

**FREEBORN COUNTY BOARD OF COMMISSIONERS**  
**MEETING NOTICE AND AGENDA**  
**August 6th, 2024**

Notice is hereby given that the Board of Commissioners of the County of Freeborn will meet in session on Tuesday, August 6th, 2024 at 8:30 a.m. in the Boardroom at the Freeborn County Government Center and live streamed at [www.co.freeborn.mn.us](http://www.co.freeborn.mn.us)

1. Pledge of Allegiance.
2. Approval of Meeting Agenda.
3. Consider resolution approving the Consent agenda (the following items will be acted upon without discussion unless an item is asked to be removed and placed on the regular agenda to allow for discussion)
  - Approval of Minutes from the July 16th, 2024 Board Meeting
  - Approval of Regular Full-Time Status Employees
  - Approval of Drainage Ditch Repairs
4. Reports of the Board Committees.
5. New Business.
  - Commissioner Eckstrom to present a plaque from the Statewide Emergency Communications Board to Lisa Rippentrop for Public Safety Telecommunicator of the Year
6. Public Hearing at 8:45 a.m. Petition of Shell Rock River Watershed District Petition to Divert Freeborn County Ditch No. 55
  - Consider a resolution accepting the Petition to Divert Freeborn County Ditch No. 55 Drainage System Waters and appointing Engineer for Freeborn County Ditch No. 55
7. Consideration of issues presented by persons of the general public and/or other general items.

*Persons wishing to address the Board concerning matters pertaining to this agenda as well as any other matters of County concern should ask to be recognized by the Chair at this time. All presenting items of consideration shall address the Board of Commissioners as a whole, and shall not direct comments to individual Commissioners, attempt to engage Commissioners in conversation, or solicit a Commissioner to respond to the speaker's comments. All speakers are limited to 5 minutes each.*
8. Reports of Various Departments.
  - A. Report of Auditor-Treasurer
    - Consider a resolution ratifying MnCCC Amendment for extension to maintenance and support agreement for property tax with Avenu Insights & Analytics, LLC
    - Consider a resolution approving the amendment to Professional Services Agreement between TriMin Systems, Inc. and MnCCC (IFS) January 1, 2025 – December 31, 2027
    - Consider a resolution for a six-month loan from the General Fund to a "Team 3" Sheriff Turnkey Bank Account

B. Report of Probation

- Consider a resolution to accept the donation of \$250 to Probation Services from The Hayward Fire Department
- Consider a resolution to accept the donation of \$100 in materials to Probation Services from Geneva Lumber Company
- Consider a resolution to accept the donation of \$300 to Probation Services from Lou Rich Company
- Consider a resolution to accept the donation of \$100 to Probation Services from Kwik Trip Stores

C. Report of Environmental Services

- Consider a resolution approving the Shell Rock & Winnebago River Watershed Implementation Funds budget
- Consider a resolution entering into an amended sub-agreement for the Shell Rock – Winnebago Comprehensive Watershed management plan

D. Report of Human Services

- Consider a resolution to approve the Collaborative Coordinator as an employee of Freeborn County
- Consider a resolution to approve the addendum to the MN Department of Public Safety grant agreement with the Freeborn County CVCC
- Consider a resolution for renewal of existing contract with Cedar Valley Services to provide Community and Facility Based Extended Employment Services to residents of Freeborn County
- Consider a resolution to offer a Purchase of Agreement to Grace Home Health/Transportation for NEMT services
- Consider a resolution to offer a Purchase of Agreement to FairRyde for NEMT services

E. Report of Highway

- Consider a resolution approving Agreement with City of Freeborn for dynamic speed signs

F. Report of County Administrator

- Consider a resolution to fill the vacant Office Support Specialist – DHS position

9. Other items as necessary but unknown at this time.

10. County Commissioner's item.

11. Approval of Claims.

12. Adjournment.

**BARRIER FREE:** All Freeborn County Board of Commissioners meetings are accessible to the handicapped. Attempts will be made to accommodate any other individual needs for special services. Please contact Administration (507) 377-5116 early so necessary arrangements can be made.

**ADJOURNED MEETING OF THE COUNTY BOARD**  
**July 16th, 2024**

The Board of Commissioners of Freeborn County met in the Freeborn County Boardroom at 8:30 a.m. on Tuesday, July 16th, 2024. Members present: Commissioners Forman, Edwin, Kaasa, Shoff and Eckstrom.

The meeting was opened with the Pledge of Allegiance.

Commissioner Forman offered the following motion;

**MOVED**, approving the agenda as presented with the addition under item C. Report of the County Administrator, to consider a resolution to accept the resignation of Trisha Kvenvold Assessment Technician, effective July 14<sup>th</sup>, 2024.

Motion seconded by Commissioner Eckstrom.

After discussion, a vote was taken and the Chair declared the motion approved.

Commissioner Kaasa offered the following resolution;

**RESOLUTION No. 24-196**  
**Approval of the Freeborn County Board of Commissioners Consent Agenda as provided**  
**in the Freeborn County Board Rule of Procedure 9(A)**

**WHEREAS**, the Freeborn County Board is the governing body of Freeborn County, and;

**WHEREAS**, the Freeborn County Board has implemented a Consent agenda to perform the duties of the board in a more effective and efficient manner, and

**WHEREAS**, the following items have been placed for approval of the Freeborn County Board of Commissioners on the current Board meeting Consent Agenda as provided by the Board rules of procedure, being routine and of a regular action;

**NOW, THEREFORE BE IT RESOLVED**, to place the following are hereby approved for appropriate action:

- 1) Approval of the July 2<sup>nd</sup>, 2024 minutes;
- 2) Approval of Drainage Repairs

Resolution seconded by Commissioner Shoff.

After discussion a vote was taken and the Chair declared the resolution adopted.

The Commissioners provided Board Committee updates.

There was a 4-H Impact Report presented to the Board by Lexie Ignaszewski & Amy Wadding.

Chairman Edwin asked if there was any public comment and there was one. Martha Jones Sichko presented to the Board regarding healthcare in Freeborn County.

Commissioner Forman offered the following resolution;

**RESOLUTION 24-197**

**RESOLUTION TO ACCEPT A GRANT AGREEMENT WITH FREEBORN COUNTY FAMILY SERVICES AND CHILDREN'S MENTAL HEALTH COLLABORATIVE FOR COMMUNITY HEALTH WORKER**

**WHEREAS**, Freeborn County Community Health Board accept a grant agreement with Freeborn County Family Services and Children's Mental Health Collaborative to support the Community Health Worker position;

**WHEREAS**, in following Minnesota Statute 145A.04 (ii) promoting healthy communities and healthy behavior through activities that improve health in a population, such as investing in healthy families;

**WHEREAS**, this grant agreement provides Public Health funding to serve and support the Community Health Worker to provide support and health education for the Karen community and other cultural communities.

**NOW, THEREFORE, BE IT RESOLVED** that the Freeborn County Board of Commissioners/Freeborn County Community Health Board does hereby approve the grant agreement with Freeborn County Family Services and Children’s Mental Health Collaborative.

Resolution seconded by Commissioner Shoff.  
After discussion a vote was taken and the Chair declared the resolution adopted.

Commissioner Kaasa offered the following resolution;

**RESOLUTION 24-198**

**RESOLUTION TO ACCEPT A GRANT AGREEMENT WITH FREEBORN COUNTY FAMILY SERVICES AND CHILDREN’S MENTAL HEALTH COLLABORATIVE FOR FAMILY HOME VISITING**

**WHEREAS**, Freeborn County Community Health Board accept a grant agreement with Freeborn County Family Services and Children’s Mental Health Collaborative to provide Family Home Visiting services and support to at-risk pregnant women and children until preschool or Kindergarten entrance;

**WHEREAS**, in following Minnesota Statute 145A.04 (ii) promoting healthy communities and healthy behavior through activities that improve health in a population, such as investing in healthy families;

**WHEREAS**, this grant agreement provides Public Health funding to serve and support at-risk pregnant woman and children until preschool or Kindergarten entrance. The nationally recognized evidence-based Healthy Families America model and Growing Great Kids curriculum to provide intensive health, social and parenting support, including connecting them with community services. The grant is in the amount of \$100,000;

**NOW, THEREFORE, BE IT RESOLVED** that the Freeborn County Board of Commissioners/Freeborn County Community Health Board does hereby approve the grant agreement with Freeborn County Family Services and Children’s Mental Health Collaborative.

Resolution seconded by Commissioner Eckstrom.  
After discussion, a vote was taken and the Chair declared the resolution approved.

Commissioner Kaasa offered the following resolution:

**RESOLUTION 24-199**

**RESOLUTION TO ACCEPT A GRANT CONTRACT AGREEMENT AMENDMENT WITH MINNESOTA DEPARTMENT OF HEALTH FOR PUBLIC HEALTH EMERGENCY PREPAREDNESS**

**WHEREAS**, Freeborn County Community Health Board will contract with Minnesota Department of Health for Public Health Emergency Preparedness in order to continue to work toward Public Health Emergency Preparedness;

**WHEREAS**, Minnesota Statute 145A.04 allows for preparing and responding to emergencies by engaging in activities that prepare public health departments to respond to events and incidents and assist communities in recovery, such as providing leadership for public health preparedness activities with a community; developing, exercising, and periodically reviewing response plans for public health threats; and developing and maintaining a system of public health workforce readiness, deployment, and response;

**WHEREAS**, the grant contract amendment is for the Public Health Emergency Preparedness from Minnesota Department of Health (MDH). The grant project agreement amendment is effective from July 1, 2024 to June 30, 2025. This is year 1 of a 5-year agreement of July 1, 2024 – June 30, 2029. The award amount is for \$37,473.00. This is a grant that we have received for many years to work on emergency preparedness activities in Public Health, and with partners in the community and region;

**NOW, THEREFORE, BE IT RESOLVED** that the Freeborn County Board of Commissioners/Freeborn County Community Health Board does hereby approve the contract grant agreement amendment with Minnesota Department of Health for Public Health Emergency Preparedness.

Resolution was seconded by Commissioner Shoff.  
After discussion, a vote was taken and the Chair declared the resolution approved.

Commissioner Forman offered the following resolution:

**RESOLUTION 24-200  
AUTHORIZING AGREEMENT WITH CITY OF GENEVA**

**WHEREAS**, Freeborn County supports the efforts of towns and townships to improve and maintain their roads and bridges; and

**WHEREAS**, the City of Geneva (City) would like to improve CSAH 35 and CSAH 45 in downtown Geneva; and

**WHEREAS**, the state of Minnesota awarded a grant through the Active Transportation Grant Program (Grant) to the City in the amount of \$875,000; and

**WHEREAS**, the Grant program requires a county sponsor when towns or townships apply in order to qualify for the funding; and

**WHEREAS**, an intergovernmental agreement has been drafted to define the roles and responsibilities of both the City and the County and has been subsequently approved and executed by the City.

**NOW THEREFORE, BE IT RESOLVED**, that the Freeborn County Board of Commissioners approves the intergovernmental agreement with the City of Geneva and the continued sponsorship of the project by serving as the fiscal agent between the City of Geneva and the State of Minnesota.

Resolution was seconded by Commissioner Eckstrom.  
After discussion, a vote was taken and the Chair declared the resolution approved.

Commissioner Shoff offered the following resolution:

**RESOLUTION 24-201  
ACCEPTING THE RESIGNATION OF TRISHA KVENVOLD**

**WHEREAS**, the Freeborn County Assessor's Office has the responsibility for providing a quality service with integrity and accountability to the citizens of Freeborn County;

**WHEREAS**, the Freeborn County Board is the appointing authority for all county employees;

**WHEREAS**; Trisha Kvenvold has been employed with Freeborn County since July 13<sup>th</sup>, 2015 and is resigning her position effective July 14<sup>th</sup>, 2024,

**NOW, THEREFORE BE IT RESOLVED**, to accept the resignation of Trish Kvenvold as a Freeborn County Assessment Technician effective on or about July 14<sup>th</sup>, 2024.

Resolution was seconded by Commissioner Forman.  
After discussion, a vote was taken and the Chair declared the resolution approved.

Commissioner Forman offered the following resolution:

**RESOLUTION 24-202  
PERMISSION TO FILL THE FREEBORN COUNTY ASSESSMENT TECHNICIAN POSITION**

**WHEREAS**, the Freeborn County employees have the responsibility for providing quality service with integrity and accountability to the citizens of Freeborn County;

**WHEREAS**, the Freeborn County Board is the appointing authority for all county employees, and;

**WHEREAS**, Trisha Kvenvold, Freeborn County Assessment Technician has resigned her position effective July 14<sup>th</sup>, 2024;

**NOW, THEREFORE BE IT RESOLVED**, that the board approves the filling of the vacant Freeborn County Assessment Technician position.

Resolution was seconded by Commissioner Shoff.  
After discussion, a vote was taken and the Chair declared the resolution approved.

Commissioner Kaasa offered the following resolution:

### **RESOLUTION 24-203**

#### **ACCEPTING THE RESIGNATION OF JILL WESTNEY**

**WHEREAS**, the Freeborn County DHS has the responsibility for providing a quality service with integrity and accountability to the citizens of Freeborn County;

**WHEREAS**, the Freeborn County Board is the appointing authority for all county employees;

**WHEREAS**; Jill Westney has been employed with Freeborn County since October 3<sup>rd</sup>, 1988 and is resigning her position effective October 25<sup>th</sup>, 2024,

**NOW, THEREFORE BE IT RESOLVED**, to accept the resignation/retirement of Jill Westney as the Freeborn County Financial Assistant Supervisor effective on or about October 25<sup>th</sup>, 2024.

Resolution was seconded by Commissioner Shoff.  
After discussion, a vote was taken and the Chair declared the resolution approved.

Commissioner Forman offered the following resolution:

### **RESOLUTION 24-204**

#### **PERMISSION TO FILL THE FREEBORN COUNTY FINANCIAL ASSISTANT SUPERVISOR POSITION**

**WHEREAS**, the Freeborn County employees have the responsibility for providing quality service with integrity and accountability to the citizens of Freeborn County;

**WHEREAS**, the Freeborn County Board is the appointing authority for all county employees, and;

**WHEREAS**, Jill Westney, Freeborn County Financial Assistant Supervisor has resigned her position effective October 25<sup>th</sup>, 2024;

**NOW, THEREFORE BE IT RESOLVED**, that the board approves the filling of the vacant Freeborn County Financial Assistant Supervisor position.

Resolution was seconded by Commissioner Eckstrom.  
After discussion, a vote was taken and the Chair declared the resolution approved.

Commissioner Kaasa offered the following resolution:

**RESOLUTION**, to promote a Patrol Deputy to the Detective position.

Resolution was seconded by Commissioner Shoff.

After discussion, a vote was taken and the Chair declared the resolution approved.

Commissioner Shoff offered the following resolution:

**RESOLUTION No. 24-XXX**  
**Approval of Claims**

**RESOLVED**, that the following claims be allowed and paid on or before July 19<sup>th</sup>, 2024.

<u>FUND</u>	<u>NAME</u>	<u>AMOUNT</u>
01	General Fund	\$ 963,916.12
03	County Road & Bridge	\$ 266,264.37
05	Human Services	\$ 194,134.63
06	Public Health	\$ 89,292.72
31	Capital Improvements	\$ 72,929.21
40	County Ditch	\$ 42,497.67
70	Trust & Agency	\$ 94,567.24
73	Payroll Clearing Fund	\$ 9,637.49
74	Turtle Creek Watershed	\$ 12,972.03
79	Social Services Collab	\$ 51.49
	<b>FUND TOTALS</b>	<b>\$ 1,746,262.97</b>

Number of Claims not exceeding \$300 – 264

Dollar amount of claims not exceeding \$300 – \$22,439.22

Resolution seconded by Commissioner Kaasa.

After discussion, a vote was taken and the Chair declared the resolution approved with Commissioners Shoff, Kaasa, Eckstrom and Forman voting yay, and Commissioner Edwin abstaining from the vote on behalf of the Credit Bureau of Albert Lea.

Chair, Commissioner Edwin recessed the regular meeting at approximately 9:40 a.m. to hold the Freeborn County Commissioner Board Workshop.

The regular meeting resumed at approximately 12:34 p.m.

Chair, Commissioner Edwin adjourned the meeting at approximately 12:34 p.m. until 8:30 a.m. on Tuesday, August 6<sup>th</sup>, 2024.

By: \_\_\_\_\_  
Brad Edwin  
Chair

Attest: \_\_\_\_\_  
Ryan Rasmusson  
County Administrator

## Employees Recommended for Regular Status - 8.6.24

### Employee Name

Miranda Herfindahl  
Kody Needham  
Jason Biesterfeld  
Sandra Jimenez

### Department

Probation & Pre-Trial Services  
Sheriff's Office  
Probation & Pre-Trial Services  
DHS

### Job Title

Probation & Pre-Trial Assistant  
Patrol Deputy  
Sentence to Serve Crew Leader  
Eligibility Worker

### Status

New Employee  
New Employee  
New Employee  
New Employee

## DRAINAGE REPAIR APPROVAL

Drainage Authority Meeting Date: 08/06/2024

System	Repair #	Twp	Sec	Landowner	Problem/Proposed Work	Contractor	Contractor
CD J27	24-161	Newry Twp	19	THOMAS W BUTLER TR	Camera investigation of tile for improvement project	TR Excavation and Hauling	\$1,000.00
CD J9	24-144	Pickerel Lake Twp	25	CENTRAL LANDSCAPING	tile blown out	TR Excavation and Hauling	\$750.00
CD31	24-150	Moscow Twp	32	EARL & GERTRUDE NIELSEN TR	Tile suckhole reported by contractor.	SJ Iverson Construction	\$750.00
CD31	24-155	Moscow Twp	32	EARL & GERTRUDE NIELSEN TR	Replace shallow and poor condition tile in drowned out area.	SJ Iverson Construction	\$5,000.00
CD31	24-156	Moscow Twp	32	EARL & GERTRUDE NIELSEN TR	Replace aged poor condition clay tile.	SJ Iverson Construction	\$12,000.00
CD31	24-157	Moscow Twp	32	EARL & GERTRUDE NIELSEN TR	Replace clay tile.	SJ Iverson Construction	\$12,000.00
CD34	24-146	Carlston Twp	26	ALLEN C SCHMIDT &	6+ holes on tile from flood. Repair needed.	Hodgman Drainage	\$5,000.00
CD34	24-151	Carlston Twp	26	ALLEN C SCHMIDT &	Tile suckhole on tile line.	Hodgman Drainage	\$1,500.00
CD4	24-158	Pickerel Lake Twp	33	BRETT MATTSON	washed out ditch	TR Excavation and Hauling	\$500.00
CD43	24-152	Freeborn Twp	27	ROBERT M HANSEN &	Possible missed tile, investigate in fall.	TR Excavation and Hauling	\$1,500.00
CD55	24-143	Nunda Twp	15	EPLAND FAMILY FARMS	Tile suckhole in buffer strip	Morreim Drainage	\$1,000.00
CD55	24-162	Freeman Twp	34	KENNETH & CINDY LAMPING TR	Trees lodged over culvert	TR Excavation and Hauling	\$300.00
CD63	24-145	Bath Twp	28	NEIL A ANDERSON &	Tile drainage issue, investigation needed.	TR Excavation and Hauling	\$2,500.00
CD71	24-149	London Twp	17		Washed out farm crossing	Freeborn Construction	\$2,500.00
CD80	24-159	Carlston Twp	35	DUANE JERGENSON TR	needs surface inlet		\$500.00
CD80	24-160	Carlston Twp	35	DUANE JERGENSON TR	Suck holes need repair	TR Excavation and Hauling	\$700.00
JCD J8	24-142	Freeborn Twp	12	KAREN OBAN	Tile blowout	TR Excavation and Hauling	\$800.00
JCD J8	24-153	Freeborn Twp	1	DENNIS L HANSON &	Surface inlet	TR Excavation and Hauling	\$1,500.00
JCD J8	24-154	Freeborn Twp	1	JULIE PHILLIPS TR ETAL	Clean bottom of ditch	Olson Excavating	\$7,500.00

**STATE OF MINNESOTA**  
*Before the*  
**FREEBORN COUNTY BOARD OF COMMISSIONERS**  
**SITTING AS THE DRAINAGE AUTHORITY FOR**  
**COUNTY DITCH NO. 55**

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**In the Matter of:**

**the Petition of the Shell Rock River  
Watershed District to Divert Drainage  
Waters on Freeborn County Ditch No.  
55**

**PETITION TO DIVERT FREEBORN  
COUNTY DITCH NO. 55 DRAINAGE  
SYSTEM WATERS**

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Pursuant to Minn. Stat. § 103E.227, Petitioner seeks approval to divert drainage system waters on the Freeborn County Ditch No. 55 (CD 55) for beneficial use. For its Petition, the undersigned Petitioner states and alleges the following:

1. Petitioner, the Shell Rock River Watershed District ("SRRWD"), is not the drainage authority for CD 55. The Shell Rock River Watershed District Board of Managers ("SRRWD Board") does not presently have jurisdiction over CD 55 pursuant to Minnesota Statutes sections 103D.625, subd. 1 or 103D.335, subd. 15. to Freeborn County, although, Minnesota Statute section 103D.335, subd. 8 provides the SRRWD authority to alter the course of any public ditch within the watershed district.
2. The management of public drainage systems and the assumption of jurisdiction over public drainage systems are not consistent with the SRRWD Board's current goals, objectives, and policies contained in its Watershed Management Plan.
3. The SRRWD Board enjoys a strong working relationship with the Freeborn County Board of Commissioners in its role as drainage authority for public drainage systems within the County and within the boundary of the watershed district.
4. The Board believes that the County Board of Commissioners manages the drainage systems in a manner consistent with water quantity and quality concerns of the SRRWD.

5. The SRRWD Board further believes that it can constructively work with the County Board of Commissioners to address issues that may arise from future conflict between the Commissioners' management of public drainage systems and the SRRWD Board's future goals, objectives and policies.
6. The SRRWD Board finds the following factors persuasive in determining that the Petition should be submitted to the Freeborn County Board of Commissioners for further action:
  - a. Minnesota Statutes section 103D.625, subd. 1, provides specific provisions for the transfer of jurisdiction over a drainage system from a county board to a watershed district board.
  - b. Minnesota Statute section 103D.335, subd. 15, reinforces the specific provisions for the transfer of jurisdiction.
  - c. The SRRWD Board currently possesses neither the experience, nor the professional staff required to effectively manage public drainage systems when compared with the existing experience and staff structures within the County.
  - d. In addition to implementing the goals and objectives found in its Watershed Management Plan, managing public drainage systems would place a burden on the SRRWD.
  - e. Even if the SRRWD Board were to assume jurisdiction over CD 55, the County would still play a substantial role in managing the drainage system.
7. It is not in the best interest of the SRRWD that the SRRWD assume jurisdiction over the proposed improvement.
8. Jurisdiction over the drainage system should presently stay with the County Board of Commissioners.
9. Petitioner seeks approval to divert drainage system waters on Freeborn County Ditch No. 55 (CD 55) located in the Northwest  $\frac{1}{4}$  of Section 35 of Freeman Township of Freeborn County for beneficial use.
10. The Petitioner is proposing a wetland restoration project on this property which will be protected by permanent state ownership. Beneficial use includes wetland restoration, habitat creation, water quality, and flood mitigation.

11. To facilitate implementation of the Panicum Prairie Wetland Restoration Project (the Project), Petitioner must divert waters from Branch D of CD 55 located on the following property:

Property Description	Property Owners	Address
Parcel ID Section 35 Freeman Township of Freeborn Township	State of Minnesota - DNR	Bureau of Real Estate Mgmt 500 Lafayette Rd Box 30 St. Paul, MN

12. Bailey Bocchino of I & S Group, Inc. (ISG), a licensed engineer, has investigated the potential and feasibility of diverting drainage waters of CD 55 and has found that the wetland restoration project will not reduce drainage efficiency to properties benefited by the drainage system. The diversion of drainage waters will serve to store more surface water on the drainage system, thereby reducing the amount of surface water currently draining through the system.
13. Attached to this Petition and labeled as **EXHIBIT A** are preliminary plans for the proposed diversion developed by Bailey Bocchino, PE (ISG). The preliminary plans include maps and locations of areas affected by the project.
14. The modifications of the drainage will include the installation of a pipe into Branch D open ditch of CD 55. The pipe will be connected to a sump that will pump drainage water from the open ditch into the wetland. The pipe, sump, and pump assembly will be located in northeast corner of the property south of Branch D open ditch. Locations of the assembly are depicted in Exhibit A.
15. A berm will be constructed as part of the Project along Branch D of CD 55 in order to store water within the wetland. The berm is to be constructed at a 50-foot offset from the top of bank from the open ditch. The offset allows for a one-rod (16.5-foot) perennial vegetated buffer strip adjacent to the ditch as required by Minnesota State Statute 103E. The offset also allows ample area for right of entry to inspect and maintain the drainage system.
16. Petitioner agrees to be responsible for the cost of installation and construction of the structures as well as the engineering and legal costs associated with the Project.
17. Petitioner plans to enter into a Joint Powers Agreement with the Department of Natural Resources for the Project. The Joint Powers Agreement will include ownership, operation, and maintenance of the Project and pump lift station.

18. Petitioner has consulted with the Division of Ecological Water Resources, Department of Natural Resources, and determined that a public waters work permit is not required for this diversion.
19. Petitioner has consulted with the Division of Ecological and Water Resource, Department of Natural Resources, and determined that a water appropriation permit will be required for this diversion. An application for a water appropriation permit will be submitted for this diversion. Approval of the Division is conditioned on approval of the application and fulfillment of permit conditions.
20. Petitioner will secure all other required local, state, and federal permits for the project and evidence of such permits may be made a condition of approval for the action requested by this Petition.
21. A bond is not required if the Petition is filed by the state, a state agency or department, the United States or any of its agencies, a soil and water conservation district, a watershed district, or a municipality. The Petitioner, as a watershed district, is requesting the bond be waived.
22. The property is owned by the Department of Natural Resources and protected by permanent state ownership.
23. This Petition may be signed in counterparts.

NOW THEREFORE, Petitioner requests the Freeborn County Auditor to present this Petition to the Freeborn County Board of Commissioners, active as the drainage authority in relation to Freeborn County Ditch No. 55, to set the matter on for further consideration of this Petition and waive the requirement for bond.

Respectfully submitted this 10 day of June, 2024 by:

Petitioner/Signature	Mailing Address
 Andy Henschel Shell Rock River Watershed District	305 S 1 <sup>st</sup> Ave, Albert Lea, Minnesota, 56007

STATE OF MINNESOTA  
FREEBORN COUNTY BOARD OF COMMISSIONERS  
SITTING AS THE DRAINAGE AUTHORITY FOR  
FREEBORN COUNTY DITCH 55

In the Matter of:

The Petition of the Shell Rock River  
Watershed District to Divert Drainage  
Waters on Freeborn County Ditch No. 55

**FINDINGS AND ORDER AUTHORIZING  
DRAINAGE SYSTEM MODIFICIATON  
(103E.227)**

The Freeborn County Board of Commissioners, sitting as the public drainage authority for Freeborn County Ditch (CD) 55, convened on August 6, 2024, at a duly noticed hearing on the petition of the Shell Rock River Watershed District to modify CD 55 pursuant to statutes section 103E.227. Based on the record and proceedings, Commissioner \_\_\_\_\_ moved, seconded by Commissioner \_\_\_\_\_ to adopt the following Findings and Order:

**Findings:**

1. The Freeborn County Board of Commissioners is the public drainage authority (“Drainage Authority”) under Minnesota Statutes, chapter 103E with jurisdiction over Freeborn County Ditch 55 (“CD 55”).
2. On or about June 10, 2024, the Shell Rock River Watershed District (“SRRWD”) petitioned the Drainage Authority to divert drainage system waters on Freeborn County Ditch 55 (“CD 55”) located in the Northwest ¼ of Section 35 of Freeman Township in Freeborn County for beneficial use by Petitioner-SRRWD.
3. The beneficial use described by the Petitioner is for the purpose of the Panicum Prairie Wetland Restoration Project which includes restoration of drained wetlands, creation of wildlife habitat, water quality, and creation of flood mitigation on the property described above, which is owned by the State of Minnesota (the “Project”).
4. Pursuant to Minnesota Statutes, section 103E.227, subdivision 2(b), a bond was not required to be filed with the Petition because the Petitioner is a unit of State Government. However, the Drainage Authority notes that Petitioner-SRRWD has indicated and agreed that the costs of the proceedings, including engineering and legal review by the Drainage Authority, are to be paid by Petitioner-SRRWD unless the Drainage Authority finds cause to pay all or a portion of those costs. Petitioner is also responsible for the cost of installation and construction of the structures.

5. The Petition conformed with the requirements of Minnesota Statutes, sections 103E.227 and chapter 103E for filing a petition.
6. Pursuant to the Petition and Minnesota Statutes, section 103E.227, subdivision 3(a), the Board appointed an engineer to investigate the effect of the proposed diversion and file a report of findings with the Drainage Authority.
7. The primary concerns related to the drainage system are (1) the appropriation of water from the drainage system in order to provide hydrology for the wetland restoration; and (2) potential encroachment upon the drainage system right of way by berms and water retention facilities adjacent to the drainage system. The specific encroachment concern is that said facilities will obstruct access to the drainage system for statutorily required inspection and maintenance activities.
8. Upon review, the engineer has concluded that the proposed modifications related to the SSRWD's project will be of a public benefit and will not impair the utility of the drainage system or deprive affected landowners of its benefit.
9. During the hearing the Drainage Authority invited public comment. Comments received during the hearing were addressed to the satisfaction of the Drainage Authority. No comment cast doubt upon the engineer's conclusions to reviewing the project.
10. Having considered the evidence in the proceedings, the Drainage Authority finds that SSRWD's project will be of a public benefit and will not impair the utility of the drainage system or deprive affected landowners of its benefit.
11. Because the SRRWD's project confers no measurable benefit on CD 55, no drainage system funds are authorized to offset the cost of the project.

**Order:**

Based on the foregoing Findings and the entire record of proceedings before it, the Drainage Authority orders the following:

- A. Subject to the condition stated in paragraph C, below, the petitioned action is hereby approved and the drainage system modifications, including the diversion of drainage system waters, is authorized under Minnesota Statutes, sections 103E.227.
- B. Petitioner-SRRWD shall be responsible for all costs, including administrative, engineering, legal, and all other costs incurred by the Drainage Authority to conduct these proceedings and to construct the Project.
- C. This order shall take effect upon payment of costs in the proceedings.

After discussion, the Board Chair called the question. The question was on the adoption of the foregoing Findings and Order, and there were \_\_ yeas, \_\_ nays, \_\_ absent, and \_\_ abstentions as follows:

	Yea	Nay	Absent	Abstain
SHOFF	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
EDWIN	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
FORMAN	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
KAASA	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ECKSTROM	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Upon vote, the Chair declared the motion \_\_\_\_\_ and the Findings and Order \_\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_, Chairperson

Dated: \_\_\_\_\_, 2024

\* \* \* \* \*

I, Kelly Hendrickson, Freeborn County Auditor-Treasurer, do hereby certify that I have compared the above motion and Findings and Order with the original thereof as the same appears of record and on file with the Drainage Authority and find the same to be a true and correct transcript thereof. The above order was filed with me, Freeborn County Auditor-Treasurer, on \_\_\_\_\_, 2024.

IN TESTIMONY WHEREOF, I hereunto set my hand this \_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Kelly Hendrickson  
Freeborn County Auditor-Treasurer

DRAFT

# PANICUM PRAIRIE WETLAND RESTORATION

FREEMAN TWP., MINNESOTA

CONSTRUCTION PLANS

ISG PROJECT # 21-25968



NOTE  
THE CLARITY OF THESE PLANS DEPEND UPON COLOR COPIES. IF THIS TEXT DOES NOT APPEAR IN COLOR, THIS IS NOT AN ORIGINAL PLAN SET AND MAY RESULT IN MISINTERPRETATION.

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

BAILEY BOCCHINO

*Bailey Bocchino*  
DATE: 06/18/24 LIC. NO. 59368

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PROJECT

## PANICUM PRAIRIE WETLAND RESTORATION

FREEMAN TWP. MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.	21-25968
FILE NAME	25968 TITLE
DRAWN BY	JAT
DESIGNED BY	JMW
REVIEWED BY	BPB
ORIGINAL ISSUE DATE	06/18/24
CLIENT PROJECT NO.	-

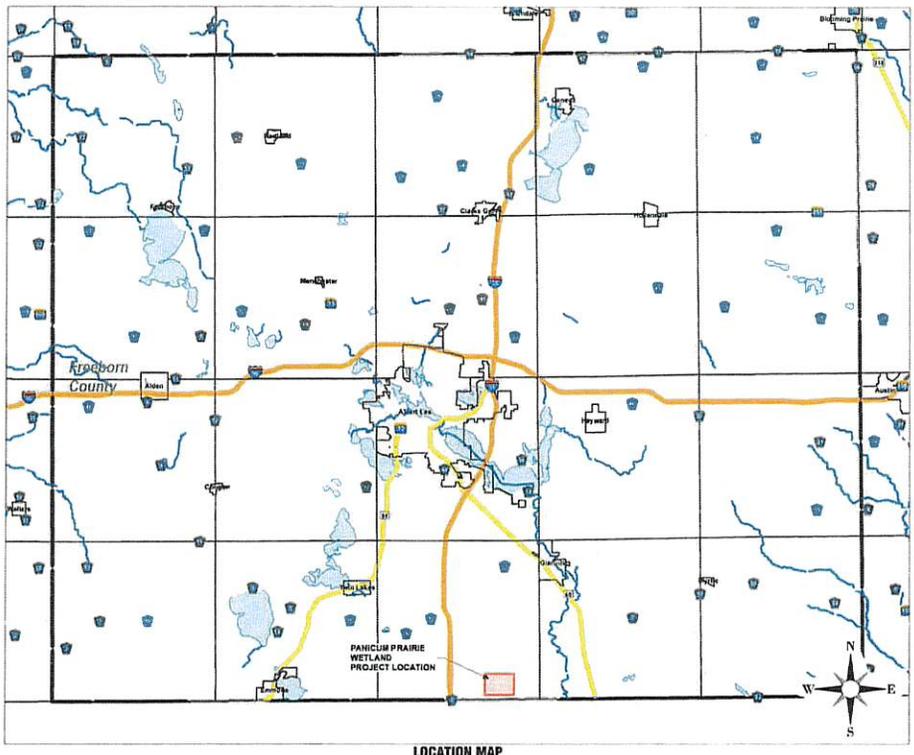
TITLE	TITLE
SHEET	1

### LEGEND

EXISTING	
	WATERSHED BOUNDARY
	CITY LIMITS
	SECTION LINE
	QUARTER SECTION LINE
	RIGHT OF WAY LINE
	PROPERTY / LOT LINE
	EASEMENT LINE
	ACCESS CONTROL
	WATER EDGE
	WET
	WETLAND BOUNDARY
	FENCE LINE
	EXISTING OPEN DITCH
	CULVERT
	TILE
	PRIVATE TILE
	WATER
	GAS
	OVERHEAD ELECTRIC
	UNDERGROUND ELECTRIC
	UNDERGROUND TV
	OVERHEAD UTILITY
	UNDERGROUND UTILITY
	UNDERGROUND FIBER OPTIC
	CONTOUR (MAJOR)
	CONTOUR (MINOR)
	DECIDUOUS TREE
	CONIFEROUS TREE
	TREE LINE
	DROP INTAKE
	HYDRANT
	POWER POLE

### PROPOSED

	EASEMENT
	PROPOSED OPEN DITCH
	OPEN DITCH REPAIR
	CULVERT (RCP)
	CULVERT (CMP)
	CULVERT (HOP)
	TILE
	TILE (PIPE WIDTH)
	PRIVATE TILE
	WATER
	GAS
	OVERHEAD ELECTRIC
	UNDERGROUND ELECTRIC
	UNDERGROUND TV
	CONTOUR (MAJOR)
	CONTOUR (MINOR)
	DROP INTAKE
	SLOUGH REPAIR
	SPOIL PLACEMENT
	TREE CLEARING
	REMOVE TREE
	BUFFER



### SHEET INDEX

1	TITLE
2	NOTES - QUANTITIES
3	DETAILS
4	DETAILS
5	DETAILS
6	DETAILS
7	DETAILS
8	SWPPP NOTES
9	SWPPP DETAILS
10	SWPPP
11	OVERALL GRADING
12	DETAILED GRADING (ROAD)
13	DETAILED GRADING (ROAD)
14	DETAILED GRADING (BERM)
15	DETAILED GRADING (BERM)
16	DETAILED GRADING (BERM)
17	DETAILED GRADING (BERM)
18	DETAILED GRADING (WEIR)
19	DETAILED GRADING (WEIR)
20	DETAILED GRADING (PUMP STRUCTURE)
21	SITE ELECTRICAL UTILITY PLAN
22	SITE ELECTRICAL PLAN
23	ELECTRICAL RISER DIAGRAM
24	ELECTRICAL DETAILS AND SYMBOLS

**GIS DISCLAIMER**  
INFORMATION FOR THE BOUNDARY / LOT LINES, AND UNDERGROUND UTILITIES SHOWN WAS DERIVED FROM DIGITAL DATABASES AND IS FOR INFORMATIONAL PURPOSES ONLY. DATA MAY NOT HAVE BEEN PREPARED FOR, OR BE SUITABLE FOR, LEGAL, ENGINEERING, OR SURVEYING PURPOSES.

### PROJECT GENERAL NOTES

- ALL WORK SHALL CONFORM TO THE CONTRACT DOCUMENTS WHICH INCLUDE, BUT ARE NOT LIMITED TO, THE OWNER - CONTRACTOR AGREEMENT, THE PROJECT MANUAL (WHICH INCLUDES GENERAL SUPPLEMENTARY CONDITIONS AND SPECIFICATIONS), DRAWINGS OF ALL DISCIPLINES AND ALL ADDENDA, MODIFICATIONS, AND CLARIFICATIONS ISSUED BY ARCHITECT/ENGINEER.
- CONTRACT DOCUMENTS SHALL BE ISSUED TO ALL SUBCONTRACTORS BY THE GENERAL CONTRACTOR IN COMPLETE SETS IN ORDER TO ACHIEVE THE FULL EXTENT AND COMPLETE COORDINATION OF ALL WORK.
- WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALED DIMENSIONS. NOTIFY ARCHITECT/ENGINEER OF ANY DISCREPANCIES OR CONDITIONS REQUIRING INFORMATION OR CLARIFICATION BEFORE PROCEEDING WITH THE WORK.
- FIELD VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS. NOTIFY ARCHITECT/ENGINEER OF ANY DISCREPANCIES OR CONDITIONS REQUIRING INFORMATION OR CLARIFICATION BEFORE PROCEEDING WITH THE WORK.
- DETAILS SHOWN ARE INTENDED TO BE INDICATIVE OF THE PROFILE AND TYPE OF DETAILING REQUIRED THROUGHOUT THE WORK. DETAILS NOT SHOWN ARE SIMILAR IN CHARACTER TO DETAILS SHOWN WHERE SPECIFIC DIMENSIONS, DETAILS, OR DESIGN INTENT CANNOT BE DETERMINED. NOTIFY ARCHITECT/ENGINEER BEFORE PROCEEDING WITH THE WORK.
- ALL MANUFACTURED ARTICLES, MATERIALS, AND EQUIPMENT SHALL BE APPLIED, INSTALLED, CONNECTED, ERECTED, CLEANED, AND CONDITIONED ACCORDING TO MANUFACTURER'S INSTRUCTIONS. IN CASE OF DISCREPANCIES BETWEEN MANUFACTURER'S INSTRUCTIONS AND THE CONTRACT DOCUMENTS, NOTIFY ARCHITECT/ENGINEER BEFORE PROCEEDING WITH THE WORK.
- ALL DISSIMILAR METALS SHALL BE EFFECTIVELY ISOLATED FROM EACH OTHER TO AVOID GALVANIC CORROSION.
- THE LOCATION AND TYPE OF ALL EXISTING UTILITIES SHOWN ON THE PLANS ARE FOR GENERAL INFORMATION ONLY AND ARE ACCURATE AND COMPLETE TO THE BEST OF THE KNOWLEDGE OF I S GROUP, INC. (ISO). NO WARRANTY OR GUARANTEE IS IMPLIED. THE CONTRACTOR SHALL VERIFY THE SIZES, LOCATIONS, AND ELEVATIONS OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION. CONTRACTOR SHALL IMMEDIATELY NOTIFY ENGINEER OF ANY DISCREPANCIES OR VARIATIONS FROM PLAN.
- THE CONTRACTOR IS TO CONTACT "SOPHIE" STATE ONE CALL FOR UTILITY LOCATIONS A MINIMUM OF 2 BUSINESS DAYS PRIOR TO ANY EXCAVATION / CONSTRUCTION (1-800-255-1189).

### PROJECT INDEX:

**OWNER:**  
SHELL ROCK RIVER WATERSHED DISTRICT  
305 SOUTH 1ST AVE  
ALBERT LEA, MN 56007  
PH: (507)377-5785

**PROJECT ADDRESS / LOCATION:**  
SECTION 34 AND 35  
FREEMAN TWP  
FREEBORN COUNTY, MINNESOTA

**MANAGING OFFICE:**  
ISG  
ST. LOUIS PARK OFFICE  
6485 WAYZATA BOULEVARD  
SUITE 870  
ST. LOUIS PARK, MN 55426  
PHONE: 952.426.8899  
PROJECT MANAGER: BAILEY BOCCHINO  
EMAIL: BAILEY.BOCCHINO@ISGINC.COM

**SPECIFICATIONS REFERENCE**  
ALL CONSTRUCTION SHALL COMPLY WITH FREEBORN COUNTY'S REQUIREMENTS AND MOST STANDARD SPECIFICATIONS FOR CONSTRUCTION, 2020 EDITION, THE STANDARD SPECIFICATIONS FOR SANITARY SEWER, STORM DRAIN AND WATERSHED AS PROVIDED BY THE CITY ENGINEERS ASSOCIATION OF MINNESOTA, 2023 EDITION, AND THE CURRENT VERSION OF THE MINNESOTA STATE PLUMBING CODE UNLESS DIRECTED OTHERWISE.  
**PROJECT DATUM**  
HORIZONTAL COORDINATES HAVE BEEN REFERENCED TO THE NORTH AMERICAN DATUM OF 1983 (NAD83), 1996 ADJUSTMENT (NAD83/96) ON THE FREEBORN COUNTY COORDINATE SYSTEM IN U.S. SURVEY FEET.  
ELEVATIONS HAVE BEEN REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).  
RTK GPS METHODS WERE USED TO ESTABLISH HORIZONTAL AND VERTICAL COORDINATES FOR THIS PROJECT.

**B.M. ELEVATION = 1209.71**  
MDDOT GEODETIC MARKER "SHELL"  
**TOPOGRAPHIC SURVEY**  
THIS PROJECT'S TOPOGRAPHIC SURVEY CONSISTS OF DATA COLLECTED IN OCTOBER 2023 BY ISO.

**GENERAL PROJECT NOTES:**

- DURING CONSTRUCTION, CONTRACTOR SHALL MAINTAIN A DRAINAGE OUTLET FOR THE ENTIRE PANICUM PRAIRIE WETLAND RESTORATION PROJECT AREA.
- ALL PIPE DIMENSIONS REFERENCED IN THE PLANS REFER TO THE INSIDE DIAMETER.
- ROCKET GUARDS SHALL BE INSTALLED ON ALL OUTLETS 18" AND SMALLER (INCIDENTAL TO RESPECTIVE BID ITEMS).
- ALL ROAD SIGNAGE, COORDINATION, AND TRAFFIC CONTROL SIGNAGE SHALL BE INCIDENTAL TO ACCESS ROAD INSTALLATION AND SHALL CONFORM TO LOCAL ROAD AUTHORITY PERMITS AND REGULATIONS.
- THE CONTRACTOR SHALL SUBMIT A WINTER CONSTRUCTION PLAN FOR SITE STABILIZATION, EROSION PREVENTION, AND SEDIMENT CONTROL. IF THE PROJECT IS NOT COMPLETED BY OCTOBER 15 OF THE GIVEN CONSTRUCTION SEASON, UNLESS APPROVED BY THE ENGINEER, THE PLAN SHALL BE DEVELOPED TO SPECIFICALLY ADDRESS SHUTDOWN PROCEDURES OR ACTIVE CONSTRUCTION PLANS.
- ALL DEWATERING FOR THE PROJECT IS INCIDENTAL.
- PRODUCT MATERIAL SHALL BE AS SPECIFIED IN THE PLANS. IF NO SPECIFIC MATERIAL IS CALLED OUT, MATERIAL SHALL CONFORM TO THE APPROVED PRODUCT LIST IN THE APPROPRIATE SPECIFICATION.
- ALL EFFORTS SHALL BE MADE DURING CONSTRUCTION TO SEPARATE SOIL TYPES. BACKFILL SHALL BE COMPACTED PRIOR TO PLACEMENT OF TOPSOIL, EXCEPT THE TOP TWO (2) FEET, FOR WHICH COMPACTING SHALL BE MINIMIZED TO THE EXTENT POSSIBLE. TOPSOIL SHALL BE PLACED TO A MINIMUM DEPTH OF 18", OR UNIFORM TO THE TOPSOIL DEPTH OF THE SURROUNDING AREA UNLESS SPECIFIED ELSEWHERE IN THE PLANS. EXCAVATED SPOILS SHALL BE SPREAD EVENLY IN CONSTRUCTION AREA AS TO NOT IMPED DRAINAGE. ALL EFFORTS SHALL BE MADE TO KEEP TOPSOIL ON TOP AND SEPARATED. NO TOPSOIL SHALL BE PLACED IN THE TRENCH BELOW 2' FROM EXISTING GROUND UNLESS APPROVED BY THE ENGINEER.
- ALL SPOIL LEVELING, GRADING, AND RESTORATION OF DISTURBED AREAS SHALL BE IN ACCORDANCE TO THE CONTRACT DOCUMENTS AND SHALL BE INCIDENTAL TO THE WORK UNLESS OTHERWISE SPECIFIED.
- HEAVY VEGETATIVE CLEARING WITH TREE REMOVAL SHALL ONLY BE COMPLETED AS NECESSARY FOR SAFE CONSTRUCTION PRACTICES AND WITHIN THE ALLOWED CONSTRUCTION EASEMENT, UNLESS APPROVED BY THE ENGINEER. TREE REMOVAL AND GRUBBING SHALL BE INCIDENTAL TO HEAVY VEGETATIVE CLEARING WITH TREE REMOVAL BID ITEM.
- TREES CALLED OUT AS "REMOVE TREE" SHALL BE PAID FOR BY EACH OCCURRENCE. IF TREES ARE NOT CALLED OUT IN THE CONSTRUCTION DOCUMENTS AS REMOVE TREE, THEN THE REMOVAL SHALL BE PAID FOR BY THE ACRE AS HEAVY VEGETATIVE CLEARING WITH TREE REMOVAL.
- RIPRAP QUANTITIES ARE ESTIMATED. ADDITIONAL QUANTITY MAY BE REQUIRED BY THE ENGINEER. ALL RIPRAP QUANTITIES SHALL BE PAID BY THE CUBIC YARD INSTALLED, UNLESS RIPRAP IS INCIDENTAL TO A SEPARATE PAY ITEM. ALL EXCAVATION AND GEOTEXTILE FABRIC SHALL BE INCIDENTAL TO RESPECTIVE BID ITEM.
- ALL WORK SHALL BE DONE IN 2,500 LF SECTIONS, UNLESS APPROVED OF BY THE ENGINEER. PRIOR TO COMMENCING ON A NEW SECTION, ALL WORK IN THE PREVIOUS SECTION MUST BE COMPLETED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. THE ENGINEER RESERVES THE RIGHT TO CEASE OPERATIONS AND/OR WITHHOLD PAYMENT UNTIL COMPLIANCE HAS BEEN ACHIEVED.
- EXISTING TILES THAT ARE DISTURBED DURING CONSTRUCTION SHALL BE REPAIRED AT NO COST TO THE PROJECT, UNLESS OTHERWISE SPECIFIED.
- ALL SIGNS AND MARKERS SHALL BE PROTECTED OR REMOVED AND REINSTALLED AT NO ADDITIONAL COST TO THE PROJECT, UNLESS OTHERWISE SPECIFIED. THE ENGINEER SHALL BE NOTIFIED OF ANY SIGNS OR MARKERS IN POOR CONDITION PRIOR TO REMOVAL.
- THE WATERSHED DISTRICT TAKES NO AUTHORITY OVER OR RESPONSIBILITY FOR ANY AND ALL PRIVATE TILE SHOWN ON THESE PLANS. PRIVATE TILE LOCATIONS HAVE BEEN SUPPLIED BY LANDOWNERS FOR USE BY THE CONTRACTOR.
- THE CONTRACTOR SHALL PAY ALL DAMAGES OUTSIDE OF THE AGREED UPON EASEMENT IN AN AMOUNT OF \$1,200 PER ACRE OF DISTURBANCE, AS MEASURED BY THE ENGINEER.

**GENERAL WETLAND NOTES:**

- SEEDING SHALL OCCUR IN ACCORDANCE WITH THE CONTRACT DOCUMENTS FOR ALL WETLAND AND BERM SEEDING.
- CONSTRUCTION ACTIVITY OUTSIDE OF THE PROPOSED BERM, ACCESS ROAD, AND PUMP STRUCTURE LOCATIONS SHOULD BE LIMITED TO SAFE CONSTRUCTION PRACTICES OR A MAXIMUM OF 50-FEET WITHOUT APPROVAL FROM THE ENGINEER. APPROVAL FROM THE ENGINEER SHALL BE OBTAINED FOR ANY DISTURBANCES OUTSIDE OF THE APPROVED AREA BEFORE THE WORK BEGINS. ALL DISTURBED AREAS SHALL BE RE-POSTED AS SPECIFIED IN THE CONTRACT DOCUMENTS.
- CLAY MATERIALS FOR THE ACCESS ROAD ARE AVAILABLE FOR USE AT THE FOUNTAIN LAKE CDF SITE.
- A MINIMUM OF 6" OF TOPSOIL SHALL BE PLACED ON ACCESS BERM AND SIDE SLOPES OF THE ACCESS ROAD (INCIDENTAL TO BERM AND ACCESS ROAD INSTALLATION).
- DUE TO SOIL CONDITIONS ON SITE, CLAY STOCKPILES SHOULD NOT EXCEED 5-FEET ALONG THE NEWLY CONSTRUCTED BERM OR ACCESS ROAD.

**LIFT STATION NOTES:**

- POWER SUPPLY SHALL BE SINGLE PHASE UNDERGROUND ELECTRIC SUPPLY WITH THREE PHASE VFD CONVERTERS, AND ALL APPROPRIATE ELECTRICAL CONNECTIONS. OWNER IS RESPONSIBLE FOR PAYMENT AND COORDINATION WITH FREEDORN ELECTRICAL COOPERATION.
- ALL ELECTRICAL SERVICE CONNECTIONS SHALL BE INCLUDED IN ELECTRICAL SERVICE BID ITEM. ELECTRICAL SERVICES MUST BE INSTALLED BY A LICENSED ELECTRICIAN.
- PUMP SELECTION SHALL MEET THE SPECIFICATIONS LISTED ON PUMP DETAIL SHEET OR AN APPROVED EQUAL.
- FURNISH AND INSTALL PUMPS, SCREENS, TRANSDUCERS, AND ALL OTHER MISCELLANEOUS EQUIPMENT FOR PROPER PUMP INSTALLATION, INCIDENTAL TO PUMP BID ITEM.
- FURNISH AND INSTALL ALL PIPING WITHIN THE PUMP STATION, FITTINGS, REDUCERS, SUPPORTS, VALVES, FLOOR SLEEVES, APPURTENANCES, AND OTHER MISCELLANEOUS EQUIPMENT AND MATERIAL AS INDICATED IN THE PLANS. INCIDENTAL TO PUMP BID ITEM.
- PVC DISCHARGE PIPES SHALL BE INSTALLED AS SHOWN WITH METAL ANCHORING STAKES. METAL ANCHORS SHALL BE STAKED EVERY 4 FEET AND SECURELY FASTENED TO EACH INDIVIDUAL DISCHARGE PIPE, INCIDENTAL TO PVC DISCHARGE PIPE BID ITEM.
- ALL EXPOSED PVC PIPES AND FITTINGS SHALL BE UV PROTECTED.
- ALL PVC CONNECTIONS, FITTINGS, AND BENDS ARE INCIDENTAL TO CONSTRUCTION.

TOTAL ESTIMATED QUANTITIES			
Item Code	Item	Unit	Estimated Quantity
1	MORNINGGLORY	LS	1
2	36-INCH AGRICULTURAL TILE	LF	93
3	GRANULAR PIPE FOUNDATION	CY	31
4	39-INCH X 18-INCH RC ARCH CULVERT	LF	42
5	39-INCH X 18-INCH RC ARCH CULVERT END SECTIONS	EA	2
6	HEAVY VEGETATIVE CLEARING WITH TREE REMOVAL	AC	1
7	WETLAND BERM SEEDING (NEED MKS: 35-54) MEDIC PRAIRIE SOUTHWEST WITH TYPE 4 MULCH	AC	4.14
8	ACCESS ROAD SEEDING (NEED MKS: 25-142) AGRICULTURAL ROADSIDE W/ TYPE 4 MULCH	AC	1.3
9	WETLAND SEEDING (NEED MKS: 34-181) EMERGENT WETLAND W/ TYPE 3 OR 4 MULCH	AC	13.35
10	DIAM PROPERTY FILL AREA SEEDING (NEED MKS: 25-142) AGRICULTURAL ROADSIDE W/ TYPE 4 MULCH	AC	1.21
11	INSTALL SILT FENCE	LF	3830
12	CLASS III RIPRAP WITH GEOTEXTILE FABRIC	CY	179
13	REMOVE FENCE	EA	1699
14	REMOVE SAW CULVERT	EA	3
15	AGGREGATE BASE (CIVIL) (CLASS V) (ALCROSS ROAD)	CY	852
16	HIGH STRENGTH GEOTEXTILE FABRIC	SY	2925
17	PUMP BIL-1075 DUMP	EA	2
18	PUMP AND ELECTRICAL CONTROLS	LS	1
19	ELECTRICAL SERVICE TO PUMP AND CONTROL BOX	LS	1
20	PUMP STRUCTURE	EA	1
21	ORGANIC BORROW FOR BERM CONSTRUCTION	CY	10882
22	ORGANIC BORROW FOR DIAM PROPERTY FILL AREA	CY	2939
23	CLAY BORROW FOR ROAD CONSTRUCTION	CY	3463
24	PVC DISCHARGE PIPES	LS	1
25	SHEET PILE WEIR	LS	1
26	CHANNEL GABRIEL	EA	1
27	STOP LOSS	EA	5
28	STOP LOG LIFTING HOODS	EA	2
29	GALVANNEZED TORQUE STORAGE BOX	EA	1

**ABBREVIATIONS**

AC	ACRE	GA	GAUGE	PP	POLYPROPYLENE
ADD	ADDENDUM	GAL	GALLON	PSI	POUNDS PER SQUARE INCH
AGG	AGGREGATE	GPM	GALLONS PER MINUTE	PVC	POLYVINYL CHLORIDE
APPROX	APPROXIMATE	HDPE	HIGH DENSITY POLYETHYLENE	PVMT	PAVEMENT
BIT	BITUMINOUS	HORIZ	HORIZONTAL	QTY	QUANTITY
CAD	COMPUTER-AIDED DESIGN	HR	HOUR	RCP	REINFORCED CONCRETE PIPE
CFS	CUBIC FEET PER SECOND	HWL	HIGH WATER LEVEL	REBAR	REINFORCING BAR
CF	CUBIC FOOT	Hwy	HIGHWAY	REIN	REMOVE
CL	CENTERLINE	HYD	HYDRANT	ROW	RIGHT OF WAY
CMP	CORRUGATED METAL PIPE	I	INVERT	R/W	RIGHT OF WAY
CONC	CONCRETE	ID	INSIDE DIAMETER	SCH	SCHEDULE
CONST	CONSTRUCTION	IN	INCH	SF	SQUARE FOOT
CONT	CONTINUOUS	INVT	INVERT	SEC	SPECIFICATION
CR	COUNTY ROAD	LF	LINEAR FEET	SQL	SQUARE
CSAH	COUNTY STATE AID	LN	LINEAR	STA	STATION
CY	CUBIC YARD	LS	LUMP SUM	SY	SQUARE YARD
DI	DROP INTAKE	MAX	MAXIMUM	TEMP	TEMPORARY
DIA	DIAMETER	MH	MANHOLE	THRU	THROUGH
DIM	DIMENSION	MIN	MINIMUM	TRANS	TRANSFORMER
LA	LACH	MISC	MISCELLANEOUS	TV	TELEVISION
ELEC	ELECTRICAL	NO	NUMBER	TYP	TYPICAL
ELEV	ELEVATION	NTS	NOT TO SCALE	UT	UTILITY, UNDERGROUND
EDF	EMERGENCY OVERFLOW	OC	ON CENTER	VCP	VITRIFIED CLAY PIPE
EQ	EQUAL	OCEW	ON CENTER EACH WAY	W/O	WITHOUT
EX	EXISTING	OH	OVERHEAD	W/	WITH
FDN	FOUNDATION	CHWL	ORDINARY HIGH WATER	YD	YARD
FFM	FEET PER MINUTE	OZ	OUNCE	YR	YEAR
FFS	FEET PER SECOND	PERF	PERFORATED		
FT	FOOT, FEET	PL	PROPERTY LINE		



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BAILEY BOCCCHINO

*Bailey Bocchino*

DATE: 08/18/24 LIC. NO: 85888

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PROJECT  
**PANICUM PRAIRIE  
WETLAND  
RESTORATION**  
FREEMAN TWP. MINNESOTA

REVISION SCHEDULE		BY
DATE	DESCRIPTION	

PROJECT NO: 21-25908  
FILE NAME: 25908 DETAILS  
DRAWN BY: JAT  
DESIGNED BY: JMW  
REVIEWED BY: BPB  
ORIGINAL ISSUE DATE: 06/18/24  
CLIENT PROJECT NO: -

TITLE  
**NOTES -  
QUANTITIES**

SHEET  
**2**  
OF 24



**SERIES C1R ACCESS DOOR**

**STANDARD FEATURES:**

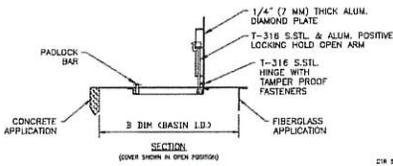
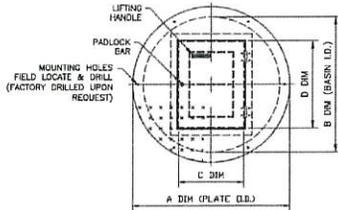
- 300 LBS. PER SQ. FT. LOAD RATING (1454 KG PER SQ. METER LOAD RATING)
- SINGLE LEAF CONSTRUCTION (ADDITIONAL LEAVES OPTIONAL)
- AUTO-LOCK T-316 STAINLESS STEEL HOLD OPEN ARM WITH RELEASE HANDLE
- T-316 STAINLESS STEEL HINGES AND ATTACHING HARDWARE
- NON-CORROSIVE PADLOCK BAR
- VENT COUPLING & MOUNTING HOLES UPON REQUEST
- RECESSED LIFTING HANDLE
- LIFETIME GUARANTEE
- LARGER SIZES AVAILABLE
- ALSO AVAILABLE FOR RECTANGULAR BASINS



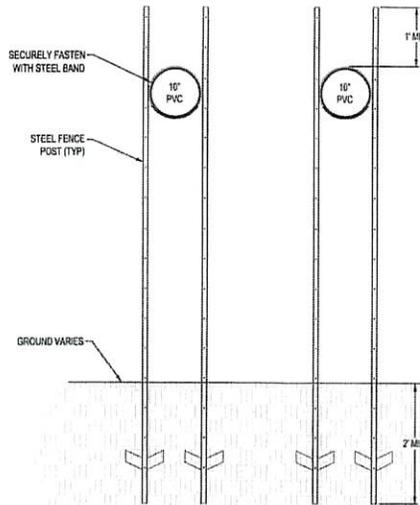
www.HullsblyProducts.com  
Phone: (800) 258-1027  
Local: (407) 288-4470  
Sales@HullsblyProducts.com

STANDARD SIZES						
DT#	MODEL NO.	A DIM INCHES (Ø)	B DIM INCHES (Ø)	C DIM INCHES (Ø)	D DIM INCHES (Ø)	WEIGHT LBS (KG)
1	C1R76	76 (1943)	32 (823)	24 (610)	40 (1016)	303 (136)

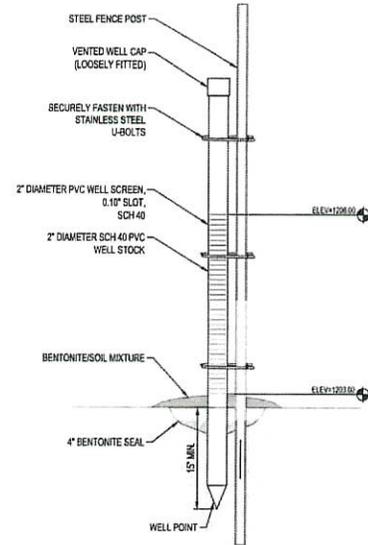
**NOTES:**  
1) WHEN MOUNTING ON CONCRETE ADD A MINIMUM OF 2" TO THE "A" DIMENSION TO ENSURE PROPER EDGE DISTANCE FOR ANCHOR BOLTS (ANCHORS BY OTHERS)  
2) C & D DIMENSIONS SIZED AS REQUIRED



C1R SERIES 80



**METAL ANCHOR DETAIL**  
NTS



**STILLING WELL DETAIL**  
NTS



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BAILEY BOCCCHINO

*Bailey Boccchino*  
DATE: 06/18/24 LIC. NO. 59968

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PROJECT

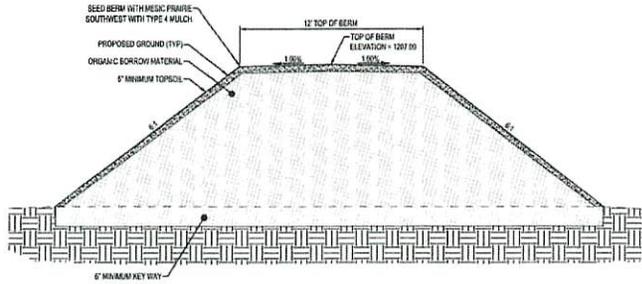
**PANICUM PRAIRIE  
WETLAND  
RESTORATION**

FREEMAN TWP. MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.	21-25968
FILE NAME	25968 DETAILS
DRAWN BY	JAT
DESIGNED BY	JAW
REVIEWED BY	BBB
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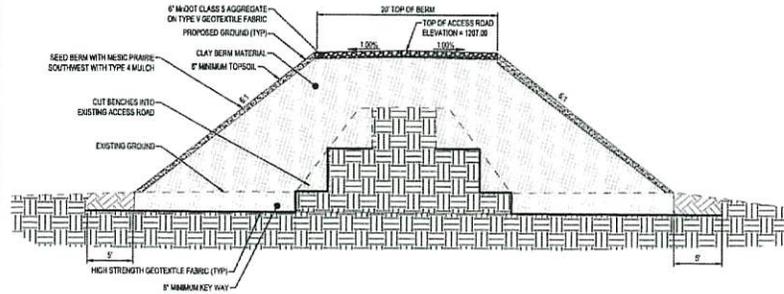
TITLE  
**DETAILS**



**NOTES:**

1. BERM MATERIAL SHOULD BE PLACED IN MAXIMUM 6" LIFTS. TWO PASSES OF TRACKED EQUIPMENT SHALL BE COMPLETED ACROSS BERM AREA FOR EACH LIFT FOR SOIL COMPACTION
2. BERM MATERIAL SHOULD BE KEPT ON ALL DRES INTO TILL MATERIAL
3. A MINIMUM OF BUNCHES OF TOPSOIL SHALL BE PLACED ON BERM FOR VEGETATION ESTABLISHMENT (INCIDENTAL)
4. ORGANIC BORROW MATERIALS FOR THE BERM SHALL BE TAKEN FROM BORROW LOCATIONS AS SPECIFIED IN PLANS

**BERM**  
NTS



**NOTES:**

1. BERM MATERIAL SHOULD BE PLACED TO 95% STANDARD PROCTOR COMPACTION (MAXIMUM 6" LIFTS)
2. CLAY MATERIALS FOR THE BERM ARE AVAILABLE FOR USE AT THE FOUNTAIN LAKE COF SITE
3. A MINIMUM OF BUNCHES OF TOPSOIL SHALL BE PLACED ON ROAD USE SLOPES FOR VEGETATION ESTABLISHMENT (INCIDENTAL)
4. HIGH STRENGTH GEOTEXTILE FABRIC MUST MEET ASTM D 6898 STANDARDS
5. MATERIALS LOCATED WITHIN ACCESS ROAD THAT CONSIST OF CLAY MAY BE PLACED ON TOP OF HIGH STRENGTH GEOTEXTILE FABRIC

**ACCESS ROAD**  
NTS

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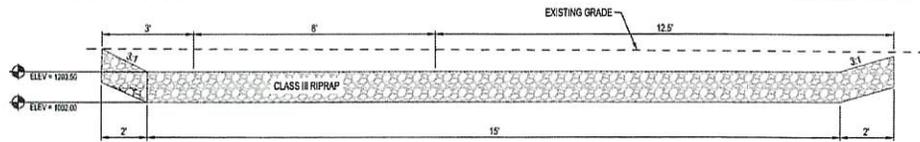
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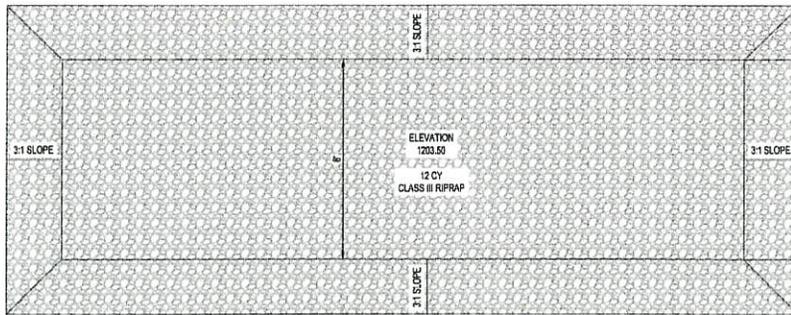
*Bailey Bocking*

DATE: 06/18/24 LIC. NO. 59968

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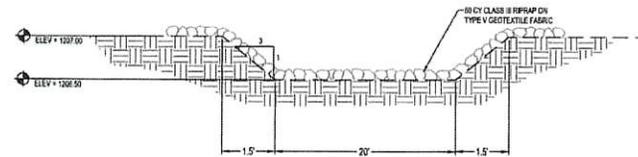


**SECTION VIEW**  
NTS



**PLAN VIEW**  
NTS

**PUMP STILLING BASIN DETAIL**  
NTS



**OVERFLOW DETAIL**  
NTS

PROJECT

**PANICUM PRAIRIE  
WETLAND  
RESTORATION**

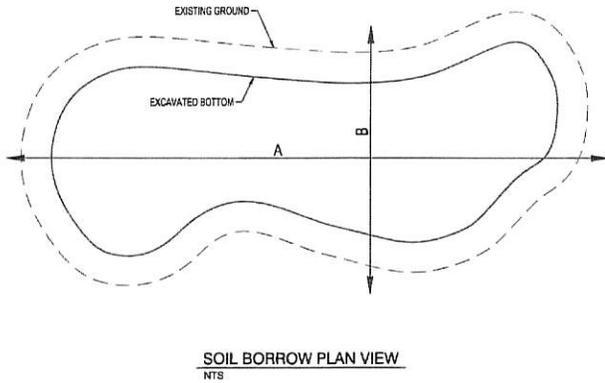
FREEMAN TWP. MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

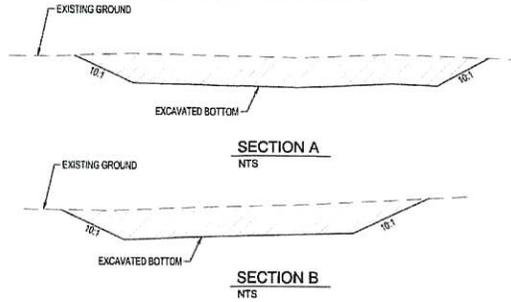
PROJECT NO. 21-25988  
FILE NAME 25988 DETAILS  
DRAWN BY JAT  
DESIGNED BY JMW  
REVIEWED BY BKS  
ORIGINAL ISSUE DATE 06/18/24  
CLIENT PROJECT NO. -

**DETAILS**





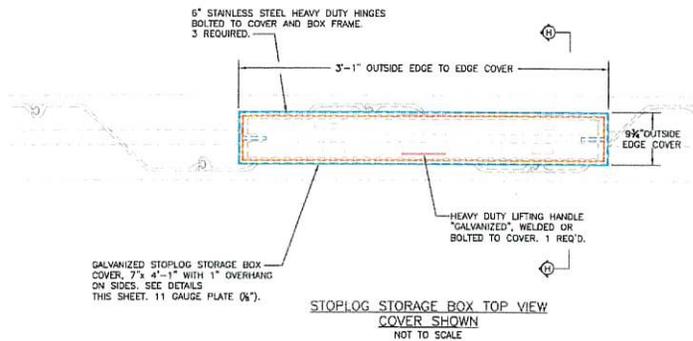
SOIL BORROW AREAS			
ID	North-South (LF)	East-West (LF)	Depth (FT)
1	650	613	1.3
2	557	327	1
3	262	1140	0.5



SOIL BORROW PLAN VIEW  
NTS

SECTION A  
NTS

SECTION B  
NTS

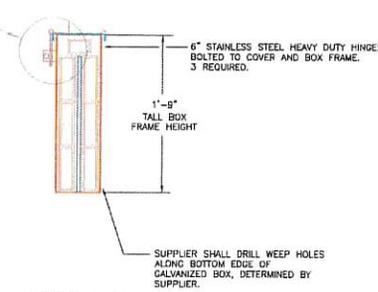


STOPLOG STORAGE BOX TOP VIEW  
COVER SHOWN  
NOT TO SCALE

STAINLESS STEEL HINGED LOCKING CLASP SHALL HINGE ON COVER AND EXTEND DOWN TO LOCKING PIN. THE LOCKING PIN SHALL HAVE HOLE DRILLED THROUGH SUCH TO ACCEPT PADLOCK BY AGENCY.

HEAVY DUTY LIFTING HANDLE "GALVANIZED", WELDED OR BOLTED TO COVER. 1 REQ'D.

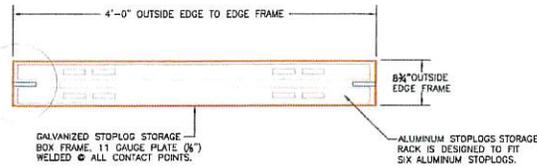
GALVANIZED STOPLOG STORAGE BOX FRAME, 11 GAUGE PLATE (1/8") WELDED @ ALL CONTACT POINTS.



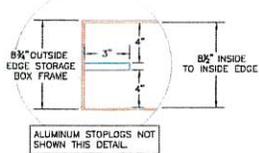
SECTION H-H  
NOT TO SCALE

SUPPLIER SHALL DRILL WEEP HOLES ALONG BOTTOM EDGE OF GALVANIZED BOX, DETERMINED BY SUPPLIER.

GALVANIZED STOPLOG STORAGE BOX COVER, 7'x 4'-11" WITH 1" OVERHANG ON SIDES. SEE DETAILS THIS SHEET. 11 GAUGE PLATE (1/8").



STOPLOG STORAGE BOX TOP VIEW  
NO COVER SHOWN  
NOT TO SCALE



ALUMINUM STOPLOGS NOT SHOWN THIS DETAIL.

**STOPLOG STORAGE BOX NOTES:**

- BOX FRAME AND COVER SHALL BE 11 GAUGE (1/8" THICK) AND BE WELDED @ ALL CONTACT POINTS.
- COVER SHALL HAVE A 1" OVER HANG ON ALL SIDES.
- ALL STOPLOG STORAGE BOX COMPONENTS SHALL BE GALVANIZED.
- SUPPLIER SHALL DRILL WEEP HOLES IN BOTTOM OF BOX.
- 3/4"x3" FLAT BARS SPACERS SHALL BE WELDED @ ALL CONTACT POINTS ALONG BOTTOM AND TACK WELDED (3" BEADS SPACED APART) ALONG BOTH SIDES OF BAR STOCK SUFFICIENT ENOUGH TO WITH STAND FIELD USE.
- SUPPLIER SHALL STAINLESS STEEL HEAVY DUTY HINGES, LIFTING HANDLE, LOCKING CLASP AND LOCKING PIN.
- PAYMENT FOR STOPLOG STORAGE BOX AND ALL COMPONENTS DETAILED THIS SHEET SHALL BE BASED ON THE CONTRACTORS UNIT BID PRICE FOR "GALVANIZED STOPLOG STORAGE BOX."

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BAILEY BOCCCHINO

*Bailey Bocchino*

DATE 08/18/24 LIC. NO. 59268

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PROJECT

**PANICUM PRAIRIE  
WETLAND  
RESTORATION**

FREEMAN TWP. MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO. 21-25968  
FILE NAME 25068 DETAILS  
DRAWN BY JAT  
DESIGNED BY JMW  
REVIEWED BY BDB  
ORIGINAL ISSUE DATE 08/18/24  
CLIENT PROJECT NO.

TITLE  
**DETAILS**

**STORM WATER POLLUTION PREVENTION PLAN NOTES:**

**GENERAL PROJECT INFORMATION:**

**PROJECT NARRATIVE:**

This project consists of a wetland restoration, berm construction, soil borrow areas, pump installation, and enhancing an existing gravel road.

**RESPONSIBLE PARTIES:**

Contractor and Owner are required to apply for and receive a National Pollution Discharge Elimination System (NPDES) Stormwater Construction Permit from the MPCA at least 7 days prior to beginning work.

Contractor and owner shall identify a person knowledgeable and experienced in the application of erosion prevention and sediment control BMPs who will oversee the implementation of the SWPPP.

Company: Contact Person:  
Phone:

Company: Contact Person:  
Phone:

Owner shall identify the entity responsible for the long term Operation and Maintenance of the storm water management system.

Company: MNDNR Contact Person: Jeanine Vortard  
Phone: 507-414-6200

**PROJECT AREAS:**

Total project size (disturbed area) = 16.42 acres  
Exempt disturbance area due to installation = 0.00 acres  
Minimum area requiring MPCA permit = 1.00 acres

**\*\*PROJECT DOES REQUIRE AN MPCA NPDES PERMIT\*\***

Existing area of impervious surface = 0.44 acres  
Post construction area of impervious surface = 0.77 acres

Total new impervious surface area created = 0.33 acres

Minimum area of new impervious surface created requiring permanent storm water management = 1.00 acres

**RECEIVING WATERS:**

Surface waters which will receive storm water from the site within 1 mile (aerial radius measurement) of project boundary. Include waters shown on USGS 7.5 minute quad and all waters identified in Section 23 of the permit.

Name of Water Body	Type (ditch, pond, wetland, lake, etc.)	Special or Impaired Water?
FREEMAN COUNTY DITCH #3	DITCH	NO

Additional BMPs together with enhanced runoff controls are required for discharges to Special or Impaired waters within 1 mile of the site. (See Section 23)

**CONSTRUCTION ACTIVITY NOTES:**

**EROSION PREVENTION:**

Construction of all fences and all other erosion control measures shall be complete before other construction activity occurs. Use planned construction whenever practical and establish turf as soon as possible to minimize sediment transport.

Turf establishment or temporary seeding or mulching of all exposed soil not being actively worked should be practiced following the table below:

Type of Slope or Disturbance Area	Time Area can Remain Open Without Being Actively Worked	
	Normal Water	Special/Impaired
Slopes less than 3:1	14 days	7 days
10:1 to 3:1	14 days	7 days
Flatter 10:1	14 days	7 days
Ditch Buffers	14 days	7 days
Ditch Side Slopes		2 days
Within 200 Feet of Surface Water		1 day

Temporary cover during construction is incidental.

Pipe outlets must be provided with permanent energy dissipation within 24 hours after connection to a surface water.

All exposed non-stable soils shall be seeded at the earliest possible time to prevent/reduce erosion.

Stabilize all areas of the site prior to the onset of winter. Any work still being performed will be snow matched, seeded, and blanketed within the time frames in the NPDES permit.

Provide perimeter control around all stock piles. Place BMP a minimum 5 feet from the toe of the slope where feasible. Do not place stockpiles on natural buffer areas, surface waters or stormwater conveyances.

Topsoil berms must be stabilized in order to be considered perimeter control BMPs. Use rapid stabilization method 2, 3, or 4. The seed mix used in rapid stabilization may be substituted as follows:

- A. Single year construction between May 1 - August 1, seed with 21-111
- B. Single year construction between August 1 and October 31, seed with 21-112
- C. Multi-year construction seed with 22-111

A. Seed in disturbed areas within the right of way shall be MnDOT mixture 25-142 and shall be placed in accordance with MnDOT 2575 with MnDOT category 20 erosion control blanket. Seed shall meet MnDOT Specification 3876. Erosion control blanket shall be in accordance with MnDOT 3885.

B. Seed in berm areas shall be MnDOT mixture 35-541 and shall be placed in accordance with MnDOT 2575. Seed shall meet MnDOT Specification 3876. Mulch shall be Type 4 Mulch with bonded fiber matrix. Type 4 Mulch shall be applied at a rate of 4000 lbs/acre and spread evenly.

C. Seed within wetland areas shall be MnDOT mixture 34-151, shall be placed in accordance with MnDOT 2575. Seed shall meet MnDOT Specification 3876. Mulch shall be MnDOT 3882 Type 3 (MCA certified weed free mulch) or Type 4 Mulch with bonded fiber matrix. Type 3 Mulch shall be applied at a rate of 2.0 tons/acre. Type 3 Mulch shall be disc anchored. Type 4 Mulch shall be applied at a rate of 4000 lbs/acre and spread evenly.

Additional erosion prevention measures may be found in the permit and MPCA's Best Management Practices.

**SEDIMENT CONTROL PRACTICES:**

Construction of silt fences and all other erosion control measures shall be complete prior to land disturbing activities occur.

Inlet protection shall be installed and maintained until turf or pavement has been established.

The contractor shall be responsible to control erosion from leaving the construction zone. All eroded material that leaves the construction zone shall be collected by the contractor and returned to the site at the contractor's expense.

Contractor shall not disturb areas after permanent seeding has been completed. Any work needing to be done in or around these areas shall be re-seeded within the timeframe specified above.

Contractor shall take the necessary steps to minimize soil compaction and preserve topsoil on site.

**INSPECTION AND MAINTENANCE:**

The operator must routinely inspect the construction site once every seven (7) days during active construction and within 24 hours of a rainfall event greater than 0.5 inches in a 24 hour period.

All inspections performed during construction must be recorded and records related with the SWPPP in accordance with the Stormwater Manual. Contractor is responsible for keeping a record of all rainfall data & erosion control maintenance until final establishment of turf.

Perimeter & inlet controls must be repaired, replaced, or supplemented when they become nonfunctional or the sediment reaches 1/2 of the height of the fence. Erosion control and other BMPs must be replaced, repaired, or supplemented when they reach 50% design load.

See MPCA website for example of SWPPP inspection and maintenance forms.

**DEWATERING AND BASIN DRAINING:**

Deewater water directly into pipes or inlets where possible. Use appropriate energy dissipation measures when possible on all discharges.

Dewatering practices cannot cause nuisance conditions, erosion or in receiving channels or inundation of wetlands resulting in adverse impacts.

**POLLUTION PREVENTION:**

All solid waste collected from the construction site must be disposed in accordance with all applicable regulations.

All hazardous materials (oil, gasoline, fuel, paint, etc.) must be properly stored to prevent spills, leaks, or other discharge. Storage areas shall provide secondary containment and a hazardous materials spill kit. Equipment fueling and maintenance shall occur in a designated, contained area. Storage and disposal of hazardous waste must be in compliance with all applicable regulations. All runoff containing any hazardous material must be properly collected and disposed. No engine degreasing shall be allowed on site.

All sanitary wastes must be collected from portable units on site by a licensed sanitary waste management contractor. The units must be secured and shall be maintained on a regular basis as needed to prevent overflowing.

Emergency Spill Plan - The Contractor is responsible for all construction personnel to be informed of the manufacturer's recommended spill cleanup methods, and the location of that information and cleanup supplies. The Contractor shall modify the SWPPP as required within seven calendar days of knowledge of the release to provide a description of the release, the circumstances leading to the release, and the date of the release. Plans must identify measures to prevent the recurrence of such releases. If a spill occurs, the following steps shall be followed:

1. Observe the safety precautions associated with the spilled material. Stop the source of the spill, if you can do so safely. Call 911 if fire or public safety hazards are created.
2. Contain the spilled material. Dike, sand, or any semi-impermeable material may be used to create a containment structure to prevent the material from flowing.
3. Report the spill to the Minnesota Duty Officer at (651) 549-5451.
4. Clean up the spilled material and dispose of the wastes properly. With the exception of used oil, waste generated from petroleum spills that have been reported and cleaned up immediately are exempt from Minnesota's Hazardous Waste Rules. Waste generated from used oil spills must be sent to a facility for energy recovery.

The contractor is responsible for monitoring air pollution and ensuring it does not exceed levels set by local, state, or federal regulations. This includes dust created by work being performed on the site. Air pollution and dust control correction is considered incidental to the unit bid prices for which work is being performed. Additional dust control measures may be required by the Engineer.

Concrete washout onsite: All liquid and solid wastes generated by concrete washout operations must be contained in a leak-proof containment facility or impermeable liner. A compacted clay liner that does not allow washout fluids to enter ground water is considered an impermeable liner. The liquid and solid wastes must not contact the ground, and there must not be runoff from the concrete washout operations or areas. Liquid and solid wastes must be disposed of properly and in compliance with MPCA regulations. A sign must be installed adjacent to each washout facility to inform concrete equipment operators to utilize the proper facilities.

**FINAL STABILIZATION:**

The operator must ensure final stabilization of the site. The operator must submit a Notice of Termination within 30 days after final stabilization is complete or control has been passed to another owner. All temporary erosion control measures and BMPs must be removed as part of the final site stabilization.

The storm water permit further defines final stabilization and its requirements.

**Soil Survey Report**

Area of Interest (AOI) Information  
Area: 90.27 acres

Jun 14 2024 10:10:10 Central Daylight Time



Soil Survey

Soil Survey	Soil Type	Area (Acres)	Percentage of Total Area	Soil Name	Soil Description	Soil Code	Soil Class
1	Moist, rich, brownish, clay loam, deep	100	100%	380	380	380	380
2	Moist, rich, clay loam, deep	100	100%	380	380	380	380
3	Moist, rich, clay loam, deep	100	100%	380	380	380	380



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JENNIFER WIDMER  
DATE: 06/18/24 LIC. NO. 61313

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PROJECT

**PANICUM PRAIRIE  
WETLAND  
RESTORATION**

FREEMAN TWP. MINNESOTA

DATE	REVISION SCHEDULE	DESCRIPTION	BY

PROJECT NO. 21-25968  
FILE NAME 25968 SWPPP  
DRAWN BY JAT  
DESIGNED BY JMW  
REVIEWED BY BFB  
ORIGINAL ISSUE DATE 06/16/24  
CLIENT PROJECT NO. -

TITLE

**SWPPP NOTES**

SHEET

**8**

Item Code	Item	Unit	Estimated Quantity
31.3700.1000.07	CLASS III RIPRAP WITH TYPE IV GEOTEXTILE FABRIC	CY	370
31.2500.1000.03	INSTALL SILT FENCE	LF	3000





Seeding Legend			
Symbol	Description	Units	Quantity
	25-142 Agricultural Roadside w/ Type 4 Mulch	AC	1.30
	35-541 Mesic Prairie Southwest w/ Type 4 Mulch	AC	4.14
	34-583 Emergent Wetland w/ Type 3 or 4 Mulch	AC	13.35
	25-142 Agricultural Roadside w/ Type 3 or 4 Mulch	AC	1.23



Legend	
	Public Ditch
	SB Fence
	Pasture
	Wetland Seeding
	Berm Seeding
	Roadside Seeding

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*Jennifer Widmer*  
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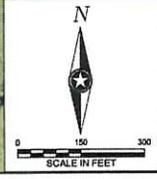
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PROJECT  
**PANICUM PRAIRIE**  
**WETLAND**  
**RESTORATION**  
 FREEMAN TWP. MINNESOTA

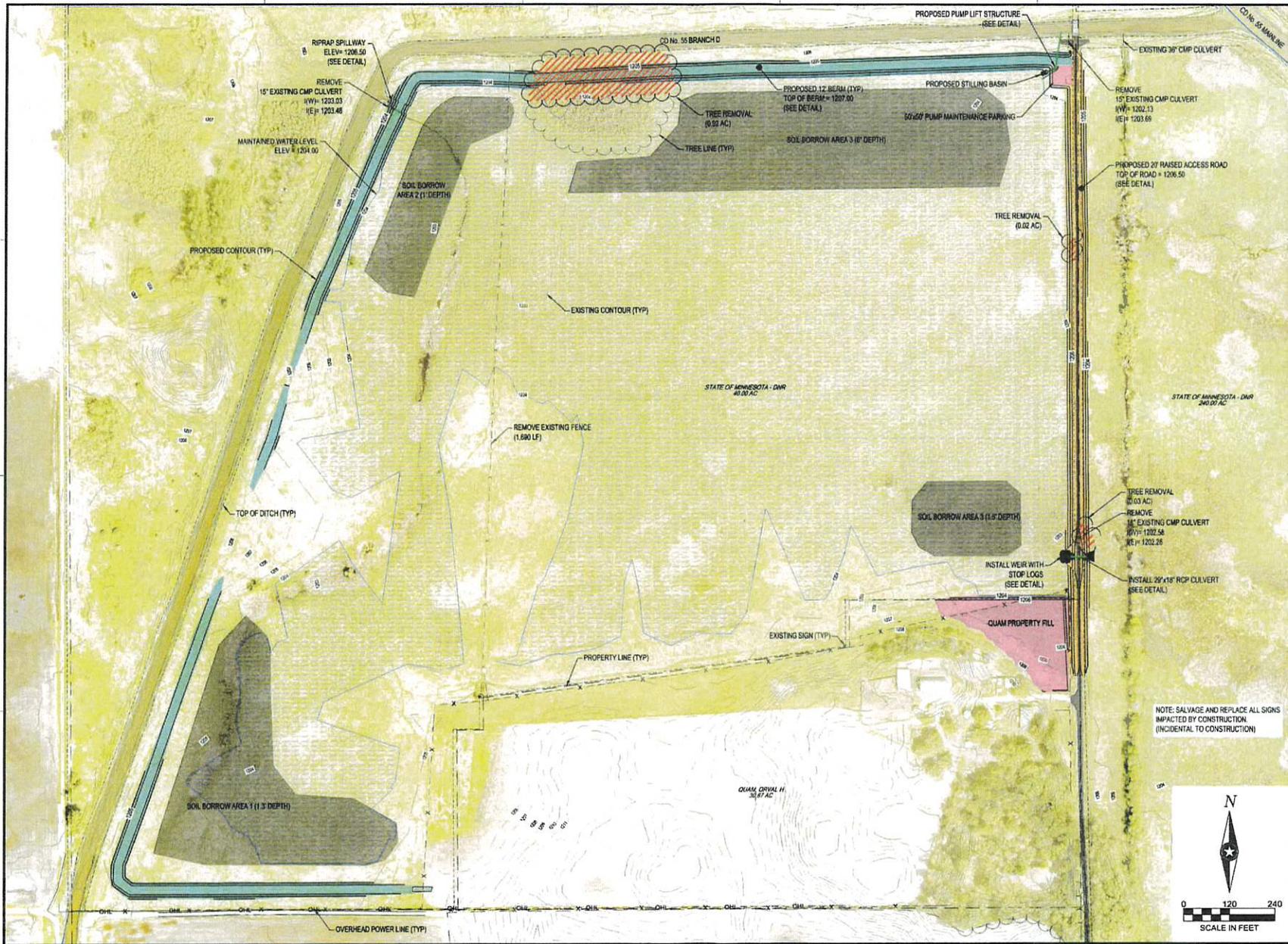
REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO. 21-25968  
 FILE NAME 25468 SWPPP  
 DRAWN BY JAT  
 DESIGNED BY JAW  
 REVIEWED BY BRB  
 ORIGINAL ISSUE DATE 06/18/24  
 CLIENT PROJECT NO. -

TITLE  
**SWPPP**



SHEET  
**10** OF 24



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*Bailey Bocchino*  
DATE: 08/18/24 LIC. NO. 59968

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PROJECT

**PANICUM PRAIRIE  
WETLAND  
RESTORATION**

FREEMAN TWP. MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.	21-25968
FILE NAME	25968 OVERALL GRADE
DRAWN BY	JAT
DESIGNED BY	JMW
REVIEWED BY	BPB
ORIGINAL ISSUE DATE	08/18/24
CLIENT PROJECT NO.	-

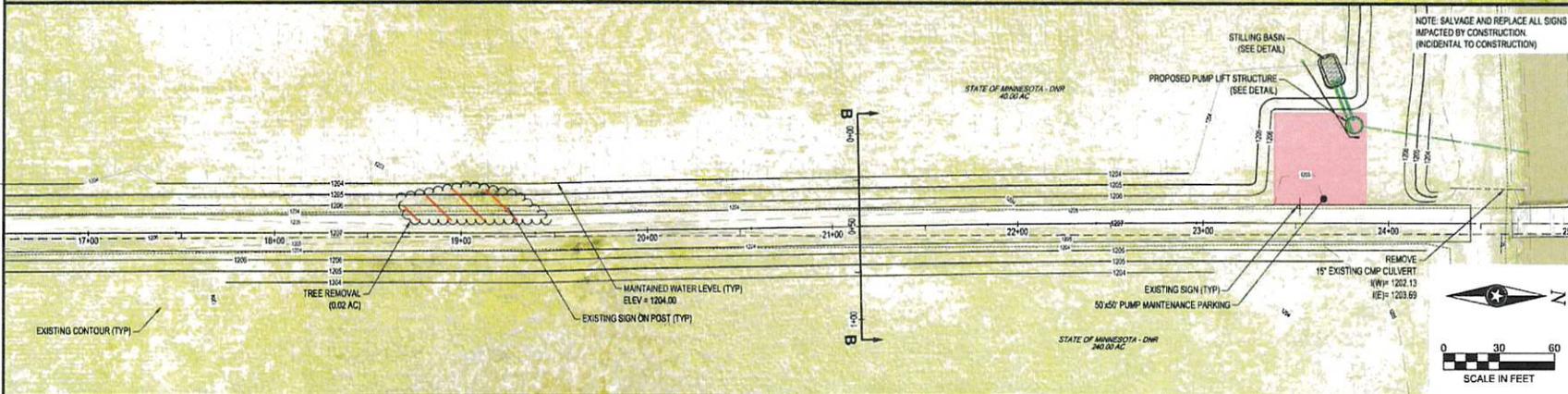
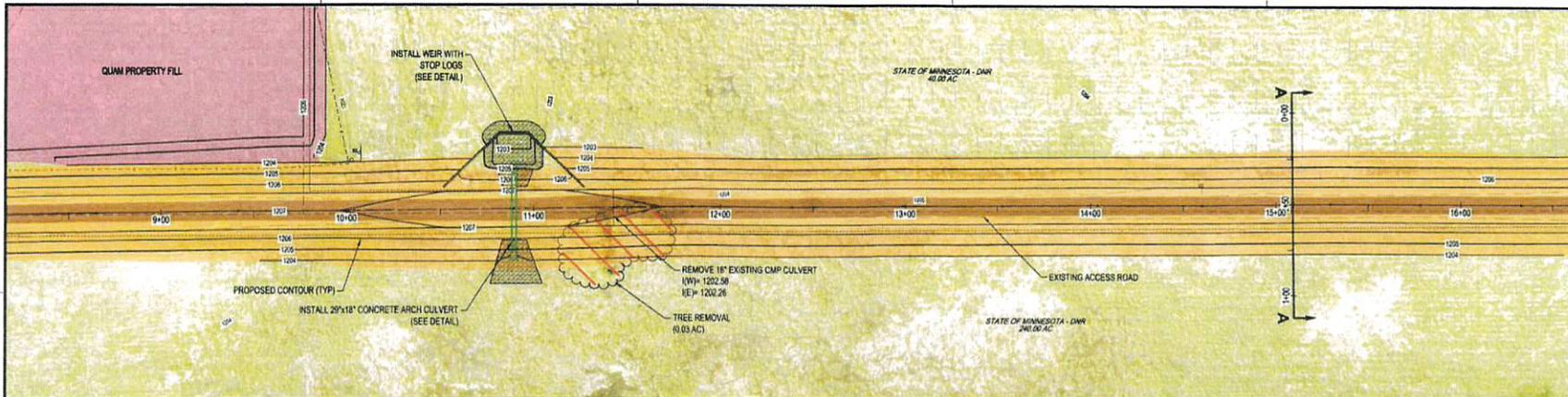
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**OVERALL  
GRADING**

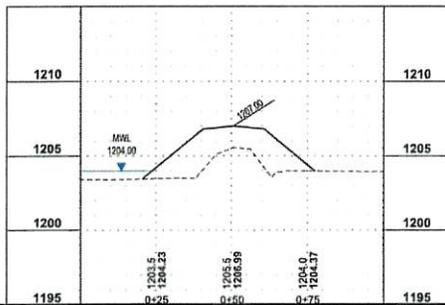
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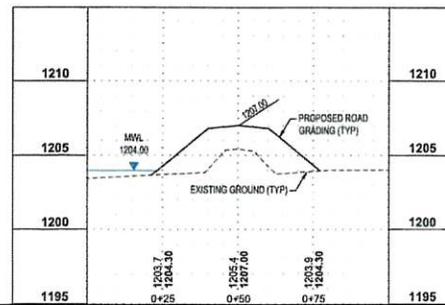
NOTE: SALVAGE AND REPLACE ALL SIGNS IMPACTED BY CONSTRUCTION (INCIDENTAL TO CONSTRUCTION)



A - A



B - B



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BAILIEY BOCCCHINO

*Bailiey Boccchino*

DATE 06/18/24 LIC NO. 59268

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PROJECT

**PANICUM PRAIRIE  
WETLAND  
RESTORATION**

FREEMAN TWP. MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO. 21-25968

FILE NAME 261668 ROAD GRADE

DRAWN BY JAT

DESIGNED BY JMW

REVIEWED BY BJB

ORIGINAL ISSUE DATE 06/18/24

CLIENT PROJECT NO. -

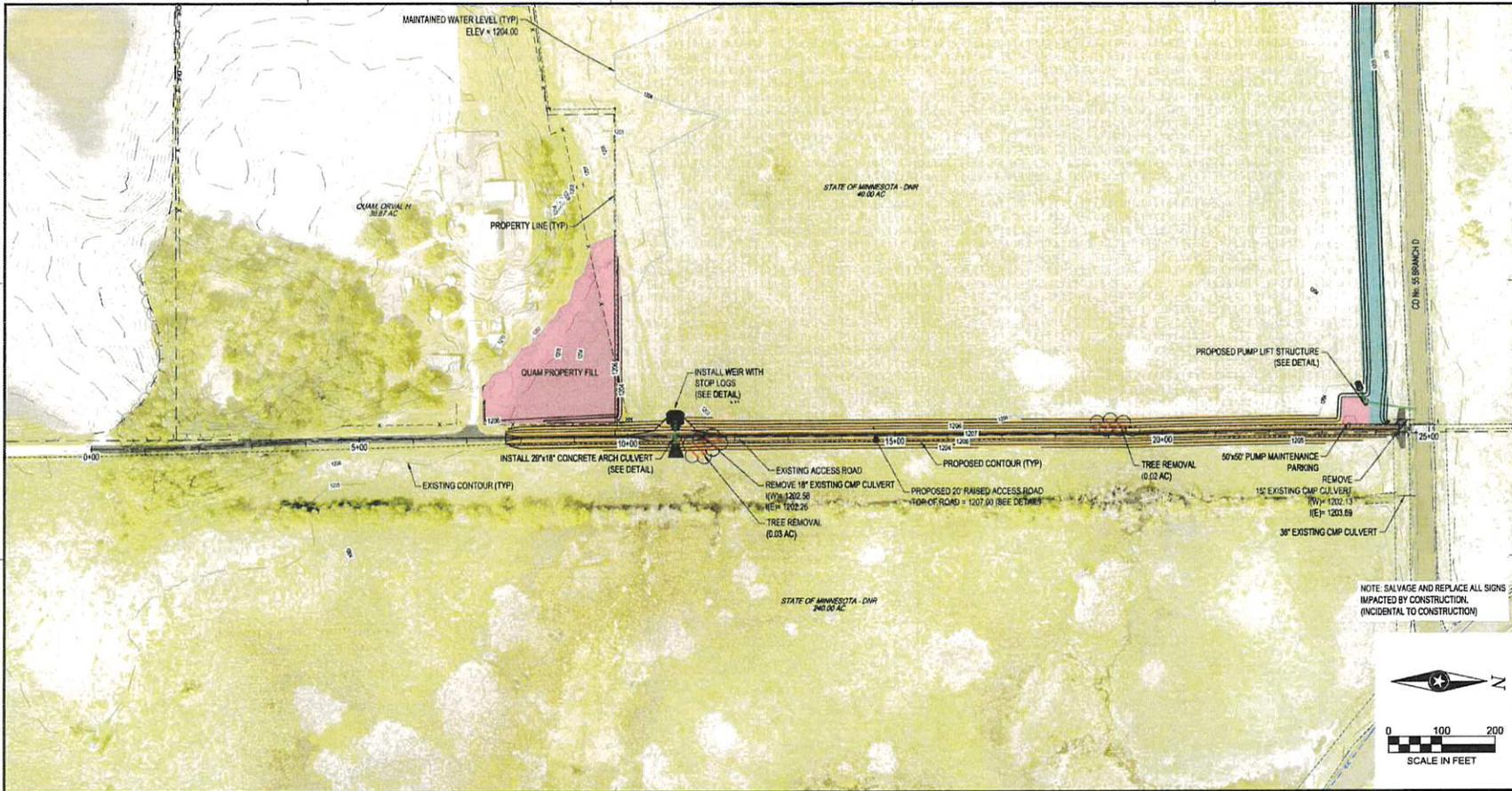
TITLE

**DETAILED  
GRADING (ROAD)**

SHEET

**12**

OF 24



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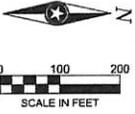
DATE: 06/18/24 LIC. NO. 559288  
 BAILEY BOCCCHINO

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PROJECT

**PANICUM PRAIRIE  
 WETLAND  
 RESTORATION**

FREEMAN TWP. MINNESOTA

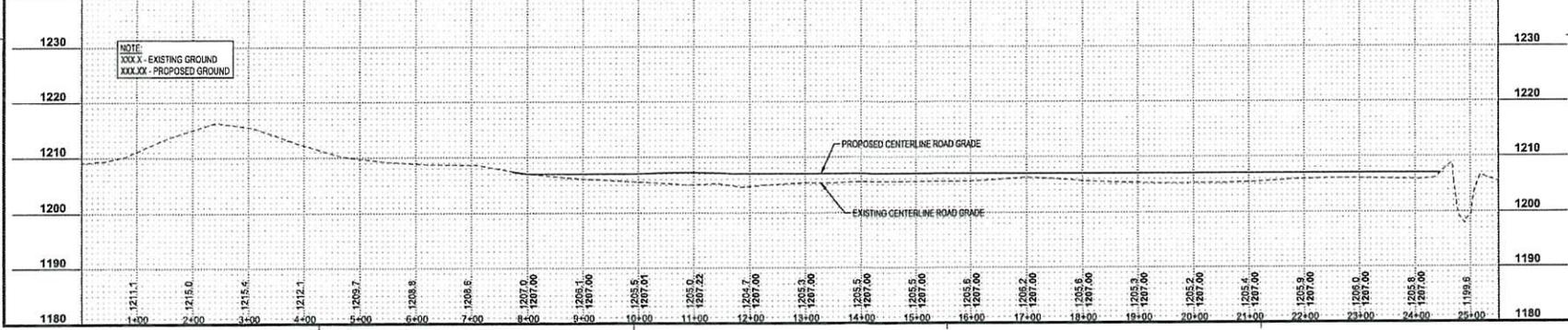


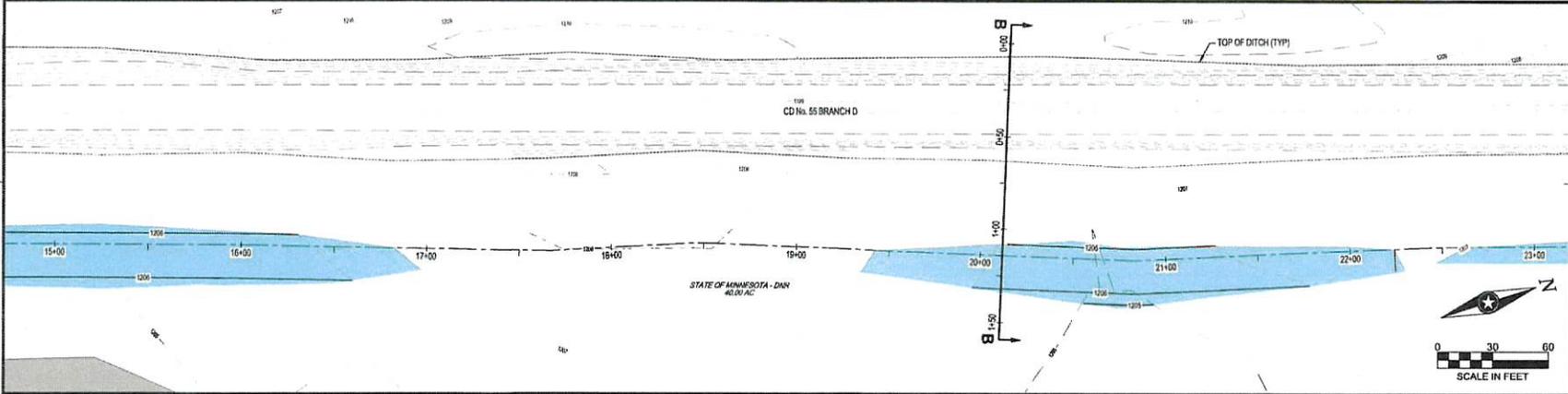
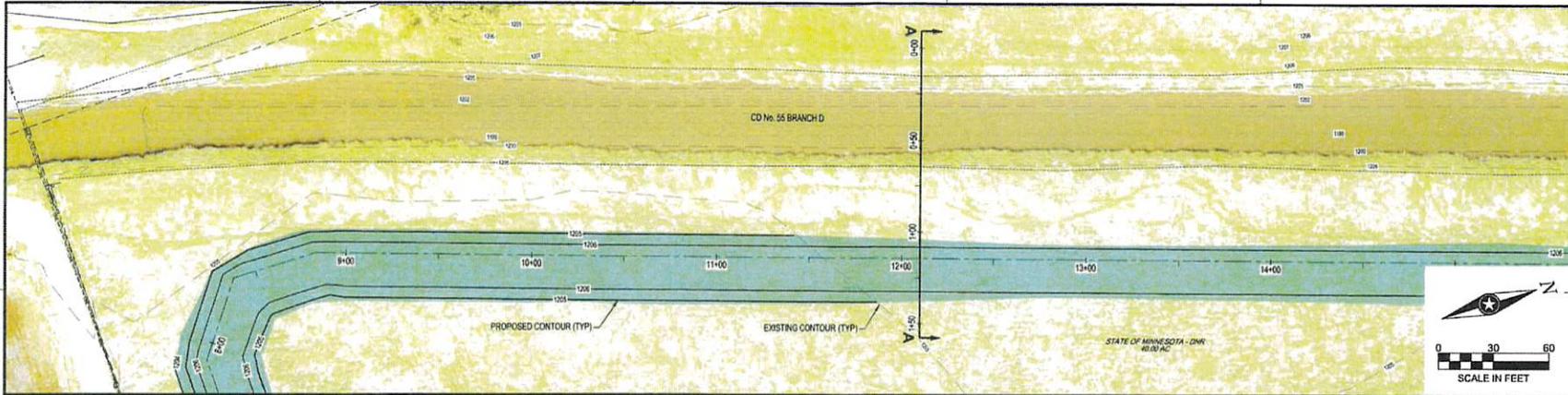
REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.	21-25968
FILE NAME	25968 CL PROFILES
DRAWN BY	JAT
DESIGNED BY	JHW
REVIEWED BY	BPD
ORIGINAL ISSUE DATE	06/18/24
CLIENT PROJECT NO.	-

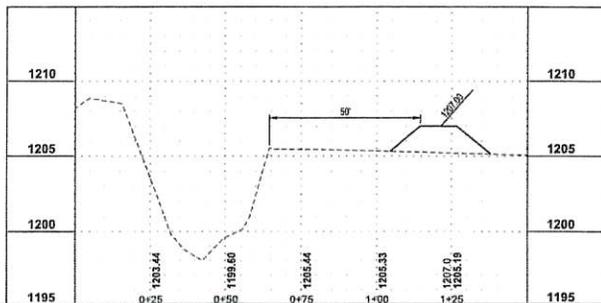
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 GRADING (ROAD)**

SHEET **13** OF 24

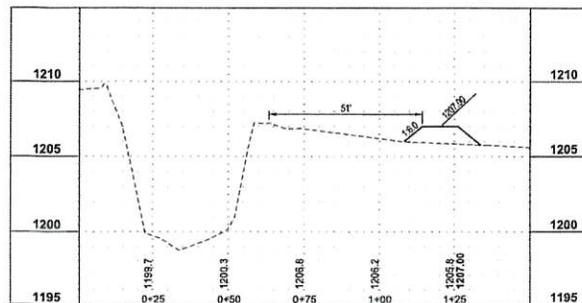




A - A



B - B



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*Bailey Bocchino*  
DATE 08/18/24 LIC. NO. 59988

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PROJECT

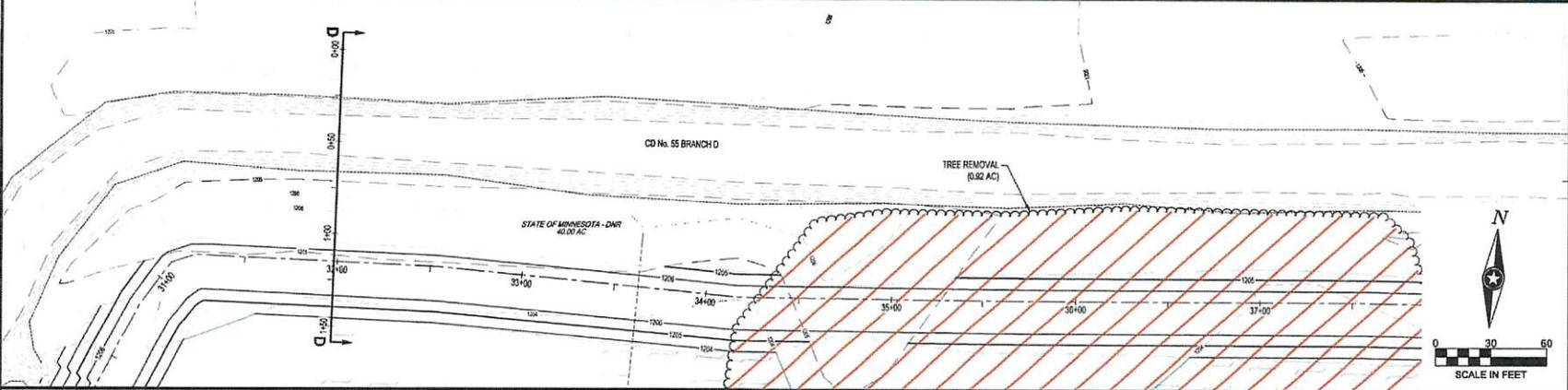
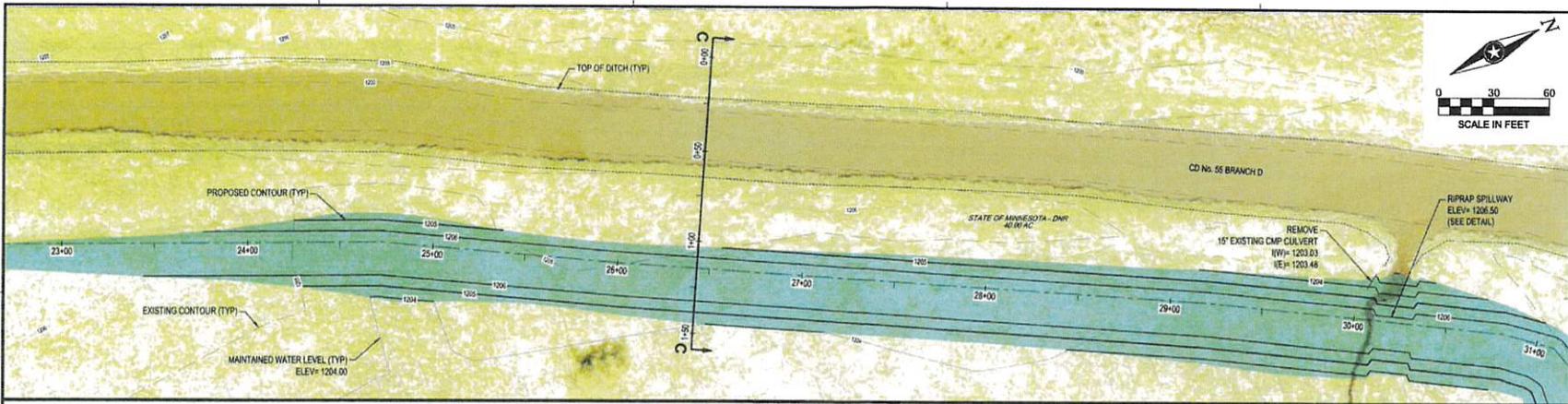
**PANICUM PRAIRIE  
WETLAND  
RESTORATION**

FREEMAN TWP. MINNESOTA

DATE	REVISION SCHEDULE DESCRIPTION	BY

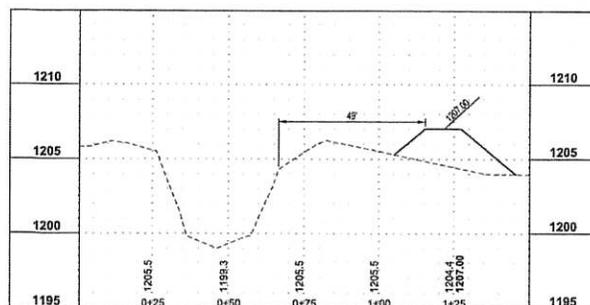
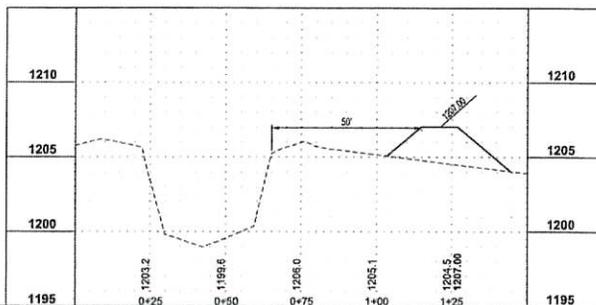
PROJECT NO. 21-25088  
FILE NAME 25088 BERM GRAD  
DRAWN BY JAT  
DESIGNED BY JMW  
REVIEWED BY BPH  
ORIGINAL ISSUE DATE 08/18/24  
CLIENT PROJECT NO. -

**DETAILED  
GRADING (BERM)**



C-C

D-D



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PROJECT

**PANICUM PRAIRIE  
WETLAND  
RESTORATION**

FREEMAN TWP. MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO. 21-25908  
FILE NAME 35088 BERM GRADE  
DRAWN BY JAT  
DESIGNED BY JHW  
REVIEWED BY BPS  
ORIGINAL ISSUE DATE 06/18/24  
CLIENT PROJECT NO. -

TITLE  
**DETAILED  
GRADING (BERM)**

ISG

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PROJECT

**PANICUM PRAIRIE  
WETLAND  
RESTORATION**

FREEMAN TWP. MINNESOTA

REVISION SCHEDULE

DATE	DESCRIPTION	BY

PROJECT NO. 21-25968

FILE NAME 25968 BERM GRADE

DRAWN BY JAF

DESIGNED BY JAF

REVIEWED BY BPF

ORIGINAL ISSUE DATE 09/18/24

CLIENT PROJECT NO. -

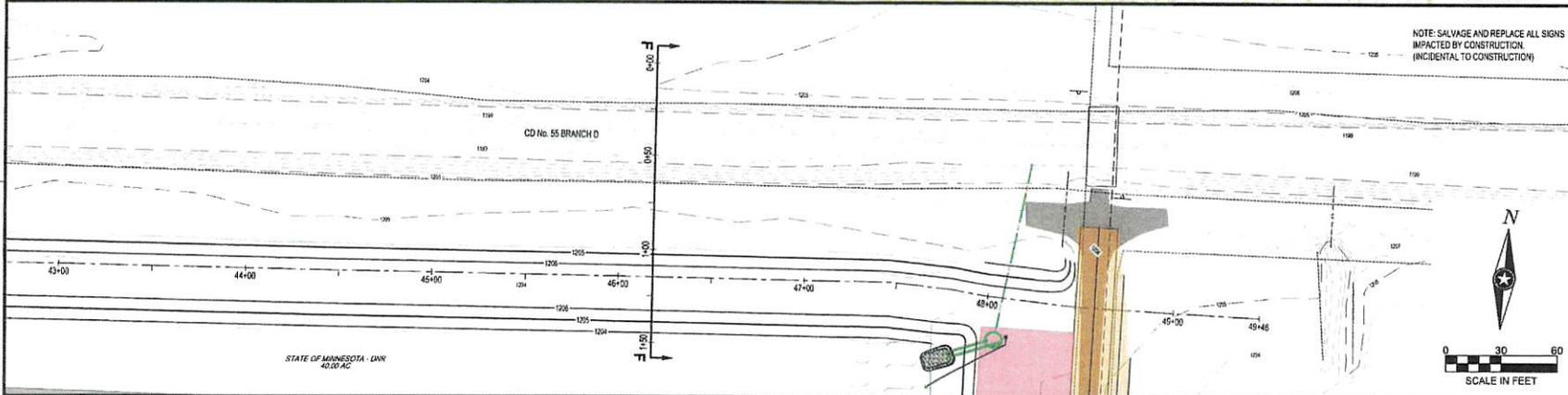
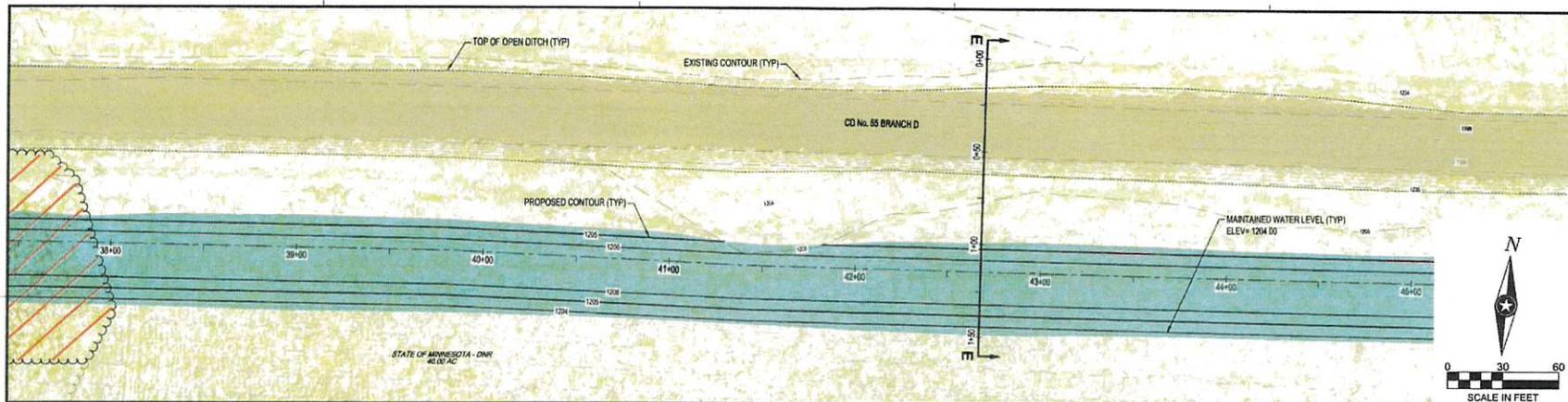
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**DETAILED  
GRADING (BERM)**

SHEET

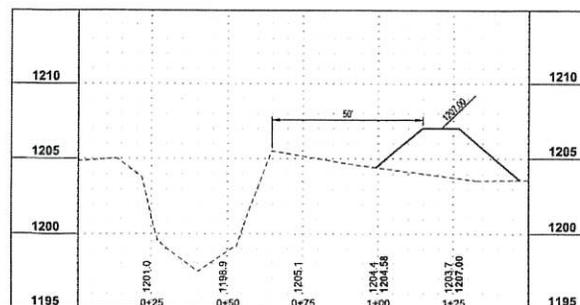
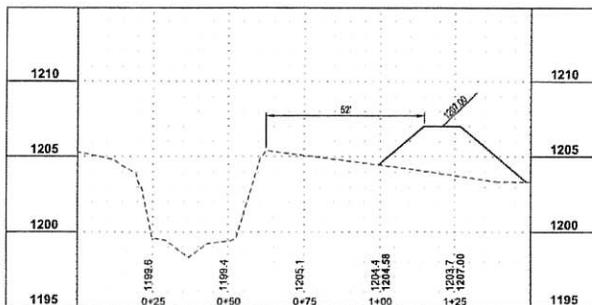
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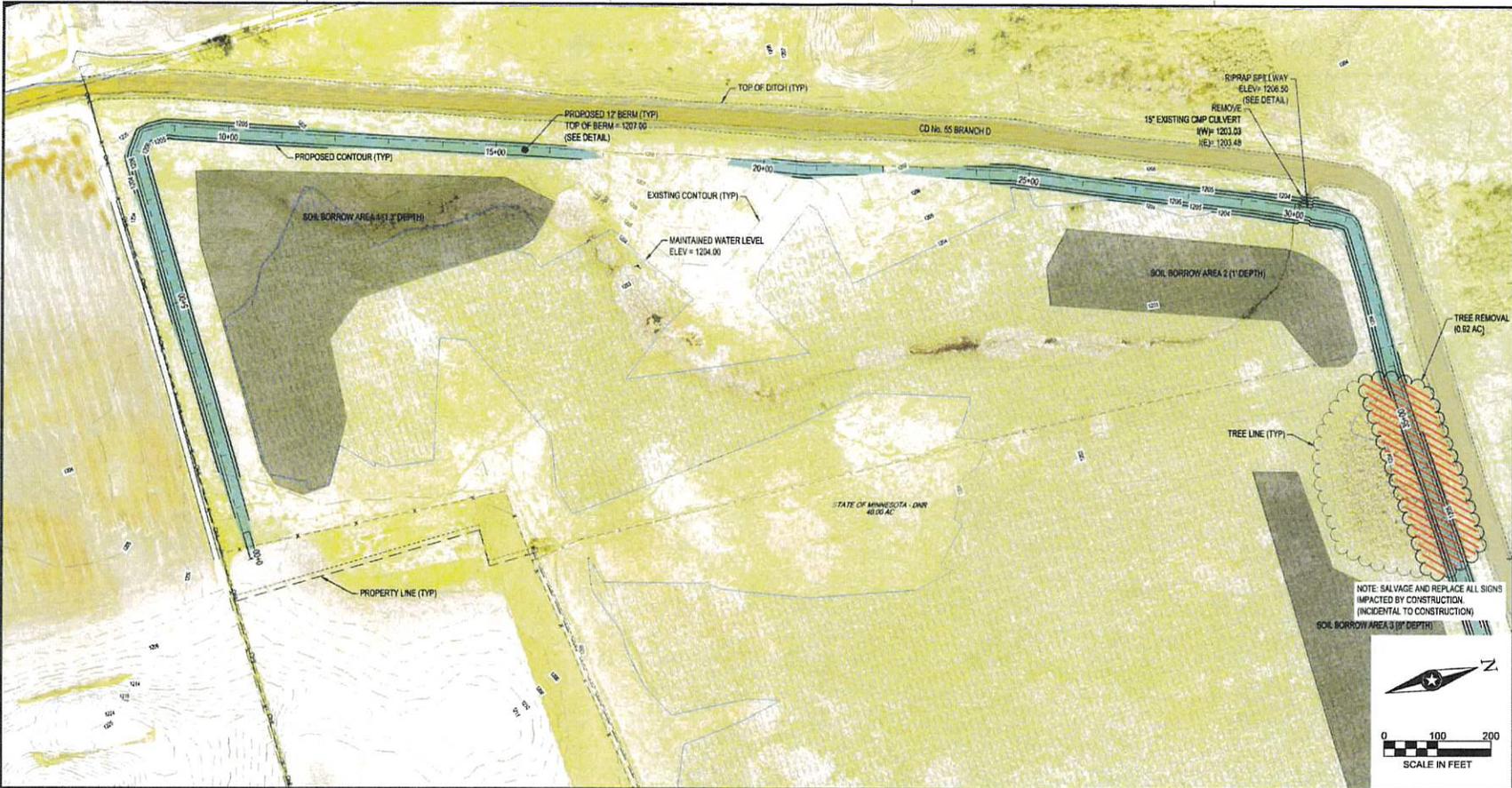
OF 24



E-E

F-F





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PROJECT

**PANIC PRAIRIE  
WETLAND  
RESTORATION**

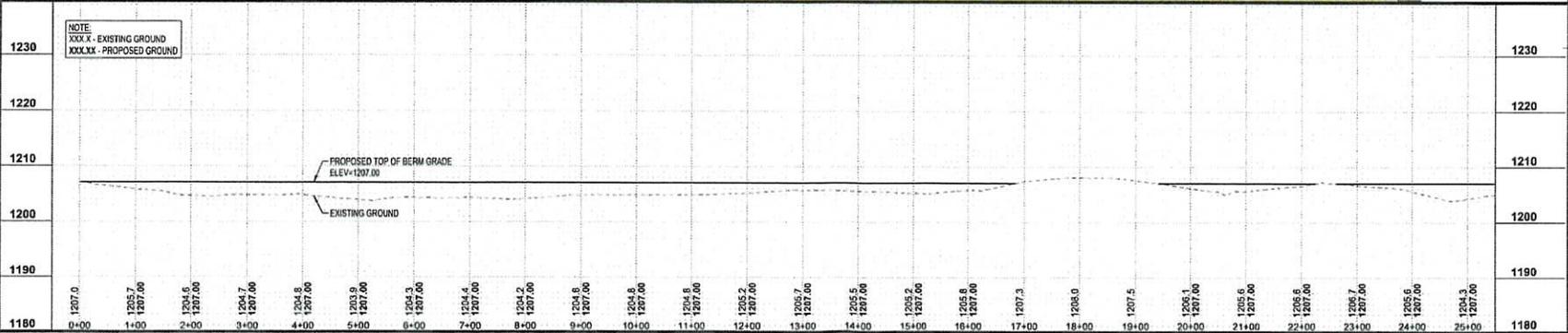
FREEMAN TWP. MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

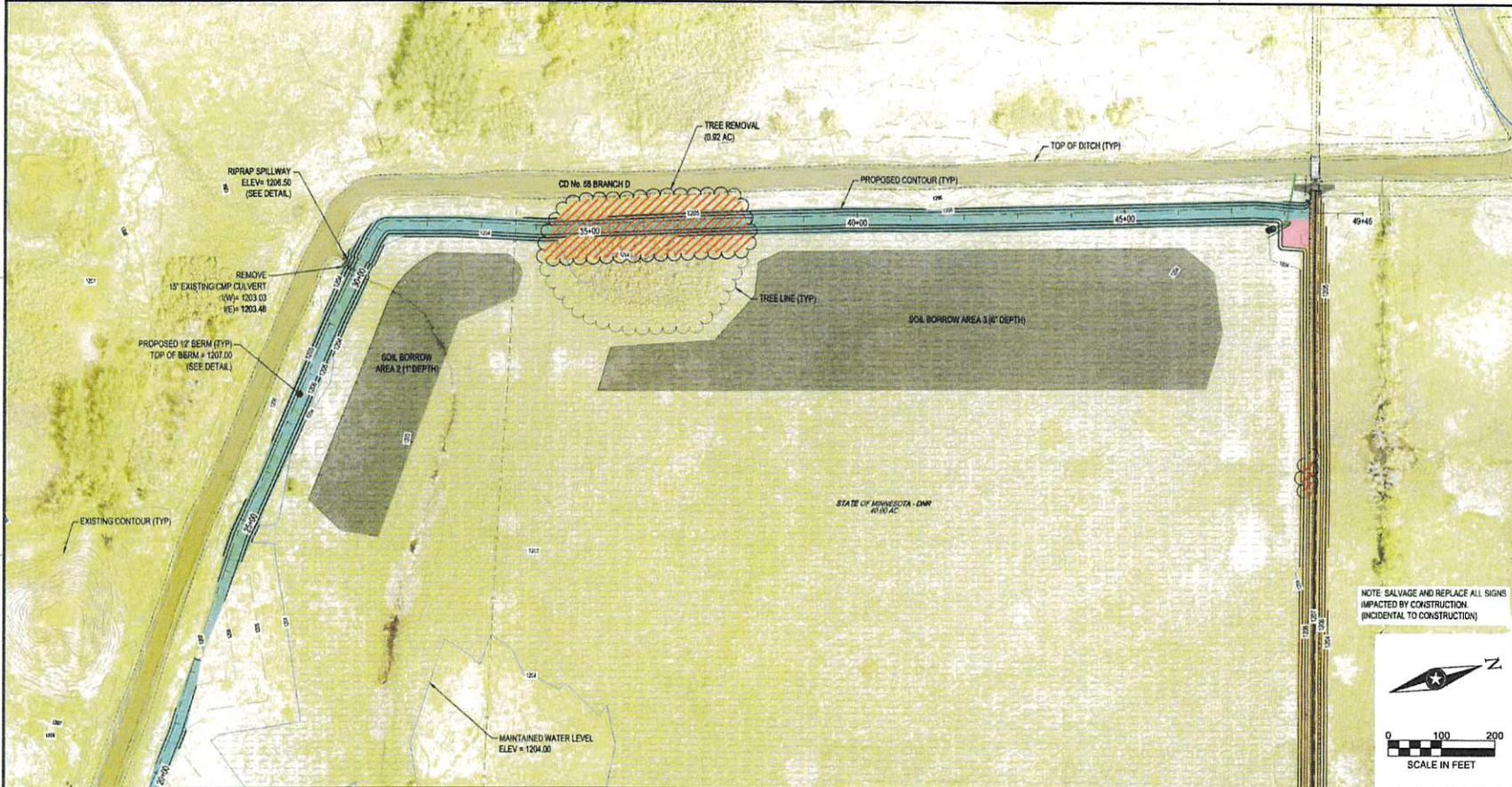
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FILE NAME 25968 CL PROFILES  
DRAWN BY JAT  
DESIGNED BY JMW  
REVIEWED BY BFB  
ORIGINAL ISSUE DATE 09/18/24  
CLIENT PROJECT NO. -

**DETAILED  
GRADING (BERM)**

SHEET  
**17**  
OF 24



NOTE:  
XXX.X - EXISTING GROUND  
XXX.XX - PROPOSED GROUND



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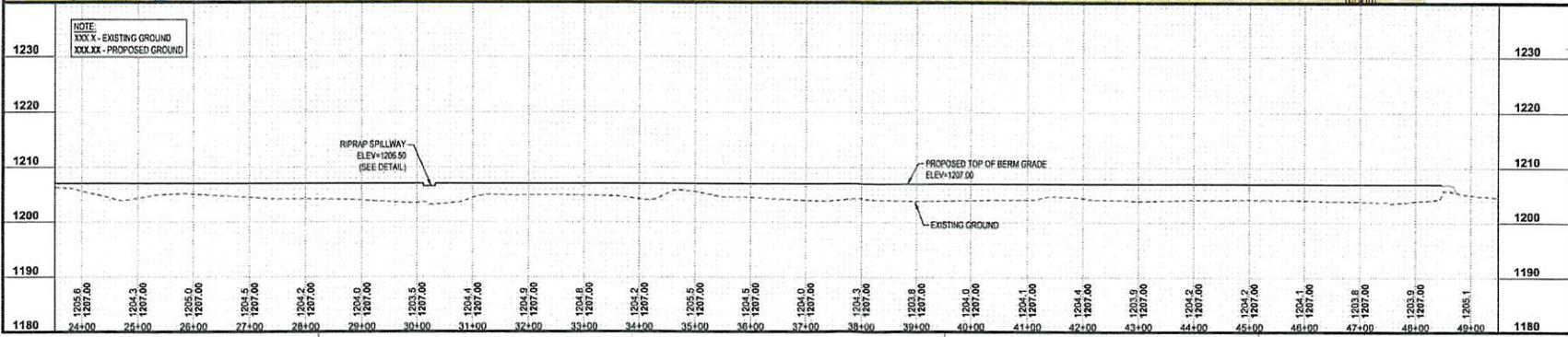
PROJECT

**PANICUM PRAIRIE**

**WETLAND RESTORATION**

FREEMAN TWP., MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY



NOTE:  
XXX-X - EXISTING GROUND  
XXX-XX - PROPOSED GROUND

PROJECT NO. 21-25968

FILE NAME 25968 CL PROFILES

DRAWN BY JAT

DESIGNED BY JMW

REVIEWED BY BFB

ORIGINAL ISSUE DATE 06/18/24

CLIENT PROJECT NO. -

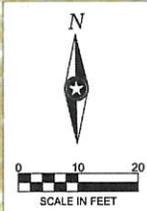
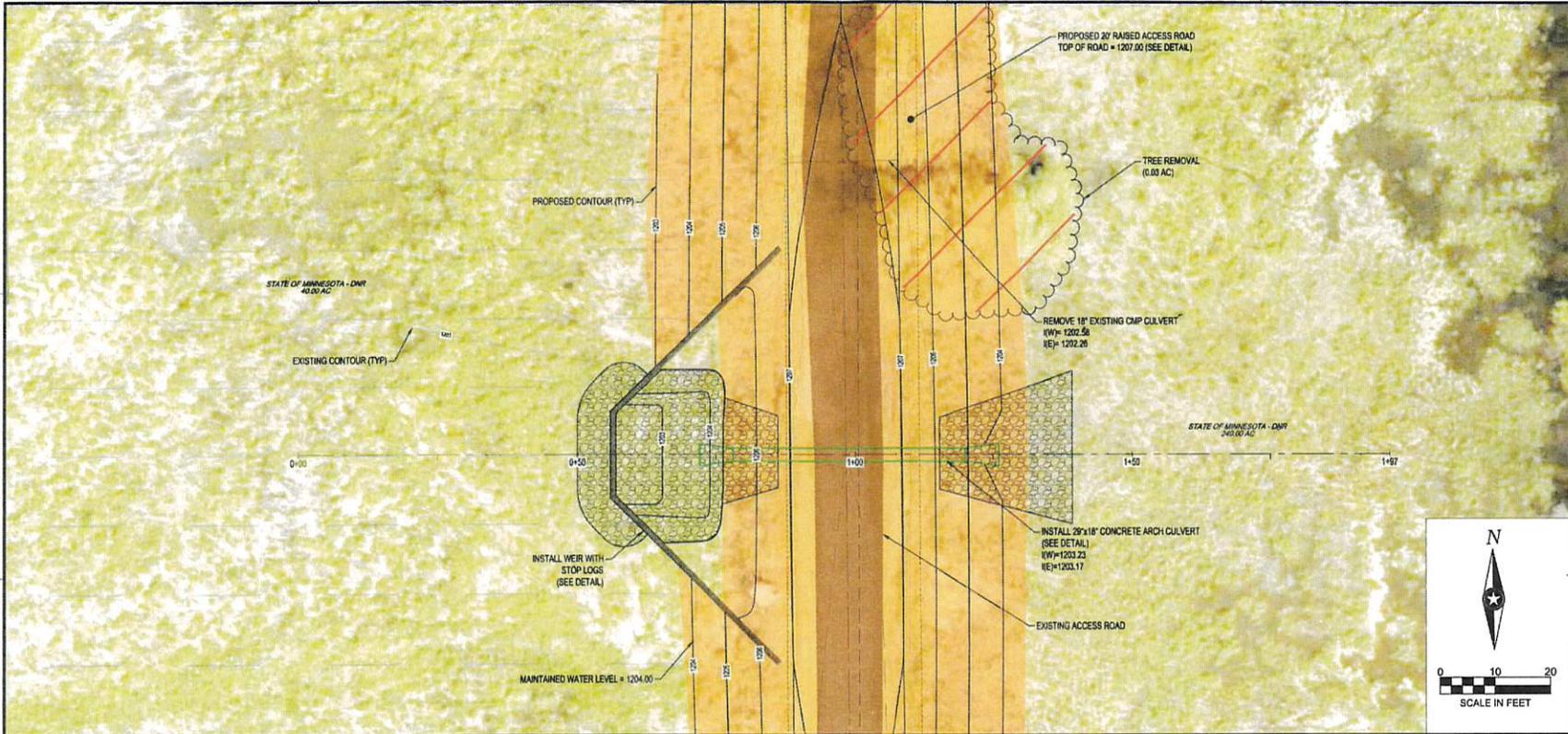
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**DETAILED GRADING (BERM)**

SHEET

**18**

OF 24



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PROJECT

**PANICUM PRAIRIE**

**WETLAND RESTORATION**

FREEMAN TWP. MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

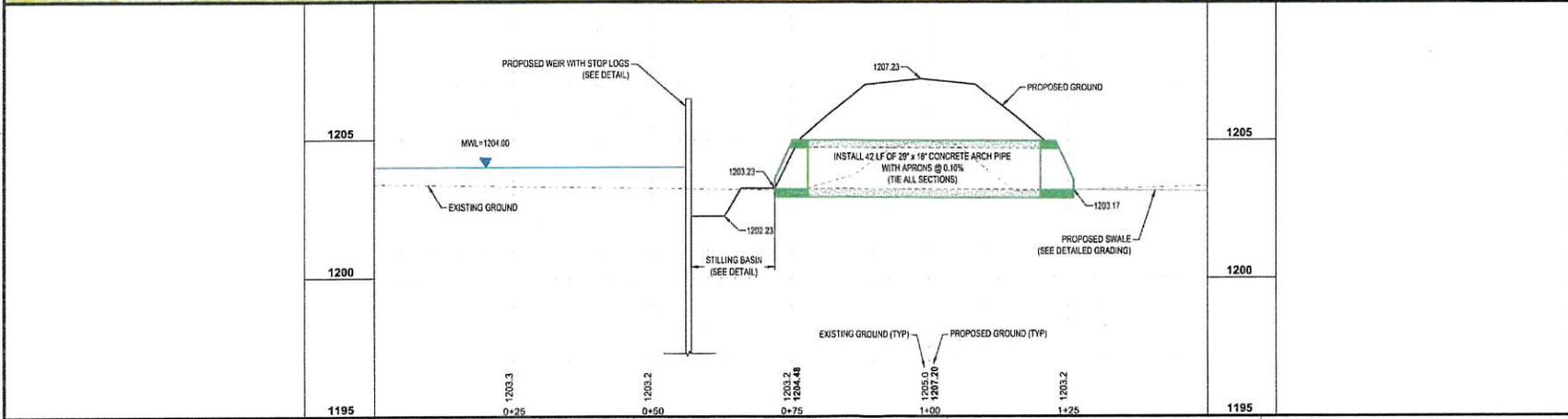
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FILE NAME	25069 PUMP
DRAWN BY	JAT
DESIGNED BY	JMW
REVIEWED BY	BPB
ORIGINAL ISSUE DATE	06/18/24
CLIENT PROJECT NO.	

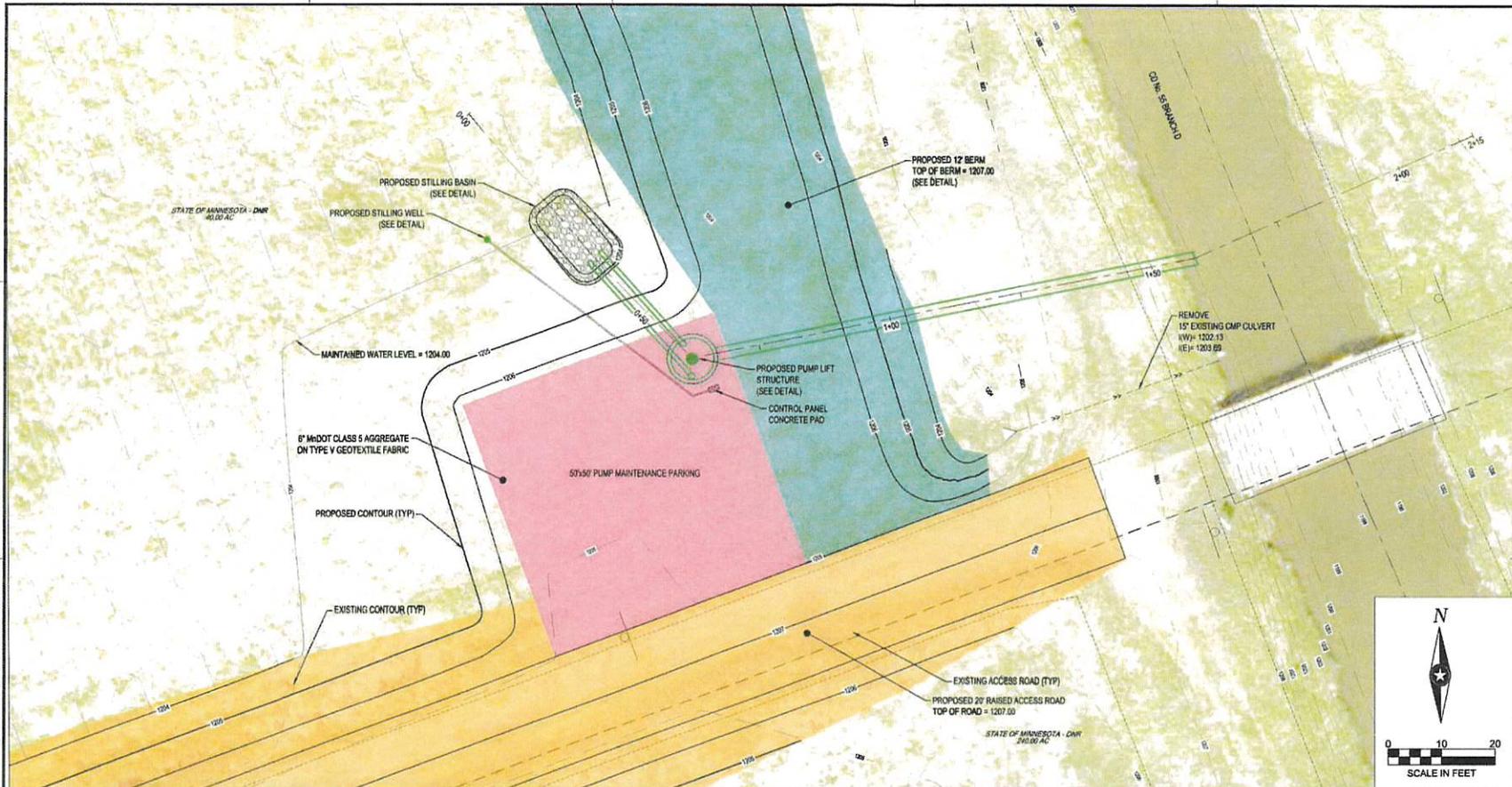
TITLE

**DETAILED GRADING (WEIR)**

SHEET

**19** OF 24





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PROJECT

**PANICUM PRAIRIE  
WETLAND  
RESTORATION**

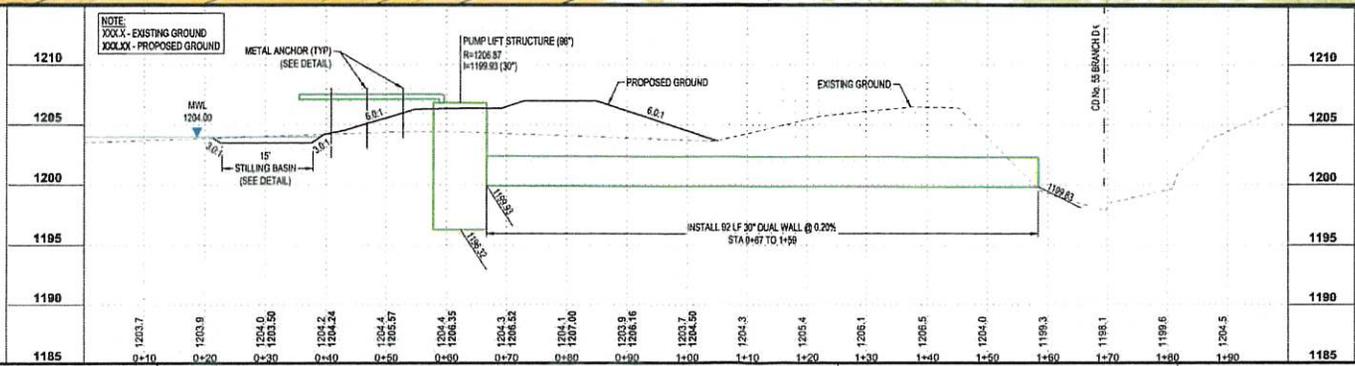
FREEMAN TWP. MINNESOTA

DATE	REVISION SCHEDULE	DESCRIPTION	BY

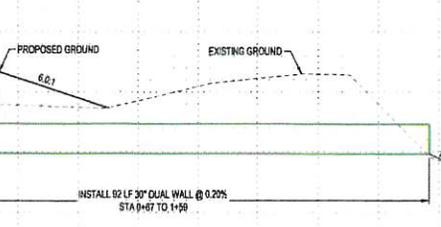
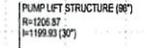
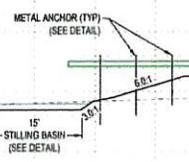
PROJECT NO. 21-26988  
 FILE NAME 25683 PUMP  
 DRAWN BY JKT  
 DESIGNED BY JMW  
 REVIEWED BY BFB  
 ORIGINAL ISSUE DATE 06/18/24  
 CLIENT PROJECT NO. -

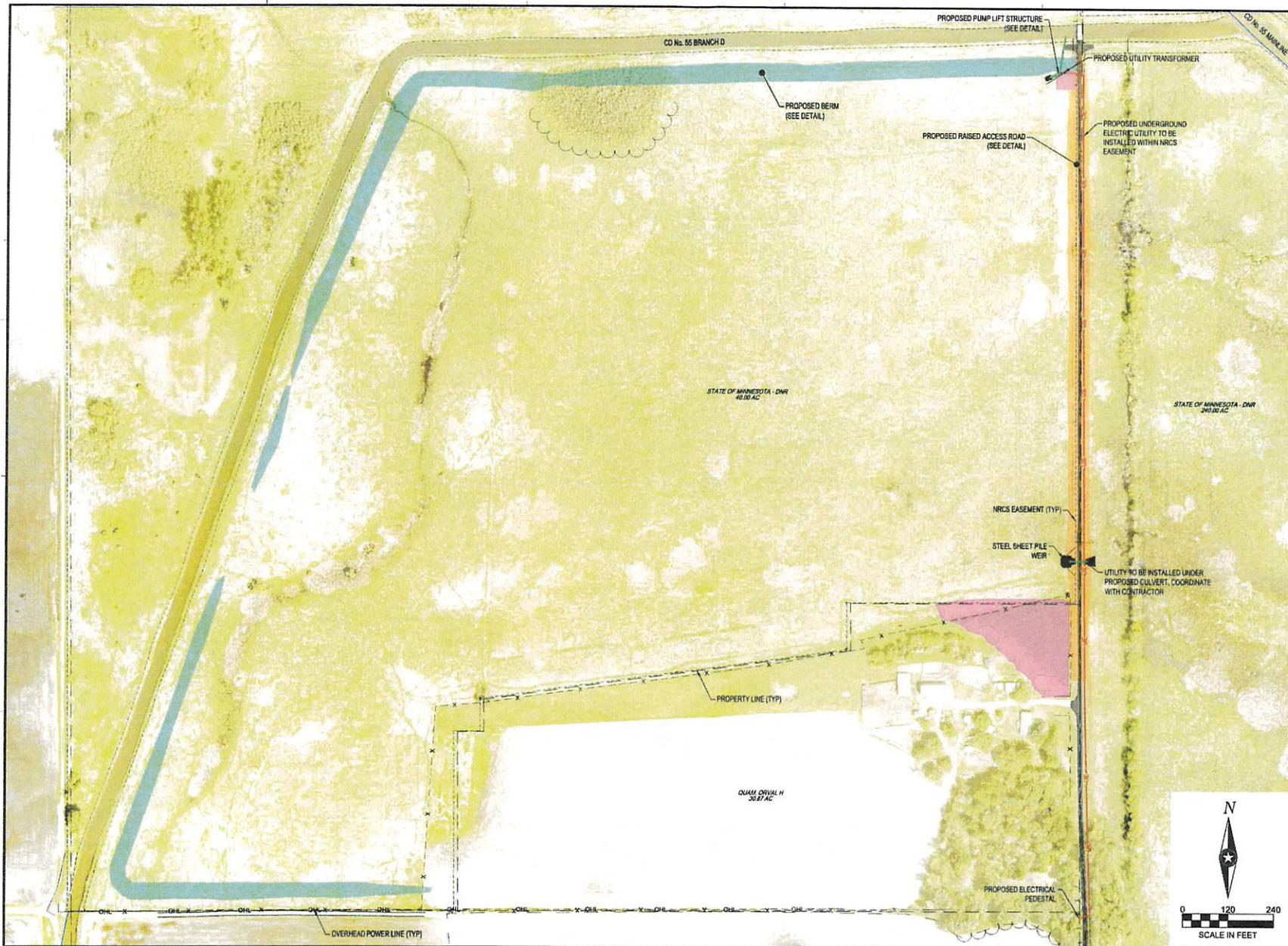
TITLE  
**DETAILED  
GRADING (PUMP  
STRUCTURE)**

SHEET  
**20**  
 OF 24



NOTE:  
 XXXXX - EXISTING GROUND  
 XXXXX - PROPOSED GROUND





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 DATE 08/18/24 I.E. NO. 57184

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PROJECT

**PANIC PRAIRIE  
 WETLAND  
 RESTORATION**

FREEMAN TWP. MINNESOTA

DATE	REVISION SCHEDULE	
	DESCRIPTION	BY

PROJECT NO. 21-25988  
 FILE NAME 25988 ELECTRICAL  
 DRAWN BY JAT  
 DESIGNED BY JMW  
 REVIEWED BY BFB  
 ORIGINAL ISSUE DATE 08/18/24  
 CLIENT PROJECT NO. -

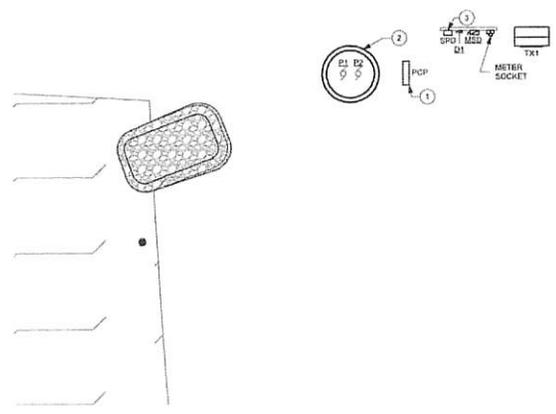
TITLE  
**SITE ELECTRICAL  
 UTILITY PLAN**

SHEET

**21**

OF 24

ELECTRICAL KEYNOTE LEGEND	
1	INSTALL FREE STANDING PUMP CONTROL PANEL BY EQUIPMENT SUPPLIER. ALL CONDUITS SHALL BE STUBBED UNDERNEATH CONTROL PANEL. REFER TO DETAIL.
2	F/4 (1) 2" CONDUITS FROM WET WELL TO PUMP CONTROL PANEL (PCP). INSTALL WET WELL SUBMERSIBLE PUMP CABLES AND LEVEL SENSOR CABLES TO THE PUMP CONTROL PANELS BY EQUIPMENT SUPPLIER.
3	F/4 FREE STANDING EQUIPMENT STAND. REFER TO DETAIL.



1 SITE ELECTRICAL PLAN  
1" = 10'-0"

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DATE 06/17/24 LIC. NO. 57164

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PROJECT  
**PANICUM PRAIRIE**  
**WETLAND RESTORATION**  
FREEMAN TWP MINNESOTA

DATE	REVISION SCHEDULE DESCRIPTION	BY

PROJECT NO. 21-25088  
FILE NAME 25088 Eac R24  
DRAWN BY ERG  
DESIGNED BY ERG  
REVIEWED BY CRI  
ORIGINAL ISSUE DATE 06/17/24  
CLIENT PROJECT NO.

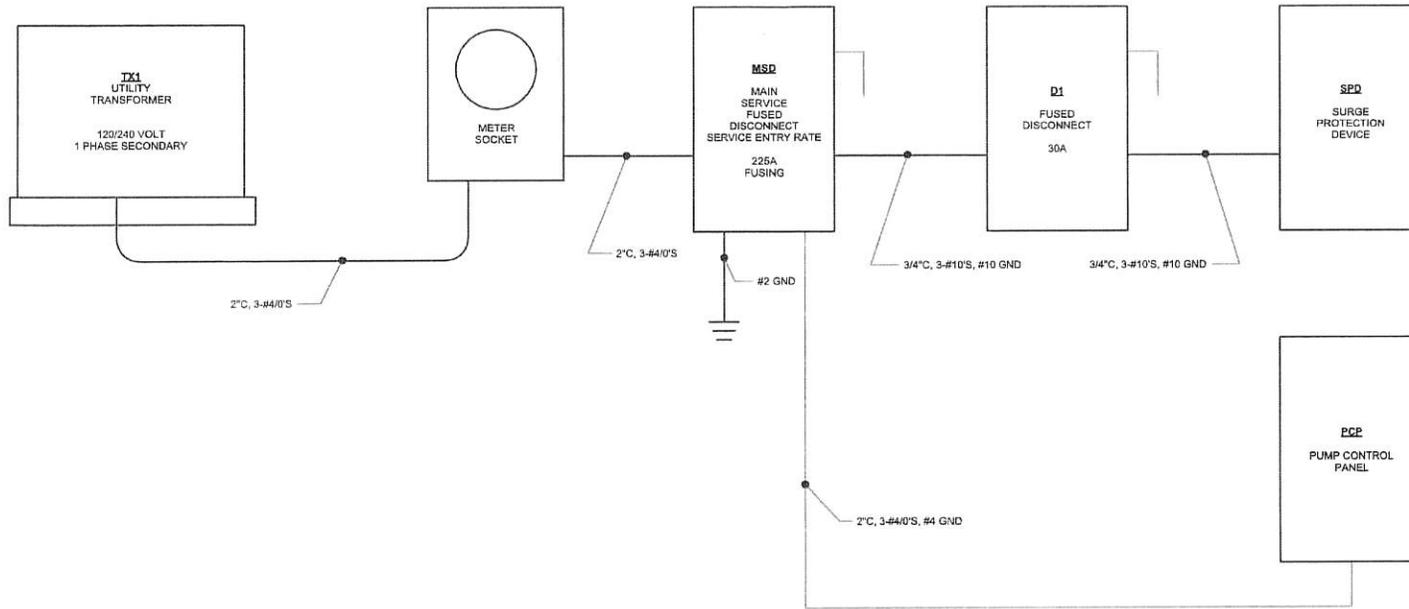
TITLE  
**SITE ELECTRICAL PLAN**

SHEET  
**22 OF 24**





NOTES: CONTRACTOR TO VERIFY AND FOLLOW ALL LOCAL UTILITY REQUIREMENTS.  
ALL SIZES SHOWN ARE MINIMUMS.



1 ELECTRICAL RISER DIAGRAM  
NOT TO SCALE

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DATE: 06/17/24 LIC. NO. 57164

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PROJECT  
**PANICUM PRAIRIE**  
**WETLAND RESTORATION**  
FREEMAN TWP. MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO. 21-25098  
FILE NAME: 22092 Elec P24  
DRAWN BY: EHC  
DESIGNED BY: ERD  
REVIEWED BY: CRI  
ORIGINAL ISSUE DATE: 06/17/24  
CLIENT PROJECT NO.

TITLE  
**ELECTRICAL RISER DIAGRAM**

SHEET  
**23 OF 24**



### ELECTRICAL SYMBOLS LEGEND

RECEPTACLES	SWITCHES	MISC. POWER SYMBOLS	FIRE PROTECTION SYSTEM	NURSE CALL SYSTEM	COMMUNICATIONS	SECURITY	ELECTRICAL PANELS	TAG DESCRIPTIONS
□ SHIMPLEX	1 SINGLE POLE	— DISCONNECT	FA FIRE ALARM CONTROL PANEL	NS NURSE CONTROL PANEL	DATA JACK - WALL	AD ACCESS CONTROLLED DOOR	FLUSH MOUNT PANELBOARD	LEED LIGHTING SCENARIO
□ DUPLEX	2 DOUBLE POLE	— FUSED DISCONNECT	FAP FIRE ALARM ANNUNCIATOR PANEL	DL DOME LIGHT	FLOOR DATA JACK	ADA DOOR OPERATOR	SURFACE MOUNT PANELBOARD	KEYNOTE
□ ISOLATED GROUND	3 3-WAY	— FAN	SD SMOKE DETECTOR	DS DUTY STATION	LAY JACK CEILING	CALLER	PHONE SYSTEM	
□ TAMPER RESISTANT	4 4-WAY	— ELECT. CONTROLLED VALVE	H HEAT DETECTOR	Z ZONE LIGHT	TELEPHONE JACK - WALL	CARD READER - ELECTRONIC		
□ WEATHER PROOF VIOFI	5 EMERGENCY	— FURSTAT	HS HORN STROBE	S STAFF STATION	DATAVOICE JACK - WALL	DURESS BUTTON		
□ CIRCUIT FAULT INTERRUPT	6 FAN	— HAND DRYER	HO HORN ONLY	N NURSE/TOILET STATION	TELEVISION JACK	DOOR CONTACT		
□ CONTROLLED RECEPTACLE	7 KEY OPERATED	— HAIR DRYER	ST STROBE ONLY (C = CLG MTD)		SPEAKER - CEILING	REQUEST TO EXIT		
□ COUNTERTOP RECEPTACLE	8 LOW VOLTAGE	— HEATER	SP SPKR STROBE (C = CLG MTD)		— SPEAKER - WALL/SURFACE	DOOR ALARM ANNUNCIATOR		
□ COMBO RECEPTACLE / USB	9 PULSED LIGHT	— JUNCTION BOX	EX EXTERIOR HIGH W/ STROBE		— BELL	ELECTRIC LOCK		
□ HIGH VOLTAGE	10 TRIP	— MOTOR	MH MSH HORN		— BUZZER	DOOR SECURITY MONITOR		
□ SPLIT WIRE	11 CIRCUIT BREAKER	— MOTOR WITH DISCONNECT	AS ANBUS TIE		— MICROPHONE	KEY CARD PAD		
□ DOUBLE DUPLEX	12 DIMMER	— RELAY	ST SPRINKLER TAMPER SWITCH		— SPEAKER - CEILING	PUSH BUTTON		
□ 220 VOLT	13 ILLUMINATED HANDLE	— SCHEMATIC VALVE	SP SPRINKLER FLOW SWITCH		— MICROPHONE	AREA OF RESCUE CALL		
□ SPECIAL PURPOSE	14 MOTOR	— COMBINATION STARTER & DISC	WS WALL SPEAKER - FIRE		— SPEAKER/LOCK	SECURITY ALARM FORM		
□ CEILING MOUNTED RECEPT	15 SPEED CONTROLLER	— MOTOR STARTER	CS CEILING SPEAKER - FIRE		— TIME CLOCK			
□ CEILING MOUNTED SP RECEPT	16 SPIND WOUND TIMER	— THERMOSTAT	M MAGNETIC DOOR HOLDER		— TOUCHPAD			
□ FLOOR BOX RECEPTACLE	17 MOMENTARY CONTACT	— DUCT-TYPE SMOKE DETECTOR	MS MANUAL FULL STATION		— WIRELESS ACCESS POINT			
	18 WEATHER PROOF	— ADDRESSABLE SMOKE DETECTOR	AI ADDRESSABLE INPUT MODULE		— PROJECTOR			
	19 OCCUPANCY SENSOR-WALL	— USB CHARGING STATION	AO ADDRESSABLE OUTPUT MOD		— BLUETOOTH			
	20 OCCUPANCY SENSOR-CLG		B BELL CHIME					
	21 VACANCY SENSOR-CLG		EL END OF LINE RESISTOR					
	22 PHOTO CELL		FD FIRE-SMOKING DAMPER					
	23 3-BUTTON SWITCH		SD SMOKE DAMPER					
	24 LOW VOLTAGE SWITCH TYPE		CD CARBON MONOXIDE DETECTOR					

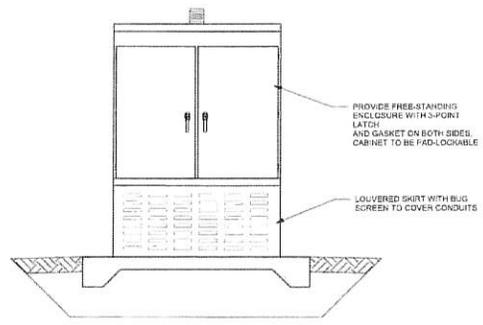
**WIRE TYPES**

STANDARD  
LOW-VOLTAGE  
ULN-SWITCHED HDI

### ELECTRICAL EQUIPMENT SCHEDULE

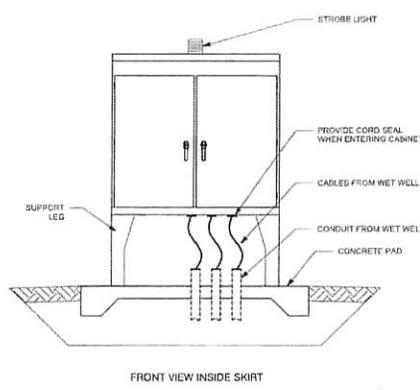
TAG	DESCRIPTION	HP	VOLTS	POLES	FLA	VA	PNL - CKT	MINIMUM CONDUIT WIRE SIZE	GROUND	STARTER	DISCONNECT	NOTES
P1	LIFT STATION PUMP #1	10	240 V	3	29.9A	11164 VA	PCP-1.3.5	2" C, 3-88# 16GND		VFD	EE (none)	CONDUCTORS PROVIDED WITH PUMP
P2	LIFT STATION PUMP #2	10	240 V	3	28.9A	11154 VA	PCP-2.4.6	2" C, 3-88# 16GND		VFD	ES (none)	CONDUCTORS PROVIDED WITH PUMP

STARTER TYPE	STARTER BY	DISCONNECT TYPE	DISCONNECT BY
COMBINATION STARTER	EC ELECTRICAL CONTRACTOR	NO BY OTHERS	EC ELECTRICAL CONTRACTOR
ELECTRONICALLY CONTROLLED MOTOR	ES EQUIPMENT SUPPLIER	F FUSED DISCONNECT	ES EQUIPMENT SUPPLIER
MAGNETIC STARTER	MC MECHANICAL CONTRACTOR	NF NON-FUSED DISCONNECT	MC MECHANICAL CONTRACTOR
MANUAL STARTER	WJ W/TH/LIGHT		WJ W/TH/LIGHT
SOFT STARTER			
VARIABLE FREQUENCY DRIVE			

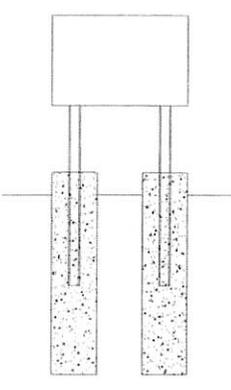


PROVIDE FREE-STANDING ENCLOSURE WITH HORN LATCH AND GASKET ON BOTH SIDES. CABINET TO BE PAD-LOCKABLE

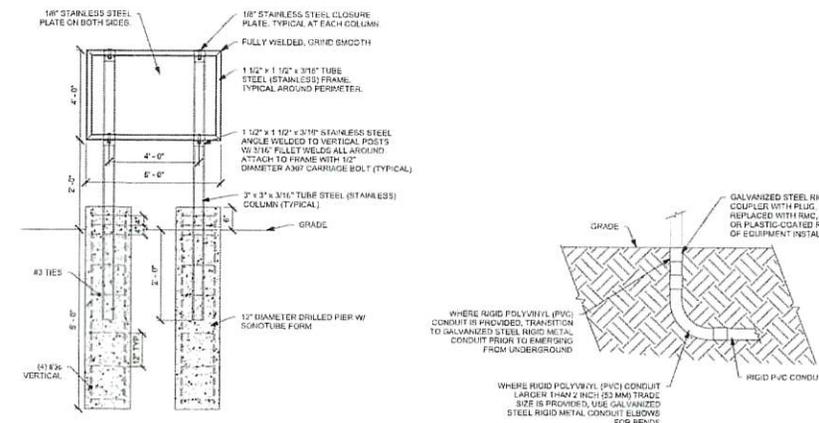
LOUVERED SHIRT WITH BUG SCREEN TO COVER CONDUITS



1 LIFT STATION CONTROLS CABINET NOT TO SCALE



2 FREE STANDING EQUIPMENT STAND DETAIL NOT TO SCALE



3 BELOW GRADE PVC CONDUIT DETAIL NOT TO SCALE

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

ROYAL STREET  
DATE: 06/17/24 LIC NO: 57164

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PROJECT: PANICUM PRAIRIE WETLAND RESTORATION  
FREEMAN TWP. MINNESOTA

DATE	REVISION SCHEDULE DESCRIPTION	BY

PROJECT NO: 21-25068  
FILE NAME: 25068 ELEC R24  
DRAWN BY: ERO  
DESIGNED BY: ERO  
REVIEWED BY: ORT  
ORIGINAL ISSUE DATE: 06/17/24  
CLIENT PROJECT NO:

TITLE: ELECTRICAL DETAILS & SYMBOLS

SHEET: 24 OF 24



**FREEBORN COUNTY BOARD OF COMMISSIONERS  
AGENDA REQUEST**

<input checked="" type="checkbox"/> REGULAR AGENDA <input type="checkbox"/> INFORMATIONAL ONLY DATE OF MEETING: 08/06/2024	<b>ACTION REQUESTED:</b> <input type="checkbox"/> Motion <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Discussion <input type="checkbox"/> Request Board direction
<b>SUBMITTED BY:</b> Kelly D Hendrickson	<b>DEPARTMENT:</b> Auditor-Treasurer
<b>PRESENTED BY:</b> Kelly D. Hendrickson	<b>ESTIMATED TIME NEEDED:</b> <15 minutes
<b>SUMMARY OF ISSUE/TOPIC:</b> Consider a resolution accepting the Petition to Divert Freeborn County Ditch No. 55 Drainage System Waters and appointing Engineer for Freeborn County Ditch 55.	
<b>OPTIONS/ALTERNATIVES/OTHER COMMENTS:</b>	
<b>RECOMMENDED BOARD ACTION( MOTION/RESOLUTION);</b> Approve	
<b>Fiscal Impact:</b> <input type="checkbox"/> COST AMOUNT _____ <b>BUDGETED</b> <input type="checkbox"/> Y <input type="checkbox"/> N <b>MANDATED :</b> <input checked="" type="checkbox"/> Y <input type="checkbox"/> N <b>BY WHAT AGENCY:</b> Mn Statutes 103E _____	
<b>Other comments:</b>	

**Resolution 24-XXX**

**BEFORE THE FREEBORN COUNTY BOARD OF COMMISSIONERS ACTING  
AS DRAINAGE AUTHORITY FOR FREEBORN COUNTY DITCH 55**

**WHEREAS**, a Petition to Divert Freeborn County Ditch No. 55 Drainage System Waters was executed on January June 10, 2024;

**WHEREAS**, a public hearing was set for August 6, 2024 at 8:45 a.m.;

**WHEREAS**, the Drainage Authority hereby accepts the Petition to divert drainage system waters on Freeborn County Ditch 55 located in the Northwest Quarter of Section 35 of Freeman Township, Freeborn County, MN;

**WHEREAS**, the Drainage Authority hereby appoints Steve Penkava, P.E. of Jones, Haugh, and Smtih Engineering, Inc., to investigate the effect of the proposed diversion and file a report of findings with the Drainage Authority, care of the Freeborn County Auditor-Treasurer.

**NOW THEREFORE**, be it resolved the Board in its capacity as Drainage Authority execute the Findings and Order Accepting Petition and Appointing Engineer.

\*\*\*\*\*

I hereby certify that the above is a true and correct copy of a resolution approved by the Freeborn County Board of Commissioners at their session on the 6<sup>th</sup> day of August, 2024 and as appears on the Minutes of their record of proceedings.

---

Ryan Rasmusson  
Administrator  
County of Freeborn  
State of Minnesota



**FREEBORN COUNTY BOARD OF COMMISSIONERS  
AGENDA REQUEST**

<input checked="" type="checkbox"/> REGULAR AGENDA <input type="checkbox"/> INFORMATIONAL ONLY DATE OF MEETING: 08/06/2024	<b>ACTION REQUESTED:</b> <input type="checkbox"/> Motion <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Discussion <input type="checkbox"/> Request Board direction
<b>SUBMITTED BY:</b> Kelly D Hendrickson	<b>DEPARTMENT:</b> Auditor-Treasurer
<b>PRESENTED BY:</b> Kelly D Hendrickson	<b>ESTIMATED TIME NEEDED:</b> <5 minutes
<b>SUMMARY OF ISSUE/TOPIC:</b> Consider a resolution ratifying MnCCC Amendment for extension to maintenance and support agreement for property tax with Avenu Insights & Analytics, LLC.  The conversion schedule to Tyler Tax has been delayed to first quarter 2025.  A extension of the current contract for the 2025 is necessary until final conversion takes place.  Dollars have been budgeted.	
<b>OPTIONS/ALTERNATIVES/OTHER COMMENTS:</b>	
<b>RECOMMENDED BOARD ACTION( MOTION/RESOLUTION);</b> Approve	
<b>Fiscal Impact:</b> <input type="checkbox"/> COST AMOUNT <u>No addition cost - just extension</u> <b>BUDGETED</b> <input checked="" type="checkbox"/> Y <input type="checkbox"/> N <b>MANDATED :</b> <input type="checkbox"/> Y <input type="checkbox"/> N <b>BY WHAT AGENCY:</b> _____	
<b>Other comments:</b> Extension of current contract to allow for time to convert to pc platform system. Orig	

**RESOLUTION No. 24-XXX**

**Ratifying Property Tax System Maintenance and Support Agreement Amendment between  
MnCCC and Avenu Insights & Analytics, LLC**

RESOLVED, ratifying the Property Tax System Maintenance and Support Agreement Amendment 8 between Minnesota Counties Computer Cooperative (MnCCC) and Avenu Insights and Analytics, LLC, providing an extension for support for Property Tax System (PTS) January 1, 2025 through December 31, 2025.

---

Ryan Rasmusson  
County Administrator  
County of Freeborn  
State of Minnesota

kdh

**Avenu Tax User Group:**

*2025 Estimated Rates*

**Tax**

<u>Year</u>	<u>2024</u>	<u>2025</u>	<u>2026 (Optional)</u>
Minimum #	12	6	6
Annual Total	\$ 40,585.60	\$ 44,644.16	\$ 49,108.56
User Group Minimum	\$ 487,027.20	\$ 267,864.96	\$ 294,651.36
Participants	11 (Actual)	8 (Estimated)	
Cost Per County	\$ 44,275.20	\$ 44,644.16	

Costs will depend on the number of participating counties. The range for 2025 rates per county (annually) is \$44,644.16 to \$89,288.32 with a recommendation that any additional amounts not covered by not meeting the minimum number of participants will be covered by the enhancement fund. Current estimated number of participants for 2025 is over the minimum which will reduce the cost per county.

**CAMAUSA User Group:**

*2025 Estimated Rates*

**CAMA**

<u>Year</u>	<u>2024</u>	<u>2025</u>	<u>2026 (Optional)</u>
Minimum #	10	6	6
Annual Total	\$ 14,999.60	\$ 16,499.56	\$ 18,149.52
User Group Minimum	\$ 149,996.00	\$ 98,997.36	\$ 108,897.12
Participants	7 (Actual)	5 (Estimated)	
Cost Per County	\$21,428.00	\$19,799.50	

Costs will depend on the number of participating counties. The range for 2025 rates per county (annually) is \$16,499.56 to \$32,999.12 with a recommendation that any additional amounts not covered by not meeting the minimum number of participants will be covered by the enhancement fund.



## RATIFICATION STATEMENT

The Board of Commissioners of \_\_\_\_\_ County has ratified the Property Tax System Maintenance and Support Agreement Amendment between Minnesota Counties Computer Cooperative (MnCCC) and Avenu providing an extension for support for Property Tax System (PTS) January 1, 2025, through December 31, 2025.

This Agreement will be effective January 1, 2025, through December 31, 2025. Ratification of this agreement commits this County to meet the agreed upon terms set by both the amendment and the user group regarding notification for early departure as well as early departure fees set and approved by the MnCCC Property Tax User Group.

Signed: \_\_\_\_\_  
County Board Chair

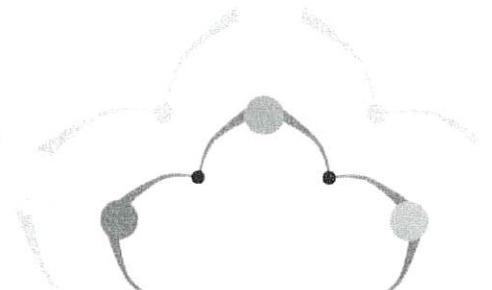
Date: \_\_\_\_\_

Attest: \_\_\_\_\_

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

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

***Please return signed statement to MnCCC no later than October 1, 2024. Thank you!***





**FREEBORN COUNTY BOARD OF COMMISSIONERS  
AGENDA REQUEST**

<input checked="" type="checkbox"/> REGULAR AGENDA <input type="checkbox"/> INFORMATIONAL ONLY DATE OF MEETING: 08/06/2024	<b>ACTION REQUESTED:</b> <input type="checkbox"/> Motion <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Discussion <input type="checkbox"/> Request Board direction
<b>SUBMITTED BY:</b> Kelly D. Hendrickson	<b>DEPARTMENT:</b> Auditor-Treasurer
<b>PRESENTED BY:</b> Kelly D. Hendrickson	<b>ESTIMATED TIME NEEDED:</b> <5 minutes
<b>SUMMARY OF ISSUE/TOPIC:</b> Consider a resolution approving the Amendment to Professional Services Agreement between TriMin Systems, Inc and MnCCC (IFS) January 1, 2025-December 31, 2027.	
<b>OPTIONS/ALTERNATIVES/OTHER COMMENTS:</b>	
<b>RECOMMENDED BOARD ACTION( MOTION/RESOLUTION);</b> Approve	
<b>Fiscal Impact:</b> <input type="checkbox"/> COST AMOUNT _____ <b>BUDGETED</b> <input type="checkbox"/> Y <input type="checkbox"/> N <b>MANDATED :</b> <input checked="" type="checkbox"/> Y <input type="checkbox"/> N <b>BY WHAT AGENCY:</b> _____	
<b>Other comments:</b>	

**RESOLUTION 24-XXX  
BOARD RATIFICATION OF THE  
AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN  
TRIMIN SYSTEMS INC. AND THE MINNESOTA COMPUTER  
COOPERATIVE (MnCCC)**

BE IT RESOLVED, that Freeborn County hereby ratifies the Professional Services Agreement between TriMin Systems Inc. and the Minnesota Counties Computer Cooperative (MnCCC) for the maintenance and support of IFS.

BE IT FURTHER RESOLVED, that the Agreement will be effective January 1, 2025 through December 31, 2027, and that the agreement commits Freeborn County for the term of the contract and the financial obligation associated with this agreement.

\*\*\*\*\*

I hereby certify that the above is a true and correct copy of a resolution approved by the Freeborn County Board of Commissioners at their session on the 6<sup>th</sup> day of August, 2024, and as appears on the Minutes of their record of proceedings.

---

Ryan Rasmusson  
Administrator  
County of Freeborn  
State of Minnesota

kdh

To: IFS User Group

From: Lisa Meredith, MnCCC Executive Director  
[lisa@mnccc.gov](mailto:lisa@mnccc.gov) 651-401-4201

Date: July 3, 2024

Subject: TriMin Contract for Board Ratification

*Please note, this communication is being sent out via MnCCC's RSVP system to all signed up for the IFS User Group. This means that your county or agency will likely receive several copies. It is the responsibility of your county/agency to determine who will be responsible to bring the Board Ratification to your board and return a signed copy to MnCCC.*

The TriMin Contract for maintenance and support of IFS has been approved and fully executed. Enclosed with this communication, you will find a copy of the contract along with a Board Ratification. The fully executed Board Ratifications *must* be returned to MnCCC **no later than September 6, 2024**. If your county or agency chooses not to continue with IFS/TriMin, documentation of discontinuation will be required. Failure to respond by the deadline will be assumed as a decision not to move forward with IFS.

Please return your signed Board Ratification to:

MnCCC  
Attn: Emily Wick  
100 Empire Drive Suite 201  
Saint Paul, MN 55103

Alternatively, you may email it to [emily@mnccc.gov](mailto:emily@mnccc.gov)

The contract with TriMin covers the period from January 1, 2025, to December 31, 2027. The associated fees have been previously distributed and approved by the IFS User Group during their annual meeting on June 3, 2024.

For any questions regarding pricing or the contract, feel free to contact me at [lisa@mnccc.gov](mailto:lisa@mnccc.gov) or (651) 401-4201. If you anticipate difficulty meeting the final deadline, please reach out to Emily Wick at [emily@mnccc.gov](mailto:emily@mnccc.gov) or (651) 401-4204.

Thank you for your attention to this matter.

Attached:

- 2025 IFS User Group fees (below)
- 2025-2027 TriMin Contract
- Board Ratification document



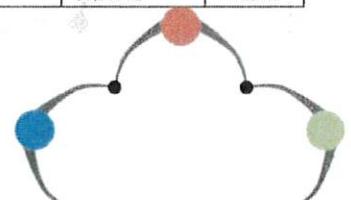


**IFS User Group Fees:**

MnCCC Membership Fee: \$1800, split by office: \$900 per office or \$1800 per county

Enhancement Fund Annual Fee: \$1000 per office or \$2000 per county

County/Agency	Auditor/ Treasurer Group	2025 CMHS Support	2025 CMHS Enhancement Fund	2025 Aud/Treas Support	2025 Aud/Treas Enhancement Fund	2025 Total	M&S Only	M&S increase
Aitkin County	MCIS	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Becker County	MnCCC	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Beltrami County	MnCCC	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Benton County	MnCCC	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Big Stone County	MSCC	\$ 8,523.79	\$ 1,000.00	\$ 7,245.22	\$ 1,000.00	\$ 17,769.01	\$ 15,769.01	15.12%
Brown County	MnCCC	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Carlton County	MCIS	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Carver County	MnCCC	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Cass County	MCIS	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Chippewa County	MCIS	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Chisago County	MnCCC	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Clay County	MnCCC	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Clearwater County	MnCCC	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Cook County	MCIS	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Cottonwood County	MSCC	\$ -	\$ -	\$ 7,245.22	\$ 1,000.00	\$ 8,245.22	\$ 7,245.22	18.36%
Dodge County	MCIS	\$ -	\$ -	\$ 8,523.79	\$ 1,000.00	\$ 9,523.79	\$ 8,523.79	12.50%
Douglas County	MSCC	\$ 8,523.79	\$ 1,000.00	\$ 7,245.22	\$ 1,000.00	\$ 17,769.01	\$ 15,769.01	15.12%
Faribault County	MnCCC	\$ -	\$ -	\$ 8,523.79	\$ 1,000.00	\$ 9,523.79	\$ 8,523.79	12.50%
Fillmore County	MnCCC	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Freeborn County	MnCCC	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Goodhue County	MnCCC	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Grant County	MSCC	\$ -	\$ -	\$ 7,245.22	\$ 1,000.00	\$ 8,245.22	\$ 7,245.22	18.36%
Houston County	MnCCC	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Hubbard County	MnCCC	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Isanti County	MnCCC	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Itasca County	MCIS	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Jackson County	MnCCC	\$ -	\$ -	\$ 8,523.79	\$ 1,000.00	\$ 9,523.79	\$ 8,523.79	12.50%
Kanabec County	MnCCC	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Kandiyohi County	MSCC	\$ 8,523.79	\$ 1,000.00	\$ 7,245.22	\$ 1,000.00	\$ 17,769.01	\$ 15,769.01	15.12%
Kittson County	MnCCC	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Koochiching County	MCIS	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Lac qui Parle County	MCIS	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Lake County	MCIS	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Lake of the Woods County	MSCC	\$ 8,523.79	\$ 1,000.00	\$ 7,245.22	\$ 1,000.00	\$ 17,769.01	\$ 15,769.01	4.06%
Le Sueur County	MnCCC	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Lincoln County	MSCC	\$ -	\$ -	\$ 7,245.22	\$ 1,000.00	\$ 8,245.22	\$ 7,245.22	18.36%
Lyon County	MSCC	\$ -	\$ -	\$ 7,245.22	\$ 1,000.00	\$ 8,245.22	\$ 7,245.22	18.36%
McLeod County	MnCCC	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Mahnomen County	MSCC	\$ 8,523.79	\$ 1,000.00	\$ 7,245.22	\$ 1,000.00	\$ 17,769.01	\$ 15,769.01	15.12%
Marshall County	MSCC	\$ 8,523.79	\$ 1,000.00	\$ 7,245.22	\$ 1,000.00	\$ 17,769.01	\$ 15,769.01	15.12%
Martin County	MnCCC	\$ -	\$ -	\$ 8,523.79	\$ 1,000.00	\$ 9,523.79	\$ 8,523.79	12.50%
Meeker County	MSCC	\$ 8,523.79	\$ 1,000.00	\$ 7,245.22	\$ 1,000.00	\$ 17,769.01	\$ 15,769.01	15.12%
Millie LaSalle County	MnCCC	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Morrison County	MnCCC	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Mower County	MnCCC	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Murray County	MSCC	\$ -	\$ -	\$ 7,245.22	\$ 1,000.00	\$ 8,245.22	\$ 7,245.22	18.36%
Nicollet County	MnCCC	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Nobles County	MSCC	\$ 8,523.79	\$ 1,000.00	\$ 7,245.22	\$ 1,000.00	\$ 17,769.01	\$ 15,769.01	15.12%
Norman County	MSCC	\$ 8,523.79	\$ 1,000.00	\$ 7,245.22	\$ 1,000.00	\$ 17,769.01	\$ 15,769.01	15.12%
Otter Tail County	MnCCC	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Pennington County	MnCCC	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Pine County	MnCCC	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Pipestone County	MSCC	\$ -	\$ -	\$ 7,245.22	\$ 1,000.00	\$ 8,245.22	\$ 7,245.22	18.36%
Poik County	MnCCC	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Pope County	MSCC	\$ -	\$ -	\$ 7,245.22	\$ 1,000.00	\$ 8,245.22	\$ 7,245.22	18.36%





Red Lake County	MSCC	\$ 8,523.79	\$ 1,000.00	\$ 7,245.22	\$ 1,000.00	\$ 17,769.01	\$ 15,769.01	4.06%
Redwood County	MSCC	\$ -	\$ -	\$ 7,245.22	\$ 1,000.00	\$ 8,245.22	\$ 7,245.22	18.36%
Renville County	MSCC	\$ 8,523.79	\$ 1,000.00	\$ 7,245.22	\$ 1,000.00	\$ 17,769.01	\$ 15,769.01	15.12%
Rice County	MnCCC	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Rock County	MSCC	\$ -	\$ -	\$ 7,245.22	\$ 1,000.00	\$ 8,245.22	\$ 7,245.22	18.36%
Roseau County	MnCCC	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Sherburne County	MCIS	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Sibley County	MnCCC	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Stearns County	N/A	\$ 8,523.79	\$ 1,000.00	\$ -	\$ -	\$ 9,523.79	\$ 8,523.79	12.50%
Steele County	MSCC	\$ -	\$ -	\$ 7,245.22	\$ 1,000.00	\$ 8,245.22	\$ 7,245.22	18.36%
Stevens County	MSCC	\$ 8,523.79	\$ 1,000.00	\$ 7,245.22	\$ 1,000.00	\$ 17,769.01	\$ 15,769.01	15.12%
Swift County	MSCC	\$ 8,523.79	\$ 1,000.00	\$ 7,245.22	\$ 1,000.00	\$ 17,769.01	\$ 15,769.01	15.12%
Todd County	MSCC	\$ 8,523.79	\$ 1,000.00	\$ 7,245.22	\$ 1,000.00	\$ 17,769.01	\$ 15,769.01	15.12%
Traverse County	MSCC	\$ 8,523.79	\$ 1,000.00	\$ 7,245.22	\$ 1,000.00	\$ 17,769.01	\$ 15,769.01	15.12%
Wabasha County	MnCCC	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Wadena County	MSCC	\$ 8,523.79	\$ 1,000.00	\$ 7,245.22	\$ 1,000.00	\$ 17,769.01	\$ 15,769.01	15.12%
Waseca County	N/A	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Watsonwan County	MnCCC	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Wilkin County	MSCC	\$ 8,523.79	\$ 1,000.00	\$ 7,245.22	\$ 1,000.00	\$ 17,769.01	\$ 15,769.01	15.12%
Winona County	MnCCC	\$ 8,523.79	\$ 1,000.00	\$ 8,523.79	\$ 1,000.00	\$ 19,047.58	\$ 17,047.58	12.50%
Wright County	MnCCC	\$ 8,523.79	\$ 1,000.00			\$ 9,523.79	\$ 8,523.79	
Yellow Medicine County	MSCC	\$ 8,523.79	\$ 1,000.00	\$ 7,245.22	\$ 1,000.00	\$ 17,769.01	\$ 15,769.01	15.12%
Tri-County Corrections: Norman, Polk and Red Lake	N/A	\$ -	\$ -	\$ 8,523.79	\$ 1,000.00	\$ 9,523.79	\$ 8,523.79	12.50%
Southwest Health & Human Services: Lincoln, Lyon, Murray, Pipestone, Redwood, and Rock	CPT	\$ 6,886.34	\$ 1,000.00	\$ -	\$ -	\$ 7,886.34	\$ 6,886.34	12.50%
Human Services of Faribault and Martin Counties (FMHS) Faribault and Martin	N/A	\$ 8,523.79	\$ 1,000.00	\$ -	\$ -	\$ 9,523.79	\$ 8,523.79	12.50%
Minnesota Prairie County Alliance: Dodge, Steele, and Waseca	N/A	\$ 8,523.79	\$ 1,000.00	\$ -	\$ -	\$ 9,523.79	\$ 8,523.79	12.50%
Countryside Public Health: Big Stone, Chippewa, Lac qui Parle, Swift and Yellow Medicine	CPT	\$ -	\$ -	\$ 7,245.22	\$ 1,000.00	\$ 8,245.22	\$ 7,245.22	18.36%
Horizon Public Health: Stevens, Douglas, Pope, Grant and Traverse	CPT	\$ -	\$ -	\$ 7,245.22	\$ 1,000.00	\$ 8,245.22	\$ 7,245.22	18.36%
Western Prairie	N/A	\$ 8,523.79	\$ 1,000.00	\$ -	\$ -	\$ 9,523.79	\$ 8,523.79	12.50%
Des Moines Valley Health & Human Services: Cottonwood and Jackson	N/A	\$ 8,523.79	\$ 1,000.00	\$ -	\$ -	\$ 9,523.79	\$ 8,523.79	12.50%





## **Amendment to Agreement to provide Professional Services Between Minnesota Counties Computer Cooperative and TriMin Systems, Inc.**

**THIS AMENDMENT TO AGREEMENT TO PROVIDE PROFESSIONAL SERVICES BETWEEN MINNESOTA COUNTIES COMPUTER COOPERATIVE AND TRIMIN SYSTEMS, INC. (the "Addendum")**, made effective as of January 1, 2025 (the "**Effective Date**"), is by and between TriMin Systems, Inc., with its principal place of business located at 2277 Hwy 36 West, Suite 250, Roseville, Minnesota 55113 ("**TriMin**"), and the Minnesota Counties Computer Cooperative, a joint powers organization, with its principal place of business located at 100 Empire Drive, Suite 201, St. Paul, Minnesota, 55103, for the benefit of and use by its participating end user members ("**Customer**").

### **RECITALS**

**WHEREAS**, the parties entered into the Agreement to provide Professional Services Between Minnesota Counties Computer Cooperative and TriMin Systems, Inc. dated January 1, 2022 ("**Master Agreement**"); and,

**WHEREAS**, the parties wish to add the following provisions as an Addendum to the Master Agreement.

**NOW, THEREFORE**, in exchange for and in consideration of the mutual promises, premises, and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, TriMin and Customer agree to make the following additions to the Master Agreement as follows:

#### **1. (Section II A 3 from the Master Agreement) GASB Revisions**

Provide any IFSpI revisions necessitated by changes in applicable GASB (Governmental Accounting Standards Board) requirements and/or Minnesota statutes, laws or regulations. MnCCC and/or the GASB Committee will advise TriMin of any requested changes, along with requirements to IFSpI as necessitated by changes in GASB requirements and/or Minnesota statutes, laws, or regulations and provide sufficient details to support TriMin in making the changes. A total of 100 hours of GASB enhancements per year will be included in this contract. (This includes time required for requirements assistance, design and scoping of enhancements.) Any unused hours at the end of each year will not be recoverable. Enhancement hours beyond the initial 100 in a given year will be billed at the hourly rate specified in section 4 of this agreement.

#### **2. (Section II F from the Master Agreement) Training.** TriMin will provide on-going updates to IFSpI end user documentation. TriMin training activities will be prioritized by the IFS training committee and based on the following initiatives:

- TriMin to provide popular support topic ideas to the training committee on a quarterly basis for the training newsletter
- TriMin to provide 6 to 10 hours of training per year, included with the contract at no extra cost.
  - MnCCC must provide a subject matter expert to assist TriMin in training when requested by TriMin



- The training will be delivered via virtual training events, training videos, or live at MnCCC events (including participating in open forum discussions during live meetings)
- If MnCCC signs a new county, or requests individual county training, training hours will not be included in the 6 to 10 hours of live training. Instead, this training will be covered under direct support

**3. (Section II G from the Master Agreement) Modernization Hours**

The IFSpi infrastructure modernization projects fund to increase to 6,000 person hours during this three-year agreement, initially allocated at 2,000 hours for each calendar year, with bi-monthly report out on specific progress made against approved plans and hours logged. Should 2,000 hours not be sufficient for the demand/needs in this area, then additional hours may be authorized by MnCCC during a calendar year, including the allocation of hours from future years, and/or new hours chargeable at time and materials rates, per **Section 4** this Amendment to the Master Agreement.

Should TriMin fail to utilize 2,000 hours in support of IFSpi infrastructure modernization during a given calendar year, then any unused hours will be rolled into the next calendar year(s). During year 3 of this agreement, if the balance of hours required for IFSpi infrastructure projects, based on actual activity in year 1 and year 2, is projected to be greater than remaining hours required to support known modernization projects then hours may be shifted to IFSpi functional enhancement activity to “consume” available hours. At this contract’s end (December 31, 2027) any unused hours will be carried over to future years, assuming future agreements are reached between TriMin and Customer.

**4. (Attachment A in the Master Agreement) Fees.** In consideration of the Services, Customer shall pay TriMin the following annual support fees

<b>Support Elements</b>	<b>Support Fees 2025</b>	<b>Support Fees 2026</b>	<b>Support Fees 2027</b>
Leel 1 Support	\$ 162,750.00	\$ 168,446.25	\$ 174,341.87
Level 2/3 Support	\$ 666,750.00	\$ 700,087.50	\$ 735,091.88
Infrastructure Modernization Projects	\$ 287,000.00	\$ 301,350.00	\$ 316,417.50
<b>Annual Contract Total</b>	<b>\$ 1,116,500.00</b>	<b>\$ 1,169,883.75</b>	<b>\$ 1,225,851.24</b>

**IFSpi Release Update Fees**

<b>Direct Support Fees</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>
Hourly Rates	\$ 190.00	\$ 200.00	\$ 210.00



#### **5. New Entity Addition.**

For each new Licensed instance of IFSpi, TriMin will provide the following Direct Support Services:

- Discovery meeting to perform a gap-fit analysis.
  - TriMin will create a Statement of Work for the implementation work that was planned for during the Discovery meeting.
  - If specific enhancements or interfaces are needed for a new installation, these enhancements will be covered under a separate Statement of Work.
  - MnCCC will provide a business line expert that can help identify and scope needed enhancements for the new installation.
- Kick-off Meeting - In this meeting, you will determine a schedule for implementing IFS and develop a plan for conversion and technical training.
  - Installation
  - Migration (if needed)
  - Technical training
- MnCCC must provide a subject matter expert to assist TriMin in training when requested by TriMin
- Go-Live support will be provided by TriMin
- The above tasks will be billed on an hourly basis at the agreed upon rate outlined in the Statement of Work, which will be provided by TriMin.
- For each entity added, 50% of the yearly support fee paid by the new entity to MnCCC will be added to TriMin's annual contract fee.
- TriMin is open to an addendum to this contract, which would include TriMin acting as a selling agent for MnCCC or negotiating a royalty agreement for future software sales, if desired.



6. Term and Termination.

The term of this Agreement shall be January 1, 2025, to December 31, 2027, inclusive, unless earlier terminated prior to expiration as provided by herein.

This Agreement may be terminated prior to expiration by MnCCC or by TriMin for default, and by written notice of default given by the non-breaching party, and to be effective upon expiration of a designated cure period of not less than thirty (30) days', unless the party alleged to be in default has cured such default(s) within such thirty (30) day cure period.

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

Accepted and Agreed for

TriMin Systems, Inc.:

Signed

By: Erin Hultgren

Name: Erin Hultgren

Title: Director of Government Solutions

Date: 6/18/2024

Accepted and Agreed for

MnCCC:

Signed

By: [Signature]

Name: Rachel Jensen

Title: MnCCC Chair

Date: 6/15/2024

Accepted and Agreed for

MnCCC:

Signed

By: [Signature]

Name: Lisa C. Meredith

Title: Executive Director

Date: 6/5/2024

Accepted and Agreed for

MnCCC:

Signed

By: Martha Monsrud

Name: Martie Monsrud

Title: IFS Advisory Committee Chair

Date: 6/3/2024

AGREEMENT TO PROVIDE PROFESSIONAL SERVICES BETWEEN  
MINNESOTA COUNTIES COMPUTER COOPERATIVE  
And  
TRIMIN SYSTEMS, INC.  
January 1, 2022

This Agreement dated and to be effective as of the date set forth above by and between the Minnesota Counties Computer Cooperative (MnCCC), a joint powers organization, 100 Empire Drive, Suite 201, St. Paul, Minnesota, 55103, for the benefit of and use by its participating end user members ("MnCCC") and TriMin Systems, Inc., 2277 Highway 36 West, Suite 250, Roseville, Minnesota, 55113 ("TriMin").

WITNESSETH

**WHEREAS**, MnCCC wishes to retain professional services to obtain computer programming and technical assistance for the maintenance and support of computer software system known as IFSpi, solely owned by MnCCC; and

**WHEREAS**, TriMin has and will be expected to render substantial service hereunder.

**I. Systems to be Supported**

TriMin agrees to provide computer programming, technical assistance, and related services to support and maintain the systems and systems components of the Integrated Financial System Platform Independent version (IFSpi), which for purposes of these and related agreements includes the Cash Drawer (CD) module, in exchange for MnCCC's payment of certain fees pursuant to the support fee summary attached and incorporated by reference as **Attachment A**.

**II. Definition of Included Support Services**

The fees paid by MnCCC under this Agreement and identified in **Attachment A** shall fully compensate TriMin for the following Services:

**A. General IFSpi Support Activities**

1. Track IFSpi support incidents and report out to IFSpi Advisory Committee (JIC) per the IFSpi Service Level Agreement (SLA) attached and incorporated by reference as **Attachment B**.
2. Provide supporting documentation for JIC meetings (up to 6 times per year) with respect to IFSpi bugs/fixes and open Enhancement Requests (including categories Approved, Completed, New, Committee, Tabled, Denied, Withdrawn and Study statuses).
3. Provide any IFSpi revisions necessitated by changes in applicable GASB (Governmental Accounting Standards Board) requirements and/or Minnesota statutes, laws or regulations. MnCCC will advise TriMin of any requested changes to IFSpi as necessitated by changes in GASB requirements and/or Minnesota statutes, laws, or regulations and provide sufficient details to support TriMin in making the changes. Further, these changes will be subject to the same enhancement scope limitation as listed in section III-8.

**B. Level 1 Support**

Logging of, and responding to, email and phone support requests from IFSpi users regarding IFSpi application usage. Each support request to be logged as to nature of the request/issue and county/agency/department that originated the request. Level 1 support will resolve basic user issues for the IFSpi users and escalate more complex issues to Level 2 support. Also described in *Attachment B*.

Level 1 support will be performed by TriMin for participating MnCCC counties and agencies and other applicable independent users as approved by MnCCC, and only these users are to be charged for Level 1 support. See *Attachment C*.

**C. Level 2 Support**

Engage with IFSpi users on more complex support issues as escalated from Level 1 support. Will resolve issues that can be addressed via ad hoc training, provide alternate approaches to resolving issue, or by documenting the issue more fully so that it can be addressed by Level 3 support as an MnCCC bug, or enhancement request. Level 2 support will provide direction to IFSpi users and to Level 3 support in terms of whether or not the IFSpi functionality is working as designed, or appearing to be a "bug" in the code that needs to be addressed by Level 3. If it is determined that the code is functioning as designed, then the IFSpi user will be instructed to submit an enhancement request to MnCCC (via their logical support organization). Level 2 support will also perform functional application testing prior to new release of updates to applications.

Level 2 support will be performed by TriMin and chargeable to MnCCC as listed in *Attachment C*. These fees are included and part of this contract pricing. No additional charges will be allowed without prior authorization by MnCCC.

**D. Level 3 Support**

Perform IFSpi/CD code analysis, programming, testing and project management related to bugs as escalated from Level 2 support and for on-going software maintenance on the underlying architecture of IFSpi/CD with the goal of remaining current with respect to the "code stack" that supports the functional capabilities of IFSpi and Cash Drawer. The code stack refers to, but is not limited to: security layer, web browser, web server, framework, software libraries and scripting language, web services and other interfaces. In addition to the activity above, on-going technical documentation updates related to the changes will be needed.

Level 3 support will also include the following:

1. Estimating of IFSpi Functional Enhancement Requests, based on the documented requirements as submitted by MnCCC and Level 2 support.
2. Technical Design of approved Functional Enhancement Requests, with review and sign-off by MnCCC prior to coding activities on projects over 20 hours.
3. Project Management, Coding and Technical testing of Functional Enhancements.

4. On-going design, development, technical testing and deployment as described in "IFSpi Infrastructure Modernization" Section II-E below.

Level 3 support will be performed by TriMin and chargeable to MnCCC. These fees are included and part of this contract pricing. No additional charges will be allowed without prior authorization by MnCCC.

#### E. Installation Support

For counties/agencies not able or interested in performing their own IFSpi product updates or installation of new releases, or who do not have another provider (i.e. MSCC), TriMin will perform the installations as part of this optional support element. A minimum of one hour fee will be charged per installation, with more time charged as needed for more complex installations or support, per the fee table in *Attachment A*.

Installation support will be performed by TriMin and chargeable only to counties who choose this option.

#### F. IFSpi Analyst Services

In addition to Level 2 and Level 3 Support activities, the TriMin staff assigned the IFSpi Analyst workload will proactively engage in the following:

1. On-going updates to IFSpi end user documentation. TriMin to develop and manage a "plan" for on-going user documentation updates that will be prioritized and based on analysis of frequent support topics and the need to replace legacy (green screen) documentation over time.
2. Develop training materials and training videos for use by IFSpi community. Provide web and/or "live" training quarterly at events mutually agreed upon with MnCCC.
3. Serve as primary liaison to the Joint IFS Committee (JIC), JIC Subcommittees and work directly with MnCCC and individual MnCCC end users as appropriate, to fully define and document requirements for IFSpi functional enhancements prior to submission to Level 3 for estimates, or coding activities.
4. Provide communication from MnCCC to Level 3 technical staff regarding functional requirements for IFSpi and Cash Drawer and support end users needs and desires with respect to the software.

IFSpi Analyst role will be performed by TriMin and chargeable to MnCCC. These fees are included and part of this contract pricing. No additional charges will be allowed without prior authorization by MnCCC.

#### G. IFSpi Infrastructure Modernization Projects

TriMin will develop and maintain an IFSpi Infrastructure Modernization Projects report document to review with MnCCC at each bi-monthly meeting of the IFSpi Advisory Committee (JIC), to include:

- Descriptions of specific ongoing modernization projects that have been performed and/or are planned to be performed – including the rationale for why it is/was needed and hours logged/planned to support activities.

- Modernization Projects (1500 hours per year) will be prioritized and approved by MnCCC and reported on at bi-monthly IFSpi Advisory Committee Meetings as part of above report.

The IFSpi infrastructure modernization projects fund to include 4,500 person hours during this three-year agreement, initially allocated at 1,500 hours for each calendar year, with bi-monthly report out on specific progress made against approved plans and hours logged. Should 1,500 hours not be sufficient for the demand/needs in this area, then additional hours may be authorized by MnCCC during a calendar year, including the allocation of hours from future years, and/or new hours chargeable at time and materials rates, per *Attachment A*.

Should TriMin fail to utilize 1,500 hours in support of IFSpi infrastructure modernization during a given calendar year, then any unused hours will be rolled into the next calendar year(s). During year 3 of this agreement, if the balance of hours required for IFSpi infrastructure projects, based on actual activity in year 1 and year 2, is projected to be greater than remaining hours required to support known modernization projects then hours may be shifted to IFSpi functional enhancement activity to "consume" available hours. At this contract's end (December 31, 2024) any unused hours will not be recoverable.

IFSpi modernization will be performed by TriMin only and associated costs are included in this Agreement.

#### H. Additional Requirements

1. TriMin must obtain written permission from MnCCC to add any plug-ins or third-party code incorporated into the IFSpi system. This includes, but is not limit to, any "Freeware" or "Shareware". Once approved, those plug-ins will be maintained and updated as part of this Agreement without any additional fees, unless a special support addendum is executed and attached to this Agreement. TriMin will continue to provide MnCCC a detailed list specifying all third-party code and plug-ins, used in the existing IFSpi application. The listing to be updated and provided to MnCCC annually, or more frequently if any significant changes made. MnCCC acknowledges and agrees that pre-existing plug-ins and third-party code incorporated into the IFSpi system are accepted, and shall remain subject to support hereunder.
2. TriMin shall provide current, full and detailed database and application design and programming documentation for all parts of the IFS application including 3<sup>rd</sup> party add-ons.
3. TriMin shall follow the MnCCC policy on submission of source code and documentation to MnCCC.
4. TriMin shall maintain and provide to MnCCC annually, or more frequently as requested by MnCCC, the following Version Control documents:
  - a. County/Agency Listing – Identifying version level of IFSpi and Cash Drawer (if installed) for each county/agency.
5. TriMin shall deliver 2 new major releases (to include functional enhancements) per calendar year of IFSpi and Cash Drawer, with minor releases or patches (to support technical issues or critical bug fixes) also delivered as needed and available according to overall priorities and coordination with JIC. If Automated Testing is implemented in the future, then consideration for additional major releases per calendar year can be considered.
  - a. Enhancements approved by JIC will be assigned to a specific future release and reported to JIC in terms of specific release number to be included in, and expected availability date for said release.

- b. The latest release notes documentation to include functions added to IFSpi and Cash Drawer in the latest release.

I. Service Level Agreement, Priorities and Escalation – See Attachment B.

J. Virus, Malware, Unapproved and/or Unauthorized Code

1. The current business practice in today's world is the electronic distribution of application software, data, help files, etc. from TriMin. This can be achieved either via an electronic download of information through the internet, or through the receipt of electronic media (e.g. DVD, CD, tape, etc.). It is imperative that TriMin take responsibility for delivering their electronic files with no virus, malware or unapproved/unauthorized code to MnCCC. TriMin warrants and represents that any data, programs, hardware or firmware provided, or sourced, by TriMin to MnCCC shall be free, at the time of shipment, of any computer virus, malware, unapproved and/or unauthorized code.
2. "Virus, Malware, Unapproved and/or Unauthorized Code" shall be defined as any harmful or hidden programs or data incorporated therein with malicious or mischievous intent, including any code, program or device that would shut off or otherwise allow unrestricted access and use by MnCCC, its members and other licensees. This would also include, but not limited to, the entering of any illegal, virus, malware, unapproved and/or any unauthorized code containing or triggering any copyright, insane, mentally disturbing, vulgar, adult or porn type, virus, malware, trojans, bugs, tracking or reporting code or device, or politically motivating data into MnCCC and / or member systems or networks.

K. Compliance with Laws

The parties shall each abide by all Federal, State or local laws, statutes, ordinances, rules and regulations now in effect, or here after adopted, pertaining to this Agreement or the subject matter of this Agreement. This shall include obtaining all licenses, permits or other rights required for the provision of services contemplated by this Agreement. This Agreement shall be governed by and construed in accordance with the internal substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to this Agreement, to be commenced by TriMin or MnCCC, shall be venued in the applicable federal or state courts located in Ramsey County, Minnesota, and TriMin and MnCCC each hereby irrevocably consents to the jurisdiction and venue of such courts.

L. Ownership, Proprietary Considerations and Data Security

1. TriMin agrees to ensure confidentiality of all work performed pursuant to this Agreement, including source code development and all MnCCC/TriMin documentation pertaining to the system design to avoid pirating of this information and subsequent software license disputes. TriMin shall assign to MnCCC, and MnCCC shall solely own any data, databases, programs, or interfaces developed by TriMin as a result of this Agreement.
2. MnCCC and TriMin agree that all materials and information developed under this Agreement shall become the sole property of MnCCC.

3. TriMin agrees to protect the security of and to keep confidential all data received or produced under the provisions of this Agreement, and shall not disclose them without the prior written consent of MnCCC.
4. Procedures and software created by TriMin pursuant to this Agreement, or modifications made to existing software to meet the specifications herein, shall be proprietary to MnCCC. TriMin shall not disclose or otherwise make said software available to third-parties, or utilize in any other non-related applications without prior written consent of MnCCC.
5. TriMin shall not disclose to any party any information identifying, characterizing, or relating to any risk, threat, vulnerability, weakness or problem regarding data security in users' computer systems, or to any safeguard, countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by MnCCC and/or MnCCC members, without express written authorization of the other party. The provisions of this Section, shall survive the expiration or termination of this Agreement.

### III. Items Not Included

This Agreement does not include support for non-IFSpi issues. Below are some examples of items not included in this support agreement, which will be identified and disclosed by TriMin to MnCCC as non-included services, in order to provide an opportunity for MnCCC (and in certain cases, MnCCC's end user) to accept or decline such services in writing and prior to initial performance by TriMin in each case:

1. Any third-party software (fees or support), this does not include any 3rd party code or plug-ins used in the application.
2. Server migrations and server setup.
3. Operating System updates or troubleshooting (IBM i or Windows servers).
4. Applying application server and/or web server updates.
5. Networking issues internal to county or agency.
6. Local PC operating system support or troubleshooting.
7. Remote connection issues.
8. IFSpi functional enhancements greater than 20 hours, without additional approval and funding by MnCCC.
9. Other support for non-IFSpi / non-Cash Drawer applications or county systems.
10. Future third-party fees (if any) for what is currently "freeware" embedded within IFSpi (i.e. Crystal Reports viewer, xls converter, PDF viewer, etc.).

### IV. Billings of Charges and Costs

- A. TriMin shall bill MnCCC the charges and costs for all support services, and at the rates set forth in Attachment A.

The minimum fee to be paid to TriMin for support services for IFSpi support over the duration of this Agreement shall be \$910,000 in 2022, \$952,600 in 2023, and \$995,500 in 2024, with support fees as defined in Attachment A. Any expenditure in addition to those specified above must be pre-

authorized in writing by MnCCC. Additional services will be provided at the hourly rates and specifications defined in Sections C and D below.

Calendar quarter shall mean three (3) consecutive calendar months and the quarter shall commence with, respectively, the months of January, April, July, and October, of each calendar year. TriMin shall invoice MnCCC, and MnCCC shall invoice and collect quarterly support fees from its users.

- B. Invoices pursuant to Section III-A, above, shall be billed in advance to MnCCC on a quarterly basis and shall be paid by MnCCC within sixty (60) days of the date of the invoice, other than any portion(s) disputed in good faith by MnCCC.
- C. The chargeable hourly rates by TriMin during the duration of this Agreement for project management, technical work and training personnel shall be those as defined in Attachment A.
- D. For any and all services pre-authorized by MnCCC, the breakdown of the actual hours worked shall be reported by TriMin to MnCCC, which reserves the right to inspect TriMin's time records to substantiate charges and costs.
- E. Direct Support (projects outside of this support Agreement) will also be available to users at the annual rates specified in Attachment A. Direct Support services will be billed to MnCCC, who will then bill the requesting county. Both requesting county and MnCCC to sign any related Statement of Work (SOW).
- F. For services pre-authorized and performed pursuant to this Agreement, TriMin is authorized to bill for time incurred in actual travel, and for all transportation and overnight expenses except automobile mileage as per the US General Services Administrative Schedule.
- G. Non-payment and remedies of TriMin: In the event that MnCCC does not pay TriMin within sixty (60) days of the date of the invoice (other than any portion disputed in good faith), TriMin shall have the option to terminate its obligation to render further services to MnCCC upon at least ninety (90) days' written notice thereof.

**V. Representations, Warranties and Indemnifications of the Parties**

- A. Each party represents and warrants that it has the right to enter into this agreement
- B. Except as expressly provided in this Agreement, neither party makes any warranty, either express or implied, with respect to the IFSpi computer software system or software support services provided herein, their quality, merchantability, or fitness for a particular purpose. Except as expressly provided in this Agreement, there are no warranties, either express or implied, regarding the IFSpi computer software system or software support services provided hereunder, and any and all such warranties are hereby disclaimed and negated. No oral or written information or advice given by either party or its employees shall create a warranty or make any modification, extension or addition to this warranty.
- C. In no event whatsoever shall either party be liable to the other or to third-parties for any damages caused, in whole or in part, by the use of the IFSpi computer software system or the software

support services provided hereunder, or for any lost revenues, lost profits, lost saving or other direct or indirect, incidental, special, statutory or consequential damages incurred by any person, even if advised of the possibility of such damages or claims.

D. TriMin further represents, warrants and agrees as follows:

1. TriMin represents and warrants that any modifications, enhancements, or related products furnished pursuant to Section I above will be designed and developed in a skilled, ethical, professional and lawful manner, and are designed to and will meet the functional and performance specifications and standards to be agreed upon by the parties and will execute on the IBM ISeries, Current Microsoft Server and SQL, PC networks, and WebSphere Application server (or mutually agreed upon future modernizations).
2. TriMin further warrants that these services will not alter or diminish the underlying performance of the existing IFSpi software system.
3. TriMin represents and warrants that the modifications or enhancements and related products are, or shall be when completed and delivered hereunder, original work products, that are each hereby irrevocably assigned to and shall be owned by MnCCC, that neither the modifications, enhancements, and related products nor any of their elements nor the use thereof shall violate or infringe upon any patent, copyrights, trade secret or other third-party legal rights.
4. TriMin will provide true, correct and complete copies of the IFSpi source code to MnCCC and at no charge at least twice per calendar year, and at other times upon MnCCC's reasonable request. MnCCC will provide TriMin with written media, logistics, and delivery instructions.
5. TriMin agrees to perform background checks on any new hires that may provide services to MnCCC during the term of this Agreement, and to have all employees providing services hereunder as of or after January 1, 2022, bonded to work on a financial system by a bonding company authorized by the State of Minnesota. If MnCCC desires to increase the bonding amount beyond the amount TriMin has secured then any additional fees associated with the increase in bonding amount will be paid for by MnCCC over and above the fees listed in section IV above.

E. MnCCC further represents, warrants and agrees as follows:

1. MnCCC represents, warrants, and covenants that it will provide the cooperation and assistance of its personnel, as reasonably required, and as would be necessary for the completion of TriMin's services hereunder, to the extent that the services are being rendered for MnCCC and for the MnCCC activity or system involved.
2. MnCCC represents and warrants that it will make prompt and full disclosure to TriMin of any unpublished information it receives regarding the government requirements and regulations related to the government program which the system services, in order to assist TriMin with its ongoing contractual obligations to monitor Minnesota legislative and administrative activities, and to update IFSpi, in order to accommodate applicable changes in Minnesota laws.

**VI. Other Conditions**

**A. Entire Agreement**

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

Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the authorized representatives of the parties.

**B. Non-Assignment**

TriMin shall not assign any interest in the Agreement without the prior written consent of MnCCC thereto, provided, however, that claims for money due or to become due to TriMin from MnCCC under this Agreement may be assigned to a bank, trust company, or other financial institutions without such approval.

**C. Conflicts of Interest**

TriMin covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance under this Agreement. TriMin further covenants that in the performance of this Agreement, no persons having any such conflicting interest shall be employed.

**D. Subcontracting**

None of the work or services covered by this Agreement, and properly authorized by MnCCC, shall be subcontracted without prior written approval of MnCCC. TriMin shall provide MnCCC with written notification requesting the use of subcontract resource ahead of engaging the resource. MnCCC shall respond in writing, in a timely manner, with approval or denial of request.

Said written consent shall not be unreasonably withheld in the event that TriMin shall reasonably request the authority to delegate or subcontract or consult regarding services to be provided hereunder and shall do so in writing except in the event of emergency, and shall request such authority only as to qualified personnel or entities, all of which shall be without any release of the full responsibility and liability of TriMin hereunder to MnCCC.

Furthermore, such third-party subcontractor(s) shall produce an expressed agreement acknowledging receipt of a copy of this Agreement and such third-party's agreement to be bound by its provisions, as well as any nondisclosure agreements or other obligations in force between TriMin and MnCCC.

**E. Expense Incurred**

No payment shall be made under this Agreement for any expenses incurred in a manner contrary to any provision contained herein or in a manner inconsistent with any federal, state, or local law, rule, or regulation.

**F. Independent Contractor**

For the purpose of this Agreement, TriMin is an independent contractor. Any and all employees, members, or associates or other persons, while engaged in the work or services required to be performed by TriMin under this Agreement, shall be considered employees of TriMin; and any and all claims that may or might arise on behalf of said employees or other persons as a consequence of any act or omission on the part of said employees or TriMin, shall in no way be the obligation, liability or responsibility of MnCCC.

**G. Insurance.** TriMin, for the benefit of itself and MnCCC, at all times during the term of this Agreement, shall maintain and keep in full force and effect the following:

1. A single limit, combined limit, or excess umbrella automobile liability insurance policy, if applicable, covering agency-owned, non-owned, and hired vehicles used regularly in the provision of services under this Agreement, in an amount of not less than one million five hundred thousand dollars (\$1,500,000) per accident for combined single limit.
2. A single limit or combined limit or excess umbrella general liability insurance policy of an amount of not less than one million dollars (\$1,000,000) for property damage arising from one (1) occurrence, one million dollars (\$1,000,000) for total bodily injury including death and/or damages arising from one (1) occurrence, and one million dollars (\$1,000,000) for total personal injury and/or damages arising from one (1) occurrence. Such policy shall also include contractual liability coverage.
3. Statutory Worker's Compensation Insurance.
4. Professional liability (errors and omissions) insurance in an amount of not less than two million dollars (\$2,000,000).
5. TriMin will provide MnCCC with certificates of insurance by the end of the first month of the Agreement. The certificate of insurance shall provide that the insurance carrier will notify MnCCC in writing at least thirty (30) days prior to any reduction, cancellation, or material alteration in TriMin's required minimum insurance coverage. MnCCC shall be named as an additional insured party in each policy.

**H. Local Alterations**

For the system supported under this Agreement, the version maintained by TriMin shall be designated the "Base System". The parties to this Agreement agree to accept the base system and modifications to the base system as approved by the MnCCC. TriMin shall not be liable for claims arising from any and all versions that include local alterations. The term "Local Alterations" shall include, but not be limited to, any software modification, and any modification to system operations contrary to those specified in the system documentation.

**I. Data Practices**

All data collected, created, received, maintained, disseminated or used for any purposes in the course of TriMin's performance of this Agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. Chapter 13, and any other applicable state statutes and rules adopted to implement the Act as well as other applicable state and federal laws, including those on data privacy. TriMin agrees to abide by these statutes, rules and regulations currently in effect and as they may be amended. TriMin designates Director of Services, as its "responsible authority" pursuant to the Minnesota Government Data Practices Act for purposes of this Agreement, the individual responsible for the collection, reception, maintenance, dissemination, and use of any data on individuals and other government data including summary data. Any replacement of TriMin's responsible authority will be effective on MnCCC's receipt of written notice thereof given by TriMin.

**J. Force Majeure**

TriMin shall not be held responsible for delay or failure to perform when such delay or failure is due to any of the following uncontrollable circumstances: fire, flood, epidemic, strikes, wars, acts of God, unusually severe weather, acts of public authorities, or delays or defaults caused by public carriers.

**K. Severability**

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or other phrase of this Agreement is, for any reason, held to be contrary to the law or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining provisions of this Agreement.

**L. Governing Laws**

The internal laws of the State of Minnesota shall govern as to the interpretation, validity, and effect of this Agreement, without regard for applicable conflicts of law principles.

**M. Non-Discrimination**

In carrying out the terms of this Agreement, TriMin shall not discriminate against any employee, applicant for employment, or other person, supplier, or contractor, because of race, color, religion, sex, marital status, national origin, disability, or public assistance.

**N. Document Examination**

All books, records, documents and accounting procedures and practices of TriMin relative to this Agreement are subject to examination by MnCCC, and either the legislative auditor or the state auditor as appropriate in accordance with the provisions of Minn. Stat. Section 16B.06, Subd. 4.

VII. Term and Termination

The term of this Agreement shall be January 1, 2022, to December 31, 2024, inclusive, unless earlier terminated prior to expiration as provided by herein.

This Agreement may be terminated prior to expiration by MnCCC or by TriMin for default, and by written notice of default given by the non-breaching party, and to be effective upon expiration of a designated cure period of not less than thirty (30) days, unless the party alleged to be in default has cured such default(s) within such thirty (30) day cure period.

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

Accepted and Agreed for  
TriMin Systems, Inc.:  
Signed By: [Signature]  
Name: Joe McNiff  
Title: VP/ Director of Services  
Date: 11/3/2021

Accepted and Agreed for  
MnCCC:  
Signed By: [Signature]  
Name: \_\_\_\_\_  
Title: MnCCC Chair  
Date: 11/4/2021

Accepted and Agreed for  
MnCCC:  
Signed By: [Signature]  
Name: Lisa C. Meredith  
Title: Executive Director  
Date: 11/4/2021

Accepted and Agreed for  
MnCCC:  
Signed By: [Signature]  
Name: Michelle May  
Title: JIC Chair  
Date: 10/28/2021

**ATTACHMENT A**

**IFSPI Support Agreement 2022 – 2024**

**Fee Summary – Annual**

<u>Support Elements</u>	<u>Support Fees</u>		
	<u>2022</u>	<u>2023</u>	<u>2024</u>
Level 1 Support	\$ 145,000.00	\$ 150,000.00	\$ 155,000.00
Level 2/3 Support	\$ 575,000.00	\$ 605,000.00	\$ 635,000.00
Infrastructure Modernization Projects	\$ 190,000.00	\$ 197,600.00	\$ 205,500.00
<b>Annual Contract Total</b>	<b>\$ 910,000.00</b>	<b>\$ 952,600.00</b>	<b>\$ 995,500.00</b>

IFS Analyst role fees are included in Level 2/3 Support in the Fee Summary above, as the IFS Analyst role is primarily responsible for Level 2 Support and Level 3 enhancement coordination with JIC, in addition to other duties for IFS Analyst role as listed earlier in this document.

<u>IFSpi Release Update Fees</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
Hourly Rates	\$175	\$180	\$180

## ATTACHMENT B

### Service Level Agreement (SLA) Obligations and Procedures – IFSpi Support

This Attachment defines the SLA requirements referenced in the master agreement.

#### Severity Levels, Prioritization, and Response Time Requirements

- Each Support request will be logged into TriMin's support tracking system (JIRA) and assigned a unique tracking number.
- New Support Requests will be given a label regarding Severity:
  - Severity 1: Critical Business Impact* - IFSpi system is not accessible
  - Severity 2: Significant Business Impact* – An IFSpi component is unavailable to users
  - Severity 3: Some Business Impact* - IFSpi system is fully available, but a significant issue is causing delays or workarounds
  - Severity 4: Minimal Business Impact* - IFSpi system is fully available, but minor issue requires assistance
- Highest priority will be given to Severity 1 Issues, with Severity 2, 3, and 4 in descending priority sequence.
- End user will assign severity, TriMin can adjust severity label with MnCCC approval.
- Response Time Goals:
  - Severity 1* – Within 1 hour for initial response, with all available TriMin resources to support until IFSpi system is up and running again. TriMin resources will work 7 days a week, 24 hours a day until the issue is solved. TriMin will provide regular updates to the client personnel on the status and resolution of the Issue. MnCCC and the affected client personnel shall be notified if the issue is not resolved in 4 hours. The notification shall include an expected time to resolution. This update shall occur every 4 hours until the Issue is resolved.
  - Severity 2* – Within 2 hours for initial response, subject to Severity 1 priorities, with all available resources to support Issue resolution until the issue is solved. Regular updates (at least at every 20 hour work interval) will be provided by TriMin to client designated staff. Escalation to designated MnCCC and client-personnel is required after 20 working hours if the issue has not been resolved. TriMin will work on these issues during normal business hours.
  - Severity 3* – Within 4 hours for initial response, subject to Severity 1 and 2 priorities. Regular updates (at least at every 40 hour work interval) will be provided by TriMin to client designated staff. Escalation to designated MnCCC and client-personnel is required after 60 working hours if the issue has not been resolved. TriMin will work on these issues during normal business hours.

**Severity 4** – within 8 hours for initial response, subject to Severity 1, 2 and 3 priorities. TriMin will work on during normal business hours. These issues are expected to be resolved within a commercially reasonable time. No escalation of these types of issues is required unless the issue has not been resolved within 3 months. After 3 months escalation of the issue must be made to MnCCC, and the affected client designated staff.

#### **Hours of Service**

TriMin Support for IFSpi will be staffed and available from 8:00 A.M. to 4:30 P.M. central time, Monday through Friday, excluding TriMin holidays.

#### **Boundaries of Service**

The focus of TriMin's support is the IFSpi application and while many other factors can affect the availability and performance of IFSpi, TriMin will engage and assist in problem determination until an acceptable resolution is reached. Issues not covered by IFSpi support may include:

- o Internal county/agency IT responsible systems
- o Another vendor/application support not related to IFSpi
- o IBM core operating systems, except as related to IBM standard updates that IFSpi must operate under/or with.
- o Microsoft core operating systems, except as related to Microsoft standard updates that IFSpi must operate under/or with.
- o Billable services from TriMin (for a project outside of IFSpi Support Agreement)

#### **Examples of services not covered under the IFSpi Support Agreement:**

- o 3<sup>rd</sup> party software fees or support unless the 3<sup>rd</sup> party software is part of the IFSpi application.
- o Server migrations and server setup.
- o Operating System updates or troubleshooting (IBM or Windows servers), except as related to Microsoft or IBM standard updates that IFSpi must operate under / or with.
- o Applying OS updates to application and/or web server updates.
- o Networking issues internal to county or agency.
- o PC Issues or PC troubleshooting, except as related to Microsoft or IBM standard updates that IFSpi must operate under / or with.
- o Remote connection issues.
- o Issues controlled by State of MN.
- o Issues caused or initiated by county/agency that impact IFSpi or Cash Drawer that require TriMin assistance to resolve (i.e. user error - approving budget prematurely and needing to manually "fix" data).
- o Support for non-IFSpi / non-Cash Drawer applications or county systems.

- Future 3<sup>rd</sup> party fees (if any) for what is currently "freeware" embedded within IFSpi (i.e. Crystal Reports viewer, xls converter, PDF viewer, etc.) These must be identified ASAP and a written report supplied to MnCCC within 90 days of contract signing.

#### Customer Responsibilities

- IFSpi Users will support their own requests for support with timely communication during and after problem resolution.
- IFSpi users will provide a high speed remote access capability to TriMin, as needed, to help resolve support issues. TriMin agrees to follow the individual agencies / counties requirements for this connectivity.
- IFSpi users will work with their local IT staff to rule out local issue before contacting TriMin.
- IFSpi users are encouraged to consult the TriMin IFS Portal and/or IFS Golden for additional help information.
- Users need to supply as much detail of the issue to the TriMin help desk as possible. Examples of Information needed is:
  - Knowing if they are running IE in compatibility mode, and what IE version they are on.
  - Knowing if the issue is isolated, or happening multiple time and to different IFSpi users.
  - If the problem can readily be recreated, knowing the specific steps that cause the issue.
  - Knowing if any changes have occurred in the local system/network environment (new levels of operating system, or hardware, or web server, etc.).
  - If any local diagnostics were run, being able to share them with TriMin.
  - Sharing screen shots of issue, or error code.

#### Reporting

- TriMin will provide MnCCC approved reports to MnCCC concerning the following aspects of IFSpi Support, These reports shall be supplied bi-monthly or on a schedule mutually agreed to by MnCCC, and TriMin
  - Volume of Support Issues (new vs. resolved).
  - Resolution Type for Support Issues.
  - Volume of Issues by reporting agencies.
  - Trends in support.
  - Severity 1, 2, 3, 4 issues reported/resolved.
  - "Bugs" fixed/pending.
  - Enhancements completed/pending.
  - Modernization Project activities status and hours usage.

**ATTACHMENT C**

**Level of Support document to be maintained by JIC and list shared with TrIMin upon commencement of this agreement and when any changes are made.**



## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is made by and between The Schneider Corporation ("Professional"), an Indiana Corporation, and Freeborn County, Minnesota ("Client"), on July 6, 2010.

PROFESSIONAL

CLIENT

The Schneider Corporation  
Historic Fort Harrison  
8901 Otis Avenue  
Indianapolis, Indiana 46216  
317-826-7100

Freeborn County, Minnesota  
411 S. Broadway  
Albert Lea, MN 56007  
507-377-5102; 507-377-5789

Project Name: GIS Professional Services

Common Location: Albert Lea

Sec/Twp/Rg: N/A

County: Freeborn

Client intends to contract for **GIS Professional Services ("Project")**:

### AGREEMENT

For and in consideration of the mutual promises contained in this Agreement, Professional and Client agree as follows:

1. **Scope of Services.** Professional shall provide Client with services in connection with the Project as described in Scope of Services (Attachment A). Professional shall use the standard of care typically exercised in conducting professional practices outlined in the Scope of Services.
2. **Schedule of Services.** Professional shall start and complete work as set forth in the Scope of Services. Professional shall conduct the work in an expeditious manner subject to limitations such as weather, information acquisition, communications and other factors outside of Professional's control. Both parties recognize that the schedule of services is subject to factors that may be unknown at the time of this Agreement. If modifications, changes or adjustments of these terms and conditions become necessary, such modifications shall be made in accordance with paragraph No. 8 below.
3. **Authorizations to Proceed.** Unless specifically provided otherwise in the Scope of Services, Client shall give Professional authorizations to proceed for each phase of the Basic Services and for each Additional Service prior to Professional commencing work. Authorizations may be in writing, or may be verbal, with subsequent confirmation in writing.
4. **Client's Responsibilities:** Client shall do the following in a timely manner so as not to delay the services of Professional: (1) Designate in writing a person to act as Client's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions and receive information with respect to Professional's services for the Project. Professional may rely fully on information and instructions provided by Client's representative. Hereinafter, all references in this Agreement to "Client" mean Client or Client's Representative. (2) Provide all criteria and full information as to Client's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations, and furnish copies of all data needed to create the Project. (3) Assist Professional by placing at Professional's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project; all of which the Professional may use and rely upon in performing the services under this Agreement. (4) Give prompt written notice to Professional whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Professional's services, or any defect or nonconformance in the work of any contractor.

5. **Payment for Services.** Client shall compensate Professional for services rendered according to Schedule of Fees (Attachment B). These rates are agreed to in anticipation of the orderly and continuous progress of the Project through completion, and are subject to escalation in accordance with Schedule of Fees.
6. **Payment Terms.** Government Client agrees to pay all fees within 60 days of the date of the invoice. Non-government Client agrees to pay all fees within 30 days of the date of the invoice. Balances due over 30 days will be assessed an interest rate of 1½ % per month (18% per year) for Non-Government Client. Client agrees to pay for any costs of collection including, but not limited to lien costs, court costs or attorney's fees involved in or arising out of collecting any unpaid or past due balances.
7. **Invoicing.** Detailed billings will be provided on a monthly basis.
  - A. **Fixed Fee** - The invoices will be based on Professional's estimate of the proportion of time spent on each phase of the project at the time of billing relative to the total fee for those phases, plus actual reimbursable expenses.
  - B. **Time and Materials** - The invoices will be based on the applicable billing rate for actual hours expended during the billing period, plus reimbursable expenses as outlined in the Schedule of Fees.
8. **Modifications and Adjustments.** If specific periods of time for rendering services set forth in the Scope of Services are exceeded through no fault of Professional, or if Client has requested significant modifications or changes in the general scope, extent or character of the Project, all rates, measures and amounts of compensation, as well as the time of performance, shall be equitably adjusted. The Scope of Services related to the Project may be revised, or modified to include supplementary service for any reason, upon agreement of Professional and Client. Client may modify the scope, extent or character of the Project, necessitating modifications to the Scope of Services or Fee Schedules. In each case, the Scope of Services will be modified in a manner mutually acceptable to the Professional and the Client, and the Fee Schedule will be equitably adjusted to accommodate the changes. Any change to the Scope of Services or the Fee Schedule will be documented in a Contract Change Order. Should the Professional and Client be unable to agree on modifications to the Scope of Services and/or Fee Schedule, Professional shall have the right to terminate this Agreement as outlined in Paragraph No. 9.
9. **Term and Termination.** Professional's obligation to render services under this Agreement will extend for a period which may reasonably be required for the services to be provided, including extra work and required extensions. The initial term of this Agreement for specific renewal-based deliverables, including web hosting and system support, shall be specified in the Scope of Work. These specific deliverables shall automatically renew for successive terms which consist of a twelve month period, subject to earlier termination as set forth in Section 9 or upon written notification by either party 30 days prior to the end of a term. If Client fails to give prompt authorization to proceed with any phase of services after completion of the immediately preceding phase, or if Professional's services are delayed or suspended by Client for more than three months for reasons beyond Professional's control, Professional may, after giving thirty days written notice to Client, suspend or terminate services under this Agreement. If payment is not received within 45 days of the date of invoice, Professional reserves the right, after giving seven days notice to Client, to suspend services to the Client or to terminate this Agreement. Professional shall not be liable to Client or any third parties for any damages caused by the suspension or termination of work for non-payment. Should the Professional and Client be unable to agree on modifications to the Scope of Services and/or Fee Schedule as outlined in Paragraph No. 8, Professional shall have the right to terminate this Agreement upon thirty days written notice to Client. Client may terminate this Agreement for any reason or without cause upon thirty days written notice to Professional. If any work covered by this Agreement is suspended, terminated or abandoned, the Client shall compensate the Professional for services rendered to the date of written notification of such suspension, termination or abandonment.
10. **Limitation of Liability and Responsibilities.** The Client shall hold harmless and indemnify Professional from all loss, damage, costs and expenses which Professional may suffer or sustain which results from acts or omission or any contractor, subcontractor, supplier, or any of their agents, employees or any other persons (except Professional's own employees and agents) at the site or otherwise furnishing or performing any of the contractor's work. Nothing contained in this paragraph, however, shall be construed to release Professional from liability for failure to properly perform duties and responsibilities assumed by Professional under this Agreement.

11. **Computer Files.** This paragraph sets forth the terms and conditions relating to the provision by Professional of any and all electronic media or computer readable information, including software, databases, and information compilations, and the raw data contained therein (hereafter "Computer Files") in connection with the above referenced Project. Geographic Data Layers converted from Client source documents are considered the property of the Client.
- A. Client acknowledges that the Computer Files are protected by trade secret, copyright, and other proprietary rights, and title and ownership of these rights and in the Computer Files remain in Professional. Professional licenses Client to use the Computer Files in the manner set forth for such Computer Files in the Scope of Services, but Professional reserves all rights not expressly granted. The Computer Files may not be used for purposes beyond those set forth in the Scope of Services, and Professional reserves the right to revoke the license if, in good faith, Professional deems that such use has or will occur. In the event Professional revokes the license, Professional will exercise good faith to negotiate a supplemental license provided Professional is satisfied that no originally prohibited use will occur.
  - B. To the extent the Computer Files include any trade secret or other confidential information of Client, Professional agrees to keep such information confidential. Professional is otherwise free to use the Computer Files and other related materials in other projects for Client, for Professional's business purposes, or for third parties unless a restriction is set forth in the Scope of Services.
  - C. The Computer Files shall be used only by Client or those third parties expressly contemplated in the Scope of Services (Attachment A) and the license granted hereunder does not include the right to sublicense.
  - D. Except to the extent required by the use(s) expressly set forth in the contract, Client may not: alter, modify or adapt the Computer Files or any part thereof; translate, reverse engineer, de-compile, disassemble, or create derivative works of the Computer Files or any part thereof; or remove or modify any proprietary markings, certifications or restrictive legends physically or electronically placed on the Computer Files.
  - E. Professional warrants to Client that any provided Computer Files will substantially conform to any specification(s) in the Scope of Services (Attachment A) for one (1) year, but does not warrant that the use of any provided software will be uninterrupted or error free. Client's exclusive remedy for breach of this warranty will be to receive replacement of non-conforming Computer Files with conforming Computer Files. If Professional does not provide conforming Computer Files within 60 days after receiving written notice, Client shall be entitled to a refund of the fees paid to Professional in connection with this Agreement.
  - F. Professional shall have no liability or responsibility for problems with the Computer Files (specific to computer software developed by Professional) caused by misuse, improper installation, alteration or modification by Client, or for problems arising out of the malfunction of Client's equipment or other software not supplied by Professional. Client acknowledges that the Computer Files may include features limiting their operability beyond the scope of the license, and Professional shall be entitled to use self-help, including electronic means, to prevent use of the Computer Files beyond their licensed scope. Client acknowledges that, regardless of whether the Computer Files may be useful by Professional in performing other projects or services for Client or that such other potential uses are referenced in the Scope of Services, the right and ability to use the Computer Files in connection with additional projects or services for Client shall reside solely with Professional.
  - G. To the fullest extent allowed by law, and except for the warranties expressly stated herein, the computer files are provided "as is", and professional disclaims all other warranties, terms or conditions, express or implied, either in fact or by operation of law, statutory or otherwise, including warranties, terms or conditions regarding merchantability, fitness for a particular purpose, non-infringement, and satisfactory quality.
  - H. Professional shall not be liable to client for any incidental, special, indirect, consequential or punitive damages of any character, including without limitation, damages for: loss of business or good will, work stoppage, loss of information or data, loss of revenue or profit, computer failure, or other financial loss arising out of or in connection with the installation, maintenance, use, performance or failure of the computer files, regardless of the legal theory asserted, whether based on breach of contract, breach of warranty, tort (including negligence), product liability, or otherwise, and even if professional has been advised of the possibility of such damages and even if a remedy set forth herein is found to have failed of its essential purpose. Professional's

liability to client, regardless of the legal theory of any claim, shall not exceed the fees paid to professional in connection with the contract.

12. **Assignment.** Neither Professional nor Client shall assign, sublet or transfer any rights under or interest in this Agreement without prior written consent of the other party. Any assignments shall be of all rights, obligations, interest and responsibilities hereunder. Nothing in this paragraph shall prevent Professional from employing independent professional associates and consultants to assist in the performance of the services hereunder.
13. **Rights and Benefits.** Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Professional, and all duties and responsibilities pursuant to this Agreement will be for the sole and exclusive benefit of Client and Professional and not for the benefit of any other party. All reports, drawings, and any other documents, data or information prepared by Professional in conjunction with the services provided for under this Agreement shall remain the sole property of Professional.
14. **Successors.** This Agreement is binding on the partners, successors, executors, administrators and assigns of both parties.
15. **Applicable Law.** The terms and conditions of this Agreement are subject to the laws of the State of Minnesota.

This Agreement together with the Attachments identified above, constitute the entire Agreement between Client and Professional and supersede all prior written or oral understandings related thereto. IN WITNESS WHEREOF, the parties hereto have executed this Agreement, or caused this Agreement to be executed by their duly authorized official or agent.

**CLIENT**

Freeborn County, Minnesota

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**PROFESSIONAL**

The Schneider Corporation

By: \_\_\_\_\_  
Print: Jeff Corns, GISP  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**ATTACHMENT A**  
**SCOPE OF SERVICES**  
Name of Project: GIS Professional Services

Professional shall provide Client with services in connection with the Project as described below:

The intent of services provided under this contract is to assist Client with the development and/or maintenance of the Client's information system (including but not limited to GIS). This may include consulting, technical support, programming, website development and/or hosting or the generation of additional layers.

Client shall provide to Professional the following:

To ensure that the products and services are provided in an accurate, timely, and comprehensive manner, the Client is expected to provide to the Professional at no cost:

- Originals or high quality copies of available maps, documents, and database files as needed by the Professional in order to prepare the digital data sets or other services specified.
- Staff time as necessary to locate, collect, and organize source documents; review digital data products for accuracy and completeness; and respond to the Professional's requests for data and system information.
- Office space, equipment, and supplies as necessary to locate, collect, and organize source documents; review digital data products for accuracy and completeness; conduct interviews and project meetings; and respond to the Professional's requests for data and system information.
- Any other materials or services judged by mutual agreement to be appropriate for the GIS project.

Deliverables are subject to the following restrictions, cautions and disclaimers:

- All web data hosting services are contingent on the availability and usability of the appropriate underlying databases and GIS layers.
- Professional may, at its discretion, periodically add additional features to, or make corrections and improvements to, the web services provided to the Client to enhance the access and/or display of the web site features.
- Web site hosting and maintenance is done on software and hardware owned and operated by Professional.
- Additional services not explicitly described as a deliverable, including but not limited to such things as modifying web page appearance and functional changes due to underlying database changes, will be provided to the Client under separate fees with a specific Authorization to Proceed.

**ATTACHMENT B  
SCHEDULE OF FEES**  
Name of Project: GIS Professional Services

Client shall compensate Professional for services rendered in accordance with the following:

**Fixed Fee -** Client shall receive monthly invoices reflecting the prior month's services, based upon a percentage of completion of the project. Percentage of completion will be estimated by Professional, and regularly communicated with the client.

Other Fixed Fee phases of this project may be developed during the course of this agreement. Once the estimates are accepted, an Authorization to Proceed will have to be signed and submitted before work will begin.

**Hourly Services -** Client shall receive monthly invoices reflecting the prior month's Hourly services.

***Hourly Fee Schedule***

<u>JOB CLASSIFICATION / TITLE</u>	<u>REGULAR HOURLY RATE</u>
PRINCIPAL	\$167.00
GIS DIRECTOR	\$145.00
GIS SR PROJECT MGR	\$150.00
GIS PROJECT MGR	\$125.00
GIS PROJECT COORDINATOR	\$105.00
GIS SENIOR DEVELOPER	\$175.00
GIS DEVELOPER	\$150.00
GIS ANALYST	\$125.00
GIS SENIOR CONSULTANT	\$175.00
GIS CONSULTANT	\$150.00
GIS SPECIALIST	\$125.00
GIS TECHNICIAN IV	\$85.00
GIS TECHNICIAN III	\$75.00
GIS TECHNICIAN II	\$65.00
GIS TECHNICIAN I	\$55.00
ADMINISTRATION	\$56.00

**Hourly Services Expenses:**

Travel time for onsite visits will billed at \$55.00 per hour.

Certified mailings or Shipping	at cost
Other out-of-pocket expenses	cost plus 10%

All hourly services phase fees remaining under this contract are subject to an increase at the discretion of Professional. The Client will be notified in writing of any changes in fees.

**DESIGNATION OF CLIENT'S REPRESENTATIVE**

Name of Project: GIS Professional Services

In accordance with Paragraph 4(1) of the Professional Services Agreement between Freeborn County, Minnesota ("CLIENT") and The Schneider Corporation ("Professional"), dated July 6, 2010 Client hereby designates Scott Woitas to act as Client's representative with respect to the services to be rendered under this Agreement. This designee shall have complete authority to transmit instructions and receive information with respect to Schneider's services for the Project unless or except as outlined below.

Exceptions (list below)

**CLIENT**

Freeborn County, Minnesota

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

Print: \_\_\_\_\_

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

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

**AUTHORIZATION TO PROCEED**  
Name of Project: GIS Professional Services

In accordance with Paragraph 3 of the Professional Services Agreement **Freeborn County, Minnesota** ("CLIENT") and The Schneider Corporation ("Professional"), dated **July 6, 2010**, The Schneider Corporation is hereby authorized to proceed on the following phases of the project:

**Scope of Services**

**1. Beacon Portal Development**

Development of a publicly accessible web- based property information portal featuring land assessment, taxation, CAMA, and real estate data provided to Professional by Client. This site will include the following:

- a. Property ownership, location, valuation, recording, and tax information from Client's property tax administration system.
- b. Detailed residential, commercial, and agricultural land and improvements information from Client's CAMA real estate system.
- c. Property sales history from the Client's CAMA real estate system.
- d. Property Sketches (if available).
- e. Property Photos (if available).
- f. Soils report (if available).
- g. Mailing labels components
- h. ESRI compatible vector and raster spatial data from Client's existing GIS data sources and the City of Albert Lea GIS data that is stored on the Client's servers.
- i. Dynamic relationship between the parcel reports and an ArcIMS based Internet map service. This will allow the user to search for a property and be taken directly to the queried parcel on the map, and alternatively select a parcel on the map and be taken directly to the specific report(s) associated with the parcel.
- j. Interactive GIS mapping interface including navigation tools such as zoom in, zoom out, dynamic and fixed panning, feature selection and query, interactive overview map, and legend. Also included are map tools to measure distance and area, buffer selected features, zoom to scale, identify features, and map printing to multiple paper sizes.
- k. Additional features available to all beacon web site clients, including multiple search criteria, dynamic user help guides, Client contact information, and user feedback forms.
- l. Additional components elected by Client:
  - i. Official Payment Corporation's online payment interactive link.
  - ii. Account Management for restricting certain information to specific users
  - iii. Comparable Search query and report functionality
  - iv. Land Shark link
    - 1) Provide a link that says, "Click here to search for documents in LandShark". Clicking the link will take the user to the LandShark page and will require the user to log in as a registered LandShark user, and search for documents in LandShark. (No additional fees)
  - v. Beacon integration with Application Xtender.
    - 1) Professional will develop a direct link to document image files in Client's existing Application Xtender system. This interface will use a web service developed by Professional which wraps the AXQnR DLL for external application access to Application Xtender documents.
    - 2) The Beacon product will request documents from the Application Xtender system based on ID numbers for each document type as indicated below. The Client will provide map feature attribute data as needed to relate map features in beacon to documents in the Application Xtender system.
      - a) Drainage Map documents (linked to the soon-to-be developed drainage layer). Drainage layer features must be attributed with key values that are supported by document retrieval calls to the AXQnR DLL.
    - 3) Client must provide a Windows based Web server with the AXQnR DLL installed on the server.
- m. Professional will provide an automated routine to transfer data from Client's local computer data sources to Professional's servers over a high speed Internet connection. This automated routine can be scheduled to update data to the website on a daily or weekly basis.

**AUTHORIZATION TO PROCEED**  
**Name of Project: GIS Professional Services**

**2. Beacon Portal Hosting and Maintenance**

Hosting and maintenance of the above described portal from Professional's secure data server facility for an Initial Hosting Term of three, 12-month periods.

Professional's web data server facility includes a redundant/fail over power system, multiple power sources and long term generator power, and multiple entry points for Internet bandwidth from different providers for increased reliability. Services include daily automated transfer of data updates, mutually agreed upon website improvements and modifications, and regular functionality enhancements through the web hosting period. Services related to connecting to new versions of existing third party databases and services related to connecting to new databases in the event of a change in third party providers are not covered by this item. Professional will also maintain website usage statistics which can be viewed by Client staff on the beacon interface. Certain onsite hardware and software configurations may require additional third party software (not included this agreement). The update feature requires the Client to maintain a dedicated Internet access with a minimum speed of 256K. Services also include monitoring of Professional's web servers on a 24/7 basis; however, because of infrastructure issues beyond the control of Professional's staff, web services are not guaranteed to be available 24 hours per day, 7 days per week.

**Fixed Fee Information**

- 1. Beacon Portal Development - \$40,000 discounted to \$5,000 one-time fee for signing a multi-year agreement plus \$3,000 for a total of \$8,000.**

This phase includes connections to Client's CAMA, Tax, and GIS databases and development of the Application Xtender web service and modules.

- 2. Beacon Portal Hosting and Maintenance: \$905/month for 36 months: \$32,580**

- \$550/month core hosting for approximately 30,000 parcels which includes connections to CAMA database, Tax Administration database, and GIS map layers
- Comparable search module: \$150/month
- Account management/password authentication module: \$105/month
- Official Payments Corp link: \$50/month
- Document Access for scanned documents: \$50/month

**AUTHORIZATION TO PROCEED**  
**Name of Project: GIS Professional Services**

**Project Schedule**

**1. Beacon Portal Development**

Professional requires the following information and technical assistance from the Client to access data sources defined in the Scope of Services.

- a. Database connection information
  - i. Server name or IP address.
  - ii. Database name.
  - iii. User login information for read access.
  - iv. Data dictionary or schema, as available.
- b. Network paths to all file data sources.
- c. Installation of Professional's Remote Support application on a computer with network access to the Client's data sources and files.

All information must be provided by the Client to the Professional at least 21 days prior to the start of the Initial Hosting Term, defined below, to ensure that all data will be available on the portal at the start of the Initial Hosting Term.

**2. Beacon Portal Hosting and Maintenance**

The Initial Hosting Term shall be **September 1, 2010 – August 31, 2013**

The Initial Hosting Term shall begin at the date above regardless of project delays resulting from Client's failure to provide Professional with information required to access project data sources according to the project schedule. Any project delays on the part of the Professional will result in the initial hosting term starting the first day of the first month following the completion of the portal's development and release from Professional to Client.

Hourly services (provided on demand and invoiced monthly according to Attachment B).

Pricing is valid through

**CLIENT**

**Freeborn County, Minnesota**

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## BOARD RATIFICATION STATEMENT

*Due back to MnCCC by September 6, 2024*

The Board of \_\_\_\_\_ has ratified the Professional Services Agreement between TriMin Systems Inc. and the Minnesota Counties Computer Cooperative (MnCCC) for the maintenance and support of IFS. The Agreement will be effective January 1, 2025, through December 31, 2027. This Agreement commits the participating members for the term of the contract and the financial obligations associated with this agreement.

Signed: \_\_\_\_\_  
Board Chair

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

Attest: \_\_\_\_\_

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

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





**FREEBORN COUNTY BOARD OF COMMISSIONERS  
AGENDA REQUEST**

<input checked="" type="checkbox"/> REGULAR AGENDA <input type="checkbox"/> INFORMATIONAL ONLY DATE OF MEETING: 08/06/2024	<b>ACTION REQUESTED:</b> <input type="checkbox"/> Motion <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Discussion <input type="checkbox"/> Request Board direction
<b>SUBMITTED BY:</b> Kelly D Hendrickson	<b>DEPARTMENT:</b> Auditor-Treasurer
<b>PRESENTED BY:</b> Kelly D Hendrickson	<b>ESTIMATED TIME NEEDED:</b> <5 minutes
<b>SUMMARY OF ISSUE/TOPIC:</b> Consider a resolution for a six-month loan from the General Fund to a "Team 3" Sheriff Turnkey Bank Account.  The Turnkey system will move to a Team 3 classification that will provide debit cards to inmates released vs. issuing a check. Checks will still be issued for transfer to another facility, ICE inmates and missions. There is no charge to Freeborn County for the issuance of the debit cards.  A no fee account is being opened at CCF Bank which Freeborn County holds a Banking Services contract with and it will have a no fee structure.  The account hold funds for the jail inmates to use for purchases through the jail.  This loan is temporary to facilitate the transition from the Team 2 Turnkey Account account to the Team 3 Turnkey.	
<b>OPTIONS/ALTERNATIVES/OTHER COMMENTS:</b>	
<b>RECOMMENDED BOARD ACTION( MOTION/RESOLUTION);</b> Approve	
<b>Fiscal Impact:</b> <input type="checkbox"/> COST AMOUNT _____ <b>BUDGETED</b> <input type="checkbox"/> Y <input type="checkbox"/> N <b>MANDATED :</b> <input checked="" type="checkbox"/> Y <input type="checkbox"/> N <b>BY WHAT AGENCY:</b> MN Statute _____	
<b>Other comments:</b>	

**RESOLUTION 24-XXX**

**WHEREAS**, Freeborn County has bank accounts required by Minnesota Statutes for various county funds under the discretion of the Auditor-Treasurer and;

**WHEREAS**, THE Auditor-Treasurer strives to obtain safe, cost effective banking for Freeborn County and is moving funds to a lower cost solution;

**THEREFORE RESOLVE**, that the board of Commissioners authorizes a six-month short-term loan from the General Fund to a new Sheriff Turnkey Team 3 Bank Account at CCF Bank in the amount of \$20,000.00 for the purpose of covering debits during the transition from a prior Team 2 Turnkey Account at CCF Bank.

**I HEREBY CERTIFY**, that the above is a true and corrected copy of a resolution adopted by the Freeborn County Board of Commissioners at their session of the 6<sup>th</sup> day of August, 2024, and as it appears on the minutes of their record of proceedings.

---

Brad Edwin  
Freeborn County Board Chair  
County of Freeborn  
State of Minnesota



# Welcome to ReleasePay MasterCard Inmate Release Card Program

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## On Boarding Process

1. Facility completes the Agent Agreement Document and emails back to [NewAccounts@rpdfin.com](mailto:NewAccounts@rpdfin.com).
2. Facility is provided Welcome Letter and other documents outlining the program.
3. Software update or install is scheduled and completed by provider.
4. Test transaction is completed by RFS and software provider.
5. Training is provided by RFS account manager as well as software provider.
6. Onboarding is complete and card loading is available for the facility.

Once RFS receives the Agent Agreement Document from the facility please allow 10 business days for the delivery of the debit cards.

# Funds Flow Process

**ACH Schedule:** Card Funding, ACH Initiating, and ACH Clearing

Card Load Dates & Times	Day RFS ACH	Day ACH Clears Facility's Bank
Friday 00:00 CST thru Sunday 23:59 CST "Friday, Saturday, Sunday"	Monday	Tuesday
Monday 00:00 CST thru Monday 23:59 CST "Monday"	Tuesday	Wednesday
Tuesday 00:00 CST thru Tuesday 23:59 CST "Tuesday"	Wednesday	Thursday
Wednesday 00:00 CST thru Wednesday 23:59 CST "Wednesday"	Thursday	Friday
Thursday 00:00 CST thru Thursday 23:59 CST "Thursday"	Friday	Monday

The release card program works on a banking schedule called "the good funds model", which simply means that monies must be on deposit in the "loading" account at the sponsor bank at time of loading. Rapid will "credit" the loading account so that the loads can happen in real time, thus making the monies available to the cardholder immediately upon loading. Rapid will "pull" funds from the facilities inmate bank to replenish the amount that Rapid loaded during the previous 24 hours cycle. All accounts should "balance" each day that the cycle operates.

Any banking holidays will be included in the batch for the following regular business day. ACH processing is only done Mondays thru Fridays.

## Card Inventory

Card inventory will be monitored and delivered to your facility automatically based on your usage. RFS has an automated inventory system that tracks the loading of cards.

Card are contained in a card jacket to include the Terms and Conditions. This card jacket protects the security of the card number as well as provides instructions for using the card.

Your initial card shipment will be sent to the contact person listed in your Agent Agreement Document. If you need additional cards please contact card inventory group at [cardinventory@rpdfin.com](mailto:cardinventory@rpdfin.com).

## Card Fee Details

Program Fee Details: Rapid is committed to provide the inmates with multiple options to receive 100% of their funds for no cost. We understand that to deliver a program that respects all parties the fee details must be fair and easy to access the no cost options.

Currently many facilities are using a check to pay the inmate the remaining of their trust balance which means they must take the check to a bank to "cash". Depending on the bank and if the inmate is "banked" there could be a fee to "cash" their check.

Rapid allows an inmate to take their card to a bank and request a "cash advance" which means they can cash their card as they do a check, but there are no fees for this service.

Rapid also never charges a transaction fee to perform a transaction at a retail establishment, plus the inmate has the option to request "cash back" after a POS transaction for free.

If the inmate is banked, they can request a card to bank ACH transfer for free.

If the inmate wants 100% of their funds, they can request a check from Rapid.

## Card Details

A PIN will automatically be set for each activated ReleasePay Prepaid MasterCard. **Details will be covered in your training. As you can see below there is a 3-day grace period on this program.**

<b>Customer Service</b>	
Automated Customer Service--Per Call	\$0.00
Live Customer Service--Per Call	\$0.00
Lost or Stolen Card 24/7--Per Call	\$0.00
<b>General Fees</b>	
Grace Period (days)	3
Weekly Maintenance*	\$2.50
Monthly Maintenance	\$0.00
Paper Statement	\$0.00
Online or Emailed Statement	\$0.00
Close account with check Disbursement	\$0.00
Inactivity Fee	\$0.00
PIN Change Fee	\$0.00
Card Activation Fee	\$0.00
<b>Transaction Fees</b>	
Point of Sale (PIN)	\$0.00
Point of Sale (PIN) International	\$0.00
Point of Sale (Signature)	\$0.00
Point of Sale (Signature) International	\$0.00
Point of Sale (PIN) With Cash Back	\$0.00
Declined Transaction	\$0.00
Declined Transaction International	\$0.00
Cash advance at any Principal MasterCard Location	\$0.00
Card to Card Transfer	\$0.00
Card to Bank Transfer	\$0.00
Card to Check Transfer	\$0.00
Card to PayPal Transfer	\$0.00
Card to Amazon Transfer	\$0.00
ATM	\$2.95--Additional ATM surcharge fee may apply
ATM Balance Inquiry	\$1.50
ATM Decline	\$2.95.
<b>Card Limits</b>	
Maximum Load	\$9,700.00
Minimum Load	\$0.01

\*If there are still funds on the card after 3 days (72 hours) after loading the card can incur a weekly service fee of \$2.50 per week.

# System Maintenance

Notice will be provided when there will be maintenance windows where RFS and/or our processing partners will be updating our respective systems. It is possible you may experience intermittent service during these windows.

If you experience issues outside of the maintenance window, please call customer service at 833-833-0414 or email [rfshelpdesk@rpdfin.com](mailto:rfshelpdesk@rpdfin.com).

## Program Contacts

### Cardholder Customer Service

- 1-877-592-1118
- Phone number provided on back of card
- 24/7 coverage
- All customer service needs
- Email: [support@rpdfin.com](mailto:support@rpdfin.com)

### Facility Customer Service

- Jail Administrator Hotline: (833) 833-0414
- 24/7 coverage
- Email: [rfshelpdesk@rpdfin.com](mailto:rfshelpdesk@rpdfin.com)

### Facility Relationship Managers

- **Zach Norton (East Region)**
  - (435) 535-3454 ext. 1836
  - zach.norton@rpdfin.com
- **Clint Lawrence (West Region)**
  - (435) 535-3454 ext. 1835
  - clint.lawrence@rpdfin.com

# RELEASE PAY

## Exhibit A

### Security Requirements for the Storage of Prepaid Cards

The security requirements in this document are based on policies and guidelines developed by the Payment Networks and industry best practices. These requirements must be implemented at all locations that store and distribute instant-issue card products.

## Card Ordering

Card orders will be shipped to the designated locations by RP or its assignees by bonded and approved carrier. Card orders must be signed for upon arrival. All cards must be placed at the time of receipt into inventory in a secured storage area. An employee designated by management should be appointed to ensure the physical and procedural security policies are implemented.

## Card Inventory

Physical security of the cards in inventory must be maintained at all times. Cards must be stored in a controlled environment, such as a safe or locked storage device, with access limited to employees who have successfully passed background screening checks.

An inventory log must account for the number of cards received, cards used, cards spoiled (cards that cannot be used due to damage, tampering or expiration) and remaining cards that should balance to the number of cards on hand at any time. An explanation of spoilage should be included on the log. Any inventory discrepancy must be reported to RP as soon as detected.

## Card Destruction

RP may request return of unused cards in inventory for destruction for any of the reasons listed below. Cards are compromised or tampered with; Card stock expired; Cards are damaged or defective; Program is terminated.

Cards to be returned should be securely packaged. A copy of the inventory log should be included in the shipment. A second copy of the inventory log should be transmitted to RP electronically. Alternatively, the location may destroy any defective or damaged card and certify its destruction by maintaining a detailed inventory log and destroying the cards. A certified report of destruction outlined in Exhibit B, attached hereto and incorporated herein by this reference must be submitted to RP on a monthly cycle even if no cards were destroyed in that period.

# RELEASE PAY

## Exhibit B Certificate of Destruction of Defective or Damaged Cards

I \_\_\_\_\_ certify that the cards listed below were either damaged or defective. I further certify that the cards below were destroyed.

Destruction Date (mm/dd/yyyy)	Card Number	Expiration	Name (first, last)	Signature

# RELEASE PAY

## Frequently Asked Questions

### **When will you send cards?**

Cards are sent automatically based on your usage.

### **What if a facility loses cards?**

Please notify your relationship manager at ReleasePay immediately; however, cards may only be used by the facility they were assigned to.

### **What happens if I reverse a load?**

The funds are returned to your designated bank account.

### **What is the ACH cycle cutoff?**

The 24-hour cycle ends and begins at 12pm Central.

### **How do I do a reversal?**

If your JMS does not have the built-in reversal feature. Your initial contact should be your software provider, as they are best equipped to assist you. If there is a fee that needs to be waived, please contact Customer Support at 1-877-592-1118.

### **What if I cannot reverse the load?**

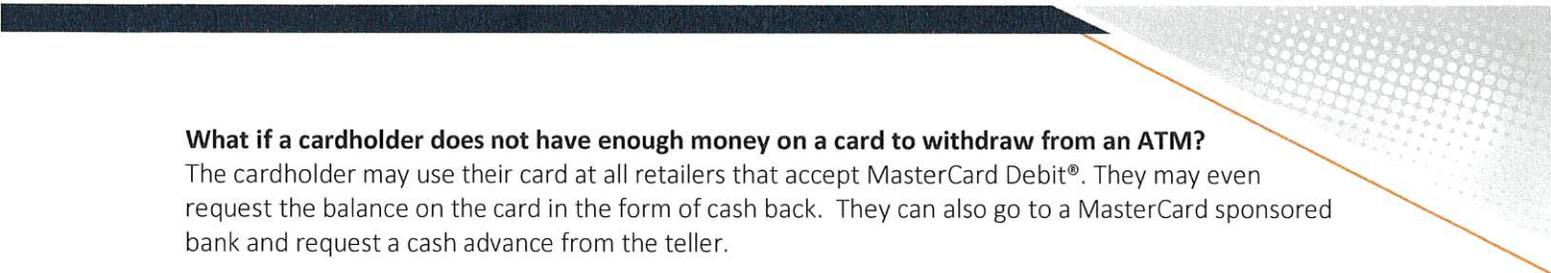
It is possible that a card that has been loaded will have had a fee assessed or funds withdrawn. This will prevent you from doing the reversal. In these cases, please contact your relationship manager at RFS and they will assist in reversing maintenance fees and/or identifying possible transactions that may prevent you from doing a reversal.

### **Where can I refer a cardholder who is having problems using his card?**

You may provide them with our toll-free customer service telephone number (1-877-592-1118) or to our website [www.ReleasePay.com](http://www.ReleasePay.com).

### **Why can't cardholders access their account?**

Occasionally, a card will become blocked due to too many incorrect PIN entries. This preventative measure ensures the security of the funds on the card; however, the cardholder must contact customer support to have the card unblocked. 1-877-592-1118.



**What if a cardholder does not have enough money on a card to withdraw from an ATM?**

The cardholder may use their card at all retailers that accept MasterCard Debit®. They may even request the balance on the card in the form of cash back. They can also go to a MasterCard sponsored bank and request a cash advance from the teller.

**How can the cardholder find out his balance?**

The cardholder can call the IVR toll-free 1-877-592-1118 for account information or they can log in to their account at [www.ReleasePay.com](http://www.ReleasePay.com). Alternatively, they may access their balance at an ATM, however there is a small fee for this service. For this reason, we encourage they check through the IVR or online.

**What is a convenience fee?**

The individual ATM will charge for the use of the ATM. It is in addition to card fees. ReleasePay has no control over the fee and it will vary from ATM to ATM.

**What if a cardholder claims the card does not work?**

ReleasePay will replace the card Free of charge. Simply have the cardholder contact customer service. However, if you believe the card is damaged, one option is to do a reversal of the load and give the cardholder a new card from your stock. Just be sure to add it to your destroy list.

**What if a cardholder loses a card?**

We will replace the card. They must contact ReleasePay customer support.

**Am I responsible for cardholder's problems?**

No, you are not. They may contact ReleasePay and we will assist them.

**Can the card be used outside the US?**

The card can be used in almost every country in the world where Cirrus®, PULSE®, or MasterCard is accepted.

**Can the card be used internationally at point-of-sales?**

The card may be used wherever Maestro®, PULSE®, and STAR® are accepted.

**Who can I call if I have a problem with my account?**

Please call 1-877-592-1118.

**What if the Inmate's Balance is higher than the card's loading limits?**

Issue a second card.

**Where are the PIN numbers for each card?**

We use the year of birth.

**What are Decline ATM fees?**

If a cardholder attempts to withdraw more money than is on the card, plus any fees associated with the transaction the usage attempt will decline.

**When is the Debit Card Activated?**

The card is active once the funds are loaded onto it, no need to place a call.

## Prepaid Debit Inmate Release Program Agent Agreement

This Agent Agreement ("Agreement") is entered into by and between RAPID Financial Solutions, 3065 N 200 W Suite #200 North Logan, UT 84341("Processor") and

Entity Name:

Physical Address:

Phone Number:

Fax:

Tax ID Number:

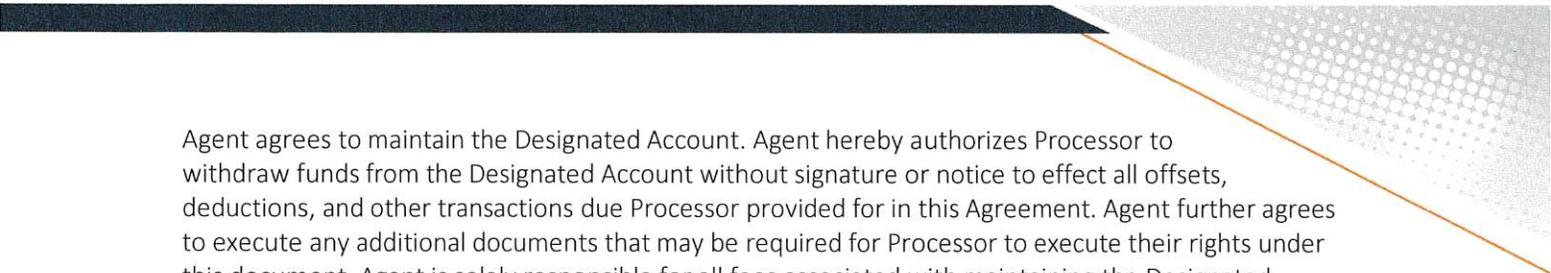
Hereinafter referred to as ("Agent").

Agent acknowledges and agrees that it is solely responsible for registering or qualifying their business, and shall obtain and maintain all necessary licenses, permits and consents to conduct its activities, in any jurisdiction that requires any such registration qualifications, license, permit or consent, except where the failure to do so would not have a material adverse effect. Agent shall implement and comply with the Card Security Requirements outlined in the Facility Boarding Packet.

If any change in the Processing Services or the System are required by applicable laws, rules , regulations, Operating Rules of the Payment Networks, Issuer or other relevant financial institution, Processor shall promptly notify Agent of such modifications or changes and make modifications or changes, as necessary to, (i) the System and/or (ii) the manner and methods used to provide the Processing Services hereunder, as soon as practicable after Processor has been notified of such required changes by the Payment Network, Issuer or financial institution or learns of a law, rule or regulatory change. Any such modification or change so required shall be made without the need for Agent approval and at Processor's sole expense. Processor shall use its best efforts to give Agent timely notice of all material changes to the Program or System which are being made to comply with any known changes in federal or state laws, rules or regulations or the Operating Rules of the Payment Networks, Issuer or other relevant financial institution.

Agent acknowledges and agrees that the System shall not be used to make or facilitate any transaction that is fraudulent or illegal in any applicable jurisdiction. Processor shall have the right to preclude anyone's involvement with the System who may, in Processor's sole determination, violate any federal or state law, rule or regulation, violate Operating Rules. Processor reserves the right to monitor Card activity on its System and to shut down and/or suspend Processing Services in the event that it determines, in its reasonable discretion, that there is illegal, unusual, or suspect activity occurring in relation thereto. Processor shall have no liability to Agent for any adverse financial or other consequences that may result from any action taken pursuant to this Section.

Agent hereby authorizes Processor to ACH Debit and Credit the bank account at the depository financial institution named below (the "Designated Account") on a daily basis or as needed for the prior 24-hour cycle of credits to card accounts



Agent agrees to maintain the Designated Account. Agent hereby authorizes Processor to withdraw funds from the Designated Account without signature or notice to effect all offsets, deductions, and other transactions due Processor provided for in this Agreement. Agent further agrees to execute any additional documents that may be required for Processor to execute their rights under this document. Agent is solely responsible for all fees associated with maintaining the Designated Account. Processor shall notify Agent if at any time there are insufficient funds in the Designated Account to cover any amount that is due and owing to Processor. Agent shall promptly pay such amount to Processor.

This authorization is to remain in full force and effect until Processor has received written notification from Agent of its termination in such time and in such manner as to afford Processor and the depository financial institution named below a reasonable opportunity to act on it. Agent shall give Processor no less than three banking business days notice if the Designated Account is to be changed so as to allow enough time for Processor to make the necessary system modifications.

Bank Name:

Bank City:

Bank State:

Routing#:

Account#:

Bank Contact Name:

Contact Phone Number:

Contact E-mail:

Agent acknowledges and agrees that card accounts are credited in real-time and Processor operates on a good funds model and that funds must be available and on deposit at the Processors financial institution before card account can be credited.

Current estimate of checks/cash issued per day to inmates that are being fully released to the street? \_\_\_\_  
We will use this number to determine your initial inventory needs of debit cards.

The following individuals are authorized to act on behalf of Agent.

**Executive Contact**

Name:

Phone Number:

Fax:

E-mail:



**Administrative Contact**

Name:

Phone Number:

Fax:

E-mail:

**Primary Contact (for day to day operations)**

Name:

Phone Number:

Fax:

E-mail:

**Secondary Contact (for day to day operations)**

Name:

Phone Number:

Fax:

E-mail:

This Agreement shall be construed and enforced in accordance with the internal laws of the State of Utah, without reference to choice of law rules. Any Legal action, including an original complaint or third party claim, or any action arising under or related to this Agreement, including but not limited to a claim for payment under the Agreement, and also including any non-contract claim, shall be brought and maintained exclusively in a state or federal court of competent subject matter jurisdiction in Utah and the parties hereby submit themselves to the personal jurisdiction and venue of those courts for the purpose of any such action.

This Agreement does not create a relationship of agency, joint ventures, partners, employees, servants, or fiduciaries by and between Agent and Processor, and none of the terms and conditions contained herein shall be so construed. None of the parties shall have the power to bind or obligate the other.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors in interest, except that Agent may not assign this Agreement to any person or entity without the written consent of Processor

The Undersigned authorizes Processor to obtain reference information, as it may require and deem appropriate, to validate the statements made within this Agreement.

IN WITNESS WHEREOF:

AGENT:

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

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

PROCESSOR:

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

Name: Daren W. Jackson

Title: President and CEO

# Card Carrier

All cards come in a carrier that gives all information to the card holder for easiest use of the card and contains the terms and conditions in English and Spanish.

## Manage Your Money Your Way



### Register Your Card to access these great features:

- Balance and transaction history
- Transfer funds to other bank accounts, PayPal®, gift cards, or charities
- Additional fraud protection

### How to Register

Visit the website on the back of your card to register.

—OR—

Download the **currencie** App from the App Store or Google Play Store to access the same great benefits.



App Store for iOS



Google Play Store for Android

CUSTOMER SERVICE  
877-287-2448

### FEES FOR RELEASEPAY PREPAID CARD

Weekly fee	Per purchase	ATM withdrawal	Cash reload
<b>\$2.50*</b>	<b>\$0</b>	<b>\$2.95</b>	<b>N/A</b>
ATM balance inquiry	\$1.50		
Customer service	\$0		
Inactivity	\$0		
<b>We charge 2 other types of fees. They are:</b>			
ATM decline	\$2.95		
Card replacement	\$2.99		

\*Begins 3 calendar days after card is issued.

**No overdraft/credit feature.**  
Your funds will be held at or transferred to Axiom Bank, an FDIC-insured institution.

Register your card for FDIC insurance eligibility and other protections.

For general information about prepaid accounts, visit [cfpb.gov/prepaid](http://cfpb.gov/prepaid).

Obtain details and conditions for all fees and services in the Cardholder Agreement on the reverse side of this card carrier.

### WAYS TO AVOID FEES

- **Know your balance** and check your balance online, through the app, or call before using an ATM or making a purchase.
- **For best success**, run your card as credit to avoid potential fees.
- **Use cash advance** to remove your entire card balance at no charge by visiting any MasterCard® principal financial institution.
- **You can run your card as debit** when you make a transaction and ask for cash back.
- **Utilize the direct deposit transfer** service to send funds from your card to your bank account.
- **Check your balance online** or through customer service before using an ATM to avoid a decline fee.
- **If your card is rejected at an ATM, never attempt over and over again.** Some ATM providers impose a fee even for declined transactions. The card provider also imposes a fee for declined transactions.
- **Watch gratuity** as some merchants may authorize your card up to 25% more than the transaction to allow for gratuity, which can cause declined transactions and incur a decline fee.
- **Update your temporary PIN before use.** Do this by calling 877-287-2448.
- **To avoid maintenance fees**, use your card in a timely manner. See fee table for details.
- **If you want to split your payment** between this card and another form of payment, you must specify to the cashier the amount you would like run on the card. Be sure you know the balance on your card before you do this kind of transaction.

**RELEASEPAY**  
POWERED BY RAPID FINANCIAL SOLUTIONS

## GET STARTED

Use your card now for instant access to your funds.

### HOW IT WORKS

**1** Check your balance or change PIN (Personal Identification Number) three different ways:

**Login online** at [www.ReleasePay.com](http://www.ReleasePay.com)

—OR—

**Download the Currencie mobile app**

—OR—

**Call 877-287-2448**

**2** Funds are available immediately once the account has been loaded.

**3** Use your card anywhere MasterCard® is accepted to make purchases.

- At stores
- Online
- Pay bills
- Buy gas

**Do not use your card to "Pay at the Pump" at stations.** The best way to use your card for gas is by seeing the attendant inside and specifying how much you want to spend. Your card may be declined at the pump if you do not have adequate funds, which imposes a decline fee.

INDIVIDUAL WHO BELIEVES THEY HAVE RECEIVED THIS CARD NON-CONSENSUALLY WILL BE ENTITLED TO A FULL INDIVIDUAL CAN CLAIM THEIR FULL BALANCE BY VISITING DAILYPAYME OR CALLING THE NUMBER ON THE BACK OF THE CARD

**Payment Management Solution  
Disbursement Agreement  
For Cards**

This Payment Management Solution Disbursement Agent Agreement ("Agreement") is entered into by and between Rapid Financial Solutions, LLC, ("Rapid"), 3065 N. 200 W, Suite #200 North Logan, UT 84341 and:

Entity Name:

Physical Address:

Phone Number: (    )

Fax: (    )

Tax ID Number:

Hereinafter referred to as ("Client") (collectively the "Parties"). This Agreement is the entire agreement between the Client and Rapid relating to the propriety software products and services procured through Rapid and it governs the Client's use of Rapid's proprietary software products and services.

**A. CERTAIN DEFINITIONS**

1. "Agreement" means this Payment Management Solution Disbursement Agreement for Cards, including all exhibits attached hereto and to be attached throughout the Term of this Agreement, all of which are incorporated by reference herein.
2. "Affiliate" means any person or entity controlled by, under common control of, or controlling Rapid.
3. "Association" means a group of Card issuer banks or debit networks that facilitates the use of payment cards accepted under this Agreement for processing, including, without limitation, Visa, U.S.A., Inc., MasterCard International, Inc., Discover Financial Services, LLC and other credit and debit card providers, debit network providers, gift card, and other stored value and loyalty program providers.
4. "Card" means the network branded card issued by Issuer.
5. "Client Data" means the data put into the services by Client or a cardholder.
6. "Confidential and Proprietary Information" means all information in any form relating to, used in, or arising out of Rapid or its Affiliate's business, services, or operations (whether held by, owned, licensed, possessed, or otherwise existing in, on or about Rapid's premises or Client's offices, residence(s), or facilities and regardless of how such information came into being, as well as regardless of who created, generated or gathered the information), including, without limitation, all information contained in, embodied in (in any media whatsoever) or relating to Rapid's or its Affiliate's inventions, trade secrets, ideas, creations, works of authorship, business documents, licenses, correspondence, operations, manuals, performance manuals, operating data, projections, bulletins, processes, analyses, customer lists and data, sales data, cost data, profit data, financial statements, strategic planning data, financial planning data, pricing, designs, logos, proposed trademarks or service marks, test results, product or service literature, product or service concepts, process data, specification data, know how, software, databases, database layouts, design documents, release notes, algorithms, source code, screen shots, other research and development information and data, technical or security information or architecture, and Intellectual Property. Notwithstanding the foregoing, Confidential and Proprietary Information does not include information that: (a) becomes public other than as a result of a disclosure by Client in breach hereof; (b)

becomes available to Client on a non-confidential basis from a source other than Rapid, which is not prohibited from disclosing such information by obligation to Rapid; (c) is known by Client prior to its receipt from Rapid without any obligation of confidentiality with respect thereto; or (d) is developed by Client independently of any disclosures made by Rapid.

7. "Intellectual Property" means, collectively computer programs, software, systems, related documentation, technology, services, know-how, and processes, developed by Rapid and its Affiliates.
8. "Issuers" and "Sponsor Bank" means the FDIC insured bank that is a member of the Associations and that gives—or issues—credit and debit cards to cardholders or account holders.
9. "Order Form" means a document listing the pricing and product description associated with this.
10. "Payment Management Solution" means Rapid's proprietary software, APIs, processes, user interfaces, know-how, techniques, designs, ideas, concepts, and other tangible or intangible technical material or information provided to Client through remote electronic access.

## **B. RAPID SCOPE OF SERVICES**

The Payment Management Solution provides card issuance and digital disbursements on a single platform. Rapid will provide the Payment Management Solution more fully described in the Order Form.

## **C. LICENSE GRANT AND OBLIGATIONS**

1. **License Grant.** Rapid hereby grants Client a non-exclusive, revocable license to use the Payment Management Solution and related Intellectual Property for its internal business purposes for the term of the Agreement. Rapid, and its Affiliates (and its licensors, where applicable), owns all right, title, and interest, in and to the Payment Management Solution, Intellectual Property, or any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by Client or any other party relating to the services. All rights in the Payment Management Solution and Intellectual Property not expressly granted to Client are reserved by Rapid, its Affiliates, and its licensors. Client shall at all times be responsible for its own compliance with applicable laws, operating rules, and regulations, including but not limited to the Operating Rules and Guidelines of the National Automated Clearing House Association (NACHA), the Electronic Funds Transfer Act (EFTA), Regulation E of the EFTA, applicable data privacy and data protection laws, and the Fair Credit Reporting Act (FCRA). Unless otherwise provided in a separate agreement between Rapid, or an Affiliate, and Client, any intellectual property or machinery provided by Rapid, but not developed by Rapid, is being licensed or purchased by Client directly from the manufacturer or developer of such machinery or third-party intellectual property. Client acknowledges that the license granted herein is limited to Client's use exclusively and that Client does not have the right to sub-license the Payment Management Solution or third-party intellectual property in either their original or modified form. Client agrees that it shall not reverse-engineer, disassemble or decompile the Payment Management Solution. Client shall not give any third-party, except Client's employees, access to the Payment Management Solution without Rapid's prior written consent.
2. **Obligations.**
  - i. Client agrees that Rapid does not control the inputs affecting the amount that is to be paid to the recipients. Client agrees to take full responsibility for the payment amount that is provided to Rapid and shall regularly audit its own bank accounts.
  - ii. Client is responsible for maintaining the security of all access credentials granted to it, for the security of its information systems used to access the Payment Management Solution, and for its end users' use of the Payment Management Solution. Client is responsible for all activities conducted under its login credentials. Rapid has the right at any time to terminate or suspend access to any user if Rapid reasonably believes that such termination or suspension is necessary

to preserve the security, integrity, or accessibility of the Payment Management Solution, any Client Data, Rapid, or Rapid's other customers.

- iii. As required by the EFTA and Regulation E, if Client is providing a government benefit, including but not limited to distributing needs-tested benefits and/or gate money, then:
  - a) Client shall strictly ensure that any person to whom a card may be issued under the Agreement is, in advance of the issuance of a card, provided with a clear and conspicuous choice of payment other than the card, such as, but not limited to, payment by check (the "Payment Choice Requirement").
  - b) Upon Rapid's request no more frequently than quarterly, Client will promptly provide Rapid with a written certification with respect to Client's compliance with the Payment Choice Requirement.
  - c) Client's noncompliance with the Payment Choice Requirement shall (A) constitute a material breach of this Agreement by Client and give Rapid the right to immediately terminate this Agreement upon written notice to Client, and (B) entitle Rapid to indemnification by Client from and against any and all claims, actions, liability, judgments, damages, costs, fines, penalties, and expenses, including reasonable attorneys' fees to the extent arising from Client's noncompliance with the Payment Choice Requirement, which indemnification obligation shall survive the termination or expiration of the Agreement.

3. **Restrictions.** Client acknowledges and agrees that the Payment Management Solution shall not be used to make or facilitate any transaction that is fraudulent or illegal in any applicable jurisdiction. Rapid shall have the right to prevent anyone who may, in Rapid's sole determination, violate, or be suspected of violating, any federal or state law, rule or regulation, or violate any operating rules from accessing the Payment Management Solution. Rapid reserves the right to monitor card activity on any system and to shut down and/or suspend processing services in the event that it determines, in its reasonable discretion, that there is illegal, unusual, or suspect activity occurring in relation thereto. Rapid shall have no liability to Client for any adverse financial or other consequences that may result from any action taken pursuant to this section.

#### **D. THIRD-PARTY PROVIDERS**

Rapid, in its sole discretion, may contract with alternate Issuers, or other third-party providers to provide services under this Agreement. In such event, Client shall reasonably cooperate with Rapid, or its Affiliates, including by executing new third-party agreements; provided, however, that if the terms and conditions of the new third-party agreements are substantially different than this Agreement, then Client shall have the right to terminate this Agreement.

#### **E. LIMITATION OF LIABILITY AND DISCLAIMER OF IMPLIED WARRANTIES**

1. **Limitation of Liability.** RAPID AND ITS AFFILIATES' LIABILITY TO CLIENT FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO THE TOTAL FEES PAID TO RAPID UNDER THIS AGREEMENT (NET OF ASSOCIATION INTERCHANGE FEES, ASSESSMENTS AND FINES, BANKING FEES, OR MERCHANT FEES) FOR THE SIX MONTHS PRIOR TO THE TIME THE LIABILITY AROSE.

WHILE BOTH PARTIES ACKNOWLEDGE THAT THIS IS AN AGREEMENT FOR SERVICES TO WHICH THE UNIFORM COMMERCIAL CODE DOES NOT APPLY, IN NO EVENT SHALL RAPID, OR ITS AFFILIATES BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR LOSS OF BUSINESS INCOME OR LOSS OF DATA ARISING OUT OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGE.

2. **Disclaimer of Implied Warranties.** EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, RAPID AND ITS AFFILIATES HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR FITNESS FOR A PARTICULAR PURPOSE.

#### F. REIMBURSEMENT AND INTELLECTUAL PROPERTY

1. **Compliance with Law and Operating Rules.** If any change in the processing services or the system are required by applicable laws, rules, regulations, or other operating rules of the applicable payment networks, Issuers or other relevant financial institution (collectively, "Applicable Law"), Rapid will promptly notify Client of such modifications or changes and make modifications or changes, as necessary to, (i) the system and/or (ii) the manner and methods used to provide the processing services hereunder, as soon as practicable after Rapid has been notified of such required changes by the payment network, Issuer or financial institution or learns of an applicable law, rule or regulatory change. Any such modification or change so required shall be made without the need for Client approval and at Rapid's sole expense. Rapid shall use its reasonable efforts to give Client timely notice of all material changes to the program or system which are being made to comply with any known changes in federal or state laws, rules or regulations or the operating rules of the payment networks, Issuer, or other relevant financial institution.

Client shall reimburse and hold harmless Rapid, its Affiliates, and third-party providers from and against any claim, loss or action related to Client's violation of Applicable Law, including, without limitation, any election by Client to apply custom fee structures or client surcharges.

2. **Intellectual Property.**
  - i. Rapid and its Affiliates retain all ownership and copyright interest in and to any and all Intellectual Property provided in connection with this Agreement
  - ii. Notwithstanding any other provision of this Agreement, if any third-party claim is asserted, or action or proceeding brought against Client that alleges that all or any part of the Intellectual Property, in the form supplied, or modified by Rapid, or Client's use consistent with this Agreement, infringes or misappropriates any United States intellectual property, or other proprietary right, title, or interest (including, without limitation, any copyright or patent or any trade secret right, title, or interest), Client, upon its awareness, shall give Rapid prompt written notice thereof. Rapid shall defend, and hold Client harmless against, any such claim or action with counsel of Rapid's choice and at Rapid's expense and shall indemnify Client against any liability, damages, and costs resulting from such claim. Without waiving any rights pursuant to sovereign immunity, Client shall cooperate with and may monitor Rapid in the defense of any claim, action, or proceeding and shall, if appropriate, make employees available as Rapid may reasonably request with regard to such defense. This indemnity does not apply to the extent that such a claim is attributable to modifications to the Intellectual Property made by Client, or any third-party pursuant to Client's directions, or upon the unauthorized use of the Intellectual Property by Client.
  - iii. **Remedies.** If the Intellectual Property becomes the subject of a claim of infringement or misappropriation of a copyright, patent, or trade secret, Rapid shall, at its sole cost and expense, select and provide Client with one of the following remedies, which selection shall be in Rapid's sole discretion: (a) promptly replace the Intellectual Property with a compatible, functionally equivalent, non-infringing system; (b) promptly modify the Intellectual Property to make it non-infringing; (c) promptly procure the right of Client to use the Intellectual Property as intended; or (d) terminate this Agreement. The remedies in this section are Client's exclusive remedy with respect to the subject matter hereof.

## G. TERM AND TERMINATION

1. **Term.** Unless otherwise provided in the Order Form, or unless the Client procures the Payment Management Solutions through a third-party, the term of this Agreement shall commence on the date on which Client signs the Order Form, and shall continue in effect for three (3) years (the "Initial Term") unless otherwise set forth on an Order Form; provided, however, that at the end of the Initial Term, and on each subsequent anniversary of the date on which Client signs the Order Form, the term shall automatically extend for additional one (1) year terms unless either party provides, at least ninety (90) days prior to the end of the then-current term, written notice that it does not wish to extend the term or otherwise terminates the agreement for cause pursuant to Section F(2).
2. **Termination for Cause.** Either party may terminate this Agreement for cause ("Cause"), provided that such party follows the procedures set forth in this Section G(2).
  - i. For purposes of this Section, Cause means:
    - a) a material breach of this Agreement, which has not been cured within ninety (90) days of the date such party receives written notice of such breach; or
    - b) the failure by Client to timely pay when due any fees owed to Rapid pursuant to this Agreement and any delinquent amounts remain outstanding for a period of thirty (30) days after Rapid provides notice of its intent to terminate for failure to pay; or
    - c) if Rapid becomes insolvent or bankrupt or is the subject of any proceedings relating to its liquidation or insolvency or for the appointment of a receiver or similar officer for it, has a receiver of its assets or property appointed or makes an assignment for the benefit of all or substantially all of its creditors, or institutes or causes to be instituted any proceeding in bankruptcy or reorganization or rearrangement of its affairs.
  - ii. No party may terminate this Agreement under Section G(2)(i)(a) unless it cooperates in good faith with the alleged breaching party during the cure period and complies in good faith with the dispute resolution procedures set forth in Section I(2) following such period.
  - iii. In the event either party terminates this Agreement, each party shall return all products, documentation, confidential information, and other information disclosed or otherwise delivered to the other party prior to such termination, and all licenses shall terminate.
3. **Survival.** The following provisions shall survive after the Term of this Agreement: D; E; F; G; H(1); H(2); and I.

## H. CONFIDENTIAL AND PROPRIETARY INFORMATION

1. **Protection of Rapid and Affiliate Confidential and Proprietary Information.** Client shall not disclose, disseminate, transmit, publish, distribute, make available, or otherwise convey Rapid or Affiliate Confidential and Proprietary Information, and Client shall not use, make, sell, disclose or otherwise exploit any such Confidential and Proprietary Information for any purpose other than the performance of this Agreement, without Rapid's written consent, except as may be required by law, regulation, judicial, or administrative process provided that Rapid is given advance notice of such intended disclosure in order to permit it the opportunity to seek a protective order. Client shall ensure that all individuals assigned to perform services herein shall abide by the terms of this Section H(1) and shall be responsible for breaches by such persons.
2. **Judicial Proceedings.** If Client is required (by interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand, or other similar legal order) to disclose any Rapid or Affiliate Confidential and Proprietary Information, Client shall provide Rapid with prompt written notice of such request or requirement so that Rapid may seek protective orders or other appropriate remedies and/or waive compliance with the confidentiality provisions of this Agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver by

Rapid, Client nonetheless is legally compelled to disclose Rapid or Affiliate Confidential and Proprietary Information to any court or tribunal or else would stand liable for contempt or suffer other censure or penalty, Client may, without liability herein, disclose to such court or tribunal only that portion of Rapid or Affiliate Confidential and Proprietary Information which the court requires to be disclosed, provided that Client uses reasonable efforts to preserve the confidentiality of Rapid or Affiliate Confidential and Proprietary Information, including, without limitation, by cooperating with Rapid to obtain an appropriate protective order or other reliable assurance that confidential treatment shall be accorded to Rapid or Affiliate Confidential and Proprietary Information.

3. **Right to Client Data.** Rapid acknowledges that as between the parties, Client controls the means and uses of Client Data; provided, however, that Client grants Rapid the right to use any and all Client Data: (i) to perform its obligations described in the Order Form, (ii) for back-up, testing or fraud monitoring purposes, (iii) to fulfill obligations under applicable law or legal order, and (iv) to the extent permitted by applicable law, in blinded, deidentified or aggregated form for the purpose of data analysis, compilation, interpretation, study, reporting, publishing, improvement of the Payment Management Solution, and product and service improvement.

## I. GENERAL TERMS AND CONDITIONS

1. **Taxes and Tax-Exempt Status.** If Client is a tax-exempt entity, Client agrees to provide Rapid with a tax-exempt certificate. Otherwise, Client shall calculate and pay all taxes, duties, or charges of any kind (including withholding or value added taxes) imposed by any federal, state, or local governmental entity for the services provided under this Agreement, excluding only taxes based solely on Rapid's net income.
2. **Dispute Resolution.** Any dispute arising out of, or relating to, this Agreement that cannot be resolved within five (5) business days shall be referred to the individual reasonably designated by Client and Rapid's representative assigned to Client's account ("Intermediary Dispute Level"). Any dispute that cannot be resolved in ten (10) business days at the Intermediary Dispute Level shall then be referred to Client's Executive Director, Commissioner or other similar individual designated by Client and Rapid's applicable division President ("Executive Dispute Level"), at such time and location reasonably designated by the parties. Any negotiations pursuant to this Section I(2) are confidential and shall be treated as compromise and settlement negotiations for purposes of the applicable rules of evidence. For any dispute that the parties are unable to resolve through informal discussions or negotiations or pursuant to the dispute resolution and escalation procedures set forth in this Agreement, the parties shall submit the matter to mediation prior to the commencement of any legal proceeding. The foregoing shall not apply to claims for equitable relief arising out of or related to Section I(18)
3. **Nondiscrimination.** Rapid will not discriminate against any person employed or applying for employment concerning the performance of Rapid's responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. Rapid will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
4. **E-Verify.** Rapid has complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of Rapid's employees assigned to Client's project.
5. **Binding Effect; No Assignment.** This Agreement shall be binding on, and shall be for the benefit of, either Client's or Rapid's successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, Client's consent

is not required for an assignment by Rapid as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of Rapid's assets.

6. **Notices.** Except as otherwise expressly specified herein, all notices, requests, or other communications to Rapid shall be in writing and shall be deemed to have been given if mailed, by certified or registered mail, postage prepaid, return receipt requested, to the addresses below. Notices to Client shall be deemed given when mailed or emailed to the Client at their respective address or email address set forth on the Order Form. Notices, requests, or communications to Client shall be deemed effective upon personal delivery or three (3) days following deposit in the mail. Notwithstanding the foregoing, notice shall be deemed delivered when provided in connection with billing or invoicing.

Notices to Rapid shall be sent to:

Tyler Technologies, Inc. ("LEGAL NOTICE")  
7701 College Boulevard  
Overland Park, Kansas 66210  
Attention: Legal Department  
Email: [legal@tylertech.com](mailto:legal@tylertech.com)

With a copy to: Tyler Technologies, Inc. ("LEGAL NOTICE")  
1 Tyler Drive  
Yarmouth, ME 04096  
Attention: Chief Legal Officer

7. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
8. **Waiver.** The performance of any obligation required of a party herein may be waived only by a written waiver signed by the other party, which waiver shall be effective only with respect to the specific obligation described therein.
9. **Entire Agreement.** This Agreement constitutes the entire understanding and contract between the parties and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof.
10. **Amendment.** This Agreement shall not be modified, amended, or in any way altered except by an instrument in writing signed by the properly delegated authority of each party. All amendments or modifications of this Agreement shall be binding upon the parties despite any lack of consideration.
11. **Severability of Provisions.** In the event any provision hereof is found invalid or unenforceable pursuant to judicial decree, the remainder of this Agreement shall remain valid and enforceable according to its terms.
12. **Relationship of Parties.** Except as otherwise expressly set forth herein, and if the Client is designating Rapid as an agent to disburse the funds, the parties intend that the relationship between the parties created pursuant to or arising from this Agreement is that of an independent contractor only.
13. **Governing Law.** Any dispute arising out of or relating to this Agreement, or the breach thereof shall be governed by the laws of the state of Client's domicile, without regard to application of choice of law rules or principles.
14. **Audit.** Rapid shall maintain complete and accurate records of all work performed pursuant to and arising out of this Agreement. Client may, upon the written request, audit any and all records of Rapid relating to services provided herein. Client shall provide Rapid at least five (5) business days' prior written notice of such audit or inspection. Rapid shall have the right to exclude from such inspection any Rapid Confidential and Proprietary Information not otherwise required to be provided to Client as a part of this Agreement. Rapid shall make such books and records available to Client during normal business hours. Any such audit shall be conducted at Rapid's principal place of business during Rapid's normal business

hours and at Client's sole expense.

15. **No Third-Party Beneficiaries.** Nothing in this Agreement is intended to benefit, create any rights in, or otherwise vest any rights upon any third-party.
16. **Contra Proferentem.** The doctrine of contra proferentem shall not apply to this Agreement. If an ambiguity exists in this Agreement, or in a specific provision, neither the Agreement nor the provision shall be construed against the party who drafted the Agreement or provision.
17. **Force Majeure.** No party to this Agreement shall be liable for delay or failure in the performance of its contractual obligations arising from any one or more events that are beyond its reasonable control, including, without limitation, acts of God, war, terrorism, criminal activity, supply chain delays, epidemics, and riot. Upon such delay or failure affecting one party, that party shall notify the other party and use all reasonable efforts to cure or alleviate the cause of such delay or failure with a view to resuming performance of its contractual obligations as soon as practicable. Notwithstanding the foregoing, in every case the delay or failure to perform must be beyond the control and without the fault or negligence of the party claiming excusable delay. Any performance times pursuant to or arising from this Agreement shall be considered extended for a period of time equivalent to the time lost because of any delay that is excusable herein.
18. **Equitable Relief.** Each party covenants, represents, and warrants that any violation of this Agreement by such party with respect to its respective obligations set forth in Section G shall cause irreparable injury to the other party and shall entitle the other party to extraordinary and equitable relief by a court of competent jurisdiction, including, without limitation, temporary restraining orders and preliminary and permanent injunctions, without the necessity of posting bond or security.
19. **Other Remedies.** Rapid or its Affiliates have the option to withhold, for the purposes of set off, any amounts due to Rapid related to this Agreement from any funds that would otherwise be required to be remitted to Client under this Agreement.
20. **Government Restricted Rights.** The Payment Management Solution and any related Intellectual Property are deemed to be "commercial computer software" and "commercial computer software documentation," respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212(b), as applicable, and are commercial products, licensed on the open market at market prices, and were developed entirely at private expense and without the use of any government funds. Accordingly, if Client is an agency of the US Government or any contractor therefor, Client only receives those rights with respect to the Payment Management Solution or any related Intellectual Property as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other US Government licensees and their contractors. Any use modification, reproduction, release, performance, display, or disclosure of the services by any government shall be governed solely by the terms of this Agreement and shall be prohibited except to the extent expressly permitted herein. Client shall not use the services to any other public sector, government, or end user where such use would affect Rapid's rights in the services or require any affirmative action to be taken by Rapid due to governmental mandates or flow down regulation.
21. **Client Lists.** Client agrees that Rapid may identify Client by name in client or client lists, marketing presentations, and promotional materials.
22. **Unclaimed Property.** Rapid will comply with applicable escheatment laws.

IN WITNESS WHEREOF: the Parties agree to the terms and conditions of this Agreement and have duly authorized their respective representatives to sign it on the dated indicated below.

**CLIENT:**

\_\_\_\_\_  
By:  
Printed Name:  
Title:

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

**RAPID:**

\_\_\_\_\_  
By:  
Printed Name:  
Title:

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

## Exhibit A – Order Form

The Payment Management Solution is Rapid's proprietary software, APIs, processes, user interfaces, know-how, techniques, designs, ideas, concepts, and other tangible or intangible technical material or information provided to Client through remote electronic access. Features and functionality are described below:

### **PAYMENT MANAGEMENT SOLUTION SERVICES SELECTED:**

#### **Release Pay:**

The Correctional Exit and Work Release Card Payment Program of Release Pay streamlines the process of providing Participants access to inmate trust funds. Through Release Pay, Rapid will provide a turnkey solution of paying Correctional Participants through an electronic funds transfer process utilizing prepaid cards, as well as other digital ACH solutions.

X Release Pay Exit Program (load fee): \$0.00

This program is designed to provide a digital disbursement method for facilities who need to provide any remaining Trust funds to a recipient who is being released from custody.

Release Pay Reloadable Program monthly service fee: \$ \_\_\_\_\_ per active account.

#### **Payment Management Solution Process Overview:**

1. Rapid will provide Client with an inventory of Disbursement Pamphlets and continue to fulfill inventory requirements per the Client's usage.
2. Rapid provides Client with the account numbers and Client is responsible for assigning each individual recipient with one of the account numbers and providing the Disbursement Pamphlet to the recipient. The Disbursement Pamphlet contains the prepaid debit card ("Card"), the terms and conditions that govern the use of the Card, ("Cardholder Agreement"); information on how to contact customer service and other FAQ that might be useful for ease of use.
3. When Client is ready to pay the recipient, Client provides Rapid with the payment file or payment instructions detailing the tokenized account number, recipient's information, and the amount to be loaded onto the Card and once received by Rapid, Rapid works with Sponsor Bank to load the funds which are immediately available on the associated Card.
4. Options that the recipient will have to access their funds:
  - a. Use the prepaid Mastercard at any retail location that accepts Mastercard.
  - b. Cash out the card at a principal MasterCard I bank (All major banks).
  - c. Instantly transfer funds to a personal debit card.
  - d. Direct deposit into their personal bank account.
  - e. Push to their PayPal or Venmo account.
  - f. Request a paper check.
  - g. Donate the funds to a charity of their choice.
  - h. Use the funds to purchase a gift card.

If Client provides Rapid with the cell phone number and/or email address of the recipient, then the information will be solely used to send the recipient notification and for security purposes. Following the termination of the Agreement, and subject to applicable state and federal record retention laws and regulatory compliance, Rapid will destroy the cell phone number and/or email address provided by Client.

#### **Reconciliation and Escheatment:**

Once the Client uploads the payment file to Rapid, the Client's bank account can be reconciled. Rapid, on behalf of the Sponsor Bank, performs the escheat recordkeeping process and if applicable instructs the Sponsor Bank to remit such unclaimed funds to the appropriate jurisdiction consistent with applicable escheatment and unclaimed property laws.

**Additional Terms and Conditions**  
for the Payment Management Solutions

**SECTION A – DEFINITIONS**

Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

- **“Card”** means the prepaid debit card.
- **“Cardholder Agreement”** means the terms and conditions that govern the use of the Card.
- **“Account Holder” or “AH”** means the recipient after Client assigns and provides the Disbursement Pamphlet with the Card and an associated card number to the recipient.
- **“Rapid”** means Rapid Financial Solutions, LLC.

**SECTION B – RAPID SERVICES**

1. If any change in the processing services or the system are required by applicable laws, rules, regulations, or other operating rules of the applicable payment networks, Issuers or other relevant financial institution, Rapid will promptly notify Client of such modifications or changes and make modifications or changes, as necessary to, (i) the system and/or (ii) the manner and methods used to provide the processing services hereunder, as soon as practicable after Rapid has been notified of such required changes by the payment network, Issuer or financial institution or learns of an applicable law, rule or regulatory change. Any such modification or change so required shall be made without the need for Client approval and at Rapid's sole expense. Rapid shall use its reasonable efforts to give Client timely notice of all material changes to the program or system which are being made to comply with any known changes in federal or state laws, rules or regulations or the operating rules of the payment networks, Issuer, or other relevant financial institution.
2. Client acknowledges and agrees that the system shall not be used to make or facilitate any transaction that is fraudulent or illegal in any applicable jurisdiction. Rapid shall have the right to prevent anyone who may, in Rapid's sole determination, violate any federal or state law, rule or regulation, or violate any operating rules from accessing the system. Rapid reserves the right to monitor card activity on any system and to shut down and/or suspend processing services in the event that it determines, in its reasonable discretion, that there is illegal, unusual, or suspect activity occurring in relation thereto. Rapid shall have no liability to Client for any adverse financial or other consequences that may result from any action taken pursuant to this section.
3. Client agrees that Rapid does not control the inputs affecting the amount that is to be paid to the recipients. Client agrees to take full responsibility for the payment amount that is provided to Rapid and shall regularly audit its own bank accounts.

**SECTION C – FEES and INVOICING/FUNDING MODEL**

Client will indicate below which of the following two funding models it will use and complete the applicable documents for each.

1. If Client selects the funding model whereby Client pushes payment to Rapid prior to Card loading, then, Client acknowledges and agrees that card accounts are credited in real-time, and Rapid operates on a good funds model and that funds must be available and on deposit at Rapid's financial institution before card account can be credited.
2. If Client selects the funding model whereby Rapid debits the payments from the Client's account, then Client agrees to the following:
  - i. Client shall identify and hereby authorizes Rapid to conduct an Automated Clearing House (ACH) debit from and/or ACH credit to the bank account at the depository financial institution

identified by Client (the "Designated Account") on a daily basis, or as needed for the prior 24-hour cycle of debits and credits to card accounts.

- ii. Client agrees to maintain the Designated Account. Client hereby authorizes Rapid to withdraw funds from the Designated Account without signature or notice to initiate all offsets, deductions, and other transactions due Rapid as provided for in this Agreement or from the services provided pursuant to this Agreement. Client further agrees to execute any additional documents that may be required for Rapid to enforce its rights under this Agreement. Client is solely responsible for all fees associated with maintaining the Designated Account. Rapid shall notify Client if at any time there are insufficient funds in the Designated Account to cover any amount that is due and owing to Rapid. Client shall promptly pay such amount to Rapid.
- iii. This authorization is to remain in full force and effect until Rapid has received written notification from Client of its termination in such time and in such manner as to afford Rapid and the depository financial institution named below a reasonable opportunity to act on it. Client shall give Rapid no less than three (3) banking business days' notice if the Designated Account is to be changed so as to allow sufficient time for Rapid to make the necessary system modifications.
- iv. Client acknowledges and agrees that (a) card accounts are credited in real-time; (b) Rapid operates on a good funds model, and (c) funds must be available and on deposit at Rapid's financial institution before card account can be credited.

**Funding model selection:**

- X Processor debits the payments from the Client's account.
- 

**Client Tax ID Number:** \_\_\_\_\_

**Number of expected recipients paid per month per solution selected:**

**Program:** \_\_\_\_\_ **number** \_\_\_\_\_

\*Processor will use this number to determine the initial inventory needs of Cards.

**The following individuals are authorized to act on behalf of Client:**

**Executive Contact**

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

Phone Number: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

**Administrative Contact**

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

Phone Number: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

**Primary Contact (day-to-day operations)**

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

Phone Number: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

**Secondary Contact (day-to-day operations)**

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

Phone Number: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_



**FREEBORN COUNTY BOARD OF COMMISSIONERS  
AGENDA REQUEST**

<input checked="" type="checkbox"/> REGULAR AGENDA <input type="checkbox"/> INFORMATIONAL ONLY DATE OF MEETING: August 6 <sup>th</sup> , 2024	<b>ACTION REQUESTED:</b> <input type="checkbox"/> Motion <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Discussion <input type="checkbox"/> Request Board direction
<b>SUBMITTED BY:</b> Lyndon Stinson	<b>DEPARTMENT:</b> Probation Services
<b>PRESENTED BY:</b> Lyndon Stinson	<b>ESTIMATED TIME NEEDED:</b> 3 minutes
<b>SUMMARY OF ISSUE/TOPIC:</b> Hayward Fire Department has submitted a donation to Probation Services in the amount of \$250 to support the juvenile outreach and prevention booth at the Freeborn County 2024 fair. The Truancy Program seeks to prevent both truancy and drug and alcohol use and will provide materials and small prizes to participants at the booth.	
<b>OPTIONS/ALTERNATIVES/OTHER COMMENTS:</b>	
<b>RECOMMENDED BOARD ACTION (MOTION/RESOLUTION):</b> Resolve to accept the donation of \$250 to Probation Services from the Hayward Fire Department.	
Fiscal Impact: <input type="checkbox"/> COST AMOUNT _____ BUDGETED <input type="checkbox"/> Y <input checked="" type="checkbox"/> N MANDATED: <input type="checkbox"/> Y <input checked="" type="checkbox"/> N BY WHAT AGENCY: _____	
Other comments:	

## RESOLUTION 24-XXX

### Resolution To Accept Donation of \$250 from the Hayward Fire Department

**Whereas**, the Freeborn County Board of Commissioners must approve outside donations to the county, and;

**Whereas**, Freeborn County Probation and Pre-Trial Services will operate a truancy and drug and alcohol prevention booth in 2024 at the Freeborn County Fair, and;

**Whereas**, the Hayward Fire Department has offered a cash donation in the amount of \$250.00 to assist in that project,

**Now, Therefore, Be It Resolved** that the Freeborn County Board of Commissioners resolves to accept the donation of cash from the Hayward Fire Department in the amount of \$250.00.

\*\*\*\*\*

I hereby certify that the above is a true and correct copy of a resolution adopted by the Freeborn County Board of Commissioners at their session on the August 6<sup>th</sup>, 2024, and as appears on the minutes of their record of proceedings.

---

Ryan Rasmusson  
County Administrator/Clerk  
County of Freeborn  
State of Minnesota



**FREEBORN COUNTY BOARD OF COMMISSIONERS  
AGENDA REQUEST**

<input checked="" type="checkbox"/> REGULAR AGENDA  <input type="checkbox"/> INFORMATIONAL ONLY  DATE OF MEETING:  August 6 <sup>th</sup> , 2024	<b>ACTION REQUESTED:</b>  <input type="checkbox"/> Motion <span style="margin-left: 200px;"><input type="checkbox"/> Discussion</span> <input checked="" type="checkbox"/> Resolution <span style="margin-left: 150px;"><input type="checkbox"/> Request Board direction</span>
<b>SUBMITTED BY:</b>  Lyndon Stinson	<b>DEPARTMENT:</b>  Probation Services
<b>PRESENTED BY:</b>  Lyndon Stinson	<b>ESTIMATED TIME NEEDED:</b>  3 minutes
<b>SUMMARY OF ISSUE/TOPIC:</b>  Geneva Lumber has submitted a donation of materials to Probation Services to build a game that will support the juvenile outreach and prevention booth at the Freeborn County 2024 fair. The Truancy Program seeks to prevent both truancy and drug and alcohol use and will provide materials and small prizes to participants at the booth. The game is a mini-golf game that is being built by the Sentence to Service crew. The approximate value of the materials is \$100.	
<b>OPTIONS/ALTERNATIVES/OTHER COMMENTS:</b>  	
<b>RECOMMENDED BOARD ACTION (MOTION/RESOLUTION):</b>  Resolve to accept the donation of \$100 in materials to Probation Services from Geneva Lumber Company.	
<b>Fiscal Impact:</b> <input type="checkbox"/> COST    AMOUNT _____ <b>BUDGETED</b> <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	
<b>MANDATED :</b> <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <b>BY WHAT AGENCY:</b> _____	
<b>Other comments:</b>  	

## RESOLUTION 24-XXX

### Resolution To Accept Donation of \$100 in Materials from Geneva Lumber Company

**Whereas**, the Freeborn County Board of Commissioners must approve outside donations to the county, and;

**Whereas**, Freeborn County Probation and Pre-Trial Services will operate a truancy and drug and alcohol prevention booth in 2024 at the Freeborn County Fair, and;

**Whereas**, Geneva Lumber Company has offered a donation of materials in the valued amount of \$100 to assist in that project,

**Now, Therefore, Be It Resolved** that the Freeborn County Board of Commissioners resolves to accept the donation of materials from the Geneva Lumber Company in the valued amount of \$100.

\*\*\*\*\*

I hereby certify that the above is a true and correct copy of a resolution adopted by the Freeborn County Board of Commissioners at their session on the August 6<sup>th</sup>, 2024, and as appears on the minutes of their record of proceedings.

---

Ryan Rasmusson  
County Administrator/Clerk  
County of Freeborn  
State of Minnesota



**FREEBORN COUNTY BOARD OF COMMISSIONERS  
AGENDA REQUEST**

<input checked="" type="checkbox"/> REGULAR AGENDA <input type="checkbox"/> INFORMATIONAL ONLY DATE OF MEETING: August 6 <sup>th</sup> , 2024	<b>ACTION REQUESTED:</b> <input type="checkbox"/> Motion <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Discussion <input type="checkbox"/> Request Board direction
<b>SUBMITTED BY:</b> Lyndon Stinson	<b>DEPARTMENT:</b> Probation Services
<b>PRESENTED BY:</b> Lyndon Stinson	<b>ESTIMATED TIME NEEDED:</b> 3 minutes
<b>SUMMARY OF ISSUE/TOPIC:</b> Lou Rich Company has submitted a donation to Probation Services in the amount of \$300 to support the juvenile outreach and prevention booth at the Freeborn County 2024 fair. The Truancy Program seeks to prevent both truancy and drug and alcohol use and will provide materials and small prizes to participants at the booth.	
<b>OPTIONS/ALTERNATIVES/OTHER COMMENTS:</b>	
<b>RECOMMENDED BOARD ACTION(MOTION/RESOLUTION);</b> Resolve to accept the donation of \$300 to Probation Services from Lou Rich Company.	
<b>Fiscal Impact:</b> <input type="checkbox"/> COST AMOUNT _____ <b>BUDGETED</b> <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <b>MANDATED :</b> <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <b>BY WHAT AGENCY:</b> _____	
<b>Other comments:</b>	

## RESOLUTION 24-XXX

### Resolution To Accept Donation of \$300 from Lou Rich Company

**Whereas**, the Freeborn County Board of Commissioners must approve outside donations to the county, and;

**Whereas**, Freeborn County Probation and Pre-Trial Services will operate a truancy and drug and alcohol prevention booth in 2024 at the Freeborn County Fair, and;

**Whereas**, Lou Rich Company of Albert Lea has offered a cash donation in the amount of \$300.00 to assist in that project,

**Now, Therefore, Be It Resolved** that the Freeborn County Board of Commissioners resolves to accept the donation of cash from the Lou Rich Company in the amount of \$300.00.

\*\*\*\*\*

I hereby certify that the above is a true and correct copy of a resolution adopted by the Freeborn County Board of Commissioners at their session on the August 6<sup>th</sup>, 2024, and as appears on the minutes of their record of proceedings.

---

Ryan Rasmusson  
County Administrator/Clerk  
County of Freeborn  
State of Minnesota



## FREEBORN COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST

<input checked="" type="checkbox"/> REGULAR AGENDA  <input type="checkbox"/> INFORMATIONAL ONLY  DATE OF MEETING:  December 19, 2018	<b>ACTION REQUESTED:</b>  <input type="checkbox"/> Motion <span style="margin-left: 200px;"><input type="checkbox"/> Discussion</span> <input checked="" type="checkbox"/> Resolution <span style="margin-left: 150px;"><input type="checkbox"/> Request Board direction</span>
<b>SUBMITTED BY:</b>  Lyndon Stinson	<b>DEPARTMENT:</b>  Probation Services
<b>PRESENTED BY:</b>  Lyndon Stinson	<b>ESTIMATED TIME NEEDED:</b>  3 minutes
<b>SUMMARY OF ISSUE/TOPIC:</b>  <b>Kwik Trip Stores of the Albert Lea District has submitted a donation in the amount of \$100 to support the juvenile outreach and prevention booth at the Freeborn County 2024 fair. The Truancy Program seeks to prevent both truancy and drug and alcohol use and will provide materials and small prizes to participants at the booth.</b>	
<b>OPTIONS/ALTERNATIVES/OTHER COMMENTS:</b>	
<b>RECOMMENDED BOARD ACTION(MOTION/RESOLUTION);</b>  <b>Resolve to accept the donation of \$100 to Probation Services from Kwik Trip Stores.</b>	
<b>Fiscal Impact:</b> <input type="checkbox"/> COST    AMOUNT _____ <b>BUDGETED</b> <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	
<b>MANDATED :</b> <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <b>BY WHAT AGENCY:</b> _____	
<b>Other comments:</b>	

## RESOLUTION 24-XXX

### Resolution to Accept Donation from Kwik Trip Stores of \$100

**Whereas**, the Freeborn County Board of Commissioners must approve outside donations to the county, and;

**Whereas**, Freeborn County Probation and Pre-Trial Services will operate a truancy and drug and alcohol prevention booth in 2024 at the Freeborn County Fair, and;

**Whereas**, Kwik Trip Stores of the Albert Lea District has offered a cash donation in the amount of \$100.00 in the form of four \$25 gift cards to assist in that project,

**Now, Therefore, Be It Resolved** that the Freeborn County Board of Commissioners resolves to accept the donation of cash from Kwik Trip Stores.

\*\*\*\*\*

I hereby certify that the above is a true and correct copy of a resolution adopted by the Freeborn County Board of Commissioners at their session on the 6<sup>th</sup> day of August, 2024, and as appears on the minutes of their record of proceedings.

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Ryan Rasmusson  
County Administrator/Clerk  
County of Freeborn  
State of Minnesota

# Probation Services Department to educate about safe decisions with stand at fair

Published 8:53 pm Friday, July 26, 2024

By **Staff Reports** (<https://www.albertleatribune.com/author/admin-2/>)



The Freeborn County Probation Services stand that will be located at the Freeborn County fair in the commercial building next Wednesday. Josephine Petersen/Albert Lea Tribune

**By Josephine Petersen**

Freeborn County Probation Services will be at the Freeborn County Fair on Wednesday to educate youth on the consequences of truancy, drugs and alcohol.

Fairgoers can play games and earn prizes while learning the importance of making safe decisions at the stand in the Commercial Building.

### Email newsletter signup

**Sign up for our daily email newsletter**

Subscribe

Freeborn County truancy agents Jenny Habana and Jennifer Hendrickson will be running the stand. The agents worked with youth to design and build the golf course and stand. Both youth and parents are welcome to stop by from noon to 8

A prize drawing is also included at the stand. A hole-in-one means a chance to win one of three \$50 gift cards or a pair of airpods. There will also be other prizes available, including prizes for adults to win.

The Freeborn County Probation Services agents said they hope to make education fun and easy for everyone in hopes that by educating more people, negative behaviors can be reduced among youth.

By being available somewhere where the community will be active, they hope more people, especially youth, can be reached and taught about the consequences of partaking in unhealthy activities like vaping, chemical use and sexting. They also hope that by creating a positive impact in the community, rates of vaping, truancy and drug use can be lowered among youth.

The Probation Services Department hopes to reach more people at back-to-school events and the upcoming community safety event.

## SportsPlus

- **[Twins vs. Mets Series Preview: TV Channel, Live Streams, Starting Pitchers and Game Info – July 29-31](https://www.albertleatribune.com/2024/07/twins-vs-mets-series-preview-tv-channel-live-streams-starting-pitchers-and-game-info-july-29-31/)** (<https://www.albertleatribune.com/2024/07/twins-vs-mets-series-preview-tv-channel-live-streams-starting-pitchers-and-game-info-july-29-31/>)

The New York Mets are scheduled to host the Minnesota Twins in a three-game series that starts on...

- **[How to Watch MLB Baseball on Sunday, July 28: TV Channel, Live Streaming, Start Times](https://www.albertleatribune.com/2024/07/how-to-watch-mlb-baseball-on-sunday-july-28-tv-channel-live-streaming-start-times/)** (<https://www.albertleatribune.com/2024/07/how-to-watch-mlb-baseball-on-sunday-july-28-tv-channel-live-streaming-start-times/>)

The Cleveland Guardians versus the Philadelphia Phillies is one of many strong options on today's MLB schedule. Wager...

- **[Twins vs. Tigers: Betting Preview for July 28](https://www.albertleatribune.com/2024/07/twins-vs-tigers-betting-preview-for-july-28/)** (<https://www.albertleatribune.com/2024/07/twins-vs-tigers-betting-preview-for-july-28/>)

The Minnesota Twins (57-46) and the Detroit Tigers (52-54) will match up in the series rubber match on...

- **[How to Watch the Twins vs. Tigers Game: Streaming & TV Channel Info for July 28](https://www.albertleatribune.com/2024/07/how-to-watch-the-twins-vs-tigers-game-streaming-tv-channel-info-for-july-28/)** (<https://www.albertleatribune.com/2024/07/how-to-watch-the-twins-vs-tigers-game-streaming-tv-channel-info-for-july-28/>)

Carlos Santana and Colt Keith will look to continue their recent offensive production when the Minnesota Twins and...

- **[How to Watch the Twins vs. Tigers Game: Streaming & TV Channel Info for July 27](https://www.albertleatribune.com/2024/07/how-to-watch-the-twins-vs-tigers-game-streaming-tv-channel-info-for-july-27/)** (<https://www.albertleatribune.com/2024/07/how-to-watch-the-twins-vs-tigers-game-streaming-tv-channel-info-for-july-27/>)

Matt Vierling and Carlos Santana will be among the star attractions when the Detroit Tigers play the Minnesota...

- [How to Watch \(/category/how-to-watch/\)](/category/how-to-watch/)
- [Tickets \(/category/tickets/\)](/category/tickets/)



**FREEBORN COUNTY BOARD OF COMMISSIONERS  
AGENDA REQUEST**

<input checked="" type="checkbox"/> REGULAR AGENDA <input type="checkbox"/> INFORMATIONAL ONLY DATE OF MEETING: 08/06/2024	<b>ACTION REQUESTED:</b> <input type="checkbox"/> Motion <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Discussion <input type="checkbox"/> Request Board direction
<b>SUBMITTED BY:</b> Rachel Wehner	<b>DEPARTMENT:</b> Environmental Services
<b>PRESENTED BY:</b> Rachel Wehner	<b>ESTIMATED TIME NEEDED:</b> 3 Minutes
<b>SUMMARY OF ISSUE/TOPIC:</b> Consider a resolution to approve the budget for the 2024 Shell Rock-Winnebago Watershed Based implementation funds.  Shell Rock River Watershed District received \$547,409 to be utilized by the County, SWCD, City of Albert Lea, and SRRWD. With a new sub-agreement, a budget will be approved by each entity for each WBIF grant received. Funds will be spent on Ag conservation practices, well sealing, septic systems, street sweeping, and education and outreach.	
<b>OPTIONS/ALTERNATIVES/OTHER COMMENTS:</b>	
<b>RECOMMENDED BOARD ACTION( MOTION/RESOLUTION);</b> Resolution to Approve	
<b>Fiscal Impact:</b> <input type="checkbox"/> COST    AMOUNT _____ <b>BUDGETED</b> <input type="checkbox"/> Y <input type="checkbox"/> N <b>MANDATED :</b> <input type="checkbox"/> Y <input type="checkbox"/> N <b>BY WHAT AGENCY:</b> _____	
<b>Other comments:</b>	

**WATERSHED BASED IMPLEMENTATION FUNDS (WBIF) BUDGET 2024**

Activity Name	Category	Description	Grant Budget Amount	Approx Leverage	Funded Entity
Administration	Admin/Coordination	Grant Admin	\$30,000		SRRWD
Agricultural BMPS	Agricultural Practices	Waterways, WASCOB, CRP Incentives	\$70,000	\$3,000	SWCD/SRRWD
Cover Crops	Non-Structural Management	Cover Crops	\$167,409		SWCD/SRRWD
Education/Outreach	Education/Information	Outreach/Workshops	\$50,000		ALL
Well Sealing - High Capacity	Groundwater	Wells	\$10,000		SWCD/SRRWD/Freeborn Co
Well Sealing	Groundwater	Wells	\$20,000	\$5,000	SWCD/SRRWD/Freeborn Co
Project Development	Project Development	Staff time for potential WBIF projects	\$15,000		SWCD/SRRWD
Septic Upgrades	Subsurface Sewage Treatment	Septic Upgrades	\$45,000	\$40,000	Freeborn County
Technical/Engineering Assistance	Technical/Engineering	Engineering/JAA	\$50,000		SWCD/SRRWD
Street Sweeping	Urban Stormwater	Implementing Street Sweeping	\$90,000	\$20,000	City of Albert Lea
	<b>TOTAL</b>		<b>\$547,409</b>	<b>\$68,000</b>	

**Approved:**

Policy Advisory Committee:

Shell Rock River Watershed District:

City of Albert Lea:

Freeborn County:

Freeborn County Soil and Water Conservation District:

By:

*David Deuser*

*Michelle Schlegel*

*Garth*

*Donald Kopp, vice chair*

Date:

*6/27/24*

*7/9/2024*

*7/25/24*

*7/11/24*



**FREEBORN COUNTY BOARD OF COMMISSIONERS  
AGENDA REQUEST**

<input checked="" type="checkbox"/> REGULAR AGENDA <input type="checkbox"/> INFORMATIONAL ONLY DATE OF MEETING: 08/06/2024	<b>ACTION REQUESTED:</b> <input type="checkbox"/> Motion <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Discussion <input type="checkbox"/> Request Board direction
<b>SUBMITTED BY:</b> Rachel Wehner	<b>DEPARTMENT:</b> Environmental Services
<b>PRESENTED BY:</b> Rachel Wehner	<b>ESTIMATED TIME NEEDED:</b> 3 Minutes
<b>SUMMARY OF ISSUE/TOPIC:</b> Consider entering into an amended sub-agreement with the Shell Rock River Watershed district for the Shell Rock-Winnebago Watershed Based Implementation funds. SRRWD is the fiscal holder of our WBIF grants. In order to use these funds we have a sub-agreement. The original agreement was specific to the first grant. It is being amended to cover the second grant and future grants.  Sub-agreement was reviewed by Attorney David Walker.	
<b>OPTIONS/ALTERNATIVES/OTHER COMMENTS:</b>	
<b>RECOMMENDED BOARD ACTION( MOTION/RESOLUTION);</b> Resolution to Approve	
Fiscal Impact: <input type="checkbox"/> COST AMOUNT _____ BUDGETED <input type="checkbox"/> Y <input type="checkbox"/> N MANDATED : <input type="checkbox"/> Y <input type="checkbox"/> N BY WHAT AGENCY: _____	
<b>Other comments:</b>	

**SHELL ROCK - WINNEBAGO  
COMPREHENSIVE WATERSHED  
MANAGEMENT PLAN  
AMENDED SUB-AGREEMENT**

This Sub-Agreement is between the Shell Rock River Watershed District (the "SRRWD") and the Freeborn County, Freeborn County Soil and Water Conservation District, and the City of Albert Lea (each a "Sub-Recipient"). Individually referred to as "Party" and collectively as "Parties".

**I. STATEMENT OF PURPOSE.**

The purpose of this Sub-Agreement is to clarify the roles and responsibilities of the Parties regarding the delivery of the Shell Rock and Winnebago River Comprehensive Watershed Management Implementation Work Plan and use of Watershed Based Implementation Funding ("WBIF"), as amended under paragraph IV(C) from time to time, made possible by the State of Minnesota Board of Water and Soil Resources ("BWSR").

**II. SCOPE OF SERVICES AND SPECIFIC DUTIES.**

- A. **SRRWD.** In its capacity as fiscal agent for the Shell Rock-Winnebago Comprehensive Watershed Management Plan ("1W1P Plan") the SRRWD has agreed to perform various financial duties, including, and specific to this Sub-Agreement, pay grant funds to the Sub-Recipients for implementation of BWSR Watershed-Based Implementation Funding Grants consistent with the Memorandum of Agreement between the One Watershed One Plan Shell Rock River and Winnebago Watersheds ("Memorandum of Agreement").
- B. **Sub-Recipient.** The Deliverables/Activities and budget amounts (the "Budget") are to be determined and approved by the Shell Rock and Winnebago River Comprehensive Watershed Management Implementation Members Local Implementation Work Group ("Local Implementation Work Group") and each Sub-Recipient. All activities must conform to the most current Grant Agreement, the most current Budget and Work Plan, the Memorandum of Agreement, Sub-Recipient Implementation Policies, and this Sub-Agreement.

Each Sub-Recipient is responsible for following this Sub-Agreement, the most current Grant Agreement, the most current Work Plan, the most current Budget, the Memorandum of Agreement, and all applicable laws, rules and regulations in implementing the Work Plan, including not limited to compliance with Grant Agreement time requirements, public procurement and municipal contracting law, conflict of interest rules, regulations, and policies, public data and Minnesota Government Data Practices Act, prevailing wage, record keeping and reporting, publicity and endorsement, Minnesota constitutional compliance regarding use of Clean Water Funds under this Sub-Agreement and Grant Agreement, and satisfactory performance under the Grant Agreement.

Each Sub-Recipient shall prominently display on its website the Clean Water Legacy Logo and a link to the Legislative Coordinating Commission website.

Sub-Recipients shall be responsible for the required 10% match as required by the Grant Agreement, unless otherwise agreed to in writing between the Parties or as required in the current Budget.

III. **PAYMENT TERMS AND REPORTING REQUIREMENTS.**

- A. **Reporting.** The Sub-Recipients will submit invoices to the SRRWD documenting progress toward completion of this Sub-Agreement and the Grant Agreement. The Sub-Recipients will notify the SRRWD of its intent to contract with a landowner for agricultural practice implementation prior to approval of the contract. This notification should include the dollar amount so the SRRWD can confirm whether there are sufficient funds for the proposed project/cost-share.
- B. **Term.** The Sub-Recipients may expend grant funds toward completion of the Grant Agreement, after the final signing of this Sub-Agreement by all Parties to the end of the Grant cycle, or until all work under this Sub-Agreement is completed and payments made, whichever occurs first, unless earlier terminated by law or according to the provisions of this Sub-Agreement. If the Grant Agreement is terminated, the SRRWD shall have no obligation of payment to Sub-Recipient under this Sub-Agreement.
- C. **Amount.** During the term of this Sub-Agreement, the Sub-Recipients may bill the SRRWD up to the amount designated in the current Budget for expenses incurred toward completion of its portion of the Work Plan. The amount paid shall not exceed the amount provided in the current Budget. If the Grant Agreement is cancelled, then SRRWD shall not have an obligation to pay a Sub-Recipient.
- D. **Payment Schedule.** All payments will be a reimbursement. Upon execution of this Sub-Agreement, the Sub-Recipients may present itemized invoices to the SRRWD for work actually performed and the supporting documentation. The SRRWD will provide a copy of the invoice to be completed for all reimbursement requests.

The SRRWD will process reimbursement to the Sub-Recipients upon receipt of a qualifying invoice. There may be delays in payment from waiting for SRRWD Board approval, Policy Committee approval or if reimbursement requests overlap a BWSR allocation of the next 40% or 10% of the grant.

Invoices for payment should be sent to:

**Shell Rock River Watershed District  
305 S. 1<sup>st</sup> Avenue  
Albert Lea, Minnesota 56007**

or

**Courtney Phillips (or her successor)  
Courtney.Phillips@co.freeborn.mn.us**

IV. **CONTRACT CLAUSES.**

- A. **Ownership of Project Materials.** All materials prepared or developed by the Sub-Recipients under this Sub-Agreement, including documents, notes, reports, data, and samples shall become the property of the SRRWD when prepared, whether delivered to the SRRWD or not, and shall be delivered to the SRRWD upon request. The SRRWD will be responsible for responding to any data practices requests pertaining to this data.

- B. **Publicity and Endorsement.** Any publicity regarding the subject matter of this Sub-Agreement or the Grant Agreement must identify BWSR as the sponsoring agency. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for Sub-Recipient individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Sub-Agreement or the Grant Agreement. The Sub-Recipients must not claim that the State endorses its products or services
- C. **Changes.** Any alterations or amendments to this Sub-Agreement, including change in the Fiscal Agent, shall require approval of all parties and shall be set forth in writing. This Sub-Agreement is intended to be a static agreement between the parties as long as WBIF is received from BWSR, subject to and incorporated herein, approval of current and subsequent Budgets.

Amendments to the current Budget will need approval by all Sub-Recipients affected by the proposed changes, with the exception of agricultural practice implementation funding. In an effort to keep project implementation flowing smoothly, agricultural practice implementation funds will be updated on the Work Plan as Sub-Recipients approve contracts with landowners and when Sub-Recipients are reimbursed for approved cost-share practices. An updated Work Plan will be sent to all Sub-Recipients even if they were not affected by the change.

Further, the Parties specifically anticipate the Work Plan will be updated from time to time during the grant cycle. The Parties agree a subsequent, updated, agreed upon Work Plan may be substituted consistent with the current Budget. A subsequent Work Plan shall note the modification date. A subsequent Work Plan can be approved in any one of the following ways: (1) signing and dating the updated Work Plan by an authorized representative of SRRWD and a Sub-Recipient, (2) a writing (specifically including email) between an authorized representative of SRRWD and a Sub-Recipient approving the updated Work Plan, or (3) upon approval, by resolution or majority vote on a motion, by the Local Implementation Work Group approving the updated Work Plan.

- D. **Indemnity and Hold Harmless.** Sub-Recipients shall indemnify and hold harmless the SRRWD, its directors, officers, employees, and agents against damages, penalties, costs, or expenses incurred in connection with any alleged violation of any federal, state, or local law or regulation regulating the work performed or action taken under this Sub-Agreement, work performed under this Sub-Agreement, any part of this Sub-Agreement, or funded by the Grant Agreement, specifically including, but not limited to penalties, fines, or paybacks under the Grant Agreement for unsatisfactory work as determined by BWSR under the Grant Agreement.

Sub-Recipients agree to indemnify and hold harmless the SRRWD, its directors, officers, employees, and agents against and from loss, claims, or suits, including costs and attorney's fees, for, or on account of injury, bodily or otherwise, or death, of persons, or damage to or destruction of property belonging to the SRRWD or others arising out of the negligent performance of the work by the particular Sub-Recipient or funded by this Sub-Agreement. Sub-Recipients shall, in no event, be liable for loss or damage attributable to

the SRRWD or its representatives or agents. Sub-Recipient's liability shall be limited by the provisions of Minnesota Statutes Chapter 466 or other applicable law. Nothing in this Sub-Agreement shall be construed to limit either Party from asserting against third parties any defenses or immunities (including common law, statutory and constitutional) it may have or be construed to create a basis for a claim or suit when none would otherwise exist.

- E. **Non-Assignment.** Sub-Recipients shall not assign this Sub-Agreement or any rights or obligations under this Sub-Agreement nor delegate or subcontract any of the work to be performed without the SRRWD's written consent. If assignment delegation, or subcontract is done with such consent, it shall not relieve Sub-Recipients from responsibility for the performance of any obligations under this Sub-Agreement.
- F. **Complete Agreement.** This Sub-Agreement, along with the current Budget and Work Plan, constitutes the final expression of the Parties' agreement with regard to this Sub-Agreement, the Grant Agreement and Work Plan, and the complete and exclusive statement of the terms agreed upon. This Sub-Agreement supersedes all prior negotiations, understandings, agreements, and representations. There are no oral or written understandings, agreements or representations not specified herein. This paragraph is not intended to supersede the One Watershed One Plan Bylaws. Furthermore, no waiver, consent, modification, or change of terms of this Sub-Agreement shall bind either Party unless in writing and signed by both Parties, except as provided in paragraph IV(C). Such waiver, consent, modification, or change shall be effective only in the specific instance and for the specific purpose given.
- G. **Independent Contractor Status.** Sub-Recipients are separate entities. Nothing contained in this Sub-Agreement is intended or should be construed as creating the relationship of co-partners or joint ventures between the Parties. Sub-Recipients will be responsible for any federal or state taxes applicable to this payment. No tenure or any rights or benefits, including workers' compensation, unemployment insurance, medical care, sick leave, vacation leave, severance pay, Public Employment Retirement Association, or other benefits available to Sub-Recipient's employees or contractors, as applicable, shall accrue to the SRRWD or its employees' performing services under this Sub-Agreement.
- H. **Worker Health, Safety, and Training.** Sub-Recipients shall be solely responsible for the health and safety of its employees in connection with the work performed under this Sub-Agreement. Sub-Recipients shall make arrangements to ensure the health and safety of all employees, contractors, subcontractors, and other persons who may perform work in connection with this Sub-Agreement. Sub-Recipients shall ensure that all of their personnel and contractors and subcontractors are properly trained and supervised and, when applicable, duly licensed, or certified appropriate to the tasks engaged in under this Sub-Agreement. Sub-Recipients shall comply with all applicable federal, state, and local occupational safety and health standards, regulations, and rules promulgated pursuant to the Occupational Health and Safety Act. Sub-Recipients must maintain and certify compliance with Minn. Stat. § 176.181, Subd. 2, pertaining to workers' compensation insurance coverage. Sub-Recipients' employees and agents will not be considered SRRWD employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the SRRWS's obligation or responsibility.
- I. **Legal Compliance.** Sub-Recipients and the SRRWD shall comply with all applicable federal and state statutes and regulations as well as local ordinances now in effect or later

adopted.

- J. **Data Privacy.** For purposes of this Sub-Agreement all data created, collected, received, stored, used, maintained, or disseminated by Sub-Recipients in the performance of this Sub-Agreement is subject to the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Chapter 13 and the Minnesota Rules implementing the Act now in force or later adopted as well as the federal laws on data privacy. Sub-Recipients must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided under this Sub-Agreement or the Grant Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by any Sub-Recipient under this Sub-Agreement or the Grant Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by any Sub-Recipient, the SRRWD or BWSR.
- K. **Business Records.** Sub-Recipients and their contractors and subcontractors shall keep such business records pursuant to this Sub-Agreement as would be kept by a reasonably prudent practitioner of the same profession. Sub-Recipients shall maintain such records for at least six years from the date services or payment were last provided or made or end of Grant Agreement, or longer if any audit in progress requires a longer retention period. All accounting records shall be kept in accordance with generally accepted accounting practices. The SRRWD shall have the right to audit and review all such documents and records at any time during Sub-Recipients' regular business hours or upon reasonable notice. These records are subject to examination, duplication, transcription, and audit by the SRRWD and either the Legislative or State Auditor of the State of Minnesota pursuant to Minnesota Statute § 16C.05, subd 5 and Minnesota Statute § 16B.98, subd 8. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Sub-Agreement.
- L. **Force Majeure.** Neither Party shall be held responsible for delay or failure to perform caused by fire, flood, epidemic, strikes, riot, acts of God, unusually severe weather, terrorism, war, acts of public authorities, or delays or defaults caused by public carriers which was beyond a Party's reasonable control, provided the defaulting Party gives notice as soon as possible to the other Party of the inability to perform. Time, however, is of the essence. If a Sub-Recipient does not timely perform under this Sub-Agreement as required under the Grant Agreement requirements, the SRRWD shall have no obligation of payment to that Sub-Recipient or on that Sub-Recipient's behalf under this Sub-Agreement.
- M. **Waiver.** The failure of the SRRWD or a Sub-Recipient to enforce one or more of the terms or conditions of this Sub-Agreement or to exercise any of its rights or privileges, or the waiver by either Party of any breach of such terms or conditions, shall not be construed as waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no waiver had occurred.
- N. **Notices.** All official notices shall be sufficiently given when hand-delivered, emailed, or mailed, certified mail, postage prepaid, to the Parties at their respective places of business as set forth in this Sub-Agreement or at a place designated hereafter in writing by the Parties.
- O. **Interpretation, Jurisdiction, and Venue.** All contractual agreements shall be subject to, governed by, and construed and interpreted solely according to the laws of the State of Minnesota, without regard to its choice-of-law provisions. Both Parties hereby consent and submit to the jurisdiction of the appropriate courts of Minnesota or of the United

States having jurisdiction in Minnesota for adjudication of any suit or cause of action arising under or in connection with the contract documents, or the performance of such contract, and agree that any such suit or cause of action may be brought in any such court.

- P. **Severability.** The Parties agree that if any term or provision of this Sub-Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Sub-Agreement did not contain the particular term or provision held to be invalid.
- Q. **Agreement to Mediate Disputes.** In the event that any dispute arises between the Parties in relation to this Sub-Agreement, or out of this Sub-Agreement, and the dispute is not resolved by negotiation, the Parties may agree to submit the dispute to mediation. The Parties further agree that their participation in mediation is a condition precedent to any Party pursuing any other available remedy in relation to the dispute.

Any Party to the dispute may give written notice to the other Party of its desire to commence mediation, and a mediation session must take place within 30 days after the date that such notice is given.

The Parties must jointly appoint a mutually acceptable mediator. If the Parties are unable to agree upon the appointment of a mediator within seven days after a party has given notice of a desire to mediate the dispute, any Party may apply to any organization or person agreed to by the Parties in writing, for appointment of a mediator.

The Parties further agree to share equally the costs of the mediation, which costs will not include costs incurred by a Party for representation by counsel at the mediation.

- R. **Default and Termination.** The SRRWD or any Sub-Recipient may terminate this Sub-Agreement at any time, with or without cause, upon 30 days' written notice to the other Parties. Any Party by written notice of default (including breach of contract) to the other Parties may terminate the whole or any part of this Sub-Agreement if the defaulting Party fails to perform any of the provisions of this Sub-Agreement, and after receipt of written notice from the first Party, fails to correct such failures within a period of ten days or such longer period as the first Party may authorize in writing after receipt of notice from the first Party specifying such failure.
- V. **AGREEMENT EFFECTIVE DATE.** This Sub-Agreement is effective upon execution by all Parties. This Sub-Agreement may be signed in counter-parts. Each counter-part shall constitute a duplicate original. To facilitate execution, duplicate signature pages may be executed by the Parties with the same force and effect as if the Parties had signed on the same page.

Approved and accepted for:

THE SHELL ROCK RIVER WATERSHED DISTRICT

  
Chair

7/9/2024  
Date

FREEBORN COUNTY

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attested by County Administrator

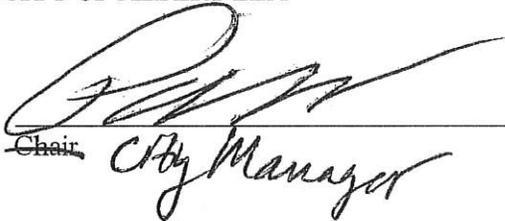
\_\_\_\_\_  
Date

FREEBORN COUNTY SOIL AND WATER CONSERVATION DISTRICT

  
Chair

July 11, 2024  
Date

CITY OF ALBERT LEA

  
Chair City Manager

07-25-24  
Date



**FREEBORN COUNTY BOARD OF COMMISSIONERS  
AGENDA REQUEST**

<input checked="" type="checkbox"/> REGULAR AGENDA <input type="checkbox"/> INFORMATIONAL ONLY DATE OF MEETING: 08/06/2024	<b>ACTION REQUESTED:</b> <input type="checkbox"/> Motion <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Discussion <input type="checkbox"/> Request Board direction
<b>SUBMITTED BY:</b> Suzi Nerison	<b>DEPARTMENT:</b> Human Services
<b>PRESENTED BY:</b> Suzi Nerison	<b>ESTIMATED TIME NEEDED:</b> 5 minutes
<b>SUMMARY OF ISSUE/TOPIC:</b> The Freeborn County Family Services & Children's Mental Health Collaborative, formed in accordance with MN Statute 245.491-245.195 and MN Statute 124D.23 has been operating without a Coordinator for over a year since contract termination by the Incumbent. Only minimum required tasks have been completed with the absence of a designated Coordinator by two Department Heads with knowledge and access to necessary systems ensure completion. Attempts have been made to contract with a subsequent Coordinator without success. The Collaborative desires this to become a full-time, permanent county employee, given the established HR infrastructure and ability to offer competitive salary and fringe.  The Collaborative has historically seen sustained revenue to support a full time employee. All employment expenses, including but not limited to salary, fringe, equipment, supplies and training, for this employee will be invoiced to and reimbursed by the Collaborative. There is an expectation that the Coordinator will seek and secure additional grant funds to ensure the long-term stability and effectiveness of the Collaborative, including but not limited to funding to sustain the position in the event that existing revenue no longer met the needs of the Collaborative.  Should revenue and grant funding fall to the level that the position cannot be funded, full-time status of the position will be re-evaluated and potentially reduced. The Collaborative Coordinator position will not be funded with county levy dollars through any department budget.	
<b>OPTIONS/ALTERNATIVES/OTHER COMMENTS:</b> *Collaboratives must have designated Coordinators, although duties/requirements are determined by individual Collaboratives.	
<b>RECOMMENDED BOARD ACTION( MOTION/RESOLUTION);</b> Resolution to approve Collaborative Coordinator as a full time permanent position, to be fully funded through the Collaborative	
<b>Fiscal Impact:</b> <input checked="" type="checkbox"/> COST    AMOUNT <u>\$100,000 (approx.)</u> <b>BUDGETED</b> <input checked="" type="checkbox"/> Y <input type="checkbox"/> N  <b>MANDATED :</b> <input checked="" type="checkbox"/> Y <input type="checkbox"/> N <b>BY WHAT AGENCY:</b> <u>*MNDHS, MN Statute 245.491-245.495 / 124D.23</u>	
<b>Other comments:</b> Cost is currently included in the Collaborative budget submitted to MN DHS.	

# Freeborn County Board of Commissioners

## RESOLUTION 24-XXX

### *Resolution to Approve Collaborative Coordinator as an Employee of Freeborn County*

**WHEREAS**, the State of Minnesota, through the Department of Human Services, has established and maintained provisions for the establishment of local Family Services and Children’s Mental Health Collaboratives in accordance with Minn. Statutes 124D.23, and 254.491 to 245.495; and

**WHEREAS**, the Freeborn Family Services and Children's Mental Health Collaborative was established to foster collaborative prevention and intervention efforts to improve outcomes, stability and health of all children and families through the coordination of multi-agency services and informal supports within the community, by developing a comprehensive system of collaborative service delivery to improve the ability of families to meet the needs of their children; and

**WHEREAS**, the Freeborn County Family Services and Children’s Mental Health Collaborative is able to generate local revenue by identified member agencies participating in the Local Collaborative Time Study (LCTS) and is able to secure grants from sources outside of local, state and federal government entities; and

**WHEREAS**, the Freeborn County Family Services and Children’s Mental Health Collaborative desires the Collaborative Coordinator to be a designated County position; and

**WHEREAS**, Freeborn County feels a designated Coordinator is integral to support and sustain of the mission of the Collaborative; therefore

**BE IT RESOLVED**, that the Coordinator position for the Freeborn County Family Services and Children’s Mental Health Collaborative be an employment position of Freeborn County.

\* \* \* \* \*

I hereby certify that the above is a true and correct copy of a resolution adopted by the Freeborn County Board of Commissioners at their session on the 6<sup>th</sup> day of August, 2024 and as it appears on the Minutes of their record of proceedings.

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Ryan Rasmusson  
Administrator  
County of Freeborn  
State of Minnesota



# PERSONNEL REQUISITION FORM

Department:

Date:

Requested By:

Position Title:

Budgeted Position:  Yes  No Pay Grade:  Pay Step:  Start Date:

Full Time  Part-Time (over 30 hours)  Regular  Temporary  Intern  Exempt  
 Part-Time (under 30 hours)  Contracted  Seasonal  Non-Exempt

Is this position:  New or Addition to staff (Contact HR for P.A.Q.)  Replacement (name of employee)

**\*\*All positions must be approved by the County Board\*\***

**Justification:**

The local Freeborn County Family Services & Children's Mental Health Collaborative is in need of a Coordinator. Attempts have been made to contract for this position, as has been the arrangement in the past without success. Currently, Department Heads have had to cover Statutorily required tasks which should be done by a Coordinator. It is not fiscally responsible to continue with this

*(Space for additional justification available on the back)*

**Recruitment:** All positions will be posted for a minimum of 5 working days on our job board. All Open positions will be posted on the Freeborn County website. Note additional advertising requests below. Advertising fees will be deducted from your department's advertising budget.

Candidate posting:  Internal Only  Internal and External

Albert Lea Tribune  Freeborn County Shopper  Austin Daily Herald  Other: (specify below)

MACSSA

**Approvals:**

1. Human Resources Manager:	Erin Hornberger	<input type="checkbox"/> Approve <input type="checkbox"/> Deny	Date:	
2. County Administrator:	Ryan Rasmusson	<input checked="" type="checkbox"/> Approve <input type="checkbox"/> Deny	Date:	7/31/2024
Board Resolution Number:			Date:	

**For HR use only:**

Date posted: \_\_\_\_\_ Date filled: \_\_\_\_\_ Applicant selected: \_\_\_\_\_

Additional Justification:

arrangement. The Family Services & Children's Mental Health Collaborative has sustained revenue to support the Coordinator position (as has been the case previously via contracted employees). The Collaborative desires this to be a county position, given the existing HR infrastructure and ability to offer competitive wage and fringe. DHS will invoice the Collaborative for all expenses related to this employee.

## Collaborative Coordinator

Page 1 of 4



<b>Department:</b>	Human Services
<b>Reports To:</b>	CMH/ CVCC Supervisor/ Collaborative Board
<b>Supervisory Duties:</b>	No
<b>FLSA Status:</b>	Exempt
<b>Last Updated:</b>	June 2024

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### Position Details

The Collaborative Coordinator is the face and voice of the Freeborn County Children's Mental Health and Family Services Collaborative to local communities and partners. The Coordinator executes collaborative board-approved policies and projects. This position includes monitoring and reporting financials, seeking out funding opportunities, community engagement, marketing and meeting facilitation.

#### Duties and Responsibilities

- Coordinates, plans, facilitates Collaborative Board and committee meetings including agendas, minutes and reporting out financials.
- Works with the Collaborative Board by providing support and initiating approved recommendations or actions, in accordance with the governance agreement and by-laws.
- Maintains an effective and productive home office environment, if applicable
- Maintains and submits all reports and records as requested or required by law to appropriate government officials or the Collaborative Board
- Implements operational plans, policies, and goals that further strategic objectives per Collaborative Board approval and direction.
- Maintains an effective and productive home office environment, if applicable
- Maintains and submits all reports and records as requested or required by law to appropriate government officials or the Collaborative Board
- Collects and brings funding requests to the Collaborative Board for consideration and action.
- Maintains Board member term list and ensures documented appointment and representation by each member party to the Collaborative Board of Directors
- Updates and maintains Board member orientation materials.

#### Engagement

- Coordinate community engagement and other media updates as applicable.
- Plans and/or participates in Collaborative Board approved community events.
- Serves on county and community workgroups and committees in order to further support the Collaborative's mission, as directed by the Collaborative Board
- Supports member party program initiatives in accordance with the Collaborative's mission.
- Stays informed of community resources including attending meetings applicable to the work of the Collaborative Board.

#### Financial

- Works closely with fiscal agent to ensure accurate budget, revenue and expenditures.
- Manage and ensure payment of invoices.
- Tracks In-kind contribution of member parties.
- Builds and maintains relationships to garner new opportunities including seeking and applying for grants.

### **Local Collaborative Time Study**

- Acts as Local Collaborative Time Study (LCTS) Coordinator
- Acts as liaison with the State Coordinators
- Recruits, screens, and provides training on Code References for new LCTS/LTSS participants, maintain and update LCTS/LTSS participant database.
- Validates Random Moments
- Updates participant list and sends to Site Coordinators, as required.
- Attends statewide county collaborative meetings.
- Meets with all School District, Public Health, and Corrections Site Coordinators in the fall to update LCTS participants lists.
- Completes required documentation, trainings and meet's deadlines.

### **Additional Duties and Responsibilities**

- Maintains training/educational competencies and own professional development.
- Attends all required county and agency meetings.
- Adheres to Freeborn County Policies and Procedures, Freeborn County DHS operating procedures and guidelines set forth by the Freeborn County Children's Mental Health and Family Services Collaborative.

While these are the primary focus of the position, we believe strongly in teamwork and employees will be called upon to perform a variety of duties as part of their role with the County.

## **Position Requirements**

### **Knowledge, Skills and Abilities**

- Considerable knowledge of community resources within and surrounding Freeborn County.
- Knowledge and experience working with programs targeting families, children and older youth.
- Knowledge base of clients' cultures and differences among cultural groups.
- Knowledge of ethical standards in the field of children's mental health and human services.
- Knowledge of relevant laws and local and state rules and regulations.
- Ability to seek and obtain funding from national, state and local entities.
- Ability to problem-solve and strategize creative solutions.
- Ability to write reports and maintain records, both programmatic and fiscal.
- Ability to work with professionals from various disciplines who serve families, children and older youth.
- Ability to motivate behavior and engage community partners.
- Effective communication skills, both oral and written.
- Ability to maintain confidentiality and data privacy.
- Ability to use various computer and software programs.
- Ability to apply professional principles and judgement within overall goals established by senior management and the Collaborative Board.

- Ability to manage work involving complex variables, requiring analytical ability and inductive thinking to fit complex situations.
- Ability to communicate and maintain relationships to motivate behavior requiring a well-developed sense of strategy and timing to engender trust of diverse audiences.

### Education and Experience

- A bachelor's degree from an accredited four-year college or university with a major in social work, psychology, sociology or closely related field; or
- A bachelor's degree from an accredited four-year college or university with a major in any field and one (1) year of experience as a case manager in a public or private social services, public health or probation agency; or
- Equivalent combination of education and experience.

### Other Job Requirements

- Valid Driver's License or evidence of equivalent mobility
- Other certifications and training as required by the job duties

### Equipment and Tools Responsibilities

- Frequently operates office equipment, technology, and medical equipment.
- Intermittently must operate personal vehicles.

### Physical and Mental Requirements

This job typically requires: sitting, standing, walking, driving, feeling, manual dexterity, grasping, talking, hearing, typing, and seeing. There is exposure to computer keyboards and video screens. This position is generally light-duty and may require the exertion up to 20 pounds of force, and the ability to lift, carry, push, pull, and move objects.

*The physical demands described here are representative to those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations can be made to enable individuals with disabilities to perform the essential functions.*

### Working Conditions

Work is performed in an office, client homes or other indoor or outdoor settings. Worker is subject to variable outside weather conditions. Motor vehicle travel is required.

There is potential exposure to infectious diseases and bloodborne pathogens. Worker may be subject to odors, wetness, poor illumination, and sudden temperature change. Worker may be exposed to dangerous physical and/or environmental conditions (animals, insects, rodents, house in need of repair, drugs, weapons, air contaminants etc.) Worker is exposed to noise, distractions, and interruptions. Worker may be exposed to hostile, verbally abusive, and emotional clients.

*The work environment characteristics described here are representative to those an employee encounters while performing essential functions of this job. Reasonable accommodations can be made to enable individuals with disabilities to perform the essential functions.*

**Competencies Common to All County Positions**

- Develop, maintain a thorough working knowledge of, and comply with all departmental and applicable County policies and procedures.
- Demonstration by personal example the spirit of service, excellence, and integrity expected from all staff.
- Develop respectful and cooperative working relationships with co-workers, including willing assistance to newer staff so job responsibilities can be performed with confidence as quickly as possible.
- Confer regularly with and keep immediate supervisor informed of all important matters which pertain to the applicable job functions and responsibilities.
- Represent Freeborn County in a professional manner to the public, outside contacts and constituencies.



# Freeborn County Board of Commissioners

## RESOLUTION 24-XXX

*Resolution to renew the Grant Agreement between the Department of Public Safety and Freeborn County Crime Victims Crisis Center for provision of Domestic Violence, General Crime Victim, and Sexual Assault Services in Freeborn County.*

**WHEREAS**, Freeborn County has the need to provide domestic violence, general crime victim, and sexual assault services to residents of Freeborn County; and

**WHEREAS**, Freeborn County provides for these services through the Freeborn County Crime Victims Crisis Center; and

**WHEREAS**, the Freeborn County Crime Victims Crisis Center has received grant funding from the Office of Justice Programs in the Minnesota Department of Public Safety utilizing federal and state grant dollars with parameters for the provision of these services; therefore

**BE IT RESOLVED**, that the Amendment to Grant Contract Agreement between Freeborn County Crime Victims Crisis Center and the Office of Justice Programs within the MN Department of Public Safety is approved for the term of 10/1/2024 – 9/30/2025.

\* \* \* \* \*

I hereby certify that the above is a true and correct copy of a resolution adopted by the Freeborn County Board of Commissioners at their session on the 6<sup>th</sup> day of August, 2024, and as it appears on the Minutes of their record of proceedings.

---

Ryan Rasmusson  
Administrator  
County of Freeborn  
State of Minnesota



**FREEBORN COUNTY BOARD OF COMMISSIONERS  
AGENDA REQUEST**

<input checked="" type="checkbox"/> REGULAR AGENDA <input type="checkbox"/> INFORMATIONAL ONLY DATE OF MEETING: 08/06/2024	<b>ACTION REQUESTED:</b> <input type="checkbox"/> Motion <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Discussion <input type="checkbox"/> Request Board direction
<b>SUBMITTED BY:</b> Suzi Nerison	<b>DEPARTMENT:</b> Human Services
<b>PRESENTED BY:</b> Suzi Nerison	<b>ESTIMATED TIME NEEDED:</b> 5 minutes
<b>SUMMARY OF ISSUE/TOPIC:</b> Renewal of existing contract with Cedar Valley Services - Albert Lea Division to provide Community and Facility Based Extended Employment, in accordance with MN Statute 256B.092 and MN Rules 3300.5000 through 3300.6070, for individuals who have certified disabilities preventing them from active participation in the competitive labor market and who need additional support to maintain employment activities. This is a mandated service per Minnesota Statute.  The Freeborn County Department of Human Services shall renew contracted services with Cedar Valley Services - Albert Lea Division to provide Community and Facility Based Extended Employment for residents of Freeborn County for whom the Department refers. Residents utilizing this service include individuals with disabilities, and certified as eligible for services.	
<b>OPTIONS/ALTERNATIVES/OTHER COMMENTS:</b>	
<b>RECOMMENDED BOARD ACTION( MOTION/RESOLUTION);</b> Renewal of existing contract with Cedar Valley Services to provide Community and Facility Based Extended Employment Services to residents of Freeborn County.	
<b>Fiscal Impact:</b> <input checked="" type="checkbox"/> COST    AMOUNT <u>Not to exceed \$57,600 annually</u> <b>BUDGETED</b> <input checked="" type="checkbox"/> Y <input type="checkbox"/> N  <b>MANDATED :</b> <input checked="" type="checkbox"/> Y <input type="checkbox"/> N <b>BY WHAT AGENCY:</b> <u>DHS / MN Statute</u>	
<b>Other comments:</b> This is a contract renewal for an existing vendor providing a budgeted service.	

# Freeborn County Board of Commissioners

## RESOLUTION 24-XXX

### Resolution to approve the Purchase of Service Agreement between the Freeborn County Department of Human Services and Cedar Valley Services

**WHEREAS**, Minnesota Statute mandates provision of services to children and adults meeting specific disability and/or vulnerability criteria in order to ensure health, safety and wellbeing; and

**WHEREAS**, the Freeborn County Department of Human Services is committed to providing quality services to meet the needs of the population of individuals with disabilities; and

**WHEREAS**, the Freeborn County Department of Human Services ensures person centered and client directed case management services in order to maintain quality of life for individuals with disabilities as actively employed individuals; and

**WHEREAS**, Cedar Valley Services is an approved vendor, according to Minnesota Statutes, of services to individuals with disabilities; and

**WHEREAS**, the Freeborn County Department of Human Services wishes to purchase specific services from Cedar Valley Services; therefore

**BE IT RESOLVED**, that the 2024-2025 Purchase of Service Agreement between the Freeborn County Department of Human Services and Cedar Valley Services is approved for provision of Community and Facility Based Extended Employment Services to residents of Freeborn County that are eligible for those services.

\* \* \* \* \*

I hereby certify that the above is a true and correct copy of a resolution adopted by the Freeborn County Board of Commissioners at their session on the 6th day of August, 2024, and as it appears on the Minutes of their record of proceedings.

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Ryan Rasmusson  
Administrator  
County of Freeborn  
State of Minnesota



**FREEBORN COUNTY BOARD OF COMMISSIONERS  
AGENDA REQUEST**

<input checked="" type="checkbox"/> REGULAR AGENDA <input type="checkbox"/> INFORMATIONAL ONLY DATE OF MEETING: 08/06/2024	<b>ACTION REQUESTED:</b> <input type="checkbox"/> Motion <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Discussion <input type="checkbox"/> Request Board direction
<b>SUBMITTED BY:</b> Suzi Nerison	<b>DEPARTMENT:</b> Human Services
<b>PRESENTED BY:</b> Suzi Nerison	<b>ESTIMATED TIME NEEDED:</b> 5 minutes
<b>SUMMARY OF ISSUE/TOPIC:</b> Freeborn County is responsible to ensure that fee-for-service Medicaid recipients, including but not limited to the elderly, those with disabilities, pregnant women and children, who do not have means of transportation and cannot afford to pay up front for medical transportation have access to medical care. Freeborn County currently does not have Agreements with any providers to provide Modes 3 or 4 non-emergency medical transportation (NEMT). There are two local providers, enrolled with the State of Minnesota, who are willing and able to provide this service.  A Purchase of Service Agreement is desirable in order to outline responsibilities of each party and ensure a mechanism to hold providers accountable for required procedures and documentation. In the event of an audit resulting non-compliance by a provider, the written agreement allows Freeborn County to collect necessary pay-back amounts from the provider, rather than being financially responsible for payment to the State.  Rates of individual rides are set in Statute and are reimbursed fully to the local county agency from MN DHS. Administrative fees at 5% per trip with a do-not-exceed clause of \$5000 will help incentive providers to transport Freeborn County recipients not enrolled with Managed Care Organizations. Administrative fees associated with NEMT are allowable costs for Federal Financial Participation (FFP) reimbursement at 50%.	
<b>OPTIONS/ALTERNATIVES/OTHER COMMENTS:</b>	
<b>RECOMMENDED BOARD ACTION( MOTION/RESOLUTION);</b> Resolution to offer a Purchase of Service Agreement to Grace Home Health/Transportation for NEMT services	
<b>Fiscal Impact:</b> <input checked="" type="checkbox"/> COST AMOUNT <u>net \$2500 (\$5000 reimbursed at 50%)</u> <b>BUDGETED</b> <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <b>MANDATED :</b> <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N <b>BY WHAT AGENCY:</b> <u>MN DHS / MN Statute 245B</u>	
<b>Other comments:</b> Health Care access is mandated. Admin fees payable to providers is not mandated.	

# Freeborn County Board of Commissioners

## RESOLUTION 24-XXX

### Resolution to approve the Purchase of Service Agreement between the Freeborn County Department of Human Services and Grace Home Health Transportation

**WHEREAS**, Minnesota Statute mandates assurances for recipients of Medical Assistance, including but not limited to the elderly, individuals with disabilities, pregnant women and children, to access necessary medical care; and

**WHEREAS**, Minnesota Statute 256B.0625, Subdivisions 17 and 18 and Minnesota Rules 9505.0315 and 9505.0445 outline the provision of medical transportation, including non-emergency medical transportation (NEMT) as a Medicaid covered service which must be administered in a cost-effective manner; and

**WHEREAS**, the Freeborn County Department of Human Services is the local county agency responsible for determining eligibility for and administering Minnesota Health Care Programs (MHCP); and

**WHEREAS**, a Purchase of Service Agreement is desirable in order to define responsibilities and hold each party accountable for required procedures, documentation and fiscal functions; and

**WHEREAS**, Grace Home Health Transportation is enrolled with Minnesota Health Care Programs as a transportation provider; and

**WHEREAS**, the Freeborn County Department of Human Services wishes to purchase specific services from Grace Home Health Transportation; therefore

**BE IT RESOLVED**, the 2024 Purchase of Service Agreement between the Freeborn County Department of Human Services and Grace Home Health Transportation is approved for provision of Non-Emergency Medical Transportation Services to residents of Freeborn County that are eligible for those services.

\* \* \* \* \*

I hereby certify that the above is a true and correct copy of a resolution adopted by the Freeborn County Board of Commissioners at their session on the 6th day of August, 2024, and as it appears on the Minutes of their record of proceedings.

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Ryan Rasmusson  
Administrator  
County of Freeborn  
State of Minnesota



**FREEBORN COUNTY BOARD OF COMMISSIONERS  
AGENDA REQUEST**

<input checked="" type="checkbox"/> REGULAR AGENDA <input type="checkbox"/> INFORMATIONAL ONLY DATE OF MEETING: 08/06/2024	<b>ACTION REQUESTED:</b> <input type="checkbox"/> Motion <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Discussion <input type="checkbox"/> Request Board direction
<b>SUBMITTED BY:</b> Suzi Nerison	<b>DEPARTMENT:</b> Human Services
<b>PRESENTED BY:</b> Suzi Nerison	<b>ESTIMATED TIME NEEDED:</b> 5 minutes
<b>SUMMARY OF ISSUE/TOPIC:</b> Freeborn County is responsible to ensure that fee-for-service Medicaid recipients, including but not limited to the elderly, those with disabilities, pregnant women and children, who do not have means of transportation and cannot afford to pay up front for medical transportation have access to medical care. Freeborn County currently does not have Agreements with any providers to provide Modes 3 or 4 non-emergency medical transportation (NEMT). There are two local providers, enrolled with the State of Minnesota, who are willing and able to provide this service.  A Purchase of Service Agreement is desirable in order to outline responsibilities of each party and ensure a mechanism to hold providers accountable for required procedures and documentation. In the event of an audit resulting non-compliance by a provider, the written agreement allows Freeborn County to collect necessary pay-back amounts from the provider, rather than being financially responsible for payment to the State.  Rates of individual rides are set in Statute and are reimbursed fully to the local county agency from MN DHS. Administrative fees at 5% per trip with a do-not-exceed clause of \$5000 will help incentive providers to transport Freeborn County recipients not enrolled with Managed Care Organizations. Administrative fees associated with NEMT are allowable costs for Federal Financial Participation (FFP) reimbursement at 50%.	
<b>OPTIONS/ALTERNATIVES/OTHER COMMENTS:</b>	
<b>RECOMMENDED BOARD ACTION( MOTION/RESOLUTION);</b> Resolution to offer a Purchase of Service Agreement to FairRyde for NEMT services	
<b>Fiscal Impact:</b> <input checked="" type="checkbox"/> COST <b>AMOUNT</b> <u>net \$2500 (\$5000 reimbursed at 50%)</u> <b>BUDGETED</b> <input type="checkbox"/> Y <input checked="" type="checkbox"/> N  <b>MANDATED :</b> <input checked="" type="checkbox"/> Y <input type="checkbox"/> N <b>BY WHAT AGENCY:</b> <u>MN DHS / MN Statute 245B</u>	
<b>Other comments:</b> Health Care access is mandated. Admin fees payable to providers is not mandated.	

# Freeborn County Board of Commissioners

## RESOLUTION 24-XXX

### **Resolution to approve the Purchase of Service Agreement between the Freeborn County Department of Human Services and FairRyde Transportation**

**WHEREAS**, Minnesota Statute mandates assurances for recipients of Medical Assistance, including but not limited to the elderly, individuals with disabilities, pregnant women and children, to access necessary medical care; and

**WHEREAS**, Minnesota Statute 256B.0625, Subdivisions 17 and 18 and Minnesota Rules 9505.0315 and 9505.0445 outline the provision of medical transportation, including non-emergency medical transportation (NEMT) as a Medicaid covered service which must be administered in a cost-effective manner; and

**WHEREAS**, the Freeborn County Department of Human Services is the local county agency responsible for determining eligibility for and administering Minnesota Health Care Programs (MHCP); and

**WHEREAS**, a Purchase of Service Agreement is desirable in order to define responsibilities and hold each party accountable for required procedures, documentation and fiscal functions; and

**WHEREAS**, FairRyde Transportation is enrolled with Minnesota Health Care Programs as a transportation provider; and

**WHEREAS**, the Freeborn County Department of Human Services wishes to purchase specific services from FairRyde Transportation; therefore

**BE IT RESOLVED**, the 2024 Purchase of Service Agreement between the Freeborn County Department of Human Services and Fair Ryde Transportation is approved for provision of Non-Emergency Medical Transportation Services to residents of Freeborn County that are eligible for those services.

\* \* \* \* \*

I hereby certify that the above is a true and correct copy of a resolution adopted by the Freeborn County Board of Commissioners at their session on the 6th day of August, 2024, and as it appears on the Minutes of their record of proceedings.

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Ryan Rasmusson  
Administrator  
County of Freeborn  
State of Minnesota



**FREEBORN COUNTY BOARD OF COMMISSIONERS  
AGENDA REQUEST**

<input checked="" type="checkbox"/> REGULAR AGENDA  <input type="checkbox"/> INFORMATIONAL ONLY  DATE OF MEETING: August 6, 2024	<b>ACTION REQUESTED:</b>  <input type="checkbox"/> Motion  <input checked="" type="checkbox"/> Resolution  <input type="checkbox"/> Discussion  <input type="checkbox"/> Request Board direction
<b>SUBMITTED BY:</b> Lisa Peterson	<b>DEPARTMENT:</b> Highway
<b>PRESENTED BY:</b> Phil Wacholz	<b>ESTIMATED TIME NEEDED:</b>
<b>SUMMARY OF ISSUE/TOPIC:</b>  <b>The City of Freeborn has authorized an agreement between Freeborn County and the City of Freeborn with regards to the cost share of two dynamic speed signs to be placed near the city limits on CSAH 29. The exact sign locations will be agreed upon and staked in the field by the City and the County.</b>  <b>This resolution would approve the 50/50 cost share similar to our agreements with Emmons, Hayward, Alden, Twin Lakes, and Clarks Grove.</b>	
<b>OPTIONS/ALTERNATIVES/OTHER COMMENTS:</b>	
<b>RECOMMENDED BOARD ACTION( MOTION/RESOLUTION); See attached.</b>	
<b>Fiscal Impact:</b> <input checked="" type="checkbox"/> COST    AMOUNT ___ ~ \$5,000 ___ <b>BUDGETED</b> <input checked="" type="checkbox"/> Y <input type="checkbox"/> N	
<b>MANDATED :</b> <input type="checkbox"/> Y <input type="checkbox"/> N <b>BY WHAT AGENCY:</b> _____	
<b>Other comments:</b>	

**RESOLUTION 24-XXX**

*Authorizing Cost Share Agreement with the City of Freeborn*

**WHEREAS**, the Freeborn County Highway Department has the responsibility of maintaining the county road system; and

**WHEREAS**, the County has successfully participated with local communities on the installation and maintenance of dynamic feedback signs and is supportive of additional installations approved by the County Engineer in an effort to reduce speeds and keep our roads safe; and

**WHEREAS**, the City of Freeborn is requesting a 50/50 cost share agreement for the installation and maintenance of two dynamic speed signs within their city limits on CSAH 29.

**THEREFORE, BE IT RESOLVED**, that the County Board authorizes an agreement with the City of Freeborn on the 50/50 cost share for the installation and maintenance of two dynamic speed signs that shall be placed at locations satisfactory to the County Engineer.

\* \* \* \* \*

I hereby certify that the above is a true and correct copy of a resolution adopted by the Freeborn County Board of Commissioners at their session on the 6<sup>th</sup> of August, 2024 and as appears on the Minutes of their record of proceedings.

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Ryan Rasmusson  
County Administrator  
County of Freeborn  
State of Minnesota

# ***Freeborn County Intergovernmental Agreement***

with the

## **City of Freeborn**

for

### **Installation, Operation and Maintenance of Dynamic Driver Feedback Signs**

It is hereby agreed by and between the County of Freeborn, Minnesota (County) and the City of Freeborn, Minnesota (City) that the respective parties to this agreement shall have the responsibilities as herein described with respect to the installation, operation, and maintenance of dynamic speed display signs on County State Aid Highway 29 (*C.S.A.H. No. 29*) (*aka Lakeshore Drive*); located on the east and west sides of town. The location of the signs can be changed with written concurrence of the City and County.

**SECTION 1.** The City shall have the following responsibilities with respect to the project:

1. Assist with all public concerns.
2. Pay for the following portions of the project with City funds:
  - A. 100% of any right-of-way purchase required.
  - B. 50% of the initial construction and installation.
  - C. 50% of the ongoing operation and maintenance. If the sign should be vandalized and need to be replaced, then the City can either request the sign no longer be operational and agrees to pay 50% of all costs to remove and restore site OR the City agrees to pay 50% of all costs to restore the signs functionality.
  - D. 100% utility costs (if any).

**SECTION 2.** The County shall have the following responsibilities with respect to the project:

1. Complete plans and specifications for the project.
2. Perform all contract administration on the project.
3. Approve negotiated change orders, contractor's compliance, and assist in dealing with public concerns.
4. Perform construction staking and inspection.
5. Pay for the following parts of the project with County funds:
  - A. 100% of all design, plan development, construction staking, construction inspection, and contract administration.
  - B. 50% of the initial construction and installation.
  - C. 50% of the ongoing operation and maintenance. If the sign should be vandalized and need to be replaced, then the City can either request the sign no longer be operational and the County agrees to pay 50% of all costs to remove and restore site OR the County agrees to pay 50% of all costs to restore the sign's functionality.

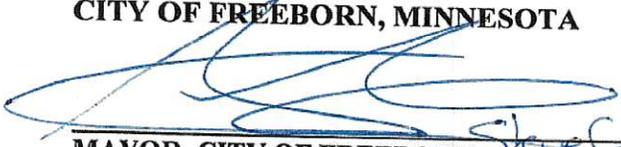
**SECTION 3.** The City shall pay their portion to the County as billed and based on the original invoices. Billing for installation to be done upon completion of the project. Billing for maintenance and operations shall occur at the time the costs are incurred or annually on or before January 31 for all cost incurred in the previous year.

**SECTION 4.** The plans and specifications as approved by the Freeborn County Highway Department hereby become part of this agreement.

**AUTHORIZED SIGNATURES:**

**CITY OF FREEBORN, MINNESOTA**

**COUNTY OF FREEBORN, MINNESOTA**



**MAYOR, CITY OF FREEBORN**

*Steve Seipp*

**CHAIR, FREEBORN COUNTY BOARD**



**CLERK, CITY OF FREEBORN**

**COUNTY ENGINEER, FREEBORN COUNTY**

7-10-24  
**DATE**

**DATE**

**APPROVED:**



**RESOLUTION 24-XXX**

**PERMISSION TO FILL THE FREEBORN COUNTY OFFICE SUPPORT SPECIALIST - DHS  
POSITION**

**WHEREAS**, the Freeborn County employees have the responsibility for providing quality service with integrity and accountability to the citizens of Freeborn County;

**WHEREAS**, the Freeborn County Board is the appointing authority for all county employees,  
and;

**WHEREAS**, Jessica Olson, Office Support Specialist - DHS has accepted another position as the Office Support Specialist – Mental Health so this leaves a vacant Office Support Specialist - DHS position;

**NOW, THEREFORE BE IT RESOLVED**, that the board approves the filling of the vacant Office Support Specialist - DHS position.

\*\*\*\*\*

I hereby certify that the above is a true and correct copy of a resolution adopted by the Freeborn County Board of Commissioners at their session on the 6<sup>th</sup> of August, 2024, and as it appears on the Minutes of their record of proceedings.

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County Administrator/Clerk  
County of Freeborn  
State of Minnesota