AGENDA

8:30 am  I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE
(At the beginning of each Committee of the Whole Work Session meeting, the floor will be open to solicit public comments. Public comments will be limited to two (2) minutes for each person, subject to the discretion of the County Board Chairperson)

8:35 am  II. SOCIAL SERVICES: Mark Shaw
   A. Out-of-Home Placement Fee Schedule
   B. Estate/Probate Recovery Policy
   C. Changes to Substance Abuse Services in Minnesota

8:40 am  III. HIGHWAY: Dennis Luebbe
   A. Proposed Road Maintenance Agreement with the City of Faribault
   B. Proposed Memorandum of Understanding for Roadway Jurisdictional Transfers/Exchanges

9:10 am  IV. ADJOURN (The Board may meet as a group for lunch)

SPECIAL NEEDS: If you require special services to attend or participate in a public meeting, please call the County’s Administration Office at 507.332.6101 or e-mail slangevin@co.rice.mn.us. TDD users can call 507.332.6248. Please call 24 hours before the meeting, if possible.
AGENDA DATE:  June 19, 2018

REQUEST BY:  Mark Shaw, Social Services

STATE ITEM OF BUSINESS:
Out-of-Home Placement Fee Schedule

BACKGROUND:
The State of Minnesota issues annual guidelines for Social Service fee schedules and Rice County adopts that fee schedule for use in determining out of home placement fees. This discussion is for information purposes and fee schedule approval will be requested at the June 26, 2018 Board of Commissioner meeting.

FISCAL IMPACT:

COUNTY BOARD ACTION REQUESTED:

Reviewed with additional material provided: ✓ Approved
County Administrator
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AGENDA DATE: June 19, 2018

REQUEST BY: Mark Shaw, Social Services

STATE ITEM OF BUSINESS:
Estate/Probate Recovery Policy

BACKGROUND:
State and federal law requires Rice County Social Services to develop policy to recover Medical Assistance and/or General Assistance Medical Care (GAMC). For discussion purposes only; the policy will be brought forward for approval at the June 26, 2018 Board of Commissioner meeting.

FISCAL IMPACT:

COUNTY BOARD ACTION REQUESTED:

Reviewed with additional material provided: ✓ Approved
County Administrator
Rice County Social Services (RCSS)
Estate/Probate Recovery Policy

1. PURPOSE

To recover Medical Assistance (MA) and/or General Assistance Medical Care (GAMC) dollars paid on behalf of eligible recipients as required by State and Federal law.

2. ASSETS SUBJECT TO RECOVERY

All assets remaining at the time of death of a recipient are subject to an MA claim on behalf of DHS and Rice County in accordance with MN Statute 524.3-805, priority of claims. MA claims are categorized as fourth priority.

3. RECOVERY CATEGORIES

A. Alternative Care (AC) services received on or after July 1, 2003.
B. General Assistance Medical Care services received at any age.
C. Medical Assistance services:
   1. MA long-term services and supports (LTSS) received by a recipient 55 years old or older.
   2. All MA services received by a recipient, regardless of age, during permanent residence in a medical institution.

4. REASONABLE FUNERAL EXPENSES

A. Reasonable funeral expenses include expenses directly related to goods sold or offered for sale or rental in connection with the final disposition of the human body. Services sold in connection with the final disposition of the human body, goods that may be used for a funeral service, and services that may be used to prepare a human body for burial or a funeral service are included.

B. Reasonable costs for the following items are paid before MA claims:
   Certificates of death (up to five)
   Mortuary expenses:
      Cremation
      Embalming
      Casket
      Clothing for the body, only if clothing is unavailable
      Ground transportation of the body
      Interment:
      Cemetery plot
Costs of opening and closing grave
Vault
Burial of cremated remains
Grave marker
Lowest-cost stone marker
Engraving

Winter burial
Memorial service, viewing, and visitation:
One of the following:
   Public visitation service
   Funeral service
   Grave site service
Fee or required donation for one officiant
Music (one instrumentalist or vocalist)
One 24-line obituary without picture for a one-day run

5. UNREASONABLE FUNERAL EXPENSES
   A. Expenses for these items are not paid before MA claims:
      Family travel and lodging
      Flowers (no matter the purpose or sender)
      Food and beverage
      Entertainment not listed above as a reasonable expense
      Clothing, unless clothing for the deceased is unavailable
      Police escort
      Memorial cards and thank you cards
      Memorial donations
      Planning costs

6. PREPAID BURIAL TRUSTS AND INSURANCE
   A. If a decedent has a prepaid burial trust, the funds must “be distributed for the
      payment of the at-need funeral goods, funeral services, burial site goods, or burial
      site services selected, with any excess funds distributed to the beneficiary’s
      estate.” A decedent may also have a life insurance policy designed to pay for
      funeral expenses.
   B. RCSS will collect any remaining funds for MA recovery, if appropriate, after
      reasonable funeral expenses have been paid.

7. ANY FILING FOR PROBATE COURT WILL BE REFERRED TO THE RICE COUNTY
   ATTORNEY’S OFFICE (RCAO).
   A. Prior to referring the matter to RCAO for probate court, RCSS shall engage in the
      following notification procedures:
         1. When asserting an MA claim, reasonable efforts to learn the names and current
            addresses of each of the decedent’s heirs and devisees and each person who
has ownership interest in the decedent’s real property must be made.

2. A reasonable, diligent search does not require an extensive search if doing so will impair the estate’s administration, and so long as the search is done “with good faith and from proper motives, and within the bounds of reasonable judgment.” See In re Estate of Thompson, 484 N.W.2d 258, 261 (Minn. Ct. App. 1992)

3. If you cannot identify an heir, devisee, or real property owner after making a reasonable effort, you do not have to send a notice.

4. However, if you identify an heir, devisee, or real property owner but cannot determine the person’s current mailing address, you should mail the notice to that person’s last known address with address service requested, meaning that (1) the notice will be forwarded to the current address and (2) the current address will be sent to you.

B. Probate court or special administration
   1. Upon notification of a probate proceeding by RCSS, RCAO will file a demand for notice and written statement of claim with the court to assert an interest in the estate.

C. Decree of descent
   1. Upon payment of the claim or settlement of the claim, RCAO will complete a Certificate of Clearance and file the certificate with court administration.

D. Affidavit of collection
   1. Collection of personal property can occur after 30 days or more have passed since the decedent’s death if the net value of the estate is $75,000.00 or less and there is no appointment of a personal representative or a request for appointment of a personal representative is pending.

2. To collect by affidavit, mail or deliver to the party in possession of the decedent’s personal property a certified copy of the death certificate and a copy of an affidavit stating:

   - that the net value of the entire probate estate, including the contents of any safe deposit box, less liens and encumbrances, does not exceed $75,000;
   - that 30 days have passed since the decedent’s death (if the property to be collected is in a safe deposit box, state that 30 days have passed since the filing of an inventory of the contents of the box);
   - that no application or petition for the appointment of a personal representative is pending or has been granted in any jurisdiction;
   - the amount of the MA claim and a good faith estimate of the extent to which the decedent was the source of funds or beneficial owner of the account (if you will present the affidavit to a financial institution with a multiple-party account in which the decedent had an interest at the time of death); and
   - that the claiming successor is entitled to payment or delivery of the property.

E. Transfer on death deed (TODD)
   1. RCAO may complete a certificate of clearance against the TODD when requested.
2. The beneficiary, or the beneficiary’s attorney or agent, must complete and send to the county an Application for Certificate of Clearance for Medical Assistance Claim – Transfer on Death Deed (DHS-5893) (PDF).

3. The application must include all the following:
   - the name, date of birth, and Social Security number of the deceased grantor owner and any deceased spouse
   - the legal description of each parcel of property covered under the certificate of clearance
   - the names and addresses of the beneficiaries, attorney or agent

4. A completed clearance within 15 working days after receiving the application.

5. A certificate of clearance will be processed in the following manner:
   - Determine whether the grantor owner or any deceased spouses named in the application received MA under Minnesota Statutes, chapter 256B. Receipt of recoverable MA services under Minnesota Statutes, section 256B.15, gives rise to an estate claim.
   - Complete the Certificate of Clearance for Medical Assistance Claim – Transfer on Death Deed (DHS-5893) (PDF). In the body of the certificate of clearance, indicate whether you have an MA claim against the decedent or any of the deceased spouses named in the application. If you do, enter the claim amount next to the name of the person for whom a claim exists. Include all the following on the certificate of clearance:
     o the property’s legal description
     o the name of the county and local agency
     o the decedent’s full name, date of birth, and date of death
     o the name(s) of any deceased spouse(s) named in the application, whether or not there is any MA claim against each person, and the total amount of each claim if a claim exists
     o the name, address, and telephone number of your agency (the local agency issuing the certificate)
   - Have the director of your agency, or the director's designee, sign the certificate. The certificate must be signed in the presence of a notary.
   - Mail the completed certificate to the applicant at the address on the application.

8. ASSERTION OF A CLAIM CAN BE DELAYED BY THE FOLLOWING:

A. Recipient is survived by a spouse.
   1. When the surviving spouse dies RCSS will file a claim against the marital property in a probate proceeding of the deceased recipients spouse’s estate.
   2. RCSS is limited to the amount that can be recovered in situations where the recipient’s deceased spouse did not receive MA during his or her life.

B. Recipient is survived by a child who is under 21 years of age, blind, or permanently disabled.
1. Recovery will only occur if all children have turned age 21 and after all children who are blind or permanently disabled have passed away.

9. **EXPENDITURE CONFIRMATION**

   A. RCSS will request verification of all claims recoverable under law by completing a DHS-2133 form.

   B. Premium amounts paid by the recipient for AC and Medical Assistance for Employed Person with Disabilities (MA-EPD) will be deducted from the gross claims total to arrive at a final claim amount.

10. **REAL PROPERTY SEARCHES**

    A. RCSS will search for real property owned by the deceased through the use of Landshark and Beacon.

    B. RCSS will refer recovery to DHS in cases where there is an MA Lien or Notice of Potential Claim (NCP) unless otherwise agreed upon by both parties.

       1. RCSS will request a release of an MA Lien/NCP when the estate has paid the MA claim.

    C. RCSS will contact DHS to issue a NPC when a search for real property shows a substantial value in property and the surviving spouse is an MA recipient or enters into a nursing home.

11. **UNDUE HARDSHIP WAIVER**

    A. Application for a waiver must be timely made to RCSS.

       1. Applicant must make written application for the waiver within 30 days of receiving the notice against the estate from RCSS.

       2. RCSS will respond late requests with a denial letter.

    B. RCSS shall consider and determine whether an undue hardship waiver should be given. Undue hardship occurs when:

       1. An MA claim cannot be paid except by selling particular estate property and

       2. That particular estate property is used in one of two ways:

          a. One:

             If an applicant demonstrates all the following:

             The applicant actually and continuously occupied the real property subject to the MA claim as his or her only dwelling place from at least 180 days before the date of the MA member’s death (or before the surviving spouse’s date of death) through the present and will continue to do so through the date the waiver is granted; and

             The applicant had an ownership interest (i.e., joint tenancy, life estate,
contract for deed or otherwise personally has a mortgage on the property) in the real property before the death of the decedent and continues to have an interest.

OR

b. Two
   If an applicant demonstrates all the following:

   The applicant uses specific estate property in his or her trade, profession, or occupation. “Trade, profession, or occupation” includes a working farm that the applicant actually operates, but does not include a farm that is not worked by the applicant, or a farm that is rented; and

   The property is a necessary part of the applicant’s trade, profession, or occupation; and

   The applicant has continuously and exclusively worked in the trade, profession, or occupation for at least 180 days before the date of the MA member’s death (or the date of death of the MA member’s spouse); and

   The applicant has continuously and predominantly worked in the trade, profession, or occupation since the date of the MA member’s (or spouse’s) death and will continue to do so using the estate property at issue.

12. RIGHT TO APPEAL
   A. Applicants whose waiver request was denied may appeal the decision. RCSS will follow the appeals procedures provided under Minnesota Statutes, section 256.0451.

13. FUTURE RECOVERY
   A. The County reserves the right to recover future assets of the estate indefinitely.

14. PROCESSING APPLICATIONS FOR CERTIFICATE OF CLEARANCE FOR MA CLAIMS, NON-PROBATE MATTERS
   A. Upon receiving an application for a certificate of clearance, RCSS will conduct a search for potential claims on both the state Maxis and MMIS systems.

   B. If the deceased appears on one or both of the state systems with a qualifying span of eligibility, RCSS will request a claims history from DHS using the DHS -2133 form to see if RCSS should assert a claim against the estate.

   C. Completed clearance must be mailed to the requestor within 15 working days after receiving the application.

15. PAYMENT OF STATE AND FEDERAL PORTION OF RECOVERY
A. RCSS is responsible to report all recoveries to DHS via MMIS.
B. DHS will bill RCSS monthly for the state and federal portion of the recovery.

16. ESTATE RECOVERY FILE RETENTION

A. All recovery files will be imaged when closed by the recovery worker.
B. Probate files will be retained for 2 years after the probate court file is closed. All other files will be retained for 10 years from the date the recovery file is closed.

EFFECTIVE DATE:

AMENDED:

REFERENCES: Laws of Minnesota 2016, chapter 189, article 19, sections 14-16
Minnesota Statutes 149A.97, 256.0451, 256B.15, 256B.056, 501C.1205, 507.071, subd 23, 514.980-514.985, 524.2-403, 524.3-805, 524.3-1201, 524.3-1202, 524.6-207, 525.312, 525.313, Minnesota Rules 9505.0135, subpart 4
United States Code, title 42, section 1396a, 1396p
Code of Federal Regulations, title 42, sections 430.10-430.25
AGENDA DATE: June 19, 2018

REQUEST BY: Mark Shaw, Social Services

STATE ITEM OF BUSINESS:
Changes to Substance Abuse Services in Minnesota

BACKGROUND:
The Minnesota Department of Human Services (DHS) has applied to the Center of Medicare/Medicaid Services to broaden the scope of Substance Abuse services in Minnesota and will include a variety of services that would become Medical Assistance eligible services. This service menu includes: Comprehensive Assessment, Care Coordination, Peer Recovery Specialist and Withdrawal Management services. Rice County will have the opportunity to enhance the substance abuse services that are provided to Rice County citizens once these services are approved by the federal government.

FISCAL IMPACT:

COUNTY BOARD ACTION REQUESTED:

Reviewed with additional material provided: ✓ Approved
County Administrator
AGENDA DATE: June 19, 2018

REQUEST BY: Dennis Luebbe, Highway

STATE ITEM OF BUSINESS:
Proposed Road Maintenance Agreement with the City of Faribault

BACKGROUND:
The Highway Department has had past Road Maintenance Agreements with the City of Faribault. A new Agreement that updates annual costs, services levels, and road segments is attached for review and discussion. If acceptable, a formal agreement will be proposed at the June 26th Board meeting. The 2019 scope of this proposed Agreement is tied to a proposed, Memorandum of Understanding for Roadway Jurisdictional Transfers/Exchange.

FISCAL IMPACT:

COUNTY BOARD ACTION REQUESTED:
Reviewed with additional material provided:  ✓ Approved
County Administrator
COUNTY OF RICE AND CITY OF FARIBAULT
COUNTY HIGHWAY MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this _______ day of __________, 2018 by and between
the County of Rice, acting by and through its Board of County Commissioners, hereinafter referred to as the
“County”, and the City of Faribault, Minnesota, acting by and through its City Council, hereinafter referred
to as the “City”, WITNESSETH:

WHEREAS, Pursuant to Minnesota Statutes §160.21 and §162.17, the parties hereto desire to enter
into an agreement pertaining to the maintenance of County Highways within the corporate limits of the City
for the years 2018 (beginning July 1, 2018) and 2019 upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, THE PARTIES DO HEREBY AGREE as follows:

I. County Highways Subject to City Maintenance for 2018

The City will, during the calendar year 2018, beginning July 1, 2018, provide the maintenance as
outlined in this agreement on those portions of the following County State Aid Highways (CSAH)
within the corporate limits of the City particularly described as follows:

<table>
<thead>
<tr>
<th>Highway</th>
<th>Local Street Name</th>
<th>Segment Termini</th>
<th>Length (Miles)</th>
<th># of Traffic Lanes</th>
<th>Lane Miles</th>
</tr>
</thead>
<tbody>
<tr>
<td>CSAH 11</td>
<td>7th Street NW</td>
<td>T.H. 21 (Lyndale Ave.) to Wilson Ave.</td>
<td>0.07</td>
<td>4</td>
<td>0.28</td>
</tr>
<tr>
<td></td>
<td>7th Street NW</td>
<td>Wilson Ave. to Western Ave.</td>
<td>0.58</td>
<td>2</td>
<td>1.16</td>
</tr>
<tr>
<td></td>
<td>Roberds Lake Blvd</td>
<td>Western Ave. to Belview Trl.</td>
<td>0.39</td>
<td>3</td>
<td>1.17</td>
</tr>
<tr>
<td>CSAH 18</td>
<td>9th Avenue SW</td>
<td>CSAH 47 (17th St. SW) to Division St. W.</td>
<td>1.50</td>
<td>2</td>
<td>3.00</td>
</tr>
<tr>
<td></td>
<td>9th Avenue NW</td>
<td>Division St. to 2nd St. NW</td>
<td>0.12</td>
<td>2</td>
<td>0.24</td>
</tr>
<tr>
<td></td>
<td>2nd Street NW</td>
<td>CSAH 47 (17th St. SW) to 2nd Street NW</td>
<td>0.04</td>
<td>2</td>
<td>0.08</td>
</tr>
<tr>
<td></td>
<td>8th Avenue NW</td>
<td>CSAH 47 (17th St. SW) to 2nd Street NW</td>
<td>0.15</td>
<td>2</td>
<td>0.30</td>
</tr>
<tr>
<td>CSAH 19</td>
<td>Glynview Trail</td>
<td>CSAH 45 (Willow St.) to Sunshine Lane</td>
<td>0.67</td>
<td>2</td>
<td>1.34</td>
</tr>
<tr>
<td>CSAH 20</td>
<td>Shumway Avenue</td>
<td>T.H. 60 (1st St. NE) to St. Paul Ave.</td>
<td>0.08</td>
<td>2</td>
<td>0.16</td>
</tr>
<tr>
<td></td>
<td>St. Paul Avenue</td>
<td>Shumway Ave. to CSAH 25 (Andrews Dr.)</td>
<td>0.88</td>
<td>2</td>
<td>1.76</td>
</tr>
<tr>
<td>CSAH 45</td>
<td>Willow Street</td>
<td>CSAH 19 (Glynview Trl.) to Albers Path</td>
<td>0.09</td>
<td>3</td>
<td>0.27</td>
</tr>
<tr>
<td></td>
<td>Willow Street</td>
<td>Albers Path to CSAH 47 (17th St. SW)</td>
<td>0.39</td>
<td>2</td>
<td>0.78</td>
</tr>
<tr>
<td>CSAH 47</td>
<td>17th Street SW</td>
<td>CSAH 45 (Willow St.) to CSAH 18 (9th Ave. SW)</td>
<td>0.49</td>
<td>2</td>
<td>0.98</td>
</tr>
<tr>
<td>CSAH 76</td>
<td>Park Avenue NW</td>
<td>30th St. NW to 170th St. W.</td>
<td>1.49</td>
<td>2</td>
<td>2.98</td>
</tr>
</tbody>
</table>

Totals | 6.94 | 14.50 |

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II. County Highways Subject to City Maintenance for 2019

The City will, during the calendar year 2019, provide the maintenance as outlined in this agreement on those portions of the following County State Aid Highways (CSAH) within the corporate limits of the City particularly described as follows:

<table>
<thead>
<tr>
<th>Highway</th>
<th>Local Street Name</th>
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<th>Length (Miles)</th>
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<td>4</td>
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<td>2</td>
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<td>Western Ave. to Belview Trl.</td>
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<tr>
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<td>Glynview Trail</td>
<td>CSAH 45 (Willow St.) to Sunshine Lane</td>
<td>0.67</td>
<td>2</td>
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<td>0.09</td>
<td>3</td>
<td>0.27</td>
</tr>
<tr>
<td></td>
<td>Willow Street</td>
<td>Albers Path to CSAH 47 (17th St. SW)</td>
<td>0.39</td>
<td>2</td>
<td>0.78</td>
</tr>
<tr>
<td>CSAH 76</td>
<td>Park Avenue NW</td>
<td>30th St. NW to 170th St. W.</td>
<td>1.49</td>
<td>2</td>
<td>2.98</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>3.68</td>
<td>7.98</td>
<td></td>
</tr>
</tbody>
</table>

III. Maintenance Activities by City

The maintenance to be performed by the City on the County State Aid Highways and County Roads identified in Section I. shall consist of the following:

(a) Maintain the county highway pavement according to industry standards and practices so as to keep the same smooth and in good repair, for the passage of traffic, and free from all obstructions and impediments to safe travel, to include routine minor maintenance such as filling of “potholes” and crack sealing.

(b) Keep the traveled roadway reasonably free and clear, according to industry standards and practices and City policies, of ice, snow and debris all months of the year and undertake proper sanding when necessary as determined by the City of Faribault Public Works Director or his/her designee.

(c) Perform comprehensive semi-annual street sweeping, as part of City’s regular schedule for spring and fall sweeping, and provide localized sweeping in response to spills on the roadway creating a hazardous or nuisance condition as determined by the City.

(d) Keep catch basin inlets reasonably free of debris to ensure proper drainage from the pavement is being maintained.

(e) Maintain or cause to be maintained by the adjacent property owner(s), the roadside vegetation and landscaping in a neat and orderly fashion by mowing, trimming, and providing for noxious weed control in accordance with the City Code of Ordinances and policies.
(f) Ensure that sidewalks/walkways located in the boulevards are in good repair and snow and ice are removed in accordance with the City Code of Ordinances.

(g) Install and maintain crosswalk and school zone pavement markings in those locations as deemed appropriate by the City.

(h) It shall not be the obligation of the City under this agreement to do any work which shall consist of extraordinary maintenance, such as washouts, frost boils, etc., betterments, seal coating, construction or reconstruction. In the event the County should desire the City to do any such work the parties will enter into a separate agreement therefore. However, if the City becomes aware of such need, the City shall immediately notify the Rice County Highway Engineer or his/her designee of the need for extraordinary maintenance or of any conditions of these highways that would cause unnecessary or unreasonable risk to persons or property.

(i) All materials used by the City in the performance of the work hereunder shall conform to the requirements of the current Minnesota Department of Transportation Standard Specifications for Construction, and all amendments and supplements thereto.

IV. Limited Maintenance on CSAH No. 48 (Lyndale Ave.) from T.H. 60 to I-35
The City will maintain the traffic signal system (at Division Street) and street lighting along this highway segment including bulb replacement, painting, and general maintenance of the signal or light poles. The City will also be responsible for furnishing all electrical power for said street lights and traffic signal system. The City and County agree to split 50/50 any extraordinary costs associated with repair or replacement of the street lights and/or traffic signal system. Sweeping and sanding services may be provided by the City as a courtesy and are not included in the maintenance compensation included in this agreement. The City will be responsible for mowing the median area and the shoulder areas and maintaining other roadside vegetation at its discretion.

V. Other Agreements
The City shall continue to provide the maintenance activities and meet the other obligations for facilities located on County State Aid Highways and County Roads within the corporate limits covered under separate agreements as follows:
(a) CSAH 11 (7th Street NW) from 130 feet east of Wilson Ave. to Cannon River Bridge 1998 Cooperative Construction Agreement (SAP 66-611-08)
   - City responsible for proper maintenance of all storm sewer, sanitary sewer, and watermain facilities, and concrete sidewalks.
(b) CSAH 18 (9th Avenue SW) from CSAH 47 to Botsford Circle 1998 Cooperative Construction Agreement (SAP 66-618-06)
   - City responsible for proper maintenance of all storm sewer, sanitary sewer, watermain facilities, and concrete sidewalks.
(c) CSAH 19 (Glynview Trail) from CSAH 45 to 3600 feet southeast 1991 Cooperative Construction Agreement (SAP 66-619-12)
   - City responsible for proper maintenance of all storm sewer, sanitary sewer, watermain facilities, and concrete sidewalks.
(d) CSAH 20 (St. Paul Avenue) from Ravine Street to CSAH 25 1998 Cooperative Construction Agreement (SAP 66-620-09)
- City responsible for proper maintenance of all storm sewer, sanitary sewer, watermain facilities, and concrete sidewalks.

(e) CSAH 45 (Willow Street) from CSAH 19 to 850 feet south of Allen Path
2010 Cooperative Construction Agreement (SAP 66-645-05)
- City responsible for proper maintenance of all sanitary sewer, watermain facilities, bituminous walkways, and concrete sidewalks.

(f) CR 93 (Western Avenue) from Old 4th Street to City limits
1997 Cooperative Construction Agreement (CP 93-12)
- City responsible for proper maintenance of all storm sewer, sanitary sewer, watermain facilities, and concrete sidewalks.

VI. General Conditions
(a) The County will furnish, install and maintain at all times suitable guide signs, warning signs, and route markers for the guidance of traffic on such County State Aid Highways. The City will furnish, install and maintain at all times suitable regulatory, guide and warning signs that lie within the County highway right-of-way that are deemed necessary for all intersecting City streets along the mainline County Highways.

(b) The City may partially block said highways within its corporate limits at such times as it becomes necessary for the performance of the services under this agreement and, in case of emergency where it is required, such highways may be wholly blocked and the passage of traffic thereon prevented by the City. At no time, however, shall the City continue to obstruct the free passage of traffic on said highways for a longer period of time than is reasonably required for making the necessary repairs thereon. The City may also permit the closing of such streets at such times as it is necessary for the repair or installation of water or gas mains, electric or telephone cables and sewers or services (reference item VI. (c) below). However, the City shall not cause any portion of said highways that is to be maintained hereunder to be closed to traffic for any reasons other than those above set forth and in no event for a time longer than shall be necessary. In the event of the total blocking or closing of such County State Aid Highways or County Roads, the City shall ensure a suitable detour is provided during such time.

(c) The City shall issue and administer necessary permits for excavations within the limits of any of the above roadways in accordance with the terms and conditions specified in the City’s Right-of-Way Management Ordinance. The County shall retain permitting authority for accesses to the County Highways.

VII. Payments
(a) The County will pay to the City the sum of One Thousand, Nine Hundred, Seventy Dollars 13/100 ($1,970.13) per lane mile per year in 2018 for the performance of the work and labor and the furnishings of materials as set forth in Section I on County State Aid Highways and hereinbefore particularly set forth. Fractional miles and fractional months, if any, will be used in computing the amount payable under this agreement.
(b) The County will pay to the City the sum of Two Thousand, Nine Dollars 53/100 ($2,009.53) per lane mile per year in 2019 for the performance of the work and labor and the furnishings of materials as set forth in Section II on County State Aid Highways and hereinbefore particularly set forth. Fractional miles and fractional months, if any, will be used in computing the amount payable under this agreement.

(c) The County will pay to the City the lump sum of Two Thousand Eight Hundred Fifty Dollars 00/100 ($2,850.00) in 2018 and Five Thousand Seven Hundred Dollars 00/100 ($5,700.00) in 2019 for the performance of the work and labor and the furnishing of material for the mowing operations on CSAH No. 48 as set forth in Section IV.

(c) Payment under this agreement shall be made on an annual basis and as soon after January first of the year immediately following the year in which the maintenance was provided, upon submission by the City Director of Public Works of an invoice, approved by the County Highway Engineer of Rice County, verifying that all work was completed during the period for which payment is to be made, in full accordance with this agreement.

(d) The City and County are considering several jurisdictional transfers that would become effective on January 1, 2019. The segment listing in Section II reflects the current proposal of route transfers, however, if one or more proposed transfers/exchanges are not completed, the listing (and corresponding mileage and compensation) will be adjusted accordingly.

VIII. Independent Contractor
It is further understood that all persons working on such highways are employees of the City or its contractors or agents and are in no way employed by the County. All contracts and agreements made by the City, with third parties for the performance of any work to be done under this agreement shall be subject to the terms of this agreement and comply with all State laws and requirements relating to contracts for the construction and maintenance of County State Aid Highways and County Roads.

IX. Indemnification
The parties agree with the exception of the payments due and payable or to come due and payable as herein provided, neither the County of Rice, nor the Board of Commissioners, employee or agents of the County of Rice, either in their individual or official capacity, shall be responsible or liable in any manner to the City or to any person or persons whatsoever for any claim, demand, action, or causes of action of any kind or character arising out of or by reason of the execution of this agreement for the negligent performance and completion of the work and improvements provided for herein or arising out of any contract let by the City for the performance of any of the work provided for herein, and the City agrees to save and keep the County, Board of County Commissioners, employees and agents harmless from all such claims, demands, actions or causes of action, and to defend the County, Board of Commissioners, employees, and agents against any and all thereof, except for the failure of the County to perform extraordinary maintenance as required by Section III thereof when properly notified of the need for such extraordinary maintenance, in which case the County shall assume such liability as the laws require.
X. Termination
If the City fails to perform any of the work named herein under the terms of this agreement, the County may cause such work to be done and performed, and may retain from any moneys then due to the City under this agreement, or thereafter becoming due, any such amount as it required for the completion of such work, provided however, that this paragraph shall not be construed to relinquish any rights of action which may accrue on behalf of the County against the City for any breach of agreement.

Either party may terminate this agreement by notifying the other party in writing no less than 180 days prior to the expiration of the agreement.

IN WITNESS THEREOF, The City and the County have executed this agreement by their respective officers as of the date first written above.

COUNTY OF RICE

Steve Bauer, Chairperson
Rice County Board of Commissioners

ATTEST:

Sara Folsted, County Administrator
Rice County

CITY OF FARIBAULT

Kevin F. Voracek, Mayor
Faribault City Council

ATTEST:

Timothy C. Murray, City Administrator
City of Faribault
AGENDA DATE: June 19, 2018

REQUEST BY: Dennis Luebbe, Highway

STATE ITEM OF BUSINESS:
Proposed Memorandum of Understanding for Roadway Jurisdictional Transfers/Exchanges

BACKGROUND:
The County and City have had periodic discussions about roadway jurisdictional transfers and exchanges. Attached is a draft Memorandum of Understanding that proposes the City to assume ownership of portions of CSAH 18, CSAH 20 and all of CSAH 47. (See attached map) In return, the County will make specific improvements to CSAH 20 and CSAH 47, and provide a total of $1.1 M in payments to the City. If acceptable, the Department would advance plans for construction improvements to CSAH 20 and CSAH 47 for next year. Additional County Board and City Council actions items will be required to effectively transfer the roadway segments.

FISCAL IMPACT:

COUNTY BOARD ACTION REQUESTED:

Reviewed with additional material provided: ✓ Approved
County Administrator
MEMORANDUM OF UNDERSTANDING
for Roadway Jurisdictional Transfers/Exchanges

WHEREAS, the County of Rice, acting by and through its Board of County Commissioners, hereinafter referred to as the “County”, and the City of Faribault, Minnesota, acting by and through its City Council, hereinafter referred to as the “City”, have identified several roadways located within the city of Faribault for transfer/exchange to provide better alignment from a system connectivity and functional operations perspective; and

WHEREAS, the County and City have reviewed and discussed the proposed transfers exchanges and have developed a preliminary understanding of terms and conditions to proceed with said transfers/exchanges; and

WHEREAS, the County and City wish to enter into this memorandum to establish the framework for completing the transfers/exchanges of the roadways, to include the segment identifications, improvements to be made, amount and terms of compensation, and other requirements; and

NOW, THEREFORE, BE IT MUTUALLY AGREED, that the following roadways, currently under the jurisdiction of the County, will be transferred to the City, which shall assume the responsibility for the maintenance, operation, and improvement of said roadways:

- CSAH 18 – T.H. 60 (4th St. NW) to CSAH 47 (17th St. SW)
- CSAH 20 – T.H. 60 (1st St. NE) to CSAH 25 (Andrews Dr.)
- CSAH 47 – CSAH 18 (9th Ave. SW) to CSAH 45 (Willow St.)

ALSO, BE IT MUTUALLY AGREED, that the effective date of the jurisdictional transfers shall be January 1, 2019.

ALSO, BE IT MUTUALLY AGREED, that the County, solely at their cost, shall construct improvements on the routes being transferred to the City as follows, with said improvements to be completed no later than August 31, 2019. The plans and specifications for the improvements shall be reviewed by the City, and the construction of the improvements shall be subject to inspection by the City, prior to acceptance of the improvements.

- CSAH 18 – T.H. 60 (4th St. NW) to CSAH 47 (17th St. SW)
  - Removal of CSAH 18 signage
- CSAH 20 – T.H. 60 (1st St. NE) to CSAH 25 (Andrews Dr.)
  - Limited concrete curb & gutter replacement (as warranted)
  - Drainage structure repairs (as warranted)
  - 2” thick bituminous mill and overlay
  - Pavement markings
  - Removal of CSAH 20 signage
- CSAH 47 – CSAH 18 (9th Ave. SW) to CSAH 45 (Willow St.)
  - Limited concrete curb & gutter replacement (as warranted)
  - Drainage structure repairs (as warranted)
  - Bituminous mill and overlay (4” thick)
  - Pavement markings
  - Removal of CSAH 47 signage
ALSO, BE IT MUTUALLY AGREED, that, as compensation for the increase in roadway mileage being transferred to the City, the County shall pay the City $1,100,000, to be paid in four (4) equal installments of $275,000 beginning in 2019, with each installment due not later than the 31st day of March each year.

ALSO, BE IT MUTUALLY AGREED, that the County shall provide copies of all available information regarding the roadways being transferred to include, but not limited to, the following:
   a) Right-of-way maps and parcel files;
   b) Construction plans and records, as-built construction plans (if available);
   c) Inventory Data;
   d) Records concerning utility permits, drainage permits, driveway and other access permits, advertising and sign permits, and other limited-use permits;
   e) Pavement condition ratings;
   f) Alignment ties, horizontal and vertical control monuments and related data;

IN WITNESS OF THE ABOVE, the parties have caused this memorandum of understanding to be executed on the date and year written below.

COUNTY OF RICE

By: ____________________________________  _____________  
    Steve Bauer, Chairperson    Date

By: ____________________________________  ____________
    Sara Folsted, County Administrator   Date

STATE OF MINNESOTA )
)ss
COUNTY OF RICE )

The foregoing instrument was acknowledged before me this _____ day of ________________, 2018, by Steve Bauer and Sara Folsted, the chairperson and county administrator, respectively, of the County of Rice.

______________________________________________
        Notary Public
CITY OF FARIBAULT

By: ____________________________________  _____________  
    Kevin F. Voracek, Mayor  Date

By: ____________________________________  ____________  
    Timothy C. Murray, City Administrator  Date

STATE OF MINNESOTA  )
   )ss
COUNTY OF RICE     )

The foregoing instrument was acknowledged before me this _____ day of ________________, 2018, by Kevin F. Voracek and Timothy C. Murray, the mayor and city administrator, respectively, of the City of Faribault.

____________________________________  
Notary Public
Beacon™ Rice County, MN

Proposed Roadway Transfers
CSAH 18, CSAH 20, CSAH 47

Overview

Legend
- Cities
- Townships
Main Roads
  CITY
  CR
  CSAH
  INT
  OUTSIDE
  OUTSIDE/SAH
  PLAT
  PR
  RAMP
  RAMP/CSAH
  STHWY
  TA
  TWP
  US HWY
  Road Numbers

Date created: 6/8/2018
Last Data Uploaded: 6/8/2018 4:18:46 AM
Developed by

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