

1. County Board Regular Meeting Agenda January 6, 2026

Documents:

[COUNTY BOARD AGENDA\\_JANUARY 6, 2026.PDF](#)

1.I. County Board Regular Meeting Agenda And Packet January 6, 2026

Documents:

[COUNTY BOARD PACKET JANUARY 6, 2026.PDF](#)

## **BENTON COUNTY BOARD OF COMMISSIONERS**

January 6, 2026, 9:00 AM  
Benton County Board Room

### AGENDA

9:00 - Montgomery Headley, County Administrator

- Call to Order
- Pledge of Allegiance
- Roll Call
- Select a County Board Chair for 2026

9:02 – Chair of the County Board

- Select a County Board Vice-Chair for 2026
- Approve or Amend the Agenda

9:03 - Announcement by the Board Chair:

County Board meetings are broadcast live and video recorded on YouTube. Please refrain from speaking from the audience area and come to the podium so that viewers can hear you. The County Board observes Roberts Rules of Order for its meetings, so please obtain the Board Chair's consent before addressing the County Board. Public comments are generally reserved for the Open Forum segment or Public Hearings. However, public comment on other agenda items may be allowed at the discretion of the Board Chair. As we begin today, please turn off all cellphones or turn your cellphone to vibrate. Thank you.

9:04 - Open Forum Announcement by the Board Chair

- Public Input and/or Informational Matters Not Requiring Action by the Board

9:05 - Consent Agenda

1. Approve or Amend the Regular Board Meeting Minutes of December 16, 2025 (Administrator)
2. Approve or Amend the Committee of the Whole Meeting Minutes of December 3, 2025 (Administrator)
3. Approve or Amend the Committee of the Whole Meeting Minutes of December 16, 2025 (AM) (Administrator) (Continued on Next Page)

531 Dewey Street P.O. Box 129 Foley, MN 56329 | [bentoncountymn.gov](http://bentoncountymn.gov)

320-968-5000 Main | 320-968-5329 Fax | 320-968-8842 TDD

Commissioners: District 1: Scott Johnson | District 2: Ed Popp | District 3: Steve Heinen

District 4: Jared Gapinski | District 5: Pam Benoit

County Board Agenda (Continued)  
January 6, 2026, Page 2

4. Approve or Amend the Committee of the Whole Meeting Minutes of December 16, 2025 (PM) (Administrator)
5. Consider the Designation of the Official Newspaper for Benton County for 2026 (Administrator)
6. Consider the Minimum Salaries for the County Attorney, Sheriff, and Auditor-Treasurer for Terms of Office Beginning in 2027 (Administrator)
7. Consider the Contract for Outside Labor Attorney Services (Administrator)
8. Consider the Application for 2025 Local Option Disaster Credit and 2026 Local Option Abatement for Parcel 09.01086.00 (Auditor-Treasurer)
9. Consider the 2026-2027 IV-D Cooperative Agreement between Benton County Human Services and the Department of Children Youth and Family (DCYF) (Human Services)
10. Consider an Alternative Method to Disseminate Bids and Requests for Proposals (Public Works)
11. Consider the Contract with Midco for Cable Television Services (Sheriff's Office)

9:05 – Montgomery Headley, County Administrator

- Appoint an Interim County Engineer
- Schedule Regular Meetings of the County Board for 2026
- Consider a Software Project Agreement with Information Systems Corporation (ISC)
- Consider a Recommendation of the Government Center Building Committee for a Furniture, Fixtures and Equipment (FFE) Vendor
- Review County Board Policy Manual
- St. Cloud Regional Airport Authority Options for Discussion
- Set the Per Diem Rate for Boards and Commissions

9:30 – Christine Scherbing, Auditor-Treasurer

- Consider the Sale of Parcel 09.00541.03 to Thelen Estates, LLC and Authorize the Board Chair to Sign the Deed to Convey the Property  
(Continued on Next Page)

County Board Agenda (Continued)  
January 6, 2026, Page 3

9:35 – Sandi Shoberg, Human Services Director

- Benton County Service Survey Results for Human Services
- Child Care Assistance Program Update

9:40 – Roxanne Achman, Land Services Director

- Consider the DNR Notice of Preliminary Map and List of Public Waters Inventory Corrections Within Benton County

9:45 – Chris Byrd, County Engineer

- Consider the Resolution to Reauthorize Local Sales Tax for Transportation

9:55 – Commissioner Meeting Updates

10:00 – Comments by Commissioners (General Comments by Board Members on Topics Not Requiring County Board Action)

10:05 – Set Committee of the Whole Meetings and Designate any Previously Held Meetings as Necessary Committee Meetings

10:10 – Adjourn

**Benton County Board of Commissioners/Benton County Ditch Authority**  
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County Board Agenda (Continued)

January 6, 2026, Page 4

Pursuant to MN Statutes §13D.02 and County Policy, the following County Board members may participate from a remote location:

- Commissioner Scott Johnson, District 1
- Commissioner Ed Popp, District 2
- Commissioner Steve Heinen, District 3
- Commissioner Jared Gapinski, District 4
- Commissioner Pam Benoit, District 5

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**BENTON COUNTY BOARD OF COMMISSIONERS**  
**AGENDA ITEM REQUEST**



MEETING DATE January 6, 2026

☒ REGULAR AGENDA

☐ CONSENT AGENDA

REQUESTING DEPARTMENT County Administrator

**TITLE OF REQUESTED ITEM AS IT WILL APPEAR ON BOARD AGENDA**

Select a Chair and Vice-Chair of the County Board for 2026

**BACKGROUND INFORMATION**

The County Administrator will ask for nominations for Chair of the County Board for 2026. Once a Chair is selected, the new Chair will then take the gavel.

**ACTION REQUESTED**

Motion/second to select a Chair, followed by vote; new Board Chair assumes Chair for duration of meeting

**FISCAL IMPACT**

ESTIMATED COST (\$) \_\_\_\_\_

SOURCE OF FUNDS \_\_\_\_\_

NEW / ADDITIONAL REVENUE (\$) \_\_\_\_\_

COST BUDGETED IN CURRENT YEAR? ☐ YES ☐ NO

**SUBMITTED/APPROVED**

SUBMITTER/SUPERVISOR SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

DEPARTMENT HEAD SIGNATURE \_\_\_\_\_

DATE 12-30-25

COUNTY ATTORNEY SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

☐ STATE GRANT CONTRACT/AGREEMENT NOT REVIEWED BY COUNTY ATTORNEY (GRANT RENEWAL WITH NO CHANGES IN TERMS AND CONDITIONS).

DURATION 2 minutes

PREFERRED PLACEMENT ON AGENDA \_\_\_\_\_



BENTON COUNTY BOARD OF COMMISSIONERS  
REGULAR MEETING MINUTES  
DECEMBER 16, 2025

The Benton County Board of Commissioners met in regular session on December 16, 2025, in the Benton County Board Room in Foley, MN. Call to order by Chair Ed Popp was at 9:00 AM followed by the Pledge of Allegiance to the flag. A roll call showed Commissioners Pam Benoit, Steve Heinen, Ed Popp, Scott Johnson and Jared Gapinski present.

County Administrator Montgomery Headley requested to amend the agenda to add: 1) Consent Agenda item # 16 to consider an application for MN Lawful Gambling with a resolution to conduct on-site gambling for the Lion's Club of Foley; 2) to add Consent Agenda item #17 to consider the 2026 Tobacco License Applications; 3) Headley requested to pull Consent Agenda item #4 to consider the resolutions establishing Loans to Ditch #9 and Ditch #14 to eliminate negative balances to explain the changes to that item; and Headley also explained that several items had replacement documents, which includes a replacement page for the fee schedule, a new memo from Tessia Melvin of David Drown and Associates regarding Class and Comp Maintenance recommendations, and the two updated Ditch Authority resolutions. Motion by Johnson and seconded by Benoit to approve the amended agenda. Motion carried unanimously.

There were three people who wished to speak during Open Forum. First was Tom Haaf, a Benton County taxpayer, who reiterated concerns first raised earlier in the year about rising taxes and opposed recent decisions that increased the tax burden, stating that residents are now financially "hemorrhaging." He urged the County to pause, reassess, and "stop the bleeding," drawing a comparison to halting a construction project when costs became unmanageable.

Second to speak was Frank Legatt of Sauk Rapids who criticized elected officials for approving what he views as excessive compensation and for failing to adequately evaluate job performance, asserting that both staff and commissioners are overpaid relative to their results. Legatt strongly opposed recent capital decisions, particularly the government center project and the regional airport authority, arguing they significantly increase taxes, lack transparency, and primarily benefit other counties rather than Benton County residents. Legatt questioned why taxpayers should pay for facilities they may never use such as the St. Cloud Airport and expressed distrust in the decision-making process.

Last to speak during Open Forum was Jake Bauerly, of 2100 65th Ave NE, Sauk Rapids, who expressed support for Benton County's participation in the regional airport, clarifying that the County's actual cost is relatively small, roughly a few dollars per resident, which made a low residential tax impact, and the larger share paid by commercial property. Bauerly emphasized the airport's significant economic value, citing past and current business use, employment, military interest, and future events that generate local jobs and tax capacity. Bauerly noted that the airport is moving toward self-sufficiency through leases and parking revenue, with current funding needs driven largely by aging equipment and lack of federal operating support. Bauerly reiterated that the airport is a critical regional asset that can strengthen Benton County's tax base and support long-term economic development.

Headley requested to pull Consent Agenda item #4, Johnson requested to pull Consent Agenda items #13 and #14, and Benoit requested to pull Consent Agenda item #5 for further discussion. Motion by Johnson and seconded by Benoit to approve Consent Agenda items 1 – 3, 6 – 12, and 15-17: 1) approve the Regular Board Meeting Minutes of December 2, 2025 and authorize the Chair to sign; 2) accept and file the monthly financial report through November 30, 2025; 3) approve the appointments to Boards and Commissions for 2026; 6) approve a resolution to delegate the authority to make electronic funds transfer payments and authorize the Chair to sign; 7) approve a resolution establishing Commitments of Fund Balance and authorize the Chair to sign; 8) approve an application for MN Lawful Gambling for Benton County Snowmobile Club and authorize the Chair to sign; 9) approve the renewal of the Children's Mental Health and Juvenile Justice Screening Grant and authorize the Chair to sign; 10) approve the Endpoint Security Software Contract purchase through the State of Minnesota and authorize the Chair to sign; 11) approve the appointments to the Planning Commission, Board of Adjustment, and Solid Waste Advisory Committee; 12) approve the 2025 SCORE Grant Applications Round IV; 15) approve the maintenance agreement with Motorola and authorize the Chair to sign; 16) approve the application for MN Lawful Gambling with a Resolution to conduct on-site gambling for the Lion's Club of Foley and authorize the Chair to sign; 17) approve the 2026 Tobacco License Applications. Motion carried unanimously.

Next, County Engineer Chris Byrd clarified Consent Agenda items #13 and #14 regarding the acceptance and final payment for tied projects. Byrd stated Consent agenda item #13 pertains to the maintenance patch on County Road (CR) 9, the maintenance patch on CSAH 25, and the reclaim project on CR 66 between 12 and 22, and for the pavement of the Highway Parking Lot. Consent Agenda item #14 pertains to the acceptance and final payment for CP 005-043-012 and CP 005-066-006 for tied Mill and Overlay projects on CR 43 and CR 66 between Highway 23 and CR 12. Commissioners then discussed bonding requirements, distinguishing between bid bonds and 100% performance and payment bonds, and explained that performance bonds apply only until final payment and acceptance of work. Concerns were raised about long-term accountability for construction failures, with staff noting that adding warranty requirements could provide additional protection but would likely increase project costs. Motion by Johnson and seconded by Benoit to approve Consent Agenda item 13 for the acceptance and final payment for tied projects SAP 005-625-013, CP 005-066-006 and CP 005-609-MP1 for the maintenance patch on CR 9, the maintenance patch on CSAH 25, the Reclaim project on CR 66 between 12 and 22, and the pavement of the Highway Parking Lot; and to approve Consent Agenda item #14 for the acceptance and final payment for tied projects CP 005-043-012 and CP 005-066-007 for the Mill and Overlay projects on CR 43 and CR 66 between Highway 23 and CR 12. Motion carried unanimously.

Next, Headley explained the revisions to ditch loan resolutions to allow year-end transfers from the General Fund to ditch funds equal to the actual deficit balance as of December 31, rather than a fixed November estimate, in order to avoid audit findings related to deficit balances. The change provides flexibility, as additional assessment revenues received in December are expected to reduce the deficits. Questions were raised about the stated 4% interest rate and determined that the rate should be 2%. Motion by Johnson and seconded by Heinen to approve Consent Agenda item #4 to approve the



resolutions establishing loans to Ditch #9 and Ditch #14 to eliminate negative balances, and to change the interest rate to 2% on both resolutions. Motion carried unanimously.

Next, Benoit raised a question on Consent Agenda item #5 regarding a resolution that allows up to 20% of net tax-forfeit land sale proceeds to be transferred to the park's capital fund. Headley noted that this practice has been used for several years but historically in very small amounts. Headley confirmed that any funds transferred under the resolution may be used for park capital projects. Motion by Benoit and seconded by Johnson to approve Consent Agenda item #5 to approve a resolution setting aside net proceeds from tax-forfeiture land sales to county parks. Motion carried unanimously.

Next, Byrd requested to conduct a public hearing to reauthorize Local Option Sales Tax for Transportation. Byrd shared that Benton County first adopted a Local Sales Tax for Transportation in 2019. At that time, it was estimated to generate about \$1.9 million per year to fund road and bridge projects. The County Board considered a list of projects to be funded with the proceeds and that list totaled an estimated \$34.4 million and included 36 different projects. Revenues came in higher than anticipated, and to date 22 projects have been completed costing approximately \$19.6 million. There are 14 projects to complete at an estimate of \$15 million. Residents have made requests to add projects to the current list so that they are eligible to be funded with sales tax proceeds. Reauthorization would require adoption of a new resolution with an updated list of projects, estimated cost, and a new sunset date. Byrd shared the resolution would retain the statutory sunset date of December 31, 2037, or earlier if sufficient revenue is collected to complete all identified projects.

The Public Hearing to reauthorize Local Option Sales Tax for Transportation opened at 9:41 AM. First to speak was Carol Anderson of 14235 115<sup>th</sup> Ave NE who expressed support for the county's transportation sales tax, noting it has generated more revenue than expected and has enabled needed road improvements across the county. Anderson emphasized that without the sales tax, many road projects would be difficult to fund and praised the Board for its earlier decision to adopt it. Anderson highlighted County Road 65 as an example, suggesting that completing it could create a valuable transportation corridor to Foley and help stimulate development in the northeastern and eastern parts of the county.

Next to speak was Mark Lepinski of 251 75th Ave NE, Sauk Rapids, who raised safety concerns regarding County Road 25, citing narrow lanes and shoulders, hazardous access points, and increasing large-vehicle traffic. Lepinski noted that traffic counts show heavy vehicle use at the high end of normal and that the road has been discussed repeatedly over several years. Lepinski urged the County to commit to using local sales tax funds to reconstruct the road within the next five years.

Next to speak was Denny Popp of 2028 165th St NE, Rice, who advocated for paving a two-mile section of County Road 40 west of Highway 25, noting that the road has likely been ready for paving for 10–15 years, is one of the widest in the county, and would likely be relatively inexpensive to improve. Denny Popp also expressed support for the regional airport, describing his personal experience flying from it as excellent and emphasizing that the airport is a valuable asset for the county.

Next to speak was Brian Malikowski of 14122 115th Avenue, who thanked the Board for including County Road 65 on the proposed resolution, highlighting dust issues and increased traffic from families

and his wife's daycare. Malikowski also spoke on behalf of his father regarding County Road 82, identifying the section south of CR 64 to CR 13 as particularly rough and in need of attention, while noting that the portion north of CR 64 is generally in better condition.

Next to speak was Benton County Maintenance Superintendent Mark Ebnet who agreed with Malikowski regarding CR 82, noting that the section from Highway 25 to CR 84 experiences significant traffic and should be considered for improvements all the way to CR 13.

The public hearing closed at 9:47 AM. There were no emails, letters or other communications to be read into the record. The Department has not received any comments or concerns from any State agencies, cities or townships on this agenda item. There was no official action required by an affected Township. The County Board discussed extending road improvement projects for County Roads 65 and 82 to cover their full lengths rather than piecemeal sections, based on public testimony and staff input. Commissioners emphasized the benefits of using local option sales tax funds, noting the revenue has exceeded projections and significantly improved county roads without relying on additional levy funding. There was a consensus to revise the resolutions to include the full lengths of both CR 65 and 82, to be brought back for approval at the January 6, 2026 Board meeting.

Next, Byrd discussed a request from the City of Sauk Rapids for a letter of support for a Transportation Alternatives grant to extend a shared-use trail along Mayhew Lake Road from the High School north to a roundabout project. Byrd emphasized coordination with upcoming road construction to minimize trail relocation and additional costs. Motion by Gapinski and seconded by Heinen to approve the letter of support for a Transportation alternatives grant. Motion carried unanimously.

Next, Byrd discussed the upcoming reconstruction of County State Highway 2 near Rice, planned for 2027, which requires acquiring a DNR-owned parcel. To proceed, the county must apply for an easement, which involves a \$2,000 application fee despite the parcel's estimated \$5,000 value. Board members noted past delays with similar DNR processes but acknowledged there are no wetlands on the parcel, which may simplify approval. Motion by Heinen and seconded by Benoit to approve the application for easement across state lands. Motion carried unanimously.

The Regular Board Meeting recessed at 10:00 AM to conduct a Ditch Authority Meeting.

The Regular Board Meeting reconvened at 10:43 AM.

Next, Project Manager Jim Oman of Contegrity Group provided an update on the Government Center project. This item was for informational purposes only.

Next, Benton Economic Partnership Executive Director Amanda Othoudt requested County Board consideration of the 2026 Minnesota City Participation Program (MCPPE), which allows Benton County to provide first-time homebuyer loans with access to down payment and closing cost assistance through local lenders, using tax-exempt bond allocations. The program has minimal administrative burden, requires no fee for 2026, and previous participation saw three committed loans totaling over \$778,000, including \$43,200 for down payment and closing costs. Motion by Heinen and seconded by Johnson to approve the 2026 MCPPE Agreement. Motion carried unanimously.

The County Board recessed at 10:51 AM to conduct an Economic Development Authority Meeting.



The County Board reconvened at 11:05 AM.

Next, Headley invited David Drown and Associates Consultant Tessia Melvin (virtual) to consider the results of the appeals to the 2025 Class and Comp Maintenance Program recommendations. Melvin shared that the original recommendations of the Class and Comp Maintenance Program were presented to the County Board on August 5, 2025. Those recommendations were adopted same date. Since then, employees had the opportunity to appeal those original recommendations. Some recommendations have been changed, based on employee appeals or other factors. Motion by Heinen and seconded by Johnson to approve the Class and Comp Maintenance Program recommendations, with the exception of the Emergency Communications Lieutenant and Jail Sergeants. Motion carried unanimously.

Next, Human Services Director Sandi Shoberg provided an update on the Minnesota Eligibility Technology System (METS), MnChoice assessments and reassessments, and a Detox center closing on 12/31/2025. This update was for informational purposes only.

Next, Auditor-Treasurer Christine Scherbing provided clarification from the Truth in Taxation meeting regarding Benton County's share of the Airport Authority levy. This item was for informational purposes only.

Next, Emergency Management Director Kristen Tschida and Community Health Specialist Julie Willman provided a presentation regarding the differences and similarities between their roles in Emergency Preparedness Response. This item was for informational purposes only.

Next, Katie Dusing of the Benton County Culture Team provided an update to the County Board on recent activities and accomplishments by the Culture Team. This item was for informational purposes only.

Next, Finance Director Jackie Traut requested County Board consideration of the recommendation by the Benefits Advisory Committee (BAC) and the Benefits Subcommittee of the Culture Team to add a Roth 457 (b) plan through Nationwide. On September 15, the Department of Treasury and IRS released final regulations on Provision 60, also referenced to as the Roth catch-up mandate. This regulation requires aged-based catch-up contributions be made if a participant's prior calendar year FICA wages earned with the employer sponsoring the plan exceed \$150,000. This provision is effective 01/01/2026 for 457(b) plans. Currently our MSRS 457(b) plan has a Roth option, but our Nationwide plan does not. If we do not add the Roth option to the Nationwide plan, participants who meet the criteria will no longer be able to make age-based catch-up contributions starting in 2026. Motion by Johnson and seconded by Benoit to approve the recommendation by the BAC and Benefits Subcommittee of the Culture Team to add a Roth 457(b) plan through Nationwide. Motion carried unanimously.

Next, Headley requested to conduct a Public Hearing on the 2026 Proposed Fee Schedule. The following fee schedule requests were made by Department Heads:

Auditor-Treasurer Christine Scherbing requested the following fee schedule changes:

- Replace BOTTLE CLUB with Display and Consumption; keep \$100 fee, remove (Licenses will not be pro-rated)
- Add more than two application completion attempts; \$25 administrative fee per attempt
- TOBACCO RETAIL LICENSE FEE, change from \$150 to \$200
- Add Transient Merchant; \$150 fee

- Add Property Tax Late Fee (applied December 1); \$10

Land Services Director Roxanne Achman made the following fee schedule requests for Planning & Zoning:

- Type I, II and add III Septic System Permit; change fee from \$200 to \$250
- Remove Type III Septic System Permit and \$250 fee
- Type IV Septic System Permit; change fee from \$350 plus to Contracted inspector hourly rate and add \$50 for County Staff time, but remove operating permit
- Type V Septic System Permit; change fee from \$350 plus to Contracted inspector hourly rate and add \$50 for County Staff time but remove operating permit
- Alternative Septic System Permit; change fee from \$250 to \$300
- SEPTIC SYSTEM PERMIT – TANK ONLY REPLACEMENT; change fee from \$100 to \$200
- HOLDING TANK; change fee from \$100 plus operating permit to \$150 plus operating permit
- Holding Tank Operating Permit; change fee from \$50 every three years to \$100 every three years
- OPERATING PERMIT-add Type IV and V Systems- no change in fee
- AGRICULTURAL/RECREATIONAL SPLIT change fee from \$75 plus recording fee to \$150 plus recording fee

Land Services - Assessor requests:

- Add Parcel Assessment Fee at \$10 per parcel
- Change ASSESSING FEES PER HOUR to Reassessment fee; \$50 and add per hour
- Short Calculation; change from \$10 per request to \$10 per parcel
- Complex Calculation; change from \$15 per request to \$15 per parcel
- Add Green Acre/Rural Preserve Calculation at \$15 per parcel
- FIELD CARDS-COPIES OR PHONE REQUESTS; \$5 and add per parcel
- CERTIFICATES OF REAL ESTATE VALUE; change from \$1 to \$5 per parcel
- Archival Search; change fee from \$10 per request – simple to \$15 per request – simple; and change \$15 per request – complex to \$30 per request – complex

Land Services – Recorder requests:

- Marriage License Regular Fee; change fee from \$115 to \$125
- Marriage License – Reduced Fee change from \$40 to \$50
- Add Judicial Security Fees:
  - Judicial Real Property Notice; \$75 per parcel (initial request only)
  - Judicial Authorization to Share Private Data; \$75 per request
  - Judicial Request to Release Private Data; \$75 per request
  - Judicial Consent to Terminate; \$75 per request

Human Services Director Sandi Shoberg requested the following Change:

- Personal Representative; change fee from \$52.88 per hour to \$55 per hour

Property Management Director Jeff Dingmann made the following change requests for the Parks:

- Lakeview Center Rental change fee from \$250 to \$450 for County residents; \$550 for non-residents;
- Weekend - change fee from \$450 to \$650 for County residents \$750 for non-residents
- Three-day weekend - change fee from \$600 to \$800 for County residents/\$900 for non-residents
- Change LAKEVIEW CENTER RENTAL – NON-PROFIT add ORGANIZATIONS and remove & GOVERNMENT AGENCIES
- Add Camping – Electric Site; 7 to 27 consecutive days; \$31.50 per night
- Add Camping – Electric Site; 28 consecutive days or more; \$25 per night



- Remove CAMPING FEES - WEEKLY at \$185 (2023); \$220 (2024)
- Remove CAMPING FEES – MONTHLY at \$600 (2023); \$700 (2024)
- CAMPING FEES -SEASON- (ALL DAYS – MEMORIAL WEEKEND – LABOR DAY WEEKEND; remove \$1,275 (2023); \$1,450 (2024); \$1,625 (2025); leave \$1,800 (2026); add \$2,000 (2027)
- Shelter rental (full day); \$100 add for County residents/ \$150 for non-residents
- Shelter rental – Non-Profit Organizations (full day); change fee from \$75 to 50% of regular rates, plus damage/cleaning deposit

Sheriff Troy Heck made the following fee change requests for the Sheriff's Office:

- Boarding – Out of County Inmates add (Applies to Law Enforcement Agencies and Individuals)
- Additional Urinalysis; change fee from \$25 for Test Cup to \$45 for Test Cup
- Sheriff Sale; change fee from \$60 to \$70

The Public Hearing on the proposed 2026 Fee Schedule opened at 12:20 PM. There was no one present in-person or virtually to share comments. The Public Hearing closed at 12:22 PM. There were no emails, letters or other communications to be read into the record. The Department has not received any comments or concerns from any State agencies, cities or townships on this agenda item. There was no official action required by an affected Township. Motion by Benoit and seconded by Gapinski to approve the 2026 Fee Schedule as presented effective January 1, 2026. Motion carried unanimously.

Next, Headley requested the County Board to consider the final 2026 Budget and Levy which reflects a 9.46% increase—slightly lower than the proposed 9.56% due to adjustments totaling \$25,000. Key changes included increased county contributions for single health coverage and HSA accounts, as well as costs from class and comp maintenance program appeals, totaling \$120,000. These were offset by using available cash from the debt service fund and reducing reliance on fund balance, resulting in the reduction from 9.56% to 9.46%. The summary of major factors in the proposed 2026 Budget and Levy include:

- The final 2026 levy increases 9.46%, or \$2,358,554 from 2025, to a total property tax levy of \$27,290,413
- With this change for 2026, the 10-year average levy change for Benton County is a 3.73% increase
- The County Assessor expects payable 2026 tax capacity to increase by 5%, which will help to partially offset the effect of the proposed levy increase on the County tax rate; the proposed levy results in a County tax rate of 47.69%, up from 45.61% in 2025 (down from a peak of 77.6% in 2014)
- Based on a median house value of \$267,500 (up 4.25% from payable 2025's median value of \$256,600), a homeowner's County property taxes would increase \$105.03 in 2026, or \$7.75 per month
- The proposed 2026 operating budget totals \$68,910,904, a decrease of \$975,854, or a 1.4% decrease from 2025; most of the decrease is due to a smaller 2026 road construction program
- The proposed levy increase is comprised of the following major elements:
 

▪ New debt service levy for Government Center Project	\$1,739,898
▪ General wage increase	756,142
▪ Step increases and other base wage adjustments	754,080
▪ Employee health insurance (increase single, VEBA/HSA Contributions	150,060
▪ Minnesota Paid Leave premiums	103,773
▪ Use reserve for debt retirement and levy reduction	(639,279)
▪ Increased State Aid for road maintenance	(324,784)
▪ All other revenue and expenditure changes (net)	<u>(181,336)</u>

Total Levy Change for 2026

\$2,358,554

- Explanation of major elements in the proposed budget and levy
  - During 2025 the County Board and its Housing and Redevelopment Authority authorized the issuance of \$22,085,000 in lease-revenue bonds to finance the construction of a new County Government Center; those bonds will mature over a 20-year period; interest payments begin in 2026, with principal payments starting in early 2027
  - The proposed budget provides funding for a county employee general wage increase, step increases (which average 3.2%) and career ladder promotions
  - The County's health insurance broker (Marsh McLennan) recommended a 3% funding increase in the County's self-insurance plan to cover expected increases in reinsurance; also, new collective bargaining agreements increase the County contribution to single coverage to 85% of the premium; those agreements also increase the family contribution to VEBA and HSA amounts to \$283 per month (from \$250)
  - Minnesota Paid Family and Medical Leave begins on January 1, 2026, with required premium contributions starting in April; the County has chosen to use the State plan with a 0.88% total premium contribution; the proposed budget assumed this contribution will be split equally between the County and employees
  - The County Board has chosen to use \$639,279 in reserves to pay the remaining debt service on 2021 bonds and to help reduce the levy increase
  - The proposed 2026 budget includes no new positions
- The County's General Revenue fund balance at the end of 2024 stood at 6.7 months of expenditure coverage, versus a goal standard of 5 months expenditure coverage; the Human Services fund balance equaled 6.1 months of expenditure coverage at December 2024; the proposed budget uses \$1,139,279 in fund balance: 1) \$500,000 to support the County's five-year capital improvement plan for major building maintenance and technology projects and 2) \$639,279 in reserves to fully fund the remaining 5 years owed on 2021 Tax Abatement bonds and to also help reduce the 2026 levy increase.

Motion by Gapinski and seconded by Heinen to adopt the Resolution setting the 2026 Benton County Property Tax Levy at \$27,290,413. Motion carried unanimously.

Next, motion by Heinen and seconded by Benoit to adopt the Resolution setting the 2026 Benton County Budget as presented. Motion carried unanimously.

Next, Headley requested County Board consideration of the Elected Officials Salaries for 2026. State Statutes require the County Board to annually set the salaries of the County's Elected Officials by Resolution. The Resolution establishes the 2026 salaries for the Auditor-Treasurer, County Attorney and Sheriff. The amounts set forth in the Resolution reflect County Board consensus from the December 3<sup>rd</sup> Committee of the Whole. The salaries of said elected Officials shall be as follows:

Auditor Treasurer	\$105,179
County Attorney	\$146,837
Sheriff	\$156,601

Motion by Benoit and seconded by Gapinski to approve the Resolution setting the 2026 salaries for the Auditor-Treasurer, County Attorney and Sheriff. Motion carried unanimously.

Next. Headley requested the County set the County Commissioner Salaries for 2026. Per MN Statute §375.055, County Boards establish the annual salaries paid to County Commissioners. Such salary shall be effective January 1, 2026. The amount set forth in the Resolution reflects County Board consensus from the December 3<sup>rd</sup> Committee of the Whole:

BENTON COUNTY BOARD OF COMMISSIONERS  
RESOLUTION 2025 - #\_\_\_\_\_

WHEREAS, Minnesota Statute §375.055 requires that the salary of the County Commissioners be set annually by Resolution of the County Board; and,

NOW, THEREFORE, BE IT RESOLVED by the Benton County Board of Commissioners that effective January 1, 2026, the salary of each member of the Benton County Board of Commissioners shall be \$33,211; and,

BE IT FINALLY RESOLVED that the County Administrator is directed to publish this Resolution in the official newspaper of the County and one other newspaper in the County, pursuant to MN Statutes §375.055, Subdivision 1.

APPROVED AND ADOPTED this 16<sup>th</sup> day of December, 2025.

\_\_\_\_\_  
/ss/Edward D. Popp  
Chair  
Benton County Board of Commissioners

ATTEST:

\_\_\_\_\_  
/ss/Montgomery Headley  
County Administrator

Motion by Gapinski and seconded by Johnson to approve the Resolution setting the 2026 County Board member salaries. Motion carried unanimously.

Next, Headley requested the County Board set the County Board Per Diem Rate for 2026. Per the consensus of the County Board at the December 3<sup>rd</sup> Committee of the Whole, the 2026 standard per diem rate will be maintained at \$70. As provided in the Resolution, when a meeting or meetings exceed 4 hours in one day, a Per Diem of \$100 shall be paid (but not in addition to the standard \$70 per diem). The Resolution adopting the 2026 Per Diem Rate reads as follows:

BENTON COUNTY BOARD OF COMMISSIONERS  
RESOLUTION 2025 #\_\_\_\_\_

WHEREAS, MN Statutes §375.055 and MN Statutes §375.06 allow the County Board to establish a schedule of per diem payments for County Commissioners for each day necessarily occupied in the discharge of their duties while acting on any committee under the direction of the Board; and,



WHEREAS, said statutes also permit County Board members to be reimbursed for necessary expenses, including traveling expenses, while performing the official duties of County Commissioner, as set by Resolution of the County Board; and,

WHEREAS, MN Statutes §375.055, Subdivision 5 provides that County Board members may participate in any group health insurance program instituted by the County Board for County officers and employees.

NOW, THEREFORE, BE IT RESOLVED by the Benton County Board of Commissioners that:

1. In addition to annual salaries, County Commissioners may receive a per diem payment for attending meetings of commissions, committees and boards when such attendance is designated by the County Board. Pursuant to MN Statutes §375.055, Subdivision 5, members of the County Board shall not receive a per diem for services on the Board of Auditors, the Board of Equalization, or the Canvassing Board. As a matter of County Board policy, per diems shall not be paid for regular and special meetings of the County Board. Per diems for 2026 shall be as follows:
  - a. For site inspections as part of the duties of a specific board, committee or commission: \$10 per site, not to exceed five sites.
  - b. All other boards, committees, commissions, when the individual commissioner or the full board is designated by the County Board to serve on said body: a standard per diem of \$70 shall be paid. When a meeting exceeds four hours or when the total of all eligible meetings attended that same day exceeds 4 hours, a per diem of \$100 shall be paid.
2. County Commissioners may collect only one per diem each day, regardless of how few or many separate duties connected with the office are performed in such day.
3. In addition, pursuant to MN Statutes §375.055 and §375.06, each County Commissioner may be reimbursed for necessary expenses incurred in performing the duties of office. Travel in personal vehicles on official County business shall be reimbursed at the current standard mileage rate promulgated by the Internal Revenue Service or at another rate as determined by the County Board. Meals shall be reimbursed according to the dollars amounts set forth in the Benton County Personnel Policies.
4. County Commissioners shall be eligible to participate in workers compensation and optional benefits programs instituted by the County Board for county officials and employees. The employer-funded portion of health insurance premiums for County Commissioners shall be the same amounts as provided non-union employees.
5. The County Administrator is directed to publish this Resolution in the official newspaper of the County and one other newspaper in the County, pursuant to MN Statutes §375.055, Subdivision 1.

APPROVED AND ADOPTED this 16<sup>th</sup> day of December 2025.



\_\_\_\_\_  
/ss/Edward D. Popp  
Chair  
Benton County Board of Commissioners  
ATTEST:

\_\_\_\_\_  
/ss/Montgomery Headley  
County Administrator

Motion by Heinen and seconded by Johnson to approve the Resolution setting the County Board per diem rate for 2025. Motion carried unanimously.

Next, Gapinski requested County Board consideration for supporting a resolution for Clay County's proposed 40-bed non-secure juvenile facility. A significant statewide shortage of juvenile beds was noted, which has resulted in youth being placed out of state and emphasized that this project would help address that need. The resolution simply expresses support and urges the state to provide funding to move the project forward, based on a well-received presentation previously given to the public safety committee. Motion by Heinen and seconded by Gapinski to adopt the Resolution for the request for State Funding for development of a 40-bed non-secure Juvenile Facility. Motion carried unanimously.

Next, Headley requested County Board consideration to support a request from Sherburne County to adopt a Resolution urging repeal of Minnesota's Moratorium on Nuclear Energy Production. The request was prompted by concerns over tax base replacement following changes at the Sherco Power Plant and interest in alternative energy development. The resolution had strong support from the Environment and Natural Resources Committee, with minimal opposition. Motion by Johnson and seconded by Benoit to adopt the Resolution urging repeal of Minnesota's Moratorium on Nuclear Energy Production. Motion carried unanimously.

Next, Board members reported on recent meetings they attended on behalf of Benton County.

There were no additional comments by Commissioners.

Johnson/Heinen to set the Committee of the Whole Meetings: Friday, December 18, 2025, Ribbon Cutting Ceremony for the Grand Opening of Odam Medical, 700 Penn St, Foley, MN 56329, 12:00 PM; Minnesota Inter-County Association (MICA) Annual Legislative Forum, Pebble Creek Golf Club, 14000 Club House Ln, Becker, MN 55308, 11:00 AM. Motion carried unanimously.

Chair Popp adjourned the Regular Board Meeting at 12:53 PM.

ATTEST:

\_\_\_\_\_  
Board Chair  
Benton County Board of Commissioners

\_\_\_\_\_  
Montgomery Headley  
Benton County Administrator

COMMITTEE OF THE WHOLE  
WEDNESDAY, DECEMBER 3, 2025  
BENTON COUNTY BOARDROOM, FOLEY, MN

Present: Commissioners Scott Johnson, Steve Heinen, Pam Benoit, Jared Gapinski, and Ed Popp. Also present was Montgomery Headley, Beth Stay, Roxanne Achman, Christine Scherbing, Sandi Shoberg, Jeff Dingmann, and Chris Byrd.

Chair Popp called the meeting to order at 8:30 AM.

Recommendations for an Interim County Engineer:

With the future departure of County Engineer Chris Byrd, the County Board discussed statutory requirements for a county-appointed engineer and the lack of viable interim options due to State Aid restrictions. Several alternatives were explored, including consultants and utilizing county engineers from neighboring counties, but most were ruled out; the leading path forward is to pursue a short-term interim arrangement using a retired Morrison County Engineer (Steve Backowski) for signatory oversight, paired with Stonebrooke Engineering to handle the day-to-day work, while recruiting for a permanent County Engineer. The consensus was to proceed with this interim solution for approximately 3-5 months, continue aggressive recruitment (including reviewing salary competitiveness), and retain consultant support as needed to keep projects moving and to meet State Aid and federal requirements.

Proposed 2026 Fee Schedule Revisions:

The following fee schedule requests were made by Department Heads for 2026:

Auditor-Treasurer Christine Scherbing requested the following fee schedule changes:

- Replace BOTTLE CLUB with Display and Consumption; keep \$100 fee, remove (Licenses will not be pro-rated)
- Add More than two application completion attempts; \$25 administrative fee per attempt
- Increase the Tobacco Retail License Fee from \$150 to \$200
- Add Transient Merchant; \$150 fee

Land Services Director Roxanne Achman made the following fee schedule requests for Planning & Zoning:

- Type I, II and add III Septic System Permit; change fee from \$200 to \$250
- Remove Type III Septic System Permit and \$250 fee
- Type IV Septic System Permit; change fee from \$350 plus to Contracted inspector hourly rate and add \$50 for County Staff time, but remove operating permit
- Type V Septic System Permit; change fee from \$350 plus to Contracted inspector hourly rate and add \$50 for County Staff time but remove operating permit
- Alternative Septic System Permit; change fee from \$250 to \$300
- SEPTIC SYSTEM PERMIT – TANK ONLY REPLACEMENT; change fee from \$100 to \$200
- HOLDING TANK; change fee from \$100 plus operating permit to \$150 plus operating permit
- Holding Tank Operating Permit; change fee from \$50 every three years to \$100 every three years
- OPERATING PERMIT-add Type IV and V Systems- no change in fee

- AGRICULTURAL/RECREATIONAL SPLIT change fee from \$75 plus recording fee to \$150 plus recording fee

Land Services - Assessor requests:

- Add Parcel Assessment Fee at \$10 per parcel
- Change ASSESSING FEES PER HOUR to Reassessment fee; \$50 and add per hour
- Short Calculation; change from \$10 per request to \$10 per parcel
- Complex Calculation; change from \$15 per request to \$15 per parcel
- Add Green Acre/Rural Preserve Calculation at \$15 per parcel
- FIELD CARDS-COPIES OR PHONE REQUESTS; \$5 and add per parcel
- CERTIFICATES OF REAL ESTATE VALUE; change from \$1 to \$5 per parcel
- Archival Search; change fee from \$10 per request – simple to \$15 per request – simple; and change \$15 per request – complex to \$30 per request – complex

Land Services – Recorder requests:

- Marriage License Regular Fee; change fee from \$115 to \$125
- Marriage License – Reduced Fee change from \$40 to \$50
- Add Judicial Security Fees:
  - Judicial Real Property Notice; \$75 per parcel (initial request only)
  - Judicial Authorization to Share Private Data; \$75 per request
  - Judicial Request to Release Private Data; \$75 per request
  - Judicial Consent to Terminate; \$75 per request

Human Services Director Sandi Shoberg requested the following Change:

- Personal Representative; change fee from \$52.88 per hour to \$55 per hour

Property Management Director Jeff Dingmann made the following change requests for the Parks:

- Lakeview Center Rental change fee from \$250 to \$450 for County residents; \$550 for non-residents;
- Weekend change fee from \$450 to \$650 for County residents \$750 for non-residents
- Three-day weekend change fee from \$600 to \$800 for County residents/\$900 for non-residents
- Change LAKEVIEW CENTER RENTAL – NON-PROFIT add ORGANIZATIONS and remove & GOVERNMENT AGENCIES
- Add Camping – Electric Site; 7 to 27 consecutive days; \$31.50 per night
- Add Camping – Electric Site; 28 consecutive days or more; \$25 per night
- Remove CAMPING FEES - WEEKLY at \$185 (2023); \$220 (2024)
- Remove CAMPING FEES – MONTHLY at \$600 (2023); \$700 (2024)
- CAMPING FEES -SEASON- (ALL DAYS – MEMORIAL WEEKEND – LABOR DAY WEEKEND; remove \$1,275 (2023); \$1,450 (2024); \$1,625 (2025); leave \$1,800 (2026); add \$2,000 (2027)
- Shelter rental (full day); \$100 add for County residents/ \$150 for non-residents
- Shelter rental – Non-Profit Organizations (full day); change fee from \$75 to 50% of regular rates, plus damage/cleaning deposit



Sheriff Troy Heck made the following fee change requests for the Sheriff's Office:

- Boarding – Out of County Inmates add (Applies to Law Enforcement Agencies and Individuals)
- Additional Urinalysis; change fee from \$25 for Test Cup to \$45 for Test Cup
- Sheriff Sale; change fee from \$60 to \$70

There was a consensus of the County Board to adopt the proposed fee schedule changes at the December 16, 2025 Regular Board Meeting; to go into effect January 1, 2026.

Final 2026 Budget and Levy Review:

Headley proceeded to review the proposed 2026 budget and levy, which reflects a 9.56% levy increase. Key changes since the adoption of the budget and levy on September 23, 2025 included increased county contributions for single health coverage and HSA accounts, as well as costs from class and comp maintenance program appeals, totaling \$120,000. The summary of major factors in the proposed 2026 Budget and Levy include:

- ☐ The proposed 2026 levy increases 9.56%, or \$2,383,800 from 2025, to a total property tax levy of \$27,315,659
- ☐ With this proposed change for 2026, the 10-year average levy change for Benton County is a 3.74% increase
- ☐ The County Assessor expects payable 2026 tax capacity to increase by 4.1%, which will help to partially offset the effect of the proposed levy increase on the County tax rate; the proposed levy results in a County tax rate of 48.15%, up from 45.61% in 2025 (down from a peak of 77.6% in 2014)
- ☐ Based on a median house value of \$267,500 (up 4.25% from payable 2025's median value of \$256,600), a homeowner's County property taxes would increase \$116.29 in 2026, or \$9.69 per month
- ☐ The proposed 2026 operating budget totals \$68,796,871, a decrease of \$1,089,887, or a 1.6% decrease from 2025; most of the decrease is due to a smaller 2026 road construction program
- ☐ The proposed levy increase is comprised of the following major elements:

▪ New debt service levy for Government Center project	\$1,739,898
▪ General wage increase	755,402
▪ Step increases and other base wage adjustments	729,309
▪ 3% health insurance funding increase	105,309
▪ Minnesota Paid Family and Medical Leave premiums	103,676
▪ Use fund balance for levy reduction	(500,000)
▪ Increased State Aid for road maintenance	(324,784)
▪ All other revenue and expenditure changes (net)	<u>(225,007)</u>
Total Levy Change for 2026	\$2,383,800
- ☐ Explanation of major elements in the proposed budget and levy
  - During 2025 the County Board and its Housing and Redevelopment Authority authorized the issuance of \$22,085,000 in lease-revenue bonds to finance the construction of a new County Government Center; those bonds will mature over a 20-year period; interest payments beginning in 2026, with principal payments starting in early 2027
  - The proposed budget provides funding for a county employee general wage increase, step increases (which average 3.2%) and career ladder promotions
  - The County's health insurance broker (Marsh McLennan) recommends a 3% funding increase in the County's self-insurance plan to cover expected increases in reinsurance

- Minnesota Paid Family and Medical Leave begins on January 1, 2026, with required premium contributions starting in April; the County has chosen to use the State plan with a 0.88% total premium contribution; the proposed budget assumed this contribution will be split equally between the County and employees
  - The County Board has chosen to use \$500,000 in reserves to help lower the proposed 2026 levy increase
  - The proposed 2026 budget includes no new positions
- ❑ The County's general Revenue fund balance at the end of 2024 stood at 6.7 months of expenditure coverage, versus a goal of 5 months expenditure coverage; the Human Services fund balance equaled 6.1 months of expenditure coverage at December 2024; the proposed budget uses \$1,000,000 in fund balance: 1) \$500,000 to support the County's five-year capital improvement plan for major building maintenance and technology projects and 2) \$500,000 in reserves to help reduce the 2026 levy increase. With these planned drawdowns of reserves, the County will remain at or above its fund balance standard (5 months of expenditure coverage).

Due to increased county contributions for single health coverage and HSA accounts, as well as costs from class and comp maintenance program appeals, totaling \$120,000, a consensus was reached to offset the changes by using available cash from the debt service fund and reducing reliance on fund balance, resulting in a net levy increase of 9.46%. There was a consensus of the County Board to adopt the Final 2026 Budget and Levy at the Tuesday, December 16, 2025 Regular Board Meeting.

#### Minimum 2027 Salaries for Elected Officials:

Headley shared that various sections of State law require the County Board to set a minimum salary for Elected Officials of the County at the first Board Meeting in January of a year in which filing for those offices occurs. An example statute is MN Statutes §384.151 (for County Auditor). The filing period for terms beginning in January 2027 starts on May 19, 2026. This action sets a minimum salary for 2027. Final, actual salaries for Elected Officials will be determined in December 2026. Headley requests County Board discussion and consensus on the minimum 2026 salaries for the Sheriff, County Attorney and Auditor-Treasurer. There was a consensus of the County Board to set a 2026 minimum for the Auditor-Treasurer of \$98,613. There was a consensus of the County Board to set a 2026 minimum for the Sheriff of \$119,870. There was also a consensus of the County Board to set a minimum for the County Attorney of \$132,163.

#### 2026 Elected Official Salaries:

Next, Headley stated that State Statute requires that the County Board must set the salaries of all Elected Officials each year and began with the Elected Official's salary requests. Headley also provided an Elected Official salary survey of surrounding counties, and counties of similar size. Auditor-Treasurer Christine Scherbing requested an 8% increase (to be closer to the average of other comparable County Auditor-Treasurers); County Attorney Kathleen Reuter requested a 15.9% increase (to be closer to the average of other comparable County Attorneys); and Sheriff Troy Heck requested a 6% increase (to also be closer to the average of other comparable County Sheriffs). There was a consensus of the County Board to set the Elected Official's salary increase at:

Auditor-Treasurer (5%)	\$105,179 (\$5,009.00 increase from 2025)
County Attorney (3%)	\$146,837 (\$4,277.00 increase from 2025)
Sheriff (4%)	\$156,601 (\$6,023.00 increase from 2025)

Next, the County Board discussed the Commissioner's salary for 2026. There was a consensus of the County Board to not increase the Commissioner's salary for 2026, and it will remain at \$33,211 annually (no increase in 2026).

Next, Headley asked the County Board to set the Per Diem rate for 2025. There was a consensus to keep the standard Per Diem rate at \$70 for 2026, and to add when a meeting or meetings exceed 4 hours in one day, a per diem of \$100 shall be paid (but not in addition to the standard per diem).

Boards and Commissions Appointments:

County Board Members discussed all the Boards and Commissions and made appointments to each. All of the County Board Commissions and Appointments will be adopted at the Tuesday, December 16, 2025 Regular Board Meeting.

The Committee of the Whole Meeting was adjourned at 12:28 PM.

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Board Chair  
Benton County Board of Commissioners

ATTEST:

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Montgomery Headley  
Benton County Administrator

COMMITTEE OF THE WHOLE  
TUESDAY, DECEMBER 16, 2025  
BENTON COUNTY BOARDROOM, FOLEY, MN

Present: Commissioners Scott Johnson, Steve Heinen, Pam Benoit, Jared Gapinski, and Ed Popp. Also present was Chris Byrd, Montgomery Headley, and Beth Stay.

Chair Popp called the meeting to order at 8:07 AM.

Discuss Interim County Engineer Options:

With the future departure of County Engineer Chris Byrd, the County Board discussed statutory requirements for a county-appointed engineer and the lack of viable interim options due to State Aid restrictions. Byrd reported that State Aid advised that the county engineer position may remain vacant temporarily while recruitment continues, with several candidates interested and flexibility supported for a short-term gap of a few months. In the interim, the County Board discussed using short-term or part-time engineering help—potentially Steve Backowski and John Brunkhorst from Stonebrooke Engineering—to review and sign plans so projects can stay on schedule, including federal bridge projects and bids targeted for spring/early summer. The board emphasized flexibility, budget control, and possibly holding a special meeting before January 6 to formalize appointments.

The Committee of the Whole Meeting was adjourned at 8:39 AM.

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Board Chair  
Benton County Board of Commissioners

ATTEST:

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Montgomery Headley  
Benton County Administrator



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COMMITTEE OF THE WHOLE  
TUESDAY, DECEMBER 16, 2025  
BENTON COUNTY BOARDROOM, FOLEY, MN

Present: Commissioners Scott Johnson, Steve Heinen, Pam Benoit, Jared Gapinski, and Ed Popp. Also present was Montgomery Headley, Jeff Dingmann, Beth Stay, and Evan Larson of GLT Architects.

Chair Popp called the meeting to order at 1:22 PM.

Furniture, Fixtures and Equipment Vendor Screening:

Evan Larson of GLT Architects explained the RFQ process used to select a furniture supplier who would collaborate on final furniture design, supply the furniture, and handle delivery and installation for the project. While furniture layouts were shown in earlier plans, the RFQ allows the selected vendor to work with staff to finalize specific furniture selections, materials, pricing, and budget. Proposals were reviewed by staff and narrowed to two finalists for County Board consideration, with costs broken into three main components: design services, furniture (using state contract and volume discount pricing), and delivery/installation coordination with the Construction Manager. Representatives from Continua and Fluid Interiors presented their proposals to the County Board for furniture, fixtures, and equipment for the new Government Center project, outlining design services, furniture selections, and delivery and installation. After the presentation, there was a general consensus to select Continua as the vendor for furniture, fixtures and equipment for the new Government Center project.

The Committee of the Whole Meeting was adjourned at 3:42 PM.

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Board Chair  
Benton County Board of Commissioners

ATTEST:

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Montgomery Headley  
Benton County Administrator



# BENTON COUNTY BOARD OF COMMISSIONERS

## AGENDA ITEM REQUEST



MEETING DATE January 6, 2026

☐ REGULAR AGENDA

☒ CONSENT AGENDA

REQUESTING DEPARTMENT County Administrator

### TITLE OF REQUESTED ITEM AS IT WILL APPEAR ON BOARD AGENDA

Designate the official newspaper for Benton County for 2026

### BACKGROUND INFORMATION

We have received a bid from Star Publications to publish official County notices in the Benton County Herald (see attached). As of December 2025, the Benton County News and Sauk Rapids Herald merged into one newspaper, the Benton County Herald. Previously, the County received a 30% discount for publishing in both newspapers. With the consolidation into one newspaper, Star Publications estimates the County's publication costs will decline 20% in 2026 (compared to 2025).

Examples of notices published include County Board minutes, notices of public hearings, the delinquent tax listing, annual financial statements, the summary budget statement and County ordinances.

### ACTION REQUESTED

A motion to designate the Benton County Herald as the official newspaper of Benton County for 2026

### FISCAL IMPACT

ESTIMATED COST (\$) \_\_\_\_\_

SOURCE OF FUNDS \_\_\_\_\_

NEW / ADDITIONAL REVENUE (\$) \_\_\_\_\_

COST BUDGETED IN CURRENT YEAR? ☐ YES ☐ NO

### SUBMITTED/APPROVED

SUBMITTER/SUPERVISOR SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

DEPARTMENT HEAD SIGNATURE Montgomery Leady DATE 12/24/25

COUNTY ATTORNEY SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

☐ STATE GRANT CONTRACT/AGREEMENT NOT REVIEWED BY COUNTY ATTORNEY (GRANT RENEWAL WITH NO CHANGES IN TERMS AND CONDITIONS).

DURATION \_\_\_\_\_ PREFERRED PLACEMENT ON AGENDA Consent



Benton County Herald  
Country Acres - Dairy Star  
Sauk Centre Herald  
Star Post - Star Shopper

522 Sinclair Lewis Ave - Sauk Centre, MN 56378  
320-352-6577 \* Fax 320-352-5647

December 19, 2025

Benton County

Dear Commissioners,

Thank you for choosing the Benton County News and Sauk Rapids Herald as your official newspapers for 2025.

In 2025 we ran the ads and legals in both publications and you received a 30% discount for running in both publications through November 30, 2025. As of December 1, 2025 we merged the two papers into the Benton County Herald to better serve the entirety of Benton County.

The legal and ad rate will be \$10.84 per column inch for 2026,

Please note that these numbers have been run based on the ads and legal notices that were run in 202 through December 6, 2025.

Please feel free to contact me on my cell phone at 320-250-0862 if you have any questions.

Thank you,

A handwritten signature in cursive script, appearing to read "Joyce Frericks".

Joyce Frericks  
Business Manager

# Benton County HERALD

2 2<sup>nd</sup> Ave S, Suite 135, Sauk Rapids, MN 56379  
320-251-1971

Board of County Commissioners of Benton County, State of Minnesota  
Bid for printing of legal publications

Dear County Board,

The Benton County Herald, a weekly newspaper printed and published at a known office of publication in the City of Sauk Rapids, County of Benton, State of Minnesota, having complied with the requirements of law necessary to the establishment of a legal newspaper, do hereby offer to print and publish in the Benton County Herald, the official financial Statement of Benton County, list of real estate taxes remaining delinquent, and all other notices and publications required by law in accordance with provisions of the Minnesota legal statutes, to be published by Benton County during the year 2025 and in accordance with the copy furnished by the proper county officials, at the following legal rates.

Rate for legal publications:

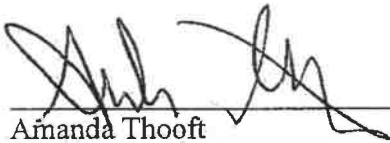
\*All legal publications - \$10.84 per column inch printed in the Benton County Herald.

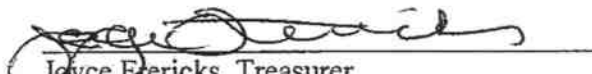
# Benton County HERALD

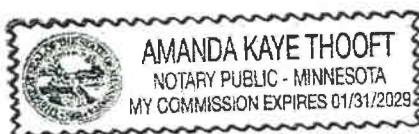
2 2<sup>nd</sup> Ave S, Suite 135, Sauk Rapids, MN 56379  
320-251-1971

Joyce Frericks, being duly sworn on oath, states: That she is a co-owner of Star Publications, LLC, dba Benton County Herald, and has full knowledge of the facts herein stated: for more than one year said newspaper has been printed and published in the City of Sauk Rapids, County of Benton, State of Minnesota on Saturdays of each week; that during all of said time, said newspaper has been printed in the English language from its known source of publication within the City of Sauk Rapids, from which it purports to be issued as above stated in column and sheet form equivalent in space to at least four pages with six columns to a page; each 15 inches; has been issued on Saturday of each week from a known office of publication established in said place of publication, and is devoted to local news of interest of the community and area it purports to serve; that it has not wholly duplicated any other publication, and has not entirely been made up of patents, plate matter and advertising; that it has been circulated in and near said office of publication to the extent of at least five hundred copies regularly delivered to local residents without charge.

Subscribed and sworn to before me  
this 19th day of December, 2025

  
Amanda Thoof

  
Joyce Frericks, Treasurer  
Star Publications, LLC  
Dba Sauk Rapids Herald  
Sauk Rapids, MN 56379





# BENTON COUNTY BOARD OF COMMISSIONERS

## AGENDA ITEM REQUEST



MEETING DATE January 6, 2026

☐ REGULAR AGENDA

☒ CONSENT AGENDA

REQUESTING DEPARTMENT County Administrator

### TITLE OF REQUESTED ITEM AS IT WILL APPEAR ON BOARD AGENDA

Set the Minimum Salaries for the County Attorney, Sheriff and Auditor-Treasurer for Terms of Office Beginning in 2027

### BACKGROUND INFORMATION

The applicable state statutes for the offices of County Attorney, Sheriff and Auditor-Treasurer require County Boards to set the minimum salaries paid to each County Officer for new terms of office. Such action must occur in the January before the filing period begins for each office. In the absence of setting a minimum salary, the County Board must approve a new 2027 salary for no less than the current 2026 salary, even though a new person may take office in 2027. Actual, final salaries for 2027 will be set by the County Board in December 2026.

The attached Resolution reflects the County Board's previous consensus on this topic. The County Attorney corresponds to Step 1 of Grade 24 (compares to County Administrator); Sheriff corresponds to Step 1 of Grade 22 (compares to Human Services Director); and Auditor-Treasurer corresponds to Step 1 of Grade 18 (compares to Land Services Director). These associations with pay grades for appointed department heads have not been formalized in County Board policy and should instead be seen as guidelines for establishing elected official minimum salaries.

### ACTION REQUESTED

Adopt a Resolution setting forth the minimum salaries for the County Attorney, Sheriff and Auditor Treasurer for terms of office beginning the first Monday in January 2027

### FISCAL IMPACT

ESTIMATED COST (\$) \_\_\_\_\_

SOURCE OF FUNDS \_\_\_\_\_

NEW / ADDITIONAL REVENUE (\$) \_\_\_\_\_

COST BUDGETED IN CURRENT YEAR? ☐ YES ☐ NO

### SUBMITTED/APPROVED

SUBMITTER/SUPERVISOR SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

DEPARTMENT HEAD SIGNATURE \_\_\_\_\_

DATE 12/24/25

COUNTY ATTORNEY SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

☐ STATE GRANT CONTRACT/AGREEMENT NOT REVIEWED BY COUNTY ATTORNEY (GRANT RENEWAL WITH NO CHANGES IN TERMS AND CONDITIONS).

DURATION \_\_\_\_\_

PREFERRED PLACEMENT ON AGENDA Consent

BENTON COUNTY BOARD OF COMMISSIONERS

RESOLUTION 2026 - # \_\_\_\_\_

“A Resolution Establishing Minimum Salaries for Elected Officials  
Taking Office in January 2027”

WHEREAS, at the January meeting prior to the first date on which applicants may file for the offices of County Attorney, Sheriff and Auditor-Treasurer the County Board shall set by Resolution the minimum salary to be paid each said County Officer for the term next following; and

WHEREAS, the filing period for the offices of County Attorney, Sheriff and Auditor Treasurer begins in May 2026 for new terms of office starting the first Monday in January 2027.

NOW, THEREFORE, BE IT RESOLVED by the Benton County Board of Commissioners that the minimum salaries for terms of office beginning Monday January 4, 2027 shall be as follows:

County Attorney	\$132,163
County Sheriff	\$119,870
County Auditor-Treasurer	\$98,613

APPROVED AND ADOPTED this 6<sup>th</sup> day of January, 2026.

\_\_\_\_\_  
Chair

Benton County Board of Commissioners

ATTEST:

\_\_\_\_\_  
Montgomery Headley  
County Administrator

# BENTON COUNTY BOARD OF COMMISSIONERS

## AGENDA ITEM REQUEST



MEETING DATE January 6, 2026

☐ REGULAR AGENDA

☒ CONSENT AGENDA

REQUESTING DEPARTMENT County Administrator

### TITLE OF REQUESTED ITEM AS IT WILL APPEAR ON BOARD AGENDA

Contract for Outside Labor Attorney Services

### BACKGROUND INFORMATION

The County has contracted with the Madden, Galanter and Hansen law firm since 2016 for outside labor attorney services. Services provided include participation in labor negotiations, advising the County Board on labor negotiations strategy, representation in grievance or interest arbitration and general legal advice on labor law issues for County staff.

The attached agreement reflects an increase of \$10 per hour.

### ACTION REQUESTED

A motion to approve an agreement with the Madden, Galanter and Hansen law firm for outside labor attorney services through December 31, 2025

### FISCAL IMPACT

ESTIMATED COST (\$) Will vary based on # of hours needed

SOURCE OF FUNDS Gen Govt outside attorney budget

NEW / ADDITIONAL REVENUE (\$) \$0

COST BUDGETED IN CURRENT YEAR? ☒ YES ☐ NO

### SUBMITTED/APPROVED

SUBMITTER/SUPERVISOR SIGNATURE

DATE

DEPARTMENT HEAD SIGNATURE

DATE 12/24/25

COUNTY ATTORNEY SIGNATURE

DATE

☐ STATE GRANT CONTRACT/AGREEMENT NOT REVIEWED BY COUNTY ATTORNEY (GRANT RENEWAL WITH NO CHANGES IN TERMS AND CONDITIONS).

DURATION

PREFERRED PLACEMENT ON AGENDA Consent

## CONSULTING SERVICES CONTRACT

This Agreement, by and between Benton County, hereinafter referred to as "County" and Madden Galanter Hansen, PLLC, Attorneys at Law, Suite 290, 7760 France Avenue South, Suite 290, Bloomington, Minnesota 55435-5834, hereinafter referred to as "Consultant."

### RECITALS

**WHEREAS**, the County is required under the Minnesota Public Employment Labor Relations Act (PELRA) to undertake the negotiations of contracts with employees represented by exclusive representatives (unions); and

**WHEREAS**, the County has determined that retaining a consultant to assist in its negotiations with the unions best fulfills its obligations with respect to labor negotiations.

**NOW, THEREFORE**, in consideration of the mutual undertakings and agreements contained within the Contract, the County and the Consultant agree as follows:

#### **A. Scope of Services**

1. Representation, with the labor negotiating team, in labor negotiations as chief management negotiator including:
  - a. Analysis of existing contract language and administration problems;
  - b. Preparation of management negotiations strategy;
  - c. Management spokesperson for "at the table" labor negotiations;
  - d. Preparation of management proposals and timely drafting of final labor bargaining agreement and finalization;
  - e. Pre-labor negotiation briefings, settlement summaries and appropriate status reports for the County Board information and action as necessary or as requested.
2. Management representation in grievance matters and counseling with management staff in initial grievance steps. Handling of grievance arbitrations.
3. Representation of the County in unit determination hearings.
4. Labor relations advice and personnel matters and data practices issues with the County on an ongoing basis.



**B. Consideration and Terms of Payment**

1. Consideration for all services performed shall be as follows:

Providing labor negotiation services, travel and other labor relation services, other than arbitration, administrative hearing and litigation representation, billed in tenths of an hour at the rate of \$235.00 per hour. Arbitration and administrative hearing representation, if requested by the County, shall be at the rate of \$245.00 per hour. Litigation representation, if requested by the County, shall be at a rate of \$255.00. These rates are in effect through December 31, 2026.

2. Consultant will also be reimbursed for expenses, including mileage consistent with the amount set forth by the IRS per mile, photocopying charges at \$.15 per page, charges for facsimile transmissions at the rate of \$.50 per page, and reimbursement of long distance telephone charges.
3. The Consultant will submit invoices on a periodic basis to the County for payment for services performed. Payment shall be made within thirty days after receipt of invoices for services performed.

**C. Changes**

The County and Consultant may, from time to time, require changes in the terms of this Contract. Any such changes that are mutually agreed to by the parties shall be incorporated as written amendments to this Agreement and attached hereto.

**D. Duration**

The terms of this Agreement shall be applicable for a period commencing January 1, 2026, through December 31, 2026. The contract may also be terminated by either party after giving thirty days written notice.

**E. Independent Contractor**

It is agreed by the parties that at all times and for all purposes hereunder, that the Consultant is an independent contractor and not an employee of the County.

**F. Insurance**

The Consultant agrees it will defend, indemnify and hold harmless the County, its officers and employees against any and all liability, loss, costs, damages and expenses which the County, its officers or employees may hereafter sustain, incur, or be required to pay arising out of the negligent or willful acts of omission of Consultant and out of Consultant's performance or failure to adequately perform its obligations pursuant to this Agreement.

The Consultant further agrees, in order to protect itself and the County under the indemnity provisions set forth above, the Consultant will maintain at all times general, professional, and auto liability policies on an occurrence basis. All such policies shall provide limits not less than the tort liability limitations set forth in Minnesota Statutes Section 466.04. If applicable, the Consultant also agrees to maintain Workers Compensation insurance in the statutory amounts. Certificates of insurance showing the coverage listed here shall be during the term of this contract, have and keep in force liability insurance coverage provided to the County prior to the effective date of this contract. All policies shall provide that they shall not be canceled, materially changes, or not renewed without thirty days prior notice thereof to the County. This provision shall act as a condition subsequent; failure to abide by this provision shall be deemed as a substantial breach of contract.

G. **Data Practices**

The County shall disclose private and/or confidential data to Consultant as necessary for purposes of legal advice and consultation. Consultant agrees to abide by the applicable provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, pertaining to privacy or confidentiality. Consultant understands that all of the data created, collected, received, stored, used, maintained or disseminated by the Consultant in performing those functions that the County would perform as a government entity, is subject to the requirements of Chapter 13 and the Consultant must comply with those requirements as if it were a government entity. This does not create a duty on the part of the Consultant to provide the public with access to public data if the public data is available from the County, except as required by the terms of this Agreement.

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

Benton County

Dated: \_\_\_\_\_

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

Madden Galanter Hansen, PLLC



Dated: 12/18/2025

By: \_\_\_\_\_  
Susan K. Hansen  
Its Partner

# BENTON COUNTY BOARD OF COMMISSIONERS

## AGENDA ITEM REQUEST



MEETING DATE January 6, 2026

☐ REGULAR AGENDA

☒ CONSENT AGENDA

REQUESTING DEPARTMENT Auditor-Treasurer

### TITLE OF REQUESTED ITEM AS IT WILL APPEAR ON BOARD AGENDA

Application for 2025 Local Option Disaster Credit and 2026 Local Option Abatement for Parcel 09.01086.00

Bradley Hiivala submitted an application for a Local Option Disaster Abatement and Credit for Parcel 09.01086.00. The house burned down on June 29, 2025.

Minnesota Statute 273.1233 states that "a county board may grant an abatement of net tax for homestead and non-homestead property if the owner submits a written application to the county assessor as soon as practical after the damage has occurred, the owner submits a written application to the county board as soon as practical after the damage has occurred, and the county assessor determines that 50 percent or more of a homestead's dwelling or other building has been unintentionally or accidentally destroyed, or destroyed by arson or vandalism by someone other than the owner." The property classification at the time of the fire was residential homestead.

**Calculation of the Local Option Disaster Abatement:** See attached.

**Local Option Disaster Credit:** To be calculated in March 2026 after 2026 Property Tax Rates have been calculated.

### ACTION REQUESTED

Approve the application for the 2025 Local Option Disaster Abatement and 2026 Local Option Disaster Credit for Parcel 09.01086.00

### FISCAL IMPACT

ESTIMATED COST (\$) Local Option Disaster Abatement \$1,241.00  
Local Option Disaster Credit-TBD in March 2026

SOURCE OF FUNDS \_\_\_\_\_

NEW / ADDITIONAL REVENUE (\$) \_\_\_\_\_

COST BUDGETED IN CURRENT YEAR? ☐ YES ☐ NO

### SUBMITTED/APPROVED

SUBMITTER/SUPERVISOR SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

DEPARTMENT HEAD SIGNATURE \_\_\_\_\_

DATE 12-28-25

COUNTY ATTORNEY SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

☐ STATE GRANT CONTRACT/AGREEMENT NOT REVIEWED BY COUNTY ATTORNEY (GRANT RENEWAL WITH NO CHANGES IN TERMS AND CONDITIONS).

DURATION \_\_\_\_\_

PREFERRED PLACEMENT ON AGENDA \_\_\_\_\_

**CALCULATION OF 2025 LOCAL OPTION DISASTER ABATEMENT-09.01086.00:**

**Net Tax Payable (Pre Damage):** \$3,058.00

**Net Tax Payable (Post Damage):**

Net Tax Capacity = \$73,000 X 1% Class Rate = \$730.00 X 78.987% Tax Rate = \$576.61 rounded to \$576.00

**Reduction:** \$3,058.00 - \$576.00 = \$2,482.00 X (6 months unusable/12 months) = **\$1,241.00**

- House unusable from July 2025 through December 2025 (6 months)



09.01086.00

For Office Use Only

Name of applicant

Higrala

Assessment year

2025

☒ Approved

CR-LODA

Assessor's signature

[Signature]

Date

12-2-2025

☐ Denied

# Application for Local Option Disaster Abatements and Credits

Benton County

If your property has been damaged or destroyed by a natural disaster or other type of accident, you may be eligible to receive some property tax relief on this year's and next year's property taxes. The type of tax relief you receive will depend on whether your property is homesteaded, whether it is located within a declared disaster or emergency area, the amount of damage sustained, and a number of other factors. If an assessor has not already reassessed your property, you should contact your county assessor's office and request that an assessor view the damage for the purpose of receiving disaster relief.

Applicant and Property Information

Last Name Higrala	First Name Brendley	M.I. J	[Redacted]
Mailing Address - Street PO BOX 113	City/Town Sauk Rapids	State MN	Zip Code 56379
Telephone (Work) 320-243-2981	Telephone (Home) 320-243-2981		
Property ID or Parcel Number (found on your property tax statement) 09.01086.00			
Address of Damaged Property (if different than mailing address) 1254 Brookwood CT NE			
Legal Description of Property (found on your property tax statement) Lot 7, Block 4, Wapicada Village			
Is the property homesteaded? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		How many months was the property unable to be occupied or used? Date you left property: JUNE 30th 2025	
Is the property located in a county designated as a disaster or emergency area? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Date you returned to property: _____	

**Applicant's statement of facts. (Please list type of disaster, type of damage, and any other information you deem relevant.)**

House burnt down

Statement of Facts

By signing below, I certify, to the best of my knowledge, the above statements are true and correct.

Signature of Property Owner

[Signature]

Date

12/1/25

Sign Here

Note: Minnesota Statutes, Section 609.41, "Whoever, in making any statement, oral or written, which is required or authorized by law to be made as a basis of imposing, reducing, or abating any tax or assessment, intentionally makes any statement as to any material matter which the maker of the statement knows is false may be sentenced, unless otherwise provided by law, to imprisonment for not more than one year or to payment of a fine of not more than \$3,000.00, or both."

## Use of Information

The information on this form is required by Minnesota Statutes, section 273.1233 to properly identify you and determine if you qualify for a disaster abatement and/or credit. Your Social Security number is required. If you do not provide the required information, your application may be delayed or denied. Your County Assessor may also ask for additional verification of qualifications. Your Social Security number is considered private data.

## For Office Use Only

## Report of investigation

I hereby report that I have investigated the statements made in this application and find the facts to be as follows:

House total loss, has been removed. Check back 2026 for new home. Fire date 6-29-25

Signature

Date

*Brian A*

12-2-2025

The following accurately reflects both existing and proposed amounts.

	Market Value			Class	Tax Capacity	Tax Before Credits	Other Credits	Tax Payable
	Land	Improvements	Total					
Pre-damage	73000	293500	366500	201	3308		Ø	
Post-damage	73000	Ø	73000		730		Ø	
Reduction	Ø	-293,500	-293,500		-2,578		Ø	

☒ Tax is Paid

☐ Tax is Not Paid

Date

12-26-25

Local Tax Rate

78.987% - NTC

• 12863% - RMV

**Certifications of approval.** For this abatement to be approved, the assessor, county auditor and the county board of commissioners must all favorably recommend its adoption.

## Assessor's recommendation

☒ Approved

☐ Denied

Signature

Date

*Brian A*

12-2-2025

## County auditor's recommendation

☐ Approved

☐ Denied

Signature

Date

## County board of commissioner's action (to be completed by the county auditor)

☐ Approved

☐ Denied

Signature

Date

I certify that at a meeting held on \_\_\_\_\_, \_\_\_\_\_, the County Board, took the above official action on this abatement. This action was duly adopted and entered upon the minutes of its proceedings as a public record, showing the name(s) of taxpayer(s), other concerned persons and the amounts involved.

**Certifications of final approval (complete only for approved abatements).** This section to be completed by the county auditor. I further certify that the approval of this abatement has resulted in the following changes:

Reduction of Tax	\$ _____
Reduction of Penalty	\$ _____
Reduction of Interest	\$ _____
Total Reduction/Refund	\$ _____
<b>Total Payable</b>	<b>\$ _____</b>

Signature

Date

**BENTON COUNTY BOARD OF COMMISSIONERS**  
**AGENDA ITEM REQUEST**



MEETING DATE December 2, 2025 January 6, 2026 ☐ REGULAR AGENDA ☒ CONSENT AGENDA  
REQUESTING DEPARTMENT Human Services-Child Support

**TITLE OF REQUESTED ITEM AS IT WILL APPEAR ON BOARD AGENDA**

Approval of the 2026-2027 IV-D Cooperative Agreement between Benton County Human Services and the Dept of Children Youth and Family (DCYF)

A Child Support (IV-D) Cooperative Agreement is required by federal law (45 CFR §§302.34 and 304.21) and must be in place for counties every quarter in which Federal Financial Participation (FFP) money is claimed by the county.

This is the printed version of the Agreement/Arrangement.

\*\*\*The actual Agreement/Arrangement will require an electronic signature through DocuSign.

**ACTION REQUESTED**

Board approval of the IV-D Cooperative Agreement/Arrangement as presented.

**FISCAL IMPACT**

ESTIMATED COST (\$) \_\_\_\_\_

SOURCE OF FUNDS \_\_\_\_\_

NEW / ADDITIONAL REVENUE (\$) \_\_\_\_\_

COST BUDGETED IN CURRENT YEAR? ☐ YES ☐ NO

**SUBMITTED/APPROVED**

SUBMITTER/SUPERVISOR SIGNATURE

Ken Pawlenty

DATE 12/16/25

DEPARTMENT HEAD SIGNATURE

[Signature]

DATE 12/16/25

COUNTY ATTORNEY SIGNATURE

[Signature]

DATE 11/19/2025

☒ STATE GRANT CONTRACT/AGREEMENT NOT REVIEWED BY COUNTY ATTORNEY (GRANT RENEWAL WITH NO CHANGES IN TERMS AND CONDITIONS).

DURATION \_\_\_\_\_

PREFERRED PLACEMENT ON AGENDA \_\_\_\_\_





## **Benton County Attorney**

**Benton County Courts Facility**  
**615 Highway 23 / P.O. Box 189**  
**Foley, MN 56329**  
**Phone: (320) 968-5175**  
**Fax: (320) 968-5346**

**County Attorney**  
Kathleen L. Reuter

### **Asst. County Attorneys**

Michelle L. Meyer  
William V. Faerber  
Michael J.G. Schnider  
Daniel S. Shub  
Michel P. Chisum  
James R. Staley  
Scott R. Meyer

**Victim Services**  
Amy Fussy, Coordinator

**Investigator**  
Michael Lewandowski

To: Ken Pawlenty  
From: Michelle Meyer  
Re: IV-D Child Support Agreement  
Date: November 19, 2025

Comments: This Agreement has only been reviewed as to form. Please carefully review this substantive requirements of the agreement. There are many processes required pursuant to this agreement.

1. Section 3.9.2, Please note the following requirements.  
**Security Policies, Procedures and Guidelines.** Adhere to the STATE's policies and procedures as provided in STATE's:
  1. Data Practices Manual;
  2. Information Policy Standards;
  3. Program instructions; and
  4. Office of Information Security instructions.
2. Section 3.20, Please carefully review the FTI provisions.
3. Section 3.21, Please verify the bonding provisions are met.
4. Section 12.3: Please note the prohibition of weapons.
5. Section 12.7: Please note the voter registration requirements.



State of Minnesota – County  
Child Support Program  
Cooperative Agreement

**CY 2026-2027**

STATE OF MINNESOTA-COUNTY COOPERATIVE AGREEMENTCOVERING THE  
ADMINISTRATION OF CHILD SUPPORT,  
ESTABLISHMENT OF PATERNITY, AND MEDICAL SUPPORT LIABILITY PROGRAMS  
BY AND BETWEEN:

The Minnesota Department of Children, Youth, and Families

Child Support and

\_\_\_\_\_ County

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**CY 2026-2027 STATE OF MINNESOTA-COUNTY COOPERATIVE AGREEMENT  
COVERING THE ADMINISTRATION OF CHILD SUPPORT,  
ESTABLISHMENT OF PATERNITY, AND MEDICAL SUPPORT LIABILITY PROGRAMS  
BY AND BETWEEN:**

**The Minnesota Department of Children, Youth, and Families**

**Child Support Division And**

**\_\_\_\_\_ County**

**THIS COOPERATIVE AGREEMENT** (hereinafter referred to as "Cooperative Agreement") is made and entered into for the period of January 1, 2026, through December 31, 2027, by and between the Minnesota Department of Children, Youth, and Families, Child Support Division, hereinafter referred to as "STATE," and the Governing Board of County (hereinafter referred to as "COUNTY") and its designated Child Support Office (hereinafter referred to as "County IV-D Agency" or "IV-D Agency"). STATE and COUNTY are hereinafter collectively referred to as "the Parties".

**RECITALS**

**WHEREAS**, STATE is empowered to enter into joint powers agreements pursuant to Minnesota Statutes, section 471.59;

**WHEREAS**, COUNTY is empowered to enter into joint powers agreements pursuant to Minnesota Statutes, section 471.59;

**WHEREAS**, the County IV-D Agency is responsible for local operation of child support services under Minnesota Statutes, section 393.07, subdivision 3; and

**WHEREAS**, the above-referenced entities wish to enter into this Cooperative Agreement to set forth their respective responsibilities in providing services necessary to the operation of the child support enforcement program under Title IV-D of the Social Security Act, 42 United States Code (U.S.C.), sections 651 through 699b; and enter this agreement to meet the requirements of 45 Code of Federal Regulations (C.F.R.), sections 303.107 and 302.34.

**NOW, THEREFORE**, in consideration of the mutual responsibilities and agreements hereinafter set forth, the STATE and the COUNTY agree as follows:

**COOPERATIVE AGREEMENT**

**1. Definitions.** The following definitions apply to the terms used in this Cooperative Agreement unless the context clearly requires otherwise:

**1.1 Administrative Instructions.** Administrative instructions are from the STATE to the COUNTY on administrative or financial matters.

- 1.2 Business Day.** Business day means a day on which STATE offices are open for regular business.
- 1.3 Calendar Day.** Calendar day means each day shown on the calendar, including weekends and holidays.
- 1.4 Central Registry.** The Central Registry is the STATE unit of government responsible for receiving, disseminating, and overseeing the processing of all incoming interstate IV-D cases.
- 1.5 Cooperating Agency.** A Cooperating Agency is the County Sheriff or County Attorney who provides child support services for the COUNTY pursuant to a Cooperative Arrangement. "Cooperating Agencies" refers to both the County Sheriff and the County Attorney.
- 1.6 Cooperative Arrangement.** A Cooperative Arrangement is the standard template, which is paired to the Cooperative Agreement as **Attachment A**. This standard template must be used by the COUNTY when securing services from the County Attorney and the County Sheriff for the operation of the IV-D Program.
- 1.7 Cooperative Agreement Manager.** The Cooperative Agreement Manager is the contact person for each of the parties. The STATE's Cooperative Agreement Manager is the official contact with the COUNTY and is responsible for enforcing provisions of the Cooperative Agreement and assuring the provisions are carried out by the COUNTY.
- 1.8 Cooperative Agreement Review Committee (CARC).** The CARC shall be responsible for representing the COUNTY and County Attorney offices in seeking policy dispute resolution under the Cooperative Agreement and Cooperative Arrangement. The CARC members are appointed by the STATE Child Support Division (CSD) Director, in consultation with Counties and County Attorneys, and shall be comprised of three County Directors and three County Attorneys.
- 1.9 County Attorney.** Minnesota County Attorney means the attorney under Minnesota Statutes, chapter 388 and section 393.11, subdivision 2, who is employed by or contracted under a Cooperative Arrangement by the governing board of the COUNTY to provide support enforcement services specified under this Cooperative Agreement.
- 1.10 County Sheriff.** Minnesota County Sheriff means the sheriff under Minnesota Statutes, chapter 387, who is employed by or contracted under a Cooperative Arrangement by the governing board of the COUNTY to provide support enforcement services specified under this Cooperative Agreement.
- 1.11 Governing Board of a County.** The Governing Board of a County means the governing body of the local unit of government responsible for the administration of public welfare programs and services, including child support, in the county or multi-county area. This may include County Boards, organized under Minnesota Statutes, chapter 375; local social service agencies, organized under Minnesota Statutes, chapter 393; Hospital Commissions, as empowered by Minnesota Statutes, chapter 393; Human Services Boards, organized under Minnesota Statutes, chapter 402; Service Delivery Authorities, organized under Minnesota Statutes, chapter 402A; or

any other local unit of government which is responsible for the administration of child support enforcement services for the local area.

- 1.12 IV-D Program.** The Minnesota programs provided for by Title IV-D of the federal Social Security Act, 42 C.F.R., sections 651 through 699b, in accordance with the language of Minnesota Statutes, chapter 518A and other state and federal statutes, federal regulations, and controlling court cases in effect during the term of this Cooperative Agreement.
- 1.13 Participant.** A participant is an IV-D case participant, including an individual that is listed as a case member in an open IV-D support case.
- 1.14 Parties.** The collective Parties, STATE and COUNTY.
- 1.15 PRISM.** "PRISM" means the Providing Resources to Improve Support in Minnesota system, the statewide child support database and associated programming, which the STATE owns and maintains.
- 1.16 Program Instructions.** Program Instructions are directives from the STATE to the COUNTY on how to follow federal and state law and regulations.
- 1.17 IV-D Program Requirements.** IV-D Program Requirements are the state and federal law requirements of the IV-D program.
- 1.18 State Disbursement Unit (SDU).** "SDU" means the State Disbursement Unit responsible for centralized receipt and distribution of child support and other support-related payments. The SDU includes the activities and staff at the Minnesota Child Support Payment Center (CSPC), located in St. Paul, Minnesota.
- 1.19 User Documentation.** User documentation is material contained in STATE's eMilo and SIR MILO websites and available at [www.dhssir.cty.dhs.state.mn.us/PRISM](http://www.dhssir.cty.dhs.state.mn.us/PRISM).
- 2. Appointment of Cooperative Agreement Manager.** Each of the parties shall have a Cooperative Agreement Manager. The STATE's Cooperative Agreement Manager is the Child Support Division (CSD) Division Director or designee. The COUNTY's Cooperative Agreement Manager is the individual responsible for administration of the Cooperative Agreement as designated by the Governing Board of the COUNTY.

**2.1 Contact Information for Cooperative Agreement Managers.**

**STATE:** Michele Schreifels, Director [Michele.Schreifels@state.mn.us](mailto:Michele.Schreifels@state.mn.us), CSD, 444 Lafayette, 3S, St. Paul, MN, 55155, 651-539-7907, or successor.

COUNTY Cooperative Agreement manager or successor: Name, Phone, E-mail, Address:

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### **3. COUNTY's Duties and Responsibilities. The COUNTY shall:**

**3.1 General Requirements.** Implement and administer the responsibilities specified in this Cooperative Agreement pursuant to the requirements of the IV-D Program. The COUNTY agrees that the functions performed and services provided or purchased by the COUNTY, as specified in this Cooperative Agreement, shall be in accordance with applicable state and federal law, User documentation, STATE and federal Office of Child Support Enforcement (OCSE) published material and correspondence, county messages, state and federally approved corrective action plans, and fiscal audits as applicable. Unless otherwise stated, on-line manuals take precedence over paper manuals.

**3.1.1 Policy Conflict.** If the STATE issues any of the following items that bring existing policy into question, the COUNTY has ninety (90) calendar days from the date of issuance of the policy or court decision (or 90 calendar days from the date a bill becomes law) to make a written objection to the legal risk associated with the new or changed policy, direction, or law:

- new or changed policy;
- new or changed procedures;
- newly published Court decisions; or
- newly published state or federal law.

Once the STATE receives the written objection, the STATE shall meet with the COUNTY and any other relevant stakeholders. The stakeholders shall attempt to resolve the objection informally. The STATE may agree to reimburse the COUNTY for costs arising from adhering to the STATE's policy or direction as described in section 11.2.3 without resorting to the procedural requirements of section 11. Within thirty (30) days of meeting with COUNTY, the STATE will issue a determination.

Notwithstanding the procedural requirements of section 11, if the Parties do not agree upon an informal resolution, the COUNTY may utilize the formal dispute resolution procedure identified in Section 11.2.

**3.2 Provide Services.** Provide all appropriate IV-D Program services. These services include, but are not limited to, case intake and assessment; establishment of paternity; location of absent parents; establishment of enforceable basic support obligations; enforcement of payment of child and spousal support obligations; and establishment and enforcement of medical and child care support obligations.

**3.2.1 Provide Customer Service.** Provide direct customer service by responding to all inquiries from IV-D participants and the general public, including those inquiries related to centralized child support services. The COUNTY shall respond to participant inquiries and complaints referred from the STATE according to the policies and procedure outlined in section 3.1.

**3.3 Hold Harmless.** Except as provided in section 3.1.1, each Party is responsible for its own acts or omissions while performing the services described in this Cooperative Agreement.



- 3.4 Cooperative Arrangements.** Establish and maintain written Cooperative Arrangements between the COUNTY and other county officials who have a statutory obligation pursuant to 45 C.F.R., section 302.34 to cooperate with the STATE and COUNTY as necessary to provide services required under the IV-D Program in compliance with this Cooperative Agreement.

Counties, County Attorneys, and County Sheriffs must use the standard Cooperative Arrangement, named as **Attachment A**, to ensure statewide uniformity and meet minimum federal requirements in accordance with 45 C.F.R., section 303.107. Administrative reimbursement is available for services provided under a Cooperative Arrangement for the calendar quarter during which the Parties execute the Cooperative Arrangement and for subsequent calendar quarters that the Cooperative Arrangement is in effect. If no signed Cooperative Arrangement is in place for a calendar quarter, no federal reimbursement is available for that calendar quarter.

Submit copies of the signed Cooperative Arrangements to the Child Support Division by February 28, 2026. The STATE must review the Cooperative Arrangements and notify the COUNTY within twenty (20) business days if the Cooperative Arrangement, on its face, fails to meet the minimum specifications required under this policy.

COUNTY shall provide a signed copy of each Cooperative Arrangement to the Child Support Division no later than March 31, 2026, in order to claim IV-D federal financial participation (FFP) reimbursement for cooperative agency expenses incurred during the first quarter of the calendar year.

If, at any time during the Cooperative Agreement, the COUNTY enters into Cooperative Arrangements with additional cooperating agencies, the COUNTY must immediately send a copy of the new Cooperative Arrangement to the Child Support Division.

The COUNTY may not claim IV-D FFP reimbursement for cooperative agency expenses incurred for any calendar quarter when copies of appropriately signed Cooperative Arrangements are not provided to the Child Support Division by the end of that calendar quarter.

- 3.5 Purchase of Services Agreements.** As necessary, enter into agreements to purchase services to the extent that payment for such services does not exceed the amount reasonable and necessary to assure the quality of such services. The COUNTY must fully document in the COUNTY records its determination that the amounts are reasonable and necessary. The COUNTY must require debarment certification from contractors who do or may receive federal funds, pursuant to the requirements of section 12.3 below. STATE supervision of purchase of service agreements is limited to those for which FFP is available under the IV-D regulations.

- 3.6 Notification of Appeals.** With the County Attorney, notify the CSD Division Deputy Director within seven (7) business days of any IV-D case that is appealed to the Minnesota Court of Appeals, the Minnesota Supreme Court, or federal court by either one of the child support case participants or the COUNTY. The STATE will review the appeal and consult with the County Attorney and the Office of the Attorney General as necessary.

- 3.6.1 Notice of Substantive Adverse Decisions.** The COUNTY shall also report to the CSD Division Deputy Director any child support orders or judgments that call into question the constitutionality or enforceability of child support statutes or program instructions.
- 3.7 Internet Access.** Have and maintain access to the Internet for all of the COUNTY caseworkers.
- 3.8 Provide Information.** Provide any information requested for state and federal program reviews and audits.
- 3.9 Information Technology Security.** Provide for information technology security in accordance with the STATE's policies and procedures.
- 3.9.1 COUNTY Security Officer.** Designate an employee as COUNTY Security Officer or Backup COUNTY Officer to be responsible for ensuring compliance with security precautions for state-owned computer equipment, data confidentiality, and user access.
- 3.9.2 Security Policies, Procedures and Guidelines.** Adhere to the STATE's policies and procedures as provided in STATE's:
- Data Practices Manual;
  - Information Policy Standards;
  - Program instructions; and
  - Office of Information Security instructions.
- 3.10 Cooperation with Other Agencies.** Agree that the COUNTY, in administering the requirements of the IV-D Program, will cooperate with other Minnesota county, tribal, and state-operated economic support agencies, and other Minnesota state agencies to the extent authorized by state and federal law.
- 3.11 Providing Resources to Improve Support in Minnesota System (PRISM).** Cooperate with the operation of and to use the Providing Resources to Improve Support in Minnesota System or its successor system (both hereinafter referred to as "PRISM") as agreed upon by the STATE and the COUNTY. The COUNTY and STATE shall work together to ensure the efficient and effective operation of automated systems in support of the programs covered by this Cooperative Agreement. Both Parties acknowledge a joint responsibility to work cooperatively to identify system deficiencies and operational problems. The STATE acknowledges its responsibility to maintain PRISM in maximum functional status for the benefit of all COUNTY and state users. The STATE shall take all necessary actions to assure the uninterrupted availability of PRISM during normal business hours.
- 3.11.1 Maintain Automation Equipment.** Maintain and not alter or add to any child support automation equipment that is physically installed by the STATE unless prior approval is given. Any costs incurred by the COUNTY because of STATE approved equipment moves shall be reimbursed per the applicable FFP rate.
- 3.11.2 No Alteration of Software.** Agree that neither COUNTY nor other COUNTY staff persons working under the Cooperative Arrangement for the COUNTY will alter

State of Minnesota provided software or add software programs that will adversely affect child support automation in the COUNTY without the permission of the STATE.

- 3.11.3 Authorized Access to Automation Equipment.** Ensure that all automation equipment connected to the State of Minnesota computer reporting network is not accessible to persons other than those authorized by the COUNTY Security Officer for purposes of program administration and shall specifically limit such access in each Cooperative Arrangement.
- 3.12 Cost-Sharing Allocation Plan.** Reimburse the STATE under an approved cost-sharing allocation plan if automation equipment, software, or services are used for any purpose or program other than child support or program administration.
- 3.13 Maintain PRISM Financial Records.** Be responsible to maintain and update PRISM financial information including the following:
  - 3.13.1 Enter Court Order and Balance Information.** Enter court order and account balance information in a timely manner and make appropriate adjusting entries as necessary, to ensure distribution and allocation of payments pursuant to the state statute and federal distribution hierarchy.
  - 3.13.2 Receipt and Disbursement (R&D) Adjustments.** Perform adjustments to receipt and disbursement amounts in accordance with the STATE's policies and procedures.
- 3.14 Failure to Maintain PRISM Financial Records.** Be responsible for court-ordered reimbursement to case participants when the reimbursement is caused by the failure of the COUNTY to maintain proper PRISM financial records.
- 3.15 Reimbursement for Failure to Follow Policy and Instructions.** Be responsible for reimbursement to case participants when the reimbursement is caused by the failure of the COUNTY to follow state and federal laws, Department of Children, Youth, and Families written policy directives, program instructions, or published IV-D directives that are appropriately and timely communicated to the COUNTY by the STATE or in the case of worker error. In the event of a dispute, the COUNTY may follow the procedures under Section 11.
- 3.16 Collections, Receipts, and Disbursements.** Pursuant to program instructions, (1) redirect all child support payments to the CSPC; and (2) forward any child support or other support related payments received by the COUNTY to the CSPC for receipting into PRISM within 24 hours.
- 3.17 Records Maintenance.** Maintain such records, case files, reports, evaluations, documents and accounting procedures and practices that the STATE specifies as necessary for STATE monitoring and auditing. Maintenance of such records, irrespective of the reporting requirements, is subject to STATE records retention schedules or directives allowing destruction of records. The COUNTY shall furnish such reports and documents to the STATE in the format and according to the schedules, as the STATE requires. The COUNTY must ensure that these reports comply with STATE reporting instructions. The STATE shall evaluate and monitor



compliance with reporting instructions.

**3.18 Confidentiality of Records.** Comply with the terms of the Information Privacy and Security Agreement (IPSA) that has been separately executed by the Parties (which is incorporated by reference into and made a part of this Cooperative Agreement) and with any successor agreement thereto, and with all applicable federal and state law governing the privacy and security of personally identifiable information about participants and others (PII). PII includes but is not limited to an individual's name, address, federal tax information (FTI), Social Security Number (SSN), and other private data on individuals (as defined in Minnesota Statutes, section 13.02, subdivision 12), whether maintained on PRISM or elsewhere by the COUNTY. The COUNTY shall develop, maintain, and enforce policies, procedures and appropriate administrative, technical, and physical safeguards to ensure PII is adequately protected against improper access, use, and disclosure. The COUNTY shall also ensure that its employees and subcontractors receive training regarding the requirements of applicable laws, including but not limited to the Minnesota Government Data Practices Act (MGDPA), Minnesota Statutes, chapter 13 and the Tax Information Security Guidelines for Federal, State and Local Agencies (26 U.S.C. 6103 and IRS Publication 1075), and that its use of PII by employees is appropriately monitored.

**3.18.1 Cooperating Agencies and Compliance with Regulations.** Ensure that Cooperating Agencies have available all information necessary to perform under the Cooperative Arrangement. The COUNTY will include in the Cooperative Arrangement language that addresses compliance with state and federal privacy and confidentiality laws and regulations. This language shall specify that the cooperating COUNTY will be responsible for safeguarding the confidentiality of said information and using said information exclusively for the purposes allowed by federal law, state law, and federal regulations governing the operation of the IV-D Program. The COUNTY and/or COUNTY security staff have the responsibility to ensure that requested access to PRISM meets the requirement of the access being necessary solely for the purposes of administration of the IV-D Program. Any request that does not meet that requirement must be denied at the local level. All requests for PRISM access must be approved by the appropriate County Security Officer before state security staff will process the request.

**3.18.2 Others Requesting PRISM Information or Access for the Purpose of the Administration of the Child Support Program.** In the event that other individuals or other county programs request information from or access to the PRISM system through the COUNTY, the COUNTY shall recommend and grant access only for the purposes allowed by the federal and state law and regulations governing the operation of the IV-D Program. The COUNTY will submit appropriate signed data sharing agreements or individual confidentiality agreements as defined by the STATE prior to the STATE granting such access. The agreements will address compliance with relevant state and federal privacy and confidentiality laws and regulations specifying that any individual granted access will be responsible for safeguarding the confidentiality of said information and using said information exclusively for the purpose of the IV-D Program. COUNTY and/or COUNTY security staff will have the responsibility to ensure that requested information from or access to PRISM meets the requirement(s) for the purposes of administration of the Child Support Program.



Any request that does not meet that requirement must be denied at the local level. The appropriate COUNTY Security Officer or backup security officer must approve all requests for PRISM access or PRISM information before STATE security staff will process the request. The COUNTY is responsible for ensuring that the third party complies with all data privacy laws and regulations. This provision does not prevent COUNTY from sharing information with case participants, courts, and authorized third parties pursuant to Minnesota Statutes, chapters 256; 257; 518A; 518C; 571; and Minnesota Statutes, section 13.46.

**3.18.3 Other Parties Requesting Access to PRISM or PRISM Information.** Refer requests for access by third parties to information maintained by the PRISM system for reasons other than the purposes allowed by the federal and state law and regulations governing the operation of the IV-D program to the STATE. If the STATE releases county-specific data, the STATE will notify the COUNTY that is the subject of the request.

**3.18.4 Not a “Business Associate Agreement.”** This Agreement does not create a “business associate” relationship nor does it constitute a “business associate agreement” as defined in the Health Insurance Portability and Accountability Act (HIPAA).

**3.19 Federal Parent Locator Service.** Agree to comply with Federal and State privacy laws and regulations and the applicable provisions of the U.S. Department of Health and Human Services’ Office of the Chief Information Officer (HHS-OCIO) Policy for Information Systems Security and Privacy (IS2P) and the Automated Systems for Child Support Enforcement: A Guide for States (Federal Certification Guide). Agree to the required Federal Parent Locator Service (FPLS) cooperative agreement language for ensuring the confidentiality of FPLS, stated below.

The STATE is responsible for the issuance of User Documentation to COUNTY, which communicates the detailed requirements for the confidentiality of FPLS information.

The COUNTY shall to comply with and assume responsibility for compliance by its employees, agents, contractors and subcontractors with the following requirements:

- (1) The COUNTY shall submit requests to the FPLS solely to locate a parent for the purpose of establishing paternity, securing child support, or when applicable, to locate a parent in a paternal kidnapping case, establish or enforce a child custody or visitation order, and for other purposes specified in federal law and regulations.
- (2) The COUNTY shall educate all authorized personnel that access FPLS information on the confidentiality and security requirements of FPLS information, the safeguards required to protect FPLS information and child support program information, and the penalties for non-compliance.
- (3) The COUNTY shall restrict access to FPLS to authorized personnel who need the FPLS information to perform their official duties. The COUNTY must maintain a list of employees, agents, contractors and subcontractors with authorized access.
- (4) The COUNTY shall label all reports containing FPLS and to store all material containing FPLS in a locked container when the material is not in use.

- (5) The COUNTY shall immediately report any incident involving unauthorized access to or disclosure of FPLS information to the STATE.

**3.20 IRS Language for General Services.** The COUNTY shall comply with all Internal Revenue Service (IRS) procedures and safeguards (26 U.S.C., sections 6103 and 7213). The COUNTY agrees to the required IRS cooperative agreement language for ensuring the confidentiality of IRS information stated below.

The STATE is responsible for the issuance of User Documentation to the COUNTY, which communicates the detailed requirements for the confidentiality of IRS information.

**3.20.1 Performance.** In performance of this Cooperative Agreement, the COUNTY shall comply with and assume responsibility for compliance by its employees with the following Internal Revenue Service requirements as well as any other IRS requirements set forth in the Data Sharing Agreement:

- (1) All work is under the supervision of the COUNTY or the COUNTY's responsible employees.
- (2) The COUNTY and the COUNTY's employees with access to or who use FTI must meet the background check requirements defined in current STATE policy and background check requirements defined in IRS Publication 1075 when implemented in the state.
- (3) Any federal tax return or return information provided or made available by the IRS must be used only for carrying out the provisions of this Cooperative Agreement. The COUNTY must treat information contained in material provided by the IRS as confidential and not divulge or make it known in any manner to any person except as may be necessary in the performance of this Cooperative Agreement. Disclosure to anyone other than an officer or employee of the COUNTY is prohibited.
- (4) All federal tax returns and return information provided by the IRS must be accounted for upon receipt, and properly stored before, during, and after processing. In addition, all related output must be given the same level of protection as required for the source material.
- (5) The COUNTY certifies that the IRS data processed during the performance of this Cooperative Agreement will be completely purged from all data storage components of its computer facility at the time the work is completed. If immediate purging of all data storage components is not possible, the COUNTY certifies that it safeguards any IRS data remaining as required by law in an appropriate storage component to prevent unauthorized disclosures and completes logging of said data as required by IRS Publication 1075.
- (6) The COUNTY must give the STATE or its designee any spoilage or any intermediate hard copy printout that may result during the processing of IRS data. When this is not possible, the COUNTY is responsible for the destruction of the spoilage or any intermediate hard copy printouts, and must provide the STATE or

its designee with a written statement containing the date of destruction, description of material destroyed, and the method used.

- (7) All computer systems processing, storing, or transmitting of Federal tax information provided by the IRS must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.
- (8) The COUNTY shall not subcontract work involving Federal tax information (FTI) furnished under this Cooperative Agreement without prior written notice to the IRS, pursuant to IRS Publication 1075, Sections 2.E.6.2 and 1.9.4. Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the STATE's files for review. As part of the certification and, at least annually afterwards, contractors should be advised of the provisions of Internal Revenue Code (IRC) Sections 7431, 7213, and 7213A. The training provided before the initial certification and annually thereafter must also cover the incident response policy, procedure for reporting unauthorized disclosures, and data breaches. For both the initial certification and the annual certification, the contractor should sign, with either ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.
- (9) The COUNTY must maintain a list of employees and subcontractors with authorized access. The COUNTY must provide such list to the STATE and, upon request, to the IRS reviewing office.
- (10) The COUNTY shall immediately report to the STATE any incident involving an actual or suspected unauthorized access, use or disclosure of FTI information, in accordance with the requirements provided in User Documentation.
- (11) The STATE has the right to revoke the County's access to federal tax information, including federal tax information on the statewide child support computer system (PRISM) if the COUNTY fails to provide the safeguards described above.

### **3.20.2 Criminal/Civil Sanctions:**

- (1) Each officer or employee of the COUNTY to whom federal tax returns or return information is or may be disclosed will be notified in writing by the COUNTY that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. The COUNTY shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure.



These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 C.F.R., section 301.6103(n)-1.

(2) Each officer or employee of the COUNTY to whom federal tax returns or return information is disclosed or may be disclosed shall be notified in writing by the COUNTY that any federal tax return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Cooperative Agreement. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the Cooperative Agreement. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. The COUNTY shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by Internal Revenue Code sections 7213A and 7431.

(3) Additionally, it is incumbent upon the COUNTY to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. section 552a. Specifically, 5 U.S.C., section 552a(i)(1), which is made applicable to COUNTY by 5 U.S.C., section 552a(m)(1), provides that any officer or employee of a COUNTY, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established hereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

**3.20.3 Inspection.** The COUNTY will complete a tri-annual COUNTY Inspection Report, administered by the STATE's IV-D program and will remedy any identified issues regarding secure FTI use and storage. The IRS and the STATE, with 24-hour notice, shall have the right to send its officers and employees into the offices of the COUNTY for inspection of the facilities and operations performing any work containing or relating to FTI to determine compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the COUNTY is found to be noncompliant with required safeguards.



**3.21 Bonding.** In accordance with 45 C.F.R., section 302.19, the STATE is required to ensure that every person who has *access to or control over funds* collected under the program is covered by a bond against loss resulting from employee dishonesty. The COUNTY must bond any employee, who, as a regular part of his or her job, receives, disburses, handles, or has access to support collections. Bonding is required due to the ability to access funds in PRISM through financial adjustments.

The COUNTY must have a minimum bonding amount of thirty thousand dollars (\$30,000) per employee. The STATE has determined this amount is sufficient to cover employee dishonesty. If the COUNTY does not have a bonding policy in place, it may establish a self-bonding system to satisfy the bonding requirements.

The minimum bonding amount does not reduce or limit the ultimate liability of the COUNTY for losses of support collections from the STATE's IV-D program.

The STATE will not collect bonding information for individual counties. The COUNTY must maintain all bonding information and is subject to the State Audit.

**4. STATE's Duties and Responsibilities.** The STATE shall:

**4.1 General Requirements.** Perform the duties and responsibilities specified in this Cooperative Agreement in accordance with state and federal statutes, federal regulations, and controlling court cases that are in effect during the term of this Cooperative Agreement.

**4.2 CSD Memos/Child Support Bulletins.** Maintain an index, accessible to COUNTY child support staff and County Attorneys, listing all the current COUNTY child support directives and COUNTY child support bulletins released during the Cooperative Agreement year that apply to the IV-D Program.

**4.3 Program Instructions.** Provide notification of new pending program instructions, administrative instructions and IV-D requirements within thirty (30) calendar days of first becoming aware of them.

Develop and maintain programs and administrative instructions for administrative and child support activities relating to the IV-D Program conforming to state and federal statutes, state administrative rules, federal regulations and controlling court cases. Cite applicable state and federal statutes and federal regulations in new program and administrative instructions. The STATE will incorporate such citation in the Child Support User Documentation.

**4.3.1 Program Instruction Change.** If, after notification of new pending program instructions, the COUNTY reasonably believes that the proposed change will have a significant financial impact on the COUNTY, the COUNTY may request from the STATE a thirty (30) calendar day comment period. The request for a comment period shall be made in writing to the Child Support Division Deputy Director within ten (10) calendar days of the notification of pending program instructions and shall be accompanied by a brief written explanation of the anticipated financial impact on the COUNTY and why the COUNTY believes the impact is significant. The comment period shall be granted if (a) written request is timely made and if (b) the change is not the result of

implementation of state and federal statutes, rules and regulations, court orders, or settlement agreements arising from litigation.

The STATE shall consider the fiscal impact on the COUNTY before implementing the change in requirements. It is not the STATE's intent to unilaterally impose any new, unbudgeted programs on the COUNTY.

- 4.3.2 Reasonable Time Period to Implement.** Allow the COUNTY a reasonable time period in which to fully implement program instructions. Program instructions, which are the result of changes in federal or state laws, rules and regulations or court actions, may be implemented by the STATE in accordance with the implementation timeframes of the federal or state laws, rules and regulations, or court action.
- 4.3.3 Extension of Time Period to Implement.** Allow the COUNTY to request an extension of the time period for implementing program instructions or requirements, which have a significant impact on the COUNTY and are not mandated by state or federal law or court order. The COUNTY may submit documentation of the hardship imposed, and the STATE may grant a reasonable exception to the implementation requirements.
- 4.4 Monitoring.** Have the discretion to monitor the COUNTY's responsibilities as defined in this Cooperative Agreement, conduct performance reviews, make recommendations concerning the overall administrative efficiency of the program, and require corrective action as applicable.
- 4.5 Comprehensive Training.** Provide comprehensive statewide training for COUNTY personnel including, but not limited to, new worker training, training related to new initiatives and PRISM enhancement, and other continuing training related to the IV-D Program. Training programs and curriculum shall be determined in consultation with the County Training Workgroup. Child Support training materials shall be made available to the COUNTY. Provision of classroom training and onsite training is subject to CSD budget limitations.
- 4.6 Information to the Public.** Provide the public with information on the Child Support Program per the requirements of 45 C.F.R., section 302.30.
- 4.7 Standard Cooperative Agreements.** Use the standard Cooperative Agreements that conform to state and federal laws when contracting with counties.
- 4.8 Central Registry.** Provide Central Registry services to counties.
- 4.9 PRISM Maintenance.** Ensure ongoing maintenance of PRISM.
- 4.10 PRISM Enhancement.** Responsible for the modification and enhancement of the PRISM system in order to meet federal program requirements and ensure that the system operates efficiently and in a manner that supports COUNTY program operations and performance improvements. The STATE shall take all necessary actions to modify the IV-A to IV-D (MAXIS/PRISM) computer interfaces, implement purging and archiving and fully utilize all funds authorized by the legislature for the modification and enhancement of PRISM.

- 4.11 Ownership of Software.** Retain all ownership rights in any STATE owned software or modifications thereof and associated documentation designed, developed, or installed because of this Cooperative Agreement.
- 4.12 Tax Intercept.** Certify arrears for tax intercept and other certifiable debts using PRISM account balances, as well as receive, distribute, and disburse tax intercept funds centrally through PRISM, and make information available in PRISM and other reports.
- 4.13 New Hire Reporting.** Ensure employer compliance with the reporting requirements under the Work Reporting System, Minnesota Statutes, section 142A.29.
- 4.14 Provide Direct Program Assistance to COUNTY.** Maintain a Help Desk/Call Center or otherwise maintain a system to provide direct program assistance to the COUNTY, including assistance related to child support policy, PRISM processing, tax refund intercept processing, central receipt and disbursement and other centralized child support processes.
- 4.15 Delegation of Authority.** Delegate to the County Attorney, as set forth in Minnesota Statutes, section 393.11, subdivision 2, its authority to provide IV-D Program legal services by appearing (a) on behalf of COUNTY in the expedited process, (b) in district court, and (c) in appellate court. The STATE shall assist the County Attorney in preparation of appeals as appropriate.
- 4.16 Confidentiality of Records.** Agree to comply with the applicable federal and state laws and STATE regulations concerning confidentiality of participant and PRISM records.

## **5. Procurement.**

- 5.1 Equipment.** The COUNTY may purchase and install equipment in accordance with the STATE's manuals and procedures and industry best practices. The COUNTY shall be responsible for inventory, maintenance, replacement, and security of all such equipment.

The COUNTY shall keep all STATE-owned equipment that is located in the COUNTY in a secure place and compensate the STATE for any theft, damage, or other loss of equipment if the STATE's prescribed security precautions have not been met.

## **6. Allocations.**

- 6.1 Standards of Performance and Performance Based Allocation.** The STATE shall specify standards of performance and budget an allocation to the COUNTY as its proportionate share of dollars for performance-based funding. The STATE shall distribute the available incentive funding to counties under Minnesota Statutes, sections 518A.84.
- 6.2 COUNTY Contribution.** The COUNTY agrees that performance incentives allocated to the COUNTY must be used to supplement and not supplant other funds used to carry out the child support program. The COUNTY shall maintain a minimum county contribution from local budget resources. The minimum COUNTY contribution level for each year is computed with federal fiscal year 1998 as the base year. Under 45 C.F.R., section 305.35, a base amount of spending is determined by subtracting the amount of federal and state incentive funds earned by the COUNTY program for



Federal Fiscal Year 1998 from the total amount expended by the county in the program during the same year.

This Federal Fiscal Year 1998 base year amount plus the last four (4) quarters of federal and state incentive payments earned (calculated on a rolling basis) becomes the COUNTY's estimated minimum reinvestment amount.

The COUNTY must maintain this estimated minimum reinvestment amount of county spending to demonstrate it is supplementing not supplanting. For up-to-date county estimated reinvestment amounts, refer to the Net County Admin [Report](#) available on CountyLink.

At federal fiscal year end, the STATE will reconcile each county's minimum reinvestment amount to their actual federal fiscal year expenditures. Any county whose federal fiscal year expenditures do not exceed their minimum reinvestment amount, will be responsible for the difference. The STATE will reduce their next quarterly incentive payment by that amount.

7. **Funding.** The COUNTY agrees that the obligations of the STATE under this Cooperative Agreement are limited by and contingent upon state and federal legislative authorization and budget appropriations. If, during the term of this Cooperative Agreement, the budget appropriations which fund the STATE, the COUNTY, and services under this Cooperative Agreement are not made, are repealed, or reduced by actions of the Legislature, Congress, or otherwise, the STATE's and the COUNTY's obligations under this Cooperative Agreement will be reduced, suspended, or cancelled, as deemed appropriate at the STATE's sole discretion.

8. **Federal Reimbursement.** The STATE shall reimburse the COUNTY for the functions it performs and services it provides or purchases as set forth in Section 3. Payments by the STATE under this Cooperative Agreement are contingent upon:

(a) substantial compliance by the COUNTY of all responsibilities identified in this Cooperative Agreement, and in accordance with state and federal laws; (b) authorization of Minnesota and federal laws and availability of state and federal funds; and (c) approval of cost allocation plans and of expenditures for non-expendable personal property by state and federal cost allocation units.

The COUNTY must certify that any claim for reimbursement through federal financial participation (FFP) complies with the limits on FFP for IV-D expenditures listed in 45 C.F.R., part 304. If the COUNTY has questions about whether or not an expense is eligible for reimbursement, the COUNTY may contact the STATE for guidance.

- 8.1 **County Income Maintenance Claims.** Claims for reimbursement must be submitted electronically pursuant to the requirements of the STATE's cost reporting system. Child Support costs must be reported quarterly on the DHS-2550 Income Maintenance Expense Report and must be submitted via web-based application to the STATE on or before the 20th day of the month following the quarter for which reimbursement is being claimed. If the 20th day of the month falls on a Saturday, the due date for the expenditure report is Friday the 19th; if the 20th is a Sunday, it is due on Monday the 21st.

For all claims submitted timely, the STATE will issue the reimbursement payment by



Electronic Fund Transfer. Said reimbursements are subject to reduction and/or recovery as provided in this Cooperative Agreement. Late expenditure reports will be processed in the following quarterly payment cycle.

Reimbursement payments will be made quarterly. The reimbursement payment for each quarter consists of the current quarter's federal financial participation (FFP) amount plus/minus any adjustments for prior quarters.

**8.1.1 County-wide Indirect Claim.** The COUNTY must submit cost allocation plans containing methodology and resulting amounts for eligible countywide indirect expenses incurred in the delivery of the IV-D Program. These plans must be certified by an independent auditing firm and be received by the STATE Financial Operations Division (FOD) by February 15th of each calendar year. Only countywide indirect costs that comply with the limitations of 45 C.F.R., part 304, and other federal and state limitations on indirect cost are eligible expenses.

One-fourth (25%) of the annual Child Support amount from the cost allocation plan will be the eligible county-wide indirect expense amount to be reimbursed each quarter. The reimbursement payment for each quarter will consist of the current quarter's federal financial participation (FFP) amount plus/minus any adjustments for prior quarters.

**8.2 Adjusted Reimbursement Claims.** The COUNTY may submit adjustments to prior quarter DHS-2550 expenditure reports up to one year from the original quarter ending date. Child Support reimbursements resulting from expenditure adjustments for prior quarters will be paid as part of the normal quarterly payment process.

**8.3 Non-Compliance.** The STATE may withhold or withdraw funds from the COUNTY when it is in non-compliance with this Cooperative Agreement or IV-D Program Requirements subject to the terms of this Cooperative Agreement. The STATE may withhold or withdraw funds if the STATE determines that the activities performed by the COUNTY do not meet state or federal statutes and requirements, following an opportunity for corrective actions as described in Section 8.3.1 (Compliance Review).

If there is a delay or failure to perform when such delay or failure is due to an uncontrollable circumstance that was unforeseeable, the County shall be excused from timely performance because of the uncontrollable circumstance. Uncontrollable circumstances shall include fire, flood, epidemic, wars, acts of God, unusually severe weather, or actions of public authorities that cause an inability to perform work. The COUNTY shall communicate the uncontrollable circumstance to the State as quickly as practical.

The COUNTY will begin performance as soon as the consequences of the uncontrollable circumstance are remedied to such an extent that the COUNTY is able to begin performance.

**8.3.1 Compliance Review.** The STATE will notify the COUNTY of items that require corrective action and the need for the COUNTY to develop and submit a Corrective Action Plan. The COUNTY must submit its response within ten (10) calendar days of the date of the notice under this section, unless the STATE approves an extension.

A failure by the COUNTY to implement fully a STATE approved Corrective Action Plan shall result in a payment reduction to be determined by the STATE.

**8.3.2 Advance Notice.** The STATE shall provide thirty (30) calendar days advance notice to the COUNTY when it intends to withhold or withdraw a payment pursuant to Section 8.3.1 (Non-Compliance). The STATE will schedule a conference to attempt resolve the issue that gave rise to the notice before the imposition of the withholding or withdrawal. After the conference, if there is an impasse, the COUNTY may appeal the STATE's decision as provided by Section 11 of this Cooperative Agreement.

**8.4 Disallowances.** The STATE shall recover from the COUNTY any state or federal fiscal disallowances or sanctions attributable to actions of the COUNTY, Cooperating Agencies, or the COUNTY's subcontractors. If federal fiscal disallowances or sanctions are based on either a statewide sample or a categorical disallowance imposed across the State, the STATE shall recover the proportional share of the disallowance or sanction from the COUNTY.

**8.5 Conditions of Payment.** All services and reporting provided by the COUNTY pursuant to this Cooperative Agreement shall be performed to the satisfaction of the STATE, as determined at the sole discretion of its authorized agent, and in accord with all applicable federal, state and local laws, rules and regulations. The STATE reserves the right to suspend, reduce, or terminate the distribution of child support funds to the COUNTY for services or reporting provided pursuant to Section 8.1 of this Cooperative Agreement found by the STATE to be unsatisfactory or in violation of federal or state laws and regulations.

**8.6 Payment recoupment.** The COUNTY must reimburse the STATE upon demand, or the STATE may deduct from future payments made pursuant to this Agreement, any amounts paid by the STATE under this Cooperative Agreement, for which required reports have not been received, or for which the COUNTY's books, records or other documents are not sufficient to clearly substantiate that those amounts were used by the COUNTY to perform the services described in this Cooperative Agreement.

## **9. Program Operation: Records, Reporting, Monitoring, and Security.**

**9.1 Record Keeping Requirements.** At least forty-five (45) calendar days prior to the effective date of any STATE reporting or record keeping requirement issued after the beginning of the Cooperative Agreement period, the STATE shall provide the COUNTY with written notice of such a proposed reporting or record keeping requirement and allow the COUNTY an opportunity to review and comment on such a requirement. Reporting and record keeping requirements which are the result of changes in federal or state laws, rules and regulations or any court actions may be implemented by the STATE without strict compliance with the above-stated notice and comment requirements. However, the STATE shall make reasonable efforts to solicit comments from the COUNTY prior to implementing such record keeping and reporting requirements.

**9.2 Records Maintenance.** The COUNTY shall maintain such case files, fiscal records, financial statements, and necessary evidences of accounting procedures and



practices sufficient to document the funding received and disbursements made under this Cooperative Agreement.

The COUNTY shall maintain such records, reports, evaluations, or other documents that the STATE specifies are needed for monitoring and auditing. Maintenance of such records, irrespective of the reporting requirements, is subject to manual provisions allowing destruction of records. The COUNTY shall furnish such reports and documents to the STATE in the format and according to the schedules, as the STATE requires. These reports must comply with STATE reporting instructions. The STATE shall evaluate and monitor compliance with reporting instructions.

**9.3 Records Availability.** All records maintained by the COUNTY pursuant to this Cooperative Agreement shall be available to the STATE on request and with adequate notice for inspection, examination, or audit. Except when the STATE determines that unusual or exigent circumstances exist, the STATE will give the COUNTY at least five (5) business days written notice, unless the COUNTY consents to a shorter timeframe. The STATE shall monitor its request for reports and evaluations to eliminate present and prevent future duplicate requests being sent to the COUNTY.

**9.4 Federal or State Authority to Review Documents.** Notwithstanding the above, nothing in this Cooperative Agreement shall be construed to limit, modify or extinguish any federal or state legal authority to inspect, audit or have access to any records, financial statements or other reports maintained by the COUNTY or to modify or limit the COUNTY's legal obligation to maintain any record or report required by state or federal statutes, rules or regulations.

**9.5 Records Security and Access.** Access to and confidentiality of all records and reports shall be maintained in compliance with the applicable federal and state laws, including Minnesota Statutes, chapter 13. Each party is responsible for compliance with state and federal data privacy laws and agreements.

## **10. Annual Audit.**

**10.1 Compliance with Single Audit Act.** All sub-recipients receiving \$500,000 or more of federal assistance in a fiscal year will obtain a financial and compliance audit made in accordance with the Single Audit Act, Office of Budget and Management (OMB) Circular A-133. The COUNTY certifies it will comply with the Single Audit Act, OMB Circular A-133, if applicable. Failure to comply with these requirements could result in forfeiture of federal funds.

**10.2 State Audits.** Under Minnesota Statutes, section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices of the COUNTY and its employees, agents, or subcontractors relevant to this contract will be made available and subject to examination by the STATE, including the contracting Agency/Division, Legislative Auditor, and State Auditor for a minimum of six years from the end of this contract.

### **10.3 Audit Disallowance.**

**10.3.1 The COUNTY's Liability.** The COUNTY shall be liable for the entire amount of the audit adjustment attributed directly to the COUNTY. If the STATE receives a federal audit adjustment based on a statewide random sample, the actual amount of

a disallowance against the COUNTY shall be determined pursuant to Minnesota Statutes, section 256.01, subdivision 2(r).

**10.3.2 Fiscal Sanction.** No fiscal sanction shall be taken against the COUNTY unless it is based upon a specific law, regulation, rule, administrative instruction, or program instruction that was: (a) effective during the time period which is being audited, and (b) communicated to the COUNTY head or designee in writing by the STATE or the federal government prior to the time period audited. No state audit adjustment for failure to meet the requirements of Section 3.1 and 3.2 shall be imposed for sixty (60) calendar days after the date the COUNTY receives written notice of the requirement. The STATE may extend the 60-day hold-harmless period upon COUNTY's proof of hardship. The 60-day hold-harmless period is not required if the State has been assessed a federal fiscal penalty because federal law, federal regulations, or court order mandated the requirement and held the State to a more restrictive time period, or the requirement is the result of state law, administrative rules, or court order that imposes a more restrictive time period and the imposition of a state fiscal penalty. These conditions in no way negate the COUNTY's responsibility to implement policies and instructions by their effective dates.

#### **10.4 Audit Adjustments**

**10.4.1 Audit Adjustment Determination.** If, pursuant to an audit under Section 10, it is determined that there is an error in the COUNTY's fiscal and service records for this Cooperative Agreement or previous Cooperative Agreements, the STATE will take steps to recover or otherwise adjust the COUNTY's reimbursement under the Cooperative Agreement. The STATE shall limit the increase or decrease to the audited error and shall confer with the COUNTY before increasing or decreasing the monthly payment for this Cooperative Agreement. The Parties may negotiate the timing and amount of the adjustment at the COUNTY's request.

**10.4.2 Payment Adjustments.** The Parties shall attempt to negotiate the timing and payment schedule of any adjustments under this Section. The STATE may adjust subsequent claims for reimbursement by any audit exception or non-compliance exception up to the amount of the exception.

**11. Administrative Review.** The COUNTY shall be entitled to an administrative review if both of the following occur:

1. The STATE and the COUNTY disagree about the interpretation of any provision of this Cooperative Agreement; and
2. The disagreement concerns: (a) reconciliation of claims and reimbursements (review is through STATE conference); (b) any financial audit of the COUNTY as described in this Cooperative Agreement (review is through the audit resolution policy); (c) any compliance review of the County as described in section 8.3; or (d) any federal audit of the COUNTY or the STATE.

**11.1 Review Process.** The COUNTY's method of resolving any dispute or controversy arising out of or relating to this Cooperative Agreement shall be the complaint process provided in this subsection. The COUNTY may address a written complaint to the CSD Division Deputy Director at the Minnesota Department of Children Youth and Families at the following address: CSD Division Deputy Director, 444 Lafayette



Road North, St. Paul, MN 55155. The CSD Division Director shall respond in writing within ten (10) business days. Time periods may be extended by written agreement of the STATE and the COUNTY. If the COUNTY is not satisfied with the response, the COUNTY may request a review of the decision using the process in Section 11.2.

**11.2 Administrative Appeal.** If the STATE and the COUNTY disagree about the interpretation of any provision of this Cooperative Agreement and a substantial interest of the COUNTY is at risk by an action of the STATE, and the dispute is not resolved in the complaint process described above or in the process described in Section 3.1.1, the COUNTY may then submit the dispute to the Department of Children, Youth, and Families (DCYF) for administrative appeal.

**11.2.1 Notice of Demand for Appeal.** Notice of a request for an administrative appeal, along with the written appeal and all supporting documentation must be submitted to the Administrative Law Attorney (ALA) at the DCYF Office of General Counsel, 444 Lafayette Road, St. Paul, MN. 55164 within thirty (30) calendar days of the response from the CSD Division Deputy Director pursuant to Section 11.1.

**11.2.2 Process.** The ALA shall within seven (7) business days forward to the CSD Division Deputy Director a copy of the request for appeal and all supporting documentation provided by the COUNTY. The CSD Division Director shall submit a written response within fourteen (14) business days, along with all supporting documentation to the ALA. A copy of the response and all supporting materials must be sent to the COUNTY. The ALA shall make a determination based on the written submissions, statutes and case law if applicable. The ALA shall then recommend to the DCYF Commissioner a course of action in the appeal. The Commissioner or designee shall issue an order affirming, reversing, or modifying the action or decision of the STATE. This order is binding upon the COUNTY and the STATE unless an appeal is filed with the Ramsey County, MN District Court within thirty (30) calendar days of the Commissioner's order.

**11.2.3 Policy Disputes; Limited Reimbursement Guarantee.** If the ALA finds the following conditions exist:

- 1) The policy or decision has state-wide impact;
- 2) The COUNTY has identified a significant issue that poses a significant risk to the COUNTY; and
- 3) The COUNTY agrees to implement the policy or decision if the STATE reduces the risk to the COUNTY;

Then the ALA may make a recommendation to the Commissioner to direct the reimbursement of direct COUNTY costs, as described below, reasonably related to the legal risk assumed by the COUNTY for complying with the policy or direction.

Direct costs include civil damages, within tort liability limits, the costs of defense in civil litigation, the costs of appeal from district court in family, civil, and criminal cases.

## **12. General Provisions.**

**12.1 Lobbying Certification.** In conformance with federal law, the authorized COUNTY representative must review and sign either the Certificate Regarding Lobbying form (**Attachment B**) or the Disclosure of Lobbying Activities (**Attachment C**) included in this document.

### **12.2 Debarment Certification. Debarment by State or Federal Government, or any State or Federal Departments, Commissions, Agencies or Political Subdivisions.**

Pursuant to 45 C.F.R., section 92.35 and Minnesota Statutes, section 161.315, COUNTY certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal department or agency.

The COUNTY or any subcontractor must provide immediate written notice to the STATE if at any time the COUNTY or subcontractor learns that its certification was erroneous when submitted or had become erroneous because of changed circumstances.

**12.2.1 Subcontractor Debarment.** Pursuant to title 45 C.F.R., section 92.35, and Minnesota Statutes, section 161.315, the COUNTY must require certifications from its subcontractors that none of its subcontractors is presently debarred or suspended by the State or Federal Government, or any State or Federal Departments, commissions, agencies, or political subdivisions. The COUNTY'S agreement to certify all appropriate subcontractors is a material representation upon which the STATE relies in entering into this Cooperative Agreement. The COUNTY shall provide immediate written notice to the STATE if at any time it learns that any debarment certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

The COUNTY must use the appropriate certification regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion in any subcontract, including the Cooperative Arrangement, in which federal money will be or may potentially be used.

Approved Certifications regarding debarment are **Attachment D**.

**12.3 Prohibition on Weapons.** The COUNTY shall comply with all terms of the Department of Children, Youth, and Families (DCYF) policy prohibiting carrying or possessing weapons wherever and whenever the COUNTY is performing services within the scope of this Cooperative Agreement. This policy, which is located at the business location of the STATE and is available to the COUNTY upon request, is incorporated by reference into this contract. Any violations of this policy by the COUNTY or its employees may be grounds for immediate suspension of the Cooperative Agreement.

Unless otherwise directed by Ramsey County District Court Chief Judge order, the DCYF weapons provision does not apply to county attorneys and assistant county attorneys who are permitted to carry firearms in accordance with Minnesota Statutes, section 388.051, subdivision 4 which states: "*Firearms exemption. Notwithstanding section 626.84, subdivision 2, a county attorney, or an assistant county attorney appointed under section 388.10, who lawfully possesses a permit to carry a pistol*

*issued in accordance with section 624.714 may possess and carry a firearm while on duty, unless restricted by the county attorney."*

The DCYF weapons provision does not apply to peace officers, as defined by Minnesota Statutes, section 626.84, carrying or possessing weapons within the scope of their employment.

#### **12.4 Provisions of Services and Programs.**

**12.4.1 Funding Limitations.** Except as provided in state and federal statutes, the COUNTY shall perform the functions and provide the services within the limits of State and COUNTY appropriations used to match State and federal funds.

**12.4.2 COUNTY Funding.** Nothing in this Cooperative Agreement shall be construed to require the expenditure of COUNTY funds, except as specifically provided herein and authorized by the Governing Board of the COUNTY.

**12.4.3 Lawful Power and Duties.** Nothing contained in this Cooperative Agreement shall be construed to supersede the lawful power or duties of the COUNTY. The COUNTY shall carry out its responsibilities under the sections of this Cooperative Agreement through its appropriate COUNTY departments.

**12.5 Data Disclosure.** Under Minnesota Statutes, section 270C.65, subdivision 3, and other applicable law, the COUNTY consents to disclosure of its Social Security Number, federal employer tax identification number, and/or Minnesota tax identification number, to the STATE, to federal and state agencies, and to state personnel involved in the approval and payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws, which could result in action requiring the COUNTY to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities. The STATE will not approve this Cooperative Agreement unless these numbers are provided by the COUNTY.

**12.6 Liability.** To the extent provided for in Minnesota Statutes, sections 466.01 to 466.15, the COUNTY shall be responsible for any and all claims or causes of action arising from the performance of this Cooperative Agreement by the COUNTY or COUNTY agents and/or employees. This clause shall not be construed to bar any legal remedies the COUNTY may have for the STATE'S failure to fulfill its obligations pursuant to this Cooperative Agreement. The STATE's liability, if any, shall be governed by Minnesota Statutes, section 3.736.

**12.7 Voter Registration Requirement.** The COUNTY certifies that it will comply with Minnesota Statutes, section 201.162 by providing voter registration services for COUNTY employees and for the public served by the COUNTY.

**12.8 Conditions on the Parties' Obligations.** This Cooperative Agreement is contingent upon authorization of Minnesota and United States laws and any material amendment or repeal of same affecting relevant funding to, or authority of, the STATE shall serve to terminate this agreement except as further agreed by the Parties hereto.

**12.9 Governing Law, Jurisdiction and Venue.** Minnesota law, without regard to its choice of law provisions, governs this Cooperative Agreement, attachments, and



amendments and supplements thereto. Venue for all legal proceedings arising out of this contract, or breach thereof, will be in the state or federal court, without STATE waiving its sovereign immunity, with competent jurisdiction in Ramsey County, Minnesota.

**12.10 Severability.** If any provision of this Cooperative Agreement is held unenforceable, then such provision will be modified to reflect the Parties' intention. All remaining provisions of this Cooperative Agreement shall remain in full force and effect.

**12.11 Assignment, Amendments, Waiver, and Cooperative Agreement Complete.**

**12.11.1 Assignment.** The COUNTY may neither assign nor transfer any rights or obligations under this Cooperative Agreement without the prior consent of the STATE and a fully executed Assignment Agreement, approved by the same Parties who executed and approved this Cooperative Agreement, or their successors in office.

**12.11.2 Amendments.** Any amendment to this Cooperative Agreement must be in writing and will not be effective until it has been executed and approved by the same Parties who executed and approved the original Cooperative Agreement, or their successors in office.

**12.11.3 Waiver.** If the STATE fails to enforce any provision of this Cooperative Agreement, that failure does not waive the provision or STATE'S right to enforce it.

**12.11.4 Cooperative Agreement Complete.** This Cooperative Agreement contains all negotiations and agreements between the STATE and the COUNTY. No other understanding regarding this Cooperative Agreement, whether written or oral, may be used to bind either Party.

**12.11.5 Effective Date.** The effective date of this Cooperative Agreement for the payment of federal funds is first date of the quarter in which the STATE and the COUNTY obtain all required signatures under Minn. Stat. §16C.05, subd. 2.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK  
Signature Page Follows**

**IN WITNESS WHEREOF**, the STATE and the COUNTY agree to the terms and conditions of and have executed this Cooperative Agreement as of the day and year first above written, or the date that STATE obtains all required signatures under Minnesota Statutes, section 16B.98, subdivision 5, whichever is later.

**APPROVED:**

**1. COUNTY**

*Individual certifies that they are authorized to execute this Cooperative Agreement on behalf of the County.*

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

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

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

**2. MINNESOTA DEPARTMENT OF CHILDREN, YOUTH, AND FAMILIES**

*With delegated authority*

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

Printed Name: Michele Schreifels

Title: Director, Child Support Division

**3. Department of Administration**

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

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

Admin ID: \_\_\_\_\_

## ATTACHMENT B

### CERTIFICATION REGARDING LOBBYING

#### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities" (Attachment C), in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By \_\_\_\_\_  
(Signature of Official Authorized to Sign Application)

\_\_\_\_\_  
Print Name Title

For: \_\_\_\_\_  
Name of Provider County

\_\_\_\_\_  
Title of County Program



Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure.)

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DISCLOSURE OF LOBBYING ACTIVITIES  
CONTINUATION SHEET

0348-0046  
(cont.)

Reporting Entity:

Page

1

of

## INSTRUCTIONS FOR COMPLETION OF SF-LLL

## DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limit to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonable expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.



## CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

**Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion.** Federal money will be used or may potentially be used to pay for all or part of the work under the contract, therefore the prospective lower tier participant (subcontractor) must certify the following, as required by the regulations implementing Executive Order 12549.

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

### Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R., part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R., part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

**ATTACHMENT A**  
**CY 2026-2027 IV-D CHILD SUPPORT COOPERATIVE ARRANGEMENT**  
**WITH**  
**BENTON COUNTY OFFICES OF HUMAN SERVICES, BENTON**  
**COUNTY SHERIFF and BENON COUNTY ATTORNEY**

The Benton County \_\_\_\_\_ Office of Human Services (hereinafter "COUNTY") and its designated Child Support Office (hereinafter referred to as "County IV-D Agency or IV-D Agency") and the Benton County \_\_\_\_\_ Attorney (hereinafter, "County Attorney"), and the \_\_\_\_\_ Benton County Sheriff (hereinafter "County Sheriff") hereby enter into the following Cooperative Arrangement.

**RECITALS**

Whereas, the COUNTY and its County IV-D Agency, according to Minnesota Statutes, section 393.07, subdivisions 2 and 3 and through their Cooperative Agreement with the Minnesota Department of Children, Youth, and Families, are responsible for operation of child support services;

Whereas, the COUNTY is also empowered to enter into Cooperative Arrangements with the County Sheriff and the County Attorney pursuant to Minnesota Statutes, chapter 388 and Minnesota Statutes, sections 393.11 and 471.59;

Whereas, the County Attorney is willing and able to provide legal services necessary to the operation of the child support enforcement program under Title IV-D of the Social Security Act, 42 U.S.C., sections 651 through 699Bb;

Whereas, the County Sheriff is willing and able to perform activities necessary to the operation of the child support enforcement program under Title IV-D of the Social Security Act;

Whereas, the above-referenced entities enter into this Cooperative Arrangement to set forth their respective responsibilities in providing services necessary to the operation of the child support enforcement program under Title IV-D of the Social Security Act; and

Whereas, Title IV-D of the Social Security Act, Public Law 93-647, as amended, and 45 C.F.R., section 303.107 require a Cooperative Arrangement between the COUNTY and the other county entities that are a party to this Cooperative Arrangement, namely the County Attorney and the County Sheriff, in order to compensate said county entities with respect to reimbursement for costs incurred in providing services necessary to operate the child support enforcement system under Title IV-D of the Social Security Act.



NOW, THEREFORE, BE IT RESOLVED that the parties hereby agree as follows:

I. GENERAL TERMS

- A. **Duration of Arrangement.** It is agreed that this Cooperative Arrangement will commence on **January 1, 2026**, and will expire on **December 31, 2027**. The Cooperative Arrangement may be terminated earlier upon sixty (60) days written notice to all other parties. This Cooperative Arrangement shall be renewed upon written agreement of all parties.
- B. **Effective date for payment of federal funds.** The effective date of this Cooperative Arrangement for the payment of federal funds is the first date of the quarter in which the COUNTY, County Attorney, and County Sheriff obtain all required signatures.
- C. **Purpose.** The purpose of the child support program is to establish paternity and secure financial support for minor children who are living apart from one or both parents as more fully set forth in Title IV-D of the Social Security Act. In order to meet this purpose, this Cooperative Arrangement establishes procedures for the provision of services to the child support program by the County Attorney, and the County Sheriff.
- D. **Parties.** "Parties" means the COUNTY and the Cooperating Agencies. "Cooperative Agency" is defined in the Cooperative Agreement.
- E. **STATE.** "STATE" means the Minnesota Department of Children, Youth, and Families, Child Support Division.
- F. **DCYF.** "DCYF" means the Minnesota Department of Children, Youth, and Families
- G. **CSD.** "CSD" means the STATE's Child Support Division.
- H. **Duties.** The specific duties of each Party are set forth more fully below. This Cooperative Arrangement also provides for reimbursing administrative costs in accordance with federal regulations and state policy.
- I. **Amendments.** Any amendment to this Cooperative Arrangement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Cooperative Arrangement, or their successors in office. Any amendment of this Cooperative Arrangement must be sent to the DCYF' Deputy Director of the Child Support Division.
- J. **Records.** The parties will maintain all records, including financial records, related to all services provided under this Cooperative Arrangement for the longer of six (6) years following the end date of this agreement or as otherwise provided by law. Record maintenance will be in accordance with all federal, state, and local records retention policies, reporting and safeguarding requirements. Records related to services provided under this Cooperative Arrangement will be made available and subject to state and federal review and audit.

Pursuant to 45 C.F.R., section 303.2(c) staff with PRISM update access shall appropriately document case activity. For staff that do not have PRISM update access, the responsible party shall ensure that IV-D case activity is recorded by the appropriate staff. Said documentation shall include the date of action, a description of services rendered, and the result of the action.

All IV-D related contacts, actions and other appropriate IV-D case activity must be recorded as case events in PRISM by the COUNTY. "PRISM" is defined in the Cooperative Agreement.

Case records that are held or maintained by the COUNTY must be maintained pursuant to the requirements under 45 C.F.R., section 303.2(c) and referenced by a note in PRISM. The note must identify the nature of the records and the specific location of the records.

- K. ***Applicable Laws and Policies.*** All Parties will comply with Title IV-D of the Social Security Act and all applicable federal laws, regulations, action transmittals, and other directives, instructions, and requirements of the United States Department of Health and Human Services, Office of Child Support Enforcement, including but not limited to, applicable federal and state information privacy laws. All parties will comply with other applicable state statutes governing the child support program; state child support procedures; and applicable Minnesota laws and statutes.

1. Policy Dispute

The County Attorney may seek review of STATE policies through this section or through section 3.1.1 of the Cooperative Agreement, acting as the COUNTY.

a. CARC Review

The County Attorney shall be entitled to an administrative review of the STATE's interpretation of the above policies and procedures, if the CARC agrees that the difference in interpretation has a state-wide impact to multiple cases and the CARC agrees on a recommended resolution of the dispute. "CARC" is defined in the Cooperative Agreement.

b. Procedure

The County Attorney shall bring its disagreement with the STATE's interpretation to the CARC. The CARC shall decide whether to submit the dispute to the CSD Division Deputy Director. If a dispute is submitted to the STATE, it must clearly state the following information in writing: The disputed policy; exactly what part of the policy is disputed; the legal and/or policy reasons for the difference in interpretation; and a proposed solution to the differences in interpretation. The CSD Division Deputy Director and the CARC shall attempt to resolve the disagreement in an informal manner. If the CARC and the CSD Division Deputy Director are unable to reach an informal resolution of the policy dispute, the CARC may request the CSD Division Deputy Director to issue a written decision. The CSD Division Deputy Director shall issue a written decision as soon as practicable. If the CARC disagrees with the written decision, the CARC may seek mediation of the policy dispute through the Minnesota Office of Administrative Hearings (OAH). The County Attorney's office initiating the policy dispute shall be responsible for the payment of mediation fees. The decision of OAH is binding upon the COUNTY and the STATE unless an appeal is filed with the district court within thirty (30) calendar days of the OAH decision.

- L. ***Monitoring and Corrective Action.*** The COUNTY's performance, as set forth in this Cooperative Arrangement, may be monitored by the STATE as needed to ensure effective implementation of its terms and to identify problems that affect the delivery of services covered by the Cooperative Arrangement. The STATE may direct the COUNTY to develop corrective action plans as necessary to avoid fiscal sanctions, which may result if the COUNTY does not meet its obligation under this Cooperative Arrangement. The COUNTY must notify the STATE of conditions that have caused or may hinder its ability to meet its obligations under this Cooperative Arrangement. The COUNTY will develop corrective action plans and comply with them. The Cooperating Agencies agree to comply with any state or federally approved corrective action plans.
- M. ***FFP Reimbursement for Child Support Activities.*** The COUNTY agrees to comply with the provisions of 45 C.F.R., section 304.21, federal financial participation (FFP), in the costs of Cooperative Arrangements, as a condition for FFP. The COUNTY may be reimbursed for administrative expenses incurred as a result of the activities performed under this Cooperative Arrangement. Said reimbursement shall not exceed the percentage set by federal regulations or state statutes, and it may change during a given calendar year.

The STATE will send written notification to the COUNTY as soon as the STATE is officially notified of a proposed change in the reimbursement rate for administrative expenses, and the county shall notify Cooperating Agencies as soon as they are aware of any changes.

- N. ***COUNTY's Duties, Functions, and Responsibilities.*** The COUNTY is responsible for administering the program to establish paternity, establish and enforce child support, medical support, and child care support orders, and to enforce spousal support orders pursuant to state and federal law.

The COUNTY will seek reimbursement for the allowable costs incurred under the terms of this Cooperative Arrangement by appropriately reporting those costs to the STATE.

## II. Information Privacy

The requirements contained in the *Information Privacy and Security Agreement* (IPSA) that has been separately executed by COUNTY and DCYF, and any successor agreement thereto, are hereby incorporated by reference into and made part of this Cooperative Arrangement. The Parties to this Cooperative Arrangement agree that the IPSA governs the Parties' access, use, disclosure of, and responsibilities for protected information (as defined in the IPSA) administration of the Parties' administration of relating to the Title IV-D of the Social Security Act.

Additionally, the Parties agree to comply with the following provisions:

- A. ***Confidentiality.*** The information exchanged under this Cooperative Arrangement shall not be disclosed to individuals or agencies other than as provided in 45 C.F.R. sections 202.50 and 303.21, and as provided by the laws of the State of Minnesota. Information exchanged under this Cooperative Arrangement will only be used to promote or support the administration of programs authorized to share information under Title IV-D of the Social Security Act.



- B. **Data Privacy.** For purposes of executing its responsibilities and to the extent set forth in this Cooperative Arrangement, all of the Parties to this Cooperative Arrangement shall be part of the "welfare system," as defined in Minnesota Statutes, section 13.46, subdivision 1. To the extent permissible by law, each Party's employees and agents will have access to private or confidential data maintained by the other Parties to the extent necessary to carry out COUNTY's responsibilities under this Cooperative Arrangement.
- C. **Duty to ensure proper handling of protected information.** The COUNTY shall be responsible for training its employees (and employees of (a) the County Human Services Agency, (b) the County Attorney's Office, and (c) the County Sheriff's Department) who are authorized to access and use protected information collected under the terms and for the purposes specified in this Cooperative Arrangement. This responsibility includes ensuring that staff are properly trained and comply with the following:
1. The Minnesota Government Data Practices Act (MGDPA), Minnesota Statutes Chapter 13, in particular, section 13.46 (welfare data);
  2. Security and Confidentiality of Department of Public Safety Driver and Vehicle Service (DVS) data;
  3. Internal Revenue Service (IRS) procedures and safeguards for the confidentiality and security of IRS sourced data under 26 United States Code, sections 6103 and 7213, and the penalties for misuse of IRS sourced data, under 26 United States Code, sections 7213 and 7431, and 26 Code of Federal Regulations, section 301.6103(n)-1;
  4. Federal Parent Locator Service and Child Support Program information privacy and safeguards, including information derived from the National Directory of New Hires, the Debtor File, and the Federal Case Registry, and the Federal Privacy Act; and
  5. Any other applicable state and federal statutes, rules, regulations, and agreements affecting the collection, storage, use and dissemination of private or confidential information.
- D. **Minimum necessary access to protected information.** The Parties shall comply with the "minimum necessary" access and disclosure standards set forth in the MGDPA. The accessing, use, and disclosure of protected information is limited to "that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government." Minnesota Statutes, §13.05, subd. 3.
- E. **Each party shall.**
1. Maintain appropriate safeguards to prevent inappropriate access, use, or disclosure of protected information by its employees other than as provided for by this Cooperative Arrangement or as otherwise required by law;
  2. Immediately report any inappropriate access, use, disclosure, or unauthorized access to protected information not authorized by this Cooperative Arrangement of which it becomes aware;
  3. Ensure that any agents (including subcontractors), analysts, and others to whom

it provides private or confidential data, agree to be bound by the same restrictions, conditions, and training that apply to it with respect to such information;

4. At termination of this Cooperative Arrangement, extend the protections of this Cooperative Arrangement to protected information collected during the course of this Cooperative Arrangement.

**F. *Family Violence Indicator.***

Pursuant to Minnesota Statutes, section 257.70 and federal law, the COUNTY and the Parties to this Cooperative Arrangement may not release information about the whereabouts of a person, if it has knowledge that a protective order with respect to the other party has been entered, or if the COUNTY has reason to believe that releasing the information might result in physical or emotional harm to the person about whom the information is sought. Child support workers are required to safeguard the privacy of said individuals by entering a safety concern indicator in PRISM.

Protected information, which includes information stored in or accessed from the PRISM system, includes information about all case participants, including persons with privacy protection. The COUNTY and the Parties to this Cooperative Arrangement will explain the sensitive nature of the safety concern indicator to all personnel with access to case information and will comply with safeguards to protect the privacy of all parties, including individuals protected with a privacy protection indicator.

Information about protected individuals may not be published, used, transmitted, or otherwise shared, without first removing all information about location, employment or other information identifying the whereabouts of the protected individual.

**G. *Maintaining the Security of Protected Information Stored in or Accessed from the PRISM System.***

Protected information shall be stored in a place physically secure from access by unauthorized persons in conformance with DCYF Child Support Division manuals and instructions regarding computer security. The manual is found in the CSD User Documentation. County Security Officers and local agencies can access the manual on DHS-SIR at <https://www.dhssir.cty.dhs.state.mn.us/PRISM>.

The COUNTY and the Parties to this Cooperative Arrangement shall require that all personnel with access to protected information will adhere to the policies and procedures of the CSD and state statutes regarding confidentiality and computer access that are referenced in the CSD User Documentation. The CSD Division Director or his/her designee may review each staff person's access to protected information to ensure that the level of access is consistent with their job duties.

- H. *Hold Harmless for data practices violations.*** The Parties are responsible for their own acts or omissions while performing the services described in this Cooperative Agreement.

**III. PROVISION OF LEGAL SERVICES**

**A. *Duties of the COUNTY.*** The COUNTY shall:

1. Refer appropriate cases to the County Attorney as provided for in federal regulations, state law, and policy.

2. Supply the County Attorney with appropriate information as provided for and defined in the federal regulations, the IV-D Program, the State Plan for Support Collection and Establishment of Paternity under Title IV-D of the Social Security Act, and state policy in accordance with DCYF Child Support Division Program Manuals (DHS eMILO and SIR MILO) and other program instructions DCYF may release from time to time.
3. Assist the County Attorney and the courts in carrying out programs for establishing paternity and securing support for children from legally liable persons.
4. Notify the County Attorney about failures to comply with court-ordered child support and maintenance whenever legal action appears necessary.
5. Consult with the County Attorney about any issues of law that may arise should the COUNTY need legal advice or counsel.
6. Assist in the service of process when the opportunity occurs to serve process before referral to the County Sheriff or other contracted process server.
7. Reimburse the County Attorney for providing services as specified in this Arrangement to the extent these services are federally required activities and services as provided in federal regulation and the IV-D Program.
8. Take any actions necessary to assist the County Attorney in meeting the federally mandated performance standards as set forth below.

**B. *Duties of the County Attorney.*** The County Attorney shall:

1. Take appropriate legal action, including making court appearances, to carry out the IV-D Program. The County Attorney agrees that the functions performed and services provided shall be performed in accordance with Title IV-D of the Social Security Act and all applicable federal laws, regulations, action transmittals, and other directives, instructions, and requirements of the United States Department of Health and Human Services, Office of Child Support Enforcement, including but not limited to, applicable federal and state information privacy laws. All Parties will comply with other applicable state statutes governing the child support program; state child support procedures; and applicable Minnesota statutes. The County Attorney agrees that disagreements over policy and procedure shall be handled through the CARC via section I, paragraph H of this arrangement or through the procedures in sections 3.1.1 of the Cooperative Agreement between the STATE and the COUNTY.
2. Review evidence and determine the adequacy of the evidence for court action.
3. Act on behalf of another COUNTY or Tribal IV-D Program or County Human Services Department upon their mutual agreement or as provided by state law or policy.
4. Counsel and advise the COUNTY with regard to issues of law and procedure and act as legal advisor for the COUNTY pursuant to Minnesota Statutes, chapter 388. The County Attorney will refrain from acting as counsel for or providing legal advice to applicants or recipients of IV-D services.
5. Inform the COUNTY of statutory and case law changes that may affect the COUNTY in any of its child support enforcement functions.



6. With the COUNTY, notify the CSD Division Deputy Director within seven (7) calendar days of any IV-D case that is appealed to the Minnesota Court of Appeals, the Minnesota Supreme Court, or federal court by either one of the case parties or the COUNTY. The STATE will review the appeal and consult with the County Attorney and the Office of the Attorney General as necessary.
7. In coordination with the COUNTY, report to the CSD Division Deputy Director within seven (7) calendar days of becoming aware of any child support judgments that call into question the constitutionality or enforceability of child support statutes or program instructions.
8. Retain records and make reports to the COUNTY, DCYF, the court and law enforcement agencies as required by federal regulations and state policies for the effective and efficient administration of the IV-D Program.
9. Fully cooperate with the COUNTY and DCYF with respect to the monitoring and evaluating activities pertaining to this Cooperative Arrangement.
10. Dedicate the necessary staff and equipment necessary to meet the performance standards set forth below.
11. Determine whether handling any particular case would constitute a conflict of interest or otherwise be professionally improper. If so, the County Attorney may select another attorney to handle the case at the same compensation rate as provided in this Cooperative Arrangement. The County Attorney shall require and ensure that the other attorney complies with the terms and conditions of this agreement.
12. Sign off, along with the COUNTY, on any corrective action plans developed as a result of deficiencies noted during a county review.
13. Prepare pleadings, including summons, petitions, orders to show cause, motions, and other necessary legal documents. Utilize relevant PRISM documents as consistent with eFiling and eService requirements. Draft interim orders. Prepare court orders, temporary orders, and judgments as necessary.
14. Cooperate with county, tribal, and state-operated economic support agencies, and all other agencies managing or operating federal or state programs, in administering the requirements of the IV-D Program.
15. Attend, if available, relevant training sessions provided by the COUNTY or the STATE.
16. Meet with the COUNTY Child Support Deputy Director as requested regarding policy and procedural issues.

**C. County Attorney Performance Standards.** The County Attorney shall:

1. In recognition of the Family Support Act of 1988, Public Law 100-485, and the requirements of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, Public Law 104-193, the COUNTY and County Attorney will collaborate to meet the federally determined time limits for services as set forth by federal law and in accordance with Minnesota law, regulations, and policy. The federal time limits (including, but not limited to, those found at 45 C.F.R., sections 303.2 through 303.11; 303.30 through 303.31; 303.72; 303.100 through 303.102;

305.20; 42 U.S.C., sections 453A and 466(a)(10)) will be the primary standard against which performance under this Cooperative Arrangement will be measured.

2. Promptly notify the COUNTY of any actions that the COUNTY must take in order for the County Attorney to meet these performance standards.
3. Communicate with the COUNTY concerning child support cases prior to hearings;
4. Communicate, to the extent practicable, with opposing counsel prior to hearings;
5. Reserve, to the extent that it is within the County Attorney's control, the necessary time and resources necessary to effectuate the timely resolution of child support legal issues;
6. Meet all timeframes for taking legal actions and establishing and enforcing orders as set forth in the federal regulations and state policies, recognizing exigent circumstance.
7. Cooperate with the COUNTY to meet federal timeframes for IV-D Program services:
  - i. Within ninety (90) calendar days of locating the alleged father or noncustodial parent, establish paternity and establish an order for support or complete service of process necessary to commence proceedings.
  - ii. For cases in which service of process is necessary, establish paternity and establish an order for support:
    - Within six (6) months in 75% of the cases, and
    - Within twelve (12) months in 90% of the cases.
  - iii. From the date of service of process:
    - Within one hundred eighty (180) calendar days of receiving a request for review or locating the non-requesting parent, review and adjust the order or determine that the order should not be adjusted.
8. Comply with the Civil Rights Compliance standards for agencies that deliver services under Cooperative Arrangement with or sub-contracts/Cooperative Agreements with DCYF.

D. **Reimbursement to the County Attorney.** Reimbursement to the County Attorney shall be for the actual cost of providing services to the COUNTY incurred by the County Attorney's office. Payments claimed and paid shall be consistent with the requirements and prohibitions set out in Minnesota Statutes, chapter 388.

The County Attorney is responsible for assuring that the expenses claimed are in accordance with the federal regulations for claiming FFP reimbursement for activities in the child support enforcement program. Reimbursement is limited to reimbursement for activities and services that are required or allowed by law.

1. County Attorney Time: The County Attorney must track and account for attorney time expended on IV-D cases. If the IV-D program dedicates staff at 100% to eligible IV-D activities under Federal Regulations, the County Attorney may seek reimbursement for 100% of eligible staff time. For attorneys and staff that work on

eligible IV-D cases less than 100% of the time, the attorney and staff time may be accounted for in one of two ways:

- i. *Hourly Cost Method.* The County Attorney may track County Attorney and support staff time on an hourly basis; OR
  - ii. *Time Study/Salary Method.* The County Attorney may use a periodic time study to determine the proportion of time the County Attorney staff spends on IV-D Program activity versus all other activity. The office must regularly complete time studies. The study will be completed as follows:
    - a. All County Attorney staff providing IV-D Program services will complete a week-long time study each month. The study will record time spent on IV-D Program activity.
    - b. The results of each study will determine that percentage of time spent per staff person for IV-D Program services in relation to that person's total hours worked per month.
    - c. Reimbursement will be determined by applying the percentage of time determined to have been used for IV-D Program activity for an individual staff member to that individual's direct salary and benefits costs.
2. **County Attorney Costs:** The County Attorney must track and account for costs expended on IV-D cases. Direct costs must be accounted and claimed. Indirect costs may be claimed in accordance with Federal Regulations, 22 C.F.R., section 225, and OMB circular A-87, but the County Attorney, in cooperation with the COUNTY, must ensure that indirect costs are not double counted (i.e. claimed by both the COUNTY and County Attorney).

Reimbursement Estimate to the County Attorney:

The amount budgeted for eligible IV-D cases services provided by the County Attorney to the COUNTY in the budget year preceding this contract was  
\$112,270.

*Note: Estimated County Attorney costs may be calculated using the prior budgeted amount identified above, increased by a cost of living adjustment of 3% per year.*

The total estimated County Attorney costs for each of the applicable COUNTY budget years of this contract are as follows:

**2026:** total estimated cost of \$58,000  
**2027:** total estimated cost of \$59,740.00

If the estimated County Attorney costs in either of the contract years stated above are expected to exceed the budgeted amount in the preceding COUNTY budget year by more than 3%, please provide a brief explanation below.

N/A

The parties realize that the actual costs incurred and claimed by the County Attorney may exceed or stay below the estimated costs.



**E. *Reimbursement Terms to the County Attorney.***

1. The County Attorney will submit monthly statements to the COUNTY for all reimbursements requested for the services provided in this Cooperative Arrangement.
2. Upon receipt, the COUNTY shall make payment in its usual and customary manner.
3. If the COUNTY determines that the County Attorney is not meeting the terms of this Cooperative Arrangement in any way, the payment to the County Attorney will not be made until it is determined by the COUNTY that the deficiency has been corrected. These deficiencies may include failure to perform (without good cause) within the parameters of the performance standards set forth in Section III, paragraph C of this Cooperative Arrangement, and delinquent or incorrect submission of required reports, violation of federal or state law, or repeated failure to perform (without good cause) within the parameters of the performance standards and other specified requirements of this Cooperative Arrangement.

**IV. PROVISION OF SERVICES BY THE COUNTY SHERIFF**

**A. *Duties of the COUNTY.*** The COUNTY shall:

1. Supply appropriate information as provided for and defined in federal regulations and state law and policy.
2. Reimburse the County Sheriff for the provision of services as specified in this Cooperative Arrangement to the extent that those services are federally required activities and services as provided in the federal regulations and the IV-D Program.

**B. *Duties of the County Sheriff.*** The County Sheriff shall:

1. Process Service:
  - a. Upon request, provide services to the COUNTY by performing service of process in Title IV-D cases, including, but not limited to, the service of summons, complaints, orders to show cause, motions, court orders, subpoenas, warrants, and writs of attachment.
  - b. Make diligent attempts to serve legal papers on IV-D participants believed to be residing in the county.
  - c. Document all service of process and attempted service of process by providing a proof of (attempted) service in the form of a server's affidavit or certificate of service. The affidavit or certificate must state the date, time and place of service, whether the respondent was personally served. For serving a summons, the server must also endorse the summons and indicate thereon the time and date, the place and manner of service, and upon whom service was made.
2. Execution of Warrants:
  - a. Check the records for outstanding child support warrants, whenever civil papers are served on any person or an arrest is made for any reason.

- b. With due diligence, execute bench warrants, and orders for arrest or commitment in IV-D cases. If there are questions about the validity of said orders or the identity of the party, contact the COUNTY immediately.
  - c. Return all withdrawn IV-D warrants to the COUNTY.
- 3. Locate Services: Respond to COUNTY requests for location information by accessing available resources, such as the Minnesota Bureau of Criminal Apprehension, Crime Information Bureau and out-of-county and out-of-state law enforcement agents.
- 4. Security Services:
  - a. To provide a bailiff to be present at IV-D hearings as requested by the COUNTY, the County Attorney, or as ordered or directed by the court.
  - b. Upon request, provide special security service to the COUNTY and to the courts.
  - c. Escort respondents who are in custody to hearings scheduled by the COUNTY and arrange for transportation of persons arrested in other counties.
- 5. Other Services:
  - a. Provide daily jail and Huber (work release) rosters, and upon request, provide information to COUNTY about inmates' dates of incarceration, employment status, address information and any other relevant information.
  - b. Upon request, meet with the COUNTY Child Support Deputy Director regarding policy and procedural issues.
  - c. Ensure equal opportunity and equal access in service delivery. This includes the use of interpreters or procedures for acquiring translation and interpretation services when needed and the provision of reasonable accommodations or aids for people with disabilities.

**C. County Sheriff's Department Standards of Performance.**

- 1. Process Service
  - a. Execute due diligence by making at least three attempts to serve the respondent at each possible location furnished by the COUNTY. The County Sheriff may make fewer than three service attempts at a particular location, if, after attempting service, it is determined that further attempts at that particular location would be futile.
  - b. Effectuate service of process to meet due process requirements as set forth under Minnesota statutes.
- 2. Execution of Warrants
  - a. With due diligence, execute bench warrants and arrest/commitment orders in IV-D cases.
  - b. If there are questions about the validity of any warrant or the identity of the party, contact the COUNTY within ten (10) days.

- c. Return all withdrawn IV-D warrants to the COUNTY within ten (10) days of withdrawal.
- 3. Locate Services
  - a. Respond to COUNTY requests for location information by accessing available resources such as National Crime Information Center (NCIC) and the Bureau of Criminal Apprehension (BCA) and other automated resources with due diligence.
- 4. Security Services
  - a. With advanced notice, provide special security service to the COUNTY and to the courts.
- 5. Other Services
  - a. On a daily basis, provide daily jail and Huber rosters, and upon request, provide information to COUNTY about inmates' dates of incarceration, employment status, address information and any other relevant information.
  - b. Meet with the COUNTY Child Support Deputy Director as requested, regarding policy and procedural issues.
  - c. Cooperate with the COUNTY to meet federal timelines for IV-D services:
  - d. Within seventy-five (75) days of determining that location is necessary, access appropriate locate sources.
  - e. If service of process is necessary, service must be completed or unsuccessful attempts must be documented within sixty (60) calendar days of identifying a delinquency, or of locating the noncustodial parent, if location is necessary.
  - f. Comply with the Civil Rights Compliance standards for agencies that deliver services under Cooperative Agreement with the State of Minnesota Department of Children, Youth, and Families.

**D. *Reimbursement to the County Sheriff.***

- 1. The County Sheriff will be reimbursed for the actual cost of providing services to the COUNTY incurred by the County Sheriff's office. Payments claimed shall be consistent with the requirements and prohibitions set out in Minnesota Statutes, chapter 387.

The County Sheriff is responsible for assuring that the expenses claimed are in accordance with the federal regulations for claiming FFP reimbursement for activities in the child support enforcement program.

Reimbursement Estimate to the County Sheriff:

The amount budgeted for eligible IV-D cases services provided by the County Sheriff to the COUNTY in the budget year preceding this contract was

          \$0          

The total estimated County Sheriff costs for each of the applicable COUNTY budget years of this contract are as follows:

*Note: Estimated County Sheriff costs may be calculated using the prior budgeted*



amount identified above, increased by a cost of living adjustment of 3% per year.

2026: total estimated cost of \$0

2027: total estimated cost of \$0

If the estimated County Sheriff costs in either of the contract years stated above are expected to exceed the budgeted amount in the preceding COUNTY budget year by more than 3%, please provide a brief explanation below.

N/A

The parties realize that the actual costs incurred and claimed by the County Sheriff may exceed or stay below the estimated costs.

**E. Reimbursement Terms to the County Sheriff.**

1. The County Sheriff will submit monthly statements to the COUNTY for all reimbursements requested for the services provided in this Cooperative Arrangement.
2. Upon receipt, the COUNTY shall make payment in its usual and customary manner.
3. The County Sheriff is responsible for assuring that the expenses claimed are in accordance with the federal regulations for claiming FFP reimbursement for activities in the child support enforcement program. Reimbursement is limited to reimbursement for activities and services that are required or allowed by law.
4. If the COUNTY determines that the County Sheriff is not meeting the terms of this Cooperative Arrangement in any way, the payment to the County Sheriff will not be made until it is determined by the COUNTY that the deficiency has been corrected. These deficiencies may include failure to perform (without good cause) within the parameters of the performance standards set forth in Section IV.C., delinquent or incorrect submission of required reports, violation of federal or state law, or repeated failure to perform (without good cause) within the parameters of the performance standards and other specified requirements of this Cooperative Arrangement.

**V. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

**Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion.** Federal money will be used or may potentially be used to pay for all or part of the work under the contract, therefore the prospective lower tier participants (County Attorney and County Sheriff) must certify the following, as required by the regulations implementing Executive Order 12549:

**A. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.**

Instructions for Certification:

1. By signing and submitting this Cooperative Arrangement, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549 (Debarment and Suspension). You may contact the person to which this Cooperative Arrangement is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R., part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under title 48 of the C.F.R., part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph five of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under Title 48 of the C.F.R., part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**SIGNATURE PAGE FOLLOWS**



THE PARTIES HEREIN, HAVING APPROVED AND SIGNED THIS COOPERATIVE  
ARRANGEMENT, AGREE TO BE BOUND TO THE PROVISIONS SET FORTH IN  
THIS COOPERATIVE ARRANGEMENT.

**Parties:**

Benton County

NOTE: Date Stamp is included  
in Electronic Signature.

COUNTY NAME

SIGNATURE of Person Authorized to Execute  
Arrangement on Behalf of County

Edward D. Popp

Printed Name

Benton County Board Chair

Title

County Attorney Signature  
(REQUIRED ON ALL ARRANGEMENTS)

Kathleen L.Reuter

Printed Name

County Sheriff Signature  
(REQUIRED ON ALL ARRANGEMENTS)

Troy Heck

Printed Name

**Approved By:**

SIGNATURE of Director, Minnesota Child Support  
Division, Children and Family Services,  
Minnesota Department of Children, Youth, and Families

**Michele M. Schreifels**

Printed Name

10



**BENTON COUNTY BOARD OF COMMISSIONERS  
AGENDA ITEM REQUEST**

MEETING DATE 1/6/2026 ☐ REGULAR AGENDA ☒ CONSENT AGENDA  
REQUESTING DEPARTMENT Public Works

**TITLE OF REQUESTED ITEM AS IT WILL APPEAR ON BOARD AGENDA**

Alternative Method to Disseminate Bids and Requests for Proposals

Using our website, many bidders are retrieving plans and bidding specs electronically. These same bidders have learned to look to our website for notices of upcoming bid advertisements. However, current state law dictates that we advertise in the official county newspaper unless an alternative method to disseminate bids is established. Minn. Statute 331A.12 allows for counties to use their websites to advertise for bids of construction and maintenance projects. The County must adopt a resolution annually establishing the website as the alternative method of advertising. This must be done at the same meeting in which the official newspaper is designated.

The Board has adopted similar resolutions the previous several years. We successfully advertised construction projects on our website and on our online bidding site with no issues and still receive multiple competitive bids.

**ACTION REQUESTED**

Adopt attached resolution designating an alternate means of advertising bids.

**FISCAL IMPACT**

ESTIMATED COST (\$) Minimal  
SOURCE OF FUNDS Levy  
NEW / ADDITIONAL REVENUE (\$) No new revenue but \$1,000 in cost savings  
COST BUDGETED IN CURRENT YEAR? ☐ YES ☐ NO

**SUBMITTED/APPROVED**

SUBMITTER/SUPERVISOR SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_  
DEPARTMENT HEAD SIGNATURE Chris Byrd DATE 12-18-2025  
COUNTY ATTORNEY SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

☐ STATE GRANT CONTRACT/AGREEMENT NOT REVIEWED BY COUNTY ATTORNEY (GRANT RENEWAL WITH NO CHANGES IN TERMS AND CONDITIONS).

DURATION N/A PREFERRED PLACEMENT ON AGENDA N/A

BENTON COUNTY BOARD OF COMMISSIONERS  
RESOLUTION 2026 # \_\_\_\_\_

**To Use Alternative Method to Disseminate Bids and Requests**

**WHEREAS**, Minn. Statute § 331A.03 Sub. 3(b) allows a county to use its website or recognized industry trade journals as an alternative to disseminate solicitations of bids, requests for information, and requests for proposals;

**NOW THEREFORE BE IT RESOLVED** that, from this day forward, the County of Benton may use the Benton County website, <http://www.co.benton.mn.us/>, as an alternative means to disseminate solicitations of bids, requests for information, and requests for proposals for transportation related construction and maintenance projects;

**BE IT FURTHER RESOLVED** that the County shall publish a public notice in the same official newspaper of the County stating that the County will public solicitations of bids, requests for information, and requests for proposals by an alternative method and will indicate where to find the designated alternative method;

**BE IT FURTHER RESOLVED** that any dissemination by alternative means must be in substantially the same format and for the same period of time as a publication would otherwise be required under Minn. Statute § 331A.03 Subd. 3.

Approved and adopted this 6<sup>th</sup> day of January, 2026.

\_\_\_\_\_  
Chair  
Benton County Board of Commissioners

ATTEST:

\_\_\_\_\_  
Montgomery Headley  
Benton County Administrator



# BENTON COUNTY BOARD OF COMMISSIONERS

## AGENDA ITEM REQUEST



MEETING DATE January 6<sup>th</sup>, 2026

☐ REGULAR AGENDA

☒ CONSENT AGENDA

REQUESTING DEPARTMENT Sheriff's Office

### TITLE OF REQUESTED ITEM AS IT WILL APPEAR ON BOARD AGENDA

Approve contract with Midco for cable television services

### BACKGROUND INFORMATION

For the last decade or more, the Benton County Sheriff's Office received free cable television service via the franchise agreement between the City of Foley and their chosen cable television provider for the city. In their most recent negotiations with Midco, the city's chosen cable television provider, the number of free services required of Midco by virtue of their franchise agreement was reduced. The sheriff's office lost our free cable television service as a result of this reduction. This contract allows our office to continue receiving cable television services on a subscription basis for the next 36 months. These services are used by our staff throughout the office, including in the jail, and will cost \$16.98 per month.

### ACTION REQUESTED

Approve contract with Midco.

### FISCAL IMPACT

ESTIMATED COST (\$) \$203.76 per year

SOURCE OF FUNDS Sheriff's budget

NEW / ADDITIONAL REVENUE (\$) \_\_\_\_\_

COST BUDGETED IN CURRENT YEAR? ☒ YES ☐ NO

### SUBMITTED/APPROVED

SUBMITTER/SUPERVISOR SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

DEPARTMENT HEAD SIGNATURE \_\_\_\_\_

DATE 12-30-25

COUNTY ATTORNEY SIGNATURE \_\_\_\_\_

DATE 12-30-25

☐ STATE GRANT CONTRACT/AGREEMENT NOT REVIEWED BY COUNTY ATTORNEY (GRANT RENEWAL WITH NO CHANGES IN TERMS AND CONDITIONS).

DURATION \_\_\_\_\_

PREFERRED PLACEMENT ON AGENDA \_\_\_\_\_

**MIDCO  
BUSINESS™**PO BOX 5010  
Sioux Falls, SD 57117-5010

Order Date 12/18/25

Page 1 of 6

**Midco Business Service Order**

MSA #: | Account #:

**Customer Information**

**Company Name:** Benton County  
**Account Address:** 531 DEWEY ST  
**City:** FOLEY  
**State:** MN  
**Zip:** 56329-8413  
**Primary Contact:** Ericka Goebel  
(320) 968-8107  
egoebel@co.benton.mn.us

**Multiple Locations:** No**Billing Information**

**Billing Name:** Benton County - Sheriff's Office  
**Billing Address:** PO BOX 159  
**City:** Foley  
**State:** MN  
**Zip:** 56329  
**Billing Contact:** Ericka Goebel  
(320) 968-8107  
egoebel@co.benton.mn.us

**Tax Exempt:** Yes**Billing Preference:** Paper Account**Acceptance**

This Service Order supplements the Master Service Agreement at [Midco.com/legal](http://Midco.com/legal), including any Addendum, Attachments, Exhibits, or terms within Service Orders. It is also subject to terms in Midco's Annual Notice to Customers, Internet Subscriber Agreement, and Cable, Internet, & Telephone Subscriber Privacy Notice, all found at [Midco.com/legal](http://Midco.com/legal). By signing up for Midco service, Customer is opted into receiving service-related email and text communications from Midco. To opt out of this communication preference, please contact Midco.

By signing below, you agree to enroll in Midco services, which will be billed monthly, and automatically renew each month in accordance with the Term outlined in this service order, until you cancel.

By signing below, you acknowledge that you are authorized to order the services described herein and to bind the company to this contract. You have read, understand, and agree to be bound by the terms of this service order as outlined or incorporated by reference herein.

**Customer Authorized Signature**

Steven J. Heinen

**Name** (Please Print)

Board Chair

**Title****Date****Midco Authorized Signature**

Bobbi Jo Herubin-Noll

**Name** (Please Print)

Senior Enterprise Account Executive

**Title****Date**

**MIDCO  
BUSINESS™**PO BOX 5010  
Sioux Falls, SD 57117-5010

Order Date 12/18/25

Page 2 of 6

**Midco Business Service Order**

MSA #: | Account #:

**Order Details****Service Address:**581 HIGHWAY 23  
FOLEY, MN 56329-9183  
Account#: 372587801**On-Site Contact:**Ericka Goebel  
(320) 968-8107  
egoebel@co.benton.mn.us**Authorized Contact:**Troy Heck  
(320) 968-8199  
heckt@co.benton.mn.us**Account Executive**Bobbi Jo Herubin-Noll  
3206860183  
Bobbi.Herubin-  
Noll@Midco.com

Service	Qty	Monthly Recurring Charge	Total Monthly Recurring Charges	Non-Recurring Charge	Contract Type	Term
<b>Data</b>						
Midco Business Internet 25 - MidcoTV	2	\$0.00	\$0.00		New	36 Months
Midco Business Internet 25 - MidcoTV - Discount	2	\$0.00	\$0.00		New	36 Months
<b>Data Services Subtotal</b>						
Est. Network Access Charge			\$0.78			
Est. Other Taxes and Fees			\$0.05			
<b>Est. Data Taxes and Fees Subtotal</b>			<b>\$0.83</b>			
<b>Total Est. Data Services</b>			<b>\$0.83</b>			
<b>Video</b>						
Est. Local Broadcast Retransmission Fee						
<b>Video Programming Subtotal</b>						
Set Top Box	5	\$3.00	\$15.00		New	Monthly
<b>Equipment and Licensing Subtotal</b>			<b>\$15.00</b>			
Est. County Transit Sales Tax			\$0.10			
Est. State Sales Tax			\$1.05			
Est. FCC Fee						
<b>Est. Video Taxes and Fees Subtotal</b>			<b>\$1.15</b>			
<b>Total Est. Video Services</b>			<b>\$16.15</b>			
<b>Install Fee</b>						
Business Installation	1	\$0.00	\$0.00	\$499.00	New	1 Month
Business Installation Waived	1	\$0.00	\$0.00	(\$499.00)	New	1 Month
<b>Install Fee Services Subtotal</b>						
<b>Total Est. Install Charges</b>						

**Service Location Total Charges:**

581 HIGHWAY 23, FOLEY, MN

\$16.98

\$0.00

Notes:





**MIDCO  
BUSINESS™**

PO BOX 5010  
Sioux Falls, SD 57117-5010

Order Date 12/18/25

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## Midco Business Service Order

MSA #: | Account #:

### Total Charges

*Taxes, fees and assessments are monthly, estimated and will be confirmed on your billing statement. (Taxes will not be applied to tax-exempt entities.)*

Service Location	Monthly Recurring Charge	Non-Recurring Charge
581 HIGHWAY 23, FOLEY, MN	\$16.98	\$0.00
<b>Total Charges:</b>	<b>\$16.98</b>	<b>\$0.00</b>



**MIDCO  
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PO BOX 5010  
Sioux Falls, SD 57117-5010

Order Date 12/18/25

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## Midco Business Service Order

MSA #: | Account #:

### Notes:

#### TERMS AND CONDITIONS APPLICABLE TO DATA SERVICES (the "Service")

**1. Services Warranty.** Each level of Service has limits on the maximum throughput rate at which Customer may send and receive data at any time. Customer's access to the internet will be delivered to the Demarcation Point, as hereinafter defined, at the rate specified by the Service. However, once packet traffic passes the Demarcation Point out to the internet, the throughput rate experienced by Customer at any time will vary based on numerous factors, including without limitation: the number of users and/or computer stations using a single connection; computer, router and firewall configurations; internet network congestion; time of day; and the accessed website servers. THE ABOVE SERVICE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**2. Off-Net Services.** Off-Net Services may be provided to a Service Location under this Agreement that is outside of Midco's service area and/or a Service Location that is within Midco's service area but that is not readily accessible by Midco's network facilities. Customer understands and agrees that Midco, upon entering into a Service Order with Customer may, at Midco's discretion, utilize Off-Net services to deliver the Service. All Off-Net services are provided by third party service providers and may be subject to additional terms and conditions. For Off-Net services, the length of term for service at a particular Service Location will match the term Midco is able to secure with the Off-Net service provider. Fees for Off-Net services will include the cost of the Service, any fees imposed by the Off-Net provider, taxes, fees as well as any administrative or overhead expenses. Fees and expenses for Off-Net services may change without notice. Maintenance of Off-Net services is outside of Midco's control and maintenance outages may occur without notice. In the event Customer terminates Service at a Service Location where Off-Net services are being provided following Midco's acceptance of the applicable Service Order but prior to the end of the applicable term, Customer shall pay termination fees equal to one hundred percent (100%) of the monthly recurring charges remaining through the end of the term plus one hundred percent (100%) of any remaining, unpaid installation fees. Customer shall also pay any third party service provider ancillary fees incurred by Midco due to the early termination of Service by Customer.

**3. Internet Domain Names.** The Service described in the Service Order may include certain internet domain name registration and maintenance services. Customer acknowledges that such services do not include any research or determination of any sort regarding whether Customer's selection of a domain name will infringe, dilute, or otherwise violate the scope of any third party's rights in a trademark, any other type of mark, trade name, or personal or legal entity name. Customer agrees to assume any and all risks associated with Customer's selection of an internet domain name. Customer may wish to consult an attorney familiar with copyright law, trademark law and the internet domain name registration process prior to selecting an internet domain name.

**4. Acceptance Testing.** Upon completion of installation, testing and activation of each Service, Midco shall notify Customer that such Service is installed and functioning properly for Customer's use. Unless Customer transmits written notice to Midco within one (1) business day (or such other time period as noted in the applicable Service Order) that the Service is not installed and functioning properly, Customer shall be deemed to have accepted the Services as of the end of such period. In the event Customer notifies Midco within the time period stated above that the Service is not installed and functioning properly, then Midco shall, within five (5) business days after receipt of such notice, (a) commence efforts to correct any deficiencies to ensure that the Service is installed and functioning properly and deliver a new Service activation notice to Customer, or (b) confirm that the Service is correctly installed and functioning properly (along with supporting documentation). The procedure described above shall be repeated as reasonable until the Customer expressly accepts such Services or is deemed to have accepted such Services as described herein. In the event Midco confirms proper installation and functionality of the Service in accordance with this Section, then the Service will be deemed accepted as of the fifth day following Midco's original installation notice and any further failure or refusal on the part of Customer to be ready to receive the Services shall neither relieve Customer of its obligation to pay the applicable charges





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Sioux Falls, SD 57117-5010

Order Date 12/18/25

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## Midco Business Service Order

MSA #: | Account #:

and fees, nor constitute a breach or default under this Agreement by Midco. Acceptance of the Service by Customer pursuant to this Section shall not be deemed a waiver of any rights Customer may have with respect to the availability, serviceability, performance, operation or other attributes of the Service that are described elsewhere within this Agreement or the associated Service Order. Rates and charges for Service shall be set forth in the respective Service Order. Charges for additional services required for installation or use of such Services shall also be set forth on the applicable Service Order as agreed by the Parties. Billing to Customer for recurring charges with respect to Service will commence on the date on which Customer accepts or is deemed to have accepted such Services in accordance with this Section, or as otherwise stated in the Service Order. Non-recurring charges may be billed at the times designated by Midco.

**5. Demarcation Point.** The Demarcation Point shall be the point of interconnection between the Service and Customer's provided equipment located at a Service Location. In some cases, the Demarcation Point shall be the User to Network Interface (UNI) port on Midco Equipment at a Service Location.

**6. User Responsibility.** In order to utilize the Service provided by Midco, the Customer will need certain computer network equipment. It will be the responsibility of Customer to provide, operate, and maintain, all at Customer's expense, all such necessary computer network equipment. The Customer shall also be responsible for security related to the Customer's use of and access to the Service. No user access security will be provided by Midco. Midco shall not be liable in any manner to the Customer for Midco's failure or inability to detect or identify security breaches. Customer agrees to comply with Midco's Acceptable Use Policy; as such policy may be modified from time to time. The Midco Acceptable Use Policy can be accessed through the Midco website at [www.midco.com](http://www.midco.com). Customer shall not use the Service to provide access to online services that Customer hosts on Customer's computer system or to provide electronic services of any nature to any third party.

**7. Charges & Payments.** In addition to the charges specified in the Agreement or Service Order, Customer may also incur charges for usage-based services and from third party service providers that are separate and apart from the amounts charged by Midco for Service. These charges may be billed monthly in arrears and may include, without limitation, purchasing or subscribing to other offerings via the internet. Customer agrees that all such charges, including all applicable taxes, are Customer's sole responsibility. In addition, Customer is solely responsible for protecting the security of credit card information provided to others in connection with such transactions.

**8. Unauthorized Use.** Midco does not warrant or guarantee that it can prevent unauthorized use or misuse of the Service. Midco shall not be liable for any damages, including charges for Service under this Agreement that Customer may incur as a result of unauthorized use or misuse of the Service by Customer's employees, customers, contractors, agents, other third parties, or the public. Customer will remain responsible for all charges.

**9. Network Integrity.** If Midco determines in its sole discretion that action is necessary to protect its network and/or resources, Midco may take actions it determines appropriate, including: circuit blocking, port blocking, email virus scanning, denying email access or transmission, and putting limits on bandwidth and email usage. The Parties further agree that none of their respective obligations to one another under the Agreement will be affected by any such action and no Party will have any obligation to the other Party for any claim, judgment or liability resulting from such action. Unless the circuit block was prompted and necessary due to Customer's action or inaction, Customer will be relieved of all obligations to make payments for charges relating to Service for the period of the circuit blockage.

**10. Equipment Network Addresses.** In order to use the Service, Midco will provide to the Customer a non-portable TCP/IP network address(es). IP address space is a finite resource that is an essential requirement for all internet access services. Midco may provide Customer with routable IP addresses. Customer may be required to provide documented justification to receive any routable IP addresses. Any pre-existing Customer network address(es) may not be routable on the Midco network due to Midco network configuration.

**11. Data Redundancy and Backup.** Unless priced as a Customer Term in the Service Order and paid for by Customer,




**MIDCO  
BUSINESS™**

 PO BOX 5010  
 Sioux Falls, SD 57117-5010

## Midco Business Service Order

MSA #: | Account #:

Midco shall not be responsible for the redundancy or preservation of Customer data. Customer shall be responsible for preventing data loss, preparing for a possible data loss, and the creation and regular maintenance of an archive backup not stored on Midco hardware. In the event backup services are listed as a Customer Term, Midco cannot guarantee the backup process or that all data will be recoverable in the event of any failure or loss.

**12. DDoS Mitigation Product Use.** Midco uses a third-party product to monitor for Distributed Denial of Service (DDoS) attacks originating from outside Midco's network. If Customer purchases the Enhanced DDoS Mitigation product, Midco will provide a password to access the DDoS monitoring system, and Customer agrees and acknowledges that Customer will change the provided password upon first use of the same and will not provide that password to Midco or any third party. Midco will also verify Customer's username, which will have been provided to Midco by Customer during initial data collection for Customer's Enhanced DDoS Mitigation solution. From time to time, the third-party provider may make updates, replace or upgrade physical appliances and hardware, release a maintenance update, correction, bug fix, or otherwise modify its DDoS software and/or hardware (collectively, the "DDoS Updates"). Midco has no duty to notify Customer of any DDoS Updates, and the Enhanced DDoS Mitigation product may be unavailable during DDoS Updates. Customer will receive all such DDoS Updates if Customer purchases or is provided with Midco's Enhanced DDoS Mitigation product. Customer is not entitled to any options, upgrades, or future Midco or third-party DDoS products or services offered for an additional purchase. Customer acknowledges that the Enhanced DDoS Mitigation product is an on-demand solution to mitigate DDoS attacks originating from outside Midco. The Enhanced DDoS Mitigation product will not mitigate attacks that originate from another Midco customer.

**13. Static IP Configuration Fees.** Static IP configuration with Wi-Fi Pro cannot be completed remotely and Customer shall be responsible for additional installation fees if a Static IP is not requested prior to initial Wi-Fi Pro install. The timeliness of Static IP configuration is subject to Field Technician availability. During Static IP configuration, the Customer will experience downtime with their Wi-Fi network. Midco shall not be liable for any inconvenience, loss, liability, or damages resulting from such downtime which is expressly anticipated during configuration.

**14. ACKNOWLEDGEMENT.** BY SIGNATURE HEREIN, I/WE ACKNOWLEDGE THAT I/WE ARE AUTHORIZED TO ORDER THE SERVICES DESCRIBED ABOVE AND TO BIND THE COMPANY TO THIS CONTRACT. I/WE HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE TERMS OF THIS SERVICE ORDER AND THE TERMS AND CONDITIONS COVERING THIS SERVICE ORDER AS POSTED AND UPDATED AT [www.midco.com/legal](http://www.midco.com/legal)

## ADDENDUM TO MASTER SERVICE AGREEMENT

THIS ADDENDUM TO THE MASTER SERVICE AGREEMENT, updated November 2025 and found at Midco.com/legal, ("MSA") is between Benton County, Minnesota (herein "Customer"), and Midcontinent Communications (herein "Company").

The parties have entered into the MSA referenced above and desire Ratify the validity of the MSA and to amend the following sections by adding the following underlined language to the section and deleting the language indicated by a ~~strike~~through:

### 1. Service.

Subject to the terms and conditions contained herein, Tariffs on file in each state and Federal Communications Commission (FCC), and the applicable usage policies as posted on midco.com/legal, and subject to MSA: Minn. Stat. §§ 471.425, 16C.05, subd. 5, Chapter 466, Chapter 13 and other applicable State and Federal data privacy laws, Midco agrees to provide to Customer the service or services identified in the accepted Business Solutions Service Order(s) (collectively, the "Service"). Except as required by law, Service is for end-use only and may not be resold by Customer. Customer is responsible for security and all usage of Service. Wherever there exists a conflict between this MSA and the Minnesota statute(s), the statute will always control.

### 25. Legal Application.

This Agreement will be governed by the laws of the state of Minnesota and any claims hereunder shall be brought in the state or federal courts located in Minnesota without giving effect to the principles of conflict of laws. No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the Party claimed to have waived or consented. This document, Exhibits, Attachments, Service Orders, and Midco's Acceptable Use Policy (as presented on www.midco.com) represent the entire Agreement between the Parties and supersedes all prior conversations, representations, promises, and warranties (expressed or implied) made prior to or at the time of the signing of this document. This Agreement may be amended only in writing signed by an authorized representative of each Party. ~~If any action at law or equity is necessary to enforce the terms of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees, costs, and expenses, in addition to any other relief to which it may be entitled.~~ Each of Midco's rights and remedies under this Agreement shall be cumulative and additional to any other or further rights or remedies provided in law or equity or otherwise.

The Following Section 35 shall be deleted in its entirety:

### ~~32. Electronic Signature.~~

~~This Agreement shall be deemed executed by the Parties by electronic signature upon any Service Order. The Parties agree that an electronic signature is the legal equivalent of a manual printed signature on the Agreement; thus, an electronic signature is also a valid consent to be legally bound by this Agreement's terms and conditions. The Parties also agree that no certification authority or other third party verification is necessary to validate an electronic signature and that the lack of such~~



~~certification or third party verification will not in any way affect the enforceability of an electronic signature or any resulting Agreement between the parties.~~

And replaced with the following:

32. Insurance. Company further agrees that in order to protect itself as well as the Customer under the indemnity provisions set forth above, it will at all times, during the term of any service order, keep in force the following insurance:

(a) Commercial General Liability/Professional Liability: \$500,000 per individual; \$1,500,000 per incident

(b) Automobile Coverage: \$500,000 per individual; \$1,500,000 per incident

(c) Workers' Compensation Insurance.

(d) Cyber Liability Coverage: Contractor shall procure and maintain for the duration of the contract insurance covering claims arising out of its services and including, but not limited to, loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

1. *Minimum liability limits:*
  - a. *\$1.5 million per occurrence or claim*
  - b. *\$3 million aggregate*
2. *The policy shall provide coverage for breach response costs, as well as regulatory fines and penalties, and credit monitoring expenses. Limits should be sufficient to respond to these obligations.*

Customer shall include County on such insurance policies as an additional insured. Prior to the effective date of any Service Order, and as a condition precedent to this MSA, Customer will furnish county with a certificate of insurance. Customer will also provide County a certificate for each project under the agreement and when there are changes to Customer's insurance during the term of this Agreement. Any insurance policy obtained and maintained under this clause shall provide that it shall not be cancelled, materially changed, or not renewed without thirty (30) days' prior notice thereof to Customer.

Section 22(b) shall be modified to include the following language:

Midco will also agree to pay reasonable attorney's fees and costs.

Section 36 shall be modified to include the following language:

36. General Terms. Customer's use of Midco's Services is specifically subject to this Agreement, and Customer's agreement to: (a) the legal notices found at [www.midco.com/legal](http://www.midco.com/legal) (the "Legal Notices"), which may be modified by Midco from time to time in accordance with the Legal Notices and applicable law, and which are incorporated herein by reference and made part of this Agreement; and (b) applicable Midco tariffs on file with the appropriate regulatory body. The Legal Notices will not include any other Terms and Conditions or Agreements listed in the Legal Notices section unless specifically



referenced in the Order Form.

The Following Section 37 shall be deleted in its entirety:

~~Order of Precedence. In the event of a conflict or inconsistency between any Service Order and the remaining terms and conditions of this Agreement, the following is the order of precedence: 1) the applicable Service Order; 2) the Agreement General Terms and Conditions; and 3) any applicable and executed Exhibits or Attachments. To the extent that this Agreement is inconsistent with the terms of Mideo's tariffs, the terms of the tariffs shall prevail.~~

And shall be replaced in its entirety with the following language:

37. If there is any conflict in language between the MSA and any other legal notice document referenced in the MSA or a Midco Order form and this Addendum, the Addendum language will control. Statutory law will always control over both the MSA and this Addendum. All subsections of the MSA remain as written.

Additional Terms:

Midco will not collect, use or release information except as allowed by law pursuant to Minn. Stat. Ch. 13. Midco will not collect personally identifiable information on the Customer and will not sell or share Customer's data with third parties except as required to provide services.

[Signatures to follow]

Midcontinent Communications  
By: Midcontinent Communications Investor,  
LLC  
Its: Managing General Partner

Benton County

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

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

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

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

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

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

# BENTON COUNTY BOARD OF COMMISSIONERS

## AGENDA ITEM REQUEST



MEETING DATE January 6, 2025

☒ REGULAR AGENDA

☐ CONSENT AGENDA

REQUESTING DEPARTMENT County Administrator

### TITLE OF REQUESTED ITEM AS IT WILL APPEAR ON BOARD AGENDA

Appoint an Interim County Engineer

### BACKGROUND INFORMATION

Former Morrison County Engineer Steven C. Backowski has agreed to serve as Interim County Engineer while the County seeks a permanent County Engineer. Mr. Backowski has agreed to the attached employment agreement and stated hourly rate. Per the agreement, Mr. Backowski has waived County benefits, including PTO accrual.

### ACTION REQUESTED

- 1) A motion approving an employment agreement with Steven C. Backowski to serve as Interim Benton County Engineer
- 2) A motion to approve a Resolution appointing Steven C. Backowski as Interim Benton County Engineer

### FISCAL IMPACT

ESTIMATED COST (\$) \$150 per hour; estimated two days per week (but will vary based on workload)

SOURCE OF FUNDS Highway Department operating budget

NEW / ADDITIONAL REVENUE (\$) \$0

COST BUDGETED IN CURRENT YEAR? ☒ YES ☐ NO

### SUBMITTED/APPROVED

SUBMITTER/SUPERVISOR SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

DEPARTMENT HEAD SIGNATURE \_\_\_\_\_ DATE 12/24/25

COUNTY ATTORNEY SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

☐ STATE GRANT CONTRACT/AGREEMENT NOT REVIEWED BY COUNTY ATTORNEY (GRANT RENEWAL WITH NO CHANGES IN TERMS AND CONDITIONS).

DURATION 5 minutes PREFERRED PLACEMENT ON AGENDA \_\_\_\_\_



**Board of County Commissioners**  
**Resolution No. 2026-\_\_\_\_\_**

“A Resolution Appointing an Interim County Engineer”

WHEREAS, Minnesota Statute 163.07 states the county board of each county shall appoint and employ a county highway engineer; and

WHEREAS, Minnesota Statute 163.07 states the county highway engineer shall be a registered highway or civil engineer, registered under the laws of the state of Minnesota; and

WHEREAS, Benton County currently has a vacancy in the county highway engineer position:  
and

WHEREAS, Benton County will be recruiting a county highway engineer to appoint and employ on a full-time basis; and

WHEREAS, while recruiting a full-time county highway engineer the Benton County Board wishes to appoint an interim, part-time county highway engineer; and

WHEREAS, Steven C. Backowski is a registered civil engineer under the laws of Minnesota;  
and

WHEREAS, Steven C. Backowski has agreed to serve as Benton County’s interim, part-time county highway engineer.

NOW, THEREFORE, BE IT RESOLVED, the Benton County Board of Commissioners appoints Steven C. Backowski as Benton County Interim Highway Engineer effective January 7, 2026.

BE IT FURTHER RESOLVED, Steven C. Backowski’s appointment shall end upon the appointment of a full-time county highway engineer or termination of Backowski’s employment agreement, whichever occurs first.

Duly passed and adopted this 6<sup>th</sup> day of January, 2026.

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Chair, Board of Commissioners

ATTEST:

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Montgomery Headley  
County Administrator



## **BENTON COUNTY EMPLOYMENT AGREEMENT**

**THIS AGREEMENT** (hereinafter "Agreement") is made and entered into by and between **BENTON COUNTY** (hereinafter called the 'Employer') and Steven C. Backowski (hereinafter called the 'Employee').

**WHEREAS**, pursuant to Minnesota Statute 163.07, the county board of each county shall appoint and employ, a county highway engineer who shall make and prepare all surveys, estimates, plans, and specifications which are required of the engineer; and

**WHEREAS**, pursuant to Minnesota Statute 163.07, the county highway engineer shall be a registered highway or civil engineer, registered under the laws of the state of Minnesota; and

**WHEREAS**, Benton County has a vacancy in its county highway engineer position and wishes to employ an interim county highway engineer while recruiting for a full-time county highway engineer; and

**WHEREAS**, Steven C. Backowski is a registered engineer under the laws of the State of Minnesota and has been appointed Interim County Highway Engineer by the Benton County Board of Commissioners; and

**WHEREAS**, the Employer and Employee wish to document the terms and condition of employment.

**NOW, THEREFORE**, in consideration of the covenants and agreements set forth herein, the parties agree:

### **1. TERM OF APPOINTMENT.**

The Employee is appointed Benton County Highway Engineer on an interim basis. The term of this Agreement shall begin on January 5, 2026, and will continue on an at-will basis as long as mutually agreeable to the Employer and Employee. This Agreement shall be terminated subject to the notice requirements set forth herein.

### **2. DUTIES.**

The Employee shall perform duties, pursuant to Minnesota Statute 163.07, that require a licensed civil engineer and other duties as mutually agreed upon by both Employer and Employee.

### **3. COMPENSATION.**

Employee's salary shall be as follows: \$150 per hour less applicable withholdings.

### **4. HOURS OF WORK.**

Employee shall work as directed by the County Administrator. Hours worked per week are expected to be 10 hours a week or less. More than 10 hours worked in a week requires County Administrator approval. It is anticipated that the Employee's majority of work will take place on Tuesdays and Thursdays. Employee shall also be allowed to work from remote locations, including his home, as mutually agreed upon by both Employer and Employee. Employee will generally be available for work related emails, phone calls and text messages when not in the office.

## **5. BENEFITS.**

Employee has declined health, dental and life insurance benefits from Benton County. The Employer shall enroll Employee in the Minnesota Public Employer Retirement Association (PERA) as required by law.

## **6. LEAVE TIME AND HOLIDAYS.**

Employee is eligible to earn and use Earned Sick and Safe Time (ESST/Sick Leave) per Employer policy. Employee is not eligible for vacation time accrual and holiday pay.

## **7. TRAVEL COSTS.**

Employer shall reimburse Employee for mileage at the IRS mileage rate to and from his place of residence in Little Falls, MN to and from the Benton County Public Works Office. A County vehicle will be available for Employee to use while performing work duties.

## **8. TERMINATION – NO RIGHT TO SEVERANCE.**

Employer and Employee agree that this Agreement may be terminated at any time, with or without cause, upon seven (7) days' notice to the other Party. Employer and Employee agree that there will be no severance paid to Employee upon the termination of this Agreement.

## **9. INDEMNIFICATION.**

Employer shall defend and indemnify Employee pursuant to Minnesota Statutes, Chapter 466.07. Such indemnification shall not extend to criminal acts or intentional torts committed by Employee. Nothing in this paragraph shall be deemed to be a waiver by the County of any limitations on liability set forth in Minnesota Statutes, Chapter 466.

## **10. BONDING.**

Employer shall bear the full cost of any fidelity or other bonds required of Employee under any law or ordinance, as applicable.

## **11. NOTICES.**

Any notice required or permitted to be given under this Agreement shall be sufficient if in writing, and if sent by mail to the Employee's residence in the case of the Employee, or to the Benton County Administrator's Office in the case of the Employer. Notice may also be sent by email to the Employee's personal email address in the case of the Employee, or to the email address of the Benton County Administrator in the case of the Employer.

## **12. GENERAL CONDITIONS OF EMPLOYMENT.**

Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Employer to terminate the services of Employee at any time, for any reason, subject only to the provisions of this Agreement. Furthermore, nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Employee to resign at any time from Employee's position with Employer, subject only to the provisions of this Agreement.

**13. AMENDMENTS.** This Agreement shall be amended only by mutual consent of both Parties, and only in writing.

## **14. WAIVER OF BREACH.**

The waiver of a breach of any provision of this Agreement by either Employer or Employee shall not operate or be construed as a waiver of any subsequent breach by that Party.

**15. ENTIRE AGREEMENT; WAIVER.**

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, of the parties; there are no warranties, representations or agreements among the parties in connection with the subject matter hereof except as set forth or referred to herein. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision, and no such waiver shall constitute a continuing waiver unless otherwise expressly provided.

**16. GOVERNING LAW.**

This Agreement shall be construed and enforced pursuant to the laws of the State of Minnesota.

**17. SEVERABILITY.** In case any one or more of the provisions of this Agreement shall be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained in this Agreement will not in any way be affected or impaired thereby.

**IN WITNESS WHEREOF,** Employer has caused this Agreement to be signed and executed on its behalf by its Chair and Employee has signed this Agreement, this 6<sup>th</sup> day of January, 2026.

**EMPLOYER:**

**EMPLOYEE:**

COUNTY OF BENTON

\_\_\_\_\_  
Board Chair

  
\_\_\_\_\_  
Steven C. Backowski

ATTEST:

\_\_\_\_\_  
Montgomery Headley, County Administrator



# BENTON COUNTY BOARD OF COMMISSIONERS

## AGENDA ITEM REQUEST



MEETING DATE January 6, 2026

☒ REGULAR AGENDA

☐ CONSENT AGENDA

REQUESTING DEPARTMENT County Administrator

### TITLE OF REQUESTED ITEM AS IT WILL APPEAR ON BOARD AGENDA

Schedule regular meetings of the County Board for 2026

### BACKGROUND INFORMATION

At the first organizational meeting of the year, the County Board shall adopt its schedule of regular meetings for the year. Once adopted and kept on file, no further notice of meetings is required. If a change is required in the date and time of a regular meeting, it becomes a "special meeting" under the MN Open Meeting Law and a three-day posted notice is required. Also, special meeting agendas may not be amended on the day of the meeting, whereas regular meeting agendas may be amended day of.

### ACTION REQUESTED

A motion to adopt the County Board schedule of regular meetings for 2026 as presented

### FISCAL IMPACT

ESTIMATED COST (\$) \_\_\_\_\_

SOURCE OF FUNDS \_\_\_\_\_

NEW / ADDITIONAL REVENUE (\$) \_\_\_\_\_

COST BUDGETED IN CURRENT YEAR? ☐ YES ☐ NO

### SUBMITTED/APPROVED

SUBMITTER/SUPERVISOR SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

DEPARTMENT HEAD SIGNATURE \_\_\_\_\_

DATE 12/24/25

COUNTY ATTORNEY SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

☐ STATE GRANT CONTRACT/AGREEMENT NOT REVIEWED BY COUNTY ATTORNEY (GRANT RENEWAL WITH NO CHANGES IN TERMS AND CONDITIONS).

DURATION 2 minutes

PREFERRED PLACEMENT ON AGENDA \_\_\_\_\_

***Benton County Mission:  
Quality Public Service***

**BENTON COUNTY BOARD OF COMMISSIONERS**

**SCHEDULE OF REGULAR MEETINGS FOR 2026**

County Board Room - 531 Dewey Street, Foley, MN 56329

<b>Date</b>	<b>Time</b>	<b>Location</b>
January 6, 2026	9:00 AM	County Board Room, Foley
January 20, 2026	9:00 AM	County Board Room, Foley
February 3, 2026	9:00 AM	County Board Room, Foley
February 17, 2026	9:00 AM	County Board Room, Foley
March 3, 2026	9:00 AM	County Board Room, Foley
March 17, 2026	9:00 AM	County Board Room, Foley
April 7, 2026	9:00 AM	County Board Room, Foley
April 21, 2026	9:00 AM	County Board Room, Foley
May 5, 2026	9:00 AM	County Board Room, Foley
May 19, 2026	9:00 AM	County Board Room, Foley
June 2, 2026	9:00 AM	County Board Room, Foley
June 16, 2026	9:00 AM	County Board Room, Foley
July 7, 2026	9:00 AM	County Board Room, Foley
July 21, 2026	9:00 AM	County Board Room, Foley
August 4, 2026	9:00 AM	County Board Room, Foley
August 18, 2026	9:00 AM	County Board Room, Foley
September 1, 2026	9:00 AM	County Board Room, Foley
September 15, 2026	9:00 AM	County Board Room, Foley
October 6, 2026	9:00 AM	County Board Room, Foley
October 20, 2026	9:00 AM	County Board Room, Foley
November 3, 2026	9:00 AM	County Board Room, Foley
November 17, 2026	9:00 AM	County Board Room, Foley
December 1, 2026	<b>6:00 PM*</b>	County Board Room, Foley
December 15, 2026	9:00 AM	County Board Room, Foley

\* December 1<sup>st</sup> meeting also serves as the Truth in Taxation Public Meeting and starts at 6:00 PM.

County Board:  
 Scott Johnson, District 1  
 Ed Popp, District 2  
 Steve Heinen, District 3  
 Jared Gapinski, District 4  
 Pam Benoit, District 5

531 Dewey Street  
 P.O. Box 129  
 Foley, MN 56329  
 Benton County's Website:  
[www.co.benton.mn.us](http://www.co.benton.mn.us)

(320) 968-5000 Main  
 (320) 968-5329 Fax  
 (320) 968-8842 TDD  
 Email Address:  
[info@co.benton.mn.us](mailto:info@co.benton.mn.us)

**BENTON COUNTY BOARD OF COMMISSIONERS**  
**AGENDA ITEM REQUEST**



MEETING DATE 1/6/2026

☒ REGULAR AGENDA

☐ CONSENT AGENDA

REQUESTING DEPARTMENT Administration

**TITLE OF REQUESTED ITEM AS IT WILL APPEAR ON BOARD AGENDA**

Consider Software Project Agreement with Information Systems Corporation (ISC)

Implementing ISC's automated AP solution would significantly improve efficiency by digitizing the entire workflow, reducing manual data entry, and storing all documentation electronically. It would also allow departments to independently access invoice history and payment details without needing to route their inquiries through Finance, saving time for both departments and the Finance team.

**ACTION REQUESTED**

Board Approval and Chair Signature on Attached Agreement

**FISCAL IMPACT**

ESTIMATED COST (\$) \$51,011

SOURCE OF FUNDS CIP

NEW / ADDITIONAL REVENUE (\$) \_\_\_\_\_

COST BUDGETED IN CURRENT YEAR? ☒ YES ☐ NO

**SUBMITTED/APPROVED**

SUBMITTER/SUPERVISOR SIGNATURE

*Jackie Traut*

DATE 12/19/2025

DEPARTMENT HEAD SIGNATURE

*Montgomery Hendly*

DATE 12-30-25

COUNTY ATTORNEY SIGNATURE

*[Signature]*

DATE 12/19/25

☐ STATE GRANT CONTRACT/AGREEMENT NOT REVIEWED BY COUNTY ATTORNEY (GRANT RENEWAL WITH NO CHANGES IN TERMS AND CONDITIONS).

DURATION \_\_\_\_\_

PREFERRED PLACEMENT ON AGENDA \_\_\_\_\_





## Software Project Agreement

This Software Project Agreement ("Agreement") is entered into as of November 11th, 2025, by and between:

**Reseller/Contractor:**

Information Systems Corporation, Elair Brothen

3210 Fiechtner Drive

Fargo, ND 58103

(referred to as "Contractor")

**Client:**

Benton County ATTN: Jackie Traut

531 Dewey Street

Foley, MN 56329

(referred to as "Client")

Together, referred to as the "Parties."

### 1. Project Overview

Contractor agrees to deliver and implement software products and related services as described in **Exhibit A (Project Scope)**, which includes:

- 1.1. Software licensing | *Opentext AppEnhancer software, CASO ECMT workflow software*
- 1.2. Installation and configuration
- 1.3. Product Descriptions
  - *Opentext AppEnhancer*: is an Enterprise Content Management (ECM) system that helps businesses capture, manage, store, secure, and retrieve documents and information from a central hub, integrating with existing applications like Microsoft Office and Salesforce to streamline workflows for processes like accounts payable, HR onboarding, and more, offering easy deployment, role-based access, and powerful search.
  - *Opentext Intelligent Capture*: is an AI-powered platform that automates document processing by classifying, extracting, and validating data from various documents (structured, semi-structured, unstructured), integrating with business systems to streamline workflows like AP, HR, and claims processing, reducing manual work, errors, and costs, and ensuring compliance. It uses machine learning for continuous improvement and handles high volumes of paper and digital content.
  - *CASO ECMTtoolbox Workflow*: is a workflow automation and electronic content management (ECM) software suite designed to streamline business processes like onboarding, invoice processing, and work orders by using electronic forms (eForms), data capture, and integration with other systems (CRM, ERP) for efficiency, cost reduction, and improved control/auditing. It



replaces paper forms with interactive, rule-based digital versions that guide users, reduce errors, and automate data flow.

1.4. Customization or requested integrations, *may or may not be applicable*

1.5. Training and support

## 2. Scope of Work

The project description, deliverables, timelines, etc. that are outlined as of November 2025 are defined in **Exhibit A**. Any work not explicitly listed in the Scope and/or Scope changes will be considered **out of scope** and may require a written **Change Order** signed by both Parties and an updated Scope of Work will be sent to client for approval

## 3. Fees and Payment

### 3.1. Project Fees

- The Client agrees to pay Contractor according to the pricing and payment schedule in Exhibit B (Pricing & Payment Terms)

### 3.2. Payment Terms

- Invoices are due within 35 days of receipt.
- Late payments may incur a fee / monthly interest charge.
- Contractor reserves the right to pause work for overdue invoices
- This agreement is governed by the prompt payment act. Payments of obligations, past due payments and disputes of obligations for the County is governed by Minn. Stat. §471.425. The County has 35 days to pay invoices from the date of receipt. This statute also allows the County to have ten days to have the vendor correct an erroneous invoice before the payment period begins. Also, no interest penalties may accrue against the County who delay payment of the obligation due to a good faith dispute with the vendor regarding the fitness of the product or service, contract compliance or any defect, error or omission related thereto. All charges should be governed by the Minnesota Prompt Payment Act, Minn. Stat. §471.425.

## 4. Support and Annual Maintenance

### 4.1. Support Coverage

Contractor will serve as the first tier of support for all software products delivered under this Agreement. Support includes reasonable efforts to:

1. Diagnose and resolve reported issues,
2. Provide product upgrades and patches, when necessary,
3. Provide guidance on usage, end-user training and configuration, and
4. Escalate unresolved issues to the software vendor or developer when appropriate.



#### 4.2. Support Terms and Conditions

The detailed terms of Contractor's support services—including response times, covered hours, and escalation procedures—are defined in the Software Support Agreement available at: <https://www.iscimagining.com/support-agreements/>

By signing this Agreement, Client acknowledges that they have reviewed and accept the terms of that Software Support Agreement.

### 5. Implementation and Custom Work

- Contractor will make reasonable efforts to complete the project per the agreed schedule.
- Pending no alternate schedules/timelines are agreed upon by client and contractor, solution installation will be completed within 60-90 days of official project kickoff and/or receipt of order. Any delays caused by client's failure to provide information, approvals, or accesses will adjust the project timeline accordingly.

### 6. Client Responsibilities

Client agrees to:

- Provide requested access to relevant personnel, systems, and information within 7 business days of the initial request. If the requested information/client support is not met, project delays will occur.
- Review deliverables promptly and provide feedback within 14 business days.
- Maintain proper system environments as required for software operation.

### 7. Warranties and Disclaimers

- Contractor warrants that services will be performed professionally and in accordance with industry standards.
- Except as explicitly stated, **no warranties** (express or implied) are made regarding third-party software.
- Contractor is not liable for indirect, incidental, or consequential damages. Limitations on liability and damages specifically exclude indemnification and data privacy claims.

### 8. Indemnification

- 8.1. Contractor agrees to indemnify and hold harmless the County and its officers, officials, agents, volunteers and employees from any liability, claims, losses, damages, costs, judgments, or expenses, including reasonable attorneys' and other professional fees, resulting directly or indirectly from any negligent, tortious or illegal act or omission, including without limitation, professional errors or omissions by the Contractor (including its officers, employees, agents and subcontractors) arising from the performance of its services pursuant to this Agreement, and against all loss by reason of the failure of the Contractor, its agents, employees or subcontractors fully to perform all obligations under this Agreement. For clarification and not by way of limitation, this obligation to indemnify and hold harmless shall apply to all materials prepared or furnished pursuant to this Agreement, including, without limitation, claims resulting from any alleged infringement of copyright or any property right of another, and the unlawful disclosure or use of protected data or other noncompliance with the Records and Information provisions. The terms and provisions of this Section shall survive the expiration, suspension or termination of this Agreement. The County's liability is governed by Minn. Stat. Ch. 466 and other applicable law.





## 9. Intellectual Property

- Ownership of third-party software remains with the original vendor.
- Any custom configurations, scripts, or integrations developed by Contractor may remain Contractor's intellectual property unless otherwise agreed in writing.
- Client is granted a non-exclusive, non-transferable right to use such custom work solely for its internal business purposes.
- Any reports, studies, or other documents in any format prepared by Contractor in the performance of its obligations under this Agreement shall be the exclusive property of the County, and all such materials shall be remitted to the County by the Contractor upon completion, termination, or cancellation of this Agreement. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Agreement without the prior written consent of the County. This provision will survive termination of this Agreement.

## 10. Confidentiality

Each Party agrees to protect confidential information shared during the project and not disclose it to third parties without written consent, except as required by law.

**10.1. Data Privacy Clause:** *All data collected, created, received, maintained, or disseminated for any purposes in the course of the Contractor's performance of this contract is governed by the Minnesota Statute Chapter 13, or any other applicable State statutes, any State rules adopted to implement the Act, as well as Federal regulations on data privacy. The Contractor agrees to abide strictly by these statutes, rules, and regulations. The Contractor further acknowledges that the classification of data as trade secret data will be determined based on applicable law, and labeling data as trade secret data will not necessarily make it so.*

## 11. Term and Termination

- This Agreement begins on the Effective Date and remains in effect until project completion or termination.
- Either Party may terminate the Agreement for material breach if not remedied within [30] days after written notice.
- Upon termination, the Client will pay for all work completed up to the termination date.

**11.1. Without Cause Termination:** County may terminate this Agreement by providing at least thirty (30) days written notice to the Contractor. County may immediately terminate this Agreement if the County is not able to appropriate funds. If payment has been collected in excess of services provided, the excess sum shall be refunded to the County based on a pro-rata basis.

**11.2. Nonappropriation:** Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by either party in the event sufficient funds from the State, Federal or other sources are not appropriated, obtained and continued at least at a level relied on for the performance of this Agreement; and the nonappropriation of funds did not result from any bad faith on the part of the County.



## 12. Limitation of Liability

Contractor's total liability under this Agreement shall not exceed the total fees paid by the Client under this Agreement. *Limitations on liability specifically exclude indemnification and data privacy claims.*

## 13. Governing Law

This Agreement shall be governed by and construed under the laws of the State of Minnesota, without regard to its conflict of law rules.

## 14. Entire Agreement, General Amendments

**14.1. Records-Availability and Retention** Pursuant to Minn. Stat. § 16C.05, subd. 5, the Contractor agrees that Benton County, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the Contractor and involve transactions relating to this Agreement. Contractor agrees to maintain these records for a period of six (6) years from the date of termination of this Agreement. This section shall survive termination of this Agreement.

**14.2. Debarment.** Contractor certifies that it is not *prohibited* from doing business with either the federal government or the State of Minnesota as a result of any debarment or suspension proceedings. Contractor's certification is a material representation upon which the County's approval of this Agreement is based. Contractor shall provide immediate written notice to the County's authorized representative if at any time Contractor learns that this certification is erroneous or becomes erroneous due to changed circumstances.

### 14.3. Insurance and Cyber Security

Contractor further agrees that in order to protect itself as well as the County under the indemnity provisions set forth above, it will at all times during the term of this contract keep in force and provide general liability coverage required by Benton County in the stated amounts.

1. Commercial General Liability: \$500,000 per individual; \$1,500,000 per occurrence, Aggregate of \$3,000,000
2. Professional Liability: \$500,000 per individual; \$1,500,000 per incident Aggregate of \$3,000,000
3. Workers' Compensation Insurance

Contractor does not and will never store or secure County data or provide Cyber Security protection for the County. This is handled by Benton County IT Department.

Any insurance policy obtained and maintained under this clause shall provide that it shall not be cancelled, materially changed or renewed without thirty (30) days' prior notice thereof to County.

This Agreement, including all attached Exhibits, constitutes the entire understanding between the Parties and supersedes any prior agreements or understandings, written or oral. Any changes to the terms or conditions of the agreement need to be agreed to by both parties in writing.



### Signatures

Provider:

Signature: Elan Brothen

Name: Elan Brothen

Title: Pres.

Date: 12-20-25

Client:

Signature: \_\_\_\_\_

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

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

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

### Exhibit A – Project Scope

Statement of Work/ Project Charter

Ver 2, 06/17/2025

Scope of the project will be to:

Automate Benton County's Accounts Payable/Warrant Processing system for enhanced efficiencies and process transparency.

Process and Timeline:

*Project Steps (detailed timeline TBD)*

1. Preparation
2. Initial Design
3. Review and User Acceptance Testing
4. Implementation
5. Training and Production

#### Project Step Details

1. Preparation
  - o Discuss server requirements and resources





- Server hardware and Windows OS level
  - SQL access
  - Email account for OIC and workflow communication
  - Domain accounts for services and user login
  - VPN access to server
  - Review current warrant process with Auditor's Office to ensure that all steps of the process will be implemented in OIC and Workflow
    - This will be an onsite meeting to review.
  - Install Application Enhancer, OIC, and ECMT Workflow on server.
  - Identify the most common vendor invoices and acquire sample invoices.
  - Discuss interface requirements with currently utilized software platforms.
2. Initial Design
- Install stock AppEnhancer and Workflow process
  - Modify stock process for Benton County-specific requirements
  - Develop initial set of templates
3. Review and UAT
- Work with Auditor's Office staff to process a significant number of invoices through the AP / warrant processing automated system, to ensure the process meets the business process guidelines.
  - Tweak process as needed.
  - Discuss approval process and identify who the coders and approvers are, and any special routing needed for these users.
4. Implementation
- Depending on any changes needed, identified during Review and Testing, the amount of time needed for to Implementation may vary
  - Make any modifications identified during testing, and work out any bugs found
  - Set up more templates if needed
  - Configure notification process
5. Training and Production
- ISC will be onsite to do 1 – 2 days of training for:
    - Accounts Payable staff, who will be scanning and putting invoices into the system;
    - Coding users, who will be assigning accounts and amounts to be paid;
    - Approval users, who will review coding and give final approval;



- Any other user who may need to access the invoice process, such as looking up documents in Opentext ApplicationEnhancer.
- ISC will work closely with Auditor's office staff to ensure that the work is proceeding as expected.
- As of the production cut-off date, all invoices will be processed through this AP / Warrant Processing system.
- Ensure that system is working as expected and ISC receives official end user signoff from Benton County.

## Exhibit B – Pricing & Payment Terms

*½ invoice total is sent upon ordering software and ½ invoice is sent upon project completion. Maintenance terms and conditions are elaborated upon when initial invoice is sent to client.*

Product/Service Details	Price	Quantity	Total
Opentext AppEnhancer Core Package (5 CC user pack) 456-108-462 new	\$9,250.00	2	\$18,500.00
CASO ECMT Workflow Application Licenses (5 CC) 456 105 032	\$6,985.00	1	\$13,970.00
<b>TOTAL SOFTWARE INVESTMENT</b> (one time charge)		<b>\$32,470.00</b>	

Professional Services	Price	Quantity	Total
Professional Services Package #1 – <i>includes comprehensive installation, system configuration and any necessary custom development.</i>	\$265.00/hr	25	\$6,625.00
Professional Services Package #2 – <i>includes on-site development and training.</i>	\$2,500.00	N/A	\$2,500.00
<b>TOTAL PROFESSIONAL SERVICES</b> (one time charge)		<b>\$9,125.00</b>	

Annual Support and Maintenance	Price	Quantity	Total
<i>12-month maintenance and support</i> - Opentext AppEnhancer Core Package (5 CC user pack – quantity 2) 456-108-462	29% PP	N/A	\$5,365.00
<i>12-month maintenance and support</i> – CASO ECMT Workflow Application Licenses (5 CC user pack – quantity 2) 456-105-032	29% PP	N/A	\$4,051.3
<b>TOTAL ANNUAL MAINTENANCE</b> (annual fee)		<b>\$9,416.30</b>	

*\*\*Charged annually by ISC and covers basic product support/maintenance. Maintenance terms are included on invoice.*

# BENTON COUNTY BOARD OF COMMISSIONERS

## AGENDA ITEM REQUEST



MEETING DATE January 6, 2026

☒ REGULAR AGENDA

☐ CONSENT AGENDA

REQUESTING DEPARTMENT County Administrator

### TITLE OF REQUESTED ITEM AS IT WILL APPEAR ON BOARD AGENDA

Consider a recommendation of the Government Center Building Committee for a Furniture, Fixtures and Equipment (FFE) Vendor

### BACKGROUND INFORMATION

The Government Center Committee visited the two finalist FFE vendor showrooms on January 5<sup>th</sup> and obtained cost estimates on "standard" cubicle and office arrangements. Based on those visits, vendor references, furniture options, pricing and other factors, the Committee recommends \_\_\_\_\_ as the Government Center project FFE vendor.

All vendors interviewed are state contract vendors, which means that choosing any one of those vendors satisfies the statutory requirement for competitive bidding.

### ACTION REQUESTED

A motion to select \_\_\_\_\_ as the FFE vendor for the Government Center project

### FISCAL IMPACT

ESTIMATED COST (\$) \$1.5 million

SOURCE OF FUNDS Project budget (bonding and cash)

NEW / ADDITIONAL REVENUE (\$) \$0

COST BUDGETED IN CURRENT YEAR? ☒ YES ☐ NO

### SUBMITTED/APPROVED

SUBMITTER/SUPERVISOR SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

DEPARTMENT HEAD SIGNATURE \_\_\_\_\_

DATE 12-30-25

COUNTY ATTORNEY SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

☐ STATE GRANT CONTRACT/AGREEMENT NOT REVIEWED BY COUNTY ATTORNEY (GRANT RENEWAL WITH NO CHANGES IN TERMS AND CONDITIONS).

DURATION 2 minutes

PREFERRED PLACEMENT ON AGENDA \_\_\_\_\_



# BENTON COUNTY BOARD OF COMMISSIONERS

## AGENDA ITEM REQUEST



MEETING DATE January 6, 2026

☒ REGULAR AGENDA

☐ CONSENT AGENDA

REQUESTING DEPARTMENT County Administrator

### TITLE OF REQUESTED ITEM AS IT WILL APPEAR ON BOARD AGENDA

Review County Board Policy Manual

### BACKGROUND INFORMATION

Annual review of the County Board policy manual.

### ACTION REQUESTED

Review and possible revisions; motion to adopt if revised

### FISCAL IMPACT

ESTIMATED COST (\$) \_\_\_\_\_

SOURCE OF FUNDS \_\_\_\_\_

NEW / ADDITIONAL REVENUE (\$) \_\_\_\_\_

COST BUDGETED IN CURRENT YEAR? ☐ YES ☐ NO

### SUBMITTED/APPROVED

SUBMITTER/SUPERVISOR SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

DEPARTMENT HEAD SIGNATURE \_\_\_\_\_

DATE 12/24/25

COUNTY ATTORNEY SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

☐ STATE GRANT CONTRACT/AGREEMENT NOT REVIEWED BY COUNTY ATTORNEY (GRANT RENEWAL WITH NO CHANGES IN TERMS AND CONDITIONS).

DURATION 10 minutes

PREFERRED PLACEMENT ON AGENDA \_\_\_\_\_

Benton County Board of Commissioners  
Policy Manual  
Revised August 1, 2025

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## 1. Organization of County Government

### ▪ *County Board as Governing Body*

State law recognizes the County Board as the governing body of Minnesota counties. County Boards exercise this authority in various ways. For example, the County Board sets the budgets for all Departments and functions of County government. Boards approve all contracts for every Department, including those headed by other Elected Officials. Most counties operate under Personnel Policies adopted by County Boards and applicable to all employees of the County, with the exception of Elected Official Department Heads. Boards enact local ordinances, which are essentially County law. Ordinances can regulate a wide range of activities within the County and provide for criminal penalties for violations.



The structure of County government can vary based on local decisions to make certain positions appointed, whether authorized by special legislation or done under the authority of existing state law. Figure 1 on the following page shows the current structure of Benton County government. **Blue boxes** show Elected Officials. **Yellow boxes** show Department Head positions directly appointed by the County Board. County Sheriff and County Attorney remain elected positions, which is true of all counties in Minnesota. Our Auditor-Treasurer is also an elected position, while the County Recorder function is now appointed. Benton County received special legislation in 2017 to make the Recorder function appointed. Those functions are now vested with the Land Services Director and carried out by the Recording Division within Land Services. **Green boxes** show other positions whose appointment is a function of state statute.

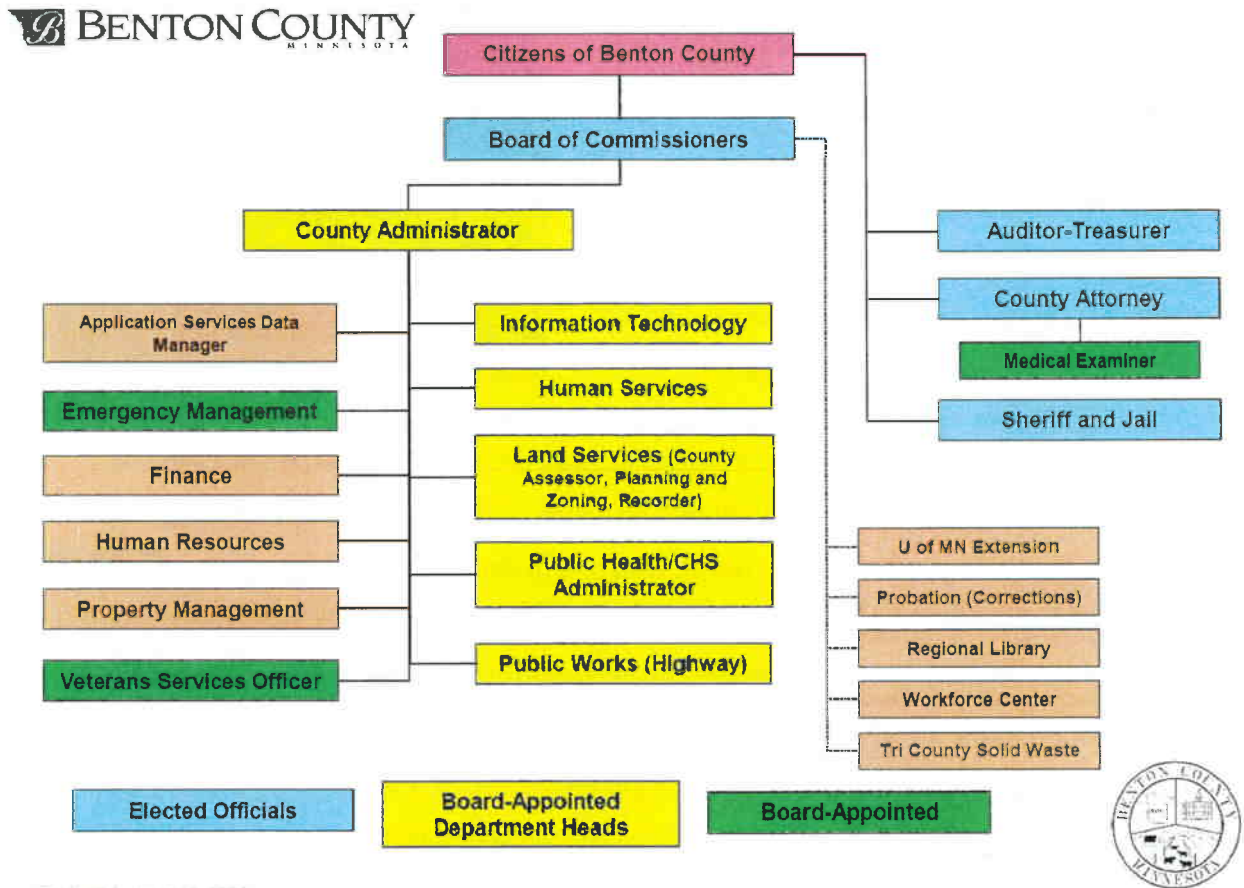
### ▪ **Elected Officials**

As noted above, Sheriff, County Attorney and Auditor-Treasurer remain as elected positions in Benton County. Questions often arise regarding the authority of County Boards over these elected Department Heads. In general, Minnesota law provides these elected officials with substantial discretion over the management of their respective Departments. These elected officials are considered the “hiring authorities” for their Departments, so they decide who to hire, terminate or promote. County Boards set the annual budgets for Elected Official Departments. And, the County Board sets the salaries for



these Elected Officials. In addition, the Board must approve contracts, can adopt Personnel Policies and ratifies labor agreements covering Elected Official Departments.

Figure 1.  
Benton County Organization Chart  
January 2024



▪ **Appointed Department Heads and Other Board-Appointed Positions**

The County Board directly appoints the following positions: County Administrator, Information Technology Director, Human Services Director, Land Services Director, County Assessor, Public Health Director/Community Health Administrator, County Engineer (Public Works Director), Emergency Management Director and Veterans Services Officer. These appointments are a direct function of the County Board based on various individual state statutes covering these positions. Each position is consider “at will” and serves at the pleasure of the County Board. However, County Assessor and

County Engineer by statute are appointed to four-year terms and can be removed from their positions only for “gross negligence.” Also, the Veterans Services Officer has veterans protections in state law.

## **2. Managing day-to-day county functions**

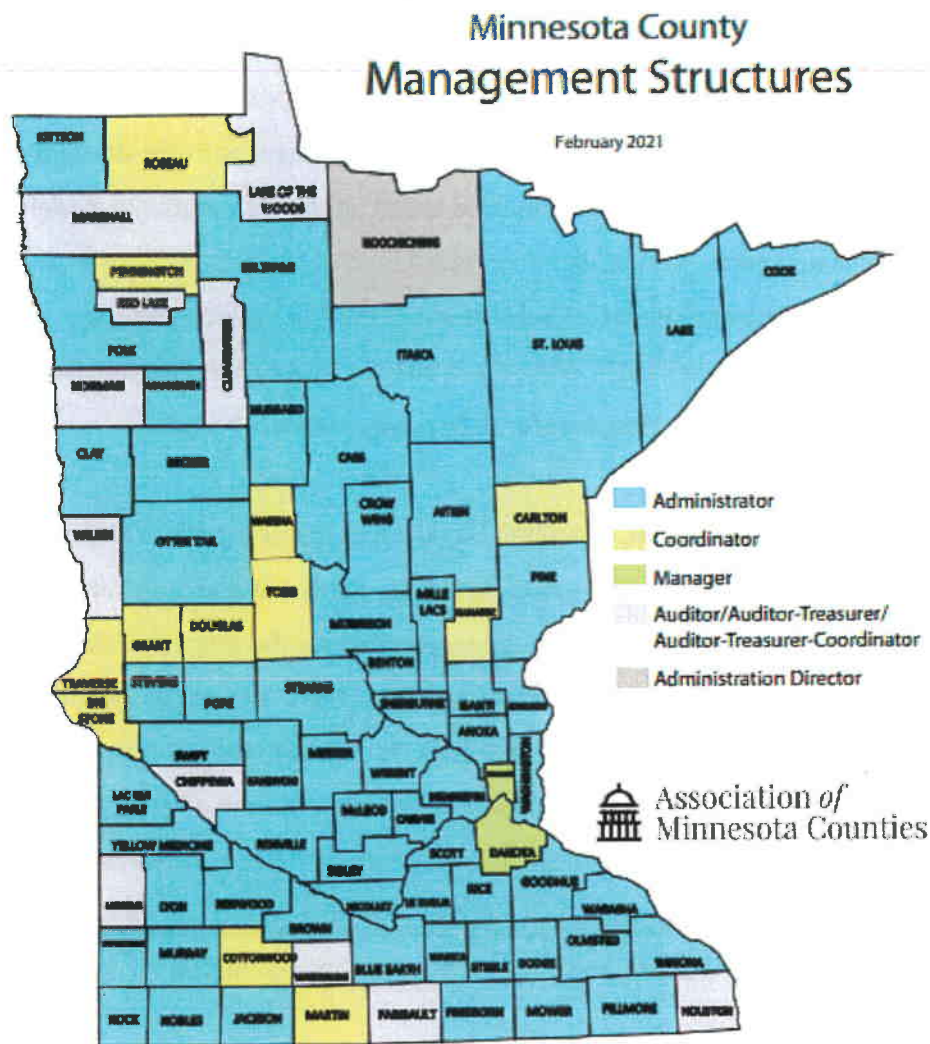
County Board involvement in the daily functions of county government will vary substantially from county to county. To some extent that involvement is based on the organizational model chosen by the County for its daily management. According to the Association of Minnesota Counties, 64 counties have adopted the County Administrator model. Twelve counties have County Coordinators. Ramsey and Dakota follow the County Manager model, while the remaining counties (mostly smaller counties) rely upon the County Auditor or Auditor-Treasurer for daily management functions.

- *County Administrator*

Under the County Administrator model, *appointed* Department Heads are under the general supervision of the County Administrator. To cite MN Statutes §375A.06, the County Administrator is considered “the administrative head of the county and shall be responsible for the proper administration of the affairs of the county placed in the administrator's charge.” Further, “the administrator shall exercise general supervision over all county institutions and agencies and, with the approval of the county board, coordinate the various activities of the county and unify the management of its affairs.” Benton County adopted the County Administrator model in 2003. The primary difference between Administrator and Coordinator is that all appointed Department Heads report directly to the County Board under a Coordinator model. Figure 2 on the following page shows current organizational models used by the 87 counties.

Given the general nature of MN Statutes §375A.06, County Boards have wide discretion in the duties and authority they vest with the County Administrator. Here in Benton County, the County Board retains the authority over hiring and termination of appointed positions. The Board remains involved in annual performance evaluations for the appointed Department Heads. The County Administrator position exists to relieve the County Board of the burden of daily management of County business. The Administrator is charged with carrying out Board direction, implementing Board policies, representing the County when authorized by the Board and fulfilling all other responsibilities and expectations set forth by the Board.

Figure 2. County Organizational Models (Association of MN Counties)



#### ▪ Department Heads

Under the County's Personnel Policies, certain positions are defined as "Department Heads" and are thereby excluded from the jurisdiction of the Personnel Policies. Generally, this means Department Heads are considered "at-will" employees, serve at the pleasure of the County Board and have no grievance rights through the Personnel Policies. The following positions are considered Department Heads: County Administrator, Information Technology Director, Land Services Director, Human Services Director, Public Health Director/Community Health Administrator and County Engineer (Public Works Director). Positions such as Human Resources Director and Property Management Director are not considered Department Heads.



### 3. Meetings of the County Board

County Boards meet under conditions established by the Minnesota Open Meetings law (MN Statutes Chapter 13D). County Boards can meet in the following three ways: 1) in a regular meeting, 2) a special meeting and 3) in an emergency meeting. Also, as described below, County Boards may conduct meetings remotely under limited conditions established in Chapter 13D and County Board policy.

- *Regular meetings*

Under Minnesota law, County Boards are required to meet on the first Tuesday following the first Monday in January. Otherwise, all other meeting dates are left to the discretion of the County Board. Many counties meet twice per month, while some meet three times per month. Boards can meet in locations other than the County seat. Also, state law does not prescribe the time of day a Board meets. Traditionally, the Benton County Board meets at 9:00 a.m. on the first and third Tuesdays, but it could meet in the evening or on other days. A schedule of regular meetings for the year must be adopted at the initial meeting in January and posted at the County. No further posted notice is required.

- *Special meetings*

Circumstances may require a County Board to meet at times other than its regular meetings. A time-sensitive matter may require Board action sooner than the next regular meeting, or the Board may choose to move a regular meeting to another date and time, making the new meeting a “special meeting.” To hold a special Board meeting, the County must post a notice three days prior to the meeting. We must also send the notice out to any organization or person who has requested to receive such notices. This listing typically includes local news media. A special meeting carries one other important distinction from a regular meeting: the meeting notice must include the purpose of the meeting (in addition to date, time and place). Since the purpose of the meeting was established in the posted meeting notice, the special meeting agenda may not be amended when the meeting begins.

- *Emergency meetings*

On rare occasions, the County Board must meet to take action on an urgent matter, generally when the failure to act could result in substantial financial harm to the County. Examples include natural disasters



or state government shut-downs. In the instance of an emergency situation, the County Administrator would consult with the Board Chair and County Attorney to determine if an Emergency meeting should be called. If one will, the County must post and transmit a meeting notice at the earliest opportunity.

- *Committee of the Whole (COW)*

The Benton County Board often meets in work sessions we refer to as Committees of the Whole (COW). This term originates in Minnesota Statutes §375.06, which describes that committees of the board may be comprised of all of its members. Historically, the Benton County Board has used COWs for informal discussions of topics requiring more time than available during a regular Board meeting. COWs can be used to provide Board feedback to Departments on proposed ordinances, road plans, the County budget and levy, and other significant matters in advance of formal Board action at a regular Board meeting. By custom, the County Board has not used COWs to take formal action on any subject and instead reaches consensus and provides direction to County staff. Technically, a COW is considered a special Board meeting, which requires a three-day posted notice, including the date, time, place and purpose of the meeting. And like a special meeting, the agenda may not be amended.



- *Remote participation in Board meetings*

Minnesota's open meeting law permits members of public bodies to participate in meetings remotely, under certain conditions. Those conditions can be found in MN Statutes §13D.02, as amended by Laws of 2025, Chapter 39. County Board members may participate in Board meetings from a non-public location subject to the following conditions:

- a. Board members may participate remotely not more than four times per calendar year for regular County Board meetings, and not more than four times per calendar year for Committee of the Whole meetings. Additional remote participation for health-related reasons may be permitted, with the approval of the County Board. (Board policy)
- b. All Board members must be able to hear and see each other (Statutory)

- c. At least one Board member must be physically present at the regular meeting location (Statutory)
- d. All votes must be by roll call (Statutory)
- e. The names of Board members who may participate remotely must be published with the meeting agenda not less than three days prior to the meeting date. (Statutory)



#### 4. Meeting Procedures

- *Quorum*

As a public body, County Boards may conduct business only when a majority of its members are present (MN Statutes §357.07). Most County Boards have five members, so three members comprise a quorum. For any motion to pass, a majority of the Board then in office must vote in the affirmative. A Board meeting could occur with just three members present, but for a motion to pass all three members must vote to approve.

Questions sometimes arise about whether a gathering of three or Board members constitutes a public meeting of the County Board and consequently requires a posted meeting notice. A general “rule of thumb” is that any meeting in which “county business” is discussed and will be attended by three or more Board members constitutes a public meeting. Meetings that are purely social in nature do not require a posted meeting notice. However, Board members should refrain from discussing County matters at such meetings.

- *Creating the meeting agenda*

The County Administrator’s Office is responsible for preparing the agenda for all Board meetings. Approximately one week prior to each regular County Board meeting the Administrator’s Office requests agenda items from County Departments. The Administrator’s Office does not determine what items will or will not appear on a County Board agenda. On occasion the Administrator’s Office will suggest an appropriate placement on the agenda (e.g., consent agenda vs. a regular agenda item) or may adjust the time allotted to an item. County Board members can also place items on the agenda by contacting the Administrator’s Office. Agendas for regular meetings follow this format:

1. Introductory items; roll call and approving/amending the agenda



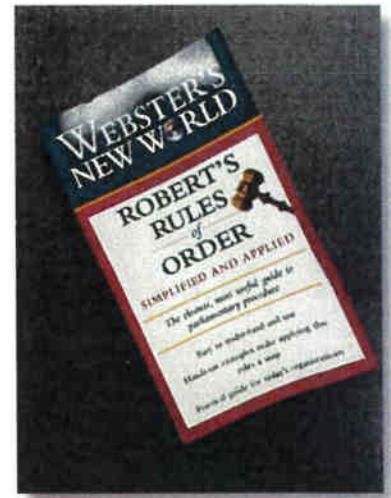
2. Open forum; time set aside for the public to make comments on issues of concern; no Board action but potentially follow-up assigned to the relevant Department
3. Consent agenda; routine, recurring items such as Board minutes, contract renewals with no substantial changes in cost or terms, Board/Commission appointments and recurring grant awards.
4. Regular agenda items; typically new and substantive action items requiring greater time for staff presentations and Board members questions; this section of the agenda may also include Public Hearings
5. Commissioner meeting updates; Board members share information and updates on meetings of other Boards, Commissions or Committees in which they are Benton County's designated representative
6. Comments by Commissioners (formerly "Commissioner Concerns"); time set aside for Board members to introduce a new topic or raise a concern; no action take but potentially follow-up assigned to the relevant Department
7. Set Committees of the Whole; scheduling work sessions or other meetings in which three or more Board members will attend and "county business" may be discussed; also, when the County Board formally designates meetings as a "Committee of the Whole," attendance at the meeting is thereby eligible for per diem (see more discussion about per diem in Section



- *Parliamentary procedures*

The County Board strives to conduct its meetings in an orderly manner, respecting the rights of members to participate, speak on issues and vote. While not required by law, the Benton County Board follows “Roberts Rules of Order” when conducting its meetings.

Generally, Roberts Rules place the Chair in the position of managing the meeting, keeping discussion focused on the issue at hand, recognizing members who wish to speak and bringing matters to some form of conclusion. Members wishing to speak should first obtain the acknowledgement of the Chair.



A full discussion of Roberts Rules of Order is beyond the scope of this Board policy manual. Board members should be familiar with Roberts Rules of Order. Should questions arise during a meeting regarding the application of Roberts Rules, the County Administrator can advise the Board or otherwise research Roberts Rules and respond at a subsequent Board meeting. For purposes of this Policy Manual, the following are key points of Roberts Rules:

- ✓ The Chair may not limit debate as long as any member wishes to speak; however, debate can be ended by motion and second of the members, and must be approved by a 2/3<sup>ds</sup> vote; such motions are not debatable
- ✓ A Chair is not prohibited from making motions; Roberts Rules state that in large Boards a Chair should not make motions and should instead focus on managing the meeting
- ✓ Motions to table an item until later in the meeting are not debatable; motions to postpone action on an item until some date in the future are debatable
- ✓ Motions to amend a primary motion should be voted on prior to a vote on the primary motion.

- *Closed sessions of the County Board*

County Boards may close their meetings to the public under limited conditions set forth in Minnesota Statutes Chapter 13D. It is important to clearly establish in the motion to close the meeting the statutory basis for a closed meeting and commit to the record other facts supporting the reason for conducting a closed session. Below is a summary of permissible reasons to conduct a closed session:

1. To discuss labor negotiations strategies

2. To discuss offers on real property
3. To discuss threatened or pending litigation with attorney (attorney-client privileged information)
4. To evaluate the performance of an employee subject to County Board authority (but may be opened by the employee who is the subject of the meeting)
5. For preliminary consideration of allegations or charges against an employee subject to County Board authority
6. To discuss: (1) data that would identify alleged victims or reporters of criminal sexual conduct, domestic abuse, or maltreatment of minors or vulnerable adults; (2) active investigative data as defined in section 13.82, subdivision 7 or internal affairs data relating to allegations of law enforcement personnel misconduct collected or created by a state agency, statewide system, or political subdivision; (3) educational data, health data, medical data, welfare data, or mental health data that are not public data; or (4) an individual's medical records.
7. To receive security briefings and reports, to discuss issues related to security systems, to discuss emergency response procedures and to discuss security deficiencies in or recommendations regarding public services, infrastructure and facilities, if disclosure of the information discussed would pose a danger to public safety or compromise security procedures or responses.



All closed sessions of the County Board must be audio recorded, with the exception of those conducted under #3 Attorney-Client privilege.

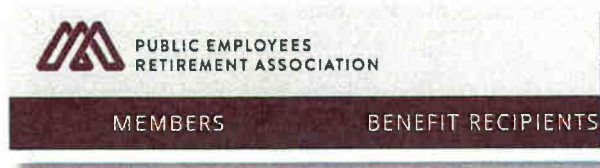
## **5. Board member compensation and benefits**

### **▪ Salary and Benefits**

Board members receive an annual salary set by the County Board. Minnesota Statutes §375.055 requires County Boards to set Board salaries annually by Resolution. Any change in salary will be effective January 1<sup>st</sup>. State law does not prescribe a methodology for setting Board member salaries. Instead, Boards may follow whatever practices the Board considers reasonable and appropriate. Factors historically considered include Board salaries in comparative counties, general wage increases adopted for County employees and overall County budgetary conditions.



Under Minnesota Statutes §375.055, Subdivision 5, Board members are eligible to participate in the County's group health insurance plan. Board members receive a County contribution towards their insurance at the same rate provided to non-union employees. County Board members may also participate in the Minnesota Public Employees Retirement Association (PERA) Defined Contribution plan. Participation is voluntary and can be terminated at any time. If chosen, PERA withholds 5% from the Elected Official's compensation for investment in the PERA Defined Contribution plan. The County matches that 5%.



- *Per Diem*

Board members may receive a per diem when attending a meeting formally recognized as a County function. This recognition occurs in two ways: 1) when the County Board adopts its "Boards and Commissions" assignments at the first Board meeting in January; and 2) when the Board adds meetings to the Committee of the Whole listing during regular meetings throughout the year. It is worth stressing that per diem may be claimed in only these two instances. Attending meetings of other groups not listed as a County-approved meeting do not qualify. Also, an individual Board member meeting a constituent at the constituent's property does not qualify. Board members may find they have two or more meetings on one day, but may claim only one per diem for that day.

The per diem rate is set by the County Board annually by Resolution. Under MN Statutes §375.055 Board members may not receive a per diem for service on "the board of auditors, the board of equalization, or the canvassing board." Also, by Resolution Board members do not receive a per diem for attending regular and special meetings of the County Board.

- *Expense reimbursement*

Board members are eligible for the reimbursement of reasonable and customary expenses associated with their service on the County Board. Examples include mileage for driving to County functions, meals at such functions, parking, hotels and airfare. Ideally larger expenses such as hotels and airfare will be reserved by the County and paid directly by the County, avoiding the need for reimbursements.

The conditions of Board member expense reimbursement are set forth in the annual Resolution adopted by the Board that establishes the per diem rate. This Resolution provides that mileage reimbursement

shall be at the current IRS business mileage rate. The Finance Department within the County Administrator’s Office will provide Board members with the current IRS mileage rate. Further, the Resolution states that dollar amounts for meal reimbursements shall follow the County’s Personnel Policies. The Finance Department will provide Board members with forms for submitting per diem and expense reimbursement claims.

**6. Overview of County Board Statutory Duties**

The section provides a general description of the major statutory responsibilities of County Boards. A detailed accounting of all County Board statutory responsibilities is outside the scope of this Policy Manual. Questions regarding Board responsibilities should be posed to the County Attorney’s Office. This overview will focus on the following major areas of Board responsibilities: 1) financial, 2) health and welfare, 3) roads, 4) public safety and emergency management and 5) general County administration.

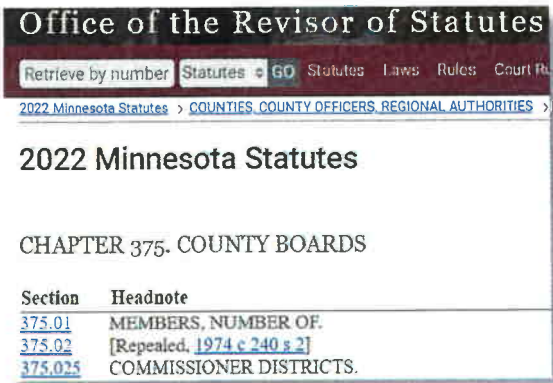
▪ *Financial*

County Boards are vested with financial management of the County through various statutory responsibilities. Those responsibilities include: 1) setting the County budget and property tax levy, 2) arranging for the creation and publication of the County’s annual financial statements, 3) arranging for the annual external audit of the financial statements, 4) reviewing and approving the County’s five-year capital improvement program, including the road program, 5) authorizing the issuance of debt (bonds) to finance capital projects, and 6) reviewing revenue and expenditures during the year through regular reports provided by the County

Administrator’s Office and taking corrective action as necessary. The County Board can also exercise indirect influence over County spending through its approval of all contracts for goods and services.

▪ *Health and welfare*

The County Board also functions as the social services and public health boards for the County. As the social services board, the County Board must administer a wide range of State-mandated social services programs. Examples include out-of-home placement, adult and children’s mental health services, substance abuse services, child protection, child support enforcement and adult/elderly services. In most instances, the County does not provide direct services. Instead, the County connects residents to



contracted service providers through screening and case management. The County also administers State supportive services, including cash assistance, food support, child care and rental assistance. Funding for client services and program administration is derived from a combination of federal funds, state funds and County levy dollars.

Mandated public health functions vested with counties are more limited. Examples include the responsibility under MN Statute §145A.04 to "investigate, report and control communicable diseases." Also, local public health boards also required to "remove and abate" public health nuisances. Under MN Statutes §256B.0655, personal care assistant (PCA) assessments shall be conducted by a county public health nurse or by a certified public health nurse under contract with the county. MN Statutes §145A.04, Subdivision 2 permits but does not require a county to establish a public health department. Public health functions other than disease control, nuisance abatement and PCA assessments are not mandated (optional services include health education, car seat clinics, child/teen checkup, maternal/child health and dental varnishing). Grant sources offset approximately 80% of the cost of public health, with the balance covered by levy dollars.

- *Roads*

Minnesota Statutes §162.02 requires counties to construct, improve and maintain the county state-aid highway system (per this section, the MNDOT Commissioner shall determine what roads constitute the county state-aid system). In addition, the County Board is responsible for the County road system (those roads numbered above 33). MN Statutes §163.02 prescribes that "county highways shall be established, located, relocated, constructed, reconstructed, improved, maintained, revoked, or vacated by the several counties." MN Statutes §163.07 requires a County Board to appoint a Highway Engineer, while MN Statutes §389.011 requires the County Board to appoint a County Surveyor.





- *Public safety and emergency management*

In general, public safety functions are vested with the elected County Sheriff. County Boards approve the number of deputies a Sheriff has, plus the Board approves the budget and contracts for the Sheriff's Office. A significant role held by County Board in public safety is the provision of a County jail. MN Statutes §373.05 requires each County to provide at the County seat a "suitable and sufficient" jail (County Board's may create regional jails under Chapter 641).

MN Statutes §387.11 places the County jail under the control of the Sheriff (except regional jails). Thus, day-to-day operations of the County Jail are the responsibility of the Sheriff. The County Board is responsible for facility maintenance, Jail capital projects and utilities (e.g., heating and cooling).



Responding to emergency events in the County falls to the County Board through its Emergency Management Director. MN Statutes §12.25 requires each political subdivision of the State (except Townships) to have a "local emergency organization." Each County must appoint an Emergency Management Director and one or more Deputy Directors. General emergency management responsibilities include developing and maintain various emergency response plans, conducting training for County staff and other jurisdictions within the County and coordinating the County's response during an actual emergency events.

- *General County administration*

In addition to the preceding specific duties, County Boards hold the responsibility for the general administration of County operations. Examples include:

- ✓ The County Board controls all County facilities and is responsible for maintenance, repairs and daily cleaning
- ✓ The County Board is responsible for any facility planning to accommodate the County's future space needs
- ✓ Employee conduct is governed by Personnel Policies adopted by the County Board; those policies set forth the compensation and benefits of non-union employees and cover aspects of employee conduct not prescribed in labor agreements

- ✓ The County Board determines the number of employees for all County departments, including those headed by Elected Officials
- ✓ The County Board negotiates labor agreements with the County's collective bargaining units; such agreements establish pay and benefits for union employees, along with other terms and conditions of employment
- ✓ The County's information technology systems are provided by the County Board, to include the acquisition of hardware and software, and providing IT staff to support all departments.

- *Conflicts of interest*

Legal conflicts of interest for County Board members are defined in various Minnesota statutes. Board members with questions about conflicts of interest should consult with the County Attorney's Office since each case will be fact-specific. In general, the County may not enter into contracts to purchase goods or services from a company in which a Board member has a direct or indirect financial interest. Direct would mean the Board member owns or works for the company in question. Indirect means the Board member's spouse or close family member owns or works for the company. State statutes allow for certain exceptions, so if in doubt it is important to consult legal counsel and then disclose any potential conflicts of interest to the County Board. It is important note that abstaining from a vote on a contract may not be sufficient to satisfy the statutory conflict of interest test.



Board members may from time to time be offered a complimentary meal or gift by a current or prospective vendor. State law prohibits public officials from accepting gifts. However, items of insignificant value such as a pen (or cowbells) are acceptable. Accepting a free meal is prohibited, unless the Board member is appearing at a meeting as part of the meeting program. Plaques acknowledging service to an organization are acceptable as gifts. Consult with County Attorney if in doubt. Of course the safest route to avoid any appearance of impropriety is to decline gifts.

- *Appointments to boards and commissions*

County Board members serve on numerous boards and commissions, many of which are external to the County. Those organizations classified as Joint Powers Organizations (JPO) require a County Commissioner as a member. The general concept behind JPOs is that they are created to jointly provide

a service or function that one County would otherwise provide on its own. Examples of JPOs locally include the Great River Regional Library and the Tri-County Solid Waste Commission. County Board members serve terms set forth in the JPOs enabling Joint Powers Agreement and bylaws.

County Board members have been invited over the years to join the boards of other external organizations. Also, some appointments occur by virtue of the County being a member of the external organization. One such example would be the Association of Minnesota Counties and the appointment of County Board members to its various Policy Committees. The County's membership in the Benton Economic Partnership is a local example. With other Boards like Retired and Senior Volunteer Program or Tri-County Action Program, Board members have been invited to sit on the organization's governing Board. Many such organizations have ties to the County as service providers to County residents and clients.

The County Board historically has reviewed appointments to the various boards and commissions at the first regular meeting in January. In most cases, one Board member is appointed as the primary Benton County representative to the board or commission. Usually, the Board also appoints an alternate to provide representation when the County's primary appointee is unable to attend. The Board member appointed as an alternate should attend only when contacted by the primary appointee, thereby avoiding any potential quorum situations or confusion regarding who will be voting for Benton County.

Newer County Board members have posed questions about how appointments are made to boards and commissions. The most prevailing factors historically have been Board member seniority and subject matter preference. Otherwise, no Joint Powers Agreements or the bylaws of external boards and commissions stipulate which County Board member will be appointed to serve. In some cases, an external board may deal with only rural issues, or conversely urban issues, so that geographical focus can tend to align certain County Board members with that external board. Overall, the County Board strives to achieve a fair and reasonable distribution of board and commission appointments among the County Board, recognizing the significant time investment such appointments can carry.



## **7. Board member code of conduct**

The County Board recognizes that each member is an independent Elected Official, accountable to the voters of each member's respective Commissioner District. As such, adhering to this Board member Code of Conduct is voluntary. By adopting this Code of Conduct, the County Board desires that all Board members will make a good-faith effort to follow it.

### **Benton County Board Code of Conduct**

1. During meetings of the County Board we will follow Roberts Rules of Order, respecting the role of the Chair to manage the meeting and acknowledging the right of every Board member to be heard
2. We will arrive to County Board meetings in time for the gavel and will be prepared by reading meeting packet materials prior to the meeting
3. Regarding all external boards and commissions to which we are appointed, we will adhere to the same meeting standards as we would for our County Board meetings
4. Board members may choose to attend meetings of other organizations beyond those set forth in the official boards and commissions appointment listing; Board members attending such meetings should establish with the organization that the Board member is present as a private citizen and not representing the Benton County Board
5. We recognize that the County Board exercises its authority collectively as a five-member governing body of Benton County
6. Board members may contact any County Department seeking information and working to address constituent concerns; in doing so we will refrain from giving individual directives to any County employee or Department Head and will instead bring matters requiring direction to the attention of the full County Board at a regular meeting
7. We will disclose any real or perceived conflicts of interest to the County Board and will obtain County Attorney counsel on appropriate action by the member and the County Board in response
8. We will educate ourselves on our statutory duties as County Board members by utilizing various resources, including County Administration, County Attorney, County Departments and the Association of Minnesota Counties.

9. Board members are encouraged to follow no less than a “business casual” dress code when attending external meetings on behalf of Benton County.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Scott Johnson, Commissioner District 1

\_\_\_\_\_  
Ed Popp, Commissioner District 2

\_\_\_\_\_  
Steven J. Heinen, Commissioner District 3

\_\_\_\_\_  
Jared J. Gapinski, Commissioner District 4

\_\_\_\_\_  
Pam Benoit, Commissioner District 5

Attest:

\_\_\_\_\_  
Montgomery Headley  
County Administrator

# BENTON COUNTY BOARD OF COMMISSIONERS

## AGENDA ITEM REQUEST



MEETING DATE January 6, 2026

☒ REGULAR AGENDA

☐ CONSENT AGENDA

REQUESTING DEPARTMENT County Administrator

### TITLE OF REQUESTED ITEM AS IT WILL APPEAR ON BOARD AGENDA

St. Cloud Regional Airport Authority Options for Discussion

### BACKGROUND INFORMATION

The County Administrators for Benton, Sherburne and Stearns, along with the St. Cloud City Administrator were tasked with identifying potential options for how the St. Cloud Regional Airport Authority operates (e.g., its membership, how it levies a property tax, etc.).

That discussion amongst the Administrator's produced the attached document. It focuses on the following major topics: 1) Communication, 2) Governance Structure (Authority membership), 3) Support from the City of St. Cloud, 4) the regional sales tax and 5) regional airport authority levy authority.

Each County and the City plan to discuss these options and indicate a preference, with the goal of finding a consensus among the four entities. A consensus could lead to revisions to the Airport Authority Enabling Resolution, its bylaws, or both (depending on the issue). Revisions to the Enabling Resolution require the agreement of all four entities.

### ACTION REQUESTED

Discussion and possible direction

### FISCAL IMPACT

ESTIMATED COST (\$) \_\_\_\_\_

SOURCE OF FUNDS \_\_\_\_\_

NEW / ADDITIONAL REVENUE (\$) \_\_\_\_\_

COST BUDGETED IN CURRENT YEAR? ☐ YES ☐ NO

### SUBMITTED/APPROVED

SUBMITTER/SUPERVISOR SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

DEPARTMENT HEAD SIGNATURE \_\_\_\_\_

DATE 12/24/25

COUNTY ATTORNEY SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

☐ STATE GRANT CONTRACT/AGREEMENT NOT REVIEWED BY COUNTY ATTORNEY (GRANT RENEWAL WITH NO CHANGES IN TERMS AND CONDITIONS).

DURATION 15 minutes

PREFERRED PLACEMENT ON AGENDA \_\_\_\_\_



# WHITE PAPER

## St. Cloud Regional Airport Transition Considerations

(November 28<sup>th</sup>, 2025)

In early 2020, the Minnesota counties of Benton, Sherburne and Stearns and the Minnesota City of St. Cloud (aka the “Parties”) entered into a Joint Resolution pursuant to Minnesota Statute § 360.0425 to §360.0427 to create an Airport Authority.

Included in the Joint Resolution is the power of an Airport Authority, as an Independent Special Taxing District under Minn. Stat. §275.066 to §275.067 to levy property taxes for airport purposes.

Under Minnesota statutes and the Joint Resolution, the Airport Authority is an independent entity, with Commissioners appointed by the four (4) Parties of the Joint Resolution. The intent of the Parties at the time the Joint Resolution was enacted was to create a more independent, “business oriented” Authority and operation, including enjoining elected officials from the Parties from serving on the Airport Commission.

By the terms of the Joint Resolution, the City of St. Cloud will cease being a Party after December 31, 2029, and the Airport operations and size of the Airport Commissioner will be adjusted accordingly.

Until such time, the City of St. Cloud will continue to provide financial support, in the form of a \$620,000 annual payment and operational support for the operations of the Airport, but whose taxable properties will not be included in any imposed tax levy.

The Airport also receives support in the amount of \$200,000 per year from a local option sales tax approved by area cities on November 7<sup>th</sup>, 2017. Unless affirmatively continued, this local option sales tax will end on December 31<sup>st</sup>, 2038.

In Spring/Summer 2025, Commissioners from Stearns and Benton counties questioned aspects of the current governance structure, communications, financing and operation of the Airport. On August 27<sup>th</sup>, 2025, elected officials and staff from the Parties and Airport Authority met to discuss these concerns. At the request of this group, Administrators from the Parties met on September 22<sup>nd</sup> to further address five identified concerns (denoted below).

What follows is a delineation by the Administrators of how the identified concerns could best be addressed, with options for some concerns listed accordingly. Key to any “next steps” will be a determination as to which concerns should be addressed and what means are available or required to address them.

In particular, the Administrators note that SECTION 15. of the Joint Resolution delineates that:

*This Joint Resolution may be amended by following the procedure used for adoption of the Joint Resolution. Before any amendment is considered by the governing bodies, the Authority shall conduct a public meeting for the purpose of public comment on the proposed amendment. Upon the recommendation of the Authority, the respective*

*governing bodies shall conduct at least one joint public hearing for the purpose of public comment on the proposed amendment.*

In sum, this means that formally amending the Joint Powers Resolution will require conduct of a Public Meeting by the Authority, promulgation of a Recommendation by the Authority, at least one joint Public Meeting by the four (4) signing Parties, and approval by all of the same four (4) Parties.

**TABLE 1 – Identified Concerns and Possible Actions**

Identified Concern:	Required Action: <sup>1</sup>			
	Status Quo	MOU	JPA	Under Way
<p><b><u>Communications</u></b></p> <p>While Meetings of the Airport Authority Board are posted and open to the public, and Agenda and Minutes are available for review, concern was raised regarding the lack of proactive communications by the Authority with the Parties. Authority policies/bylaws were also cited as stifling open communications among the Parties and the Authority.</p> <p>Cognizant of steps already taken by the Authority, the following are recommended actions:</p>				
<ul style="list-style-type: none"> <li>Sharing the Airport Authority Board Agenda, Packet, and Minutes with the Parties (through Administrators/Clerks) and posting the same on a public website;</li> </ul>	X			X
<ul style="list-style-type: none"> <li>In addition to sharing Meeting Minutes, a monthly highlights document, summarizing Authority Board Discussions/Actions will be shared with all Parties;</li> </ul>	X			X
<ul style="list-style-type: none"> <li>Consider holding an annual briefing with each Party on Airport operations and Authority activities, including proposed current and future year budget, capital, and operating activities.</li> </ul>	X			X

<p><b><u>Representation/Governance Structure</u></b></p> <p>Part of the concerns regarding communications emanates from a lack of timely reporting back to the Parties of monthly Authority Board meetings and activities. Additional concerns shared by some of the representatives from the Parties include a lack of oversight by elected officials of the Authority itself.</p> <p>Cognizant of the original intent of Authority regarding independence and “business oriented” operations while still addressing these concerns, recommended are consideration of the following actions:</p>				
<ul style="list-style-type: none"> <li>Encouraging appointed Authority Board Members (collectively or individually) to report back, at least quarterly or as requested, to the appointing Party’s governing body.</li> </ul>	X	X		
<ul style="list-style-type: none"> <li>Appointing a representative from each Party (preferably a County Commissioner) to sit on the Authority Board as an <i>ex officio</i> Member, to participate in and report back on Authority discussions and actions.</li> </ul>		X <sup>2</sup>		
<ul style="list-style-type: none"> <li>Amending Section 3 of the Joint Resolution to allow the Parties to appoint up to one (1) elected official of said Party.</li> </ul>			X <sup>2 &amp; 3</sup>	
<ul style="list-style-type: none"> <li>Amending Section 3 of the Joint Resolution to require the Parties to appoint one (1) elected official of said Party.</li> </ul>			X <sup>2 &amp; 3</sup>	
<p><b><u>City of St. Cloud Support</u></b></p> <p>Concern was expressed regarding what the City would provide for operational support (police, fire, public services and IT related) after December 31, 2029. Although the joint resolution states the support services shall be reduced through December 31, 2029, the City is willing to offer to extend these services past December 31, 2029, at cost.</p>				
<ul style="list-style-type: none"> <li>Recognizing ongoing efforts among the City and Authority to address these concerns, completion of a Memorandum of Understanding between the City and Authority to codify resolution of these concerns is recommended.</li> </ul>	X			X



<p><b><u>Regional Sales Tax</u></b></p> <p>Concern was expressed about the continued inclusion of the St. Cloud Regional Airport as a benefitting agency in any future continuation or renewal of the regional sales tax. Adding to this concern is that Parties represent only a limited number of those organizations involved in any future continuation or renewal of the regional sales tax.</p> <p>However, given the long-term nature of this concern, it was noted that any consensus among the Parties and Authority at this time would primarily represent a good faith understanding and objective, as opposed to a binding agreement.</p>				
<ul style="list-style-type: none"> <li>• Cognizant of the benefit of a viable regional airport to the greater St. Cloud region, recommended is support among the Authority and Parties in including the Airport as a benefitting agency in any continuation or renewal of the regional sales tax.</li> </ul>	X			
<p><b><u>Airport Authority Levy</u></b></p> <p>Concern was expressed regarding the early imposition by the Authority of a Property Tax Levy, especially prior to the conclusion of the initial 10-year operating timeframe. Additional concerns were raised regarding the lack of levy limit on the Authority, and the indirect nature of citizen/taxpayer say or control over such Levy imposed by an appointed Board (though allowed under Minnesota Statute.</p> <p>Noted is the attempted but late and poorly communicated imposition by the Authority of a Tax Levy for 2025 and the recent decision by the Authority to impose a Tax Levy of \$1 million for 2026. Table 2 (below) shows the impact on various Property classifications of this levy.</p> <p>Recognized are both Communication and Representation/Governance steps recommended above to partially address these concerns. Additionally, recommended are the following:</p>				

<ul style="list-style-type: none"> <li>• Agreement by the Authority to a Tax Rate cap of 0.004%, allowing for a reasonable growth in annual Levy amount though natural property valuation increases and replacement of current City of St. Cloud operating subsidy with inclusion of taxable properties located within the City of St. Cloud in future annual levy collections.</li> <li>• Any future change in this Tax Rate cap would be negotiated at that time among the Authority and all remaining Parties.</li> <li>• Table 3 (below) shows the breakout of what the possible levy would look like given the proposed levy limits.</li> </ul>		X	X	
--	--	---	---	--

<sup>1</sup> Denotes action allowed under current Agreement, under a MOU among the Authority and four (4) JPA Parties, or an Amendment to the Underlying JPA following a Public Meeting and recommendation by the Authority and at least one joint Public Meeting by the four (4) Parties.

<sup>2</sup> Denotes needed change in Airport Authority Bylaw.

<sup>3</sup> Denotes needed change in Joint Powers Agreement.

Estimated Impact of St Cloud Regional Airport Levy across Benton, Stearns & Sherburne Based on Total County Tax Capacity Values							
Property Type	2025 Estimated Market Value	2025 Taxable Market Value	2025 Tax Capacity	Airport NTC Rate	\$1,000,000 JPA Taxes	\$1,500,000 JPA Taxes	\$2,000,000 JPA Taxes
Residential Homestead	\$100,000	\$62,450	\$625	0.21827%	\$1.36	\$2.04	\$2.73
	\$200,000	\$171,450	\$1,715	0.21827%	\$3.74	\$5.61	\$7.48
	\$300,000	\$280,450	\$2,805	0.21827%	\$6.12	\$9.18	\$12.24
Agricultural Homestead	\$350,000	\$350,000	\$1,750	0.21827%	\$3.82	\$5.73	\$7.64
	\$450,000	\$450,000	\$2,250	0.21827%	\$4.91	\$7.37	\$9.82
	\$550,000	\$550,000	\$2,750	0.21827%	\$6.00	\$9.00	\$12.00
Commercial/Industrial	\$350,000	\$350,000	\$6,250	0.21827%	\$13.64	\$20.46	\$27.28
	\$450,000	\$450,000	\$8,250	0.21827%	\$18.01	\$27.01	\$36.01
	\$550,000	\$550,000	\$10,250	0.21827%	\$22.37	\$33.56	\$44.75
Seasonal Recreation Residential	\$100,000	\$100,000	\$1,000	0.21827%	\$2.18	\$3.27	\$4.37
	\$200,000	\$200,000	\$2,000	0.21827%	\$4.37	\$6.55	\$8.73
	\$300,000	\$300,000	\$3,000	0.21827%	\$6.55	\$9.82	\$13.10

(Table 2)

	St. Cloud Regional Airport		
Payable 2025 Information	w/in City of St. Cloud	Outside of City	Total
Benton County	\$ 532,280,700	\$ 4,937,061,200	\$ 5,469,341,900
Sherburne County	\$ 421,306,800	\$ 15,132,870,900	\$ 15,554,177,700
Stearns County	\$ 5,151,526,900	\$ 18,940,411,500	\$ 24,091,938,400
<b>Total:</b>	<b>\$ 6,105,114,400</b>	<b>\$ 39,010,343,600</b>	<b>\$ 45,115,458,000</b>
Levy Limit Rate - 0.003%			
Levy Amount:	\$ 183,153.43	\$ 1,170,310.31	\$ 1,353,463.74
Levy Limit Rate - 0.004%			
Levy Amount:	\$ 244,204.58	\$ 1,560,413.74	\$ 1,804,618.32
<b>2026 Adopted Rate:</b>	- NA - <sup>1</sup>	0.00256%	0.00256%
Benton County		\$ 126,558	\$ 126,558
Sherburne County		\$ 387,919	\$ 387,919
Stearns County		\$ 485,523	\$ 485,523
<b>Total Levy Amount:</b>	- NA - <sup>1</sup>	<b>\$ 1,000,000</b>	<b>\$ 1,000,000</b>

<sup>1</sup> By JPA, City of St. Cloud properties are exempt from any SCRAA Levy until CY/FY 2030.

(Table 3)

**Final Comments:** The Administrators suggest these recommendations be presented to the governing bodies of the four (4) Parties, as well as the Authority, for comments, suggestions, and feedback. A ranking of the concerns and preferred actions would also be helpful so that Administrators may re-gather and see if a mutually acceptable consensus and course of action is identified to accomplish the identified common objectives.

It is noted that, absent a mutually agreed upon consensus of concerns and course of action, the provisions of the underlying JPA remain in effect.

r/s - bam



# BENTON COUNTY BOARD OF COMMISSIONERS

## AGENDA ITEM REQUEST



MEETING DATE January 6, 2026

☒ REGULAR AGENDA

☐ CONSENT AGENDA

REQUESTING DEPARTMENT County Administrator

### TITLE OF REQUESTED ITEM AS IT WILL APPEAR ON BOARD AGENDA

Set the 2026 per diem rate for Boards and Commissions

### BACKGROUND INFORMATION

The County Board's past practice has been to set the per diem paid to members of Boards and Commissions at the first meeting in January. Boards and Commissions affected by this action include the Park Commission, Planning Commission, Board of Adjustment, Solid Waste Advisory Committee and the Extension Committee. The current per diem paid to members of Boards and Commissions is \$70 per meeting.

For 2026, the County Board retained the current \$70 per diem rate, but added a new \$100 per diem for meetings or a series of meetings exceeding four hours (same day). The \$100 per diem is not in addition to the basic \$70 per diem.

Will the per diem for Boards and Commissions remain at \$70? Will the new \$100 per diem be applicable to Boards and Commissions?

### ACTION REQUESTED

A motion to set the 2026 per diem rate for Boards and Commissions

### FISCAL IMPACT

ESTIMATED COST (\$) \_\_\_\_\_

SOURCE OF FUNDS \_\_\_\_\_

NEW / ADDITIONAL REVENUE (\$) \_\_\_\_\_

COST BUDGETED IN CURRENT YEAR? ☐ YES ☐ NO

### SUBMITTED/APPROVED

SUBMITTER/SUPERVISOR SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

DEPARTMENT HEAD SIGNATURE \_\_\_\_\_

DATE 12/30/25

COUNTY ATTORNEY SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

☐ STATE GRANT CONTRACT/AGREEMENT NOT REVIEWED BY COUNTY ATTORNEY (GRANT RENEWAL WITH NO CHANGES IN TERMS AND CONDITIONS).

DURATION 2 minutes

PREFERRED PLACEMENT ON AGENDA \_\_\_\_\_

# BENTON COUNTY BOARD OF COMMISSIONERS AGENDA ITEM REQUEST



MEETING DATE January 6, 2026

☒ REGULAR AGENDA

☐ CONSENT AGENDA

REQUESTING DEPARTMENT Auditor-Treasurer

## TITLE OF REQUESTED ITEM AS IT WILL APPEAR ON BOARD AGENDA

Approval of sale of parcel 09.00541.03 to Thelen Estates, LLC and authorize the board chair to sign the deed to convey the property.

## ACTION REQUESTED

Thelen Estates, LLC was the winning bidder of the auction held on the Public Surplus website for parcel 09.00541.03. Thelen Estates, LLC remitted payment in full of \$672.40 on the parcel. We are requesting approval of the sale and for the board to authorize the board chair to sign the deed to convey the property. The deed was drafted by the Benton County Attorney's Office.

## FISCAL IMPACT

ESTIMATED COST (\$) \_\_\_\_\_

SOURCE OF FUNDS \_\_\_\_\_

NEW / ADDITIONAL REVENUE (\$) \_\_\_\_\_

COST BUDGETED IN CURRENT YEAR? ☐ YES ☐ NO

## SUBMITTED/APPROVED

SUBMITTER/SUPERVISOR SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

DEPARTMENT HEAD SIGNATURE \_\_\_\_\_

DATE 12-23-25

COUNTY ATTORNEY SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

☐ STATE GRANT CONTRACT/AGREEMENT NOT REVIEWED BY COUNTY ATTORNEY (GRANT RENEWAL WITH NO CHANGES IN TERMS AND CONDITIONS).

DURATION 5 Minutes

PREFERRED PLACEMENT ON AGENDA \_\_\_\_\_

(Top 3 inches reserved for recording data)

**QUIT CLAIM DEED**  
**Business Entity to Business Entity**

**Minnesota Uniform Conveyancing Blanks**  
**Form 10.3.5 (2013)**

eCRV number: \*Not Required

DEED TAX DUE: \$ 1.65

DATE: \_\_\_\_\_  
(month/day/year)

FOR VALUABLE CONSIDERATION, County of Benton

(insert name of Grantor)

a body politic and corporate under the laws of Minnesota ("Grantor"),  
hereby conveys and quitclaims to Thelen Estates, LLC

(insert name of Grantee)

a Limited Liability Company under the laws of Minnesota ("Grantee"),  
real property in Benton County County, Minnesota, legally described as follows:

SEE ATTACHED EXHIBIT A

\*Total Consideration for this transaction was \$3,000 or less.

Check here if all or part of the described real property is Registered (Torrens) ☐

together with all hereditaments and appurtenances belonging thereto.

Check applicable box:

- ☒ The Seller certifies that the Seller does not know of any wells on the described real property.
- ☐ A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number: \_\_\_\_\_.)
- ☐ I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

Grantor

\_\_\_\_\_  
(name of Grantor)

By: \_\_\_\_\_  
(signature)

Its: Benton County Board Chair  
(type of authority)

By: \_\_\_\_\_  
(signature) Montgomery Headley

Its: Benton County Administrator  
(type of authority)



State of Minnesota, County of Benton

This instrument was acknowledged before me on \_\_\_\_\_, by \_\_\_\_\_  
(month/day/year) (name of authorized signer)

\_\_\_\_\_ as Benton County Board Chair  
(type of authority)

and by Montgomery Headley  
(name of authorized signer)

as Benton County Administrator of County of Benton  
(type of authority) (name of Grantor)

(Stamp)

\_\_\_\_\_  
(signature of notarial officer)

Title (and Rank): \_\_\_\_\_

My commission expires: \_\_\_\_\_  
(month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:  
(insert name and address)

Benton County Attorney's Office  
 615 Highway 23  
 P.O. Box 189  
 Foley, MN 56329

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS  
 INSTRUMENT SHOULD BE SENT TO:  
(insert legal name and residential or business address of Grantee)

Thelen Estates LLC  
 Attn: Eric Thelen  
 2132 10th St. NE  
 Sauk Rapids, MN 56379

# BENTON COUNTY BOARD OF COMMISSIONERS AGENDA ITEM REQUEST



MEETING DATE 1/6/26

☒ REGULAR AGENDA

☐ CONSENT AGENDA

REQUESTING DEPARTMENT Human Services/Admin

## TITLE OF REQUESTED ITEM AS IT WILL APPEAR ON BOARD AGENDA

Benton County Service Survey Results for Human Services

## BACKGROUND INFORMATION

In March of 2025 Human Services began using offering staff, clients, and community partners the opportunity to complete an online customer satisfaction survey for interactions with our department. Several other departments, including DMV, IT, Land Services, Planning and Zoning, Recorder, Admin, and Assessors also implemented a similar survey. In Human Services these surveys are offered to clients in various ways including a link to the survey in every email signature and QR codes included in some mailings. The survey asks several questions and includes an option to add detailed information on the quality of services received by the department. Services are rated on a 5 point scale, with 5 being the highest rating. Surveys for Human Services have been very positive. Forty-eight county staff have completed surveys with an average approval rating of 4.7. Twenty clients have completed the survey with an approval rating of 4.8. Twenty-one community partners have completed the survey with an approval rating of 4.9.

## ACTION REQUESTED

Information Only

## FISCAL IMPACT

ESTIMATED COST (\$) \_\_\_\_\_

SOURCE OF FUNDS \_\_\_\_\_

NEW / ADDITIONAL REVENUE (\$) \_\_\_\_\_

COST BUDGETED IN CURRENT YEAR? ☒ YES ☐ NO

## SUBMITTED/APPROVED

SUBMITTER/SUPERVISOR SIGNATURE \_\_\_\_\_

DATE 1/2/18/25

DEPARTMENT HEAD SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

COUNTY ATTORNEY SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

☐ STATE GRANT CONTRACT/AGREEMENT NOT REVIEWED BY COUNTY ATTORNEY (GRANT RENEWAL WITH NO CHANGES IN TERMS AND CONDITIONS).

DURATION 5 minutes

PREFERRED PLACEMENT ON AGENDA \_\_\_\_\_

# BENTON COUNTY BOARD OF COMMISSIONERS AGENDA ITEM REQUEST



MEETING DATE 01/06/2026

☒ REGULAR AGENDA ☐ CONSENT AGENDA

REQUESTING DEPARTMENT Administration

## TITLE OF REQUESTED ITEM AS IT WILL APPEAR ON BOARD AGENDA

Child Care Assistance Program Information and questions

## ACTION REQUESTED

Information Only

## FISCAL IMPACT

ESTIMATED COST (\$) 1,566,517.00

48% State and 52%

Federal

NEW / ADDITIONAL REVENUE (\$) \_\_\_\_\_

COST BUDGETED IN CURRENT YEAR? ☐ YES ☐ NO

## SUBMITTED/APPROVED

SUBMITTER/SUPERVISOR SIGNATURE Janel Sczublewski DATE 12/31/2025

DEPARTMENT HEAD SIGNATURE Sandi Shoberg DATE 12/31/2025

COUNTY ATTORNEY SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

☐ STATE GRANT CONTRACT/AGREEMENT NOT REVIEWED BY COUNTY ATTORNEY (GRANT RENEWAL WITH NO CHANGES IN TERMS AND CONDITIONS).

DURATION 5 minutes

PREFERRED PLACEMENT ON AGENDA \_\_\_\_\_



# BENTON COUNTY BOARD OF COMMISSIONERS

## AGENDA ITEM REQUEST



MEETING DATE January 6, 2026

☒ REGULAR AGENDA

☐ CONSENT AGENDA

REQUESTING DEPARTMENT Land Services Department

### TITLE OF REQUESTED ITEM AS IT WILL APPEAR ON BOARD AGENDA

DNR Notice of Preliminary Map and list of Public Waters Inventory Corrections Within Benton County

### BACKGROUND INFORMATION

The DNR has provided notice of their proposed corrections to the Public Waters Inventory (PWI). The corrections include the addition of a 0.42-mile segment as a Public Waters Watercourse and the removal of 3 Public Wasters Wetland Basins totally 24.238 acres. Preliminary maps of the county and the specific location of corrections have been provided by the DNR and are attached to this agenda item.

PWI designations cannot be removed or added unless it can be proven to have been in error at the time of designation (late 1970s through early 1980s) and consistently demonstrated throughout time as an error.

The DNR will host a public meeting at 6 p.m. January 26, 2026, at Foley High School, 840 Norman Ave. N., Foley. The comment period is open from December 27, 2025, until 4:30 p.m. February 25, 2026. Full details on how to submit comments can be found in the attached letter. The PWI Update project webpage can be viewed at: [mndnr.gov/pwi-update](http://mndnr.gov/pwi-update).

The following counties are currently under public comment: Aitkin, Benton, Blue Earth and Clay County. The following counties are under preliminary review: Brown, Chisago, Crow Wing and Douglas County.

### ACTION REQUESTED

Discussion item.

### FISCAL IMPACT

ESTIMATED COST (\$) NA

SOURCE OF FUNDS \_\_\_\_\_

NEW / ADDITIONAL REVENUE (\$) \_\_\_\_\_

COST BUDGETED IN CURRENT YEAR? ☐ YES ☐ NO

### SUBMITTED/APPROVED

SUBMITTER/SUPERVISOR SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

DEPARTMENT HEAD SIGNATURE \_\_\_\_\_

DATE 12/30/2025

COUNTY ATTORNEY SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

☐ STATE GRANT CONTRACT/AGREEMENT NOT REVIEWED BY COUNTY ATTORNEY (GRANT RENEWAL WITH NO CHANGES IN TERMS AND CONDITIONS).

DURATION 5 minutes

PREFERRED PLACEMENT ON AGENDA \_\_\_\_\_



Ecological and Water Resources  
500 Lafayette Road  
St. Paul, MN 55155

December 15, 2025

Via Electronic and US Mail

Ed Popp, Chair  
Benton County Board of Commissioners  
531 Dewey Street  
Foley, MN 56329  
epopp@co.benton.mn.us

**RE: Preliminary Map and List of Public Waters Inventory Corrections Within Benton County**

Dear Ed Popp:

The Department of Natural Resources (DNR) has completed a technical review to update the state's Public Water Inventory (PWI) within Benton County pursuant to Minn. Stat. § 103G.201 (f). The DNR has prepared a map and list of preliminary corrections which will update the PWI for Benton County. The DNR is proposing a total of ~~10~~ public waters corrections including 1 addition and 3 removals in Benton County.

↑ 4 per email w/Wes Saunders-Pearce 12/30/2025

The map and list of preliminary corrections are enclosed. The enclosed maps include a county map as well as maps for those townships where corrections are proposed. Additionally, the map and list of preliminary corrections can be viewed on the PWI Update project webpage ([mndnr.gov/pwi-update](http://mndnr.gov/pwi-update)).

The DNR will issue a certified mail notice to potentially affected landowners. Each landowner will receive a township map locating the proposed correction(s), a PWI informational flyer, and details about the stakeholder process which are noted below.

The PWI Update stakeholder process

The DNR will provide a 60-day public comment period and host a public meeting in the county to obtain feedback on the preliminary corrections. The comment period closes 30 days after the public meeting.

The public meeting will be held at 6 p.m. January 26, 2026 at Foley High School, 840 Norman Avenue N, Foley.

The DNR will accept comments on the preliminary corrections from December 27, 2025 until 4:30 p.m. February 25, 2026. Comments may be submitted online via the public comment tool on the PWI Update project webpage ([mndnr.gov/pwi-update](http://mndnr.gov/pwi-update)). Written comments may be submitted to Public Waters Inventory Update, Minnesota Department of Natural Resources, 500 Lafayette Road, St. Paul, MN 55155-4025, or [PWI.Update.dnr@state.mn.us](mailto:PWI.Update.dnr@state.mn.us). Comments cannot be submitted by phone. General questions about the project may be asked by email, postal mail or by calling 651-259-5416.

Useful feedback will be specific to proposed corrections shown on the preliminary map and related statutory definitions of public waters. Feedback not sought by the DNR includes refinements to digital line placement or public water name adjustment. Those data management activities are not a statutory definition error and are not part of the PWI Update scope of work. Feedback on Buffer Law requirements for any new public waters will be accepted only after the finalization of a county's updated map.

To ensure all potential corrections are identified, during the PWI Update public comment period individuals may request the DNR to evaluate a resource as a potential correction. PWI designations cannot be removed or added unless it can be proven to have been in error at the time of designation (late 1970s through early 1980s) and consistently demonstrated throughout time as an error.

Minnesotans that have evidence of an error in the PWI may submit a request for review. A requestor must provide specific evidence demonstrating why the resource in question did, or did not, meet the definition of a public water at the time of the inventory and throughout time.

The following is not considered to be an error in the original inventory: areas initially proposed on the preliminary inventory that were subsequently removed by the DNR as part of the public information meeting process or dropped from or remained on the PWI as part of the petition, hearing, and appeal process.

#### Next Steps

The DNR will review feedback received during the comment period and make necessary modifications to the preliminary map. A revised map, now a provisional final map, will be submitted to the county and made available on the DNR's project webpage.

Please contact me directly by email at [wes.saunders-pearce@state.mn.us](mailto:wes.saunders-pearce@state.mn.us) or by phone at (651) 259-5416 if you would like to arrange a meeting.

Sincerely,



Wes Saunders-Pearce  
Lead Hydrologist, PWI Update Project

ec:     Montgomery Headley, County Administrator  
          Dan Lais, DNR Regional Manager  
          Constance Holth, DNR Hydrologist Supervisor  
          Nikki Blake-Bradley, DNR Area Hydrologist

encl.:   Preliminary Map of PWI Corrections  
          Preliminary List of PWI Corrections



## Preliminary Corrections to Public Waters Inventory

### Benton County, Minnesota

#### A. Proposed Additions as Public Waters

- The following are natural and altered watercourses to be added.

ID	Start Point			End Point			Length (mi)
	UTM X	UTM Y	TWN-RNG-SEC	UTM X	UTM Y	TWN-RNG-SEC	
M-065-017-015.5	415750.4	5068090.3	T:38 R:30 S:28	416117.9	5067782.5	T:38 R:30 S:28	0.42

- The following are basins and wetlands to be added.

(no proposed corrections)

#### B. Proposed Removals as Public Waters

- The following are natural and altered watercourses to be removed.

(no proposed corrections)

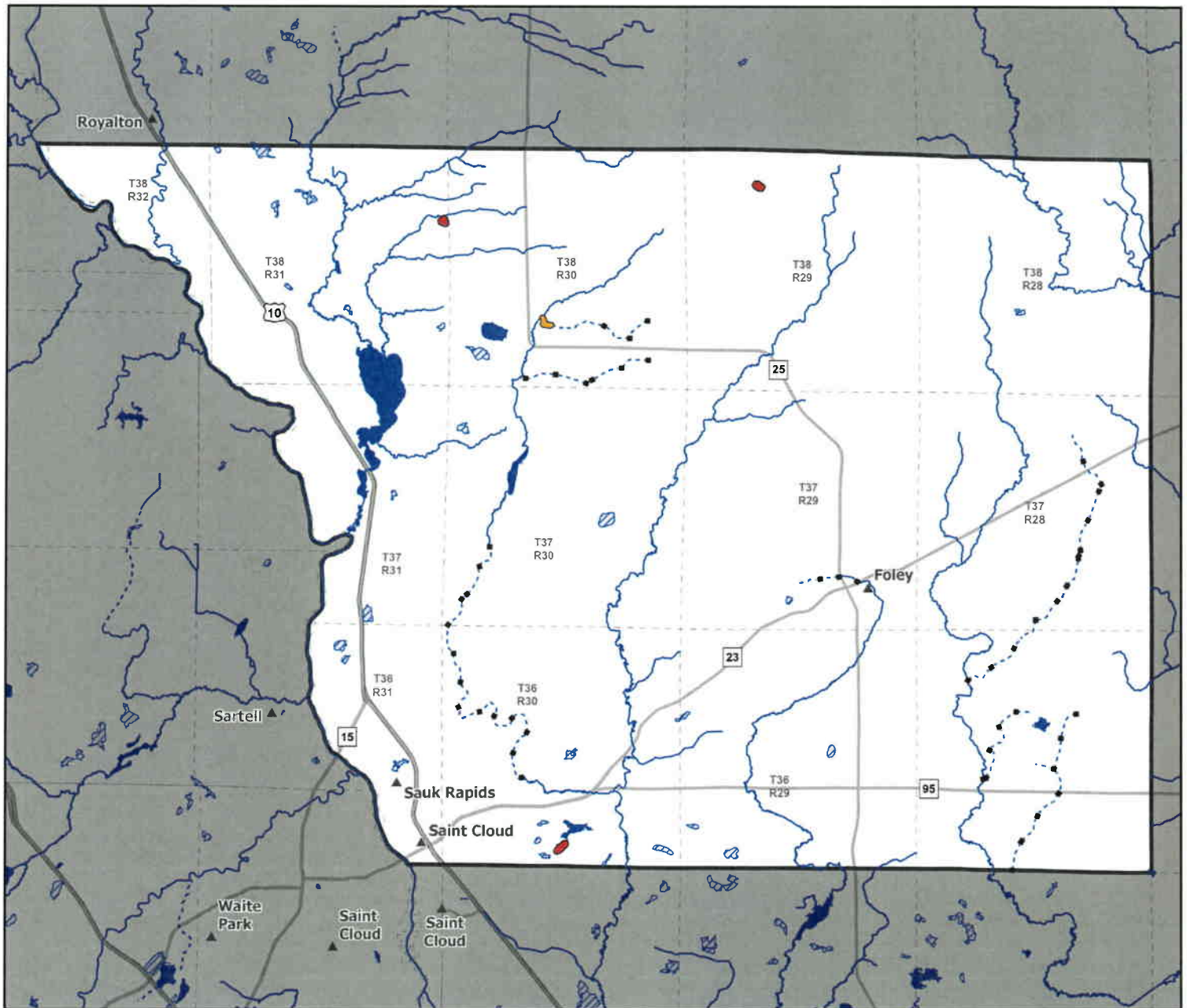
- The following are basins and wetlands to be removed.

ID	UTM X	UTM Y	TWN-RNG-SEC	Area (ac)
05002100W	416566.0	5046411.7	T:36 R:30 S:34	8.376
05003800W	424594.2	5073488.5	T:38 R:29 S:5	8.636
05004900W	411651.1	5072038.9	T:38 R:31 S:12	7.226

# Public Waters Inventory Preliminary Map of Corrections

## Benton County

Public waters are defined in Minnesota Statute 103G. The boundaries of public waters shown on this map are drawn as accurately as possible, consistent with the map scale, but are still approximate. Public ditches are only shown where they overlap with public waters.



- Public Waters Natural Watercourse
- - - Public Waters Altered Natural Watercourse
- ■ Public Ditch
- Preliminary Recommendation
- Add (1)
- Remove (0)

- Public Waters Basin
- Public Waters Wetland
- Preliminary Recommendation
- Add (0)
- Remove (3)

- ▲ Major Cities
- Interstate Highways
- US Trunk Highways
- MN Trunk Highways
- - - PLSS Township

Miles 0 1.25 2.5 5



**mn** DEPARTMENT OF  
NATURAL RESOURCES

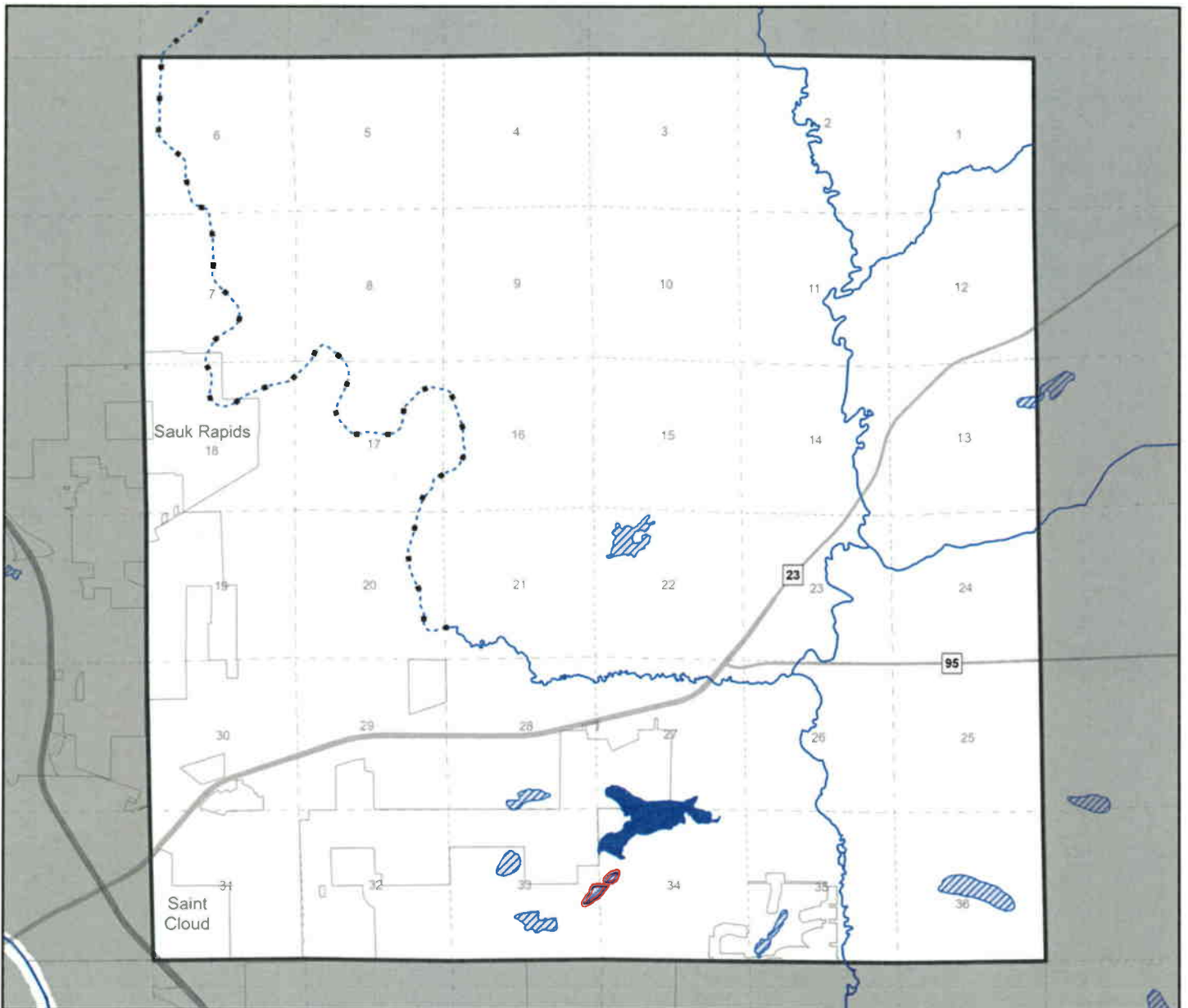
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# Public Waters Inventory Preliminary Map of Corrections

Benton County  
T36 R30

Public waters are defined in Minnesota Statute 103G. The boundaries of public waters shown on this map are drawn as accurately as possible, consistent with the map scale, but are still approximate. Public ditches are only shown where they overlap with public waters.

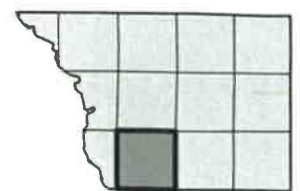


- Public Waters Natural Watercourse
- - - Public Waters Altered Natural Watercourse
- • • Public Ditch
- Preliminary Recommendation
- Add (0)
- Remove (0)

- Public Waters Basin
- Public Waters Wetland
- Preliminary Recommendation
- Add (0)
- Remove (1)

- US Trunk Highways
- MN Trunk Highways
- City
- PLSS Section

Miles 0 0.5 1 2



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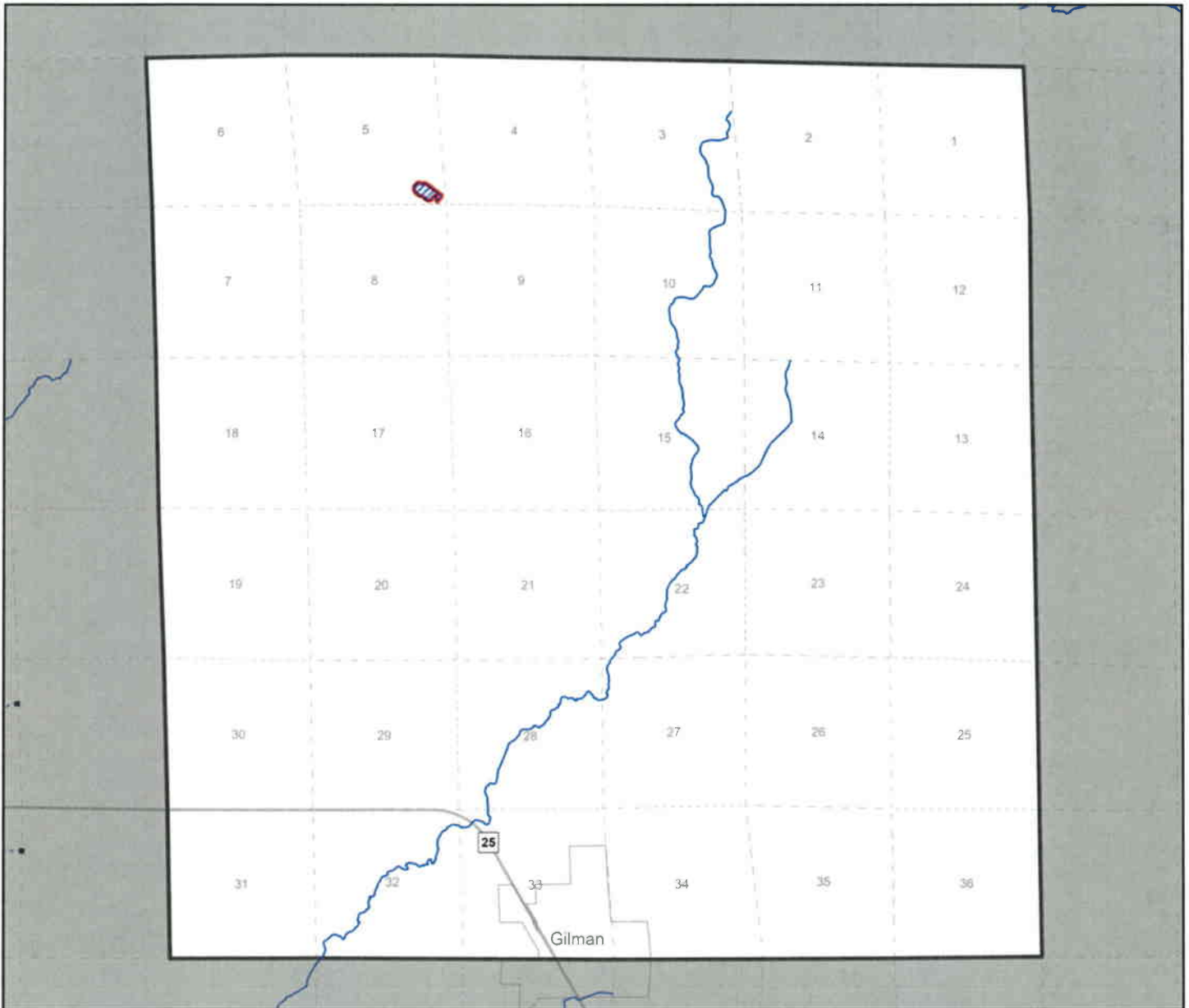




# Public Waters Inventory Preliminary Map of Corrections

Benton County  
T38 R29

Public waters are defined in Minnesota Statute 103G. The boundaries of public waters shown on this map are drawn as accurately as possible, consistent with the map scale, but are still approximate. Public ditches are only shown where they overlap with public waters.

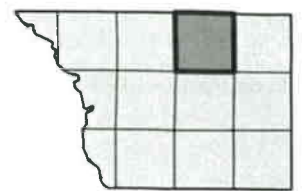


- Public Waters Natural Watercourse
- - - Public Waters Altered Natural Watercourse
- • Public Ditch
- Preliminary Recommendation
- Add (0)
- Remove (0)

- Public Waters Basin
- Public Waters Wetland
- Preliminary Recommendation
- Add (0)
- Remove (1)

- MN Trunk Highways
- City
- PLSS Section

Miles 0 0.5 1 2



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NATURAL RESOURCES

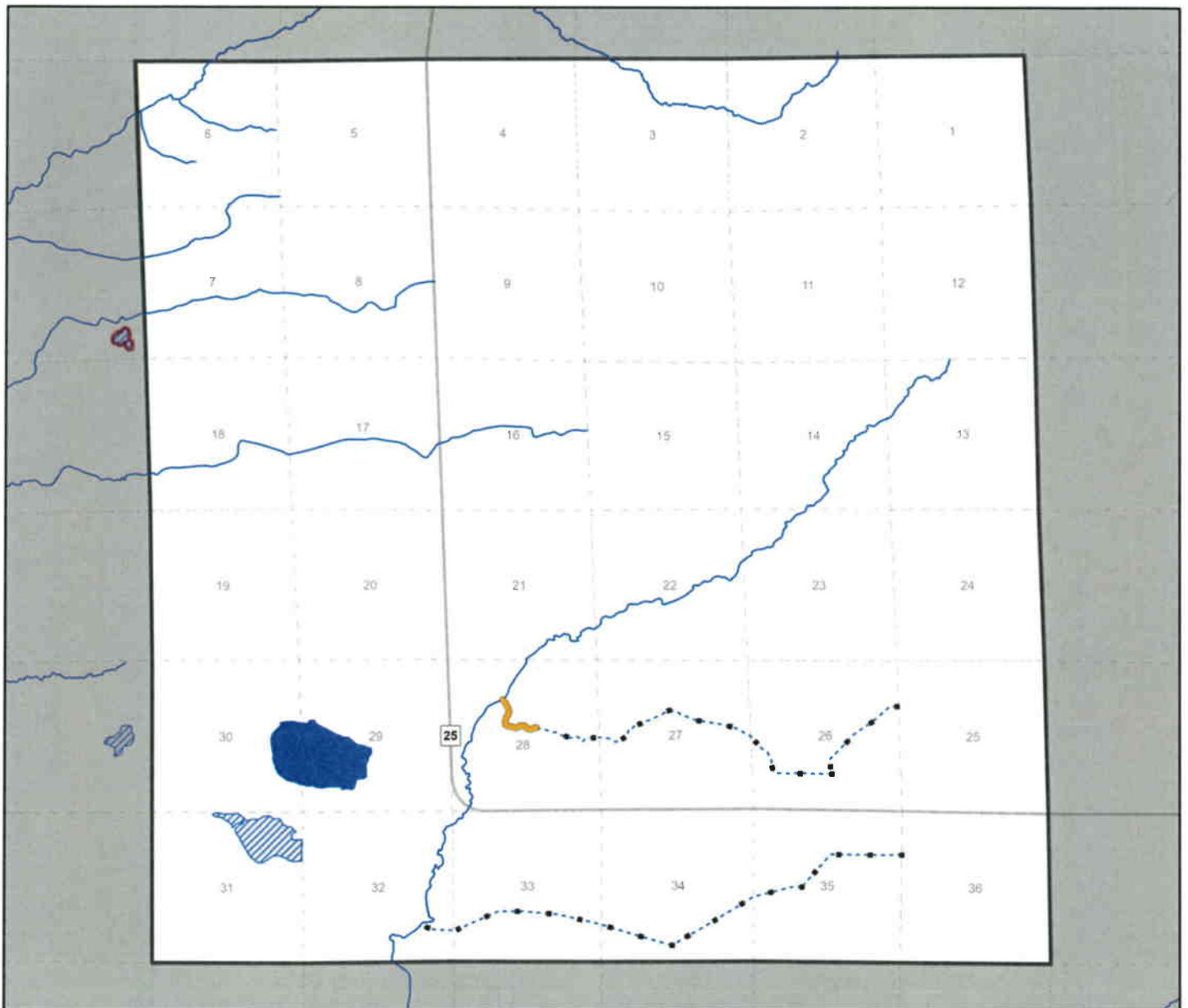
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# Public Waters Inventory Preliminary Map of Corrections

Benton County  
T38 R30

Public waters are defined in Minnesota Statute 103G. The boundaries of public waters shown on this map are drawn as accurately as possible, consistent with the map scale, but are still approximate. Public ditches are only shown where they overlap with public waters.



— Public Waters Natural Watercourse

- - - Public Waters Altered Natural Watercourse

• • Public Ditch

Preliminary Recommendation

— Add (1)

— Remove (0)

Public Waters Basin

Public Waters Wetland

Preliminary Recommendation

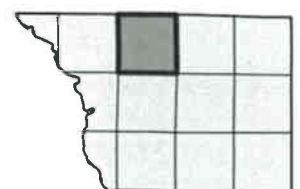
— Add (0)

— Remove (0)

— MN Trunk Highways

PLSS Section

Miles 0 0.5 1 2



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NATURAL RESOURCES

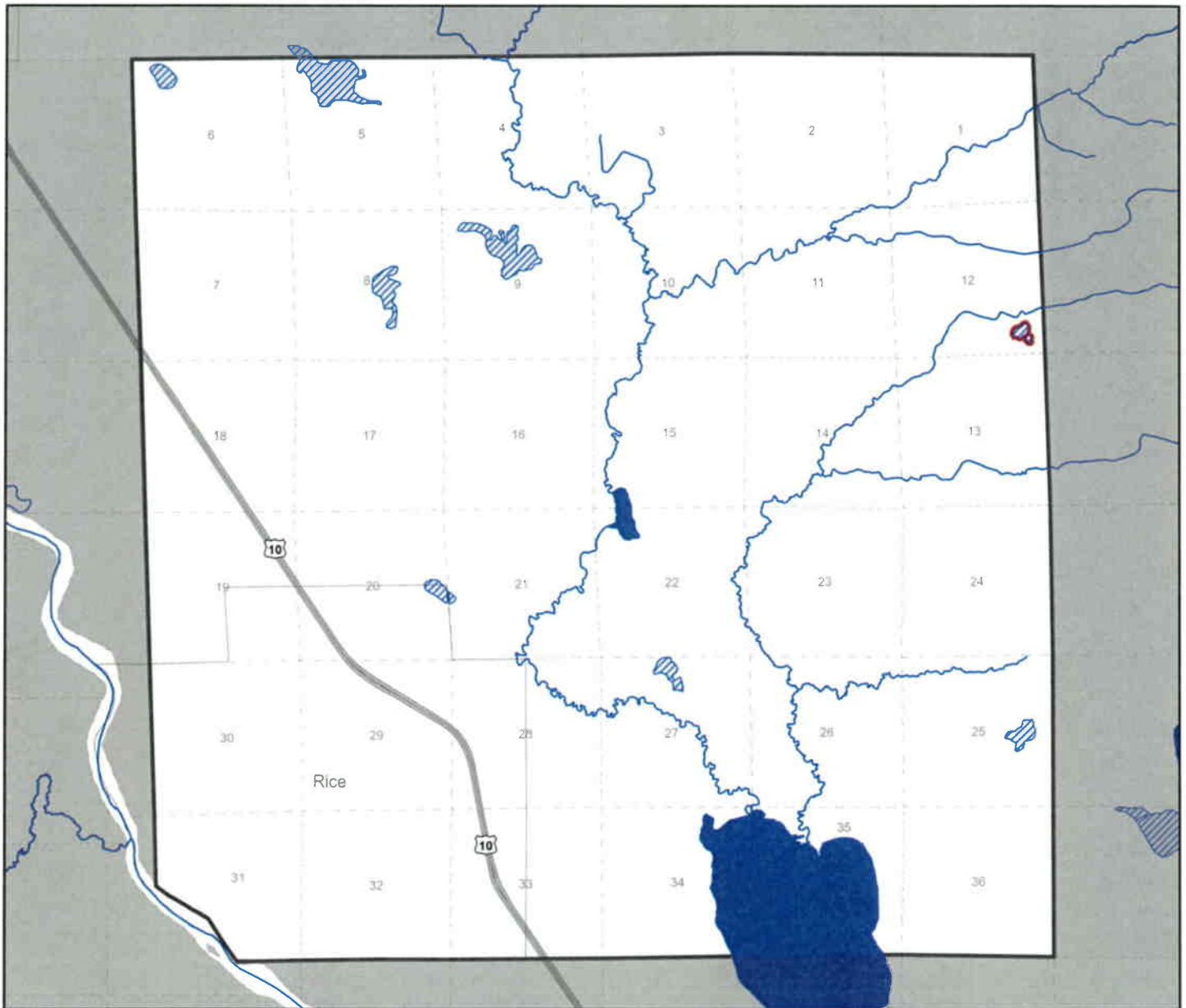
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# Public Waters Inventory Preliminary Map of Corrections

Benton County  
T38 R31

Public waters are defined in Minnesota Statute 103G. The boundaries of public waters shown on this map are drawn as accurately as possible, consistent with the map scale, but are still approximate. Public ditches are only shown where they overlap with public waters.



Public Waters Natural  
Watercourse

Preliminary Recommendation

Add (0)

Remove (0)

Public Waters Basin

Public Waters Wetland

Preliminary Recommendation

Add (0)

Remove (1)

US Trunk Highways

City

PLSS Section

Miles 0 0.5 1 2

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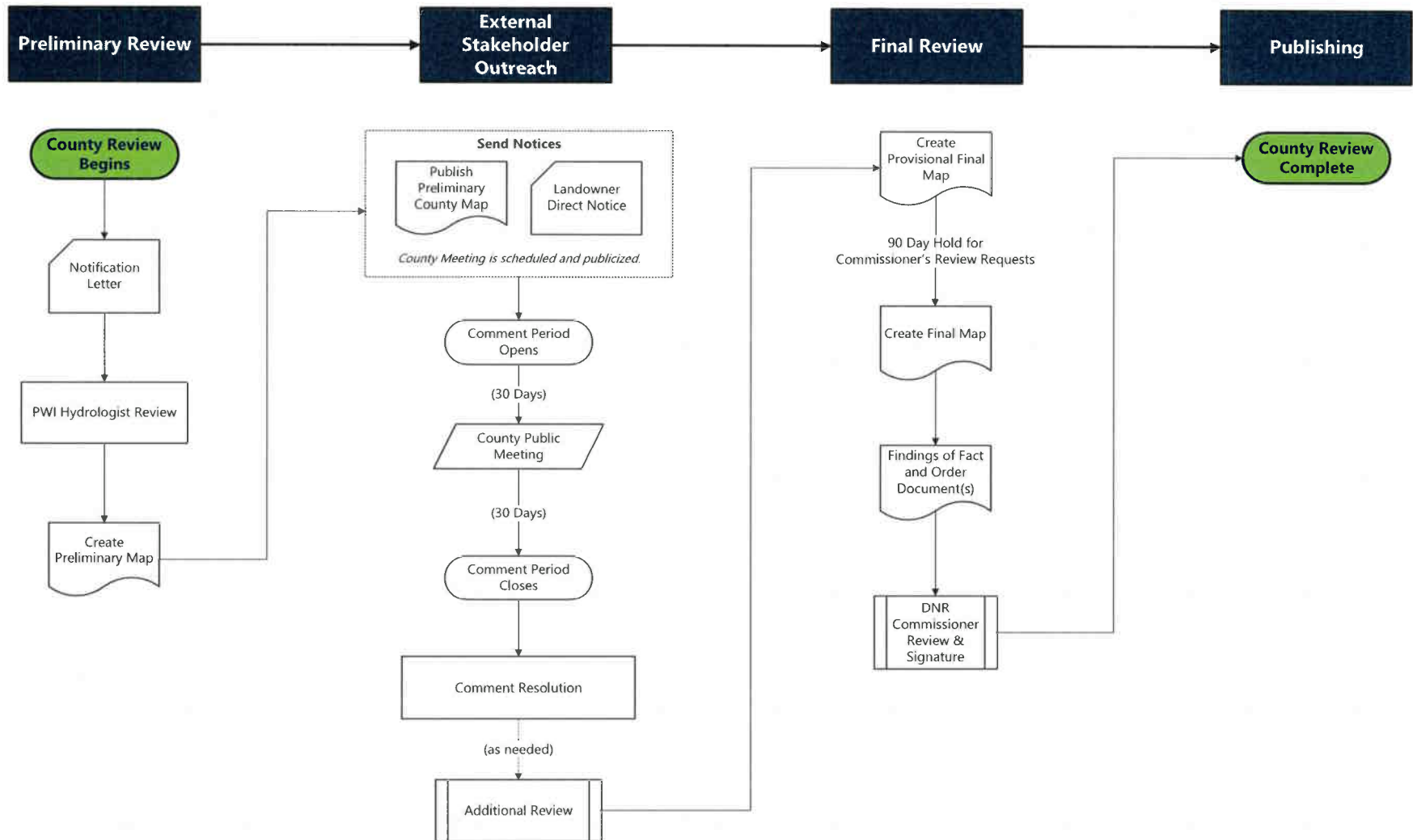




## PWI Update Project | Process Highlights

This diagram shows a simplified view of the DNR's process to review the Public Waters Inventory Updates for each county.

Author	PWI Update Project Team
Date	July 2025
Contact	pwi.update.dnr@state.mn.us



## Frequently Asked Questions – Public Waters Inventory Update

### What is the PWI Update Project?

Public waters are defined in statute and include lakes, wetlands and watercourses of certain sizes and characteristics. A 2024 statute revision clarified that public waters are not determined by their inclusion in or exclusion from the Public Waters Inventory (PWI). However, because the PWI is such an important tool, the DNR has been directed to update the PWI.

The PWI Update process will proceed with a goal of averaging 12 counties a year, concluding by 2032. The update effort will be organized with review of four counties at a time, distributed across DNR's four administrative regions.

### Is the PWI being completely rebuilt?

No. The PWI Update Project is a targeted effort and is not a re-inventory of the state's public waters. Statewide, the Project's baseline review areas are:

- Designated trout stream tributaries to be added.
- Watercourses that qualify as a public water but were removed from the PWI in 2017 by Commissioner's Order due to errors found during the Buffer Protection Map project.
- Public water wetlands that clearly did not conform to statutory criteria for size.

During the county review process, DNR Area Hydrologists may inform the project of case-by-case potential corrections in addition to the baseline data. However, past decisions, including those tied to the original PWI effort and subsequent final agency actions, will remain in place and are not subject to review.

### When will the PWI Update occur in my county?

Counties will be updated on a quasi-alphabetic basis with adjustment as needed to defer areas with intricate topics such as ongoing trout stream designations.

Counties will be notified by letter prior to the work commencing. The project webpage and email notification will be used for updates and to display county status statewide.

### How will the PWI Update Project proceed?

The DNR has assembled a team of hydrologists to use the best available technology, within the time constraints of the project, to conduct technical analysis of needed PWI corrections.

A diagram illustrating the process is available on the project website. A general outline of the process is as follows:

- The DNR will send a notification letter to a county and begin technical review.
- The DNR will prepare a map of preliminary corrections with opportunity for review, questions and comments.
- Potentially affected landowners will receive direct mail notice of the preliminary map.
- A public meeting will be held in each county, with notice of the meeting provided via GovDelivery email.
- Any comments received will be considered prior to finalization of PWI corrections for that county.
- Parties wishing to challenge a decision made by the DNR will have an opportunity to request a Commissioner's Review.
- A final map and list will be published.

### Will landowners and others have opportunities for input and feedback?

Yes. As preliminary corrections are provided for each county, there will be opportunity for review, questions and comments. Any comments received

will be considered prior to finalization of PWI corrections for that county.

### **What types of feedback are being sought?**

The DNR will receive public comments on the PWI update preliminary map through a web-based tool accessible through the project website ([mndnr.gov/pwi-update](http://mndnr.gov/pwi-update)).

Useful feedback will be specific to proposed corrections shown on the preliminary map and related statutory definitions of public waters. Feedback not sought by the DNR includes refinements to digital line placement or public water name adjustment. Those data management activities are not a statutory definition error and are not part of the PWI Update scope of work.

Feedback on Buffer Law requirements for any new public waters will be accepted only after the finalization of a county's updated map.

### **When is the comment period?**

The stakeholder outreach phase begins when the DNR publishes the preliminary map of proposed corrections for a county. The comment period will close thirty days after the public meeting is held.

### **How will the preliminary map be distributed?**

The preliminary map of proposed corrections will be available for viewing on an interactive web-based tool accessible through the project website ([mndnr.gov/pwi-update](http://mndnr.gov/pwi-update)). Additionally, static PDF versions of the preliminary map will be created.

The DNR will announce the preliminary map along with details of the public meeting via multiple channels.

- Emails and printed mail will be sent to a county board, county administrator, SWCD, and Tribal governments as applicable.
- Potentially affected landowners will receive printed mail. Notice will be published in the county newspaper of record.
- GovDelivery subscribers will receive a notification. A link to sign up for

GovDelivery updates is available on the project webpage ([mndnr.gov/pwi-update](http://mndnr.gov/pwi-update)).

### **What is the Commissioner's Review process?**

The DNR will review the feedback received during the comment period and make necessary modification to the preliminary map. This revised map, now a provisional final map, will be submitted to the county and made available on the project webpage. Parties wishing to challenge a decision made by the DNR will have 90 days to request a Commissioner's Review of the modified and updated PWI. This request must be accompanied by a submission form provided by the DNR and all required evidentiary materials.

### **How does the PWI Update Project relate to Minnesota's existing Buffer Law?**

Minnesota's Buffer Law requires perennial vegetation buffers of up to 50 feet along rivers, streams and ditches that help filter out phosphorus, nitrogen and sediment.

The DNR's role in Minnesota's buffer law is to produce and maintain a map of public waters and public ditch systems that require permanent vegetation buffers.

The PWI Update may change the buffer requirements on some public waters subject to corrections. Any waterbody added to the PWI will be subject to applicable buffer requirements. The update to the buffer map would occur after the PWI updates in a county are finalized.

### **How will the PWI Update Project affect local requirements such as shoreland ordinances?**

The project will not change shoreland regulations on existing public waters on the PWI. Any waterbody added to the PWI will not automatically have a shoreland classification. Local governments interested in revising or amending their shoreland ordinance as a result of an updated list of public waters can contact Dan Petrik, DNR Shoreland Program Manager, at [Daniel.Petrik@state.mn.us](mailto:Daniel.Petrik@state.mn.us)

### **Where can I find out more?**

Questions about the PWI Update Project can be sent to [pwi.update.dnr@state.mn.us](mailto:pwi.update.dnr@state.mn.us)



# BENTON COUNTY BOARD OF COMMISSIONERS

## AGENDA ITEM REQUEST



MEETING DATE 1/6/2026

☒ REGULAR AGENDA

☐ CONSENT AGENDA

REQUESTING DEPARTMENT Public Works/Highway

### TITLE OF REQUESTED ITEM AS IT WILL APPEAR ON BOARD AGENDA

Resolution to reauthorize Local Sales Tax for Transportation

### BACKGROUND INFORMATION

Benton County first adopted a Local Sales Tax for Transportation in 2019. At that time, it was estimated to generate about \$1.9 million per year to fund road and bridge projects. The Board considered a list of projects to be funded with the proceeds and that list totaled an estimated \$34.4 million and included 36 different projects.

Revenues came in higher than anticipated, and to date 22 projects have been completed costing approximately \$19.6 million. There are 14 projects to complete at an estimate of \$15 million.

It has been proposed to add projects to the current list so that they are eligible to be funded with sales tax proceeds.

A Public Hearing was conducted on December 16, 2025 with all positive comments.

### ACTION REQUESTED

Adopt the attached resolution re-authorizing a Local Sales Tax for Transportation.

### FISCAL IMPACT

ESTIMATED COST (\$) N/A

SOURCE OF FUNDS Sales Tax

NEW / ADDITIONAL REVENUE (\$) \$3.5 million/year

COST BUDGETED IN CURRENT YEAR? ☐ YES ☒ NO

### SUBMITTED/APPROVED

SUBMITTER/SUPERVISOR SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

DEPARTMENT HEAD SIGNATURE \_\_\_\_\_

DATE 12-19-2025

COUNTY ATTORNEY SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

☐ STATE GRANT CONTRACT/AGREEMENT NOT REVIEWED BY COUNTY ATTORNEY (GRANT RENEWAL WITH NO CHANGES IN TERMS AND CONDITIONS).

DURATION 10 min

PREFERRED PLACEMENT ON AGENDA Best Fit

**RESOLUTION AUTHORIZING A LOCAL SALES TAX FOR TRANSPORTATION  
BENTON COUNTY RESOLUTION 2026 - # \_\_\_\_\_**

**WHEREAS**, the condition of Benton County's transportation system has a direct impact on the safety of system users, the county's economy and future economic development; and

**WHEREAS**, current levels of local, state and federal transportation funding are inadequate; and

**WHEREAS**, Minnesota Statute 297A.993, Subdivision 1, authorizes county boards to adopt a countywide sales tax for transportation of up to ½ percent (0.5%) after holding a public hearing and passing an official resolution; and

**WHEREAS**, Minnesota Statute 297A.993, authorizes County Boards, after a public hearing to implement a sales tax of one-half percent (0.5%) by resolution for specific transportation projects; and

**WHEREAS**, proceeds of the sales tax for transportation shall be spent on projects specifically identified at the December 16, 2025 public hearing; and

**WHEREAS**, Benton County proposes to use the proceeds of Sales Tax for the payment of the capital cost of specific transportation projects or improvements;

**WHEREAS**, the addition of other projects or improvements to be considered for funding by countywide sales tax for transportation shall be presented at a public hearing and included in a resolution passed by the Benton County Board of Commissioners; and

**WHEREAS**, the Benton County Board desires to implement the countywide sales tax for transportation, and have the State Department of Revenue collect and distribute the sales tax.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Commissioners of Benton County, Minnesota, authorizes and implements a ½ percent (0.5%) countywide sales tax for transportation as provided for in Minnesota Statute 297A.993;

**BE IT FURTHER RESOLVED** the State Department of Revenue collect and distribute the sales tax to Benton County;

**BE IT FURTHER RESOLVED** Benton County proposes to use the proceeds of Sales Tax for the following transportation projects:

Ref #	Project	Estimated Cost
1	CSAH 4, CSAH 3 Creek to TH 23	\$ 675,000
2	CSAH 7, CSAH 4 to TH 23	\$ 375,000
3	CSAH 33, CSAH 3 to TH 15	\$ 225,000
4	CR 43, CR 58 to TH 25	\$ 600,000

5	CR 55, CSAH 33 to Gordon Bridge	\$ 615,000
6	CR 57, CSAH 3 to CSAH 29	\$ 875,000
7	CR 74, St Cloud to CSAH 1	\$ 75,000
8	CR 75, St Cloud to CSAH 1	\$ 75,000
9	CR 78, CSAH 13 to CSAH 2	\$ 375,000
10	CR 80, CR 80 over Mayhew Creek	\$ 125,000
11	CR 84, Cr 82 to TH 25	\$ 30,000
12	CR 29, Extension to CSAH 3	\$ 4,480,000
13	CR 50, TH 23 to CR 62	\$ 1,600,000
14	CR 80, CSAH 8 to CSAH 3	\$ 2,090,000
15	CSAH 1; from TH 23 to CSAH 29	\$ 21,000,000
16	CSAH 25; from TH 95 to TH 23	\$ 3,375,000
17	CSAH 9; from TH 95 to CSAH 4	\$ 8,250,000
18	CR 40; from TH 25 to CR 78	\$ 2,000,000
19	CR 65; from CSAH 14 to Morrison Co.	\$ 5,000,000
20	CR 72; from CSAH 22 to Morrison Co	\$ 1,000,000
21	CR 84; from CSAH 13 to Highway 25	\$ 2,500,000
	<b>Total Cost=</b>	<b>\$ 55,340,000</b>

**BE IT FURTHER RESOLVED** that collections of a Benton County Local Option Sales Tax for Transportation shall terminate on December 31, 2037, or when revenues sufficient to finance all the projects identified in this Resolution have been collected, whichever is earlier;

**BE IT FURTHER RESOLVED** the Benton County Board of Commissioners hereby directs the County Administrator to certify the tax to the Minnesota Department of Revenue for continued collection of the sales that commenced on October 1, 2019.

Adopted by the Benton County Board of Commissioners this 6<sup>th</sup> day of January, 2026.

(signatures on following page)



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Edd Popp, Chair  
Benton County Board of Commissioners

ATTEST:

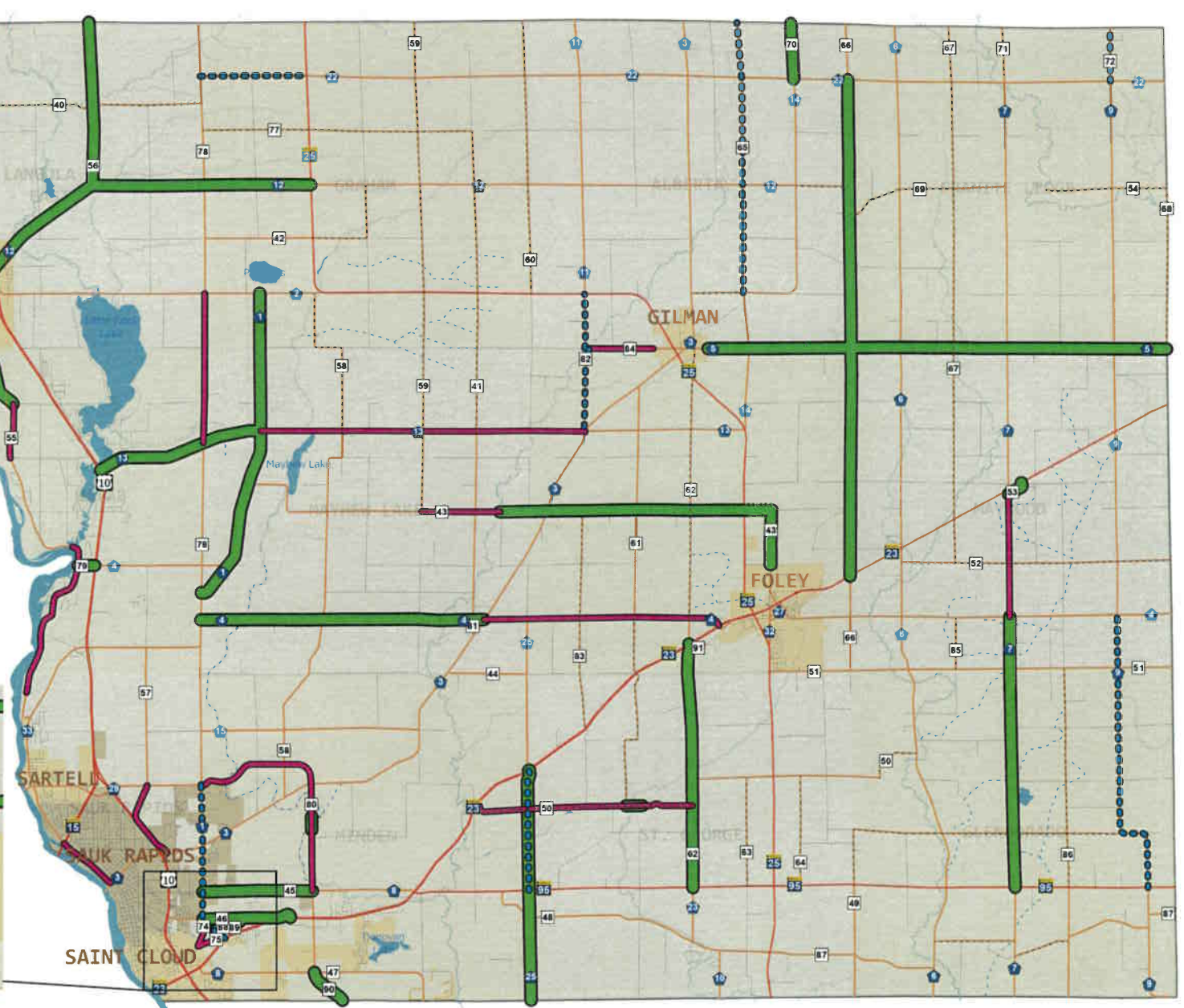
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Montgomery Headley  
Benton County Administrator



## County Sales Tax Projects

- Projects added 2026
- Approved but not constructed
- Completed as of 2025



12/22/2025

# BENTON COUNTY BOARD OF COMMISSIONERS

## AGENDA ITEM REQUEST



MEETING DATE January 6, 2026

☒ REGULAR AGENDA

☐ CONSENT AGENDA

REQUESTING DEPARTMENT County Administrator

### TITLE OF REQUESTED ITEM AS IT WILL APPEAR ON BOARD AGENDA

Schedule Committees of the Whole

### BACKGROUND INFORMATION

Potential Committees of the Whole:

1. 2026 County Board Goal-Setting
2. Quarterly Human Services/Public Health Committees of the Whole
3. Employee Forums
4. Department Head Performance Evaluations (Closed Sessions during a regular Board meeting)

### ACTION REQUESTED

Schedule COWs

### FISCAL IMPACT

ESTIMATED COST (\$) \_\_\_\_\_

SOURCE OF FUNDS \_\_\_\_\_

NEW / ADDITIONAL REVENUE (\$) \_\_\_\_\_

COST BUDGETED IN CURRENT YEAR? ☐ YES ☐ NO

### SUBMITTED/APPROVED

SUBMITTER/SUPERVISOR SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

DEPARTMENT HEAD SIGNATURE \_\_\_\_\_

DATE 12/24/25

COUNTY ATTORNEY SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

☐ STATE GRANT CONTRACT/AGREEMENT NOT REVIEWED BY COUNTY ATTORNEY (GRANT RENEWAL WITH NO CHANGES IN TERMS AND CONDITIONS).

DURATION 5 minutes

PREFERRED PLACEMENT ON AGENDA \_\_\_\_\_