

Nicollet County Board of Commissioners Meeting



October 12, 2021

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

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

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

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

Consent Agenda

1. [Approval of September 28, 2021 Board Minutes](#)
2. [2022-2023 County MFIP Biennial Service Agreement](#)
3. [End of Probations](#)
4. Approval of Bills

Public Appearances

9:05 a.m. Technologies

1. [Proclamation Recognizing October as Cybersecurity Awareness Month in Nicollet County](#)

9:20 a.m. Administration

This portion of the meeting is closed for attorney-client privilege pursuant to MN Statutes Chapter 13D to discuss threatened litigation.

1. [Consideration of Payment of Fees Under Minn. Stat. §465.76](#)

County Attorney Update

Chair's Report

Commissioner Committee Reports

Commissioners Meetings & Conferences

Approve Per Diems and Expenses

Adjourn Board of Commissioners Meeting

9:50 a.m. Call Drainage Authority Meeting to Order:

Drainage Authority Agenda Items

1. Consent Agenda
 - a. [Approval of September 28, 2021 Drainage Authority Minutes](#)
2. [CD86A Proposed Change Order Request](#)

Adjourn Drainage Authority Meeting

Vision Statement

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

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

Mission Statement

Providing efficient services with innovation and accountability

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

Notice of Scheduled Meetings

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

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

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

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

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

October 19 – County Board Workshop, 9:30 a.m., Road Tour, Nicollet County *

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

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

October 28 – Brown-Nicollet Community Health Executive Committee Meeting, 8:15 a.m.

October 29 – AMC Meeting, Golden Bubble, Faribault, 8:00 a.m.*

November 1 – Mankato Rehabilitation Center

November 3 – SWCD Board Meeting

November 4 – Highway 169 Coalition

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

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

November 15 – Minnesota Valley Action Council

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

November 16 - Individual Department Head Meeting with Administrator, 8:15 a.m., Nicollet Room, St. Peter*

November 16 - County Board Workshop, 9:30 a.m., Nicollet County Board Room, St. Peter *

November 18 – BNCH Executive Committee Meeting

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

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

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OFFICIAL PROCEEDINGS OF THE
BOARD OF COUNTY COMMISSIONERS FOR
NICOLLET COUNTY, MINNESOTA
SEPTEMBER 28, 2021

The Nicollet County Board of Commissioners met in regular session on Tuesday, September 28, 2021, at 9:00 a.m. Commissioners Terry Morrow, Denny Kemp, Jack Kolars, Marie Dranttel, and John Luepke were present. Also present were County Administrator Mandy Landkamer, County Attorney Michelle Zehnder Fischer and Recording Secretary Sarah Frahm.

Approval of Agenda

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

Consent Agenda

Motion by Commissioner Luepke and seconded by Commissioner Kolars to approve the consent agenda items as follows, with the addition of end of probation for Chris Germscheid effective October 11, 2021: September 14, 2021 Board Meeting minutes, Drug Task Force Joint Powers Agreement, Out of State Travel-Identifying criminal Vehicles and Occupants Training, Approve Lease Amendment with MN Driver and Vehicle Services, and approval of the Commissioner Warrants as presented for the following amounts: General Revenue Fund - \$191,759.36, Road & Bridge Fund - \$57,580.11, Human Services Fund - \$156,645.07, and acknowledge review of the Auditor's Warrants. Motion carried with all voting in favor.

Public Appearances

Shana Gieseke approached the Board to address concerns regarding their property.

Health and Human Services

Drug-Free Communities Grant

Motion by Commissioner Dranttel and seconded by Commissioner Kolars to authorize Director Sassenberg to accept the Drug-Free Communities Grant and hire for the Adolescent Chemical Wellness Advocate position. Motion carried with all voting in favor.

COVID-19 Update

Director Sassenberg gave a brief update on the Covid-19 Booster Vaccination being approved.

Public Works

Consider Prioritized Bridge Replacement List Resolution

Motion by Commissioner Kolars and seconded by Commissioner Luepke to approve the Prioritized Bridge Replacement List Resolution. Motion carried with all voting in favor.

Consider Cooperative Construction Agreement for SAP 052-599-027

Motion by Commissioner Kolars and seconded by Commissioner Luepke to approve the culvert crossing Kerns Dr. Motion carried with all voting in favor.

Consider Consultant Work Order for SAP 052-599-027

Motion by Commissioner Luepke and seconded by Commissioner Dranttel to approve the work order. Stonebrook Engineering will be the engineers working on behalf of the County on the project. Motion carried with all voting in favor.

Consider Amendment #1 to MnDOT Agreement #1045974 and Resolution

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

Consider Snow and Ice Removal Agreement with City of New Ulm

Motion by Commissioner Luepke and seconded by Commissioner Kolars to approve the Snow and Ice Removal Agreement with the City of New Ulm. Motion carried with all voting in favor.

Public Services

Consider New Tobacco License

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

County Attorney

Consider Settlement of Kleiber v. Nelson Auto Center Qui Tam Action

Motion by Commissioner Luepke and seconded by Commissioner Kemp to accept the settlement of Kleiber v. Nelson Auto Center Qui Tam Action. Motion carried with all voting in favor.

Administration

Designate Responsible Authority for Data Requests

Motion by Commissioner Kolars and seconded by Commissioner Luepke to designate Human Resources Director, Kristy Larson, as the responsible authority for data requests. Motion carried with all voting in favor on a roll call vote.

Resolution Appointing the Nicollet County Recorder and Registrar of Titles

Motion by Commissioner Luepke and seconded by Commissioner Dranttel to appoint Property and Public Services Director, Jaci Kopet, as the Nicollet County Recorder and Registrar of Titles. Motion carried with all voting in favor on roll call vote.

South Central Small Business Development Center Letter of Support

Motion by Commissioner Dranttel and seconded by Commissioner Kolars to approve the letter of support for the South Central Small Business Development Center. Motion carried with all voting in favor.

Approval of the 2022 Preliminary Property Tax Levy and Setting the 2022 Levy and Budget

Motion by Commissioner Dranttel and seconded by Commissioner Kolars to approve the Budget Resolution on December 2, 2021. Motion carried with all voting in favor.

Commissioner Committee Reports

The Commissioners reported on various meetings and activities including:

County Attorney Updates:

Law enforcement officer speaking on drug use and how to recognize usage.

Chair's Report

- AMC

Commissioner Marie Dranttel

- PPSD interview
- Board workshop
- Brown Nicollet Environmental Health
- Drainage tours with Nate

Commissioner Jack Kolars

- AMC
- Personnel Working Committee
- MVAC Workshop
- CHS Meeting

Commissioner John Luepke

- Gustavus Meeting
- AMC
- Attorney visit
- Brown Nicollet Environmental Health
- Rural MN Energy Board Meeting
- Farmers Union – St Peter

Public Works Director and County Engineer, Seth Greenwood, provided an overview of road projects within the County.

Approve Per Diems and Expenses

Motion by Commissioner Kolars and seconded by Commissioner Luepke to approve the expenses and per diems for the meetings noted above during the Commissioner Reports and/or as submitted on approved expense reports, and

authorize payment of those expenses and per diems by the Finance Office. Motion carried with all voting in favor.

Adjourn

Motion by Commission Luepke and seconded by Commissioner Dranttel to adjourn the meeting. Motion carried with all voting in favor. The meeting adjourned at 10:35 a.m.

TERRY MORROW, CHAIR
BOARD OF COMMISSIONERS

ATTEST:

MANDY LANDKAMER
CLERK TO THE BOARD

Nicollet County Board of Commissioners
Board Meeting Agenda Item



Agenda Item: 2022-23 County MFIP Biennial Service Agreement		
Primary Originating Division/Dept.: Health and Human Services	Meeting Date: 10/12/2021	
Contact: Cassandra Sassenberg Title: HHS Director	Item Type: Consent Agenda (Select One)	
Amount of Time Requested minutes		
Presenter: Title:	Attachments: ☒ Yes ☐ No	
County Strategy: Programs and Services - deliver value-added quality services (Select One)		
BACKGROUND/JUSTIFICATION: Counties are required to submit a Biennial Service Agreement (BSA) to be approved by the Department of Human Services (DHS) in order to receive consolidated funding for the Minnesota Family Investment Program (MFIP). The purpose of this document is to provide DHS with information about services and strategies intended to meet program measures with the goal of increasing economic stability for low income families. Further, the BSA is used to identify program strengths and service delivery gaps. Nicollet County contracts with the Minnesota Valley Action Council, Inc. (MVAC) for the provision of services using these funds, thus worked closely with the MVAC to develop the BSA. Our 2022-2023 BSA identifies the strengths in our communities as strong partnerships with community resources, collaboration with employers and placement agencies, access to training programs including Career Pathways, community colleges, and adult basic education, as well as strong communication between the County and MVAC. The BSA identifies our most significant challenge as a language barrier, followed by lack of daycare providers, lack of public transportation, increasing disparities experienced by refugees and communities of color, clients with barriers to employment (such as offender status, mental health issues, and homelessness), and factors related to the pandemic. In 2020, Nicollet County allocated additional MFIP funds to MVAC for enhanced program services, including interpreter services and adult basic education/English as a second language, which was a meaningful use of funds. The BSA requires a 30 day public comment period. The agreement was posted on 9/10/21 and received no public input. The 2022 budget and master contract will be brought to Board as separate items.		
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) 11/2017; 10/2019		
Approved by County Attorney's Office: ☐ Yes ☐ No ☒ N/A		
ACTION REQUESTED: Approval of the 2022-2023 Biennial Service Agreement		
FISCAL IMPACT: Included in current budget (Select One) If "Other", specify	FUNDING County Dollars = Not applicable Other (Select One)	
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:	Total	

Enter the county's unique ID number

Contact Information

COUNTY/CONSORTIUM NAME

PLAN YEAR

CONTACT PERSON

TITLE

ADDRESS

CITY

STATE

ZIP CODE

PHONE NUMBER

EMAIL ADDRESS (where correspondence related to this form will be sent)

CONFIRM EMAIL ADDRESS

**Note: Please review the 2022-2023 MFIP Biennial Service Agreement
Bulletin for more details before you complete this document.**

A. Needs Statement**1. Identify challenges in financial assistance services that are prohibiting you from properly serving MFIP/DWP families in your community.**

The single biggest challenge we face in Nicollet county is the language barrier with many of our clients. Communication is often done via the language line which requires a significant amount of time and may provide a lesser quality of service or understanding.

9737 characters remaining

2. Identify challenges in employment services that are prohibiting you from properly serving MFIP/DWP families in your community.

Challenges faced in employment services in Nicollet County include:

- *Lack of daycare providers, especially infant daycare
- *Lack of public transportation in rural communities
- *Increasing number of refugees and communities of color experiencing disparities
- *Clients with significant barriers to employment such as offender status, mental health issues, homelessness, etc.
- *Clients feeling safe to work during the pandemic
- *Clients needing to be home to care for their school-aged children, not knowing if there children will be attending school remotely during the pandemic

9427 characters remaining

3. Identify the strengths in your community that you are most proud of that benefit MFIP/DWP families.

- *Partnerships with community resources such as: ABE, Community Action Agencies, Salvation Army, MN Council of Churches, Food Shelves, Mental Health Services, etc
- *Partnerships with employers and placement agencies that are willing to hire individuals with barriers
- *Access to training programs including Career Pathways, Community Colleges, ABE, etc.
- *Strong communications between the County and Employment Service provider

9574 characters remaining

A. Needs Statement (continued)

4. What strengths and resources do you have available to address the needs of your participants?

Please **check all** the resources available to participants in your service area and check whether the resource is available within MFIP financial or employment services "in-house" or from a partner organization (county resources with developed connections to MFIP), and/or an external community resource or both. If you lack sufficient resources in your area, check the Resource Gaps column, even if there are some resource sources. Add any "other" resources that you consider necessary.

MFIP Resources	Partner Resources	Community Resources	Resource Gaps	
☐	☒	☐	☐	ABE/GED
☒	☒	☒	☐	Adult/elder services
☒	☒	☐	☐	Career planning
☒	☒	☐	☐	Childcare funds
☒	☐	☒	☐	Chemical health services
☒	☒	☒	☐	Computer lab access
☒	☒	☒	☐	Credit counseling/financial literacy
☐	☒	☐	☐	English Language Learner (ELL)
☐	☐	☒	☐	Food shelf
☒	☐	☒	☐	Housing assistance
☒	☒	☐	☐	Job club
☒	☒	☐	☐	Job development
☒	☒	☐	☐	Job placement
☒	☒	☐	☐	Job retention
☒	☒	☐	☐	Job search workshops
☒	☐	☒	☐	Mental health services
☐	☒	☐	☐	On-the-job training program
☒	☒	☐	☐	Post-secondary education planning
☒	☒	☐	☐	Short-term training
☒	☐	☐	☐	Supported work / paid work experience
☒	☒	☒	☐	Transportation assistance (gas cards, bus cards)
☒	☐	☒	☐	Vehicle repair funds
☒	☒	☒	☐	Volunteer opportunities
☒	☒	☒	☐	Youth program
☒	☐	☐	☐	Other
☐	☐	☐	☐	Other
☐	☐	☐	☐	Other

5. County Program Contact Information

Please name contacts for the following programs if different from the contact on the cover page. You only need to give a person's phone and email once.

MFIP EMPLOYMENT SERVICES STAFF CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS
Kayla Lavender	507-934-5224	Klavender@mnvac.org
DWP STAFF CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS
Tami Simonson	507-386-4532	tami.simonson@co.nicollet.mn.us
FINANCIAL ASSISTANCE SERVICES STAFF CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS
Tami Simonson	507-386-4532	tami.simonson@co.nicollet.mn.us

A. Needs Statement (continued)

6. Employment Services Provider(s) Information

Statute 256J.50, subdivision 8: Each county, or group of counties working cooperatively, shall make available to participants the choice of at least two employment and training service providers as defined under Minnesota Statutes, section 256J.49, subdivision 4, except in counties contracting with CareerForce Centers that use multiple employment and training services or that offer multiple services options under a collaborative effort and can document that participants have choice among employment and training services designed to meet specialized needs.

List your current employment services provider(s) and check the respective box to indicate which population served. If a CareerForce Center is the only employment services provider, list the multiple employment and training services among which participants can choose. Section G of this form addresses provider choice.

NAME	ADDRESS		
Minnesota Valley Action Council	600 S. Fifth Street, St Peter, MN 56082		
CONTACT PERSON	PHONE NUMBER	EMAIL	
Margy Hendrickson	507-345-2405	margy@mnvac.org	
Population Served	☒ MFIP ES	☒ DWP ES	☒ FSS
	☒ Teen Parents	☒ 200% FPG	

B. Service Models

Minnesota Family Investment Program (MFIP) and the Diversionary Work Program (DWP)

1. Do you have culturally specific employment services for different racial/ethnic groups?

☐ No ☒ Yes Check all that apply.

- ☐ African American ☒ African immigrant ☐ Asian American ☐ Asian immigrant
☐ American Indian ☐ Hispanic/Latino ☐ Other

2. What strategies do you use for hard-to-engage participants? Check all that apply.

- ☒ Home visits ☒ Sanction outreach services ☒ Incentives SPECIFY: Gas Vouchers
☒ Off-site meeting opportunities ☒ Other SPECIFY: Communication strategies including phone calls, emails, texts,

3. What types of job development do you do? Check all that apply.

- ☐ Sector job development ☒ Individual job development ☐ Other

4. Do you have an ongoing job development partnership or sector based job development with community employers to help participants with employment?

☐ No ☒ Yes Check all activities employers provide.

- ☒ Interview opportunities ☐ Job skills training ☒ Job placement ☐ Job shadowing ☒ On-site job training
☐ Work experience ☒ Helps plan training programs ☒ Other SPECIFY: Industry tours

5. Do you provide job retention services to employed participants while they are receiving MFIP?

☐ No ☒ Yes Check all that apply.

- ☒ Available to assist with issues that develop on the job ☒ Financial planning ☒ Soft skills training
☐ Mentoring ☒ Transportation ☒ Personal contact with the employee HOW OFTEN? Minimum monthly or as need
☐ Other

How long do you provide job retention services?

- ☐ Less than 3 months ☒ 3-6 months ☐ 7-12 months ☐ More than one year

6. Do you provide job advancement services to employed participants?

☐ No ☒ Yes Check all that apply.

- ☐ Career laddering ☐ Networking ☒ Coaching/mentoring ☐ Ongoing job search
☒ Education/training ☐ Other

7. Do you utilize any career pathways programs or skill assessment and credentialing programs for your participants?

☐ No ☒ Yes Check all that apply.

- ☒ Pathways to Prosperity (P2P) ☐ Work Keys ☐ National Career Readiness Certificate (NCRC)
☐ Other

B. Service Models (continued)

Family Stabilization Services (FSS)

1. Do you have professionals available to assist with FSS cases?

☐ No ☒ Yes Check all that apply☒ Adult Mental Health professional☒ Psychologist☒ Adult Rehabilitation Mental Health Services (ARMHS) worker☒ Public Health Nurse☒ Chemical Health professional☒ Social Worker☒ Children's Mental Health professional☒ Vocational Rehabilitation worker☒ Other SPECIFY: Probation and School Social Workers

2. Do you make referrals for children of FSS participants?

☐ No ☒ Yes Check all that apply☒ Children's Mental Health Services☒ Public Health Nurse home visiting services☒ Child Wellness Check-ups☒ Women, Infants and Children Program (WIC)☒ Other SPECIFY: Head Start, ECFE, School staff, Recreation/ Leisure, YMCA, YWCA, E

3. Are any of these services for children offered to non-FSS families?

☐ No ☒ Yes

Services for families no longer on MFIP/DWP but under 200% of Federal Poverty Guideline

1. Do you provide services to families recently receiving MFIP/DWP or families at risk of receiving MFIP or diversionary work program but are under 200% of the Federal Poverty Guideline (FPG)?

☐ No ☒ Yes Check all the services that apply☒ ABE/ELL Classes☒ Job retention services☒ Child care☒ Referral to other programs☒ Computer Lab Access☐ Support Services☒ GED☒ Training/Job Skills Classes☒ Job postings☐ Other

2. Do you serve families not recently on MFIP/DWP that are under 200% of the Federal Poverty Guideline (FPG)?

☐ No ☒ Yes

DESCRIBE

Assist previous clients with completing forms and applications

3. Do you provide services to Non-Custodial Parents (NCPs) that are under 200% of the Federal Poverty Guideline (FPG)?

☐ No ☒ Yes

DESCRIBE

We assist if they qualify for SNAP or Energy Assistance

4. Describe the process you have in place to verify income below 200% FPG for participants that are not on MFIP or DWP.

☐ MAXIS ☐ Proxy ☒ Other SPECIFY: Verify with pay stubs

B. Service Models (continued)

Minnesota Family Investment Program (MFIP) Services for Teen Parents

1. Are there specialized workers who work primarily with teens (for example, child care worker provides child care resources to teens only)?

☐ No ☒ Yes Check all that apply for each age group

Minors (under age 18)	Age 18/19
☐	☐
☒	☒
☐	☐
☐	☐
☐	☐
☐	☐
☐	☐

Financial worker

Employment service worker

Social worker (Social Services)

Public health nurse

Child care worker

Child protection worker

Other job role

2. Is there a single point of contact for teens, that is, one staff with primary responsibility for keeping in contact with the teen, working with the teen, and making connections to other services? Respond for each age group separately. If yes for an age group, check the one position that serves this function within that age group.

☐ No ☒ Yes

Minors (under age 18)

- ☐ Financial worker
☒ Employment service worker
☐ Social worker (Social Services)
☐ Public health nurse
☐ Child care worker
☐ Child protection worker
☐ Other job role

Age 18/19

- ☐ Financial worker
☒ Employment service worker
☐ Social worker (Social Services)
☐ Public health nurse
☐ Child care worker
☐ Child protection worker
☐ Other job role

3. Does your county have an active partnership with the local public health agency to get teen parents enrolled and engaged in public health nurse home visiting services? Check one for each age group.

Minors (under age 18)

- ☐ Yes, mandatory
☒ Yes, voluntary
☐ No

Age 18/19

- ☐ Yes, mandatory
☒ Yes, voluntary
☐ No

C. Measures

Performance Measures

1. Performance-based funding is determined by a service area's annualized Self-Support Index value. Review the information and report links in this section to see the effect of performance on funding and reporting, based on Statute 256J.626, subdivision 7.

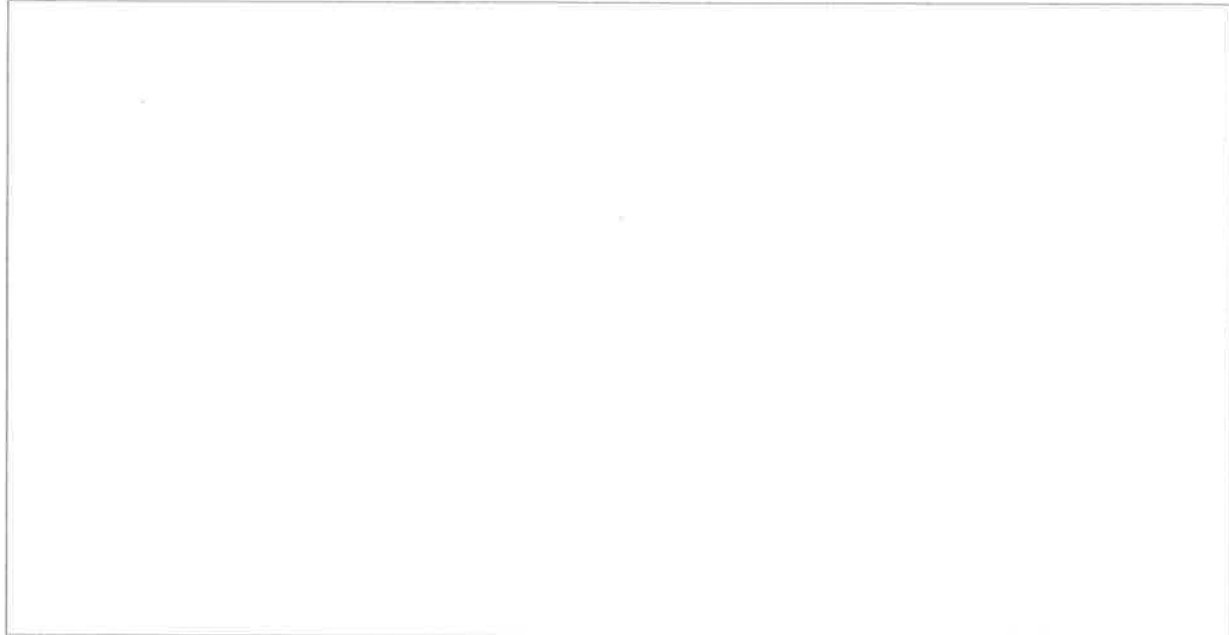
Each year a bonus to a service area's Consolidated Fund allocation will be based on its performance on the Self-Support Index in the previous April to March year.

The **three-year Self-Support Index (S-SI)**: This measure starts with all adults receiving MFIP or DWP cash assistance in a quarter and tracks what percentage of them, three years later, are no longer receiving family cash assistance or are working an average of 30 hours a week if still receiving cash assistance. Those who left MFIP after reaching 60 counted months and those who left due to 100 percent sanction are only counted as a success if they worked an average of 30 hours per week in their last month of eligibility or if they began receiving Supplemental Security Income (SSI) after family cash assistance ended. To provide fair comparisons across service areas, DHS calculates a "Range of Expected Performance" for the S-SI that is based on local caseload characteristics and economic conditions. The service area's Self-Support Index value is whether the service area was above, within, or below its expected Range.

The S-SI and Range are annualized for the four quarters in the April through March year ending in the reporting year before the funding year. See the annualized report on the MFIP Reports page on the DHS website for 2021 <https://edocs.dhs.state.mn.us/lfserver/Public/DHS-4651H-ENG>. A service area with an annualized S-SI "above" its customized Range of Expected Performance for 2021 will receive a 2.5 percent bonus added to its Consolidated Fund allocation for calendar year 2022.

[Minnesota Family Investment Program 2021 Annualized Self-Support Index \(PDF\)](#)

If your service area is receiving a bonus, congratulations! Please share a success strategy here:



9999 characters remaining

If your service area performed "above" or "within," you can go to item 2.

If your service area performed "below" for two consecutive years, you will have to **negotiate a multi-year improvement plan** with the commissioner. If no improvement is shown by the end of the multiyear plan, the next year's allocation must be decreased by 2.5 percent, to remain in effect until the service area performs within or above its Range of Expected Performance.

C. Measures (continued)

Racial/Ethnic Disparities

2. A **racial/ethnic disparity** is defined as a one-year Self Support Index that is five or more percentage points lower for a non-white racial/ethnic group than for the white group of MFIP/DWP-eligible adults in the county or consortium. The report "The Annual Summaries for counties of the Self Support and Work Participation performance measures" <https://edocs.dhs.state.mn.us/lfserver/Public/DHS-4214AG-ENG> on the MFIP Reports page includes a list of service areas that have a racial/ethnic disparity requiring action. (If your county has a disparity but data are missing for quarters with cell size too small to report, contact benjamin.jaques-leslie@state.mn.us to get the unpublished counts and percentage gaps.)

[MFIP Performance Measures by Racial/Ethnic or Immigrant Group, and by County or Tribal Provider July - September 2020 \(PDF\)](#)

If your county or consortium is *not* in the list, skip the following question.

What strategies and action steps for each of the groups with disparities do you plan for the coming biennium to reduce these disparities?

Nicollet County is not included on the disparity list, however; we continue to strategize and plan for underserved groups through education/training opportunities, job placement, cultural diversity training and building relationships with community partners. MVAC has hired a counselor from a Somali culture who is fluent in Somali and has contracted with an interpreter who translates two mornings per week. This is an effort to reduce disparities and to be inclusive of other cultures.

9512 characters remaining

D. Program Monitoring/Compliance

1. What procedures do you have in place to ensure that program funds are being used appropriately as directed in law? *Check all that apply.*

- ☒ Budget control procedures for approving expenditures
☒ Cash management procedures for ensuring program income is used for permitted activities
☒ Internal policies around use of funds, i.e. participant support services
☐ Other

2. What procedures do you have in place to ensure program policies are followed and applied accurately? *Check all that apply.*

- ☒ Case consultation ☒ Sample case review by workers ☒ Sample case review by supervisors
☒ Other SPECIFY:

If your service area has not made changes to your random drug testing policy since the last BSA, go to Section E.

3. What procedures/policies do you have in place for administering random drug tests of convicted drug felons on MFIP as required by Minnesota Statutes, section 256J.26, subdivision 1?

- ☐ Written policy within the MFIP unit
☐ Coordination with Corrections
☐ Currently establishing new policy/procedure(s)
☐ Other

E. Collaboration and Communication with Others

1. How many employment services front-line staff are employed in your county or consortium?

How many employment services front-line staff in your county or consortium have MAXIS access?

How many managers/supervisors have MAXIS access?

2. Describe the process your service area uses to identify and resolve discrepancies between MAXIS and WF1 data in areas such as Family Stabilization Services coding, employment/hours, sanction status, etc.

Monthly meetings occur between county eligibility and employment service staff to review all cases and make needed corrections. Daily conversations are held between eligibility and employment service staff to make sure both systems reflect accurate information and are coded properly. Employment service staff use MAXIS view to help ensure that they are working with the most current information and any discrepancies are discussed with county staff.

7550 characters remaining

F. Emergency Services

1. Does your county provide emergency or crisis services from your Consolidated Fund?

☐ No ☒ Yes

If your service area has made changes to your emergency services policy since the last BSA, submit your emergency/crisis plan:

Plan will be submitted.

9976 characters remaining

G. Other**Administrative Cap Waiver**

Minnesota Family Investment Program (MFIP) allows counties to request a waiver of the MFIP administrative cap (currently at 7.5%) for providing supported employment, uncompensated work or community work experience program for a major segment of the county's MFIP population. Counties that are operating such a program may request up to 15% administrative costs.

If your county is interested in applying for the waiver for the coming biennium, please complete the following four questions.

1. Describe the activity(s) you will provide.

4000 characters remaining

2. Explain the reasons for the increased administrative cost.

4000 characters remaining

3. Describe the target population and number of people expected to be served.

4000 characters remaining

4. Describe how the unpaid work experience is designed to impart skills and what steps are taken to help participants move from unpaid work to paid work.

4000 characters remaining

G. Other (continued)**Addendum for Unpaid Work Experience Activities**

If your county is providing unpaid work experience activities for MFIP participants and you don't already have an Injury Protection Plan (IPP) in place, please click on [eDocs](#) to find any IPP forms that may be needed. Email the completed form to tria.chang@state.mn.us.

Provider Choice

Does your county:

- ☐ Have at least two employment and training services providers. Go to Section H.
- ☒ Have a CareerForce center that provides multiple employment and training services, offers multiple services options under a collaborative effort and can document that participants have choice among employment and training services designed to meet specialized needs. Go to Section H.
- ☐ Intend to submit a financial hardship request.

G. Other (continued)

Financial Hardship Request**FINANCIAL HARDSHIP - Exception to Choice of Employment Service Providers Requirement**

MFIP provisions require counties to make a choice of at least two employment service providers available to participants unless a workforce center is being utilized (Minnesota Statutes, section 256J.50, subdivision 8). Counties may request an exception if meeting this requirement results in a financial hardship (Minnesota Statutes, section 256J.50, subdivision 9).

A financial hardship is defined as a county's inability to provide the minimum level of service for all programs if a disproportionate amount of the MFIP consolidated fund must be used to cover the costs of purchasing employment services from two providers or the cost of contracting with a workforce center.

To request approval of a financial hardship exception from the choice of provider requirement, please provide the following information.

1. If the county had a choice of providers in calendar year 2019, describe:
 - factors that have changed which indicate a financial hardship
 - why the hardship is expected to persist in the near future and
 - the magnitude of the hardship, which makes limiting delivery of employment services the best financial option for the county.

2000 characters remaining

2. Summarize options explored by the county, including use of other partners in a workforce center or other community agencies, such as a Community Action Program or a technical college. The summary should also include:
 - major factors which prevent the county from utilizing these options and include a cost analysis of each option considered; and
 - the process used to determine the cost of other options (RFP or other county process).

2000 characters remaining

3. If the county proposes to directly deliver MFIP employment services, provide a budget and staffing plan that clearly indicates consolidated funds will not be used to supplant county funds. The description should include information about what steps will be taken to ensure that county staff have the experience and skills to deliver employment services.

2000 characters remaining

Financial Hardship requests will be reviewed by The Department of Human Services (DHS) and the Department of Employment and Economic (DEED) leadership. DHS and DEED will also review the amount budgeted by the county for employment and training during calendar year 2021 and use this amount as a guide to determine whether the amount budgeted by the county for calendar year 2022 is reasonable.

If a financial hardship is approved, DHS and DEED will closely monitor county programs to ensure outcomes are achieved and services are being delivered consistent with state law. For additional info or if you have questions please email [Pamela McCauley](#).

H. Budget

Click on the link below to review your service area's 2020 MFIP allocation and Federal Funding Sources:

[MFIP Consolidated Fund \(PDF\)](#)

In the budget table, indicate the amount and percentage for each item listed for the budget line items for calendar years 2022-2023. Also note:

- Refer to the 2022-23 Minnesota Family Investment Program (MFIP) Biennial Service Agreement (BSA) Guidelines Bulletin section, "Allowable Services under MFIP Consolidated Fund."
- Total percent must equal 100.
- MFIP administration is capped at 7.5 percent unless the county is approved for an administrative cap waiver. To apply for the administrative cap waiver, respond to the questions in Section G under Administrative Cap Waiver.
- The percentage of Employment Services DWP budget should be significantly less than, the Employment Services MFIP budget.
- Income maintenance administration is reasonable in comparison to the whole budget.
- Ensure the Emergency Assistance/Crisis Services plan is included if funds are allocated.
- If "other" is used, briefly state or describe the line item. "Other" expenditures include any costs that are not related to administering MFIP, DWP or Emergency program services or atypical costs. All services must be an allowable service under the MFIP Consolidated Fund.
- Email Brandon Riley at brandon.riley@state.mn.us, if you need assistance or have questions with the budget section.

2022 Budget

Budgeted Amount	Percent	Line Items
64,398.00	14.66%	Employment Services (DWP)
253,026.00	57.60%	Employment Services (MFIP)
25,000.00	5.69%	Emergency Services/Crisis Fund
28,553.00	6.50%	Administration (cap at 7.5%)
68,305.00	15.55%	Income Maintenance Administration
	0.00%	Incentives (Include the total amount of funds budgeted for participant incentives but don't include support services here)
	0.00%	Under 200% Services
	0.00%	Capital Expenditures
	0.00%	Other 1
	0.00%	Other 2
\$439,282.00	100.00%	Total

2023 Budget

Budgeted Amount	Percent	Line Items
64,398.00	14.66%	Employment Services (DWP)
253,026.00	57.60%	Employment Services (MFIP)
25,000.00	5.69%	Emergency Services/Crisis Fund
28,553.00	6.50%	Administration (cap at 7.5%)
68,305.00	15.55%	Income Maintenance Administration
	0.00%	Incentives (Include the total amount of funds budgeted for participant incentives but don't include support services here)
	0.00%	Under 200% Services
	0.00%	Capital Expenditures
	0.00%	Other 1
	0.00%	Other 2
\$439,282.00	100.00%	Total

Certifications and Assurances

Public Input

Prior to submission, did the county solicit public input for at least 30 days on the contents of the agreement?

☐ No ☐ Yes

Was public input received?

☐ No ☐ Yes

If received but not used, please explain.

4000 Characters remaining

Assurances

It is understood and agreed by the county board that funds granted pursuant to this service agreement will be expended for the purposes outlined in Minnesota Statutes, section 256J; that the commissioner of the Minnesota Department of Human Services (hereafter department) has the authority to review and monitor compliance with the service agreement, that documentation of compliance will be available for audit; that the county shall make reasonable efforts to comply with all MFIP requirements, including efforts to identify and apply for available state and federal funding for services within the limits of available funding; and that the county agrees to operate MFIP in accordance with state law and federal law and guidance from the department.

Counties may use the funds for any allowable expenditures under subdivision 2, including case management outlined in Minnesota Statutes, section 256J.

This allocation is funded with 8% state funds and 92% federal TANF funds and paid quarterly.

Federal funds. Payments are to be made from federal funds. If at any time such funds become unavailable, this Agreement shall be terminated immediately upon written notice of such fact by STATE to County. In the event of such termination, County shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

1. **Pass-through requirements.** County acknowledges that, if it is a subrecipient of federal funds under this Agreement, County may be subject to certain compliance obligations. County can view a table of these obligations in the [Health and Human Services Grants Policy Statement](#), Exhibit 3 on page II-3. To the degree federal funds are used in this contract, STATE and County agree to comply with all pass-through requirements, including each Party's auditing requirements as stated in 2 C.F.R. § 200.332 (Requirements for pass-through entities) and [2 C.F.R. §§ 200.501-521 \(Subpart F – Audit Requirements\)](#). Counties (and all tiers of sub grantees) must comply with the U.S. Office of Management and Budget (OMB) Uniform Grant Guidance, Code of Federal Regulations, title 2, subtitle A, chapter II, part 200, as applicable (including modifications) in the administration of all DHS federally funded grants. https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl. General Terms and Conditions for the Administration of Children & Families awards can be found here: [General Terms and Conditions \(hhs.gov\)](#), and are incorporated into this agreement by reference. Terms and Conditions specific to TANF funds can be found here: [TANF Official Terms & Conditions for State and](#) Nicollet
2. **County:**

(Must match the name associated with the DUNS number.)

3. **County's Data Universal Numbering System (DUNS) number:**

The DUNS number is the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities and must match GRANTEE's name.

4. *Federal Award Identification Number (FAIN):* 2201MNTANF and 2301MNTANF
5. *Federal Award Date:* October 1, 2022 (projected) (The date of the award to the MN Dept. of Human Services.)
6. *Period of Performance:* Start date: **January 1, 2022**. End date: **December 31, 2023**.
7. *Budget period start and end date:* January 1, 2022 – December 31, 2023
8. *Amount of federal funds:*
- A. Total Amount Awarded to DHS for this project: \$103,290,000 (projected)
 - B. Total Amount Awarded by DHS for this project to county named above: See Budget Table in Section H of this Agreement.
9. *Federal Award Project description:* Temporary Assistance for Needy Families (TANF)
10. *Name:*
- A. Federal Awarding Agency: Administration for Children and Families
 - B. MN Dept. of Human Services (DHS)
 - C. Contact information of DHS's awarding official: Jovon Perry, Jovon.perry@state.mn.us
11. *CFDA Number & Name:* Payments are to be made from federal funds obtained by STATE through Catalog of Federal Domestic Assistance (CFDA) No. 93.558 (TANF)
12. Is this federal award related to research and development?: ☐ Yes ☒ No
13. Indirect Cost Rate for this federal award is: up to 15% (including if the *de minimis* rate is charged.)
14. Closeout terms and conditions for this federal award: County shall close-out its use of funds under this agreement by complying with the closeout procedures in [2 C.F.R. § 200.343](#). County's obligations shall not end until all close-out requirements are completed. Terms specific to tangible personal property purchased with federal funds can be found here: [Property Guidance | The Administration for Children and Families \(hhs.gov\)](#)

Service Agreement Certification

- ☐ Checking this box certifies that this 2022-2023 MFIP Biennial Service Agreement has been prepared as required and approved by the county board(s) under the provisions of Minnesota Statutes, section 256J. In the box below, state the name of the chair of the county board of commissioners or authorized designee, their mailing address and the name of the county.

DATE OF CERTIFICATION	NAME (CHAIR OR DESIGNEE)	COUNTY
MAILING ADDRESS	CITY	STATE ZIP CODE

If your county agency is unable to complete your BSA by October 15, 2021 you will need to request an extension. Please email Tria.Chang@state.mn.us to provide additional information about why you were not able to complete this form and when you expect to submit the form by.

Save or Submit

To save your work, click the 'Save Form for Later' button. Your information will be saved, and you may finish the form later.

To submit your information to DHS, click the 'Submit Final Form' button.

Nicollet County Board of Commissioners
Board Meeting Agenda Item



Agenda Item: End of Probations	
Primary Originating Division/Dept.: Human Resources Contact: Kristy Larson Title: HR Director Amount of Time Requested minutes Presenter: Kristy Larson Title: HR Director	Meeting Date: 10/12/2021 Item Type: Consent Agenda (Select One) Attachments: ☒ Yes ☐ No
County Strategy: (Select One) Facilities and Space - preserve, maintain and build our assets	
BACKGROUND/JUSTIFICATION: Health & Human Services Health & Human Services Director Cassie Sassenberg has requested the end of probation for Jessalyn Mercado, Administrative Support Technician, effective October 19, 2021. Property & Public Services Property & Public Services Director Jaci Kopet has requested the end of probation for Nicole Jensen, Administrative Support Specialist, Katie Keohane, Administrative Support Specialist, and Madison Brunner, Administrative Support Assistant, effective October 12, 2021.	
Supporting Documents: ☐ Attached ☒ In Signature Folder ☐ None	
Prior Board Action Taken on this Agenda Item: ☒ Yes ☐ No If "yes", when? (provide year; mm/dd/yy if known)	
Approved by County Attorney's Office: ☐ Yes ☐ No ☒ N/A	
ACTION REQUESTED: Grant end of probationary status	
FISCAL IMPACT: Other (Select One) If "Other", specify	FUNDING County Dollars = Grant (Select One)
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:	Total

NICOLLET
COUNTY EST. 1853

Agenda Item:		
Proclamation Recognizing October as Cybersecurity Awareness Month in Nicollet County		
Primary Originating Division/Dept.: Technologies		Meeting Date: 10/12/2021
Contact: Dayle Moore	Title: Technologies Director	Item Type: Regular Agenda (Select One)
Amount of Time Requested 15 minutes		
Presenter: Dave Lange	Title:	Attachments: ☒ Yes ☐ No
County Strategy: Programs and Services - deliver value-added quality services (Select One)		
BACKGROUND/JUSTIFICATION:		
Technologies is requesting approval of a proclamation recognizing October as Cybersecurity Awareness Month in Nicollet County.		
+		
Supporting Documents: ☐ Attached ☒ In Signature Folder ☐ None		
Prior Board Action Taken on this Agenda Item: ☐ Yes ☒ No		
If "yes", when? (provide year; mm/dd/yy if known)		
Approved by County Attorney's Office: ☐ Yes ☐ No ☒ N/A		
ACTION REQUESTED:		
Approval of proclamation		
FISCAL IMPACT: Other (Select One)		FUNDING
If "Other", specify		County Dollars =
		Grant (Select One)
FTE IMPACT: No FTE change (Select One)		Total
If "Increase or "Decrease" specify:		
Related Financial/FTE Comments:		



Proclamation Recognizing October as Cybersecurity Awareness Month in Nicollet County

WHEREAS, Nicollet County serves a vital role in providing services to our residents and communities; and

WHEREAS, Critical community services such as health care, emergency services, and law enforcement are ever increasingly dependent on information systems; and

WHEREAS, Nicollet County is committed to protecting the county from cybersecurity events; and

WHEREAS, Cybersecurity is the shared responsibility of all and we must work together to improve our awareness and educate ourselves on basic computer security; and

WHEREAS, October is designated as National Cybersecurity Awareness Month and Nicollet County residents are encouraged to visit the Department of Homeland Security Stop.Think.Connect. website at www.stopthinkconnect.org to learn more about cybersecurity and how to protect themselves better at home, work, school, and business.

NOW, THEREFORE, BE IT PROCLAIMED, by the Nicollet County Board of Commissioners that October 2021 is designated as:

Cybersecurity Awareness Month

October 12, 2021

Terry Morrow, Chair
Nicollet County Board of Commissioners

ATTEST:

Mandy Landkamer
Clerk to the Board

Nicollet County Board of Commissioners
Board Meeting Agenda Item



Agenda Item:		
Consideration of Payment of Fees Under Minn. Stat. §465.76		
Primary Originating Division/Dept.: Administrator's Office	Meeting Date: 10/12/2021	
Contact: Mandy Landkamer Title: Administrator	Item Type: Regular Agenda (Select One)	
Amount of Time Requested 30 minutes		
Presenter: Ann Goering Title: Attorney	Attachments: ☐ Yes ☒ No	
County Strategy: Collaborative Workplace - sustain the core values of our culture (Select One)		
BACKGROUND/JUSTIFICATION: Mike Riley, attorney for Dawn Michels, submitted a letter asking for reimbursement of attorney's fees. This portion of the meeting will be closed pursuant to Minnesota Statutes Chapter 13D.05, subd. 3(b) to discuss threatened litigation. Following the closed session, the Board may take action based upon the discussions held in closed session. Ms. Goering will be appearing via Zoom for the meeting.		
Supporting Documents: ☐ Attached ☐ In Signature Folder ☒ None		
Prior Board Action Taken on this Agenda Item: ☐ Yes ☒ No		
If "yes", when? (provide year; mm/dd/yy if known)		
Approved by County Attorney's Office: ☐ Yes ☐ No ☒ N/A		
ACTION REQUESTED:		
Action by the Board to approve or deny request		
FISCAL IMPACT: Other (Select One) If "Other", specify	FUNDING County Dollars = Grant (Select One)	
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:	Total	

OFFICIAL PROCEEDINGS OF THE
NICOLLET COUNTY DRAINAGE AUTHORITY
SEPTEMBER 28, 2021

The Nicollet County Drainage Authority met in regular session on Tuesday, September 28, 2021 at 10:00 a.m. with Chair Morrow presiding. Commissioners Marie Dranttel, John Luepke, and Jack Kolars were present. Also present were County Administrator Mandy Landkamer, Recording Secretary Sarah Frahm and County Attorney Michelle Zehnder Fischer.

Agenda

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

Consent Agenda

Motion by Commissioner Dranttel and seconded by Commissioner Luepke to approve the consent agenda items as follows: approval of the September 14, 2021 Drainage Authority minutes. Motion carried with all voting in favor.

Continued Public Hearing for Redetermination of Benefits for CD4A

Lead viewer Behrends presented the final report on the Redetermination of Benefits for C4A. At 10:04 a.m. Chair Morrow opened the public hearing on CD4A. Chair Morrow asked for any public comments on CD4A.

Ken Otto approached the Board for public comment. He lives at 44663 State Highway 11 just outside Nicollet. He stated that he has no tile lines on his property and is not benefitting, stating that the water stays on his land until it soaks away. Mark Berends spoke about how they take the total watershed area and divide benefits. Jaci Kopet also explained the different land categories, and because he's within the watershed area, the benefits will never be at zero. The public comment portion of the meeting was closed at 10:09 a.m.

Motion by Commissioner Dranttel and seconded by Commissioner Luepke to approve the Redetermination of Benefits for CD4A as presented. Motion carried with all voting in favor.

Motion by Commissioner Dranttel and seconded by Commissioner Luepke to direct Manager Kopet to prepare Findings of Fact and Order for CD4A. Motion carried with all voting in favor.

Consider Findings for Approved Redeterminations for CD48A

Motion by Commissioner Luepke and seconded by Commissioner Kolars to approve the Findings of Fact and Order for CD48A as presented. Motion varied with all voting in favor.

Consider Order to Approve the Redeterminations for CD39

Motion by Commissioner Dranttel and seconded by Commissioner Luepke to approve the Findings of Fact and Order for CD39 as presented. Motion varied with all voting in favor.

Adjourn

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

Chair Morrow adjourned the meeting at 10:15 a.m.

TERRY MORROW, CHAIR
BOARD OF COMMISSIONERS

ATTEST:

MANDY LANDKAMER
CLERK TO THE BOARD

Nicollet County Drainage
Authority Meeting
Agenda Item



Agenda Item: CD86A Proposed Change Order Request		
Primary Originating Division/Dept.: Public Services Contact: Jaci Kopet Title: PPSP Director Amount of Time Requested 20 minutes Presenter: Chuck Brandel Title: ISG Engineer	Meeting Date: 10/12/2021 Item Type: (Select One) Regular Agenda Attachments: ☒ Yes ☐ No	
County Strategy: (Select One) Programs and Services - deliver value-added quality services		
BACKGROUND/JUSTIFICATION: As you are aware, Lametti & Sons, Inc. was awarded the contract for the installation of the new pumping system on CD86A. Attached are three change orders submitted by the contractor. Chuck Brandel, ISG Engineer, will be present to review the change order with the drainage authority and give a recommendation to the board.		
Supporting Documents: ☒ Attached ☐ In Signature Folder ☐ None		
Prior Drainage Authority Action Taken on this Item: ☐ Yes ☒ No If yes, when? (provide year; mm/dd/yy if known)		
Approved by County Attorney's Office: ☐ Yes ☐ No ☒ N/A		
ACTION REQUESTED: The Drainage Authority will be asked to approve or deny the proposed change order requests.		
FISCAL IMPACT: Other (Select One) If "Other", specify FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:	FUNDING Drainage Authority Dollars = Grant (Select One) Total	

Change Order Memo

Nicollet County Ditch No. 86A – Pump Station

The ISG logo consists of the letters "ISG" in a white, sans-serif font, centered within a dark gray square.

To: Nicollet County Drainage Authority
From: Chuck Brandel, PE
Jacob Rischmiller, PE
Date: October 5, 2021
Subject: Nicollet County Ditch No. 86A – Pump Station Change Order Explanation

County Commissioners,

Nicollet County Ditch No. 86A (CD 86A) pump station is located in Section 8 of Brighton Township. The pump station project involves replacing the existing station with a 90,000 gallon per minute station. ISG and Nicollet County staff have had multiple meetings with Lametti & Sons (Contractor) to discuss the Change Orders and Serial letter as described below.

Change Order No. 2

Change Order No. 2 is extended the contract time based on the delay is awarding the project as well as delay in supply of some electrical components. ISG reviewed the delay of the awarding of the contract to the Contractor, which was 64 days. The Contractor has encountered another delay is receiving some electrical components to complete the job, which is asking for an additional 180 days. Attached to the change order is Serial Letter No. 4 (from the contractor), which provides additional detail.

Change Order No. 3

Change Order No. 3 is a recommendation based on the Contractors Serial Letter No. 2 (attached to the change order). This change order developed based on the existing pump station failure on site, which all pumps were not functional during these months. Nicollet County has provided ISG with the average electrical costs of \$4,774.07 for the month of March and \$5,551.35 for the month of April based on the previous 5 years of pumping. Therefore, ISG believes that the system could be responsible for \$10,325.42 of the requested \$120,189.89.

Serial Letter No. 03

Serial Letter No. 3 from the Contractor is for additional electrical upgrades that were required from the basis of design. ISG bid the pumps based on the performance required of the pump station and not based on horsepower from a single pump manufacturer. That way, the system would allow other pump manufacturers to bid on the project with that could meet the performance required by the pump station. Serial Letter No. 3 from the Contractor provides additional detail of their request.

ISG has previous experience with approving additional manufacturers from the basis of design, and in that experience that contractor has typically caught any changes from the basis of design. Therefore, ISG's stance on the additional cost incurred for upsizing the electrical equipment to accommodate the different pump manufacturer is to deny the request.

Change Order

No. 2

Date of Issuance: 10/5/2021

Effective Date: _____

OWNER Nicollet County Drainage Authority

CONTRACTOR Lametti & Sons, Inc.

Project: Nicollet County Ditch No. 86A Pump Station

OWNER'S Contract No.: _____

ENGINEER'S Contract No.: 17686

ENGINEER ISG

Description: Extension of Contract completion date due to delay in awarding project & supply issue

Attachments: - Serial Letter Number 4 from Lametti & Sons

Original Contract Price \$1,785,017.00
Net Increase (Decrease) from previous Change Orders No. <u>0</u> to <u>1</u> : \$ <u>25,190.00</u>
Contract Price prior to this Change Order: \$ <u>1,810,207.00</u>
Net Increase (Decrease) of this Change Order: \$ <u>-</u>
Contract Price with all approved Change Orders: \$ <u>1,810,207.00</u>

Original Contract Times: Substantial Completion: May 28,2021 Ready for final payment: June 22,2021
Net change from previous Change Orders No. <u>0</u> to No. <u>1</u> : Substantial Completion: N/A Ready for final payment: N/A
Contract Times prior to this Change Order: Substantial Completion: May 28,2021 Ready for final payment: June 22,2021
Net increase (decrease) this Change Order: Substantial Completion: + 64 days & +180 days Ready for final payment: + 64 days & +180 days
Contract Times with all approved Change Orders: Substantial Completion: January 26, 2022

Recommended:

Approved:

Accepted:

By: _____

By: _____

ENGINEER (Authorized Signature)

OWNER (Authorized Signature)

CONTRACTOR (Authorized Signature)

Date: _____

Date: _____

Lametti & Sons, Inc.



September 17, 2021

Serial Letter No. 04 Rev. 1

Jacob Rischmiller, PE
ISG, Inc.
6465 Wayzata Blvd, Suite 970
Minneapolis, MN 55426

RE: Nicollet County Ditch no. 86A Pump Station
Contract Time Extension

Jacob,

Lametti received your email for 17686 Nicollet CD 86A regarding Change order 2-time extension and request for documentation supporting additional contract extension. In regards to additional contract time extension Lametti offers the following:

- 1) Due to the contract being delayed (reason for CO-2) all electrical items were pushed out do to COVID and material availability.
- 2) The initial switchgear submittals were turned in to ISG 3/11/2021 noting issues with pump size and switchgear sizing, these submittals were not returned to Lametti revise and re-submit until 4/12/2021. The submittal was immediately sent to the supplier and Lametti did not receive them back until 4/26/2021 the submittals were turned back over to ISG the same day and returned to Lametti revise and re-submit 5/3/2021. Revision 2 of the switchgear was turned in into ISG 6/9/2021 the submittal was turned around immediately and then sent back to the supplier for final revisions, at this time the supplier was very backed up due to COVID and the construction season being in full swing. Revision no. 3 was give to Lametti from the supplier 7/28/2021 and turned over to ISG immediately. ISG reviewed the submittal and returned the submittal 7/29/2021, stating the equipment would not fit into the building, this was discussed and agreed it would fit and the equipment was released on 8/4/2021 after review of cooling requirements. As you can see this submittal is the main reason the project has encountered substantial delays, this was out of Lametti & Sons, Inc. control and our due diligence was done in getting submittals back and forth between the supplier and Engineer, however the total delay in this submittal process was over 4 months; 120 days.
- 3) Lametti has reached out to other vendors for the switch gear, including pump supplier Quality Flow and have had the same results further proving the delay on material availability is due to COVID more than just with the vendor chosen for this project (Sweeney).

Lametti feels for this delay an additional 180 days needs to be added to the time extension, these were items out of Lamettis control and nothing in our power could have been done to get this done any quicker and now with froze conditions potentially being encountered restoration will take additional time.

If you have any questions, please feel free to contact us.

Sincerely,
Lametti & Sons

Dave Lovas
Project Manager

Change Order

No. 3Date of Issuance: 10/5/2021

Effective Date: _____

OWNER Nicollet County Drainage AuthorityCONTRACTOR Lametti & Sons, Inc.Project: Nicollet County Ditch No. 86A Pump Station

OWNER'S Contract No.: _____

ENGINEER'S Contract No.: 17686ENGINEER ISGDescription: Additional pumping occurred during March and April of 2021.Attachments: - Serial Letter Number 2 from Lametti & Sons

Item #	Item Description	Unit	Est Qty	Unit Price	Total Price
3-301	Pumping Costs (Based on the 5 year average)	LS	1.00	\$ 10,325.42	\$ 10,325.42
Total Increase					\$ 10,325.42

Attachments: - Serial Letter Number 2 from Lametti & Sons

Original Contract Price \$1,785,017.00
Net Increase (Decrease) from previous Change Orders No. <u>1</u> to <u>3</u> : \$ 25,190.00
Contract Price prior to this Change Order: \$ 1,810,207.00
Net Increase (Decrease) of this Change Order: \$ 10,325.42
Contract Price with all approved Change Orders: \$ 1,820,532.42

Original Contract Times: Substantial Completion: Ready for final payment:
Net change from previous Change Orders No. <u> </u> to No. <u> </u> : Substantial Completion: Ready for final payment:
Contract Times prior to this Change Order: Substantial Completion: May 28, 2021 Ready for final payment: June 22, 2021
Net increase (decrease) this Change Order: Substantial Completion: Ready for final payment:
Contract Times with all approved Change Orders: Substantial Completion: Ready for final payment:

Recommended:

Approved:

Accepted:

By: _____ By: _____

ENGINEER (Authorized Signature)

OWNER (Authorized Signature)

By: _____

CONTRACTOR (Authorized Signature)

Date: _____

Date: _____

Lametti & Sons, Inc.



May 19, 2021

Serial Letter No. 02

Jacob Rischmiller, PE
ISG, Inc.
6465 Wayzata Blvd, Suite 970
Minneapolis, MN 55426

RE: Nicollet County Ditch no. 86A Pump Station
Pumping of storm water - Additional Cost

Jacob,

As previously stated in email sent March 24th, 2021 Lametti feels compensation is owed for additional pumping at the Nicollet County Ditch No. 86A Pump Station due to only 2ea of the 5ea existing on-site pumps being in operational condition; this was not disclosed at time of bid. Due to these pumps being non-operational Lametti has exhausted multiple resources, including weekend pump watch, local farmer tractor pump, 2ea- 6" Diesel Drive Pumps and 2ea – 8" Diesel Drive Pumps. The cost this additional work has incurred is detailed below, invoices for pumps and pump watch hour log have been attached.

2ea- 6" Diesel Pumps; 2 months	\$ 31,002.78
2ea- 8" Diesel Pumps; 2 months	\$ 10,687.66
Fuel for Pumps	\$ 14,696.17
<u>Pump Watch Time</u>	<u>\$ 63,803.28</u>

Total Additional Cost to date	\$120,189.89
-------------------------------	--------------

Note – the above cost is thru 5/19/2021, 2 - 8" pumps are still on site and rental cost will continue to occur until Lametti completes the headwall.

If you have any questions, please feel free to contact us.

Sincerely,
Lametti & Sons

Dave Lovas
Project Manager



United Rentals

PUMP SOLUTIONS

BRANCH 44A
9450 IDEAL AVE S
COTTAGE GROVE MN 55016-3845
952-562-1555
651-731-6442 FAX

Received

MAR 22 2021

LAMETTI & SONS

5.1.1986 1 MB 0.447 66920S21.p01 502628 3-3 0

DELIVERED APR 02 2021

4 WEEK BILLING INVOICE

190811643-001

Customer # : 9500970
Invoice Date : 03/10/21
Date Out : 02/16/21 03:00 PM
Billed Through : 03/16/21 00:00
UR Job Loc : 53619 422ND ST, NEW
UR Job # : 189
Customer Job ID:
P.O. # : 51229
Ordered By : BRIAN GALLAGHER
Reserved By : ROBERT COBB
Salesperson : JOSH RITTER

Invoice Amount: \$5,747.70

Terms: Due Upon Receipt
Payment options: Contact our credit office 212-333-6600 Ext. 84871
REMIT TO: UNITED RENTALS (NORTH AMERICA), INC.
PO BOX 840514
DALLAS TX 75284-0514

NEW ULM, MN HYDRAULIC PUMP
53619 422ND ST
NEW ULM MN 56073-4330

Office: 651-426-1380 Cell: 651-775-2434

LAMETTI & SONS
PO BOX 477
HUGO MN 55038-0477

First month rent

RENTAL ITEMS:							
Qty	Equipment	Description	Minimum	Day	Week	4 Week	Amount
✓ 1	HYD15022	65HP HYDRAULIC POWER UNIT Make: HYDRA-TECH Model: HT66-4024 Serial: N4926 Meter out: 933.00 Meter in: .00		275.43	550.87	1,651.04	1,651.04
✓ 1	10407950	4" HYDRAULIC PUMP HEAD - CAST IRON Make: HYDRA-TECH Model: S4THLURPS Serial: 4T970 Substituted for: 6" HYDRAULIC PUMP HEAD - CAST IRON		140.00	280.00	840.00	840.00
		6" male cam					
✓ 2	545/1023	1 X 50 HYD HOSE		32.23	63.71	191.13	382.26
✓ 2	545/1034	1-1/4 X 50 HYDRAULIC HOSE		36.15	72.29	216.90	433.80
✓ 3	537/6620	HOSE 6X50 LAYFLAT DISCHARGE - CAMLOCK		42.00	84.00	252.00	756.00
1	537/2920	HOSE 6X20 RUBBER SUCTION - CAMLOCK		40.00	80.00	240.00	240.00

Rental Subtotal: 4,303.10

SALES/MISCELLANEOUS ITEMS:

Qty	Item	Price	Unit of Measure	Extended Amt.
1	ENVIRONMENTAL SERVICE CHARGE	[ENV/MCI] 49.820	EACH	49.82
1	DELIVERY CHARGE	500.000	EACH	500.00
1	PICKUP CHARGE	500.000	EACH	500.00

Sales/Misc Subtotal: 1,049.82

Agreement Subtotal: 5,352.92

Tax: 394.78

Total: 5,747.70

COMMENTS/NOTES:

CONTACT: LUKE SANFRANSKI
CELL#: 507-676-3062

Billing period: 28 Days From 2/16/21 03:00 PM Thru 3/16/21 03:00 PM

ENTERED APR 1 2021

210020 \$5747.70 CN

03 4050 20514.027050

SHIFT RATES DO NOT APPLY UNLESS OTHERWISE NOTED

PM/SERVICE IS NEEDED EVERY 250 HOURS
IF CUSTOMER IS PERFORMING SELF SERVICES
UNITED RENTALS MUST BE NOTIFIED

CUSTOMER WILL BE BILLED FOR EVERY 250 HOURS OF RUN TIME,
LASTING DURATION OF THE WHOLE RENTAL PERIOD

over budget

B: \$2500

TD: \$12,479

Effective January 1, 2021 and where permitted by law, United Rentals may impose a surcharge on charge accounts. This surcharge is not greater than our merchant discount rate for credit card transactions and is subject to sales tax in some jurisdictions.

NOTICE: This invoice is subject to the terms and conditions of the Rental and Service Agreement, which are available at <https://www.unitedrentals.com/legal/rental-service-terms-US> and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.

United Rentals**PUMP SOLUTIONS**

BRANCH 44A
9450 IDEAL AVE S
COTTAGE GROVE MN 55016-3845
952-562-1555
651-731-6442 FAX

Received

**4 WEEK BILLING
INVOICE**

190811643-002

Job site

NEW ULM, MN HYDRAULIC PUMP APR 16 2021
53619 422ND ST
NEW ULM MN 56073-4330 LAMETTI & SONS, INC.

Office: 651-426-1380 Cell: 651-775-2434

LAMETTI & SONS
PO BOX 477
HUGO MN 55038-0477

Customer # : 9500970
Invoice Date : 04/07/21
Date Out : 02/16/21 03:00 PM
Billed Through : 04/13/21 00:00
UR Job Loc : 53619 422ND ST, NEW
UR Job # : 189
Customer Job ID:
P.O. # : 51229
Ordered By : BRIAN GALLAGHER
Reserved By : ROBERT COBB
Salesperson : JOSH RITTER

Invoice Amount: \$4,673.94

Terms: Due Upon Receipt

Payment options: Contact our credit office 212-333-6600 Ext. 84871

REMIT TO: UNITED RENTALS (NORTH AMERICA), INC.
PO BOX 840514
DALLAS TX 75284-0514

P.O. on Invoice/Bill - 2nd month rent

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	4 Week	Amount
1	HYD15022	65HP HYDRAULIC POWER UNIT Make: HYDRA-TECH Model: HT66-4024 Serial: N4926 Meter out: 933.00 Meter in: .00		275.43	550.87	1,651.04	1,651.04
1	10407950	4" HYDRAULIC PUMP HEAD - CAST IRON Make: HYDRA-TECH Model: S4THLURPS Serial: 4T970 Substituted for: 6" HYDRAULIC PUMP HEAD - CAST IRON 6" male cam		140.00	280.00	840.00	840.00
2	545/1023	1 X 50 HYD HOSE		32.23	63.71	191.13	382.26
2	545/1034	1-1/4 X 50 HYDRAULIC HOSE		36.15	72.29	216.90	433.80
3	537/6620	HOSE 6X50 LAYFLAT DISCHARGE - CAMLOCK		42.00	84.00	252.00	756.00
1	537/2920	HOSE 6X20 RUBBER SUCTION - CAMLOCK		40.00	80.00	240.00	240.00

Rental Subtotal: 4,303.10

SALES/MISCELLANEOUS ITEMS:

Qty	Item	Price	Unit of Measure	Extended Amt.
1	ENVIRONMENTAL SERVICE CHARGE	[ENV/MCI] 49.820	EACH	49.82
Sales/Misc Subtotal:				49.82

Agreement Subtotal: 4,352.92

Tax: 321.02

Total: 4,673.94

COMMENTS/NOTES:

CONTACT: LUKE SANFRANSKI
CELL#: 507-676-3062

Billing period: 28 Days From 3/16/21 03:00 PM Thru 4/13/21 03:00 PM

SHIFT RATES DO NOT APPLY UNLESS OTHERWISE NOTED

PM/SERVICE IS NEEDED EVERY 250 HOURS
IF CUSTOMER IS PERFORMING SELF SERVICES
UNITED RENTALS MUST BE NOTIFIED

CUSTOMER WILL BE BILLED FOR EVERY 250 HOURS OF RUN TIME

LASTING DURATION OF THE WHOLE RENTAL PERIOD

***** RENTAL PERIOD *****		***** AMOUNT *****		***** MATERIAL *****		***** AUTHORIZATION *****	
210020		\$4673.94		SUBCONTRACT		CZ	
CL		PD		ACCT		JOB#	
04				20514.627050		COST CODE	
						TAX	
						EQUIP	

Effective January 1, 2021 and where permitted by law, United Rentals may impose a surcharge of 1.8% for credit card payments on charge accounts. This surcharge is not greater than our merchant discount rate for credit card transactions and is subject to sales tax in some jurisdictions.

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FLUID SOLUTIONS
BRANCH 44A
9450 IDEAL AVE S
COTTAGE GROVE MN 55016-3845
952-562-1555
651-731-6442 FAX

Received

MAY 17 2021

RENTAL RETURN
INVOICE

190811643-003

Customer # : 9500970
Invoice Date : 05/06/21
Rental Out : 02/16/21 03:00 PM
Rental In : 05/04/21 12:00 PM
UR Job Loc : 53619 422ND ST, NEW
UR Job # : 189
Customer Job ID:
P.O. # : 51229
Ordered By : BRIAN GALLAGHER
Reserved By : ROBERT COBB
Salesperson : JOSH RITTER

Job Site

NEW ULM, MN HYDRAULIC PUMP
53619 422ND ST
NEW ULM MN 56073-4330

LAMETTI & SONS, INC.

Office: 651-426-1380 Cell: 651-775-2434

LAMETTI & SONS
PO BOX 477
HUGO MN 55038-0477

Invoice Amount: \$4,673.88

Terms: Due Upon Receipt
Payment options: Contact our credit office 212-333-6600 Ext. 84871
REMIT TO: UNITED RENTALS (NORTH AMERICA), INC.
PO BOX 840514
DALLAS TX 75284-0514

RENTAL ITEMS:							
Qty	Equipment	Description	Minimum	Day	Week	4 Week	Amount
1	HYD15022	65HP HYDRAULIC POWER UNIT Make: HYDRA-TECH Model: HT66-4024 Serial: N4926 Meter out: 933.00 Meter in: 2180.60		275.43	550.87	1,651.04	1,651.04
1	10407950	4" HYDRAULIC PUMP HEAD - CAST IRON Make: HYDRA-TECH Model: S4THLURPS Serial: 4T970 Substituted for: 6" HYDRAULIC PUMP HEAD - CAST IRON 6" male cam		140.00	280.00	840.00	840.00
2	545/1023	1 X 50 HYD HOSE		32.23	63.71	191.13	382.26
2	545/1034	1-1/4 X 50 HYDRAULIC HOSE		36.15	72.29	216.90	433.74
3	537/6620	HOSE 6X50 LAYFLAT DISCHARGE - CAMLOCK		42.00	84.00	252.00	756.00
1	537/2920	HOSE 6X20 RUBBER SUCTION - CAMLOCK		40.00	80.00	240.00	240.00

1247 HRS

Rental Subtotal: 4,303.04

SALES/MISCELLANEOUS ITEMS:

Qty	Item	Price	Unit of Measure	Extended Amt.
1	ENVIRONMENTAL SERVICE CHARGE	[ENV/MCI] 49.820	EACH	49.82

Sales/Misc Subtotal: 49.82

Agreement Subtotal: 4,352.86

Tax: 321.02

Total: 4,673.88

COMMENTS/NOTES:

CONTACT: LUKE SANFRANSKI
CELL#: 507-676-3062

Final Bill: 21 Days From 4/13/21 03:00 PM Thru 5/04/21 12:00 PM

* SHIFT RATES DO NOT APPLY UNLESS OTHERWISE NOTED *
*
* PM/SERVICE IS NEEDED EVERY 250 HOURS *
* IF CUSTOMER IS PERFORMING SELF SERVICES *
* UNITED RENTALS MUST BE NOTIFIED *
*
* CUSTOMER WILL BE BILLED FOR EVERY 250 HOURS OF RUN TIME, *
* LASTING DURATION OF THE WHOLE RENTAL PERIOD *

copy to Dave ✓ 5/19/2021

Effective January 1, 2021 and where permitted by law, United Rentals may impose a surcharge of 1.8% for credit card payments on charge accounts. This surcharge is not greater than our merchant discount rate for credit card transactions and is subject to sales tax in some jurisdictions.

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United Rentals

PUMP SOLUTIONS

BRANCH 44A
9450 IDEAL AVE S
COTTAGE GROVE MN 55016-3845
952-562-1555
651-731-6442 FAX

Received

MAR 22 2021

DELIVERED APR 16 2021

4 WEEK BILLING INVOICE

190781886-005

Job Site

NEW ULM, MN HYDRAULIC PUMP
53619 422ND ST
NEW ULM MN 56073-4330

LAMETTI & SONS, INC.

Office: 651-426-1380 Cell: 651-775-2434

5.1.1986 1 MB 0.447 66920S21.p01 502628 1-3 0



LAMETTI & SONS

PO BOX 477

HUGO MN 55038-0477

First month rent

Customer # : 9500970
Invoice Date : 03/10/21
Date Out : 02/16/21 08:00 AM
Billed Through : 03/16/21 00:00
UR Job Loc : 53619 422ND ST, NEW
UR Job # : 189
Customer Job ID:
P.O. # : 51226
Ordered By : BRIAN GALLAGHER
Reserved By : ROBERT COBB
Salesperson : JOSH RITTER

Invoice Amount: \$6,018.28

Terms: Due Upon Receipt
Payment options: Contact our credit office 212-333-6600 Ext. 84871
REMIT TO: UNITED RENTALS (NORTH AMERICA), INC.
PO BOX 840514
DALLAS TX 75284-0514

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	4 Week	Amount
✓ 1	10603669	65HP HYDRAULIC POWER UNIT Make: HYDRA-TECH Model: HT75-4045 Serial: V4540 Meter out: 200.50 Meter in: .00	275.43		550.87	1,651.04	1,651.04
✓ 1	SD40133	4" HYDRAULIC PUMP HEAD - CAST IRON Make: HYDRA-TECH Model: S4VHL Serial: 4T840 Substituted for: 6" HYDRAULIC PUMP HEAD - CAST IRON	140.00		280.00	840.00	840.00
✓ 2	545/1023	1 X 50 HYD HOSE	32.23		63.71	191.13	382.26
✓ 2	545/1034	1-1/4 X 50 HYDRAULIC HOSE	36.15		72.29	216.90	433.80
✓ 4	537/6620	HOSE 6X50 LAYFLAT DISCHARGE - CAMLOCK	42.00		84.00	252.00	1,008.00
✓ 1	537/2920	HOSE 6X20 RUBBER SUCTION - CAMLOCK	40.00		80.00	240.00	240.00

Rental Subtotal: 4,555.10

SALES/MISCELLANEOUS ITEMS:

Qty	Item	Price	Unit of Measure	Extended Amt.
1	ENVIRONMENTAL SERVICE CHARGE	[ENV/MCI] 49.820	EACH	49.82
✓ 1	DELIVERY CHARGE	500.000	EACH	500.00
✓ 1	PICKUP CHARGE	500.000	EACH	500.00

Sales/Misc Subtotal: 1,049.82

Agreement Subtotal: 5,604.92

Tax: 413.36

Total: 6,018.28

COMMENTS/NOTES:

CONTACT: BRIAN GALLAGHER
CELL#: 651-775-2434
LUKE- 507-676-3062
GIVE LUKE A 30 MIN HEADS, SO HE CAN GET
BACK TO SITE TO UNLOAD.

Billing period: 28 Days From 2/16/21 08:00 AM Thru 3/16/21 08:00 AM

SHIFT RATES DO NOT APPLY UNLESS OTHERWISE NOTED

PM/SERVICE IS NEEDED EVERY 250 HOURS
IF CUSTOMER IS PERFORMING SELF SERVICES
UNITED RENTALS MUST BE NOTIFIED

CUSTOMER WILL BE BILLED FOR EVERY 250 HOURS OF RUN TIME,
LASTING DURATION OF THE WHOLE RENTAL PERIOD

ENTERED APR 13 2021

210020 \$6018.28 CM

03 4050 20514.027050

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DELIVERED APR 22 2021

United Rentals

PUMP SOLUTIONS

BRANCH 44A
9450 IDEAL AVE S
COTTAGE GROVE MN 55016-3845
952-562-1555
651-731-6442 FAX

Received

APR 16 2021

4 WEEK BILLING
INVOICE

190781886-006

Job Site
NEW ULM, MN HYDRAULIC PUMP
53619 422ND ST
NEW ULM MN 56073-4330
Office: 651-426-1380 Cell: 651-775-2434

LAMETTI & SONS, INC.

5.1.1935 1 MB 0.447 75337521.p01 583680 1-2 0



LAMETTI & SONS

PO BOX 477

HUGO MN 55038-0477

Customer # : 9500970
Invoice Date : 04/07/21
Date Out : 02/16/21 08:00 AM
Billed Through : 04/13/21 00:00
UR Job Loc : 53619 422ND ST, NEW
UR Job # : 189
Customer Job ID:
P.O. # : 51226
Ordered By : BRIAN GALLAGHER
Reserved By : ROBERT COBB
Salesperson : JOSH RITTER

Invoice Amount: \$4,944.52

Terms: Due Upon Receipt
Payment options: Contact our credit office 212-333-6600 Ext. 84871
REMIT TO: UNITED RENTALS (NORTH AMERICA), INC.
PO BOX 840514
DALLAS TX 75284-0514

P.O. on file/Drive - 2nd month rent

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	4 Week	Amount
1	10603669	65HP HYDRAULIC POWER UNIT Make: HYDRA-TECH Model: HT75-4045 Serial: V4540 Meter out: 200.50 Meter in: .00		275.43	550.87	1,651.04	1,651.04
1	SD40133	4" HYDRAULIC PUMP HEAD - CAST IRON Make: HYDRA-TECH Model: S4VHL Serial: 4T840 Substituted for: 6" HYDRAULIC PUMP HEAD - CAST IRON		140.00	280.00	840.00	840.00
2	545/1023	1 X 50 HYD HOSE		32.23	63.71	191.13	382.26
2	545/1034	1-1/4 X 50 HYDRAULIC HOSE		36.15	72.29	216.90	433.80
4	537/6620	HOSE 6X50 LAYFLAT DISCHARGE - CAMLOCK		42.00	84.00	252.00	1,008.00
1	537/2920	HOSE 6X20 RUBBER SUCTION - CAMLOCK		40.00	80.00	240.00	240.00

SALES/MISCELLANEOUS ITEMS:

Qty	Item	Price	Unit of Measure	Extended Amt.
1	ENVIRONMENTAL SERVICE CHARGE	[ENV/MCI] 49.820	EACH	49.82
Rental Subtotal:				4,555.10
Sales/Misc Subtotal:				49.82
Agreement Subtotal:				4,604.92
Tax:				339.60
Total:				4,944.52

COMMENTS/NOTES:

CONTACT: BRIAN GALLAGHER
CELL#: 651-775-2434
LUKE- 507-676-3062
GIVE LUKE A 30 MIN HEADS, SO HE CAN GET
BACK TO SITE TO UNLOAD.

Billing period: 28 Days From 3/16/21 08:00 AM Thru 4/13/21 08:00 AM

* SHIFT RATES DO NOT APPLY UNLESS OTHERWISE NOTED *

PM/SERVICE IS NEEDED EVERY 250 HOURS
IF CUSTOMER IS PERFORMING SELF SERVICES
UNITED RENTALS MUST BE NOTIFIED

CUSTOMER WILL BE BILLED FOR EVERY 250 HOURS OF RUN TIME,
LASTING DURATION OF THE WHOLE RENTAL PERIOD

ENTERED APR 22 2021

VENDOR	AMOUNT	MATERIAL	AUTHORIZATION
210020	\$4944.52	SUBCONTRACT	CN
CL			
PD	ACCT	JOB#	COST CODE
04		20514	027050
		TAX	EQUIP
		ENTRY	

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Received

RENTAL RETURN
INVOICE

MAY 17 2021

190781886-007

FLUID SOLUTIONS
BRANCH 44A
9450 IDEAL AVE S
COTTAGE GROVE MN 55016-3845
952-562-1555
651-731-6442 FAX

Job Site

NEW ULM, MN HYDRAULIC PUMP
53619 422ND ST
NEW ULM MN 56073-4330

Office: 651-426-1380 Cell: 651-775-2434

5.1.1878 1 MB 0.447 83838S21.p01 671239 1-2 0



LAMETTI & SONS

PO BOX 477

HUGO MN 55038-0477

Customer # : 9500970
Invoice Date : 05/06/21
Rental Out : 02/16/21 08:00 AM
Rental In : 05/04/21 12:00 PM
UR Job Loc : 53619 422ND ST, NEW
UR Job # : 189
Customer Job ID :
P.O. # : 51226
Ordered By : BRIAN GALLAGHER
Reserved By : ROBERT COBB
Salesperson : JOSH RITTER

Invoice Amount: \$4,944.46

Terms: Due Upon Receipt
Payment options: Contact our credit office 212-333-6600 Ext. 84871
REMIT TO: UNITED RENTALS (NORTH AMERICA), INC.
PO BOX 840514
DALLAS TX 75284-0514

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	4 Week	Amount
1	10603669	65HP HYDRAULIC POWER UNIT Make: HYDRA-TECH Model: HT75-4045 Serial: V4540 Meter out: 200.50 Meter in: 401.40 S: reduced down to 4" male cam D: reduced down to 4" male cam Meter from prior exchange is 19.200		275.43	550.87	1,651.04	1,651.04
1	SD40133	4" HYDRAULIC PUMP HEAD - CAST IRON Make: HYDRA-TECH Model: S4VHL Serial: 4T840 Substituted for: 6" HYDRAULIC PUMP HEAD - CAST IRON		140.00	280.00	840.00	840.00
2	545/1023	1 X 50 HYD HOSE		32.23	63.71	191.13	382.26
2	545/1034	1-1/4 X 50 HYDRAULIC HOSE		36.15	72.29	216.90	433.74
4	537/6620	HOSE 6X50 LAYFLAT DISCHARGE - CAMLOCK		42.00	84.00	252.00	1,008.00
1	537/2920	HOSE 6X20 RUBBER SUCTION - CAMLOCK		40.00	80.00	240.00	240.00

200 HRS

Rental Subtotal: 4,555.04

SALES/MISCELLANEOUS ITEMS:

Qty	Item	Price	Unit of Measure	Extended Amt.
1	ENVIRONMENTAL SERVICE CHARGE	[ENV/MCI]	EACH	49.82

Sales/Misc Subtotal: 49.82

Agreement Subtotal: 4,604.86

Tax: 339.60

Total: 4,944.46

COMMENTS/NOTES:

CONTACT: BRIAN GALLAGHER
CELL#: 651-775-2434
LUKE- 507-676-3062
GIVE LUKE A 30 MIN HEADS, SO HE CAN GET
BACK TO SITE TO UNLOAD.

Final Bill: 21 Days From 4/13/21 08:00 AM Thru 5/04/21 12:00 PM

COPY

SHIFT RATES DO NOT APPLY UNLESS OTHERWISE NOTED

PM/SERVICE IS NEEDED EVERY 250 HOURS
IF CUSTOMER IS PERFORMING SELF SERVICES
UNITED RENTALS MUST BE NOTIFIED

CUSTOMER WILL BE BILLED FOR EVERY 250 HOURS OF RUN TIME,
LASTING DURATION OF THE WHOLE RENTAL PERIOD

Copy to Dave 5/19/2023

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PH: (763) 428-2616
FAX: (763) 428-2671

INVOICE

14405 NORTHDAL BLVD
ROGERS MN 55374-

Invoice No: 39257

Date: 4/22/2021

Due Date: 5/22/2021

Received

Job No: 21ER27

Description: NEW ULM, MN

Job: NEW ULM

State: MN

PO #: DAVE L

Bill To:

APR 26 2021

LAMETTI SONS
PO BOX 477
HUGO

LAMETTI & SONS, INC.

MN 55038

Quantity	ITEM	Description	Unit Price	Extended Price
		RENTAL 3-21 TO 4-20		
2.00		8" DIESEL TRASH PUMP	3,150.00	6,300.00
6.00		8" FITTINGS	49.50	297.00
70.00		8" SUCTION HOSE	7.56	529.20
625.00		8" DISCHARGE HOSE	3.15	1,968.75
6.50		1 MAN TO DELIVER AND SET UP ON SUNDAY	125.00	812.50

VENDOR#	AMOUNT	MATERIAL	AUTHORIZATION
140019	\$10,687.66	SUBCONTRACT	
BD	ACCT	JOB#	COST CODE
04		20514	
		TAX	EQUIP

Thank You For Your Business!

Invoice Amount 9,907.45

TAX 780.21

Amount Due: 10,687.66

Terms: NET 30



SHIPPING TICKET

Date: 3/22/2021

Job Type:

NDI Job: 21ER027

Delivered By: Their Truck

Ship Ticket: 13719

P.O. Number:

Contact:

Phone:

Sold To:

LAMETTI & SONS

Ship To:

NEW ULM

Qty	Linear Qty	Equip ID	Description
2	20	08-1013	8" BAUER - SUCT. HOSE (LIN. FT

Comments

Print Name

Signature

Thank You for your business!

Please see back for terms and conditions.

20514 Dewatering Cost
2/13/2021 to 5/2/21

Total Cost \$ 63,803.28

1,447 HRS w/ PUMPS

Burden
PR Taxes

Job	Job Name	Category	Category Name	Date	Employee	Cost Type	Hours	Taxable Wage Cost	Hourly Fringe Cost	Total Fringe Cost	WC/GL Ins FICA, UC 34.863%	Total Cost
20514	NICOLLET COUNTY DITCH NO. 86A	027050	DEWATERING				0.00	0.00				
20514	NICOLLET COUNTY DITCH NO. 86A	027050	DEWATERING	02/13/21	JOSEPH A HEIDEBRINK	P	6.00	329.40	19.39	116.34	114.83872	560.58
20514	NICOLLET COUNTY DITCH NO. 86A	027050	DEWATERING	02/15/21	PAUL J OLSON	ST	10.00	438.00	19.39	193.9	152.69994	784.60
20514	NICOLLET COUNTY DITCH NO. 86A	027050	DEWATERING	02/15/21	LUKE R SAFRANSKI	ST	10.00	438.00	19.39	193.9	152.69994	784.60
20514	NICOLLET COUNTY DITCH NO. 86A	027050	DEWATERING	02/15/21	LUKE R SAFRANSKI	P	1.00	65.70	19.39	19.39	22.90499	107.99
20514	NICOLLET COUNTY DITCH NO. 86A	027050	DEWATERING	02/15/21	DAVID K BLAKSTAD	ST	10.00	396.00	19.39	193.9	138.05748	727.96
20514	NICOLLET COUNTY DITCH NO. 86A	027050	DEWATERING	02/15/21	JOSEPH A HEIDEBRINK	ST	10.00	366.00	19.39	193.9	127.59858	687.50
20514	NICOLLET COUNTY DITCH NO. 86A	027050	DEWATERING	02/15/21	JESSICA J KOECHER	ST	10.00	366.00	19.39	193.9	127.59858	687.50
20514	NICOLLET COUNTY DITCH NO. 86A	027050	DEWATERING	02/15/21	STEVEN M BAKKEN	ST	10.00	366.00	19.39	193.9	127.59858	687.50
20514	NICOLLET COUNTY DITCH NO. 86A	027050	DEWATERING	02/16/21	PAUL J OLSON	ST	10.00	438.00	19.39	193.9	152.69994	784.60
20514	NICOLLET COUNTY DITCH NO. 86A	027050	DEWATERING	02/16/21	PAUL J OLSON	P	0.50	32.85	19.39	9.695	11.45250	54.00
20514	NICOLLET COUNTY DITCH NO. 86A	027050	DEWATERING	02/16/21	LUKE R SAFRANSKI	ST	8.00	350.40	19.39	155.12	122.15995	627.68
20514	NICOLLET COUNTY DITCH NO. 86A	027050	DEWATERING	02/16/21	DAVID K BLAKSTAD	ST	10.00	396.00	19.39	193.9	138.05748	727.96
20514	NICOLLET COUNTY DITCH NO. 86A	027050	DEWATERING	02/16/21	JOSEPH A HEIDEBRINK	ST	10.00	366.00	19.39	193.9	127.59858	687.50
20514	NICOLLET COUNTY DITCH NO. 86A	027050	DEWATERING	02/16/21	JESSICA J KOECHER	ST	10.00	368.00	19.39	193.9	128.29584	690.20
20514	NICOLLET COUNTY DITCH NO. 86A	027050	DEWATERING	02/16/21	STEVEN M BAKKEN	ST	10.00	368.00	19.39	193.9	128.29584	690.20
20514	NICOLLET COUNTY DITCH NO. 86A	027050	DEWATERING	02/16/21	JAMES W HILLER	ST	10.00	396.90	21.58	215.8	138.37125	751.07
20514	NICOLLET COUNTY DITCH NO. 86A	027050	DEWATERING	02/17/21	PAUL J OLSON	ST	10.00	438.00	19.39	193.9	152.69994	784.60
20514	NICOLLET COUNTY DITCH NO. 86A	027050	DEWATERING	02/17/21	PAUL J OLSON	P	0.50	32.85	19.39	9.695	11.45250	54.00
20514	NICOLLET COUNTY DITCH NO. 86A	027050	DEWATERING	02/17/21	LUKE R SAFRANSKI	ST	8.00	350.40	19.39	155.12	122.15995	627.68
20514	NICOLLET COUNTY DITCH NO. 86A	027050	DEWATERING	02/17/21	DAVID K BLAKSTAD	ST	10.00	396.00	19.39	193.9	138.05748	727.96
20514	NICOLLET COUNTY DITCH NO. 86A	027050	DEWATERING	02/17/21	JOSEPH A HEIDEBRINK	ST	10.00	366.00	19.39	193.9	127.59858	687.50
20514	NICOLLET COUNTY DITCH NO. 86A	027050	DEWATERING	02/17/21	STEVEN M BAKKEN	ST	10.00	368.00	19.39	193.9	128.29584	690.20
20514	NICOLLET COUNTY DITCH NO. 86A	027050	DEWATERING	02/17/21	JAMES W HILLER	ST	10.00	396.90	21.58	215.8	138.37125	751.07
20514	NICOLLET COUNTY DITCH NO. 86A	027050	DEWATERING	02/18/21	PAUL J OLSON	ST	10.00	438.00	19.39	193.9	152.69994	784.60
20514	NICOLLET COUNTY DITCH NO. 86A	027050	DEWATERING	02/18/21	PAUL J OLSON	P	1.00	65.70	19.39	19.39	22.90499	107.99
20514	NICOLLET COUNTY DITCH NO. 86A	027050	DEWATERING	02/18/21	LUKE R SAFRANSKI	ST	8.00	350.40	19.39	155.12	122.15995	627.68
20514	NICOLLET COUNTY DITCH NO. 86A	027050	DEWATERING	02/18/21	DAVID K BLAKSTAD	ST	10.00	396.00	19.39	193.9	138.05748	727.96
20514	NICOLLET COUNTY DITCH NO. 86A	027050	DEWATERING	02/18/21	JOSEPH A HEIDEBRINK	ST	10.00	366.00	19.39	193.9	127.59858	687.50
20514	NICOLLET COUNTY DITCH NO. 86A	027050	DEWATERING	02/18/21	JESSICA J KOECHER	ST	10.00	368.00	19.39	193.9	128.29584	690.20
20514	NICOLLET COUNTY DITCH NO. 86A	027050	DEWATERING	02/18/21	STEVEN M BAKKEN	ST	10.00	368.00	19.39	193.9	128.29584	690.20
20514	NICOLLET COUNTY DITCH NO. 86A	027050	DEWATERING	02/18/21	STEVEN M BAKKEN	P	1.00	55.20	19.39	19.39	19.24438	93.83
20514	NICOLLET COUNTY DITCH NO. 86A	027050	DEWATERING	02/18/21	JAMES W HILLER	ST	10.00	396.90	21.58	215.8	138.37125	751.07
20514	NICOLLET COUNTY DITCH NO. 86A	027050	DEWATERING	02/19/21	PAUL J OLSON	P	3.00	197.10	19.39	58.17	68.71497	323.98
20514	NICOLLET COUNTY DITCH NO. 86A	027050	DEWATERING	02/19/21	LUKE R SAFRANSKI	P	2.00	131.40	19.39	38.78	45.80998	215.99
20514	NICOLLET COUNTY DITCH NO. 86A	027050	DEWATERING	02/19/21	JESSICA J KOECHER	ST	8.00	294.40	19.39	155.12	102.63667	552.16
20514	NICOLLET COUNTY DITCH NO. 86A	027050	DEWATERING	02/20/21	JESSICA J KOECHER	P	8.00	441.60	19.39	155.12	153.95501	750.68
20514	NICOLLET COUNTY DITCH NO. 86A	027050	DEWATERING	02/21/21	JESSICA J KOECHER	P	8.00	588.80	19.39	155.12	205.27334	949.19
20514	NICOLLET COUNTY DITCH NO. 86A	027050	DEWATERING	02/22/21	LUKE R SAFRANSKI	ST	10.00	438.00	19.39	193.9	152.69994	784.60

20514 Dewatering Cost
2/13/2021 to 5/2/21

Total Cost  \$ 63,803.28

Burden
PR Taxes

Job	Job Name	Category	Category Name	Date	Employee	Cost Type	Hours	Taxable Wage Cost	Hourly Fringe Cost	Total Fringe Cost	WC\GL Ins FICA, UC 34.863%	Total Cost
20514	NICOLLET COUNTY DITCH NO. 86A	027050	DEWATERING	02/22/21	LUKE R SAFRANSKI	P	3.00	197.10	19.39	58.17	68.71497	323.98
20514	NICOLLET COUNTY DITCH NO. 86A	027050	DEWATERING	02/23/21	LUKE R SAFRANSKI	ST	10.00	438.00	19.39	193.9	152.69994	784.60
20514	NICOLLET COUNTY DITCH NO. 86A	027050	DEWATERING	02/23/21	LUKE R SAFRANSKI	P	1.00	65.70	19.39	19.39	22.90499	107.99
20514	NICOLLET COUNTY DITCH NO. 86A	027050	DEWATERING	02/24/21	LUKE R SAFRANSKI	ST	10.00	438.00	19.39	193.9	152.69994	784.60
20514	NICOLLET COUNTY DITCH NO. 86A	027050	DEWATERING	02/24/21	LUKE R SAFRANSKI	P	1.00	65.70	19.39	19.39	22.90499	107.99
20514	NICOLLET COUNTY DITCH NO. 86A	027050	DEWATERING	02/25/21	LUKE R SAFRANSKI	ST	10.00	438.00	19.39	193.9	152.69994	784.60
20514	NICOLLET COUNTY DITCH NO. 86A	027050	DEWATERING	02/25/21	LUKE R SAFRANSKI	P	1.00	65.70	19.39	19.39	22.90499	107.99
20514	NICOLLET COUNTY DITCH NO. 86A	027050	DEWATERING	02/26/21	JOSEPH A HEIDBRINK	P	8.00	441.60	19.39	155.12	153.95501	750.68
20514	NICOLLET COUNTY DITCH NO. 86A	027050	DEWATERING	02/27/21	JOSEPH A HEIDBRINK	P	10.00	552.00	19.39	193.9	192.44376	938.34
20514	NICOLLET COUNTY DITCH NO. 86A	027050	DEWATERING	02/28/21	JOSEPH A HEIDBRINK	P	8.00	588.80	19.39	155.12	205.27334	949.19
20514	NICOLLET COUNTY DITCH NO. 86A	027050	DEWATERING	03/05/21	JOSEPH A HEIDBRINK	P	8.00	441.60	19.39	155.12	153.95501	750.68
20514	NICOLLET COUNTY DITCH NO. 86A	027050	DEWATERING	03/06/21	JOSEPH A HEIDBRINK	P	10.00	552.00	19.39	193.9	192.44376	938.34
20514	NICOLLET COUNTY DITCH NO. 86A	027050	DEWATERING	03/07/21	JOSEPH A HEIDBRINK	P	9.00	662.40	19.39	174.51	230.93251	1067.84
20514	NICOLLET COUNTY DITCH NO. 86A	027050	DEWATERING	03/12/21	PAUL J OLSON	P	9.00	591.30	19.39	174.51	206.14492	971.95
20514	NICOLLET COUNTY DITCH NO. 86A	027050	DEWATERING	03/13/21	PAUL J OLSON	P	9.00	591.30	19.39	174.51	206.14492	971.95
20514	NICOLLET COUNTY DITCH NO. 86A	027050	DEWATERING	03/14/21	PAUL J OLSON	P	9.00	788.40	19.39	174.51	274.85989	1237.77
20514	NICOLLET COUNTY DITCH NO. 86A	027050	DEWATERING	03/19/21	JESSICA J KOECHER	ST	6.00	220.80	19.39	116.34	76.97750	414.12
20514	NICOLLET COUNTY DITCH NO. 86A	027050	DEWATERING	03/19/21	JESSICA J KOECHER	P	2.00	110.40	19.39	38.78	38.48875	187.67
20514	NICOLLET COUNTY DITCH NO. 86A	027050	DEWATERING	03/20/21	PAUL J OLSON	P	7.00	459.90	19.39	135.73	160.33494	755.96
20514	NICOLLET COUNTY DITCH NO. 86A	027050	DEWATERING	03/20/21	LUKE R SAFRANSKI	P	7.00	459.90	19.39	135.73	160.33494	755.96
20514	NICOLLET COUNTY DITCH NO. 86A	027050	DEWATERING	03/20/21	DAVID K BLAKSTAD	P	7.00	415.80	19.39	135.73	144.96035	696.49
20514	NICOLLET COUNTY DITCH NO. 86A	027050	DEWATERING	03/20/21	JESSICA J KOECHER	P	8.00	441.60	19.39	155.12	153.95501	750.68
20514	NICOLLET COUNTY DITCH NO. 86A	027050	DEWATERING	03/20/21	TERRY J HESELTON	P	7.00	433.02	21.58	151.06	150.96376	735.04
20514	NICOLLET COUNTY DITCH NO. 86A	027050	DEWATERING	03/21/21	PAUL J OLSON	P	11.00	963.60	19.39	213.29	335.93987	1512.83
20514	NICOLLET COUNTY DITCH NO. 86A	027050	DEWATERING	03/21/21	LUKE R SAFRANSKI	P	8.00	700.80	19.39	155.12	244.31990	1100.24
20514	NICOLLET COUNTY DITCH NO. 86A	027050	DEWATERING	03/21/21	DAVID K BLAKSTAD	P	11.00	871.20	19.39	213.29	303.72646	1388.22
20514	NICOLLET COUNTY DITCH NO. 86A	027050	DEWATERING	03/21/21	JESSICA J KOECHER	P	8.00	588.80	19.39	155.12	205.27334	949.19
20514	NICOLLET COUNTY DITCH NO. 86A	027050	DEWATERING	03/21/21	TERRY J HESELTON	P	11.00	907.28	21.58	237.38	316.30503	1460.97
20514	NICOLLET COUNTY DITCH NO. 86A	027050	DEWATERING	03/22/21	PAUL J OLSON	ST	10.00	438.00	19.39	193.9	152.69994	784.60
20514	NICOLLET COUNTY DITCH NO. 86A	027050	DEWATERING	03/22/21	PAUL J OLSON	P	3.50	229.95	19.39	67.865	80.16747	377.98
20514	NICOLLET COUNTY DITCH NO. 86A	027050	DEWATERING	03/22/21	LUKE R SAFRANSKI	ST	10.00	438.00	19.39	193.9	152.69994	784.60
20514	NICOLLET COUNTY DITCH NO. 86A	027050	DEWATERING	03/22/21	LUKE R SAFRANSKI	P	4.00	262.80	19.39	77.56	91.61996	431.98
20514	NICOLLET COUNTY DITCH NO. 86A	027050	DEWATERING	03/22/21	DAVID K BLAKSTAD	ST	10.00	396.00	19.39	193.9	138.05748	727.96
20514	NICOLLET COUNTY DITCH NO. 86A	027050	DEWATERING	03/22/21	DAVID K BLAKSTAD	P	3.00	178.20	19.39	58.17	62.12587	298.50
20514	NICOLLET COUNTY DITCH NO. 86A	027050	DEWATERING	03/22/21	JOSEPH A HEIDBRINK	ST	10.00	368.00	19.39	193.9	128.29584	690.20
20514	NICOLLET COUNTY DITCH NO. 86A	027050	DEWATERING	03/22/21	JESSICA J KOECHER	ST	10.00	368.00	19.39	193.9	128.29584	690.20
20514	NICOLLET COUNTY DITCH NO. 86A	027050	DEWATERING	03/22/21	JESSICA J KOECHER	P	2.00	110.40	19.39	38.78	38.48875	187.67
20514	NICOLLET COUNTY DITCH NO. 86A	027050	DEWATERING	03/22/21	STEVEN M BAKKEN	ST	10.00	368.00	19.39	193.9	128.29584	690.20
20514	NICOLLET COUNTY DITCH NO. 86A	027050	DEWATERING	03/22/21	TERRY J HESELTON	ST	10.00	412.40	21.58	215.8	143.77501	771.98

20514 Dewatering Cost
2/13/2021 to 5/2/21

Total Cost \$ 63,803.28

Burden
PR Taxes

Job	Job Name	Category	Category Name	Date	Employee	Cost Type	Hours	Taxable Wage Cost	Hourly Fringe Cost	Total Fringe Cost	WC\GL Ins FICA, UC 34.863%	Total Cost
20514	NICOLLET COUNTY DITCH NO. 86A	027050	DEWATERING	03/22/21	TERRY J HESELTON	P	2.00	123.72	21.58	43.16	43.13250	210.01
20514	NICOLLET COUNTY DITCH NO. 86A	027050	DEWATERING	03/23/21	LUKE R SAFRANSKI	ST	10.00	438.00	19.39	193.9	152.69994	784.60
20514	NICOLLET COUNTY DITCH NO. 86A	027050	DEWATERING	03/23/21	LUKE R SAFRANSKI	P	6.00	394.20	19.39	116.34	137.42995	647.97
20514	NICOLLET COUNTY DITCH NO. 86A	027050	DEWATERING	03/24/21	LUKE R SAFRANSKI	ST	10.00	438.00	19.39	193.9	152.69994	784.60
20514	NICOLLET COUNTY DITCH NO. 86A	027050	DEWATERING	03/24/21	LUKE R SAFRANSKI	P	4.00	262.80	19.39	77.56	91.61996	431.98
20514	NICOLLET COUNTY DITCH NO. 86A	027050	DEWATERING	03/25/21	LUKE R SAFRANSKI	ST	10.00	438.00	19.39	193.9	152.69994	784.60
20514	NICOLLET COUNTY DITCH NO. 86A	027050	DEWATERING	03/25/21	LUKE R SAFRANSKI	P	4.50	295.65	19.39	87.255	103.07246	485.98
20514	NICOLLET COUNTY DITCH NO. 86A	027050	DEWATERING	03/26/21	LUKE R SAFRANSKI	P	16.00	1051.20	19.39	310.24	366.47986	1727.92
20514	NICOLLET COUNTY DITCH NO. 86A	027050	DEWATERING	03/27/21	LUKE R SAFRANSKI	P	5.00	328.50	19.39	96.95	114.52496	539.97
20514	NICOLLET COUNTY DITCH NO. 86A	027050	DEWATERING	03/27/21	JOSEPH A HEIDEBRINK	P	6.00	329.40	19.39	116.34	114.83872	560.58
20514	NICOLLET COUNTY DITCH NO. 86A	027050	DEWATERING	03/28/21	DAVID K BLAKSTAD	P	2.00	158.40	19.39	38.78	55.22299	252.40
20514	NICOLLET COUNTY DITCH NO. 86A	027050	DEWATERING	03/28/21	JOSEPH A HEIDEBRINK	P	6.00	439.20	19.39	116.34	153.11830	708.66
20514	NICOLLET COUNTY DITCH NO. 86A	027050	DEWATERING	03/31/21		ST	0.00	0.00	19.39	0	0.00000	0.00
20514	NICOLLET COUNTY DITCH NO. 86A	027050	DEWATERING	04/02/21	PAUL J OLSON	P	3.00	197.10	19.39	58.17	68.71497	323.98
20514	NICOLLET COUNTY DITCH NO. 86A	027050	DEWATERING	04/02/21	JOSEPH A HEIDEBRINK	P	6.00	331.20	19.39	116.34	115.46626	563.01
20514	NICOLLET COUNTY DITCH NO. 86A	027050	DEWATERING	04/03/21	JOSEPH A HEIDEBRINK	P	6.00	331.20	19.39	116.34	115.46626	563.01
20514	NICOLLET COUNTY DITCH NO. 86A	027050	DEWATERING	04/04/21	DAVID K BLAKSTAD	P	2.00	158.40	19.39	38.78	55.22299	252.40
20514	NICOLLET COUNTY DITCH NO. 86A	027050	DEWATERING	04/04/21	JOSEPH A HEIDEBRINK	P	4.00	294.40	19.39	77.56	102.63667	474.60
20514	NICOLLET COUNTY DITCH NO. 86A	027050	DEWATERING	04/09/21	MATTHEW S DUNCANSON	P	6.00	331.20	19.39	116.34	115.46626	563.01
20514	NICOLLET COUNTY DITCH NO. 86A	027050	DEWATERING	04/10/21	STEVEN M BAKKEN	P	6.00	331.20	19.39	116.34	115.46626	563.01
20514	NICOLLET COUNTY DITCH NO. 86A	027050	DEWATERING	04/11/21	DAVID K BLAKSTAD	P	4.00	316.80	19.39	77.56	110.44598	504.81
20514	NICOLLET COUNTY DITCH NO. 86A	027050	DEWATERING	05/02/21	DAVID K BLAKSTAD	P	2.00	158.40	19.39	38.78	55.22299	252.40
							715.00	36932.32		13995.25	12875.71	\$ 63,803.28



May 19, 2021

Serial Letter No. 03

Jacob Rischmiller, PE
ISG, Inc.
6465 Wayzata Blvd, Suite 970
Minneapolis, MN 55426

RE: Nicollet County Ditch no. 86A Pump Station
Pumping of storm water - Additional Cost

Jacob,

As previously stated in email sent March 24th, 2021 additional cost has been incurred on the Nicollet County Ditch No. 86A Pump Station due to electrical and control changes not specified however required due to KSB pump being utilized. While it is understood the position of ISG is the specification was written as performance based, the option was given in addendum no. 1 to utilize KSB Pumps, the KSB pumps were a substantially cheaper option and were selected. At the time of bid the contractor could not be expected to be aware of the power requirements of these pumps, it would be anticipated the engineer allowed these pumps after doing their due diligence. Therefore, the following additional cost should be the responsibility of the owner:

Change No. 1 Electrical Gear Upsize:

- 1) Changed VFD and Load Reactor for P1 from 60HP to 75HP, max continuous output of 106 Amps.
- 2) Changed SSRV'S for P2&P3 from 300HP to 350HP, max continuous output of 480 Amps.
- 3) Changed breaker in MDP for P1 from 125A to 175A.
- 4) Changed breakers in MDP for P2&P3 from 600A Frame to 800A Frame with 600A trip (load required a larger frame size for heat.)
- 5). Wire size changes for the 125 to 175amp breaker change for the Jockey Pump VFD feeder.
- 6). VFD cable size change from #1 to 1/0 for the Jockey pump 101amp draw plus 125% (126.25 amps)

Change No. 2:

- 1) Changed VFD for P1 from 75HP to 100HP, max continuous output of 145 Amps.
- 2) Changed SSRV'S for P2&P3 from 350HP to 400HP, max continuous output of 590 Amps.
- 3) Change main circuit breaker in L1 from 1200A to 1600A. Note: Panelboard is changing to a switchboard that is 91H 72W 24D.
- 4) Changed breakers in MDP for P2&P3 from 600A Frame to 800A Frame with 700A trip (load required a larger frame size for heat)
- 5) Changed service conduit and wire size to accommodate the requested 1600amp service. (No change in service transformer size per BCREA)
- 6) Changed feeder wire from #3 to #2 for jockey pump and jockey pump disconnect from 100amp to 200amp non-fused.
- 7) Changed Pumps P2 & P3 feeder from 4/0 to 250MCM with a 2-1/2" conduit and a 400amp NF disconnect to a 600amp NF disconnect.



Summary of Cost:

Change No. 1	\$13,243.15
Change No. 2	\$28,617.00
<u>Lametti Mark Up</u>	<u>\$ 4,186.00</u>
Total Cost	\$46,046.15

Backup documentation enclosed.

If you have any questions, please feel free to contact us.

Sincerely,
Lametti & Sons

A handwritten signature in blue ink, appearing to read "Dave Lovas", with a long horizontal flourish extending to the right.

Dave Lovas
Project Manager

From: [Kurt Paddock](#)
To: [David Lovas](#)
Subject: Nicollet Ditch 86A Upsize Electrical Gear for Larger Pump Size Brighton Township, MN
Date: Tuesday, March 23, 2021 11:38:55 AM

RE: Upsize Electrical Gear for Larger Pump Size Brighton Township, MN

Dave,

We propose to supply the following equipment and services for the above referenced project.

The following equipment change will need to be done by Sweeney Controls Co.

- 1) Changed VFD and Load Reactor for P1 from 60HP to 75HP, max continuous output of 106 Amps.
- 2) Changed SSRV'S for P2&P3 from 300HP to 350HP, max continuous output of 480 Amps.
- 3) Changed breaker in MDP for P1 from 125A to 175A.
- 4) Changed breakers in MDP for P2&P3 from 600A Frame to 800A Frame with 600A trip (load required a larger frame size for heat.)
- 5). Wire size changes for the 125 to 175amp breaker change for the Jockey Pump VFD feeder.
- 6). VFD cable size change from #1 to 1/0 for the Jockey pump 101amp draw plus 125% (126.25 amps) .

Total lump sum addition to the original contract price.....\$ 13,243.15

Lump sum cost includes equipment installation, wire size changes as listed, Labor, taxes and 5% markup
On Sweeney Controls Equipment.

****Notice – Production Stoppage.** We are not able to progress with this project until a decision is communicated on this change order. This production stoppage will likely impact the project completion date.

Thank you,

Kurt Paddock
Project Manager / Estimator

Killmer Electric Company

5141 Lakeland Ave No. Crystal, Mn. 55429

Office- (763) 425-2525 Ext 233

Cell- (612) 363-5124

Fax- (763) 424-1258

kpaddock@killmerelectric.com

From: [Kurt Paddock](#)
To: [David Lovas](#)
Subject: Nicollet Ditch 86A Change Request #2
Date: Monday, May 17, 2021 3:44:48 PM
Attachments: [quote 4360 additional upsize to electrical gear brighton township. mn.pdf](#)

Dave,

Per the attached returned submittal Killmer is forwarding the additional costs for the changes per engineers request in the returned submittal.

- 1) Changed VFD for P1 from 75HP to 100HP, max continuous output of 145 Amps.
- 2) Changed SSRV'S for P2&P3 from 350HP to 400HP, max continuous output of 590 Amps.
- 3) Change main circuit breaker in L1 from 1200A to 1600A. Note: Panelboard is changing to a switchboard that is 91H 72W 24D.
- 4) Changed breakers in MDP for P2&P3 from 600A Frame to 800A Frame with 700A trip (load required a larger frame size for heat)
- 5) Changed service conduit and wire size to accommodate the requested 1600amp service. (No change in service transformer size per BCREA)
- 6) Changed feeder wire from #3 to #2 for jockey pump and jockey pump disconnect from 100amp to 200amp non-fused.
- 7) Changed Pumps P2 & P3 feeder from 4/0 to 250MCM with a 2-1/2" conduit and a 400amp NF disconnect to a 600amp NF disconnect.

****Notice – Production Stoppage.** We are not able to progress with this project until a decision is communicated on this change order. This production stoppage will likely impact the project completion date.

Total cost change in Material, Labor for the items mentioned above including tax is: \$28,617.00.

Kurt Paddock
Project Manager / Estimator

Killmer Electric Company

5141 Lakeland Ave No. Crystal, Mn. 55429

Office- (763) 425-2525 Ext 233

Cell- (612) 363-5124

Fax- (763) 424-1258

killmerelectric.com

kpaddock@killmerelectric.com

May 11, 2021

Mr. Kurt Paddock
Killmer Electric Co., Inc.

Quote Number: QUO-04360-W3M2F6
SCC - Change Order Number: 2

RE: Additional Size Increases to Electrical Gear
Brighton Township, MN

****Notice – Production Stoppage.** We are not able to progress with this project until a decision is communicated on this change order. This production stoppage will likely impact the project completion date.

Kurt,

We propose to supply the following equipment and services for the above referenced project.

- 1) Changed VFD for P1 from 75HP to 100HP, max continuous output of 145 Amps.
- 2) Changed SSRV'S for P2&P3 from 350HP to 400HP, max continuous output of 590 Amps.
- 3) Change main circuit breaker in L1 from 1200A to 1600A
- 4) Changed breakers in MDP for P2&P3 from 600A Frame to 800A Frame with 700A trip (load required a larger frame size for heat.)

Note: Panelboard is changing to a switchboard that is 91H 72W 24D

Total lump sum addition to the contract price.....\$ 21,700.00

Prices **do not** include inspections, installation, conduit, field wiring, shipping or applicable taxes.

By accepting this quotation you agree to our terms and conditions. Pricing will be honored for 30 days from above quoted date.

If you have any questions or comments, please feel free to contact me at 1-800-743-6536.

Sincerely,

Mike Phillips

234 28th Street S Fargo ND 58103 | T. 701.232.3644 | F. 701.232.3635 | www.sweeneycontrols.com
Additional Size Increases to Electrical Gear –QUO-04360-W3M2F6

Mike Phillips | mphillips@sweeneycontrols.com

Contract Acceptance:

By signing below, or by returning your executed purchase order on these same terms, you have accepted the foregoing Scope Letter and the attached Terms and Conditions and this document becomes a legal and binding contract between the parties.

By: _____

Print name: _____

Its: (title) _____

Date: _____

SWEENEY CONTROLS COMPANY – TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS: Any order submitted by a customer of Sweeney Controls Company shall be expressly conditioned upon these terms and conditions. No changes or modifications to these terms and conditions shall be binding unless put into a writing signed by both parties. If the agreed change results in greater or lesser cost, Sweeney Controls Company's compensation for the order will be adjusted accordingly.

These terms and conditions, along with the attached proposal, constitute the entire integrated agreement between Sweeney Controls Company and the customer for the services, deliverables and the project. These terms supersede all previous and contemporaneous agreements, proposals and representations, written or oral, concerning such matters. Any additional, conflicting or inconsistent customer terms (whether set forth in a request for proposals, purchase order or acknowledgement or in any other document) are expressly rejected by Sweeney Controls Company and are not a part of the agreement for the project.

PAYMENT: Our terms of payment are as follows: 10% due upon approval of submittals for the project, 80% due upon delivery of the equipment, and 10% due after successful completion of start-up. All product delivery terms are FOB shipping point, all payments are due NET 45 days, and any balance remaining due 46 days beyond the invoice date will be subject to a 1.5% monthly service charge until paid. The credit terms described herein are subject to Sweeney Controls Company's continuing approval of customer's credit, and Sweeney Controls Company at any time may withdraw its extension of credit and require modified payment terms (including pre-payment for services and/or for production of equipment) if Sweeney Controls Company determines in good faith that its right to payment for the applicable order(s) is not secure and the customer fails to promptly provide adequate assurances of its ability to make timely payment of all amounts due for such order(s).

It is specifically agreed and understood that this proposal is submitted with the understanding that Sweeney Controls Company shall be paid for its work and products in accordance with the terms above, regardless of whether or not the customer has been paid pursuant to any contract it may have with the project owner, a prime contractor or other contractors on the project. Sweeney Controls Company shall not be held responsible for, and shall not accept any back charge for, liquidated damages resulting from failure of the customer to complete the project contract on time, or any extra engineering costs necessitated by the continuance of work beyond the specified completion date.

CHANGES, CANCELLATIONS AND RETURNS: All changes, cancellations, or returns must have Seller's prior written approval and are conditional on compliance with manufacturer's cancellation/return policies and subject to restocking fees and service charges. Authorized returned equipment must be packaged and shipped prepaid to manufacturer. Sweeney Controls Company must be notified in writing of accepted changes in scope; verbal change in scope will not be accepted. Sweeney Controls Company will advise the customer of any revisions in the price and/or deliver schedule.

LIMITED WARRANTY: Sweeney Controls Company warrants to the original purchaser that the product or services delivered herewith, to the extent the product has been manufactured by Sweeney Controls Company, will at the time of delivery comply with the material aspects the design specifications set out in the attached proposal and be free from material defects in material and workmanship and, for a period of one year from the date of purchase under normal use and conditions, will comply with the material aspects of the operational specifications set out in the attached proposal. Products not created by Sweeney Controls Company, but provided under this agreement as a part of the project, are warranted only by, and only to the extent of the express written warranties of, the manufacturer(s) of such products, if any. Services provided by Sweeney Controls Company under this agreement will be provided in accordance with the generally recognized standards in the industry. SWEENEY CONTROLS COMPANY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND ANY OTHER WARRANTIES (INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE/AGAINST INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE) ARE EXPRESSLY DISCLAIMED BY SWEENEY CONTROLS COMPANY TO THE FULLEST EXTENT PERMITTED BY LAW.

EXCLUSIVE REMEDY: In the event the customer believes Sweeney Controls Company owes a warranty obligation applicable to the product, or has otherwise failed to comply with any other contract obligation, it must notify

234 28th Street S Fargo ND 58103 | T. 701.232.3644 | F. 701.232.3635 | www.sweeneycontrols.com
Additional Size Increases to Electrical Gear –QUO-04360-W3M2F6

Sweeney Controls Company in writing within 20 days of its discovery of such obligation and in no event later than 90 days after delivery of the product or services. If Sweeney Controls Company owes a warranty obligation, it will promptly commence to remedy and cure such default upon receipt of such notice from the customer at Sweeney Controls Company's own cost and expense or, at Sweeney Controls Company's option, will refund to the customer the portion of the compensation paid for any defective products or services. Such performance or refund by Sweeney Controls Company is the customer's sole and exclusive remedy in the event of a warranty obligation of Sweeney Controls Company or any other failure of Sweeney Controls Company to comply with its contract obligations. In addition to the foregoing, the customer will inspect all deliverables immediately upon receipt and will report to Sweeney Controls Company any shortages and damages within 3 days of receipt or such claims shall be deemed waived by the customer.

In no event shall Sweeney Controls Company be liable for any incidental, special, punitive or consequential damages of any kind, including, without limitation, loss of use, productivity, reputation, financing, business opportunities or profits, even if Sweeney Controls Company had been advised of the possibility of such damages. MOREOVER, TO THE FULLEST EXTENT PERMITTED BY LAW, REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE OR STRICT LIABILITY), IN NO EVENT WILL SWEENEY CONTROLS COMPANY'S TOTAL AGGREGATE LIABILITY RELATED TO THE SERVICES, DELIVERABLES OR THIS AGREEMENT EXCEED THE AMOUNT OF COMPENSATION PAID BY THE CUSTOMER TO SWEENEY CONTROLS COMPANY UNDER THIS AGREEMENT.

LIMITATION, DISCLAIMER, AND EXCLUSION OF WARRANTY: In no event will Sweeney Controls Company be responsible for (a) any modifications to any product made by anyone other than Sweeney Controls Company; (b) damages caused by misuse, negligence, abuse, neglect, accident, or improper operation or improper or insufficient maintenance of any product or defects that arise after the warranty period described herein or for which the customer has failed to provide prompt notice in accordance with these terms and conditions; (c) normal wear and tear; (d) any data loss or corruption or personal information data breach; (e) any alleged defects in any product that arise from Sweeney Controls Company's compliance with designs or other criteria or requirements provided by or through the customer; (f) damage resulting from connection or removal of components/parts of the product; or (g) damages arising from claims of third parties related to or connected with the use or performance of any of deliverables or services provided under the applicable order(s).

INTELLECTUAL PROPERTY RIGHTS: Sweeney Controls Company retains all rights, title and interest in its services and products, including patents and copyrights; however, upon payment of the agreed compensation to Sweeney Controls Company, the customer will be deemed to have been granted a non-exclusive, non-transferable, royalty-free, perpetual license to use the services and products for the purposes contemplated in the attached proposal, except that third-party "shrink-wrapped" software or "off-the-shelf" hardware provided through Sweeney Controls Company will be subject to the customer's compliance, at its own costs, with all applicable manufacturer licensing requirements. Customer may not sell, sublicense, assign or transfer its license to the services and products provided by Sweeney Controls Company without the prior written consent of Sweeney Controls Company, nor may the customer reverse engineer or make derivative works from Sweeney Controls Company's services or products.

EXPORT RESTRICTIONS: Customer acknowledges that the services and products may be subject to export and use restrictions under applicable law, including Export Administration Regulations maintained by the United States Department of Commerce. Customer agrees to comply with all such requirements and to hold Sweeney Controls Company harmless from any violations of such requirements.

FORCE MAJEURE: In the event that performance of the services and/or delivery to the customer of the products is delayed by circumstances beyond the reasonable control of Sweeney Controls Company (including, without limitation, changes to the scope of work, delays by the customer in providing information to Sweeney Controls Company, fire, natural disasters, civil disturbances, acts of governmental authorities, labor disputes, unavailability of materials or equipment or shipping delays), Sweeney Controls Company will promptly notify the customer of such circumstances in writing and Sweeney Controls Company will be granted an equitable extension of the time to meet its obligations under the proposal.

SWEENEY CONTROLS COMPANY'S STATUS: Sweeney Controls Company is an independent contractor of the

customer and will have sole charge over, and be solely responsible for, (a) the payment of its employees and subcontractors and (b) the means, methods, techniques and sequences used in the performance of the services and the creation of its deliverables. Both Sweeney Controls Company and the customer assume that the industrial exemption applies to all services and the proposal, and the customer acknowledges that individuals not licensed as professional engineers may execute some or all of the services and create some or all of the products.

NON-SOLICITATION: To the fullest extent permitted by law, during the course of the performance of this agreement, and for one year thereafter, the customer agrees that it will not hire or retain, or offer to hire or retain, any of Sweeney Controls Company's employees that have been involved in performing the scope of work set forth in the proposal, nor will customer otherwise induce or seek to induce, directly or indirectly, any such Sweeney Controls Company employees to leave Sweeney Controls Company's employment.

DISPUTE RESOLUTION: In the event Sweeney Controls Company and the customer cannot resolve any claim or dispute between them arising out of or related to the proposal, this agreement or the scope of work or project through direct negotiations, such dispute shall be subject to arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Such arbitration proceedings will be held in North Dakota before a single arbitrator with experience in resolving disputes arising from information technology services. The prevailing party (as determined by the arbitrator) will be entitled to recover from the other party all costs incurred in resolving the dispute, including reasonable attorneys and expert fees and the costs of arbitration. The arbitrator's award shall be final and may be entered as a judgment in any court with jurisdiction.

SUSPENSION AND TERMINATION: If the customer fails to comply with its obligations under the proposal or these terms and conditions (including, without limitation, the full and timely payment to Sweeney Controls Company), Sweeney Controls Company may provide written notice of such default to the customer and may thereafter suspend further performance until such default is cured by the customer. When such default is cured by the customer, the amount to be paid for the scope of work will be equitably increased to account for Sweeney Controls Company's damages arising from such suspension (including, without limitation, demobilization and remobilization expenses and increased costs of performance) and the time for Sweeney Controls Company to complete the scope of work will be equitably extended to account for such suspension. If the customer fails to cure such default within 30 days of its receipt of such notice from Sweeney Controls Company, the customer cancellation the project, or the customer requests Sweeney Controls Company to stop work Sweeney Controls Company may terminate its agreement with the customer by providing written notice to the customer and in such an event, the customer will pay Sweeney Controls Company for all portions of the scope of work performed (in whole or in part) through the date of such termination, materials purchased (including any restocking charges incurred), Sweeney Controls Company's demobilization expenses and other reasonable termination costs, the amount of expected overhead and profit Sweeney Controls Company would have earned on the cancelled portions of the scope of work if not for the customer's default, and any collection costs incurred by Sweeney Controls Company in obtaining payment for its services and deliverables from customer.

ASSIGNMENT: Neither the customer nor Sweeney Controls Company may assign its respective rights and obligations under their agreement without the written consent of the other party. However, Sweeney Controls Company may subcontract or delegate its work obligations to other persons or entities, but will nonetheless be responsible to the customer for the performance of the work as required by the proposal. Both the customer and Sweeney Controls Company agree that there are no third-party beneficiaries to their agreement.

CHOICE OF LAW: The proposal and these terms and conditions will be governed by the laws of North Dakota and of the United States of America (including the Federal Arbitration Act, 9 U.S.C. § 1, *et seq.* with respect to the parties' agreement to arbitrate any dispute arising out of or related to this agreement), without regard to rules governing choice or conflict of laws. The customer and Sweeney Controls Company agree that the proposal is predominately for the performance of services, not for the sale of goods, and further agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to their agreement.

SAVINGS CLAUSE AND WAIVER: If any term of the proposal or these terms and conditions is found to be unenforceable, the remaining terms will remain in effect. The failure of either Sweeney Controls Company or the

customer to exercise any rights under their agreement will not be deemed a waiver of such right except as agreed in writing or as otherwise set forth in these terms and conditions.