. COUNTY's certification is a material representation upon which the CONTRACT award was based. COUNTY shall provide immediate written notice to STATE's authorized representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

14.5. Certification regarding debarment, suspension, ineligibility, and voluntary exclusion – lower tier covered transactions.

COUNTY's certification is a material representation upon which CONTRACT award was based. Federal money will be used or may potentially be used to pay for all or part of the work under CONTRACT, therefore COUNTY must certify the following, as required by 2 C.F.R. § 180, or its regulatory equivalent.

a. Instructions for Certification

1. By signing and submitting this CONTRACT, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this CONTRACT is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549. You may contact the person to which this CONTRACT is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9,

subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this CONTRACT that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

b. Lower Tier Covered Transactions.

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

15. JURISDICTION AND VENUE.

This CONTRACT, and amendments and supplements, are governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this CONTRACT, or breach of the CONTRACT, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

16. CLERICAL ERRORS AND NON-WAIVER.

16.1. Clerical error. Notwithstanding Clause 17.1, STATE reserves the right to unilaterally fix clerical errors contained in the CONTRACT without executing an amendment. COUNTY will be informed of errors that have been fixed pursuant to this paragraph.

16.2. Non-waiver. If STATE fails to enforce any provision of this CONTRACT, that failure does not waive the provision or STATE's right to enforce it.

17. AMENDMENT, ASSIGNMENT, SEVERABILITY, ENTIRE AGREEMENT, AND DRAFTING PARTY.

17.1. Amendments. Any amendments to this CONTRACT shall be in writing, and shall be executed by the same parties who executed the original CONTRACT, or their successors in office.

17.2. Assignment. COUNTY shall neither assign nor transfer any rights or obligations under this CONTRACT without the prior written consent of STATE.

17.3. Entire Agreement.

- a. If any provision of this CONTRACT is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this CONTRACT shall not in any way be affected or impaired. The parties will attempt in good faith to agree upon a valid and enforceable provision that is a reasonable substitute, and will incorporate the substitute provision in this CONTRACT according to clause 17.1.
- b. This CONTRACT contains all negotiations and agreements between STATE and COUNTY. No other understanding regarding this CONTRACT, whether written or oral may be used to bind either party.

17.4. Drafting party. The parties agree that each party individually has had an opportunity to review with a legal representative, negotiate and draft this CONTRACT, and that, in the event of a dispute, the CONTRACT shall not be construed against either party.

18. PROCURING GOODS AND CONTRACTED SERVICES.

18.1. Contracting and bidding requirements. COUNTY certifies that it shall comply with Minn. Stat. § 471.345.

18.2. Prevailing wage. For projects that include construction work of \$25,000 or more, prevailing wage rules apply per Minn. Stat. §§ 177.41 through 177.44; consequently, the bid request must state the project is subject to *prevailing wage*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. Vendors should submit a prevailing wage form along with their bids.

18.3 Debarred vendors. In the provision of goods or services under this CONTRACT, COUNTY must not contract with vendors who are suspended or debarred in Minnesota or under federal law. Before entering into a subcontract, COUNTY must check if vendors are suspended or debarred by referencing

the Minnesota Department of Administration's [Suspended/Debarred Vendor Report](#). A link to vendors debarred by Federal agencies is provided at the bottom of the web page.

19. SUBCONTRACTS.

COUNTY, as an awardee organization, is legally and financially responsible for all aspects of this award that are subcontracted, including funds provided to sub-recipients and subcontractors, in accordance with 45 C.F.R. §§ 75.351-75.352. COUNTY shall ensure that the material obligations, borne by the COUNTY in this CONTRACT, apply as between COUNTY and subrecipients, in all subcontracts, to the same extent that the material obligations apply as between the STATE and COUNTY.

20. LEGAL COMPLIANCE.

20.1 General compliance. All performance under this CONTRACT must be in compliance with state and federal law and regulations, and local ordinances. Allegations that STATE deems reasonable, in its sole discretion, of violations of state or federal law or regulations, or of local ordinances, may result in CONTRACT cancellation or termination and/or reporting to local authorities by STATE.

20.2 Nondiscrimination. COUNTY will not discriminate against any person on the basis of the person's race, color, creed, religion, national origin, sex, marital status, gender identity, disability, public assistance status, sexual orientation, age, familial status, membership or activity in a local commission, or status as a member of the uniformed services. COUNTY must refrain from such discrimination as a matter of its contract with STATE. "Person" includes, without limitation, a STATE employee, COUNTY's employee, a program participant, and a member of the public. "Discriminate" means, without limitation, to: fail or refuse to hire, discharge, or otherwise discriminate against any person with respect to the compensation, terms, conditions, or privileges of employment, or; exclude from participation in, deny the benefits of, or subject to discrimination under any COUNTY program or activity.

COUNTY will ensure that all of its employees and agents comply with Minnesota Management and Budget Policy [#1329](#) (Sexual Harassment Prohibited) and [#1436](#) (Harassment and Discrimination Prohibited).

20.3 Grants management policies. COUNTY must comply with required [Grants Management Policies and procedures](#) as specified in Minn. Stat. § 16B.97, subd. 4(a)(1). Compliance under this paragraph includes, but is not limited to, participating in monitoring and financial reconciliation as required by Office of Grants Management (OGM) [Policy 08-10](#).

20.4 Conflict of interest. COUNTY certifies that it does not have any conflicts of interest related to this CONTRACT, as defined by OGM [Policy 08-01](#). COUNTY shall immediately notify STATE if a conflict of interest arises.

21. OTHER PROVISIONS

21.1. No Religious Based Counseling. COUNTY agrees that no religious based counseling shall take place under the auspices of this CONTRACT.

Signature Page Follows

By signing below, the parties agree to the terms and conditions contained in this CONTRACT.

APPROVED:

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes, chapter 16A and section 16C.05.

By: _____

Date: _____

Contract No: _____

Distribution: (fully executed contract to each)

Contracts and Legal Compliance Division

County

State Authorized Representative

2. COUNTY

Signatory certifies that County's articles of incorporation, by-laws, or corporate resolutions authorize Signatory both to sign on behalf of and bind the County to the terms of this Agreement. County and Signatory agree that the State Agency relies on the Signatory's certification herein.

By: _____

Title: _____

Date: _____

3. STATE AGENCY

By (with delegated authority): _____

Title: _____

Date: _____

Attachment 1 Budget				
BUDGET SUMMARY Year 1		BUDGET SUMMARY Year 2		PROJECT TOTAL
January 1, 2023 to June 30, 2023		July 1, 2023 to December 31, 2023		
BRASS Code	TOTAL BUDGET FY23	BRASS Code	TOTAL BUDGET FY24	
111 – Mental Health Screening (up to 45%)	\$2,183.40	111 – Mental Health Screening (up to 45%)	\$2,183.40	
197 – Local Collaborative Undifferentiated Services		197 – Local Collaborative Undifferentiated Services		
401 – Information & Referral	\$9,704.00	401 – Information & Referral	\$9,704.00	
402 – Community Education & Prevention	\$4,212.60	402 – Community Education & Prevention	\$4,212.60	
404 – Client Outreach		404 – Client Outreach		
405 – Child Outpatient Diagnostic Assessment/Psychological Testing		405 – Child Outpatient Diagnostic Assessment/Psychological Testing		
407 – Early Identification & Intervention		407 – Early Identification & Intervention		
416 – Transportation		416 – Transportation		
430 – Other Family Community Support Services		430 – Other Family Community Support Services		
451 – Emergency Response Services		451 – Emergency Response Services		
453 – Child Outpatient Psychotherapy		453 – Child Outpatient Psychotherapy		
455 – Child Outpatient Medication Management		455 – Child Outpatient Medication Management		
457 – Child/Family Psychoeducation		457 – Child/Family Psychoeducation		
462 – Family Based Services		462 – Family Based Services		
467 – Child Day Treatment		467 – Child Day Treatment		
489 – Child Respite Care		489 – Child Respite Care		
490 – Child Rule 79 Case Management		490 – Child Rule 79 Case Management		
TOTAL FUNDS State Fiscal Year 2023	\$16,100.00	TOTAL FUNDS State Fiscal Year 2024	\$16,100.00	\$32,200.00

BUDGET JUSTIFICATION FY23: January 1, 2023 to June 30, 2023

BRASS Code-Category Breakdown	JUSTIFICATION NARRATIVE	State Fiscal Year 1
111 – Mental Health Screening (up to 45%) - Costs of screening instruments, copies, and translations (up to 25%) - Staff time in administering screenings (up to 45%) - Entering screening data into SSIS/CSTS (up to 25%) - Staff mental health trainings (up to 10%) - Supervision for staff who complete screenings (up to 10%)	111 – Mental Health Screening Staff cost = Average number of kids needing a screen per month (5) * 1.5 hours for administering, scoring and entering data by case manager * average monthly CM salary (\$48.52/hour with salary and benefits) = \$2,183.40	\$2,183.40
401 – Information & Referral - Provision of information to individuals on social services - Assistance to individuals in making contact with a resource that can respond to their needs or problems including - Referral for a child or parent regarding - Community support groups - Parenting groups - Diagnostic assessments - Individual and family therapy	401 – Information & Referral Intake case managers giving a family information for food shelves, county case management programs, mental health services, local clinics, school districts, hospitals, or whatever services help the parent or child (child from the target population) at the time. Intake case managers spend a minimum of 4,000 hours providing this service annually. We are requesting to apply 200 hours every six months at an average of \$48.52 hourly rate to the mental health screening grant.	\$9,704.00
402 – Community Education & Prevention Activities designed to educate the targeted population about mental health and co-occurring issues: The goals are to increase the understanding of mental health, reduce stigma, promote recovery and increase awareness of the availability of resources and services and improve skills in dealing with mental health issues.	402 – Community Education & Prevention Nicollet County staff members provide mental health education to the community as a whole through participation in training or educational opportunities. Case managers also target at-risk youth and families by providing educational activities, curriculum, and programming at community locations. These funds will be used to pay for staff time at an average rate of \$48.52 per hour for no more than 87 hours as well as curriculum and other supplies needed for sessions.	\$4,212.60
TOTAL State Fiscal Year 1		\$16,100.00

BUDGET JUSTIFICATION FY24: July 1, 2023 to December 31, 2023

BRASS Code-Category Breakdown	JUSTIFICATION NARRATIVE	State Fiscal Year 2
111 – Mental Health Screening (up to 45%) - Costs of screening instruments, copies, and translations (up to 25%) - Staff time in administering screenings (up to 45%) - Entering screening data into SSIS/CSTS (up to 25%) - Staff mental health trainings (up to 10%) - Supervision for staff who complete screenings (up to 10%)	111 – Mental Health Screening Staff cost = Average number of kids needing a screen per month (5) * 1.5 hours for administering, scoring and entering data by case manager * average monthly CM salary (\$48.52/hour with salary and benefits) = \$2,183.40	\$2,183.40
401 – Information & Referral - Provision of information to individuals on social services - Assistance to individuals in making contact with a resource that can respond to their needs or problems including - Referral for a child or parent regarding - Community support groups - Parenting groups - Diagnostic assessments - Individual and family therapy	401 – Information & Referral Intake case managers giving a family information for food shelves, county case management programs, mental health services, local clinics, school districts, hospitals, or whatever services help the parent or child (child from the target population) at the time. Intake case managers spend a minimum of 4,000 hours providing this service annually. We are requesting to apply 200 hours every six months at an average of \$48.52 hourly rate to the mental health screening grant.	\$9,704.00
402 – Community Education & Prevention Activities designed to educate the targeted population about mental health and co-occurring issues: The goals are to increase the understanding of mental health, reduce stigma, promote recovery and increase awareness of the availability of resources and services and improve skills in dealing with mental health issues.	402 – Community Education & Prevention Nicollet County staff members provide mental health education to the community as a whole through participation in training or educational opportunities. Case managers also target at-risk youth and families by providing educational activities, curriculum, and programming at community locations. These funds will be used to pay for staff time at an average rate of \$48.52 per hour for no more than 87 hours as well as curriculum and other supplies needed for sessions.	\$4,212.60
TOTAL State Fiscal Year 2		\$16,100.00

Nicollet County Board of Commissioners

Board Meeting Agenda Item



Agenda Item: 2023 Master Contract for MFIP/DWP and Notice of Funds Available		
Primary Originating Division/Dept.: Health and Human Services Contact: C. Sassenberg Title: HHS Director Amount of Time Requested: 5 minutes Presenter: C. Sassenberg Title: HHS Director		Meeting Date: 11/22/2022 Item Type: Regular Agenda (Select One)
		Attachments: ☒ Yes ☐ No
County Strategy: Financial Security - prudent use of taxpayer resources (Select One)		
BACKGROUND/JUSTIFICATION: Nicollet County contracts with the Minnesota Valley Action Council (MVAC) to provide services to Nicollet County residents using the state funds we receive for the Minnesota Family Investment Program and Diversionary Work Program (MFIP/DWP). Attached is the annual master contract reflecting: -\$26,571.00 for the administration of MFIP/DWP through Minnesota Valley Action Council and South Central WorkForce Council -\$257,850.00 for direct program costs which include costs related to employment counseling, preparation, and placement -\$41,000.00 for client support services which are focused on services to assist clients in successfully securing and maintaining employment Within the overall budget, \$32,960 have been identified for enhanced program services meant to remove employment barriers. County approved services in this category include work with interpreters, as well as collaboration with the Minnesota Council of Churches, Area Adult Learning Cooperative, transportation partners, and soon to be the St. Peter Tapestry Project.		
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) Annual contract: 01/04/22		
Approved by County Attorney's Office: ☐ Yes ☒ No ☐ N/A		
ACTION REQUESTED: Approval of the 2023 Master Contract and Notice of Funds Available for MFIP/DWP		
FISCAL IMPACT: Included in current budget (Select One) If "Other", specify:		FUNDING County Dollars = State (Select One)
FTE IMPACT: No FTE change (Select One)		Total:
If "Increase or "Decrease," specify: Related Financial/FTE Comments:		

MASTER CONTRACT AGREEMENT #: CY & SFY 2023 Nicollet County	CFDA #: 93.558 MFIP
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AGREEMENT

This Agreement is made and entered into by and between Nicollet County Health and Human Services, hereinafter referred to as the "COUNTY", and

Minnesota Valley Action Council, Inc.
706 N. Victory Drive
Mankato, MN 56001

Social Security or Federal Identification Number: **JX41-6050353**
Minnesota State Tax Identification Number: **9465358**

hereinafter referred to as the "PROVIDER".

WITNESSETH

WHEREAS, this Agreement is issued in anticipation of receipt of funds from the Minnesota Department of Human Services (DHS) for the purpose of providing services authorized under the:

Personal Responsibility and Work Opportunity Reconciliation Act of 1996, Public Law 104-193, Welfare Reform Bill signed April 30, 1997 (TANF/MFIP), and

WHEREAS, the PROVIDER represents itself to the COUNTY as qualified to provide the services herein agreed to, and

WHEREAS, the COUNTY is desirous of entering into an Agreement with the PROVIDER for the provision of said services, and

WHEREAS, the release of funding under this Agreement to the PROVIDER is subject to actual receipt of appropriated funds from aforementioned sources that supports the provision of employment services for individuals receiving public assistance. Funds shall be released by the COUNTY to the PROVIDER through the Notice of Funds Available (NFA) contracting method described within, and

WHEREAS, the PROVIDER is familiar with the local Consolidated Plan (biennial service agreement) and DHS Bulletins applicable to the implementation of employment services required under this Agreement and has represented to the COUNTY that it is qualified to effectively deliver said services.

NOW, THEREFORE, in consideration of the premises, and the mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties hereto understand and agree as follows:

- I. Program: The foregoing recitals are made a part of this Agreement by reference. The PROVIDER shall implement the Conditions hereto attached as Exhibit A, and incorporated by reference as a part of this Agreement.
- II. Duties and Payment: No costs are eligible for reimbursement under this Agreement without a valid issued Notice of Funds Available (NFA) signed by the COUNTY and the PROVIDER. Funds available under the Agreement are available for the period(s) indicated on the Notice of Funds Available by program, which may be for a shorter period than indicated in the Term of Agreement below. If any additional conditions are required based on funding sources, the appropriate conditions shall be attached to or be a part of the relevant Notice of Funds Available (NFA). Additional conditions may be work plans and budgets for new or modified activity under the Agreement. The additional conditions become part of this Agreement.

The PROVIDER is hereby authorized to expend funds for the MFIP/DWP (Diversionary Work Program) Employment Services in accordance with the following:

- a. MFIP/DWP Employment Services Available Funds. The total amount expended under this Agreement shall not exceed the amount identified on the Notice of Funds Available for MFIP DWP Employment Services. It is understood and agreed that in the event funding to the COUNTY is not continued at a level sufficient to allow for the indicated level of funding to the PROVIDER, the obligation of the party hereunder shall thereupon be cancelled, provided that any cancellation of this Agreement shall be without prejudice to any obligations or liabilities of the party already accrued prior to such cancellation.
- b. Payment. The COUNTY shall make reimbursement to the PROVIDER for program expenditures upon receipt of a monthly itemized invoice specifying the costs incurred by the PROVIDER during the previous month. Billings of 1/12 the annual budget are acceptable. The COUNTY shall not reimburse for any costs incurred which are not in accordance with the budget on the Notice of Funds Available and applicable federal, state and COUNTY regulations and policies.
- c. Performance Objectives. The PROVIDER shall report to the COUNTY for the period January 1, 2023 to December 31, 2023, their performance in meeting the current MFIP work participation rates, performance with the self-support index and the average placement wage requirement for MFIP recipients receiving employment.

Performance meeting or exceeding the MFIP work participation rate for non-exempt participants shall entitle the PROVIDER to receive all available funds.

Performance below the MFIP 2023 Nicollet County Participation Rate or Self-Support Index for non-exempt participants will result in a discussion about lowered grant earnings. Such discussions shall take place at a quarterly administrative review meeting or at such other time with PROVIDER as may be determined.

- III. Term of Agreement: This Agreement shall be effective on January 1, 2023, and shall remain in effect until December 31, 2023, or until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
- IV. Termination: If, at any time, funds in support of this Agreement become unavailable, this Agreement shall be terminated immediately upon written notice of such fact by the COUNTY to

the PROVIDER. In the event of such termination, the PROVIDER shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

- a. Termination without Cause: Either party to this Agreement may terminate this agreement without cause. The party will give a 30-calendar day advance notice, in writing, of the effective date of the termination. The PROVIDER shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date of the termination, in accordance with and subject to the provisions of this Agreement.
- b. Termination for Cause: The COUNTY shall terminate the Agreement when it is determined the PROVIDER has failed to provide any of the services specified or has failed to comply with any of the provisions contained in this Agreement. If the PROVIDER fails to perform in whole or in part under this Agreement, or fails to make sufficient progress so as to endanger performance, the COUNTY will notify the PROVIDER of such unsatisfactory performance in writing. The PROVIDER will have ten (10) working days in which to respond with a plan to correct the deficiencies agreeable to the COUNTY. If the PROVIDER does not respond to the COUNTY with an appropriate corrective action plan, the COUNTY will notify the PROVIDER of immediate termination of the Agreement. In the event of such termination, the COUNTY shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services performed are in accordance with the provisions of the Agreement.

V. Disputes:

- a. The PROVIDER agrees to attempt to resolve disputes arising from the Agreement by administrative process and negotiation in lieu of litigation. Continued performance during disputes is assured.
- b. Any dispute concerning a question of fact arising under this Agreement which is not settled by informal means shall be decided by the COUNTY'S authorized representative, who shall furnish the PROVIDER with a written decision.
- c. The PROVIDER will be allowed the opportunity to offer evidence and be heard in appeal of the COUNTY'S decision. Pending final decision, the PROVIDER shall proceed in performance of this Agreement in accordance with the COUNTY'S initial decision.
- d. This DISPUTES clause does not preclude consideration of law questions in connection with decisions provided above provided that nothing in this Agreement shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

VI. Grievance Procedure: The PROVIDER will follow the grievance procedure established by the COUNTY and the MN Department of Human Services to resolve issues between the PROVIDER and program participants.

VII. Records and Reports:

- a. The PROVIDER will maintain records, books, documents and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs and activities of any nature supported by funds under this Agreement. Such records, including participant information, shall be maintained for seven years after the submission of the final report by the PROVIDER, or the

COUNTY makes the final payment, whichever is later, for audit purposes. Such records will be considered the property of the COUNTY.

- b. The PROVIDER agrees that authorized representatives of the COUNTY, State and federal agencies will, during regular business hours and as often as such authorized representatives deem necessary, have access to and the right to examine, audit, excerpt and transcribe any books, documents, papers, records, which are pertinent and involve transactions relating to this Agreement.
- c. The PROVIDER further agrees to submit in a timely fashion all program reports and corrective actions as may be required by program regulations and COUNTY policies or as a result of monitoring activities.
- d. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the seven-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular seven-year period, whichever is later.
- e. Under Minnesota Statute 16C.05, Subdivision 5, the PROVIDER'S books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the MN Department of Human Services, the COUNTY and/or Minnesota State Auditor or Legislative Auditor, as appropriate for a total of seven years.

VIII. Liability:

- a. Bonding: The PROVIDER shall obtain and maintain, at all times during the term of this Agreement, a fidelity bond in an amount not less than \$100,000, covering the activities of all persons authorized to receive or distribute monies.
- b. Indemnity: The PROVIDER agrees to defend, indemnify and hold the COUNTY, its officers and employees harmless from any liability, claims, damages, costs, judgments or expenses, including attorney's fees, resulting directly or indirectly from an act or omission of the PROVIDER, its agents, employees or contractors in the performance of the services provided by this Agreement and against all loss by reason of the failure of the PROVIDER to perform, in any respect, all obligations under this Agreement.
- c. Insurance: The PROVIDER further agrees that it will at all times during the term of this Agreement, have and keep in force:
 - 1. A single limit or combined limit or excess umbrella general liability insurance policy of an amount not less than \$1,500,000 for total bodily injuries, death, personal injuries or property damage arising from one occurrence with an annual aggregate limit of not less than \$1,500,000. Such policy shall also include contractual liability coverage protecting the COUNTY, its officers, agents and employees by specific endorsement acknowledging the Agreement between the PROVIDER and the COUNTY.
 - 2. A single limit or combined limit or excess umbrella automobile liability insurance policy, if applicable, in an amount not less than \$1,500,000 per accident for property damage, \$1,500,000 for bodily injury and/or damages to any one person, and \$1,500,000 for total bodily injuries and/or damages arising from any one accident.

3. Any policy obtained and maintained under this clause shall provide that it shall not be canceled, materially changed, or not renewed without thirty (30) days prior notice thereof to the COUNTY.
 - d. The PROVIDER will furnish the COUNTY certificates of bonding and insurance.
 - e. The COUNTY may withhold payment for failure of the PROVIDER to furnish certificates of bonding and insurance as required.
 - f. In the event that claims or lawsuits shall arise jointly against the PROVIDER and the COUNTY, and the COUNTY elects to present its own defense using its own counsel, in addition to or as opposed to legal representation available by the insurance carrier providing general liability coverage in c.1. and/or automobile liability in c.2. above, then such legal expense shall be borne by the COUNTY.
- IX. Independent Contractor: It is agreed by both parties that at all times and for all purposes within the scope of this Agreement the relationship of the PROVIDER to the COUNTY is that of an independent contractor.
- X. Special Administrative Provisions: The PROVIDER agrees to administer the program in accordance with authorizing legislation, as amended, and the regulations and guidelines promulgated there under. The PROVIDER also agrees to comply with other applicable Federal and State laws. In the event that these laws, regulations or policies are amended at any time during the term of this Agreement, the PROVIDER shall comply with such amended laws, regulations or guidelines.
- a. **Audits**: The PROVIDER agrees to have an annual audit in accordance with the Office of Management and Budget (OMB) 2 CFR Chapter I and II, Part 200, et al Uniform Guidance: Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as it applies to the PROVIDER. The COUNTY agrees to submit to the PROVIDER, prior to the audit activity, a report that specifies the amount of federal and state funds, which comprise the total payments, made to the PROVIDER.

A copy of the audit shall be provided to the COUNTY upon its completion, but in no event later than nine months after the end of the PROVIDER'S fiscal year.
 - b. **Program Standards**: The PROVIDER agrees to comply with the Office of Management and Budget (OMB) 2 CFR Chapter I and II, Part 200, et al. Uniform Guidance: Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as these circulars relates to its particular agency in the utilization of funds, the operation of programs and the maintenance of records, books, accounts and other documents under the authorizing legislation, as amended.

The PROVIDER also agrees to comply with the sections of the Code of Federal Regulations relevant to the program(s) covered under this Agreement, as well as all State Instructional Bulletins and policies, as amended. The COUNTY agrees to give the PROVIDER copies of the applicable circulars, laws and regulations under which these funds are granted.
 - c. **Non-Discrimination Statement**: The PROVIDER assures it will comply fully with the non-discrimination and equal opportunity provisions of the following laws prohibiting discrimination, including but not limited to:

- i. Title VI of the Civil Rights Act of 1964, 42 USC §2000d et seq., as amended, and all requirements imposed by or pursuant to the regulation at 7 CFR Part 15, Subpart A and Subpart C. In accordance with Title VI and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Contractor/Vendor receives Federal financial assistance.
- ii. Section 504 of the Rehabilitation Act of 1973, 29 USC § 794, as amended, and all requirements imposed by or pursuant to the regulation at 7 CFR Part 15b. In accordance with Section 504 of that Act and the Regulation, no otherwise qualified individual with a disability in the United States shall, solely by reason of her/his disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Contractor/Vendor receives Federal financial assistance.
- iii. Title IX of the Education Amendments of 1972, 20 USC § 1681 et seq., as amended, and all requirements imposed by or pursuant to the regulation at 7 CFR Part 15a. In accordance with Title IX of that Act and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Contractor/Vendor receives Federal financial assistance.
- iv. Age Discrimination Act of 1975, 42 USC §§ 6101-6107, as amended and all requirements imposed by or pursuant to the regulation at 45 CFR Part 91. In accordance with the Age Discrimination Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Contractor/Vendor receives Federal financial assistance.
- v. The Americans with Disabilities Act of 1990 (42 USC 12101), as amended, which prohibits discrimination on the basis of physical, sensory, or mental disability or impairment and the ADA Amendments Act of 2008.
- vi. Current version of USDA's FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities, Food and Nutrition Service, Issued November 8, 2005. The purpose of Instruction 113-1 is to establish and convey policy and provide guidance and direction to the USDA Food and Nutrition Service (FNS) and its recipients and customers and ensure compliance with and enforcement of the prohibition against discrimination in all FNS nutrition programs and activities, whether federally funded in whole or not. FNS Instruction 113-1 incorporates the above Federal legal authorities.
- vii. Minnesota Human Rights Act found at Minnesota Statutes, Chapter 363A, specifically § 363A.11, Public Accommodations and § 363A.12, Public Services. In Minnesota, it is an unfair discriminatory practice to deny any person the full and equal enjoyment of the goods, services, facilities, privileges, advantages, and accommodations of a place of public accommodation because of race, color, creed, religion, disability, national origin, marital status, sexual orientation, or sex. Additionally, it is an unfair discriminatory practice to discriminate against any person in the access to, admission to, full utilization of or benefit from any public service because of race, color, creed, religion, national origin, disability, sex, sexual orientation, or status with regard to public assistance.

- XI. Voter Registration: The PROVIDER shall provide non-partisan voter registration services and assistance, using forms provided by the Secretary of State, to employees of the PROVIDER, program participants and the public as required by Minnesota Statutes, Section 201.162.
- XII. Assignment: The PROVIDER shall neither assign nor transfer any rights or obligations under this Agreement without prior written consent of the COUNTY. The provisions of this Agreement applicable to the PROVIDER shall also be applicable to subgrants made by the PROVIDER from funds obtained under this Agreement.
- XIII. Modifications: Any modifications to this Agreement shall be in writing and shall be executed by the same parties who executed the original Agreement, or their successors in office.
- XIV. Governing Law, Jurisdiction, and Venue: Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state court with competent jurisdiction.
- XV. Debarment and Suspension Certification: The PROVIDER agrees to follow the President's Executive Order 12549 and the implementing regulation "Nonprocurement Debarment and Suspension; Notice and Final Rule and Interim Final Rule," found in 53 FR 19189, May 26, 1988, as amended at 60 FR 33041, June 26, 1995, including Appendix B, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions"; unless excluded by law or regulation.
- XVI. Lobbying Certification and Disclosure: (If applicable) The PROVIDER shall comply with Interim Final Rule, New Restrictions on Lobbying, found in Federal Register Vol. 55, No. 38, February 26, 1990, and any permanent rules that are adopted in place of the Interim Final Rule. The Interim Final Rule requires the PROVIDER to certify as to their lobbying activity. The Interim Final Rule implements section 319 of Public Law 101-121, which generally prohibits recipients of Federal contracts, grants and loans from using appropriated funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific contract, grant or loan.
- XVII. Maintenance of Effort: The PROVIDER agrees that the level of services, activities and expenditures it has devoted to similar services prior to the initiation of this Agreement will be continued and not reduced in any way as a result of this Agreement except for reductions unrelated to the provisions or purposes herein stated.
- XVIII. Conflict of Interest: The PROVIDER assures that no person under its employ, who presently exercises any administrative responsibilities under this program, has any personal, financial interest, direct or indirect, in this Agreement. Further, no person having such a conflicting interest shall be employed under this Agreement. Any such conflict of interest must be disclosed in writing to the COUNTY.
- XIX. Code of Conduct: The PROVIDER assures proper conduct on the part of its employees and understands the effects of U.S. Code, Title 18, Sec. 665.
- XX. Grant Close-out: No costs are to be incurred under this Agreement after December 31, 2023. Within 45 days of the completion of the Agreement, the PROVIDER shall comply with all closeout or auditing procedures established by the COUNTY.
- XXI. Property: Any purchase of non-expendable personal property that has a useful life of more than one year with a per unit cost of \$5,000 or more must have prior written approval of the COUNTY. The PROVIDER will obtain advance written approval from the COUNTY for purchase of property

with a unit cost of \$5,000 or more.

XXI. Data Practices Act: For the purposes of executing its responsibilities and to the extent set forth in this Agreement, the PROVIDER shall be considered part of the welfare system as defined in Minnesota Statutes, section 13.46, subdivision 1. The PROVIDER'S employees and agents shall have access to private or confidential data maintained by the COUNTY to the extent necessary to carry out its responsibilities under this Agreement. The PROVIDER agrees to comply with all the requirements of the Minnesota Government Data Practices Act and HIPAA in providing services under this Agreement. The civil remedies of Minnesota Statutes, section 13.08, apply to the release of the data referred to in this Article by either the PROVIDER or COUNTY.

The PROVIDER agrees to indemnify and save and hold the COUNTY, its agents and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Minnesota Government Data Practices Act, including legal fees and disbursements paid or incurred to enforce the provision of this Agreement.

XXII SCOPE OF SERVICES: The PROVIDER shall provide all services in accordance with all applicable federal and state laws, statutes, regulations, and guidelines. These include the federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996, the Deficit Reduction Act of 2005, and Minnesota Statutes Chapter 256J. In the event that these laws, statutes, regulations or guidelines are amended at any time during the Term of Agreement, or any extensions or renewals, the PROVIDER shall comply with such amended laws, statutes, regulations, or guidelines.

The PROVIDER is responsible for all technical assistance necessary to maintain all software and hardware used to provide the purchased services under this Agreement, including virus protection and firewalls.

The PROVIDER will designate one staff as an Employment Services security liaison who will coordinate with the COUNTY MAXIS security liaison to request approval or termination of inquiry access to the MAXIS system ("MAXIS").

The PROVIDER will designate up to two staff in each service location as Data Specialists that will have inquiry access to MAXIS.

The PROVIDER will ensure all staff with inquiry access to MAXIS complete annual HIPAA training, and any other necessary training identified by the COUNTY.

Information Privacy and Security.

Information Covered by this Provision. In carrying out its duties, the PROVIDER will be handling one or more types of private information, collectively referred to as "protected information," concerning individual DHS clients. "Protected information," for purposes of this Agreement, may include any or all of the following:

- Private data (as defined in Minnesota Statutes § 13.02, subd. 12), confidential data (as defined in Minn. Stat. § 13.02, subd. 3), welfare data (as governed by Minn. Stat. § 13.46), medical data (as governed by Minn. Stat. § 13.384), and other non-public data governed by other sections in the Minnesota Government Data Practices Act (MGDPA), Minn. Stats. Chapter 13;
- Health records (as governed by the Minnesota Health Records Act [Minn. Stat. §§ 144.291-144.298]);

- Chemical health records (as governed by 42 U.S.C. § 290dd-2 and 42 C.F.R. § 2.1 to § 2.67);
- Protected health information ("PHI") (as defined in and governed by the Health Insurance Portability Accountability Act ["HIPAA"], 45 C.F.R. § 160.103);
- Electronic Health Records (as governed by Health Information Technology for Economic and Clinical Health Act (HITECH), 42 USC 201 note, 42 USC 17921(5)); and
- Other data subject to applicable state and federal statutes, rules, and regulations affecting the collection, storage, use, or dissemination of private or confidential information.

Duties Relating to Protection of Information.

- (a) Duty to ensure proper handling of information. The PROVIDER shall be responsible for ensuring proper handling and safeguarding by its employees, subcontractors, and authorized agents of protected information collected, created, used, maintained, or disclosed on behalf of DHS. This responsibility includes ensuring that employees and agents comply with and are properly trained regarding, as applicable, the laws listed above in paragraph X.X.I.I.
- (b) Minimum necessary access to information. The PROVIDER shall comply with the "minimum necessary" access and disclosure rule set forth in the HIPAA and the MGDPA. The collection, creation, use, maintenance, and disclosure of protected information shall be limited to "that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government." See, respectively, 45 C.F.R. §§ 164.502(b) and 164.514(d), and Minn. Stat. § 13.05 subd. 3.
- (c) Information Requests. Unless provided for otherwise in this Agreement, if the PROVIDER receives a request to release the information referred to in this Clause, the PROVIDER must immediately notify DHS. DHS will give the PROVIDER instructions concerning the release of the data to the requesting party before the data is released.

Use of Information. The PROVIDER shall:

- Not use or further disclose protected information created, collected, received, stored, used, maintained, or disseminated in the course or performance of this Agreement other than as permitted or required by this Agreement or as required by law, either during the period of this Agreement or hereafter.
 - Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the protected information by its employees, subcontractors and agents other than as provided for by this Agreement. This includes, but is not limited to, having implemented administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic protected health information at rest and in transit that it creates, receives, maintains, or transmits on behalf of DHS.
- (a) Report to DHS any privacy or security incident regarding the information of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410. For purposes of this Agreement, "Security incident" means the attempted or successful unauthorized access, use, disclosure, modification,

or destruction of information or interference with system operations in an information system. "Privacy incident" means violation of the Minnesota Government Data Practices Act (MGDPA) and/or the HIPAA Privacy Rule (45 C.F.R. Part 164, Subpart E), including, but not limited to, improper and/or unauthorized use or disclosure of protected information, and incidents in which the confidentiality of the information maintained by it has been breached. This report must be in writing and sent to DHS not more than 7 days after learning of such non-permitted use or disclosure. Such a report will at least: (1) Identify the nature of the non-permitted use or disclosure; (2) Identify the PHI used or disclosed; (3) Identify who made the non-permitted use or disclosure and who received the non-permitted or violating disclosure; (4) Identify what corrective action was taken or will be taken to prevent further non-permitted uses or disclosures; (5) Identify what was done or will be done to mitigate any deleterious effect of the non-permitted use or disclosure; and (6) Provide such other information, including any written documentation, as DHS may reasonably request.

- (b) Consistent with this Agreement, and in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any agents (including contractors and subcontractors), analysts, and others that create, receive, maintain, or transmit protected health information on behalf of the business associate, enter into a business associate agreement with any subcontractors to agree in writing to be bound by the same restrictions, conditions, and requirements that apply to it with respect to such information.
- Document such disclosures of PHI and information related to such disclosures as would be required for DHS to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
 - Mitigate, to the extent practicable, any harmful effects known to it of a use, disclosure, or breach of security with respect to protected information by it in violation of this Agreement.
 - In accordance with HIPAA, upon obtaining knowledge of a breach or violation by a subcontractor, take appropriate steps to cure the breach or end the violation, and if such steps are unsuccessful, terminate the agreement.
 - Not use or disclose PHI in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by DHS.

Additional Business Associate Duties. To the extent the PROVIDER handles PHI in order to provide health care-related administrative services on behalf of DHS and is a "Business Associate" of DHS as defined by HIPAA, the PROVIDER further agrees to:

- (a) Make available PHI in accordance with 45 C.F.R. § 164.524.
- (b) Make available PHI for amendment and incorporate any amendments to PHI in accordance with 45 C.F.R. § 164.526.
- (c) Comply with the limited disclosure rules set forth in the HITECH Act, HIPAA, and the MGDPA. To the extent possible, disclosures should be in a limited data set, which is largely information with the patients' identifying information removed, "to the extent practicable." Pertinent identifiers include, name and social security number; street address, e-mail address, telephone and fax numbers; certificate/license numbers; vehicle identifiers and serial numbers; URLs and IP addresses; full face photos and

any other comparable images; or medical record numbers, health plan beneficiary numbers, and other account numbers. If a limited data set is not feasible, or does not meet the use or disclosure, minimum necessary should be applied. The collection, creation, use, maintenance, and disclosure of protected information shall be limited to "that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government." See, respectively, 45 C.F.R. §§ 164.514, 45 C.F.R. §§ 164.502(b) and 164.514(d), and Minn. Stat. § 13.05 subd. 3.

- (d) Make its internal practices, books, records, policies, procedures, and documentation relating to the use, disclosure, and/or security of PHI available to DHS and/or the Secretary of the United States Department of Health and Human Services (HHS) for purposes of determining compliance with the Privacy Rule and Security Standards, subject to attorney-client and other applicable legal privileges.
- (e) Comply with any and all other applicable provisions of the HIPAA Privacy Rule, Administrative, and Security Standards, including future amendments thereto. Develop written policies and procedures for safeguarding and securing PHI and complying with HIPAA and the HITECH Act, and other privacy laws. Designate a privacy official to be responsible for the development and implementation of its policies and procedures as required by 45 C.F.R. Part 164, Subpart E.
- (f) To the extent the PROVIDER is to carry out one or more of DHS' obligation(s) under Subpart E of 45 C.F.R. Part 164, comply with the requirements of Subpart E that apply to DHS in the performance of such obligation(s).

DHS Use of Information. DHS shall:

- (a) Only release information which it is authorized by law or regulation to share with the PROVIDER.
- (b) Obtain any required consents, authorizations, or other permissions that may be necessary for it to share information with the PROVIDER.
- (c) Notify the PROVIDER of limitations, restrictions, changes, or revocation of permission by an individual to use or disclose protected information, to the extent that such limitations, restrictions, changes or revocation may affect the PROVIDER's use or disclosure of protected information.
- (d) Not request the PROVIDER to use or disclose protected information in any manner that would not be permitted under law if done by DHS.

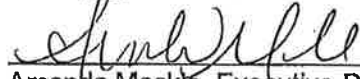
Disposition of Data upon Completion, Expiration, or Agreement Termination. Upon completion, expiration, or termination of this Agreement, the PROVIDER will return to DHS or destroy all protected information received or created on behalf of DHS for purposes associated with this Agreement. A written certification of destruction or return to Authorized Representative listed in 5.1 is required. The PROVIDER will retain no copies of such protected information, provided that if both parties agree that such return or destruction is not feasible, or if the PROVIDER is required by the applicable regulation, rule or statutory retention schedule to retain beyond the life of this Agreement, the PROVIDER will extend the protections of this Agreement to the protected information and refrain from further use or disclosure of such information, except for those purposes that make return or destruction infeasible, for as long as the PROVIDER maintains the information. Additional information

for destruction and handling is available in the DHS Information Security Policy, Policy numbers 3.7, and 2.19, found at <http://edocs.dhs.state.mn.us/lfsrver/Legacy/DHS-4683-ENG>.

Sanctions. In addition to acknowledging and accepting the terms set forth in VII. "Liability", relating to liability, the parties acknowledge that violation of the laws and protections described above could result in limitations being placed on future access to protected information, in investigation and imposition of sanctions by the U.S. Department of Health and Human Services, Office for Civil Rights, and/or in civil and criminal penalties.

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

FOR THE PROVIDER


Amanda Mackie, Executive Director
Minnesota Valley Action Council, Inc.

11/14/22
Date



Heather Gleason, Executive Director
South Central WorkForce Council

11-14-2022
Date

FOR THE COUNTY

By _____
County Board

Date _____

By 
Health and Human Services Director

Date 11/16/2022

Approved as to Legality, Form and Execution:

By _____
County Attorney

Date _____

EXHIBIT A CONDITIONS

The following represents the general operating guidelines for this Agreement. These guidelines will be reviewed throughout the Agreement period and adjusted as deemed necessary by joint agreement of the COUNTY and the PROVIDER.

1. Primary Service Provider(s): Minnesota Valley Action Council, Inc.
2. Contracting: The COUNTY will have one contract with Minnesota Valley Action Council (MVAC), fiscal agent for the South Central WorkForce Council. The South Central WorkForce Council and Minnesota Valley Action Council may sub-contract with additional providers for specific services as needed and as agreed upon in consultation with the COUNTY.
3. Administrative Responsibilities: The SC WorkForce Council will be responsible for contracting, fiscal and program monitoring, reports and oversight of service delivery to ensure compliance and performance. Minnesota Valley Action Council (Grant Recipient) will provide Fiscal and MIS services including processing client support service invoices, provider invoices, work experience payroll, invoicing COUNTY, fiscal reports and managing the area's Workforce One system including training, technical assistance and entry of support service payments.

Additional administration includes PROVIDER supervisor time related to the supervision and management of PROVIDER staff. The PROVIDER is also responsible for communication/coordination with the COUNTY, managing budgets at the program level and providing monthly expenditure and service reports.

4. Location of Services: Primarily, services will be delivered at the Minnesota Valley Action Council Nicollet County office. Services may be provided at additional locations as agreed upon between the PROVIDER and the COUNTY.
5. Services: All services will be delivered/implemented in accordance with the COUNTY Consolidated Plan (biennial service agreement), which is made a part of this Agreement by reference. The day to day management of the program and methods used to deliver services will be jointly agreed to by the COUNTY and the PROVIDER. In addition, the PROVIDER is accountable for all applicable COUNTY plans and all rules and regulations issued by the MN Department of Human Services (DHS), including all current and any future bulletins issued by DHS during the term of this Agreement and related to the delivery and proper implementation of program services. This includes, but is not limited to:
 - COUNTY Consolidated Plan and updates
 - DHS MFIP Employment Services Manual and updates
 - DHS/DEED SNAP E&T Manual and updates

The Primary Service Provider will be responsible for adequate staffing to deliver a comprehensive set of employment services designed to successfully assist program participants to transition from welfare to work. This may include, but is not limited to: orientation, assessment, development of employment plan, case management, job readiness classes, job search assistance, work experience, training and education services, support services, referrals and follow-up.

6. Funding: Funding will be for the period and amount identified on the Notice of Funds Available. Expenditures will not exceed funds available and will be within budget by line item as attached to the Notice of Funds Available. Any changes to the budget by line item must be approved by the COUNTY.

NOTICE OF FUNDS AVAILABLE 2023

COUNTY:

Nicollet County Health and Human Services
622 South Front Street
St. Peter, MN 56082-2106

Grant Agreement: CY 2023 Nicollet County

PROVIDER: Minnesota Valley Action Council, Inc.
706 N. Victory Drive
Mankato, MN 56001

Funding Summary

Title	Terms of Funds	CFDA #	Attachment(s)	Prior Level	Change	New Level
MFIP/DWP	01/01/23 - 12/31/23	93.558	Budget	\$0	\$325,421	\$325,421
TOTAL				\$0	\$325,421	\$325,421

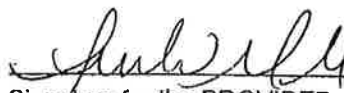
Signature for the COUNTY BOARD

DATED: _____



Signature for the COUNTY Human Service Director

DATED: 11/16/2022



Signature for the PROVIDER -MN Valley Action Council

DATED: 11/14/22



Signature for the South Central WorkForce Council

DATED: November 14, 2022

MFIP/DWP BUDGET
Grant Agreement #: CY 2023 Nicollet County

PROVIDER: MN Valley Action Council

PERIOD FUNDS AVAILABLE: January 1, 2023 to December 31, 2023

TOTAL FUNDS AVAILABLE: \$325,421

Total MFIP/DWP Administration: \$ 26,571

\$2,657 South Central WorkForce Council

\$10,629 Minnesota Valley Action Council –Fiscal and MIS Services

\$13,285 Minnesota Valley Action Council –Employment Services

Total MFIP/DWP Program: \$ 298,850

- \$257,850 Direct Program:
The direct costs of providing counseling, job search, job placement, job retention, program overview, interpreter costs and any other direct expenses including wages, benefits, staff travel, office, telephone, durable and non-durable supplies. Direct Program Client Services also includes supplies, materials, field trips, and other MFIP/DWP direct program client service supplies.
- \$ 41,000 Client Support Services:
Includes costs of employment-related expenses such as work tools, uniforms, safety shoes, trade licenses, interview clothing; transportation expenses including bus passes, cab fares, mileage, bus tickets, allocated expenses of a van pool or bus, auto purchase or lease, insurance, and repairs; client education, housing, child care and other work related expenses, including work experience.

Within the budget above, \$32,960 has been identified for enhanced program services. These funds will be used for enhanced program services including: interpreter services and collaboration with the MN Council of Churches, Area Adult Learning Cooperative (ABE), Tapestry Project and local transportation partners to address client needs and remove barriers to employment. Any enhanced program service outside of this scope will be approved by the County.

Nicollet County Board of Commissioners

Board Meeting Agenda Item



Agenda Item: 2022 Collections Policy Revision	
Primary Originating Division/Dept.: Health and Human Services Contact: C. Sassenberg Title: HHS Director Amount of Time Requested: 5 minutes Presenter: C. Sassenberg Title: HHS Director	Meeting Date: 11/22/2022 Item Type: Regular Agenda (Select One) Attachments: ☒ Yes ☐ No
County Strategy: Programs and Services - deliver value-added quality services (Select One)	
BACKGROUND/JUSTIFICATION: Effective August 1, 2022, Minnesota Statutes 260B.331, 260C.331, and 518A.43 were revised to no longer require counties to assign a parental fee and redirect the resources available to a child following a child's placement outside of the custodial home. Additional language was added to require the social services agency to determine whether or not the redirection of support and establishment of fees would be in the child's best interest due to the financial instability and related impacts that these redirections and fees have on reunification. Additionally, it is not cost effective for the county to collect using its current procedures. A statewide of Cost of Care Committee has formed and Nicollet County is participating. This committee will work to determine when it may be in the best interest of a child to initiate redirection/fee collection and how those funds should best be used. Nicollet County should consider making policy adjustments based on the recommendations of the workgroup.	
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) No	
Approved by County Attorney's Office: ☒ Yes ☐ No ☐ N/A	
ACTION REQUESTED: Approval of the attached, revised collections policy.	
FISCAL IMPACT: NOT in current budget (Select One) If "Other", specify:	FUNDING County Dollars = Other (Select One)
FTE IMPACT: Decrease FTE (Select One) If "Increase or "Decrease," specify:	Total:
Related Financial/FTE Comments: If using the revised policy, our Collections staff would decrease by 1 FTE by not refilling a vacancy. This would more than offset loss in funds collected.	

PPM Section Collections	
Page No.	1
Reviewed	
Effective	11/22/2022

OUT OF HOME PLACEMENTS

I. Purpose

- a. This policy sets out to define the parameters to be followed when determining the assignment of a parental fee, or the requirement to use income and resources attributable to the child, following a child's placement outside of the custodial home. This policy does not pertain to a child placed with a non-custodial parent or relative care taker.
- b. This policy was adopted following changes to Minn. Stat. §§ 260B.331, 260C.331, and 518A.43.

II. Policy

- a. Nicollet County Health and Human Services will not assess parental fees for out of home placements, nor will they require parents or custodians of the child to use income and resources attributable to the child for the period of care, due to the lack of determination that this collection or redirection would be in the best interest of the child.

III. Procedure for out of home placements:

- a. The case aide will collect the financial information for the removal home, including verification of any income or resources attributable to the child.
- b. The eligibility worker will make the IV-E determination.
- c. If IV-E eligible, the County will pursue federal reimbursement.

Nicollet County Board of Commissioners
Board Meeting Agenda Item



Agenda Item: Crime Victim Services--Year End Report					
Primary Originating Division/Dept.: County Attorney Contact: M. Zehnder Fischer Title: County Attorney Amount of Time Requested 5 minutes Presenter: M. Zehnder Fischer Title: County Attorney	Meeting Date: 11/22/2022 Item Type: (Select One) Regular Agenda				
Attachments: ☐ Yes ☒ No					
County Strategy: (Select One) Programs and Services - deliver value-added quality services					
BACKGROUND/JUSTIFICATION: Bonnie Petersen, Victim/Witness Coordinator, and the County Attorney will provide an update to the Board on the services provided to crime victims this grant year - October 1, 2021-September 30, 2022. The number of victims served each year has increased since the Victim/Witness Coordinator position became full-time and statistics have been recorded. The number of victims for each financial year since 2018 are: 2018 - 376 2019 - 389 2020 - 393 2021 - 415 2022 - 478					
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:					
<table style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> FISCAL IMPACT: No fiscal impact (Select One) If "Other", specify </td> <td style="width: 50%; vertical-align: top;"> FUNDING County Dollars = Other (Select One) </td> </tr> <tr> <td style="vertical-align: top;"> FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments: </td> <td style="vertical-align: top;"> Total </td> </tr> </table>		FISCAL IMPACT: No fiscal impact (Select One) If "Other", specify	FUNDING County Dollars = Other (Select One)	FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:	Total
FISCAL IMPACT: No fiscal impact (Select One) If "Other", specify	FUNDING County Dollars = Other (Select One)				
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:	Total				



NOVEMBER 8, 2022
OFFICIAL PROCEEDINGS OF THE
NICOLLET COUNTY DRAINAGE AUTHORITY

The Nicollet County Drainage Authority met in regular session on Tuesday, November 8, 2022 after the adjournment of the regular Board of Commissioners meeting. Commissioners Marie Dranttel, 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 Kolars and seconded by Commissioner Morrow 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. October 25, 2022 Drainage Authority Minutes

Motion carried with all voting in favor.

Public Appearances

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

Adjourn

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

Commissioner Dranttel adjourned the meeting at 9:20 a.m.

MARIE DRANTTEL, CHAIR
BOARD OF COMMISSIONERS

ATTEST:

MANDY LANDKAMER,
CLERK TO THE BOARD

Nicollet County Drainage
Authority Meeting
Agenda Item



Agenda Item:

Final Public Hearing for Redeterminations for CD 35A, CD65, CD71, and CD75

Primary Originating Division/Dept.: Public Services

Meeting Date: 11/22/2022

Contact: Jaci Kopet

Title: Public Services Manager

Item Type:
(Select One) Regular Agenda

Amount of Time Requested 30 minutes

Presenter: Jaci Kopet

Title: Public Services Manager

Attachments: ☒ Yes ☐ No

County Strategy:
(Select One)

Programs and Services - deliver value-added quality services

BACKGROUND/JUSTIFICATION:

At the 10:00 am public hearing, the final redetermination reports will be presented by the lead viewer, Mark Behrends for CD35A, CD65, CD71 and CD75

Copies of the draft redetermination reports were sent to all landowners prior to this public hearing and are attached to this file. The viewers will bring the final viewers reports to the meeting.

Mark Behrends, the lead viewer, will be in attendance to present the reports and answer any questions.

A meeting agenda will be provided at that hearing.

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:

Approval of the new benefits for said county ditches.

FISCAL IMPACT: Other
(Select One)

If "Other", specify

FUNDING

Drainage Authority Dollars =

Grant

(Select One)

FTE IMPACT: No FTE change
(Select One)

If "Increase or "Decrease" specify:

Total

Related Financial/FTE Comments:

NICOLLET COUNTY CD-35A REDETERMINATION OF BENEFITS OCTOBER 22, 2022 (DRAFT)

Name And Address Of Owner	Parcel Number	Description	Deeded Acres	Benefited Acres	Amount Benefited	% Of total Benefits	R.O.W. Grass Strip Easement Cropland Acres 100%	R.O.W. Grass Strip Easement Cropland Damages 100%	R.O.W. Grass Strip Easement Trees or NB Acres	R.O.W. Grass Strip Easement Trees or NB Damages	Access R.O.W. Easement Acres 5%	Access R.O.W. Easement Damages 5%	Total Easement Damages	Estimated Easement Assessment
							\$7,364		\$736		\$368		\$68,000	
LAKE PRAIRIE TWP EAST - SECTION 7							07-111-26							
HEMINGWAY, PATRICK TRUST PO BOX 4097 MANKATO, MN 56002	07.107.0200	SW1/4 NW1/4 BORDER FRACTION	35.00	14.40	\$13,632	1.2329%								\$838
HEMINGWAY, PATRICK TRUST PO BOX 4097 MANKATO, MN 56002	07.107.0200	NW1/4 SW1/4 BORDER FRACTION	35.00	20.90	\$20,008	1.8095%								\$1,230
CHILMAN, RICHARD M & CHRISTINE D GOOD 225 INNER DR LE SUEUR, MN 56058	07.107.0500	NE1/4 SW1/4 EX 2.3 AC BORDER	37.70	1.46	\$855	0.0773%								\$53
CHILMAN, RICHARD M & CHRISTINE D GOOD 225 INNER DR LE SUEUR, MN 56058	07.107.0500	SW1/4 SW1/4 BORDER FRACTION	35.00	32.20	\$30,719	2.7781%								\$1,889
CHILMAN, RICHARD M & CHRISTINE D GOOD 225 INNER DR LE SUEUR, MN 56058	07.107.0500	SE1/4 SW1/4 EX 13.5 AC BORDER	26.50	19.90	\$16,482	1.4906%	0.51	\$3,756			1.81	\$666	\$4,422	\$1,014
BRIGGS JR, DANIEL B & CHERYL M BRIGGS 35590 COUNTY ROAD 20 SAINT PETER, MN 56082	07.107.0505	SE1/4 SW1/4 8.18 AC IN	8.18	6.67	\$1,780	0.1609%			0.34	\$250			\$250	\$109
GENELIN, CARRIE A 33866 348TH ST LE SUEUR, MN 56058	07.107.0510	SE1/4 SW1/4 5.05 AC IN	5.05	4.53	\$2,734	0.2472%	0.17	\$1,252			0.60	\$221	\$1,473	\$168
LAKE PRAIRIE TWP EAST - SECTION 18							18-111-26							
POWERS FAMILY TRUST 608 PARKVIEW CT N HUDSON, WI 54016	07.118.0100	SW1/4 NW1/4 EX 1.0 AC BORDER FRACTION	32.87	8.41	\$5,465	0.4942%								\$336
POWERS FAMILY TRUST 608 PARKVIEW CT N HUDSON WI 54016	07.118.0100	SE1/4 NW1/4 BORDER	40.00	19.28	\$14,732	1.3323%								\$906
WENNER, CHARLES & DONALD UNDERWOOD JR 39004 COUNTY ROAD 15 SAINT PETER, MN 56082	07.118.0200	NW1/4 NW1/4 FRACTION	32.88	30.09	\$40,796	3.6895%	0.79	\$5,818			2.79	\$1,027	\$6,844	\$2,509
Annexstad Brett R & Katherine M Annexstad 38841 413th Ave Saint Peter MN 56082	07.118.0200	NE1/4 NW1/4 EX 6.8 AC	33.20	31.02	\$35,660	3.2250%	0.50	\$3,682			1.77	\$651	\$4,333	\$2,193
JAEGER, SCOTT & AMANDA JAEGER 36572 358TH ST SAINT PETER, MN 56082	07.118.0300	NE1/4 NW1/4 6.8 AC IN	6.80	5.70	\$1,570	0.1420%								\$97
LAKE PRAIRIE TWP WEST - SECTION 1							01-111-27							
REGENSCHIED GLEN J REVOCABLE TRUST 38078 356TH ST SAINT PETER MN 56082	07.001.0505	SW1/4 SW1/4 BORDER EXC 1.95	38.05	18.00	\$14,221	1.2861%								\$875
REGENSCHIED GLEN J REVOCABLE TRUST 38078 356TH ST SAINT PETER MN 56082	07.001.0505	SW1/4 SW1/4 BORDER EXC 1.95 TILED IN	38.05	20.05	\$7,451	0.6739%								\$458
REGENSCHIED GLEN J REVOCABLE TRUST 38078 356TH ST SAINT PETER MN 56082	07.002.0720	SW1/4 SW1/4 BORDER .83 AC IN	0.83	0.43	\$0	0.0000%								\$0

NICOLLET COUNTY CD-35A REDETERMINATION OF BENEFITS OCTOBER 22, 2022 (DRAFT)

Name And Address Of Owner	Parcel Number	Description	Deeded Acres	Benefitted Acres	Amount Benefitted	% Of total Benefits	R.O.W. Grass Strip Easement Cropland Acres	R.O.W. Grass Strip Easement Cropland Damages 100%	R.O.W. Grass Strip Easement Trees or NB Acres	R.O.W. Grass Strip Easement Trees or NB Damages	Access R.O.W. Easement Acres 5%	Access R.O.W. Easement Damages 5%	Total Easement Damages	Estimated Easement Assessment
LAKE PRAIRIE TWP WEST - SECTION 2		02-111-27												
REGENSCHIED GLEN J REVOCABLE TRUST 38078 356TH ST SAINT PETER MN 56082	07.002.0710	SE1/4 SE1/4 BORDER 11.03 AC IN	11.03	2.90	\$2,166	0.1959%								\$133
LAKE PRAIRIE TWP WEST - SECTION 11		11-111-27												
REGENSCHIED, RONALD E REVOCABLE TRUST & STEPHANIE A REGENSCHIED REVOCABLE TRUST 35724 375TH AVE. SAINT PETER, MN 56082	07.011.0500	SW1/4 NE1/4 BORDER	40.00	8.41	\$7,103	0.6424%								\$437
REGENSCHIED, RONALD E REVOCABLE TRUST & STEPHANIE A REGENSCHIED REVOCABLE TRUST 35724 375TH AVE. SAINT PETER, MN 56082	07.011.0605	NE1/4 NE1/4 BORDER EXC 1 AC	39.00	25.80	\$19,140	1.7309%								\$1,177
REGENSCHIED, RONALD E REVOCABLE TRUST & STEPHANIE A REGENSCHIED REVOCABLE TRUST 35724 375TH AVE. SAINT PETER, MN 56082	07.011.0605	SE1/4 NE1/4 EXC 1 AC	39.00	37.52	\$34,686	3.1369%								\$2,133
REGENSCHIED, RONALD E REVOCABLE TRUST & STEPHANIE A REGENSCHIED REVOCABLE TRUST 35724 375TH AVE. SAINT PETER, MN 56082	07.011.0610	NE1/4 NE1/4 1 AC IN	1.00	1.00	\$843	0.0763%								\$52
REGENSCHIED, RONALD E REVOCABLE TRUST & STEPHANIE A REGENSCHIED REVOCABLE TRUST 35724 375TH AVE. SAINT PETER, MN 56082	07.011.0610	SE1/4 NE1/4 1 AC IN	1.00	1.00	\$949	0.0858%								\$58
WILLAERT, JEROME P 840 RAILROAD AVE. GAYLORD, MN 55334	07.011.0700	NE1/4 SE1/4 BORDER 15 AC IN	15.00	6.39	\$3,579	0.3236%								\$220
WILLAERT, JEROME P 840 RAILROAD AVE. GAYLORD, MN 55334	07.011.0710	NE1/4 SE1/4 BORDER 10 AC IN	10.00	3.00	\$1,908	0.1726%								\$117
WILLAERT, JEROME P 840 RAILROAD AVE. GAYLORD, MN 55334	07.011.0740	NE1/4 SE1/4 BORDER 15 AC IN	15.00	5.45	\$3,466	0.3135%								\$213
REGENSCHIED, RONALD E REVOCABLE TRUST & STEPHANIE A REGENSCHIED REVOCABLE TRUST 35724 375TH AVE. SAINT PETER, MN 56082	07.011.0805	SE1/4 SE1/4 BORDER EXC 5.81 AC	34.19	22.03	\$13,810	1.2489%								\$849
REGENSCHIED, RONALD E REVOCABLE TRUST & STEPHANIE A REGENSCHIED REVOCABLE TRUST 35724 375TH AVE. SAINT PETER, MN 56082	07.011.0805	SE1/4 SE1/4 BORDER EXC 5.81 AC TILED IN	34.19	8.00	\$1,957	0.1770%								\$120
REGENSCHIED, RONALD E REVOCABLE TRUST & STEPHANIE A REGENSCHIED REVOCABLE TRUST 35724 375TH AVE. SAINT PETER, MN 56082	07.014.0310	SE1/4 SE1/4 BORDER 5.81 AC IN	5.81	3.90	\$2,285	0.2066%								\$141
LAKE PRAIRIE TWP WEST - SECTION 12		12-111-27												
PETERSON, PAMELA A TRUST AGREEMENT 2319 WESTON PLACE SW ROCHESTER, MN 55902	07.012.0100	NW1/4 NW1/4	40.00	40.00	\$38,160	3.4510%								\$2,347

NICOLLET COUNTY CD-35A REDETERMINATION OF BENEFITS OCTOBER 22, 2022 (DRAFT)

Name And Address Of Owner	Parcel Number	Description	Deeded Acres	Benefited Acres	Amount Benefited	% Of total Benefits	R.O.W. Grass Strip Easement Cropland Acres 100%	R.O.W. Grass Strip Easement Cropland Damages 100%	R.O.W. Grass Strip Easement Trees or NB Acres	R.O.W. Grass Strip Easement Trees or NB Damages	Access R.O.W. Easement Acres 5%	Access R.O.W. Easement Damages 5%	Total Easement Damages	Estimated Easement Assessment
PETERSON, PAMELA A TRUST AGREEMENT 2319 WESTON PLACE SW ROCHESTER, MN 55902	07.012.0100	NE1/4 NW1/4 BORDER	40.00	15.10	\$14,405	1.3028%								\$886
PETERSON, PAMELA A TRUST AGREEMENT 2319 WESTON PLACE SW ROCHESTER, MN 55902	07.012.0100	NE1/4 NW1/4 BORDER TILED IN	40.00	24.90	\$10,410	0.9415%								\$640
PETERSON, PAMELA A TRUST AGREEMENT 2319 WESTON PLACE SW ROCHESTER, MN 55902	07.012.0100	SW1/4 NW1/4	40.00	37.48	\$41,741	3.7749%	0.50	\$3,682			1.77	\$651	\$4,333	\$2,567
PETERSON, PAMELA A TRUST AGREEMENT 2319 WESTON PLACE SW ROCHESTER, MN 55902	07.012.0100	SE1/4 NW1/4 BORDER	40.00	30.35	\$33,990	3.0739%	0.50	\$3,682			1.77	\$651	\$4,333	\$2,090
PETERSON, PAMELA A TRUST AGREEMENT 2319 WESTON PLACE SW ROCHESTER, MN 55902	07.012.0100	SE1/4 NW1/4 BORDER TILED IN	40.00	6.13	\$3,636	0.3288%								\$224
Flesner Timothy P & Dianne Williams 9708 Palmer Rd Bloomington MN 55437	07.012.0300	NE1/4 NE1/4 6.47 AC IN	6.47	6.04	\$1,387	0.1254%								\$85
REGENSCHEID GLEN J REVOCABLE TRUST 38078 356TH ST SAINT PETER MN 56082	07.012.0305	SE1/4 NE1/4 EXC 11.46 AC	28.54	28.20	\$31,392	2.8390%								\$1,930
REGENSCHEID GLEN J REVOCABLE TRUST 38078 356TH ST SAINT PETER MN 56082	07.012.0305	NE1/4 SE1/4	40.00	39.23	\$45,763	4.1387%	0.48	\$3,535			1.71	\$629	\$4,164	\$2,814
Flesner Timothy P & Dianne Williams 9708 Palmer Rd Bloomington MN 55437	07.012.0310	NE1/4 NE1/4 4.99 AC IN	4.99	4.74	\$888	0.0803%								\$55
REGENSCHEID, RONALD E REVOCABLE TRUST & STEPHANIE A REGENSCHEID REVOCABLE TRUST 35724 375TH AVE. SAINT PETER, MN 56082	07.012.0405	SW1/4 SW1/4 EXC .29 AC	39.71	37.36	\$29,993	2.7124%								\$1,844
WELTER, PETER & KAMI 37829 356TH ST. SAINT PETER, MN 56082	07.012.0500	NE1/4 SW1/4 4.56 AC IN	4.56	4.17	\$2,798	0.2531%								\$172
WELTER FAMILY IRREVOCABLE TRUST 37795 356TH ST. SAINT PETER, MN 56082-4441	07.012.0505	SW1/4 NE1/4	40.00	37.16	\$39,212	3.5462%	0.56	\$4,124			1.96	\$721	\$4,845	\$2,411
WELTER FAMILY IRREVOCABLE TRUST 37795 356TH ST. SAINT PETER, MN 56082-4441	07.012.0505	NW1/4 SW1/4	40.00	38.02	\$29,007	2.6233%								\$1,784
WELTER FAMILY IRREVOCABLE TRUST 37795 356TH ST. SAINT PETER, MN 56082-4441	07.012.0510	NE1/4 SW1/4 2.5 AC IN	2.50	2.29	\$1,896	0.1715%								\$117
WELTER FAMILY IRREVOCABLE TRUST 37795 356TH ST. SAINT PETER, MN 56082-4441	07.012.0515	NE1/4 SW1/4 EXC 7.51 AC	32.49	32.09	\$29,587	2.6757%								\$1,819
WELTER FAMILY IRREVOCABLE TRUST 37795 356TH ST. SAINT PETER, MN 56082-4441	07.012.0515	NW1/4 SE1/4	40.00	38.59	\$39,805	3.5998%	0.93	\$6,849			3.29	\$1,211	\$8,059	\$2,448
REGENSCHEID, RONALD E REVOCABLE TRUST & STEPHANIE A REGENSCHEID REVOCABLE TRUST 35724 375TH AVE. SAINT PETER, MN 56082	07.012.0600	SE1/4 SW1/4	40.00	40.00	\$38,609	3.4916%								\$2,374
REGENSCHEID, RONALD E REVOCABLE TRUST & STEPHANIE A REGENSCHEID REVOCABLE TRUST 35724 375TH AVE. SAINT PETER, MN 56082	07.012.0600	SW1/4 SE1/4	40.00	39.24	\$46,286	4.1859%	0.50	\$3,682			1.77	\$651	\$4,333	\$2,846

NICOLLET COUNTY CD-35A REDETERMINATION OF BENEFITS OCTOBER 22, 2022 (DRAFT)

Name And Address Of Owner	Parcel Number	Description	Deeded Acres	Benefited Acres	Amount Benefited	% Of total Benefits	R.O.W. Grass Strip Easement Cropland 100%	R.O.W. Grass Strip Easement Cropland Damages 100%	R.O.W. Grass Strip Easement Trees or NB Acres	R.O.W. Grass Strip Easement Trees or NB Damages	Access R.O.W. Easement Acres 5%	Access R.O.W. Easement Damages 5%	Total Easement Damages	Estimated Easement Assessment
REGENSCHEID GLEN J REVOCABLE TRUST 38078 356TH ST SAINT PETER MN 56082	07.012.0700	SE1/4 SE1/4	40.00	39.24	\$47,454	4.2915%	0.50	\$3,682			1.77	\$651	\$4,333	\$2,918
REGENSCHEID, RONALD E REVOCABLE TRUST & STEPHANIE A REGENSCHEID REVOCABLE TRUST 35724 375TH AVE. SAINT PETER, MN 56082	07.014.0310	SW1/4 NW1/4 29 AC IN SECT 12	0.29	0.26	\$164	0.0149%								\$10
LAKE PRAIRIE TWP WEST - SECTION 13 13-111-27														
PAMA FARMS, LLC 40343 391ST ST. SAINT PETER, MN 56082	07.013.0100	NW1/4 NW1/4	40.00	36.27	\$26,013	2.3525%								\$1,600
HERBERG, STEVEN R & MARK W HERBERG 38836 STATE HIGHWAY 22 SAINT PETER, MN 56082	07.013.0200	NE1/4 NW1/4	40.00	39.00	\$37,485	3.3900%								\$2,305
HERBERG, STEVEN R & MARK W HERBERG 38836 STATE HIGHWAY 22 SAINT PETER, MN 56082	07.013.0300	SW1/4 NW1/4 BORDER	40.00	30.89	\$16,029	1.4496%								\$986
HERBERG, STEVEN R & MARK W HERBERG 38836 STATE HIGHWAY 22 SAINT PETER, MN 56082	07.013.0300	SE1/4 NW1/4 BORDER	40.00	33.19	\$22,135	2.0018%								\$1,361
HERBERG, STEVEN R & MARK W HERBERG 38836 STATE HIGHWAY 22 SAINT PETER, MN 56082	07.013.0300	SW1/4 NE1/4 BORDER 10 AC IN	10.00	4.65	\$3,539	0.3200%								\$218
HERBERG, STEVEN R & MARK W HERBERG 38836 STATE HIGHWAY 22 SAINT PETER, MN 56082	07.013.0400	NW1/4 NE1/4	40.00	38.73	\$36,856	3.3331%	0.18	\$1,326			0.62	\$228	\$1,554	\$2,267
HERBERG, STEVEN R & MARK W HERBERG 38836 STATE HIGHWAY 22 SAINT PETER, MN 56082	07.013.0400	NE1/4 NE1/4 EXC 6.88 AC	33.12	30.92	\$34,466	3.1170%	1.18	\$8,690			4.16	\$1,531	\$10,220	\$2,120
HERBERG, STEVEN R & MARK W HERBERG 38836 STATE HIGHWAY 22 SAINT PETER, MN 56082	07.013.0405	SW1/4 NE1/4 BORDER EXC 10 AC	30.00	22.55	\$18,136	1.6401%								\$1,115
HERBERG, STEVEN R & MARK W HERBERG 38836 STATE HIGHWAY 22 SAINT PETER, MN 56082	07.013.0405	SE1/4 NE1/4 BORDER	40.00	28.10	\$27,011	2.4428%								\$1,661
ERNSTING, SCOTT & LAUREL STRAND 37160 358TH ST. SAINT PETER, MN 56082	07.013.0410	NE1/4 NE1/4 3.5 AC IN	3.50	3.20	\$1,054	0.0953%								\$65
Koller Christopher & Andrea Koller 35194 351st Ln Le Sueur MN 56058	07.013.0415	NE1/4 NE1/4 3.38 AC IN	3.38	3.08	\$2,944	0.2662%								\$181
BORN, DANIEL J & ERIN J BORN 37089 358TH ST. SAINT PETER, MN 56082	07.013.0600	NW1/4 SE1/4 BORDER 11.53 AC IN	11.53	6.73	\$738	0.0667%								\$45
FIXSEN, ELLEN S LIVING TRUST 317 PLUM RUN LE SEUER, MN 56058	07.013.0605	NE1/4 SW1/4 BORDER	40.00	0.60	\$445	0.0403%								\$27
FIXSEN, ELLEN S LIVING TRUST 317 PLUM RUN LE SEUER, MN 56058	07.013.0605	NW1/4 SE1/4 BORDER	40.00	1.20	\$617	0.0558%								\$38
FIXSEN, ELLEN S LIVING TRUST 317 PLUM RUN LE SEUER, MN 56058	07.013.0605	NE1/4 SE1/4 BORDER EXC 11.03 AC	28.97	4.70	\$2,666	0.2411%								\$164

NICOLLET COUNTY CD-35A REDETERMINATION OF BENEFITS OCTOBER 22, 2022 (DRAFT)

Name And Address Of Owner	Parcel Number	Description	Deeded Acres	Benefited Acres	Amount Benefited	% Of total Benefits	R.O.W. Grass Strip Easement Cropland Acres 100%	R.O.W. Grass Strip Easement Cropland Damages 100%	R.O.W. Grass Strip Easement Trees or NB Acres	R.O.W. Grass Strip Easement Trees or NB Damages	Access R.O.W. Easement Acres 5%	Access R.O.W. Easement Damages 5%	Total Easement Damages	Estimated Easement Assessment
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LAKE PRAIRIE TWP WEST - SECTION 14

14-111-27

REGENSCHIED, RONALD E REVOCABLE TRUST & STEPHANIE A REGENSCHIED REVOCABLE TRUST 35724 375TH AVE. SAINT PETER, MN 56082	07.014.0305	NE1/4 NE1/4 BORDER EXC. 5.53 AC	34.47	18.53	\$9,821	0.8882%								\$604
REGENSCHIED, RONALD E REVOCABLE TRUST & STEPHANIE A REGENSCHIED REVOCABLE TRUST 35724 375TH AVE. SAINT PETER, MN 56082	07.014.0305	NE1/4 NE1/4 BORDER EXC 5.53 AC TILED IN	34.47	8.00	\$1,631	0.1475%								\$100
REGENSCHIED, RONALD E REVOCABLE TRUST & STEPHANIE A REGENSCHIED REVOCABLE TRUST 35724 375TH AVE. SAINT PETER, MN 56082	07.014.0310	NE1/4 NE1/4 BORDER 5.53 AC IN	5.53	4.53	\$1,339	0.1211%								\$82
WILLAERT, JOHN H 38199 358TH ST. SAINT PETER, MN 56082	07.014.0400	SE1/4 NE1/4 BORDER	40.00	7.96	\$3,290	0.2975%								\$202

LAND TOTAL

1,221.86 \$1,070,796 96.8386% 7.30 \$53,757 0.34 \$250 25.79 \$9,491 \$63,498 \$65,850

ROADS

NICOLLET COUNTY ATTN: PUBLIC SERVICES DEPT 501 S MINNESOTA AVE ST PETER, MN 56082	COUNTY ROAD 20 PAVED			4.85	\$6,465	0.5847%								\$398
NICOLLET COUNTY ATTN: PUBLIC SERVICES DEPT 501 S MINNESOTA AVE ST PETER, MN 56082	COUNTY ROAD 18 356TH ST GRAVEL			9.95	\$8,846	0.8000%								\$544
NICOLLET COUNTY ATTN: PUBLIC SERVICES DEPT 501 S MINNESOTA AVE ST PETER, MN 56082	COUNTY ROAD 18 375TH AVE. GRAVEL			10.20	\$9,068	0.8201%								\$558
KAREN BRANCAMP-CLERK 33952 348TH ST. LE SUEUR, MN 56058	358TH ST GRAVEL			11.90	\$10,579	0.9567%								\$651

ROAD TOTAL

36.90 \$34,958 3.1614% \$2,150

LAND AND ROAD TOTAL

1,258.76 \$1,105,754 100.0000% \$68,000

NICOLLET COUNTY CD-65 REDETERMINATION OF BENEFITS OCTOBER 22, 2022 (DRAFT)

Name And Address Of Owner	Parcel Number	Description	Deeded Acres	Benefited Acres	Amount Benefited	% Of total Benefits	R.O.W. Grass Strip Easement Trees or N.B. Acres 10%	R.O.W. Grass Strip Easement Trees or N.B. Damages 10%	Access R.O.W. Easement Acres 5%	Access R.O.W. Easement Damages 5%	Total Easement Damages	Estimated Easement Assessment
LAKE PRAIRE TOWNSHIP W - SECTION 24								\$736		\$368		\$5,000
24-111-027												
RYAN, EILEEN M 37638 375TH AVE. SAINT PETER, MN 56082	07.024.0505	NE1/4 SW1/4 EXC. 6.77 AC BORDER	33.23	1.07	\$476	0.1111%						\$6
RYAN, EILEEN M 37638 375TH AVE. SAINT PETER, MN 56082	07.024.0505	SW1/4 SW1/4 BORDER	40.00	8.10	\$3,430	0.8004%						\$40
RYAN, EILEEN M 37638 375TH AVE. SAINT PETER, MN 56082	07.024.0505	SE1/4 SW1/4 BORDER	40.00	34.74	\$17,683	4.1258%						\$206
RYAN, EILEEN M 37638 375TH AVE. SAINT PETER, MN 56082	07.024.0505	NE1/4 SE1/4 BORDER	40.00	21.91	\$9,089	2.1207%	0.51	\$375	2.10	\$773	\$1,148	\$106
HIGH POINT FARMS LLC 6216 SHAMROCK DR. MADISON LAKE, MN 56063	07.024.0600	SW1/4 SE1/4	40.00	37.79	\$17,795	4.1518%						\$208
HIGH POINT FARMS LLC 6216 SHAMROCK DR. MADISON LAKE, MN 56063	07.024.0700	NE1/4 SE1/4 BORDER	40.00	17.20	\$426	0.0994%						\$5
HIGH POINT FARMS LLC 6216 SHAMROCK DR. MADISON LAKE, MN 56063	07.024.0700	SE1/4 SE1/4 BORDER	40.00	25.20	\$686	0.1600%						\$8
LAKE PRAIRE TOWNSHIP W - SECTION 25												
25-111-027												
GOSTOMCZIK, STEVEN P 524 9TH ST. SAINT PETER, MN 56082	07.025.0100	NW1/4 NW1/4 BORDER	40.00	9.10	\$2,252	0.5255%						\$26
GOSTOMCZIK, STEVEN P 524 9TH ST. SAINT PETER, MN 56082	07.025.0100	NE1/4 NW1/4 BORDER	40.00	38.79	\$13,194	3.0785%						\$154
GOSTOMCZIK, STEVEN P 524 9TH ST. SAINT PETER, MN 56082	07.025.0100	SW1/4 NW1/4 BORDER	40.00	31.20	\$7,624	1.7788%						\$89
GOSTOMCZIK, STEVEN P 524 9TH ST. SAINT PETER, MN 56082	07.025.0100	SE1/4 NW1/4	40.00	38.90	\$14,666	3.4219%						\$171
GOSTOMCZIK, STEVEN P BONNIE L GOSTOMCZIK 524 9TH ST. SAINT PETER, MN 56082	07.025.0200	NW1/4 NE1/4	40.00	37.79	\$1,123	0.2621%						\$13
GOSTOMCZIK, STEVEN P BONNIE L GOSTOMCZIK 524 9TH ST. SAINT PETER, MN 56082	07.025.0200	NE1/4 NE1/4 BORDER	40.00	26.90	\$666	0.1555%						\$8
GOSTOMCZIK, STEVEN P BONNIE L GOSTOMCZIK 524 9TH ST. SAINT PETER, MN 56082	07.025.0300	SW1/4 NE1/4 EXC 5.74 AC	40.00	32.94	\$6,876	1.6043%						\$80
GOSTOMCZIK, STEVEN P BONNIE L GOSTOMCZIK 524 9TH ST. SAINT PETER, MN 56082	07.025.0300	SE1/4 NE1/4	40.00	40.00	\$1,184	0.2764%						\$14

NICOLLET COUNTY CD-65 REDETERMINATION OF BENEFITS OCTOBER 22, 2022 (DRAFT)

Name And Address Of Owner	Parcel Number	Description	Deeded Acres	Benefited Acres	Amount Benefited	% Of total Benefits	R.O.W. Grass Strip Easement Trees or N.B. Acres 10%	R.O.W. Grass Strip Easement Trees or N.B. Damages 10%	Access R.O.W. Easement Acres 5%	Access R.O.W. Easement Damages 5%	Total Easement Damages	Estimated Easement Assessment
HENTGES, LAQUETTA B REVOCABLE TRUST 38337 375TH AVE. SAINT PETER, MN 56082	07.025.0305	SW1/4 NE1/4 5.74 AC IN	5.74	5.74	\$569	0.1327%						\$7
CONLON,MARY ROSE REVOCABLE TRUST 39954 STATE HWT 22 SAINT PETER, MN 56082	07.025.0400	NW1/4 SW1/4 BORDER	40.00	38.20	\$16,202	3.7803%						\$189
CONLON,MARY ROSE REVOCABLE TRUST 39954 STATE HWY 22 SAINT PETER, MN 56082	07.025.0400	SW1/4 SW1/4	40.00	39.76	\$923	0.2153%						\$11
JACYL PARTNERSHIP LLP 6216 SHAMROCK DR. MADISION LAKE, MN 56063	07.025.0500	S1/2 SE1/4 SW1/4	20.00	20.00	\$697	0.1625%						\$8
JACYL PARTNERSHIP LLP 6216 SHAMROCK DR. MADISION LAKE, MN 56063	07.025.0500	S1/2 SW1/4 SE1/4	20.00	18.75	\$472	0.1101%						\$6
OSBORNE FAMILY TRUST 36453 235TH AVE LE CENTER MN 56057	07.025.0600	NE1/4 SW1/4	40.00	40.00	\$17,569	4.0993%						\$205
OSBORNE FAMILY TRUST 36453 235TH AVE LE CENTER MN 56057	07.025.0600	N1/2 SE1/4 SW1/4	20.00	20.00	\$766	0.1787%						\$9
OSBORNE FAMILY TRUST 36453 235TH AVE LE CENTER MN 56057	07.025.0600	NW1/4 SE1/4	40.00	37.36	\$11,274	2.6304%						\$132
OSBORNE FAMILY TRUST 36453 235TH AVE LE CENTER MN 56057	07.025.0600	NE1/4 SE1/4	40.00	40.00	\$8,029	1.8733%						\$94
OSBORNE FAMILY TRUST 36453 235TH AVE LE CENTER MN 56057	07.025.0600	N1/2 SW1/4 SE1/4	20.00	18.71	\$4,084	0.9529%						\$48
JACYL PARTNERSHIP LLP 6216 SHAMROCK DR. MADISION LAKE, MN 56063	07.025.0700	SE1/4 SE1/4 BORDER	40.00	39.00	\$1,117	0.2607%						\$13
LAKE PRAIRE TOWNSHIP W - SECTION 26 26-111-027												
LAKE PRAIRE (TOWN OF) 33901 384TH ST. LE SUEUR, MN 56058	07.026.0801	SE1/4 SE1/4 1.25 AC IN	1.25	1.11	\$52	0.0120%						\$1
TOWN HALL FARMS LLP 40018 STATE HIGHWAY 22 SAINT PETER, MN 56082	07.026.0815	SE1/4 SE1/4 10.5 AC IN BORDER	10.50	3.29	\$308	0.0719%						\$4
CONLON,MARY ROSE REVOCABLE TRUST 39954 STATE HWY 22 SAINT PETER, MN 56082	07.026.0820	SE1/4 SE1/4 19.2 AC IN BORDER	19.20	2.43	\$214	0.0499%						\$2
LAKE PRAIRE TOWNSHIP W - SECTION 36 36-111-027												
HERBERG, WILLIAM & IRENE FAMILY LLC 37961 391ST AVE. SAINT PETER, MN 56082	07.036.0100	NW1/4 NW1/4 BORDER	40.00	12.64	\$5,389	1.2573%						\$63
JACYL PARTNERSHIP LLP 6216 SHAMROCK DR. MADISION LAKE, MN 56063	07.036.0200	NE1/4 NW1/4 EXC 14.5 AC	25.50	23.66	\$696	0.1623%						\$8
JACYL PARTNERSHIP LLP 6216 SHAMROCK DR. MADISION LAKE, MN 56063	07.036.0200	NW1/4 NE1/4 EXC 7088 AC	32.12	31.28	\$838	0.1955%						\$10

NICOLLET COUNTY CD-65 REDETERMINATION OF BENEFITS OCTOBER 22, 2022 (DRAFT)

Name And Address Of Owner	Parcel Number	Description	Deeded Acres	Benefited Acres	Amount Benefited	% Of total Benefits	R.O.W. Grass Strip Easement Trees or N.B. Acres 10%	R.O.W. Grass Strip Easement Trees or N.B. Damages 10%	Access R.O.W. Easement Acres 5%	Access R.O.W. Easement Damages 5%	Total Easement Damages	Estimated Easement Assessment
MILLER, DENNIS M & JULIE L MILLER 36526 410TH ST. SAINT PETER, MN 56082	07.036.0300	NE1/4 NW1/4 14.5 AC IN	14.50	12.65	\$362	0.0845%						\$4
MILLER, DENNIS M & JULIE L MILLER 36526 410TH ST. SAINT PETER, MN 56082	07.036.0300	SE1/4 NW1/4 EXC 3.78 AC	36.22	35.49	\$960	0.2240%						\$11
MILLER, DENNIS M 36526 410TH ST SAINT PETER MN 56082	07.036.0350	SE1/4 NW1/4 3.78 AC IN	3.78	3.19	\$115	0.0268%						\$1
RUSTMAN, RICHARD L & JUDITH A RUSTMAN 39321 STATE HIGHWAY 22 SAINT PETER, MN 56082	07.036.0400	NW1/4 NE1/4 2.72 AC IN	2.72	2.72	\$126	0.0295%						\$1
JACYL PARTNERSHIP LLP 6216 SHAMROCK DR. MADISON LAKE, MN 56063	07.036.0500	NE1/4 NE1/4 5.15 AC IN	5.15	4.47	\$274	0.0640%						\$3
YESKE, LORI J 39109 375TH AVE SAINT PETER, MN 56082	07.036.0505	NE1/4 NE1/4 2.52 AC IN	2.52	2.12	\$208	0.0485%						\$2
JACYL PARTNERSHIP LLP 6216 SHAMROCK DR. MADISON LAKE, MN 56063	07.036.0510	NE1/4 NE1/4 EXC 7.67	32.33	31.22	\$732	0.1707%						\$9
JACYL PARTNERSHIP LLP 6216 SHAMROCK DR. MADISON LAKE, MN 56063	07.036.0510	SE1/4 NE1/4	40.00	38.79	\$1,032	0.2407%						\$12
JACYL LLP 6216 SHAMROCK DR. MADISON LAKE, MN 56063	07.036.0515	NW1/4 NE1/4 5.14 AC IN	5.14	4.91	\$132	0.0307%						\$2
JACYL PARTNERSHIP LLP 6216 SHAMROCK DR. MADISON LAKE, MN 56063	07.036.0515	SW1/4 NE1/4 EXC. 17.56	22.46	19.28	\$515	0.1202%						\$6
MILLER, FRED W & JOAN R REV TRUST 39536 HIGHWAY 22 SAINT PETER, MN 56082	07.036.0520	SW1/4 NE1/4 17.56 AC IN	17.56	14.75	\$371	0.0866%						\$4
WENNER RUTH FAMILY SHARE TRUST 41923 387TH AVE SAINT PETER MN 56082	07.036.0600	SE1/4 SW1/4 BORDER	40.00	0.90	\$380	0.0885%						\$4
BIRR, LOUIS F & DIANE G BIRR 33802 480TH ST. KASOTA, MN 56050	07.036.0700	NE1/4 SW1/4 2.6 AC IN BORDER	2.60	1.89	\$97	0.0226%						\$1
BIRR, LOUIS F & DIANE G BIRR 33802 480TH ST. KASOTA, MN 56050	07.036.0800	SW1/4 NW1/4 BORDER	40.00	5.80	\$1,835	0.4281%						\$21
BIRR, LOUIS F & DIANE G BIRR 33802 480TH ST. KASOTA, MN 56050	07.036.0800	NE1/4 SW1/4 EXC 2.58 AC BORDER	37.42	29.16	\$13,578	3.1681%						\$158
JACYL PARTNERSHIP LLP 6216 SHAMROCK DR. MADISON LAKE, MN 56063	07.036.0905	NE1/4 SE1/4 11.91 AC IN BORDER	11.91	8.10	\$205	0.0478%						\$2
LAKE PRAIRE TOWNSHIP E - SECTION 30			30-111-026									
GOSTOMCZIK, STEVEN P 524 N 9TH ST. SAINT PETER, MN 56082	07.130.0105	NW1/4 NW1/4 FRAC/EXC 5AC BORDER	30.00	7.60	\$967	0.2256%						\$11
GOSTOMCZIK, STEVEN P 524 N 9TH ST. SAINT PETER, MN 56082	07.130.0105	NE1/4 NW1/4 EXC 17.46 AC BORDER	22.54	2.30	\$73	0.0171%						\$1

NICOLLET COUNTY CD-65 REDETERMINATION OF BENEFITS OCTOBER 22, 2022 (DRAFT)

Name And Address Of Owner	Parcel Number	Description	Deeded Acres	Benefited Acres	Amount Benefited	% Of total Benefits	R.O.W. Grass Strip Easement Trees or N.B. Acres 10%	R.O.W. Grass Strip Easement Trees or N.B. Damages 10%	Access R.O.W. Easement Acres 5%	Access R.O.W. Easement Damages 5%	Total Easement Damages	Estimated Easement Assessment
GOSTOMCZIK, STEVEN P 524 N 9TH ST. SAINT PETER, MN 56082	07.130.0105	SW1/4 NW1/4 FRACTION BORDER	35.00	34.60	\$17,274	4.0303%						\$202
GOSTOMCZIK, STEVEN P 524 N 9TH ST. SAINT PETER, MN 56082	07.130.0105	SE1/4 NW1/4 EXC 17.46 AC	22.54	22.54	\$7,900	1.8433%						\$92
GOSTOMCZIK, STEVEN P 524 N 9TH ST. SAINT PETER, MN 56082	07.130.0300	SE1/4 NW1/4 17.46 AC IN BORDER	17.46	15.90	\$5,608	1.3084%						\$65
GOSTOMCZIK, STEVEN P 524 N 9TH ST. SAINT PETER, MN 56082	07.130.0300	SW1/4 NE1/4 17 AC IN BORDER	17.00	14.60	\$6,254	1.4591%						\$73
GOSTOMCZIK, STEVEN P 524 N 9TH ST. SAINT PETER, MN 56082	07.130.0305	SW1/4 NW1/4 EXC 17 AC BORDER	23.00	19.40	\$6,333	1.4777%						\$74
JACYL PARTNERSHIP LLP 6216 SHAMROCK DR. MADISON LAKE, MN 56063	07.130.0310	SE1/4 NE1/4 BORDER	40.00	22.07	\$10,309	2.4053%						\$120
JACYL PARTNERSHIP LLP 6216 SHAMROCK DR. MADISON LAKE, MN 56063	07.130.0400	NW1/4 SW1/4 FRACTION	36.00	36.00	\$23,717	5.5336%						\$277
JACYL PARTNERSHIP LLP 6216 SHAMROCK DR. MADISON LAKE, MN 56063	07.130.0400	NE1/4 SW1/4	40.00	40.00	\$26,681	6.2252%						\$311
Jaster Steven L & Dayna L Jaster 412 W Skaro St Saint Peter MN 56082	07.130.0500	SW1/4 SW1/4 3.46 AC IN	3.46	3.24	\$738	0.1722%						\$9
JACYL PARTNERSHIP LLP 6216 SHAMROCK DR. MADISON LAKE, MN 56063	07.130.0505	SW1/4 SW1/4 FRACTION EXC 3.46 AC	32.54	31.84	\$18,681	4.3587%						\$218
JACYL PARTNERSHIP LLP 6216 SHAMROCK DR. MADISON LAKE, MN 56063	07.130.0505	SE1/4 SW1/4	40.00	39.00	\$22,811	5.3224%						\$266
JACYL PARTNERSHIP LLP 6216 SHAMROCK DR. MADISON LAKE, MN 56063	07.130.0600	NW1/4 SE1/4 BORDER	40.00	36.20	\$19,776	4.6140%						\$231
JACYL PARTNERSHIP LLP 6216 SHAMROCK DR. MADISON LAKE, MN 56063	07.130.0600	NE1/4 SE1/4 BORDER	40.00	22.28	\$12,107	2.8248%						\$141
JACYL PARTNERSHIP LLP 6216 SHAMROCK DR. MADISON LAKE, MN 56063	07.130.0600	SW1/4 SW1/4 BORDER	40.00	38.30	\$18,944	4.4199%						\$221
JASTER, STEVEN L & DAYNA L JASTER 412 W SKARO ST. SAINT PETER, MN 56082	07.130.0700	SE1/4 SE1/4 BORDER	40.00	9.29	\$4,268	0.9958%						\$50

LAKE PRAIRE TOWNSHIP E - SECTION 31

31-111-026

MILLER, GARY A 40415 STATE HIGHWAY 22 SAINT PETER, MN 56082	07.131.0105	NW1/4 NW1/4 FRACTION	35.00	34.09	\$655	0.1528%						\$8
MILLER, GARY A 40415 STATE HIGHWAY 22 SAINT PETER, MN 56082	07.131.0105	NE1/4 NW1/4	40.00	39.00	\$1,185	0.2766%						\$14
MILLER, GARY A 40415 STATE HIGHWAY 22 SAINT PETER, MN 56082	07.131.0105	N 1/2 SW1/4 NW1/4 FRACTION	19.00	19.00	\$527	0.1229%						\$6

NICOLLET COUNTY CD-65 REDETERMINATION OF BENEFITS OCTOBER 22, 2022 (DRAFT)

Name And Address Of Owner	Parcel Number	Description	Deeded Acres	Benefited Acres	Amount Benefited	% Of total Benefits	R.O.W. Grass Strip Easement Trees or N.B. Acres 10%	R.O.W. Grass Strip Easement Trees or N.B. Damages 10%	Access R.O.W. Easement Acres 5%	Access R.O.W. Easement Damages 5%	Total Easement Damages	Estimated Easement Assessment
MILLER, GARY A 40415 STATE HIGHWAY 22 SAINT PETER, MN 56082	07.131.0105	N1/2 SE1/4 NW1/4	20.00	20.00	\$567	0.1322%						\$7
MILLER, GARY A 40415 STATE HIGHWAY 22 SAINT PETER, MN 56082	07.131.0200	NW1/4 NE1/4	40.00	39.00	\$1,224	0.2856%						\$14
MILLER, GARY A 40415 STATE HIGHWAY 22 SAINT PETER, MN 56082	07.131.0300	NE1/4 NE1/4 BORDER	40.00	4.90	\$138	0.0321%						\$2
RIVERLAND LLC 6216 SHAMROCK DR. MADISON LAKE, MN 56063	07.131.0400	SW1/4 NE1/4 BORDER	40.00	8.70	\$3,023	0.7052%						\$35
RIVERLAND LLC 6216 SHAMROCK DR. MADISON LAKE, MN 56063	07.131.0400	SE1/4 NE1/4 BORDER	40.00	0.30	\$92	0.0216%						\$1
MILLER, GARY A 40415 STATE HIGHWAY 22 SAINT PETER, MN 56082	07.131.0805	S1/2 SW1/4 NW1/4 FRACTION	19.00	19.00	\$514	0.1198%						\$6
MILLER, GARY A 40415 STATE HIGHWAY 22 SAINT PETER, MN 56082	07.131.0805	S1/2 SE1/4 NW1/4 FRACTION	19.00	19.00	\$479	0.1118%						\$6
MILLER, GARY A 40415 STATE HIGHWAY 22 SAINT PETER, MN 56082	07.131.0805	NW1/4 SW1/4 BORDER FRAC/EXC 3.37	36.12	15.80	\$448	0.1044%						\$5

NICOLLET COUNTY CD-65 REDETERMINATION OF BENEFITS OCTOBER 22, 2022 (DRAFT)

Name And Address Of Owner	Parcel Number	Description	Deeded Acres	Benefited Acres	Amount Benefited	% Of total Benefits	R.O.W. Grass Strip Easement Trees or N.B. Acres 10%	R.O.W. Grass Strip Easement Trees or N.B. Damages 10%	Access R.O.W. Easement Acres 5%	Access R.O.W. Easement Damages 5%	Total Easement Damages	Estimated Easement Assessment
MILLER, GARY A 40415 STATE HIGHWAY 22 SAINT PETER, MN 56082	07 131.0805	NE1/4 SW1/4 BORDER FRACTION	32.76	13.30	\$399	0.0932%						\$5
LAND TOTAL			1,636.25	\$398,979	93.0901%	0.51	\$375	2.10	\$773	\$1,148	\$4,655	

ROADS

STATE OF MINNESOTA MINNESOTA DEPARTMENT OF TRANSPORTATION C/O LAND MANAGEMENT ENGINEER 2151 BASSETT DR MANKATO, MN 56001-6888	STATE HWY 22 PAVED			12.90	\$10,320	2.4079%						\$120
NICOLLET COUNTY ATTN: PUBLIC SERVICES DEPT 501 S MINNESOTA AVE ST PETER, MN 56082	COUNTY ROAD 20 PAVED			2.00	\$1,600	0.3733%						\$19
NICOLLET COUNTY ATTN: PUBLIC SERVICES DEPT 501 S MINNESOTA AVE ST PETER, MN 56082	COUNTY ROAD 75 375TH AVE. GRAVEL			17.70	\$9,434	2.2012%						\$110
LAKE PRAIRE TOWNSHIP KAREN BRANCAMP-CLERK 33952 348TH ST. LE SUEUR, MN 56058	380TH ST. GRAVEL			3.90	\$2,079	0.4850%						\$24
LAKE PRAIRE TOWNSHIP KAREN BRANCAMP-CLERK 33952 348TH ST. LE SUEUR, MN 56058	390TH ST. GRAVEL			8.50	\$4,531	1.0571%						\$53
LAKE PRAIRE TOWNSHIP KAREN BRANCAMP-CLERK 33952 348TH ST. LE SUEUR, MN 56058	375TH AVE GRAVEL			3.10	\$1,652	0.3855%						\$19
ROAD TOTAL			48.10	\$29,616	6.9099%							\$345

LAND AND ROAD TOTAL

1,684.35 \$428,595 100.0000% \$5,000

NICOLLET COUNTY CD-71 REDETERMINATION OF BENEFITS OCTOBER 22, 2022 (DRAFT)

Name And Address Of Owner	Parcel Number	Description	Deeded Acres	Benefited Acres	Amount Benefited	% Of total Benefits	R.O.W. Grass Strip Easement Cropland Acres 100%	R.O.W. Grass Strip Easement Cropland Damages 100%	R.O.W. Grass Strip Easement Trees or N.B. Acres 10%	R.O.W. Grass Strip Easement Trees or N.B. Damages 10%	Access R.O.W. Easement Acres 5%	Access R.O.W. Easement Damages 5%	Total Easement Damages	Estimated Easement Assessment
							\$7,447		\$745		\$372		\$84,000	
LAKE PRAIRIE TOWNSHIP - SECTION 19							19-111-27							
GRAN, MARIE C 37127 425TH AVE SAINT PETER, MN 56082	07.019.1615	SW1/4 SW1/4 BORDER EXC 5.6 AC	34.40	5.00	\$2,289	0.1535%								\$129
TORGERSO, ROGER J FAMILY TRUST 37764 STATE HWY 22 SAINT PETER, MN 56082-4419	07.019.1705	SE1/4 SW1/4 BORDER	40.00	26.91	\$11,800	0.7914%								\$665
NELSON, EVELYTH ANTHONY ETAL PO BOX 105 CLEVELAND, MN 56017-0105	07.019.1800	SW1/4 SE1/4 EXCEPT .7 AC	39.30	38.02	\$20,340	1.3642%								\$1,146
NELSON, EVELYTH ANTHONY ETAL PO BOX 105 CLEVELAND, MN 56017-0105	07.019.1800	SE1/4 SE1/4 EXCEPT .1 AC	39.90	25.40	\$13,402	0.8989%								\$755
NELSON, EVELYTH P PO BOX 105 CLEVELAND, MN 56017	07.030.0300	SW1/4 SE1/4 .7 AC IN	0.70	0.70	\$189	0.0127%								\$11
NELSON, EVELYTH P PO BOX 105 CLEVELAND, MN 56017	07.030.0300	SE1/4 SE1/4 .1 AC IN	0.10	0.10	\$0	0.0000%								\$0
LAKE PRAIRIE TOWNSHIP - SECTION 20							20-111-27							
KELLEY, SARAH PEARSON PO BOX 608 LURAY, VA 22835	07.020.2405	SW1/4 SW1/4 BORDER	40.00	18.60	\$7,154	0.4798%								\$403
KELLEY, SARAH PEARSON PO BOX 608 LURAY, VA 22835	07.020.2405	SE1/4 SW1/4 EXCEPT 16.7 AC BORDER	33.30	26.21	\$12,796	0.8582%								\$721
LOKENS GARD, EMILIE ANN 37980 STATE HIGHWAY 22 SAINT PETER, MN 56082	07.020.2805	SE1/4 SW1/4 3.3 AC IN	3.30	3.30	\$0	0.0000%								\$0
LOKENS GARD, EMILIE ANN 37980 STATE HIGHWAY 22 SAINT PETER, MN 56082	07.020.2805	SW1/4 SE1/4 11.83 AC IN	11.83	2.25	\$0	0.0000%								\$0
ANNEXSTAD, LAWRENCE O 38004 STATE HWY 22 SAINT PETER, MN 56082	07.020.2810	SW1/4 SE1/4 .93 AC IN	0.93	0.72	\$0	0.0000%								\$0
LOKENS GARD, EMILIE ANN & MARIA L LOKENS GARD 37980 STATE HIGHWAY 22 SAINT PETER, MN 56082	07.020.2815	SE1/4 SW1/4 .9 AC IN	0.90	0.90	\$119	0.0080%								\$7
LOKENS GARD, EMILIE ANN & MARIA L LOKENS GARD 37980 STATE HIGHWAY 22 SAINT PETER, MN 56082	07.020.2815	SW1/4 SE1/4 2.1 AC IN	2.10	1.94	\$167	0.0112%								\$9
ANNEXSTAD, LAWRENCE O 38004 STATE HWY 22 SAINT PETER, MN 56082	07.020.2900	E1/2 SW1/4 SE1/4 BORDER	20.00	2.03	\$237	0.0159%								\$13
ANNEXSTAD, SCOTT & JENNIFER L ANNEXSTAD 38123 STATE HIGHWAY 22 SAINT PETER, MN 56082	07.020.3000	SE1/4 SE1/4 BORDER	40.00	1.30	\$0	0.0000%								\$0
LAKE PRAIRIE TOWNSHIP - SECTION 29							29-111-27							
LOKENS GARD, EMILIE ANN & MARIA L LOKENS GARD 37980 STATE HIGHWAY 22 SAINT PETER, MN 56082	07.020.2815	NE1/4 NW1/4 .61 AC IN	0.61	0.61	\$125	0.0084%								\$7

NICOLLET COUNTY CD-71 REDETERMINATION OF BENEFITS OCTOBER 22, 2022 (DRAFT)

Name And Address Of Owner	Parcel Number	Description	Deeded Acres	Benefited Acres	Amount Benefited	% Of total Benefits	R.O.W. Grass Strip Easement Cropland Acres 100%	R.O.W. Grass Strip Easement Cropland Damages 100%	R.O.W. Grass Strip Easement Trees or N.B. Acres 10%	R.O.W. Grass Strip Easement Trees or N.B. Damages 10%	Access R.O.W. Easement Acres 5%	Access R.O.W. Easement Damages 5%	Total Easement Damages	Estimated Easement Assessment
LOKENS GARD, EMILIE ANN 37980 STATE HIGHWAY 22 SAINT PETER, MN 56082	07.029.0100	NW1/4 NW1/4	40.00	40.00	\$24,168	1.6209%								\$1,362
LOKENS GARD, EMILIE ANN 37980 STATE HIGHWAY 22 SAINT PETER, MN 56082	07.029.0100	NE1/4 NW1/4 EXCEPT .67 AC	39.33	39.33	\$17,155	1.1506%								\$966
NELSON, EVELYTH ANTHONY ETAL PO BOX 105 CLEVELAND, MN 56017-0105	07.029.0200	SW1/4 NW1/4	40.00	40.00	\$18,138	1.2165%								\$1,022
ANNEXSTAD, LAWRENCE O 38004 STATE HWY 22 SAINT PETER, MN 56082	07.029.0305	SE1/4 NW1/4	40.00	40.00	\$13,637	0.9146%								\$768
ANNEXSTAD, LAWRENCE O 38004 STATE HWY 22 SAINT PETER, MN 56082	07.029.0305	NW1/4 NE1/4 EXCEPT .65 AC	39.35	36.86	\$7,213	0.4838%								\$406
ANNEXSTAD, LAWRENCE O 38004 STATE HWY 22 SAINT PETER, MN 56082	07.029.0305	SW1/4 NE1/4 EXCEPT 11.21 AC	28.79	24.28	\$7,302	0.4898%								\$411
LOKENS GARD, EMILIE ANN & MARIA L LOKENS GARD 37980 STATE HIGHWAY 22 SAINT PETER, MN 56082	07.029.0310	NW1/4 NE1/4 .35 AC IN	0.35	0.35	\$44	0.0030%								\$3
ANNEXSTAD, GLENN-LE 38055 STATE HIGHWAY 22 SAINT PETER, MN 56082	07.029.0400	NE1/4 NE1/4 2.55 AC IN BORDER	2.55	0.75	\$223	0.0150%								\$13
ANNEXSTAD, SCOTT & JENNIFER L ANNEXSTAD 38123 STATE HIGHWAY 22 SAINT PETER, MN 56082	07.029.0505	NE1/4 NE1/4 EXCEPT 19.0 AC BORDER	21.00	10.30	\$420	0.0282%								\$24
ANNEXSTAD, GLENN-LE 38055 STATE HIGHWAY 22 SAINT PETER, MN 56082	07.029.0510	NE1/4 NE1/4 2.8 AC IN	2.80	2.80	\$0	0.0000%								\$0
LURTH, LINDA L REVOCABLE TRUST 733 W 1ST ST WACONIA, MN 55387	07.029.0605	SE1/4 SW1/4	40.00	37.48	\$16,359	1.0972%								\$922
ANNEXSTAD, GRANT M & KAREN M ANNEXSTAD REVOCABLE TRUST 38579 413TH AVE SAINT PETER, MN 56082	07.029.0700	NW1/4 SW1/4	40.00	40.00	\$23,121	1.5507%								\$1,303
ANNEXSTAD, GRANT M & KAREN M ANNEXSTAD REVOCABLE TRUST 38579 413TH AVE SAINT PETER, MN 56082	07.029.0700	NE1/4 SW1/4 EXCEPT 8.04 AC	31.96	31.96	\$12,886	0.8643%								\$726
ANNEXSTAD, GRANT M & KAREN M ANNEXSTAD REVOCABLE TRUST 38579 413TH AVE SAINT PETER, MN 56082	07.029.0700	NW1/4 SE1/4 8.04 AC IN	8.04	2.65	\$0	0.0000%								\$0
ANNEXSTAD, GRANT M & KAREN M ANNEXSTAD REVOCABLE TRUST 38579 413TH AVE SAINT PETER, MN 56082	07.029.0800	SW1/4 SW1/4 EXCEPT 10.76 AC	29.24	28.01	\$15,627	1.0481%								\$980
NOURIE, CASEY R & PATRICIA M NOURIE 41825 COUNTY ROAD 15 SAINT PETER, MN 56082	07.029.0805	SW1/4 SW1/4 10.76 AC IN	10.76	10.47	\$1,239	0.0831%								\$70
ANNEXSTAD, GRANT M & KAREN M ANNEXSTAD REVOCABLE TRUST 38579 413TH AVE SAINT PETER, MN 56082	07.029.1000	NE1/4 SW1/4 8.04 AC IN	8.04	8.04	\$3,491	0.2341%								\$197

NICOLLET COUNTY CD-71 REDETERMINATION OF BENEFITS OCTOBER 22, 2022 (DRAFT)

Name And Address Of Owner	Parcel Number	Description	Deeded Acres	Benefited Acres	Amount Benefited	% Of total Benefits	R.O.W. Grass Strip Easement Cropland Acres 100%	R.O.W. Grass Strip Easement Cropland Damages 100%	R.O.W. Grass Strip Easement Trees or N.B. Acres 10%	R.O.W. Grass Strip Easement Trees or N.B. Damages 10%	Access R.O.W. Easement Acres 5%	Access R.O.W. Easement Damages 5%	Total Easement Damages	Estimated Easement Assessment
ANNEXSTAD, GRANT M & KAREN M ANNEXSTAD REVOCABLE TRUST 38579 413TH AVE SAINT PETER, MN 56082	07.029.1000	NW1/4 SE1/4 EXCEPT 10.54 AC BORDER	29.46	1.30	\$495	0.0332%								\$28
LAKE PRAIRIE TOWNSHIP - SECTION 30														
30-111-27														
GRAN, MARIE C 37127 425TH AVE SAINT PETER, MN 56082	07.030.0100	NW1/4 NW1/4 FRACTION	38.00	36.48	\$16,921	1.1349%								\$953
GRAN, MARIE C 37127 425TH AVE SAINT PETER, MN 56082	07.030.0100	SW1/4 NW1/4 FRACTION	38.00	35.06	\$63,669	4.2702%	0.94	\$7,000			3.33	\$1,239	\$8,239	\$3,587
GRAN, MARIE C 37127 425TH AVE SAINT PETER, MN 56082	07.030.0100	NW1/4 SW1/4 FRACTION	37.50	35.98	\$22,628	1.5176%								\$1,275
TORGERSO, ROGER J FAMILY TRUST 37764 STATE HWY 22 SAINT PETER, MN 56082-4419	07.030.0200	NE1/4 NW1/4	40.00	40.00	\$20,865	1.3994%								\$1,175
TORGERSO, ROGER J FAMILY TRUST 37764 STATE HWY 22 SAINT PETER, MN 56082-4419	07.030.0200	SE1/4 NW1/4	40.00	38.39	\$55,084	3.6944%	1.06	\$7,894			3.76	\$1,399	\$9,293	\$3,103
TORGERSO, ROGER J FAMILY TRUST 37764 STATE HWY 22 SAINT PETER, MN 56082-4419	07.030.0200	NE1/4 SW1/4	40.00	38.82	\$66,972	4.4917%	0.78	\$5,809			2.77	\$1,030	\$6,839	\$3,773
NELSON, EVELYTH PO BOX 105 CLEVELAND, MN 56017	07.030.0300	NW1/4 NE1/4 2.7 AC IN	2.70	2.70	\$872	0.0585%								\$49
NELSON, EVELYTH ANTHONY ETAL PO BOX 105 CLEVELAND, MN 56017-0105	07.030.0305	NW1/4 NE1/4 EXCEPT 2.7 AC	37.30	37.30	\$21,382	1.4340%								\$1,205
LOKENS GARD, EMILIE ANN 37980 STATE HIGHWAY 22 SAINT PETER, MN 56082	07.030.0400	NE1/4 NE1/4	40.00	40.00	\$20,774	1.3933%								\$1,170
NELSON, EVELYTH ANTHONY ETAL PO BOX 105 CLEVELAND, MN 56017-0105	07.030.0500	SE1/4 NE1/4	40.00	40.00	\$19,390	1.3005%								\$1,092
ANTHONY, WILLIS E & RACHEL M ANTHONY 42505 COUNTY ROAD 15 SAINT PETER, MN 56082	07.030.0600	SW1/4 SW1/4 FRACTION	37.50	34.56	\$17,730	1.1891%								\$999
NELSON, EVELYTH ANTHONY ETAL PO BOX 105 CLEVELAND, MN 56017-0105	07.030.0700	SE1/4 SW1/4	40.00	36.54	\$70,728	4.7436%	1.28	\$9,532			4.54	\$1,689	\$11,221	\$3,985
BAUER, JOSEPH M JR & LORI J BAUER 42098 COUNTY ROAD 15 SAINT PETER, MN 56082	07.030.0805	SW1/4 NE1/4	40.00	40.00	\$17,437	1.1694%								\$982
BAUER, JOSEPH M JR & LORI J BAUER 42098 COUNTY ROAD 15 SAINT PETER, MN 56082	07.030.0805	NW1/4 SE1/4	40.00	39.24	\$73,212	4.9102%	0.50	\$3,724			1.77	\$658	\$4,382	\$4,125
BAUER, JOSEPH M JR & LORI J BAUER 42098 COUNTY ROAD 15 SAINT PETER, MN 56082	07.030.0805	NE1/4 SE1/4 EXCEPT 6.2 AC	33.80	33.80	\$20,609	1.3822%								\$1,161
BAUER, JOSEPH M JR & LORI J BAUER 42098 COUNTY ROAD 15 SAINT PETER, MN 56082	07.030.0805	SW1/4 SE1/4	40.00	38.48	\$27,905	1.8716%								\$1,572
BAUER, JOSEPH M JR & LORI J BAUER 42098 COUNTY ROAD 15 SAINT PETER, MN 56082	07.030.0805	SE1/4 SE1/4 EXCEPT .68 AC	39.32	37.80	\$28,973	1.9432%								\$1,632
BAUER, JOSEPH M JR & LORI J BAUER 42098 COUNTY ROAD 15 SAINT PETER, MN 56082	07.030.0810	NE1/4 SE1/4 6.2 AC IN	6.20	6.20	\$1,349	0.0905%								\$76

NICOLLET COUNTY CD-71 REDETERMINATION OF BENEFITS OCTOBER 22, 2022 (DRAFT)

Name And Address Of Owner	Parcel Number	Description	Deeded Acres	Benefited Acres	Amount Benefited	% Of total Benefits	R.O.W. Grass Strip Easement Cropland Acres 100%	R.O.W. Grass Strip Easement Cropland Damages 100%	R.O.W. Grass Strip Easement Trees or N.B. Acres 10%	R.O.W. Grass Strip Easement Trees or N.B. Damages 10%	Access R.O.W. Easement Acres 5%	Access R.O.W. Easement Damages 5%	Total Easement Damages	Estimated Easement Assessment
BAUER, JOSEPH M JR & LORI J BAUER 42098 COUNTY ROAD 15 SAINT PETER, MN 56082	07.030.0810	SE1/4 SE1/4 .68 AC IN	0.68	0.68	\$211	0.0141%								\$12
LAKE PRAIRIE TOWNSHIP - SECTION 31														
31-111-27														
GAALSWYK, RICHARD A & TRACY K GAALSWYK 43041 COUNTY ROAD 15 SAINT PETER, MN 56082	07.031.0100	NW1/4 NW1/4 9.37 AC IN	9.37	7.90	\$3,369	0.2260%								\$190
GAALSWYK, RICHARD A & TRACY K GAALSWYK 43041 COUNTY ROAD 15 SAINT PETER, MN 56082	07.031.0105	NW1/4 NW1/4 EXCEPT 9.37 AC FRACTION	28.20	26.73	\$15,772	1.0578%								\$889
GAALSWYK, RICHARD A & TRACY K GAALSWYK 43041 COUNTY ROAD 15 SAINT PETER, MN 56082	07.031.0105	SW1/4 NW1/4 FRACTION	37.51	35.99	\$22,958	1.5398%								\$1,293
BLUESTEM LAND LLC 42505 COUNTY ROAD 15 SAINT PETER, MN 56082	07.031.0200	SE1/4 NW1/4 FRACTION	39.00	37.45	\$51,069	3.4251%	1.02	\$7,596			3.63	\$1,350	\$8,946	\$2,877
BLUESTEM LAND LLC 42505 COUNTY ROAD 15 SAINT PETER, MN 56082	07.031.0205	NE1/4 NW1/4	40.00	36.82	\$52,611	3.5285%	1.00	\$7,447	0.10	\$75	3.53	\$1,313	\$8,835	\$2,964
BLUESTEM LAND LLC 42505 COUNTY ROAD 15 SAINT PETER, MN 56082	07.031.0300	NW1/4 NE1/4 EXCEPT 12.99 AC	27.01	26.34	\$14,389	0.9650%								\$811
BLUESTEM LAND LLC 42505 COUNTY ROAD 15 SAINT PETER, MN 56082	07.031.0300	SW1/4 NE1/4	40.00	40.00	\$19,742	1.3240%								\$1,112
ANTHONY, WILLIS E & RACHEL M ANTHONY 42505 COUNTY ROAD 15 SAINT PETER, MN 56082	07.031.0400	NW1/4 NE1/4 12.99 AC IN	12.99	12.14	\$6,098	0.4090%								\$344
JOSIE'S PORK FARM 42505 COUNTY ROAD 15 SAINT PETER, MN 56082	07.031.0500	NW1/4 SW1/4 9.83 AC IN BORDER	9.83	8.63	\$2,581	0.1731%								\$145
JOSIE'S PORK FARM 42505 COUNTY ROAD 15 SAINT PETER, MN 56082	07.031.0500	SW1/4 SW1/4 2.8 AC IN BORDER	2.80	0.40	\$149	0.0100%								\$8
ANTHONY, WILLIS E & RACHEL M ANTHONY 42505 COUNTY ROAD 15 SAINT PETER, MN 56082	07.031.0505	NW1/4 SW1/4 EXCEPT 9.83 AC GL & FRACTION	28.00	27.46	\$19,422	1.3026%								\$1,094
ANTHONY, WILLIS E & RACHEL M ANTHONY 42505 COUNTY ROAD 15 SAINT PETER, MN 56082	07.031.0505	NE1/4 SW1/4 EXCEPT 14.67 AC GL & FRACTION	25.33	23.71	\$31,403	2.1061%	0.75	\$5,585	0.32	\$238	2.65	\$986	\$6,809	\$1,769
ANTHONY, WILLIS E & RACHEL M ANTHONY 42505 COUNTY ROAD 15 SAINT PETER, MN 56082	07.031.0505	SW1/4 SW1/4 EXCEPT 8.22 AC GL&FRAC/BORDER	29.61	6.50	\$3,226	0.2164%								\$182
ANTHONY, WILLIS E & RACHEL M ANTHONY 42505 COUNTY ROAD 15 SAINT PETER, MN 56082	07.031.0505	SE1/4 SW1/4 EXCEPT 14.66 AC GL&FRAC/BORDER	25.34	19.98	\$23,274	1.5609%	0.50	\$3,724			1.77	\$658	\$4,382	\$1,311
BLUESTEM LAND LLC 42505 COUNTY ROAD 15 SAINT PETER, MN 56082	07.031.0600	NE1/4 SW1/4 14.67 AC IN	14.67	13.64	\$16,959	1.1374%	0.68	\$5,064			2.41	\$897	\$5,960	\$955
BLUESTEM LAND LLC 42505 COUNTY ROAD 15 SAINT PETER, MN 56082	07.031.0600	SE1/4 SW1/4 14.66 AC IN BORDER	14.66	13.60	\$16,209	1.0871%	0.50	\$3,724			1.77	\$658	\$4,382	\$913
OLMANSON, DUANE F LIVING TRUST 44638 GOLF COURSE RD SAINT PETER, MN 56082	07.031.0700	NE1/4 NE1/4	40.00	38.48	\$20,630	1.3836%								\$1,162
OLMANSON, DUANE F LIVING TRUST 44638 GOLF COURSE RD SAINT PETER, MN 56082	07.031.0700	SE1/4 NE1/4 BORDER	40.00	39.70	\$14,639	0.9818%								\$825

NICOLLET COUNTY CD-71 REDETERMINATION OF BENEFITS OCTOBER 22, 2022 (DRAFT)

Name And Address Of Owner	Parcel Number	Description	Deeded Acres	Benefited Acres	Amount Benefited	% Of total Benefits	R.O.W. Grass Strip Easement Cropland Acres 100%	R.O.W. Grass Strip Easement Cropland Damages 100%	R.O.W. Grass Strip Easement Trees or N.B. Acres 10%	R.O.W. Grass Strip Easement Trees or N.B. Damages 10%	Access R.O.W. Easement Acres 5%	Access R.O.W. Easement Damages 5%	Total Easement Damages	Estimated Easement Assessment
OLMANSON, DUANE F LIVING TRUST 44638 GOLF COURSE RD SAINT PETER, MN 56082	07.031.0700	NW1/4 SE1/4 PT GL 2 FRACTION/BORDER	33.33	31.83	\$18,266	1.2250%								\$1,029
OLMANSON, DUANE F LIVING TRUST 44638 GOLF COURSE RD SAINT PETER, MN 56082	07.031.0700	NE1/4 SE1/4 BORDER	40.00	14.00	\$6,585	0.4416%								\$371
OLMANSON, DUANE F LIVING TRUST 44638 GOLF COURSE RD SAINT PETER, MN 56082	07.031.0700	SW1/4 SE1/4 PT GL 2 FRACTION/BORDER	33.34	10.00	\$5,100	0.3421%								\$287
BLUESTEM LAND LLC 42505 COUNTY ROAD 15 SAINT PETER, MN 56082	07.031.0705	NW1/4 SE1/4 10.52 AC IN	10.52	10.52	\$6,455	0.4329%								\$364
BLUESTEM LAND LLC 42505 COUNTY ROAD 15 SAINT PETER, MN 56082	07.031.0705	SW1/4 SE1/4 10.53 AC IN BORDER	10.53	8.23	\$5,154	0.3457%								\$290

LAKE PRAIRIE TOWNSHIP - SECTION 32

32-111-27

HOEHN, WILLARD A & ROBYN K HOEHN 41821 COUNTY ROAD 15 SAINT PETER, MN 56082	07.032.0110	NW1/4 NW1/4 8.0 AC IN BORDER	8.00	0.30	\$129	0.0086%								\$7
HOEHN, WILLARD A & ROBYN K HOEHN 41821 COUNTY ROAD 15 SAINT PETER, MN 56082	07.032.0500	NW1/4 NW1/4 1.21 AC IN BORDER	1.21	0.16	\$101	0.0068%								\$6
HOEHN, WILLARD A & ROBYN K HOEHN 41821 COUNTY ROAD 15 SAINT PETER, MN 56082	07.032.0505	NW1/4 NW1/4 EXCEPT 9.2 AC FRACTION/BORDER	30.29	5.92	\$2,539	0.1703%								\$143
HOEHN, WILLARD A & ROBYN K HOEHN 41821 COUNTY ROAD 15 SAINT PETER, MN 56082	07.032.0505	SW1/4 NW1/4 EXCEPT 6.37 AC BORDER	33.77	1.37	\$522	0.0350%								\$29

NEW SWEDEN TOWNSHIP - SECTION 25

25-111-28

STEIN, SCOTT M & MATTHEW J STEIN 125 PARK VIEW COURT COURTLAND, MN 56021	08.025.0100	SW1/4 NW1/4 BORDER	40.00	4.00	\$1,877	0.1259%								\$106
GRAN, MARIE C 37127 425TH AVE SAINT PETER, MN 56082	08.025.0400	NE1/4 NE1/4 EXCEPT 3.0 AC BORDER	37.00	10.29	\$4,016	0.2693%								\$226
GRAN, MARIE C 37127 425TH AVE SAINT PETER, MN 56082	08.025.0400	SE1/4 NE1/4 EXCEPT 1.8 AC BORDER	38.20	36.68	\$23,599	1.5827%								\$1,330
NOURIE, CALVIN R & MAGARET A NOURIE 38268 425TH AVE SAINT PETER, MN 56082	08.025.0500	NE1/4 NE1/4 2.0 AC IN	2.00	1.95	\$420	0.0282%								\$24
NOURIE, CALVIN R & MAGARET A NOURIE 38268 425TH AVE SAINT PETER, MN 56082	08.025.0500	SE1/4 NE1/4 1.8 AC IN	1.80	1.80	\$363	0.0243%								\$20
WEGNER, GERALD H & KAY WEGNER 16768 JACKPINE TRL LAKEVILLE, MN 55044	08.025.0700	SW1/4 NE1/4 BORDER	40.00	31.80	\$15,568	1.0441%								\$877
WEGNER, GERALD H & KAY WEGNER 16768 JACKPINE TRL LAKEVILLE, MN 55044	08.025.0700	NW1/4 SE1/4	40.00	40.00	\$31,858	2.1366%								\$1,795
FINE, LOUIS & DIANNE C FINE REVOCABLE TRUST 30210 N 134TH AVE PEORIA, AZ 85383	08.025.0800	NW1/4 SW1/4 EXCEPT 2.0 AC BORDER	38.00	5.30	\$2,820	0.1892%								\$159
FINE LOUIS & DIANNE C FINE REVOCABLE TRUST 30210 N 134TH AVE PEORIA AZ 85383	08.025.0905	SE1/4 NW1/4 BORDER	40.00	29.00	\$15,141	1.0155%								\$853

NICOLLET COUNTY CD-71 REDETERMINATION OF BENEFITS OCTOBER 22, 2022 (DRAFT)

Name And Address Of Owner	Parcel Number	Description	Deeded Acres	Benefited Acres	Amount Benefited	% Of total Benefits	R.O.W. Grass Strip Easement Cropland Acres 100%	R.O.W. Grass Strip Easement Cropland Damages 100%	R.O.W. Grass Strip Easement Trees or N.B. Acres 10%	R.O.W. Grass Strip Easement Trees or N.B. Damages 10%	Access R.O.W. Easement Acres 5%	Access R.O.W. Easement Damages 5%	Total Easement Damages	Estimated Easement Assessment
FINE LOUIS & DIANNE C FINE REVOCABLE TRUST 30210 N 134TH AVE PEORIA AZ 85383	08.025.0905	NE1/4 SW1/4 BORDER	40.00	36.70	\$21,391	1.4347%								\$1,205
FINE LOUIS & DIANNE C FINE REVOCABLE TRUST 30210 N 134TH AVE PEORIA AZ 85383	08.025.0905	SE1/4 SW1/4 BORDER	40.00	25.98	\$13,782	0.9244%								\$776
BAUER, JOSEPH M JR & LORI J BAUER 42098 COUNTY ROAD 15 SAINT PETER, MN 56082	08.025.1000	NE1/4 SE1/4	40.00	38.48	\$27,549	1.8477%								\$1,552
ANNEXSTAD, GRANT M & KAREN M ANNEXSTAD REVOCABLE TRUST 38579 413TH AVE SAINT PETER, MN 56082	08.025.1100	SW1/4 SE1/4	40.00	38.18	\$26,296	1.7636%								\$1,481
ANTHONY, WILLIS E & RACHEL M ANTHONY 42505 COUNTY ROAD 15 SAINT PETER, MN 56082	08.025.1200	SE1/4 SE1/4	40.00	36.66	\$21,486	1.4411%								\$1,210
NEW SWEDEN TOWNSHIP - SECTION 36 36-111-28														
GAALSWYK, RICHARD A & TRACY K GAALSWYK 43041 COUNTY ROAD 15 SAINT PETER, MN 56082	08.036.0160	NE1/4 NE1/4	40.00	36.66	\$14,608	0.9797%								\$823
NEW SWEDEN DAIRY 805 ENTERPRISE DR E STE I BELLE PLAINE, MN 56011-2345	08.036.0200	NW1/4 NE1/4 BORDER	40.00	34.75	\$14,431	0.9678%								\$813
NEW SWEDEN DAIRY 805 ENTERPRISE DR E STE I BELLE PLAINE, MN 56011-2345	08.036.0200	SW1/4 NE1/4 BORDER	40.00	2.50	\$679	0.0455%								\$38
BINDERT, BRENDA 4515 OSGOOD AVE N STILLWATER, MN 55082	08.036.0600	SE1/4 NE1/4	40.00	38.48	\$17,013	1.1411%								\$958

NICOLLET COUNTY CD-71 REDETERMINATION OF BENEFITS OCTOBER 22, 2022 (DRAFT)

Name And Address Of Owner	Parcel Number	Description	Deeded Acres	Benefited Acres	Amount Benefited	% Of total Benefits	R.O.W. Grass Strip Easement Cropland Acres 100%	R.O.W. Grass Strip Easement Cropland Damages 100%	R.O.W. Grass Strip Easement Trees or N.B. Acres 10%	R.O.W. Grass Strip Easement Trees or N.B. Damages 10%	Access R.O.W. Easement Acres 5%	Access R.O.W. Easement Damages 5%	Total Easement Damages	Estimated Easement Assessment
BINDERT, BRENDA 4515 OSGOOD AVE N STILLWATER, MN 55082	08.036.0600	NE1/4 SE1/4 BORDER	40.00	14.39	\$5,072	0.3402%								\$286
LAND TOTAL			2,122.00	\$1,434,168	96.1874%		9.01	\$67,097	0.42	\$313	31.93	\$11,878	\$79,288	\$80,797

ROADS

STATE OF MINNESOTA MINNESOTA DEPARTMENT OF TRANSPORTATION C/O LAND MANAGEMENT ENGINEER 2151 BASSETT DR MANKATO, MN 56001-6888		State Highway 22 Paved Wide		5.80	\$5,365	0.3598%								\$302
NICOLLET COUNTY ATTN: PUBLIC SERVICES DEPT 501 S MINNESOTA AVE ST PETER, MN 56082		380th Street Paved		1.10	\$1,220	0.0819%								\$69
NICOLLET COUNTY ATTN: PUBLIC SERVICES DEPT 501 S MINNESOTA AVE ST PETER, MN 56082		CSAH 15 Paved		24.40	\$27,072	1.8157%								\$1,525
NICOLLET COUNTY ATTN: PUBLIC SERVICES DEPT 501 S MINNESOTA AVE ST PETER, MN 56082		County Road 3 425th Avenue Paved		19.30	\$21,413	1.4362%								\$1,206
LAKE PRAIRE TOWNSHIP KAREN BRANCAMP-CLERK 33952 348TH ST. LE SUEUR, MN 56058		413th Avenue Gravel		2.40	\$1,776	0.1191%								\$100
ROAD TOTAL			53.00	\$56,847	3.8126%									\$3,203

LAND AND ROAD TOTAL

2,175.00 \$1,491,014 100.0000%

\$84,000

Nicollet County CD-71 will have a 4.0% outlet benefit into Nicollet County CD-78

NICOLLET COUNTY CD-75 REDETERMINATION OF BENEFITS OCTOBER 22, 2022 (DRAFT)

							R.O.W. Grass Strip Easement Cropland Acres 100%	R.O.W. Grass Strip Easement Cropland Damages 100%	R.O.W. Grass Strip Easement Trees or N.B. Acres 10%	R.O.W. Grass Strip Easement Trees or N.B. Damages 10%	Access R.O.W. Easement Acres 5%	Access R.O.W. Easement Damages 5%	Total Easement Damages	Estimated Easement Assessment
Name And Address Of Owner	Parcel Number	Description	Deeded Acres	Benefited Acres	Amount Benefited	% Of total Benefits								
							\$7,365		\$737		\$368		\$281,000	
LAKE PRAIRIE "W" TWP - SECTION 13		13-111-27												
Herberg, Steven R & Mark W Herberg 38836 State Highway 22 Saint Peter MN 56082	07.013.0300	SE1/4 NW1/4 BORDER	40.00	0.90	\$338	0.0078%								\$22
Elkwood 2018 Living Trust PO Box 245 Crescent City CA 95531	07.013.0500	NW1/4 SW1/4 BORDER	40.00	0.98	\$460	0.0106%								\$30
Elkwood 2018 Living Trust PO Box 245 Crescent City CA 95531	07.013.0500	SW1/4 SW1/4 BORDER	40.00	10.00	\$7,436	0.1711%								\$481
Elkwood 2018 Living Trust PO Box 245 Crescent City CA 95531	07.013.0500	SE1/4 SW1/4	40.00	37.58	\$32,346	0.7444%								\$2,092
Fixsen, Ellen S Living Trust 317 Plum Run Le Sueur MN 56058	07.013.0605	NE1/4 SW1/4 BORDER	40.00	34.09	\$19,014	0.4376%								\$1,230
Fixsen, Ellen S Living Trust 317 Plum Run Le Sueur MN 56058	07.013.0605	NW1/4 SE1/4 BORDER	40.00	0.20	\$109	0.0025%								\$7
Fixsen, Ellen S Living Trust 317 Plum Run Le Sueur MN 56058	07.013.0605	SW1/4 SE1/4 BORDER	40.00	1.10	\$746	0.0172%								\$48
LAKE PRAIRIE "W" TWP - SECTION 21		21-111-27												
Pankratz, Terry D & Kelly A Pankratz 38349 County Road 15 Saint Peter MN 56082	07.021.0610	SW1/4 SE1/4 18.4 AC IN BORDER	18.40	3.20	\$2,396	0.0551%								\$155
Quist Allen J & Julie M Quist 38197 State Highway 22 Saint Peter MN 56082	07.021.0800	SW1/4 SE1/4 4.0 AC IN BORDER	4.00	2.61	\$1,921	0.0442%								\$124
LAKE PRAIRIE "W" TWP - SECTION 22		22-111-27												
ANNEXSTAD, GRANT M & KAREN M ANNEXSTAD REVOCABLE TRUST 38579 413TH AVE SAINT PETER MN 56082	07.022.0600	SE1/4 SW1/4 EXCEPT 5.0 AC BORDER	35.00	0.50	\$205	0.0047%								\$13
Lokensgard, Emilie A Le Etal 37980 State Highway 22 Saint Peter MN 56082	07.022.0805	SW1/4 SE1/4 EXCEPT 4.5 AC BORDER	35.50	0.70	\$296	0.0068%								\$19
LAKE PRAIRIE "W" TWP - SECTION 23		23-111-27												
REGENSCHEID, SHAWN L, JON M REGENSCHEID, GLEN J REGENSCHEID REVOCABLE TRUST 38078 356TH ST SAINT PETER MN 56082	07.023.0105	SE1/4 NW1/4 BORDER	40.00	3.20	\$2,605	0.0600%								\$168
Stiff, Robert T & Rose M Stiff 133 W Spruce St So Saint Paul MN 55075	07.023.0200	SW1/4 NE1/4 2.7 AC IN	2.70	2.70	\$1,322	0.0304%								\$85
Stiff, Robert T & Rose M Stiff 133 W Spruce St So Saint Paul MN 55075	07.023.0200	SE1/4 NE1/4 2.18 AC IN BORDER	2.18	1.88	\$2,029	0.0467%								\$131
Geldner, Debra A 1132 Rabbit Rd Saint Peter MN 56082	07.023.0215	SW1/4 NE1/4 EXCEPT 2.7 AC BORDER	37.30	27.50	\$25,241	0.5809%								\$1,632
Geldner, Debra A 1132 Rabbit Rd Saint Peter MN 56082	07.023.0215	SE1/4 NE1/4 EXCEPT 2.18 AC BORDER	37.82	12.02	\$12,613	0.2903%								\$816
Lokensgard, Emilie A Le Etal 37980 State Highway 22 Saint Peter MN 56082	07.023.0300	NE1/4 SW1/4 BORDER	40.00	6.00	\$4,880	0.1123%								\$316
Herberg Family LLC, William & Irene 37961 391st Ave Saint Peter MN 56082	07.023.0400	SW1/4 SW1/4 10.0 AC IN BORDER	10.00	5.96	\$3,629	0.0835%								\$235

NICOLLET COUNTY CD-75 REDETERMINATION OF BENEFITS OCTOBER 22, 2022 (DRAFT)

Name And Address Of Owner	Parcel Number	Description	Deeded Acres	Benefited Acres	Amount Benefited	% Of total Benefits	R.O.W. Grass Strip Easement Cropland Acres 100%	R.O.W. Grass Strip Easement Cropland Damages 100%	R.O.W. Grass Strip Easement Trees or N.B. Acres 10%	R.O.W. Grass Strip Easement Trees or N.B. Damages 10%	Access R.O.W. Easement Acres 5%	Access R.O.W. Easement Damages 5%	Total Easement Damages	Estimated Easement Assessment
Herberg Family LLC, William & Irene 37961 391st Ave Saint Peter MN 56082	07 023 0405	SW1/4 SW1/4 EXCEPT 10.0 AC BORDER	30.00	18.40	\$16,657	0.3834%								\$1,077
Conlon Mary Rose Revocable Trust 39954 State Hwy 22 Saint Peter MN 56082	07 023 0500	SE1/4 SW1/4 BORDER	40.00	38.50	\$39,752	0.9149%								\$2,571
Aadm LLC 25808 Cockleshell Dr Unit D 116 Bonita Springs FL 34135	07 023 0600	NW1/4 SE1/4	40.00	40.00	\$43,084	0.9916%								\$2,786
Aadm LLC 25808 Cockleshell Dr Unit D 116 Bonita Springs FL 34135	07 023 0600	SW1/4 SE1/4	40.00	40.00	\$45,650	1.0506%								\$2,952
Aadm LLC 25808 Cockleshell Dr Unit D 116 Bonita Springs FL 34135	07 023 0600	SE1/4 SE1/4	40.00	39.40	\$53,416	1.2294%	0.39	\$2,872			1.40	\$515	\$3,388	\$3,455
Ryan, Eileen M 37638 375th Ave Saint Peter MN 56082	07 023 0700	NE1/4 SE1/4	40.00	40.00	\$47,266	1.0878%								\$3,057
LAKE PRAIRIE "W" TWP - SECTION 24														
24-11-27														
Ryan, Eileen M 37638 375th Ave Saint Peter MN 56082	07 024 0100	NE1/4 NW1/4	40.00	37.76	\$40,986	0.9433%								\$2,651
Ryan, Eileen M 37638 375th Ave Saint Peter MN 56082	07 024 0100	SE1/4 NW1/4 EXCEPT 5.2 AC BORDER	34.80	31.43	\$23,224	0.5345%	0.25	\$1,841	0.26	\$192	2.67	\$983	\$3,015	\$1,502
Jindra, Timothy G & Brandie R Jindra 37612 376th Ln Saint Peter MN 56082	07 024 0200	SE1/4 NW1/4 5.2 AC IN BORDER	5.20	4.50	\$938	0.0216%			0.37	\$273	0.00	\$0	\$273	\$61
Ryan, Eileen M 37638 375th Ave Saint Peter MN 56082	07 024 0500	NE1/4 SW1/4 5.0 AC IN BORDER	5.00	0.64	\$0	0.0000%								\$0
Ryan, Eileen M 37638 375th Ave Saint Peter MN 56082	07 024 0505	NW1/4 NW1/4 BORDER	40.00	27.10	\$29,237	0.6729%								\$1,891
Ryan, Eileen M 37638 375th Ave Saint Peter MN 56082	07 024 0505	SW1/4 NW1/4 BORDER	40.00	27.63	\$22,493	0.5177%	0.90	\$6,629			3.19	\$1,174	\$7,802	\$1,455
Ryan, Eileen M 37638 375th Ave Saint Peter MN 56082	07 024 0505	NW1/4 SW1/4 EXCEPT 8.2 AC BORDER	31.80	26.22	\$26,957	0.6204%	1.39	\$10,237			4.91	\$1,807	\$12,044	\$1,743
Ryan, Eileen M 37638 375th Ave Saint Peter MN 56082	07 024 0505	NE1/4 SW1/4 EXCEPT 6.8 AC BORDER	33.20	6.43	\$5,099	0.1173%								\$330
Ryan, Eileen M 37638 375th Ave Saint Peter MN 56082	07 024 0505	SW1/4 SW1/4 BORDER	40.00	28.86	\$37,069	0.8532%	0.69	\$5,082			2.44	\$898	\$5,980	\$2,397
Pettis, Daniel V & Maureen M Pettis 37803 376th Ln Saint Peter MN 56082	07 024 0510	NW1/4 SW1/4 8.2 AC IN	8.20	7.67	\$3,763	0.0866%			0.08	\$59	0.00	\$0	\$59	\$243
Pettis, Daniel V & Maureen M Pettis 37803 376th Ln Saint Peter MN 56082	07 024 0510	NE1/4 SW1/4 1.8 AC IN	1.80	1.44	\$1,082	0.0249%								\$70
LAKE PRAIRIE "W" TWP - SECTION 25														
25-11-27														
Gostomczik, Steven P 524 N 9th St Saint Peter MN 56082	07 025 0100	NW1/4 NW1/4 BORDER	40.00	30.40	\$35,318	0.8128%								\$2,284
Gostomczik, Steven P 524 N 9th St Saint Peter MN 56082	07 025 0100	NW1/4 NW1/4 BORDER TILED IN	40.00	9.10	\$5,406	0.1244%								\$350
GOSTOMCZIK, STEVEN P 524 9TH ST SAINT PETER, MN 56082	07 025 0100	NE1/4 NW1/4 BORDER TILED IN	40.00	30.00	\$15,446	0.3555%								\$999

NICOLLET COUNTY CD-75 REDETERMINATION OF BENEFITS OCTOBER 22, 2022 (DRAFT)

Name And Address Of Owner	Parcel Number	Description	Deeded Acres	Benefited Acres	Amount Benefited	% Of total Benefits	R.O.W. Grass Strip Easement Cropland Acres 100%	R.O.W. Grass Strip Easement Cropland Damages 100%	R.O.W. Grass Strip Easement Trees or N.B. Acres 10%	R.O.W. Grass Strip Easement Trees or N.B. Damages 10%	Access R.O.W. Easement Acres 5%	Access R.O.W. Easement Damages 5%	Total Easement Damages	Estimated Easement Assessment
Gostomczik, Steven P 524 N 9th St Saint Peter MN 56082	07.025.0100	SW1/4 NW1/4 BORDER	40.00	8.80	\$10,370	0.2387%								\$671
Gostomczik, Steven P 524 N 9th St Saint Peter MN 56082	07.025.0100	SW1/4 NW1/4 BORDER TILED IN	40.00	31.20	\$18,298	0.4211%								\$1,183
GOSTOMCZIK, STEVEN P 524 9TH ST. SAINT PETER, MN 56082	07.025.0100	SE1/4 NW1/4 TILED IN	40.00	30.00	\$16,282	0.3747%								\$1,053
Conion, Mary Rose Revocable Trust 39954 State Hwy 22 Saint Peter MN 56082	07.025.0400	NW1/4 SW1/4 BORDER	40.00	1.80	\$1,954	0.0450%								\$126
LAKE PRAIRIE "W" TWP - SECTION 26 26-111-27														
Herberg Family LLC, William & Irene 37961 391st Ave Saint Peter MN 56082	07.026.0100	NW1/4 NW1/4	40.00	38.79	\$37,497	0.8630%								\$2,425
Conion, Mary Rose Revocable Trust 39954 State Hwy 22 Saint Peter MN 56082	07.026.0200	NE1/4 NW1/4	40.00	40.00	\$47,454	1.0922%								\$3,069
Herberg, Steven R & Mark W Herberg 38836 State Highway 22 Saint Peter MN 56082	07.026.0300	SW1/4 NW1/4	40.00	38.79	\$51,116	1.1764%								\$3,306
Herberg, Roger & Hannah Trust 1329 S 7th St Saint Peter MN 56082	07.026.0400	SE1/4 NW1/4	40.00	39.24	\$56,145	1.2922%	0.50	\$3,683			1.77	\$651	\$4,334	\$3,631
Aadm LLC 25808 Cockleshell Dr Unit D 116 Bonita Springs FL 34135	07.026.0500	NW1/4 NE1/4	40.00	39.32	\$52,681	1.2125%	0.46	\$3,388			1.47	\$541	\$3,929	\$3,407
Aadm LLC 25808 Cockleshell Dr Unit D 116 Bonita Springs FL 34135	07.026.0500	NE1/4 NE1/4	40.00	38.05	\$48,494	1.1161%	1.29	\$9,501			4.56	\$1,678	\$11,179	\$3,136
Ann's Land Corporation Attn Lois Overson 3504 S Quillan CT Kennewick WA 99337	07.026.0600	NW1/4 SW1/4	40.00	37.80	\$49,676	1.1433%	0.50	\$3,683			1.77	\$651	\$4,334	\$3,213
Ann's Land Corporation Attn Lois Overson 3504 S Quillan CT Kennewick WA 99337	07.026.0600	SW1/4 SW1/4	40.00	33.64	\$34,618	0.7967%	1.50	\$11,048			5.31	\$1,954	\$13,002	\$2,239
Herberg, Roger & Hannah Trust 1329 S 7th St Saint Peter MN 56082	07.026.0700	NE1/4 SW1/4	40.00	38.48	\$49,174	1.1318%	1.00	\$7,365			3.54	\$1,303	\$8,668	\$3,180
Herberg, Roger & Hannah Trust 1329 S 7th St Saint Peter MN 56082	07.026.0700	SE1/4 SW1/4	40.00	35.45	\$49,363	1.1361%	1.00	\$7,365			3.54	\$1,303	\$8,668	\$3,192
Herberg, Roger & Hannah Trust 1329 S 7th St Saint Peter MN 56082	07.026.0700	SW1/4 SE1/4 EX 8.0 AC	32.00	29.42	\$35,434	0.8155%								\$2,292
Bergstrom Isaac & Branna Bergstrom 38933 State Highway 22 Saint Peter MN 56082	07.026.0800	SW1/4 SE1/4 2.23 AC IN	2.23	1.94	\$0	0.0000%								\$0
Bergstrom Isaac & Branna Bergstrom 38933 State Highway 22 Saint Peter MN 56082	07.026.0800	SE1/4 SE1/4 1.6 AC IN	1.60	1.43	\$216	0.0050%								\$14
Town Hall Farms Lip 40018 State Highway 22 Saint Peter MN 56082-4426	07.026.0810	SE1/4 SE1/4 5.7 AC IN	5.70	5.18	\$4,934	0.1136%								\$319
Town Hall Farms Lip 40018 State Highway 22 Saint Peter MN 56082-4426	07.026.0815	SE1/4 SE1/4 10.5 AC IN BORDER	10.50	6.60	\$5,549	0.1277%								\$359
Conion, Mary Rose Revocable Trust 39954 State Hwy 22 Saint Peter MN 56082	07.026.0820	SW1/4 NE1/4	40.00	37.21	\$49,526	1.1398%	1.84	\$13,552			6.52	\$2,399	\$15,951	\$3,203

NICOLLET COUNTY CD-75 REDETERMINATION OF BENEFITS OCTOBER 22, 2022 (DRAFT)

Name And Address Of Owner	Parcel Number	Description	Deeded Acres	Benefited Acres	Amount Benefited	% Of total Benefits	R.O.W. Grass Strip Easement Cropland Acres 100%	R.O.W. Grass Strip Easement Cropland Damages 100%	R.O.W. Grass Strip Easement Trees or N.B. Acres 10%	R.O.W. Grass Strip Easement Trees or N.B. Damages 10%	Access R.O.W. Easement Acres 5%	Access R.O.W. Easement Damages 5%	Total Easement Damages	Estimated Easement Assessment
Conlon, Mary Rose Revocable Trust 39954 State Hwy 22 Saint Peter MN 56082	07.026.0820	SE1/4 NE1/4	40.00	40.00	\$50,722	1.1674%								\$3,280
Conlon, Mary Rose Revocable Trust 39954 State Hwy 22 Saint Peter MN 56082	07.026.0820	NW1/4 SE1/4	40.00	39.30	\$49,773	1.1455%	0.46	\$3,388			1.64	\$604	\$3,991	\$3,219
Conlon, Mary Rose Revocable Trust 39954 State Hwy 22 Saint Peter MN 56082	07.026.0820	NE1/4 SE1/4	40.00	40.00	\$45,806	1.0542%								\$2,962
Conlon, Mary Rose Revocable Trust 39954 State Hwy 22 Saint Peter MN 56082	07.026.0820	SW1/4 SE1/4 3.86 IN	3.86	3.52	\$4,223	0.0972%								\$273
Conlon, Mary Rose Revocable Trust 39954 State Hwy 22 Saint Peter MN 56082	07.026.0820	SE1/4 SE1/4 19.2 AC IN BORDER	19.20	15.77	\$12,985	0.2988%								\$840
LAKE PRAIRIE "W" TWP - SECTION 27														
27-111-27														
ANNEXSTAD, GRANT M & KAREN M ANNEXSTAD REVOCABLE TRUST 38579 413TH AVE SAINT PETER MN 56082	07.027.0200	NE1/4 NW1/4 EXCEPT 1.34 AC BORDER	38.66	33.06	\$18,478	0.4253%								\$1,195
Herberg, Steven R & Mark W Herberg 38836 State Highway 22 Saint Peter MN 56082	07.027.0300	SE1/4 NW1/4 EXCEPT 12.0 AC	28.00	26.62	\$16,252	0.3740%								\$1,051
Herberg, Steven R & Mark W Herberg 38836 State Highway 22 Saint Peter MN 56082	07.027.0300	SW1/4 NE1/4	40.00	40.00	\$29,754	0.6848%								\$1,924
Herberg, Steven R & Mark W Herberg 38836 State Highway 22 Saint Peter MN 56082	07.027.0300	NW1/4 SE1/4 6.97 AC IN	6.97	5.27	\$4,981	0.1146%								\$322
Lokensgard, Emilie A Le Etal 37980 State Highway 22 Saint Peter MN 56082	07.027.0400	NW1/4 NE1/4 BORDER	40.00	31.60	\$20,581	0.4737%								\$1,331
Lokensgard, Emilie A Le Etal 37980 State Highway 22 Saint Peter MN 56082	07.027.0400	NE1/4 NE1/4 BORDER	40.00	22.19	\$15,762	0.3628%								\$1,019
Lokensgard, Emilie A Le Etal 37980 State Highway 22 Saint Peter MN 56082	07.027.0400	SE1/4 NE1/4	40.00	38.79	\$35,489	0.8168%								\$2,295
Lokensgard, Emilie A Le Etal 37980 State Highway 22 Saint Peter MN 56082	07.027.0400	NE1/4 SE1/4 EXCEPT 9.54 AC	30.46	27.56	\$26,240	0.6039%								\$1,697
Nelsonsgard Farm LLC 42098 380th St Saint Peter MN 56082	07.027.0500	SE1/4 NW1/4 0.5 AC IN	0.50	0.43	\$464	0.0107%								\$30
Nelsonsgard Farm LLC 42098 380th St Saint Peter MN 56082	07.027.0500	NE1/4 SW1/4 1.4 AC IN	1.40	1.40	\$1,699	0.0391%								\$110
Nelsonsgard Farm LLC 42098 380th St Saint Peter MN 56082	07.027.0500	SW1/4 SW1/4 3.6 AC IN	3.60	3.60	\$0	0.0000%								\$0
Nelsonsgard Farm LLC 42098 380th St Saint Peter MN 56082	07.027.0500	SE1/4 SW1/4 11.31 AC IN	11.31	11.31	\$8,733	0.2010%								\$565
Annexstad Michael C 38005 403rd Ave Saint Peter MN 56082	07.027.0501	SW1/4 SW1/4 16.8 AC IN	16.80	16.04	\$27,548	0.6340%	0.50	\$3,683			1.79	\$659	\$4,341	\$1,782
Annexstad Michael C 38005 403rd Ave Saint Peter MN 56082	07.027.0501	SE1/4 SW1/4 3.27 AC IN	3.27	2.93	\$3,547	0.0816%	0.23	\$1,694			0.81	\$298	\$1,992	\$229
Annexstad Michael C 38005 403rd Ave Saint Peter MN 56082	07.027.0505	SW1/4 NW1/4 BORDER	40.00	5.30	\$3,982	0.0917%								\$258

NICOLLET COUNTY CD-75 REDETERMINATION OF BENEFITS OCTOBER 22, 2022 (DRAFT)

Name And Address Of Owner	Parcel Number	Description	Deeded Acres	Benefited Acres	Amount Benefited	% Of total Benefits	R.O.W. Grass Strip Easement Cropland Acres 100%	R.O.W. Grass Strip Easement Cropland Damages 100%	R.O.W. Grass Strip Easement Trees or N.B. Acres 10%	R.O.W. Grass Strip Easement Trees or N.B. Damages 10%	Access R.O.W. Easement Acres 5%	Access R.O.W. Easement Damages 5%	Total Easement Damages	Estimated Easement Assessment
Annexstad Michael C 38005 403rd Ave Saint Peter MN 56082	07 027 0505	SE1/4 NW1/4 11.5 AC IN BORDER	11.50	4.29	\$4,493	0.1034%								\$291
Annexstad Michael C 38005 403rd Ave Saint Peter MN 56082	07 027 0505	NW1/4 SW1/4 BORDER	40.00	38.50	\$39,459	0.9081%								\$2,552
Annexstad Michael C 38005 403rd Ave Saint Peter MN 56082	07 027 0505	SW1/4 SW1/4 9.61 AC IN	9.61	9.61	\$9,777	0.2250%								\$632
Annexstad, Roif & Jean Annexstad 38171 403rd Ave Saint Peter MN 56082	07 027 0510	NE1/4 SW1/4 EXCEPT 1.4 AC	38.60	38.60	\$43,339	0.9975%								\$2,803
Annexstad, Roif & Jean Annexstad 38171 403rd Ave Saint Peter MN 56082	07 027 0510	SE1/4 SW1/4 EXCEPT 16.38 AC	23.62	23.62	\$23,852	0.5490%								\$1,543
Annexstad, Roif & Jean Annexstad 38171 403rd Ave Saint Peter MN 56082	07 027 0510	NW1/4 SE1/4 15.27 AC IN	15.27	14.41	\$13,838	0.3185%								\$895
Annexstad, Roif & Jean Annexstad 38171 403rd Ave Saint Peter MN 56082	07 027 0510	SW1/4 SE1/4 19.0 AC IN	19.00	18.72	\$22,636	0.5210%	0.18	\$1,326			0.66	\$243	\$1,569	\$1,464
Herberg Family LLC, William & Irene 37961 391st Ave Saint Peter MN 56082	07 027 0800	NW1/4 SE1/4 11.25 AC IN	11.25	10.39	\$9,040	0.2081%								\$585
Herberg Family LLC, William & Irene 37961 391st Ave Saint Peter MN 56082	07 027 0800	NE1/4 SE1/4 9.54 AC IN	9.54	7.85	\$6,964	0.1603%								\$450
Herberg Family LLC, William & Irene 37961 391st Ave Saint Peter MN 56082	07 027 0800	SW1/4 SE1/4 19.9 AC IN	19.90	19.84	\$17,294	0.3980%	0.04	\$295			0.15	\$55	\$350	\$1,118
Herberg Family LLC, William & Irene 37961 391st Ave Saint Peter MN 56082	07 027 0800	SE1/4 SE1/4	40.00	38.39	\$40,158	0.9242%	0.26	\$1,915			0.94	\$346	\$2,261	\$2,597
Herberg, Steven R & Mark W Herberg 38836 State Highway 22 Saint Peter MN 56082	07 034 0100	SW1/4 SW1/4 12.7 AC IN	12.70	11.94	\$19,395	0.4464%	0.50	\$3,683			1.79	\$659	\$4,341	\$1,254
Herberg, Steven R & Mark W Herberg 38836 State Highway 22 Saint Peter MN 56082	07 034 0100	SE1/4 SW1/4 1.8 AC IN	1.80	1.46	\$2,555	0.0588%	0.23	\$1,694			0.81	\$298	\$1,992	\$165
Herberg, Steven R & Mark W Herberg 38836 State Highway 22 Saint Peter MN 56082	07 034 0100	SW1/4 SE1/4 1.1 AC IN	1.10	0.76	\$1,031	0.0237%	0.23	\$1,694			0.76	\$280	\$1,974	\$67
LAKE PRAIRIE "W" TWP - SECTION 28 28-11-27														
Quist, Allen J & Julie M Quist 38197 State Highway 22 Saint Peter MN 56082	07 028 0100	E1/2 NW1/4 NW1/4 BORDER	20.00	8.89	\$1,619	0.0373%								\$105
Quist, Allen J & Julie M Quist 38197 State Highway 22 Saint Peter MN 56082	07 028 0100	W1/2 NE1/4 NW1/4 BORDER	20.00	11.09	\$4,924	0.1133%								\$318
Annexstad, Glenn J & Hope J Annexstad 38055 State Highway 22 Saint Peter MN 56082	07 028 0200	SW1/4 NW1/4 EXCEPT 1.84 AC	38.16	38.16	\$31,545	0.7260%								\$2,040
Quist, Allen J & Julie M Quist 38197 State Highway 22 Saint Peter MN 56082	07 028 0300	W1/2 NW1/4 NW1/4 BORDER	20.00	7.09	\$3,995	0.0920%								\$258
Quist, Allen J & Julie M Quist 38197 State Highway 22 Saint Peter MN 56082	07 028 0300	E1/2 NE1/4 NW1/4 BORDER	20.00	12.75	\$9,259	0.2131%								\$599
Quist, Allen J & Julie M Quist 38197 State Highway 22 Saint Peter MN 56082	07 028 0300	SE1/4 NW1/4	40.00	38.18	\$38,850	0.8941%								\$2,513

NICOLLET COUNTY CD-75 REDETERMINATION OF BENEFITS OCTOBER 22, 2022 (DRAFT)

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Quist, Allen J & Julie M Quist 38197 State Highway 22 Saint Peter MN 56082	07.028.0300	NW1/4 NE1/4 BORDER	40.00	34.20	\$28,970	0.6668%								\$1,874
Annexstad Michael C 38005 403rd Ave Saint Peter MN 56082	07.028.0405	SE1/4 NE1/4 EXCEPT 2.95 AC BORDER	37.05	34.00	\$37,926	0.8729%								\$2,453
Annexstad, Rolif & Jean Annexstad 38171 403rd Ave Saint Peter MN 56082	07.028.0410	NE1/4 NE1/4 3.36 AC IN BORDER	3.36	1.89	\$368	0.0085%								\$24
Annexstad Dairy Farms Inc 38171 403rd Ave Saint Peter MN 56082	07.028.0415	NE1/4 NE1/4 17.55 AC IN BORDER	17.55	1.70	\$661	0.0152%								\$43
ANNEXSTAD, GRANT M & KAREN M ANNEXSTAD REVOCABLE TRUST 38579 413TH AVE SAINT PETER MN 56082	07.028.0500	NW1/4 SW1/4	40.00	40.00	\$31,760	0.7310%								\$2,054
ANNEXSTAD, GRANT M & KAREN M ANNEXSTAD REVOCABLE TRUST 38579 413TH AVE SAINT PETER MN 56082	07.028.0600	W1/2 NE1/4 SW1/4	20.00	20.00	\$19,724	0.4540%								\$1,276
MURTHA, CARISSA 414 S FRONT ST SAINT PETER MN 56082	07.028.0700	SW1/4 SW1/4	40.00	40.00	\$41,251	0.9494%								\$2,668
Friedenrichs, James L Ann L Friederichs 39128 403rd Ave Saint Peter MN 56082	07.028.0800	SE1/4 SW1/4	40.00	40.00	\$38,138	0.8777%								\$2,466
Hanson Robert J & Jodee M Hanson 38660 403rd Ave Saint Peter MN 56082	07.028.0900	NW1/4 SW1/4 6.0 AC IN	6.00	6.00	\$3,194	0.0735%								\$207
Hanson Robert J & Jodee M Hanson 38660 403rd Ave Saint Peter MN 56082	07.028.0901	SE1/4 SE1/4 10.6 AC IN	10.60	9.75	\$15,844	0.3647%	0.56	\$4,124			1.97	\$725	\$4,849	\$1,025
Hanson Robert J & Jodee M Hanson 38660 403rd Ave Saint Peter MN 56082	07.028.0905	SW1/4 NE1/4	40.00	35.06	\$52,989	1.2195%	1.00	\$7,365			3.54	\$1,303	\$8,668	\$3,427
Hanson Robert J & Jodee M Hanson 38660 403rd Ave Saint Peter MN 56082	07.028.0905	E1/2 NE1/4 SW1/4	20.00	20.00	\$18,860	0.4341%								\$1,220
Hanson Robert J & Jodee M Hanson 38660 403rd Ave Saint Peter MN 56082	07.028.0905	NW1/4 SE1/4 EXCEPT 6.0 AC	34.00	32.06	\$40,594	0.9343%	0.62	\$4,566			2.20	\$810	\$5,376	\$2,625
Hanson Robert J & Jodee M Hanson 38660 403rd Ave Saint Peter MN 56082	07.028.0905	NE1/4 SE1/4	40.00	37.84	\$50,651	1.1657%	0.77	\$5,671			2.71	\$997	\$6,668	\$3,276
Hanson Robert J & Jodee M Hanson 38660 403rd Ave Saint Peter MN 56082	07.028.0905	SW1/4 SE1/4	40.00	38.71	\$53,443	1.2300%	0.50	\$3,683			1.77	\$651	\$4,334	\$3,456
Hanson Robert J & Jodee M Hanson 38660 403rd Ave Saint Peter MN 56082	07.028.0905	SE1/4 SE1/4 18.1 AC IN	18.10	15.65	\$19,939	0.4589%	0.74	\$5,450			2.60	\$957	\$6,407	\$1,290
Hanson, Fred Charles Jr 39384 403rd Ave Saint Peter MN 56082	07.033.0600	SE1/4 SE1/4 0.7 AC IN	0.70	0.65	\$882	0.0203%	0.03	\$221			0.12	\$44	\$265	\$57
Hanson, Fred Charles Jr 39384 403rd Ave Saint Peter MN 56082	07.033.0601	SE1/4 SE1/4 4.5 AC IN	4.50	3.93	\$6,102	0.1404%	0.48	\$3,535			1.33	\$489	\$4,025	\$395
LAKE PRAIRIE "W" TWP - SECTION 29 29-111-27														
Annexstad, Lawrence O 38004 State Hwy 22 Saint Peter MN 56082	07.029.0305	SW1/4 NE1/4 EXCEPT 11.21 AC BORDER	28.79	3.45	\$1,430	0.0329%								\$92
Annexstad, Glenn - Le 38055 State Highway 22 Saint Peter MN 56082	07.029.0400	NE1/4 NE1/4 2.55 AC IN BORDER	2.55	1.65	\$67	0.0016%								\$4

NICOLLET COUNTY CD-75 REDETERMINATION OF BENEFITS OCTOBER 22, 2022 (DRAFT)

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Annexstad, Scott & Jennifer L Annexstad 38123 State Highway 22 Saint Peter MN 56082	07.029.0505	NE1/4 NE1/4 21.0 AC IN BORDER	21.00	3.00	\$466	0.0107%								\$30
Annexstad, Scott 38123 State Highway 22 Saint Peter MN 56082	07.029.0515	NE1/4 NE1/4 2.6 AC IN BORDER	2.60	1.30	\$405	0.0093%								\$26
Annexstad, Glenn J & Hope J Annexstad 38055 State Highway 22 Saint Peter MN 56082	07.029.0520	NW1/4 NE1/4 0.3 AC IN	0.30	0.12	\$81	0.0019%								\$5
Annexstad, Glenn J & Hope J Annexstad 38055 State Highway 22 Saint Peter MN 56082	07.029.0520	NE1/4 NE1/4 11.05 AC IN	11.05	8.40	\$5,235	0.1205%								\$339
Annexstad, Glenn J & Hope J Annexstad 38055 State Highway 22 Saint Peter MN 56082	07.029.0520	SW1/4 NE1/4 11.21 AC IN	11.21	10.04	\$6,234	0.1435%								\$403
Annexstad, Glenn J & Hope J Annexstad 38055 State Highway 22 Saint Peter MN 56082	07.029.0520	SE1/4 NE1/4	40.00	40.00	\$27,613	0.6355%								\$1,786
ANNEXSTAD, GRANT M & KAREN M ANNEXSTAD REVOCABLE TRUST 38579 413TH AVE SAINT PETER MN 56082	07.029.0600	SW1/4 SE1/4 EXCEPT 10.0 AC BORDER	30.00	12.76	\$1,995	0.0459%								\$129
Annexstad, Brett R 38841 413th Ave Saint Peter MN 56082	07.029.0610	SW1/4 SE1/4 10 AC IN BORDER	10.00	9.00	\$661	0.0152%								\$43
ANNEXSTAD, GRANT M & KAREN M ANNEXSTAD REVOCABLE TRUST 38579 413TH AVE SAINT PETER MN 56082	07.029.0700	NW1/4 SE1/4 8.04 AC IN BORDER	8.04	3.99	\$0	0.0000%								\$0
MURTHA, CARISSA 414 S FRONT ST SAINT PETER MN 56082	07.029.0900	SE1/4 SE1/4 EXC 10.0 AC BORDER	30.00	27.00	\$16,029	0.3689%								\$1,037
MURTHA, CARISSA 414 S FRONT ST SAINT PETER MN 56082	07.029.0905	SE1/4 SE1/4 9.87 AC IN BORDER	9.87	2.87	\$1,085	0.0250%								\$70
ANNEXSTAD, GRANT M & KAREN M ANNEXSTAD REVOCABLE TRUST 38579 413TH AVE SAINT PETER MN 56082	07.029.1000	NW1/4 SE1/4 EXCEPT 10.54 AC BORDER	29.46	27.44	\$7,386	0.1700%								\$478
ANNEXSTAD, GRANT M & KAREN M ANNEXSTAD REVOCABLE TRUST 38579 413TH AVE SAINT PETER MN 56082	07.029.1000	NE1/4 SE1/4	40.00	40.00	\$25,259	0.5813%								\$1,634
ANNEXSTAD, GRANT M & KAREN M ANNEXSTAD REVOCABLE TRUST 38579 413TH AVE SAINT PETER MN 56082	07.029.1100	NW1/4 SE1/4 2.5 AC IN	2.50	2.50	\$81	0.0019%								\$5
LAKE PRAIRIE "W" TWP - SECTION 33 33-111-27														
MURTHA, CARISSA 414 S FRONT ST SAINT PETER MN 56082	07.033.0100	NW1/4 NW1/4 BORDER	40.00	13.30	\$13,309	0.3063%								\$861
Friedenrichs, James L Ann L Friedenrichs 39128 403rd Ave Saint Peter MN 56082	07.033.0200	NE1/4 NW1/4	40.00	40.00	\$43,634	1.0042%								\$2,822
Friedenrichs, James L Ann L Friedenrichs 39128 403rd Ave Saint Peter MN 56082	07.033.0200	NW1/4 NE1/4 EXCEPT 9.36 AC	30.64	30.64	\$25,021	0.5759%								\$1,618
Friedenrichs, James L Ann L Friedenrichs 39128 403rd Ave Saint Peter MN 56082	07.033.0200	NE1/4 NE1/4 3.16 AC IN	3.16	2.83	\$1,753	0.0404%								\$113
Hoehn, Marlene M 14430 Beverly Ln Savage MN 55378	07.033.0300	NW1/4 NW1/4 14.6 AC IN BORDER	14.60	1.00	\$751	0.0173%								\$49

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Hoehn, Marlene M 14430 Beverly Ln Savage MN 55378	07 033 0300	NE1/4 NW1/4 BORDER	40.00	28.40	\$24,713	0.5688%								\$1,598
Friederichs, James L Ann L Friederichs 39128 403rd Ave Saint Peter MN 56082	07 033 0400	NW1/4 NE1/4 5.88 AC IN	5.88	5.37	\$8,715	0.2006%	0.33	\$2,430			1.18	\$434	\$2,865	\$564
Horak, Matthew S & Kathleen M Horak 39030 403rd Ave Saint Peter MN 56082	07 033 0500	NW1/4 NE1/4 3.48 AC IN	3.48	3.23	\$2,728	0.0628%			0.16	\$118	0.00	\$0	\$118	\$176
Horak, Matthew S & Kathleen M Horak 39030 403rd Ave Saint Peter MN 56082	07 033 0500	NE1/4 NE1/4 1.7 AC IN	1.70	1.35	\$270	0.0062%			0.05	\$37	0.00	\$0	\$37	\$17
Hanson, Fred Charles Jr 39384 403rd Ave Saint Peter MN 56082	07 033 0600	NE1/4 NE1/4 EXCEPT 5.06 AC	34.94	33.29	\$32,280	0.7429%	0.14	\$1,031			0.51	\$188	\$1,219	\$2,088
Hanson, Fred Charles Jr 39384 403rd Ave Saint Peter MN 56082	07 033 0600	SW1/4 NE1/4 BORDER	40.00	38.70	\$38,172	0.8785%								\$2,469
Hanson, Fred Charles Jr 39384 403rd Ave Saint Peter MN 56082	07 033 0600	SE1/4 NE1/4 EXCEPT 2.5 AC	37.50	36.64	\$14,456	0.3327%								\$935
Hanson, Fred Charles Jr 39384 403rd Ave Saint Peter MN 56082	07 033 0600	NW1/4 SE1/4 BORDER	40.00	12.00	\$9,885	0.2275%								\$639
Hanson, Fred Charles Jr 39384 403rd Ave Saint Peter MN 56082	07 033 0600	NE1/4 SE1/4 EXCEPT 1.7 AC BORDER	38.30	36.10	\$25,586	0.5889%								\$1,655
Hanson, Fred Charles Jr 39384 403rd Ave Saint Peter MN 56082	07 033 0601	NE1/4 NE1/4 0.2 AC IN	0.20	0.20	\$188	0.0043%								\$12
Hanson, Fred Charles Jr 39384 403rd Ave Saint Peter MN 56082	07 033 0700	SE1/4 NE1/4 2.5 AC IN	2.50	2.18	\$1,276	0.0294%								\$82
Feder Jeffrey D & Mari Ab Feder 40321 Cty Rd 15 Saint Peter MN 56082	07 033 1700	SE1/4 SE1/4 EXCEPT 19.5 AC BORDER	20.50	2.86	\$301	0.0069%								\$19
Ranweiler Rose E 8 Bianchi Dr New Ulm MN 56073	07 033 2000	SE1/4 SE1/4 3.27 AC IN BORDER	3.27	0.97	\$0	0.0000%								\$0
Bussman, Arlyce E 40028 County Road 15 Saint Peter MN 56082	07 034 0705	NE1/4 SE1/4 1.0 AC IN	1.00	1.00	\$0	0.0000%								\$0
Bussman, Arlyce E 40028 County Road 15 Saint Peter MN 56082	07 034 0705	SE1/4 SE1/4 5.4 AC IN	5.40	4.71	\$0	0.0000%								\$0

LAKE PRAIRIE "W" TWP - SECTION 34

34-111-27

Herberg, Steven R & Mark W Herberg 38836 State Highway 22 Saint Peter MN 56082	07 034 0100	NW1/4 NW1/4	40.00	40.00	\$36,622	0.8429%								\$2,368
Herberg, Steven R & Mark W Herberg 38836 State Highway 22 Saint Peter MN 56082	07 034 0100	NE1/4 NW1/4 EXCEPT 3.0 AC	37.00	36.52	\$37,307	0.8586%	0.32	\$2,357			1.14	\$420	\$2,776	\$2,413
Herberg, Steven R & Mark W Herberg 38836 State Highway 22 Saint Peter MN 56082	07 034 0100	SE1/4 NW1/4 EXCEPT 8.4 AC	31.60	31.60	\$10,649	0.2451%								\$689
Herberg, Steven R & Mark W Herberg 38836 State Highway 22 Saint Peter MN 56082	07 034 0100	NW1/4 NE1/4 8.67 AC IN	8.67	7.22	\$7,642	0.1759%	0.95	\$6,997			3.46	\$1,273	\$8,270	\$494
Annexstad, Rolf & Jean Annexstad 38171 403rd Ave Saint Peter MN 56082	07 034 0200	NE1/4 NW1/4 3.0 AC IN	3.00	2.52	\$3,043	0.0700%	0.32	\$2,357			1.14	\$420	\$2,776	\$197

NICOLLET COUNTY CD-75 REDETERMINATION OF BENEFITS OCTOBER 22, 2022 (DRAFT)

Name And Address Of Owner	Parcel Number	Description	Deeded Acres	Benefited Acres	Amount Benefited	% Of total Benefits	R.O.W. Grass Strip Easement Cropland Acres 100%	R.O.W. Grass Strip Easement Cropland Damages 100%	R.O.W. Grass Strip Easement Trees or N.B. Acres 10%	R.O.W. Grass Strip Easement Trees or N.B. Damages 10%	Access R.O.W. Easement Acres 5%	Access R.O.W. Easement Damages 5%	Total Easement Damages	Estimated Easement Assessment
Annexstad, Rolf & Jean Annexstad 38171 403rd Ave Saint Peter MN 56082	07 034.0200	NW1/4 NE1/4 1.51 AC IN	1.51	1.25	\$1,362	0.0313%	0.17	\$1,252			0.62	\$228	\$1,480	\$88
Herberg, Bryan L 39342 391st Ave Saint Peter MN 56082	07 034.0305	SE1/4 NW1/4 8.4 AC IN	8.40	8.40	\$0	0.0000%								\$0
Herberg, Bryan L 39342 391st Ave Saint Peter MN 56082	07 034.0305	NW1/4 NE1/4 EXCEPT 13.17 AC	26.83	26.83	\$28,026	0.6450%								\$1,813
Herberg, Bryan L 39342 391st Ave Saint Peter MN 56082	07 034.0305	SW1/4 NE1/4	40.00	40.00	\$29,454	0.6779%								\$1,905
Herberg, Bryan L 39342 391st Ave Saint Peter MN 56082	07 034.0305	NW1/4 SE1/4	40.00	40.00	\$4,677	0.1076%								\$302
Herberg, Bryan L 39342 391st Ave Saint Peter MN 56082	07 034.0305	NE1/4 SE1/4 0.92 AC IN	0.92	0.89	\$180	0.0041%								\$12
Ann's Land Corporation Attn Lois Overson 3504 S Quillan CT Kennewick WA 99337	07 034.0400	NE1/4 NE1/4	40.00	37.07	\$45,220	1.0408%	0.83	\$6,113			2.93	\$1,078	\$7,191	\$2,925
Pehrson, Patric V & Amy R Pehrson 39199 391st Ave Saint Peter MN 56082	07 034.0500	SE1/4 NE1/4 5.70 AC IN	5.70	5.28	\$1,489	0.0343%								\$96
Miller, Fred W & Joan R Rev Trust 39536 State Highway 22 Saint Peter MN 56082	07 034.0505	SE1/4 NE1/4 EXCEPT 8.36 AC	31.64	30.41	\$27,048	0.6225%								\$1,749
Pehrson, Nancy 39301 391st Ave Saint Peter MN 56082	07 034.0600	SE1/4 NE1/4 2.5 AC IN	2.50	1.98	\$216	0.0050%								\$14
Bussman Family Trust, David & Arlyce 40028 County Rd 15 Saint Peter MN 56082-5126	07 034.0700	SW1/4 NW1/4	40.00	40.00	\$29,565	0.6804%								\$1,912
Bussman Family Trust, David & Arlyce 40028 County Rd 15 Saint Peter MN 56082-5126	07 034.0700	NW1/4 SW1/4 EXCEPT 3.2 AC	36.80	36.80	\$12,137	0.2793%								\$785
Bussman Family Trust, David & Arlyce 40028 County Rd 15 Saint Peter MN 56082-5126	07 034.0700	NE1/4 SW1/4	40.00	40.00	\$5,473	0.1260%								\$354
Bussman Family Trust, David & Arlyce 40028 County Rd 15 Saint Peter MN 56082-5126	07 034.0700	SW1/4 SW1/4 4.0 AC IN	4.00	4.00	\$0	0.0000%								\$0
Bussman Family Trust, David & Arlyce 40028 County Rd 15 Saint Peter MN 56082-5126	07 034.0700	SE1/4 SW1/4 9.7 AC IN	9.70	9.70	\$1,067	0.0246%								\$69
Bussman Family Trust, David & Arlyce 40028 County Rd 15 Saint Peter MN 56082-5126	07 034.0700	SW1/4 SE1/4 EXCEPT 1.57 AC	38.43	38.43	\$4,506	0.1037%								\$291
Bussman, Arlyce E 40028 County Road 15 Saint Peter MN 56082	07 034.0705	NW1/4 SW1/4 3.2 AC IN	3.20	3.20	\$0	0.0000%								\$0
Bussman, Arlyce E 40028 County Road 15 Saint Peter MN 56082	07 034.0705	SW1/4 SW1/4 17.5 AC IN BORDER	14.30	9.57	\$0	0.0000%								\$0
Wenner, Charles R 39004 County Road 15 Saint Peter MN 56082	07 034.0800	SW1/4 SW1/4 1.2 AC IN	1.20	1.20	\$78	0.0018%								\$5
Wenner, Charles R 39004 County Road 15 Saint Peter MN 56082	07 034.0800	SE1/4 SW1/4 5.23 AC IN	5.23	5.23	\$385	0.0089%								\$25
Haack, Jeffrey H & Cheri M Haack 39444 391st Ave Saint Peter MN 56082	07 034.0900	NE1/4 SE1/4 EXCEPT .86 AC	39.24	37.86	\$20,432	0.4703%								\$1,321

NICOLLET COUNTY CD-75 REDETERMINATION OF BENEFITS OCTOBER 22, 2022 (DRAFT)

Name And Address Of Owner	Parcel Number	Description	Deeded Acres	Benefited Acres	Amount Benefited	% Of total Benefits	R.O.W. Grass Strip Easement Cropland Acres 100%	R.O.W. Grass Strip Easement Cropland Damages 100%	R.O.W. Grass Strip Easement Trees or N.B. Acres 10%	R.O.W. Grass Strip Easement Trees or N.B. Damages 10%	Access R.O.W. Easement Acres 5%	Access R.O.W. Easement Damages 5%	Total Easement Damages	Estimated Easement Assessment
Haack, Jeffrey H & Chen M Haack 39444 391st Ave Saint Peter MN 56082	07.034.0900	SE1/4 SE1/4	40.00	40.00	\$27,693	0.6374%								\$1,791
LAKE PRAIRIE "W" TWP - SECTION 35 35-111-27														
Pehrson, Patric V & Amy R Pehrson 39199 391st Ave Saint Peter MN 56082	07.034.0500	SW1/4 NW1/4 4.3 AC IN	4.30	4.30	\$1,942	0.0447%								\$126
Ann's Land Corporation Attn Lois Overson 3504 S Quillan CT Kennewick WA 99337	07.035.0100	NW1/4 NW1/4	40.00	39.55	\$35,240	0.8110%								\$2,279
Ann's Land Corporation Attn Lois Overson 3504 S Quillan CT Kennewick WA 99337	07.035.0100	NE1/4 NW1/4	40.00	38.48	\$52,547	1.2094%	1.00	\$7,365			3.54	\$1,303	\$8,668	\$3,398
Herberg Family LLC, William & Irene 37961 391st Ave Saint Peter MN 56082	07.035.0200	NE1/4 NE1/4	40.00	40.00	\$46,059	1.0601%								\$2,979
Herberg Family LLC, William & Irene 37961 391st Ave Saint Peter MN 56082	07.035.0200	SE1/4 NE1/4 0.02 AC IN	0.02	0.02	\$0	0.0000%								\$0
Birr, Louis F & Diane G Birr 33802 480th St Kasota MN 56050	07.035.0300	SE1/4 NE1/4 EXCEPT .02 AC	39.98	38.46	\$37,830	0.8707%	1.00	\$7,365			3.54	\$1,303	\$8,668	\$2,447
Herberg, Steven R & Mark W Herberg 38836 State Highway 22 Saint Peter MN 56082	07.035.0400	NW1/4 NE1/4 15.0 AC IN	15.00	13.61	\$23,819	0.5482%	0.92	\$6,776			3.24	\$1,192	\$7,968	\$1,540
Herberg Family LLC, William & Irene 37961 391st Ave Saint Peter MN 56082	07.035.0500	NW1/4 NE1/4 EXCEPT 15.0 AC	25.00	24.70	\$38,592	0.8882%	0.20	\$1,473			0.70	\$258	\$1,731	\$2,496
Miller, Fred W & Joan R Rev Trust 39536 State Highway 22 Saint Peter MN 56082	07.035.0505	SW1/4 NE1/4	40.00	38.81	\$47,085	1.0837%	0.78	\$5,745			2.76	\$1,016	\$6,760	\$3,045
Biederman, Paul L & Katherine E Biederman 39757 391st Ave Saint Peter MN 56082	07.035.0600	NE1/4 SW1/4 4.0 AC IN	4.00	3.73	\$1,349	0.0310%								\$87
Powers, Frederick & Christine Powers 39518 391st Ave Saint Peter MN 56082-5311	07.035.0605	SW1/4 SW1/4 6.0 AC IN	6.00	5.78	\$2,059	0.0474%								\$133
Miller, Joan R Revocable Trust 39536 State Hwy 22 Saint Peter MN 5608	07.035.0610	SW1/4 NW1/4 EXCEPT 4.3 AC	35.70	35.70	\$38,317	0.8819%								\$2,478
Miller, Joan R Revocable Trust 39536 State Hwy 22 Saint Peter MN 5608	07.035.0610	SE1/4 NW1/4	40.00	38.05	\$43,512	1.0014%	1.29	\$9,501			4.56	\$1,678	\$11,179	\$2,814
Miller, Joan R Revocable Trust 39536 State Hwy 22 Saint Peter MN 5608	07.035.0610	NW1/4 SW1/4	40.00	38.33	\$36,816	0.8473%								\$2,381
Miller, Joan R Revocable Trust 39536 State Hwy 22 Saint Peter MN 5608	07.035.0610	NE1/4 SW1/4 EXCEPT 10.1 AC	29.90	28.27	\$42,280	0.9731%	0.87	\$6,408			3.08	\$1,133	\$7,541	\$2,734
Miller, Joan R Revocable Trust 39536 State Hwy 22 Saint Peter MN 5608	07.035.0610	SW1/4 SW1/4 EXCEPT 6.0 AC	34.00	32.28	\$38,528	0.8867%	0.75	\$5,524			2.64	\$972	\$6,495	\$2,492
Biederman, Paul L & Katherine E Biederman 39757 391st Ave Saint Peter MN 56082	07.035.0620	NE1/4 SW1/4 6.11 AC IN	6.11	5.45	\$6,323	0.1455%	0.19	\$1,399			0.66	\$243	\$1,642	\$409
Bengtson, Lovona M Revocable Trust 1031 13th Ave NE Saint Joseph MN 56374	07.035.0800	SE1/4 SW1/4	40.00	36.18	\$48,381	1.1135%	1.19	\$8,764			4.24	\$1,560	\$10,325	\$3,129
Bengtson, Lovona M Revocable Trust 1031 13th Ave NE Saint Joseph MN 56374	07.035.0800	SW1/4 SE1/4	40.00	38.52	\$47,520	1.0937%	0.24	\$1,768			0.84	\$309	\$2,077	\$3,073

NICOLLET COUNTY CD-75 REDETERMINATION OF BENEFITS OCTOBER 22, 2022 (DRAFT)

Name And Address Of Owner	Parcel Number	Description	Deeded Acres	Benefited Acres	Amount Benefited	% Of total Benefits	R.O.W. Grass Strip Easement Cropland Acres 100%	R.O.W. Grass Strip Easement Cropland Damages 100%	R.O.W. Grass Strip Easement Trees or N.B. Acres 10%	R.O.W. Grass Strip Easement Trees or N.B. Damages 10%	Access R.O.W. Easement Acres 5%	Access R.O.W. Easement Damages 5%	Total Easement Damages	Estimated Easement Assessment
Herberg Family LLC, William & Irene 37961 391st Ave Saint Peter MN 56082	07 035 0905	NE1/4 SE1/4	40.00	40.00	\$31,487	0.7247%								\$2,036
Gerber, Rick M & Nancy K Johnson Trust Agreement 39845 391st Ave Saint Peter MN 56082	07 035 0910	NW1/4 SE1/4	40.00	39.29	\$28,977	0.6669%	0.47	\$3,462			1.67	\$615	\$4,076	\$1,874
Olson, Beverlee Ann Alvina Trust PO Box 109 Lake George MN 56458	07 035 1000	SE1/4 SE1/4	40.00	40.00	\$45,735	1.0526%								\$2,958
LAKE PRAIRIE "W" TWP - SECTION 36 36-111-27														
Herberg Family LLC, William & Irene 37961 391st Ave Saint Peter MN 56082	07 036 0100	NW1/4 NW1/4 BORDER	40.00	24.61	\$28,302	0.6514%								\$1,830
Family Share Trust (Wenner) 41923 387th Ave Saint Peter MN 56082	07 036 0600	NW1/4 SW1/4 EXCEPT .02 AC	39.98	39.98	\$38,380	0.8833%								\$2,482
Family Share Trust (Wenner) 41923 387th Ave Saint Peter MN 56082	07 036 0600	SW1/4 SW1/4 BORDER	40.00	38.50	\$35,074	0.8072%								\$2,268
Family Share Trust (Wenner) 41923 387th Ave Saint Peter MN 56082	07 036 0600	SE1/4 SW1/4 BORDER	40.00	2.20	\$1,709	0.0393%								\$111
Birr, Louis F & Diane G Birr 33802 480th St Kasota MN 56050	07 036 0700	NE1/4 SW1/4 2.6 AC IN BORDER	2.60	0.70	\$333	0.0077%								\$22
Birr, Louis F & Diane G Birr 33802 480th St Kasota MN 56050	07 036 0800	SW1/4 NW1/4 BORDER	40.00	34.09	\$36,042	0.8295%	0.08	\$589			0.27	\$99	\$689	\$2,331
Birr, Louis F & Diane G Birr 33802 480th St Kasota MN 56050	07 036 0800	NE1/4 SW1/4 EXCEPT 2.58 AC BORDER	37.42	4.20	\$2,855	0.0657%								\$185
TRAVERSE TOWNSHIP SECTION 1 1-110-27														
Family Share Trust (Wenner) 41923 387th Ave Saint Peter MN 56082	12 001 0300	NW1/4 NW1/4 BORDER	40.00	4.00	\$2,809	0.0647%								\$182
TRAVERSE TOWNSHIP SECTION 2 2-110-27														
Hager Real Estate Holdings LLC 39554 County Road 15 Saint Peter MN 56082	12 002 0100	NE1/4 NW1/4 5.0 AC IN	5.00	4.73	\$1,570	0.0361%								\$102
Jacyl Partnership Llp 6216 Shamrock Dr Madison Lake MN 56063	12 002 0200	SE1/4 NW1/4 BORDER	40.00	23.77	\$20,431	0.4702%								\$1,321
Jacyl Partnership Llp 6216 Shamrock Dr Madison Lake MN 56063	12 002 0210	NW1/4 NW1/4	40.00	39.24	\$48,129	1.1077%	0.50	\$3,683			1.77	\$651	\$4,334	\$3,113
Jacyl Partnership Llp 6216 Shamrock Dr Madison Lake MN 56063	12 002 0210	NE1/4 NW1/4 EXCEPT 5.0 AC	35.00	34.23	\$34,501	0.7940%								\$2,231
Jacyl Partnership Llp 6216 Shamrock Dr Madison Lake MN 56063	12 002 0210	SW1/4 NW1/4 BORDER	40.00	21.50	\$19,218	0.4423%								\$1,243
Haack, Justin H 40065 391st Ave Saint Peter MN 56082	12 002 0300	NW1/4 NE1/4 5.0 AC IN BORDER	5.00	2.67	\$2,027	0.0467%								\$131
Bengtson, Lovona M Revocable Trust 1031 13th Ave NE Saint Joseph MN 56374	12 002 0305	NW1/4 NE1/4 EXCEPT 5.0 AC BORDER	35.00	32.73	\$31,240	0.7190%								\$2,020
Olson, Beverlee Ann Alvina Trust PO Box 109 Lake George MN 56458	12 002 0405	NE1/4 NE1/4 FRACTIONS BORDER	40.15	26.15	\$18,136	0.4174%								\$1,173

NICOLLET COUNTY CD-75 REDETERMINATION OF BENEFITS OCTOBER 22, 2022 (DRAFT)

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Olson, Beverlee Ann Alvina Trust PO Box 109 Lake George MN 56458	12.002.0410	SW1/4 NE1/4 BORDER	40.00	7.70	\$4,887	0.1125%								\$316
TRAVERSE TOWNSHIP SECTION 3 3-110-27														
Wenner, Charles R 39004 County Road 15 Saint Peter MN 56082	12.003.0300	N1/2 NW1/4 NW1/4 BORDER	20.00	1.10	\$105	0.0024%								\$7
Wenner, Charles R 39004 County Road 15 Saint Peter MN 56082	12.003.0300	NE1/4 NW1/4 EXCEPT 1.8 AC BORDER	38.20	29.40	\$2,797	0.0644%								\$181
Hager, Thomas C & Lon D Hager 39554 County Road 15 Saint Peter MN 56082	12.003.0400	SW1/4 NE1/4 2.3 AC IN	2.30	2.30	\$198	0.0046%								\$13
Hager, Thomas C & Lon D Hager 39554 County Road 15 Saint Peter MN 56082	12.003.0400	NW1/4 SE1/4 0.87 AC IN	0.87	0.54	\$44	0.0010%								\$3
Hager, Thomas C & Lon D Hager 39554 County Road 15 Saint Peter MN 56082	12.003.0600	SE1/4 NW1/4 0.1 AC IN	0.10	0.00	\$0	0.0000%								\$0
Hager, Thomas C & Lon D Hager 39554 County Road 15 Saint Peter MN 56082	12.003.0600	SW1/4 NE1/4 3.9 AC IN	3.90	3.59	\$354	0.0081%								\$23
Hager, Thomas C & Lon D Hager 39554 County Road 15 Saint Peter MN 56082	12.003.0610	SE1/4 NW1/4 EXCEPT 4.9 AC BORDER	35.10	13.31	\$1,493	0.0344%								\$97
Hager, Thomas C & Lon D Hager 39554 County Road 15 Saint Peter MN 56082	12.003.0610	NW1/4 NE1/4 EXCEPT 7.61 AC	32.39	32.39	\$15,175	0.3493%								\$981
Hager, Thomas C & Lon D Hager 39554 County Road 15 Saint Peter MN 56082	12.003.0610	SW1/4 NE1/4 EXCEPT 6.46 AC BORDER	33.54	32.74	\$10,421	0.2399%								\$674
Hager, Thomas C & Lon D Hager 39554 County Road 15 Saint Peter MN 56082	12.003.0610	SE1/4 NE1/4 BORDER	40.00	36.90	\$32,648	0.7514%								\$2,111
Hager, Thomas C & Lon D Hager 39554 County Road 15 Saint Peter MN 56082	12.003.0610	NW1/4 SW1/4 6.07 AC IN BORDER	6.07	1.89	\$213	0.0049%								\$14

NICOLLET COUNTY CD-75 REDETERMINATION OF BENEFITS OCTOBER 22, 2022 (DRAFT)

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Jacyl Partnership Llp 6216 Shamrock Dr Madison Lake MN 56063	12.003.0620	NE1/4 NE1/4	40.00	40.00	\$43,973	1.0121%								\$2,844
LAND TOTAL				4,559.33	\$4,210,356	96.9018%	31.58	\$232,587	0.92	\$678	113.17	\$41,647	\$274,911	\$272,294

ROADS

STATE OF MINNESOTA C/O DEPT OF TRANSPORTATION 2151 BASSETT DRIVE ATTN: DIST 7 ROW ENGINEER MANKATO, MN 56001	STATE HIGHWAY 22 PAVED WIDE	NICOLLET CTY LAKE PRAIRIE TOWNSHIP SECTIONS 20, 21, 25, 27, 28, 29, 36		42.60	\$60,560	1.3938%								\$3,917
NICOLLET COUNTY ATTN: PUBLIC SERVICES DEPT 501 S MINNESOTA AVE ST PETER, MN 56082	CSAH 15 PAVED	LAKE PRAIRIE TOWNSHIP SECTIONS 33, 34 TRAVERSE TOWNSHIP SECTION 3		3.60	\$6,143	0.1414%								\$397
NICOLLET COUNTY ATTN: PUBLIC SERVICES DEPT 501 S MINNESOTA AVE ST PETER, MN 56082	COUNTY ROAD 63 GRAVEL	LAKE PRAIRIE TOWNSHIP SECTION 21		1.40	\$1,593	0.0367%								\$103
NICOLLET COUNTY ATTN: PUBLIC SERVICES DEPT 501 S MINNESOTA AVE ST PETER, MN 56082	391ST AVENUE GRAVEL	LAKE PRAIRIE TOWNSHIP SECTIONS 26, 27, 35 TRAVERSE TOWNSHIP SECTION 2		24.70	\$28,099	0.6467%								\$1,817
LAKE PRAIRE TOWNSHIP KAREN BRANCAMP-CLERK 33952 348TH ST. LE SUEUR, MN 56058	370TH STREET GRAVEL	LAKE PRAIRIE TOWNSHIP SECTIONS 13, 24		1.20	\$1,365	0.0314%								\$88
LAKE PRAIRE TOWNSHIP KAREN BRANCAMP-CLERK 33952 348TH ST. LE SUEUR, MN 56058	375TH AVENUE GRAVEL	LAKE PRAIRIE TOWNSHIP SECTIONS 13, 24		8.90	\$10,125	0.2330%								\$655
LAKE PRAIRE TOWNSHIP KAREN BRANCAMP-CLERK 33952 348TH ST. LE SUEUR, MN 56058	376TH LANE GRAVEL	LAKE PRAIRIE TOWNSHIP SECTION 24		3.90	\$4,437	0.1021%								\$287
LAKE PRAIRE TOWNSHIP KAREN BRANCAMP-CLERK 33952 348TH ST. LE SUEUR, MN 56058	380TH STREET GRAVEL	LAKE PRAIRIE TOWNSHIP SECTION 24, 25		1.00	\$1,138	0.0262%								\$74
LAKE PRAIRE TOWNSHIP KAREN BRANCAMP-CLERK 33952 348TH ST. LE SUEUR, MN 56058	403RD AVENUE GRAVEL	LAKE PRAIRIE TOWNSHIP SECTIONS 21, 28, 33		14.10	\$16,040	0.3692%								\$1,037
LAKE PRAIRE TOWNSHIP KAREN BRANCAMP-CLERK 33952 348TH ST. LE SUEUR, MN 56058	413TH AVENUE GRAVEL	LAKE PRAIRIE TOWNSHIP SECTION 29		4.50	\$5,119	0.1178%								\$331
ROAD TOTAL				105.90	\$134,618	3.0982%								\$8,706

LAND AND ROAD TOTAL
4,665.23 \$4,344,974 100.0000%
\$281,000

**Nicollet County CD-47A will have a 0.95%
Outlet Benefit into Nicollet CD-75**

NICOLLET
COUNTY EST. 1853

Agenda Item: Public Hearing for DOT Minor Alterations to CD75, 62, and 27					
Primary Originating Division/Dept.: Public Services Contact: Jaci Kopet Title: Public Services Manager Amount of Time Requested 20 minutes Presenter: Jaci Kopet Title: Public Services Manager			Meeting Date: 11/22/2022 Item Type: (Select One) Regular Agenda Attachments: ☒ Yes ☐ No		
County Strategy: Programs and Services - deliver value-added quality services (Select One)					
BACKGROUND/JUSTIFICATION: There will be a public hearing for Minor Alterations to CD75, 62, and 27 at 10:30 am. A representative from the Minnesota Department of Transportation will be here to present the petition. Attached is the petition received by the MnDOT. If the board moves forward with the MnDOT recommendation, there is a draft order prepared by the MnDOT for your consideration attached to the packet.					
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: Approval of date of hearing					
FISCAL IMPACT: Other (Select One) If "Other", specify			FUNDING Drainage Authority Dollars = Grant (Select One) Total		
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:					



Ms. Jaci Kopet
Public Services Manager
Nicollet County
501 S. Minnesota Avenue
Saint Peter, MN 56082

Re: Petition of State of Minnesota, by Nancy Daubenberger, its Commissioner of Transportation, for the Right to Make Minor Alterations or Changes in County Ditches 75, 62, and 27:

Enclosed is the petition of the Commissioner of Transportation for the right to make minor alterations or changes in County Ditches No's. 75, 62, and 27 in Nicollet County. This petition is brought in accordance with Minn. Stat. § 161.28. Attached to the petition are plan sheets, showing in detail the alterations or changes petitioned for.

Please file the petition and plan sheets, and thereafter fix a time and place for a hearing before the county ditch authority. We request that the hearing be set for the earliest possible date. Please provide me with the hearing date via email below, when set, and give notice of said hearing by publication as required by Minn. Stat. §§ 161.28. A suggested form of notice is enclosed for your convenience. Also enclosed is a suggested form of Order for use by the ditch authority if they so choose.

Please note, the Commissioner is responsible for filing fees and publication fees in relation to the hearing. The Commissioner is not obligated to pay cost incurred by the county with regard to the review of the petition.

If you have any questions or concerns, please do not hesitate to contact me. Thank you in advance for your attention to this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read 'K. O'Brien'.

Kerry O'Brien
Attorney, Office of Land Management
Minnesota Department of Transportation
(651) 366-3441
Kerry.obrien@state.mn.us

Enclosures: Petition
Notice of Hearing
Proposed Order

**PETITION OF THE STATE OF MINNESOTA, BY NANCY DAUBENBERGER, ITS
COMMISSIONER OF TRANSPORTATION,
FOR THE RIGHT TO MAKE MINOR ALTERATIONS OR CHANGES
IN COUNTY DITCHES NO's. 75, 62, AND 27**

For her Petition Nancy Daubenberger, Commissioner of Transportation, alleges
as follows:

1. That this Petition is brought in accordance with Section 161.28, Minnesota Statutes.
2. That County Ditches No's. 75, 62, and 27 are duly established county ditches in Nicollet County.
3. That Trunk Highway No. 22 is directly affected by County Ditches No's. 75, 62, and 27.
4. That it is advantageous and desirable in the construction and maintenance of Trunk Highway No. 22 that minor alterations or changes be made in that portion of County Ditches No's. No's. 75, 62, and 27 described as follows:

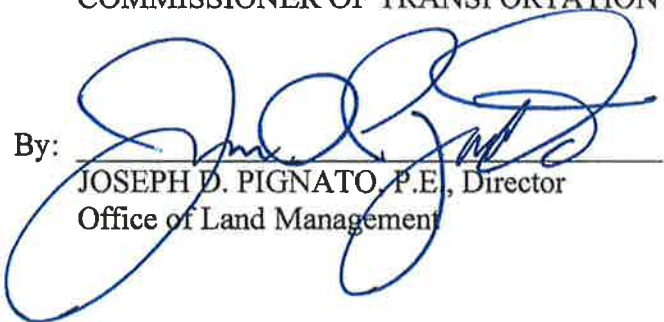
See Exhibit "B" attached hereto.
5. That attached hereto, showing the minor alterations or changes in County Ditches No's. No's. 75, 62, and 27, petitioned for herein, are plan sheets marked Exhibit "A", said exhibit made a part hereof by reference.
6. That said minor alterations or changes will not affect the functioning nor impair the efficiency of said County Ditches No's. No's. 75, 62, and 27, or any of their branches, or laterals, if any.

WHEREFORE, your petitioner prays that the County Board of Nicollet County make its order allowing Nancy Daubenberger, Commissioner of Transportation and petitioner herein, to make ~~said minor alterations or changes as set out herein~~, and in accordance with plan sheets marked Exhibit A, attached hereto and made a part hereof by reference.

Dated: _____, 2022.

STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION

NANCY DAUBENBERGER
COMMISSIONER OF TRANSPORTATION

By: 

JOSEPH D. PIGNATO, P.E., Director
Office of Land Management

EXHIBIT "A"

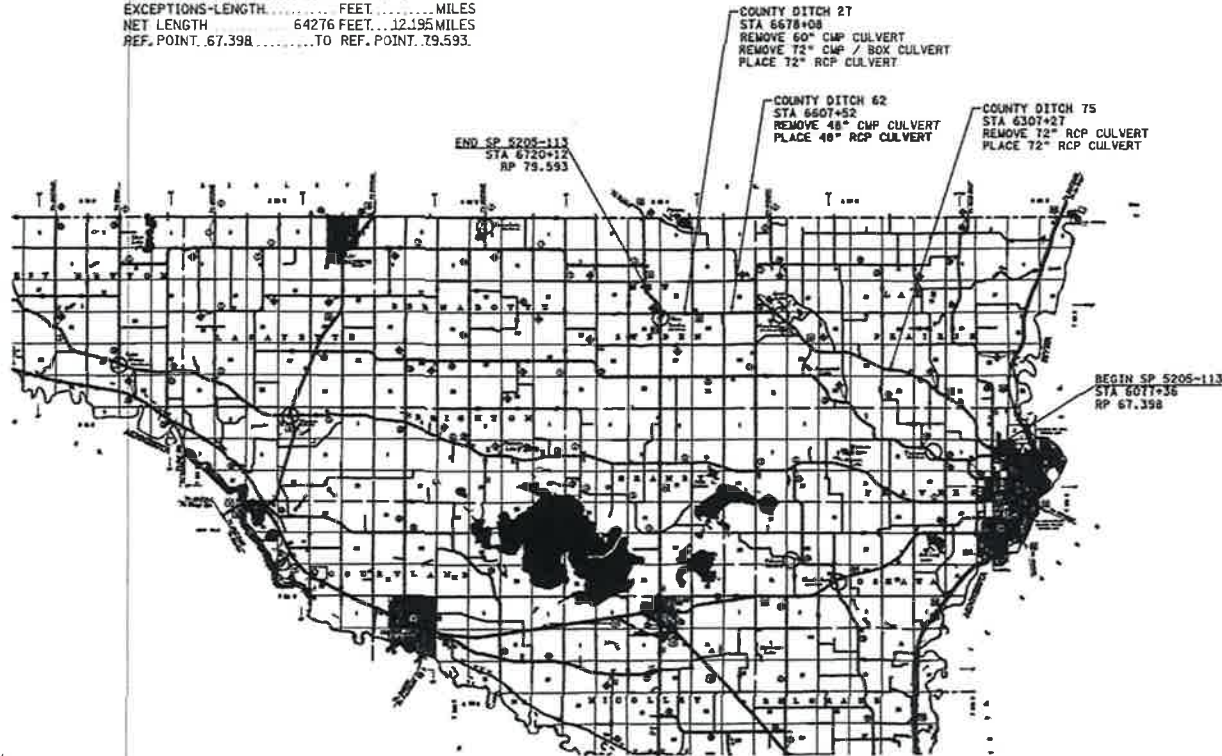
MINNESOTA DEPARTMENT OF TRANSPORTATION

DITCH HEARING PLAN SET FOR CULVERT REPLACEMENTS AT COUNTY DITCH 75, 62, & 27

LOCATED ON TH 22 FROM CSAH 20 TO TH 111

STATE PROJ. NO. 5205-113

GROSS LENGTH 64276 FEET 12.195 MILES
 BRIDGES-LENGTH FEET MILES
 EXCEPTIONS-LENGTH FEET MILES
 NET LENGTH 64276 FEET 12.195 MILES
 REF. POINT. 67.398 TO REF. POINT. 79.593



SCALES

PLAN 100'
 PROFILE 100' HORIZ. 1" = 100' VERT.
 INDEX MAP 2 MILES
 GENERAL LAYOUT 500'

DESIGN DESIGNATION

Design ESALS

ADT (Current Year)
 ADT (Future Year)
 DNV (Design Hr. Vol.)
 D (Directional Distr.)
 T (Heavy Commercial)

Design Speed MPH
 Based on Sight Distance
 Height of eye Height of object
 Design Speed not achieved at
 STA. TO STA. MPH
 STA. TO STA. MPH



PROJECT LOCATION
 COUNTY : NICOLLET
 DISTRICT : 2, MANKATO

FOR PLANS AND UTILITIES SYMBOLS SEE TECHNICAL MANUAL

STATE PROJ. NO. CHARGE IDENTIFIER
 5205-113

FED. PROJ. NO.

GOVERNING SPECIFICATIONS

THE 2018 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION
 "STANDARD SPECIFICATIONS FOR CONSTRUCTION" SHALL GOVERN

INDEX

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	COUNTY DITCH 75 PLAN & PROFILE
3	COUNTY DITCH 62 PLAN & PROFILE
4	COUNTY DITCH 27 PLAN & PROFILE

THIS PLAN CONTAINS...4... SHEETS

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT
 SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE
 LAWS OF THE STATE OF MINNESOTA.

PRINT NAME: LICENSE #

DATE: SIGNATURE:

DESIGN SQUAD

RECOMMENDED FOR APPROVAL DISTRICT TRANSPORTATION ENGINEER 20

RECOMMENDED FOR APPROVAL DISTRICT MATERIALS ENGINEER 20

RECOMMENDED FOR APPROVAL DISTRICT WATER RESOURCES/HYDRAULICS ENGINEER 20

RECOMMENDED FOR APPROVAL DISTRICT TRAFFIC ENGINEER 20

RECOMMENDED FOR APPROVAL STATE PRE-LETTING ENGINEER 20

OFFICE OF LAND MANAGEMENT APPROVAL DIRECTOR, LAND MANAGEMENT 20

APPROVED 20 STATE DESIGN ENGINEER

I HEREBY CERTIFY THAT THE FINAL FIELD REVISIONS, IF ANY, WERE PREPARED BY ME
 OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL
 ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

PRINT NAME: LICENSE #

DATE: SIGNATURE:

STATE PROJ. NO. 5205-113 (TH 22) SHEET NO. 1 OF 4 SHEETS

EXHIBIT "A"

EXHIBIT "A"

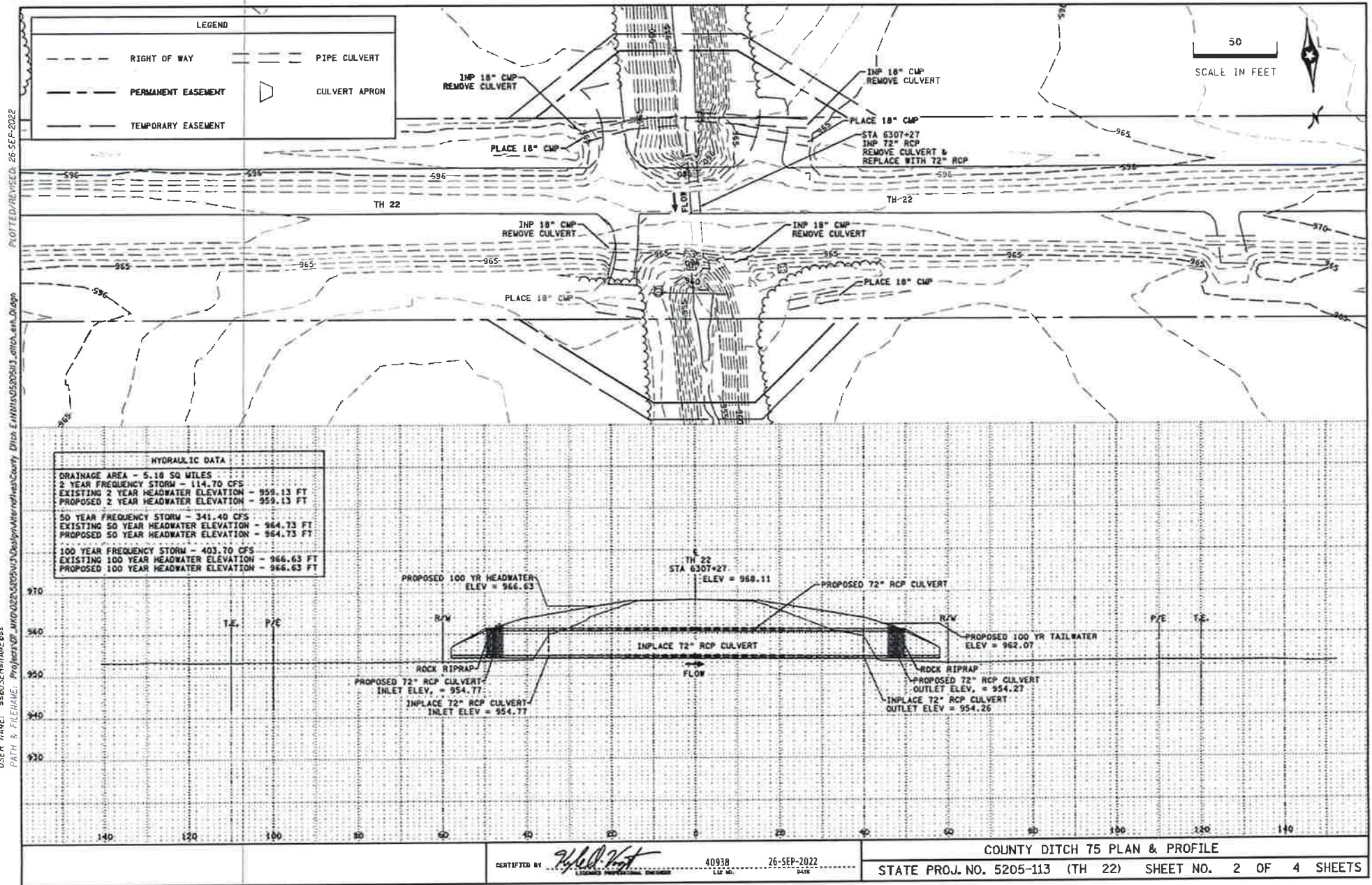


EXHIBIT "A"

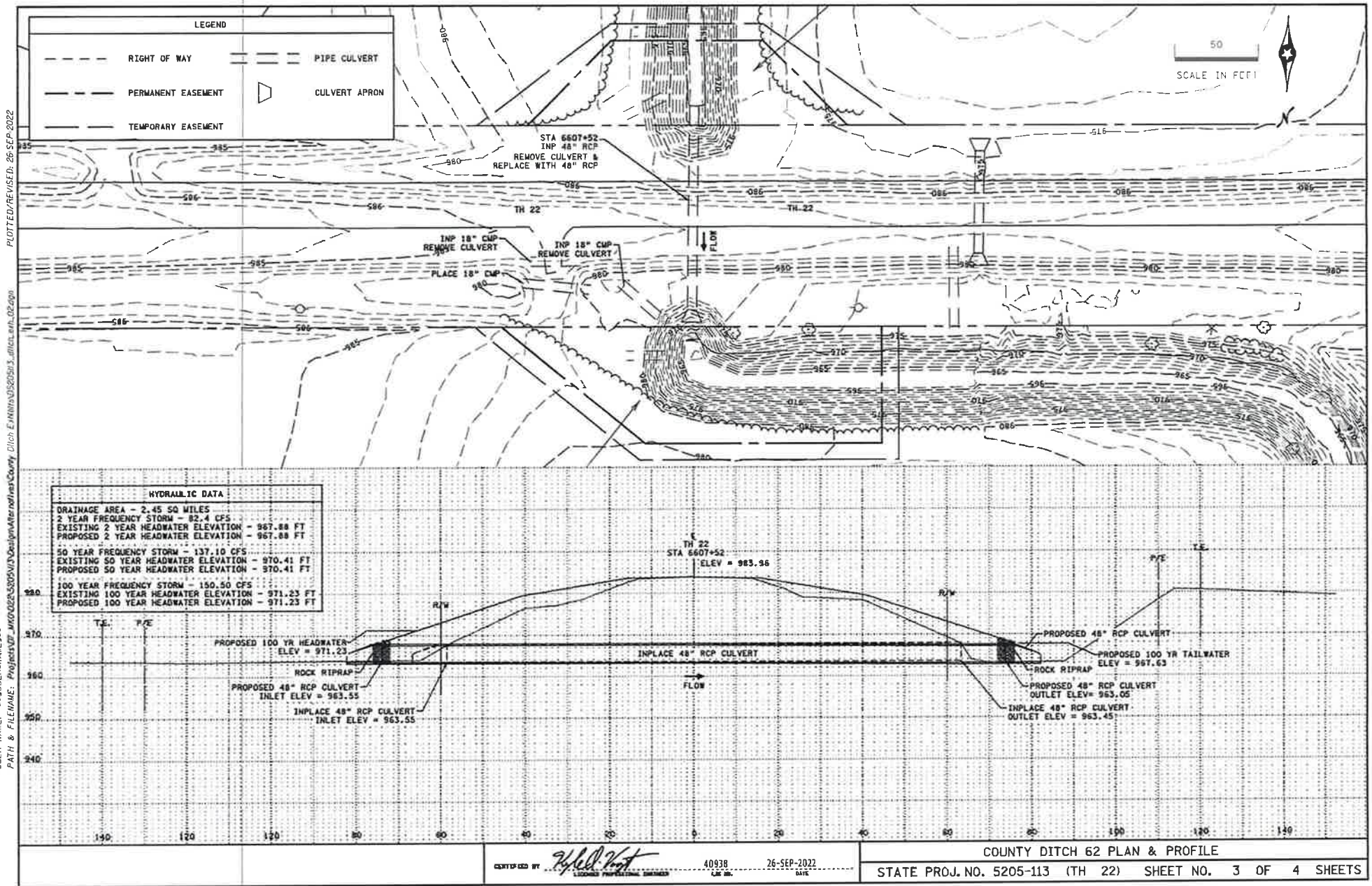


EXHIBIT "A"

EXHIBIT "A"



Exhibit B

Date: 9/26/2022

To: Kerry O'Brien

From: Kyle Vogt

RE: SP 5205-113 TH 22 (County Ditch 75, 62 & 27 Exhibits – Nicollet County)

The future construction project of Trunk Highway 22 State Project 5205-113 (from St. Peter going north to the intersection of Trunk Highway 111) is a thin mill and bituminous overlay that will include replacing culverts on three county ditches, (County Ditch 75, 62, and 27). The proposed pavement rehabilitation project is approximately 12.8 miles long, and other hydraulic construction activities include replacing and lining other roadway crossing culverts, and installing more rock revetment at the outlet of Bridge 4014.

Culvert Replacement at County Ditch 75 (Lake Prairie Township, SW1/4 of Section 26, T 111 N, R 27 W)

Currently in place under TH 22 on County Ditch 75 is a 72" reinforced concrete pipe with separated and misaligned joints, and the road earth material is moving in through these joints causing voids under the road and inslope. The proposed fix is to remove the existing culvert and replace with a new 72" reinforced concrete pipe. The new culvert will be longer to meet road inslope requirements and be placed at the existing culvert's inlet flowline elevation. The 50-year and the 100-year storm flood depth calculations at the inlet of the new culvert shows the storm depths to be at the same elevations as the old culvert's storm flood depths (no change in hydraulic conditions). Rock riprap will be placed around the aprons for protection. See the hydraulic summary table below and the ditch hearing exhibit drawings for more details.

Summary Table	Existing Culvert on CD 75	Proposed Culvert on CD 75
Size	72" Dia. Reinforced Conc. Pipe	72" Dia. Reinf. Conc. Pipe
Inlet/Outlet Invert Elev.	954.77/954.26 –	954.77/954.27
Culvert Grade	0.006 Ft./Ft.	0.005 Ft./Ft.
50 Year Headwater	964.73	964.73
100 Year Headwater	966.63	966.63

Culvert Replacement at County Ditch 62 (New Sweden Township, SW ¼ of Section 13, T 111 N, R 28 W)

Currently inplace under TH 22 on County Ditch 62 is a 48" reinforced concrete pipe with separated and misaligned joints, and the road earth material is moving in through these joints causing voids under the road and inslope. The proposed fix is to remove the existing culvert and replace with a new 48" reinforced concrete pipe. The new culvert will be longer to meet inslope requirements and be placed at the existing culvert's inlet flowline elevation. The 50-year and the 100-year storm flood depth calculations at the inlet of the new culvert shows the storm depths to be at the same elevations as the old culvert's storm flood depths (no change in hydraulic conditions). Rock riprap will be placed around the aprons for protection. See the hydraulic summary table below and the ditch hearing exhibit drawings for more details.

Summary Table	Existing Culvert on CD 62	Proposed Culvert on CD 62
Size	48" Dia. Reinf. Concrete Pipe	48" Dia. Reinf. Concrete Pipe
Inlet/Outlet Invert Elev.	963.55/963.45	963.55/963.05
Culvert Grade	0.0008 Ft./Ft.	0.0033 Ft./Ft.
50 Year Headwater	970.41	970.41
100 Year Headwater	971.23	971.23

Culvert Replacements at County Ditch 27 (New Sweden Township, SE ¼ of Section 15, T 111 N, R 28 W)

Currently inplace under TH 22 on County Ditch 27 there are two inplace culverts spaced at different locations and elevations. The lower culvert is in the county ditch channel bottom and is a 60" corrugated metal pipe. The upper culvert is a 6' x 6' box culvert with a 72" corrugated metal pipe extension. The lower 60" culvert is severely corroded, and the upper 6' X 6' box culvert with a metal pipe extension does not meet current MnDOT structural standards. The proposed fix is to remove both culverts and replace with a new 72" reinforced concrete pipe. The new 72" culvert will be longer to meet inslope road requirements and be placed at the existing lower culvert flowline elevations. The flood depth calculations at the inlet of the new culvert shows the 50-year storm depth to be 2.81 feet lower than the inplace culvert's calculated flood depth, and the 100-year storm depth to be 2.53 feet lower than the inplace culvert's calculated flood depth. Rock riprap will be placed around the aprons. See the hydraulic summary table below and the ditch hearing exhibit drawings for more details.

EXHIBIT "B"

Summary Table

Existing Culverts on CD 27

Proposed Culverts on CD 27

Size

60" Dia. Corr. Metal Pipe and
72" Conc. Box w/ 72" Corr.
Metal Pipe extensions.

72" Dia. Reinf. Concrete Pipe

Inlet/Outlet Invert Elev.
Culvert Grade

964.24/964.21 - 0.00023 Ft./Ft.
972.23/971.62 - 0.0076 Ft./Ft.

964.24/963.74 - 0.0037 Ft./Ft.

50 Year Headwater

974.82

972.01

100 Year Headwater

975.70

973.17

ORDER OF COUNTY BOARD

Re: PETITION OF THE STATE OF MINNESOTA, BY NANCY DAUBENBERGER, ITS
COMMISSIONER OF TRANSPORTATION, FOR THE RIGHT TO MAKE MINOR
ALTERATIONS OR CHANGES IN COUNTY DITCHES NO's. 76, 62, AND 27.

The above-entitled matter came on for hearing before the County Board of Nicollet
County, in the County Commissioners' Room in the Courthouse in Saint Peter, Minnesota, on
the 22nd day of November, 2022.

The petitioner presented evidence in support of its petition for permission to make minor
alterations or changes in County Ditches No's. 76, 62, and 27, all as shown in the plan sheets
attached to the petition.

It was made to appear that the minor alterations or changes in said County Ditches No's.
76, 62, and 27, petitioned for by the petitioner, would be advantageous or desirable in the
maintenance and construction of Trunk Highway No. 22.

It was further made to appear that said minor alterations or changes in said County
Ditches No's. 76, 62, and 27 would in no way impair the efficiency or functioning of the
drainage system.

The County Board having heard the evidence adduced by the petitioner in support of its
petition for permission to make minor alterations or changes in County Ditches No's. 76, 62, and
27, all as shown in plan sheets marked Exhibit "A", and made a part thereof, hereby makes its
Order consenting to and granting permission to said petitioner to make the minor alterations or
changes in County Ditches No's. 76, 62, and 27, all as shown in the exhibit marked "A" and
made a part thereof, said minor alterations or changes to be made at the sole cost and expense of
the State of Minnesota.

The Board further orders that the petitioner, State of Minnesota, by Nancy Daubenberger, Commissioner of Transportation, pay to the County of Nicollet the sum of \$_____ for publication fees and \$_____ for filing fees, incurred by said County in this matter.

IT IS FURTHER ORDERED that damages, if any, for any additional lands necessary for said changes or alterations shall be paid by the petitioner herein.

Dated at the Nicollet County Government Center, St Peter, Minnesota, this 22nd day of November, of 2022.

BOARD OF COUNTY COMMISSIONERS

By: _____
Chairman

Attest:

Mandy Landkamer
Nicollet County Administrator