

Board of Commissioners Agenda

May 14, 2024

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

Commissioners: Terry Morrow - Board Chair; Marie Dranttel - Vice Chair; Jack Kolars; Mark Dehen; Kurt Zins

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

1. Pledge of Allegiance
2. Silence Your Cell Phones
3. Approval of Agenda
4. Approval of Consent Agenda:
 - a. [April 23, 2024 Board Minutes](#)
 - b. [Renewal of Contract with St. Peter Schools for Truancy Agent Position](#)
 - c. [End of Probations](#)
 - d. Approval of Bills
5. Public Appearances

9:05 a.m. 6. Sheriff
a. [Electronic Medical Records Contract](#)

9:10 a.m. 7. County Attorney
a. [Complaint Regarding Maintenance of Belgrade Township 130](#)

- 9:15 a.m.**
8. County Attorney Update
 9. Chair's Report
 10. Commissioner Committee Reports, Meetings & Conferences
 11. Approve Per Diems and Expenses
 12. Adjourn Board of Commissioners Meeting

9:20 a.m. Call Drainage Authority Meeting to Order: Chair

1. Approval of Agenda
2. Approval of Consent Agenda
 - a. [April 23, 2024 Drainage Authority Minutes](#)
3. Public Appearances

9:25 a.m. 4. Adjourn Drainage Authority Meeting

Mission Statement

Providing efficient services with innovation and accountability.

Vision Statement

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

Core Values

Leadership. Integrity.
Accountability.
Efficiency. Innovation.

Board of Commissioners Agenda

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Commissioners: Terry Morrow - Board Chair; Marie Dranttel - Vice Chair; Jack Kolars; Mark Dehen; Kurt Zins

Notice of Scheduled Meetings

The following is a notice of scheduled meetings. Pursuant to Minnesota Statute 13D.04, this notice of meetings also serves as notice of regular and special meetings of the Nicollet County Board of Commissioners. Questions or comments regarding Nicollet County meetings and requests to participate can be directed to Mandy Landkamer, Nicollet County Administrator, at 507-934-7074 or mandy.landkamer@co.nicollet.mn.us.

Date	Time	Meeting	Location
May 14	9:00 am	County Board of Commissioners Meeting	Gov. Center Board Room – St. Peter
May 14	*following Board adjournment	Drainage Authority Meeting	Gov. Center Board Room – St. Peter
May 15	8:30 am	Tri-County Solid Waste Joint Powers Mtg.	Gov. Center Board Room – St. Peter
May 20	7:00 pm	Planning & Zoning Commission (PZ) / Board of Adjustments & Appeals (BAA)	Gov. Center EOC – St. Peter
May 21	8:15 am	Individual Dept. Head Meeting – Office of Technologies	Gov. Center EOC – St. Peter
May 21	9:30 am	Board Workshop	Gov. Center EOC – St. Peter
May 27	Closed in Observance of Memorial Day		
May 28	9:00 am	County Board of Commissioners Meeting	Gov. Center Board Room – St. Peter
May 28	*following Board adjournment	Drainage Authority Meeting	Gov. Center Board Room – St. Peter
May 29	12:00 – 2:00 pm	Lighthouse on Marshall Open House	1301 Marshall St. – St. Peter

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APRIL 23, 2024
OFFICIAL PROCEEDINGS OF THE
BOARD OF COUNTY COMMISSIONERS

The Nicollet County Board of Commissioners met in regular session on Tuesday, April 23, 2024 at 9:00 a.m. Present at the meeting were Commissioners Morrow, Dranttel, Kolars, Dehen and Zins. Also present were County Administrator Mandy Landkamer and County Attorney Michelle Zehnder Fischer.

Approval of Agenda

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

Consent Agenda

1. April 9, 2024 Board Meeting Minutes
2. April 16, 2024 Board Meeting Minutes
3. KM Enterprises, Inc. Recycling Services Agreement
4. Additional 2024 Solid Waste Collection and Transportation License Applicant
5. Out of State Travel Request – PPSD Amplify Conference
6. State JPA SWIFT Contract No. JPK-207155
7. End of Probations
8. Approval of Bills
9. Acknowledgement of the Auditor's Warrants and approval of the Commissioner Warrants as presented for the following amounts:
 - a. General Revenue Fund - \$1,491,602.06;
 - b. Road & Bridge Fund - \$93,471.29;
 - c. Human Services Fund - \$184,054.17

Motion by Commissioner Dehen and seconded by Commissioner Zins to approve the above consent agenda items. Motion carried with all voting in favor.

Public Appearances:

There were no public appearances.

Finance:

Quarter One 2024 Donations

Director McCormick appeared before the Board to request approval of the following Quarter One 2024 donations:

<u>FROM WHOM</u>	<u>AMOUNT</u>	<u>PURPOSE</u>
Various Donations	\$140.00	Van Services
N Mankato American Legion #518 Aux	<u>\$300.00</u>	VSO Van Program
	\$ 440.00	
Le Sueur County Sheriff's Youth Project	\$250.00	Community Corrections Program Incentives - GED
Le Sueur County Sheriff's Youth Project	<u>\$250.00</u>	Community Corrections Truancy Program Incentives
(SYP)	\$500.00	
Various Donations	<u>\$135.00</u>	Loan Closet
Total	\$1,075.00	

Motion by Commissioner Kolars and seconded by Commissioner Dranttel to approve the Resolution for the Acceptance of Donations as presented. Motion carried with all voting in favor on a roll call vote.

Health and Human Services:

May as Mental Health Month Proclamation

Director Sassenberg appeared before the Board to present information about mental health and the scheduled activities planned in May. Nicollet County observes Mental Health Month in May by offering information and educational activities to increase awareness and acceptance. Katherine Sump, a Peer Support Specialist at the Lighthouse on Marshall, was in attendance and read the Proclamation of May as Mental Health Month.

Motion by Commissioner Dehen and seconded by Commissioner Dranttel to proclaim May as Mental Health Month. Motion carried with all voting in favor.

Set Public Hearing Date for the Local Housing Trust Fund Ordinance

Motion by Commissioner Kolars and seconded by Commissioner Zins to set May 28, 2024 at 9:15 a.m. for the Local Housing Trust Fund Ordinance public hearing. Motion carried with all voting in favor.

Property Services:

Zoning Specialist Zehnder came before the Board to request consideration of the following conditional use permit request and findings of fact from the April 15, 2024 Planning & Zoning Advisory Commission:

1)	Willy Walter	PLN24-07	Three-year Mineral Extraction Permit Renewal to Mine, Crush, and Stockpile Gravel
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The Planning Commission recommends approval with staff's recommended conditions and the amendment of condition #9.

Motion by Commissioner Zins and seconded by Commissioner Dehen to accept the

Planning & Zoning Advisory Commission's April 15, 2024 report, permit, recommendations, and findings as submitted therein. Carried with a 4-0 vote. Commissioner Dranttel abstained from the vote.

Administration

Continuous Improvement – Award for Most Impactful 2023

Administrator Landkamer presented the Award for Most Impactful 2023 to staff in the Health and Human Services, Finance, and Human Resources Departments. The Commissioners thanked staff for their innovation and commitment to public service throughout the year.

Community Corrections Collective Bargaining Agreement

At this time, 9:23 a.m., the Board moved to a closed session, pursuant to Minnesota Statutes Chapter 13D.03 to discuss the Community Correction Union Contract for 2024. In attendance were Commissioners Kolars, Morrow, Dranttel, Dehen, and Zins. Also in attendance were County Attorney Michelle Zehnder Fischer and County Administrator Landkamer. The meeting was reopened at 9:54 a.m.

Motion by Commissioner Kolars and seconded by Commissioner Dehen to approve the Community Corrections Collective Bargaining Agreement for 2024. Motion carried with all voting in favor.

County Attorney:

County Attorney Zehnder Fisher reiterated April 21-27 is Crime Victims' Rights Week and the emotional and physical impacts crimes have on people's lives. The County Attorney also shared April is Sexual Assault Awareness Month and April 24 is Denim Day. Staff are encouraged to wear jeans to bring awareness to the continued existence of misinformation about sexual assaults and to show support for survivors. Lastly, Ms. Peterson attended the Senior Expo and Mankato Project Community Connect to provide awareness of services for individuals within Nicollet and Blue Earth Counties.

Chair's Report

- CHB Personnel Meeting
- Special Board Meeting
- County Personnel Committee Meeting

Commissioner Committee Reports

The Commissioners reported on various meetings and activities, including:

Commissioner Kurt Zins

- PZAC
- Board Workshop
- Individual Department Head Meeting
- CHB Personnel Meeting

Commissioner Mark Dehen

- MRCI Executive Committee Meeting
- Board Workshop

Commissioner Marie Dranttel

- Board Workshop
- Individual Department Head Meeting
- Special Board Meeting
- TDS Board Meeting

Commissioner Jack Kolars

- Diversity Council
- MVAC Head Start
- Board Workshop
- Special Board Meeting
- AMC – Homerun Leadership
- AMC Education Committee

Approve Per Diems and Expenses

Motion by Commissioner Kolars and seconded by Commissioner Dehen to approve the expenses and per diems for the meetings noted above during the Commissioner Reports and/or as submitted on approved expense reports, and authorize payment of those expenses and per diems by the Finance Office. Motion carried unanimously.

Adjourn

The meeting adjourned at 10:07 a.m.

TERRY MORROW, CHAIR
BOARD OF COMMISSIONERS

ATTEST:

MANDY LANDKAMER,
CLERK TO THE BOARD

Nicollet County Board of Commissioners Board Meeting Agenda Item



Agenda Item: Contract with St. Peter Schools for Truancy Agent Position		
Primary Originating Division/Dept.: Community Corrections Contact: Rich Molitor Title: Director Amount of Time Requested: minutes Presenter: Title:		Meeting Date: 05/14/2024 Item Type: (Select One) Consent Agenda Attachments: ☒ Yes ☐ No
County Strategy: (Select One) Programs and Services - deliver value-added quality services		
BACKGROUND/JUSTIFICATION: Renewing Truancy Agent Contract with St. Peter Schools for a 2 year period (2024-2026)		
Supporting Documents: ☒ Attached ☐ In Signature Folder ☐ None		
Prior Board Action Taken on this Agenda Item: ☒ Yes ☐ No If "yes", when? (provide year; mm/dd/yy if known) August 2022		
Approved by County Attorney's Office: ☐ Yes ☐ No ☒ N/A		
ACTION REQUESTED: Signature of Contract		
FISCAL IMPACT: Other (Select One) If "Other", specify:		FUNDING County Dollars = State (Select One)
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease," specify: Related Financial/FTE Comments:		Total:

**COOPERATIVE AGREEMENT BETWEEN
NICOLLET COUNTY COMMUNITY CORRECTIONS AND
ST. PETER PUBLIC SCHOOLS**

This agreement is made and entered into by and between the County of Nicollet, State of Minnesota, (hereinafter "County"), on behalf of Nicollet County Community Corrections, St. Peter, Minnesota 56082, (hereinafter "Agency"), and Independent School District 508 – St. Peter Public Schools, St. Peter, Minnesota 56082, hereinafter referred to as the "School." This agreement is entered into for the period from July 1, 2024 to June 30, 2026.

WITNESSETH

WHEREAS, the Agency and the School both recognize the importance of students attending school each and every day and the permitting of absences only with legal justification;

WHEREAS, both the Agency and the School recognize that early intervention with those students who are beginning to demonstrate attendance issues is effective to eliminate continuing absences and the need to petition the student as truant;

WHEREAS, both the Agency and the School recognize that students who are petitioned to Court as truant are in need of more intensive services as school attendance issues are generally a symptom of other underlying issues;

WHEREAS, both the Agency and School recognize that a collaborative effort to address attendance issues is mutually beneficial to both organizations;

NOW THEREFORE, in consideration of the mutual understandings and agreements set forth herein, the Agency and School agree as follows:

1. COUNTY/AGENCY DUTIES

County will employ an individual in the position of a truancy liaison officer. The individual will be an employee of Nicollet County, assigned to the Agency. The individual will be deemed a Nicollet County employee for purposes of employment benefits including health care coverage, vacation and sick time, holiday designations and pay, and other Nicollet County employee-related benefits. The individual will be subject to the Nicollet County Employee Policies and Procedures as set forth in Nicollet County's Personnel Rules and Regulations, as may be amended from time to time. Provided, however, it is understood by all parties to this agreement that this position is a Community Corrections Act funded position. Nicollet County receives monthly payments from the State that the County can implement for correctional services. In the sole discretion of Nicollet County this agreement will be null and void. The Agency shall have no obligation to employ a person in the position of a truancy liaison officer.

The Agency will provide supervision for the position, with the assistance of and input from the School.

The County will provide the individual with mileage reimbursement for meetings held at sites other than Nicollet County offices or the School facilities, and for other trips not including to the facilities of the School or Agency. The County will provide the individual with a cellular phone.

2. SCHOOL DUTIES

The School will be responsible for providing the individual with office space, office supplies, and a computer. It is expected by the parties that the truancy liaison officer will spend at least an average of a full-time equivalent .6 position on School related matters during the months school is in session.

3. PAYMENT OF SERVICES

A. The parties to this Agreement understand that the funding for this position is dependent upon grants received by Nicollet County, from the State of Minnesota Community Corrections Act. In the event that Nicollet County does not receive funding from these grant sources or from State of Minnesota Community Corrections Act, the Agency's obligations under this Agreement are null and void and it will have no obligation to provide any funds for this position or provide the services set forth herein.

B. The School shall be responsible for the hourly wage cost for a full-time equivalent .6 position. The County shall generate an invoice to the School setting forth the School's payment obligation. The School agrees to pay its share on a quarterly basis commencing October 1, 2024. The School shall review the invoice and make payment of the approved charges within thirty-five (35) working days of the receipt of the invoice from the County, or upon approved by the School Board, whichever is earlier. The School's financial obligation for the first 12 month period is \$21,612.99. Provided, however, this amount shall be increased by the same percentage used to adjust teacher salaries as a result of their current union negotiations for 2024-2025 and 2025-2026 school years.

The second term of the contract shall be from July 1, 2025 to June 30, 2026. The School's minimum obligation for the second term of the contract shall be \$22,045.25. The School agrees to act in good faith to seek additional funding resources for the second term of the contract and the School will discuss the additional funding sources with the Agency by June 30, 2025. Should the School not secure additional funding resources to meet or exceed the funds paid during the 2024-2025 contract year, the County reserves the right to modify the allocation of resources dedicated to the School to proportionately match the funds provided.

4. SAFEGUARD OF STUDENT INFORMATION

The School, its officers, agents, owners, partners, employees, volunteers and subcontractors shall abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 (MGDPA); the Health Insurance Portability and Accountability Act (HIPAA) and implementing regulations, if applicable; and Title 42,

part 2, of the Code of Federal Regulations and all other applicable state and federal laws, rules, regulations and orders relating to data privacy or confidentiality, except upon written consent of such student, the student's parent or guardian, or the student's attorney, in connection with these laws and regulations. If the School creates, collects, receives, stores, uses, maintains or disseminates data because it performs functions of the County pursuant to this Agreement, then the School must comply with the requirements of the MGDPA, HIPAA, or other laws and regulations as if it were a government entity, and may be held liable under these Acts and statutes for noncompliance. The School agrees to defend, indemnify and hold harmless the County, its officials, officers, agents, employees, and volunteers from any claims resulting from the School's officers', agents', owners', partners', employees', volunteers', assignees' or subcontractors' unlawful disclosure and/or use of such protected data, or other noncompliance with the requirements of this section. The School agrees to promptly notify the Agency if it becomes aware of any potential claims, or facts giving rise to such claims, under the MGDPA, HIPAA or other regulations. The terms of this section shall survive the cancellation or termination of this Agreement.

5. EQUAL EMPLOYMENT OPPORTUNITY AND CIVIL RIGHTS AND NONDISCRIMINATION

The School shall not exclude any person from full employment rights on the grounds of any protected status or class, include race, color, creed, religion, national origin, sex, gender identity, marital status, status with regard to, public assistance status, familial status, membership or activity in a local commission, disability, sexual orientation, or age. No person who is protected by applicable law against discrimination shall be subjected to discrimination.

6. BONDING, INDEMNITY, AND INSURANCE CLAUSE

- A. Indemnity: The School does hereby agree that it will indemnify, hold harmless, and defend the County, its commissioners, officers, agents, employees, and volunteer workers against claims, losses, expenses, damages or lawsuits for damages any and all which such parties or individuals may hereafter sustain, incur, or be required to pay;

By reason of any person suffering personal injury, death or property loss or damage either while participating in or receiving from the School the care and services to be furnished by School under this Agreement, or while on premises owned, leased or operated by School, or while being transported to or from said premises in any vehicle owned, operated, leased, chartered or otherwise contracted for by the School or any officer, agent, or employee thereof; or

By reason of any person employed or allegedly employed by the School, for any claim or cause of action in equity or for damages arising out of the employment or alleged employment, or discrimination; or

By reason of any intentional or negligent act or omission of the School, its agents, officers, or employees in the performance of services provided herein.

Provided, nevertheless, the School shall not be responsible for the act or omission of any providers who are not under its direction and control.

- B. Insurance: The School does further agree that in order to protect itself, as well as the County under the indemnity agreement provision hereinabove set forth, the School will at all times during the term of this agreement, have and keep in force a general liability insurance policy in the amount of not less than One Million, Five Hundred Thousand Dollars (\$1,500,000.00) per occurrence. Nicollet County shall be named an additional insured under such policy.

The School agrees that it shall not cancel or materially change said policy without thirty (30) days prior notice to the Agency. A certificate of insurance will be provided to the Agency within ten (10) days of the signing of this Agreement.

7. CONDITIONS OF THE PARTIES' OBLIGATIONS

- A. This Agreement may be canceled by either party at any time with or without cause upon thirty (30) days' written notice to the other party. In such event, the County shall be entitled to payment for all services provided through the date of the written notice on a prorate basis.
- B. Any alteration, variation, modifications, or waivers of provisions of this agreement shall be valid only when they have been reduced to writing, duly signed, and attached to the original of this agreement.

8. RECORDS—AVAILABILITY/ACCESS

Subject to the requirements of Minnesota Statutes Section 16C.05, subd. 5, the School agrees that the Agency, the State Auditor, or any of their authorized representatives, at any time during normal business hours, and as often as they may reasonable 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 School and involve transactions relating to this Agreement and for six (6) years after its termination or cancellation.

9. MISCELLANEOUS

- A. Entire Agreement: It is understood and agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the School and Agency relating to the subject matter hereof. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties.
- B. Health Insurance Portability and Accountability Act: The School and Agency agree to comply with the Health Insurance Portability Accountability Act (HIPPA) and, if necessary, sign a business associate contract with the Agency.

Chairperson, Nicollet County Board of Commissioners

Date

Chairperson, Independent School District 508 – St. Peter Public Schools

Date

APPROVED AS TO FORM AND EXECUTION:

Nicollet County Attorney

Date

Nicollet County Board of Commissioners Board Meeting Agenda Item



Agenda Item: End of Probations	
Primary Originating Division/Dept.: Human Resources	Meeting Date: 05/14/2024
Contact: Kristy Larson Title: HR Director	Item Type: (Select One) Consent Agenda
Amount of Time Requested minutes	
Presenter: Kristy Larson Title: HR Director	Attachments: ☐ Yes ☒ No
County Strategy: (Select One) Facilities and Space - preserve, maintain and build our assets	
BACKGROUND/JUSTIFICATION: Health and Human Services Health and Human Services Director Cassie Sassenberg has requested the end of probation for MacKenzie Bernardson, Case Manager, effective May 1, 2024, and Jessica Gunderson, Case Manager, effective May 30, 2024. Sheriff's Office Sheriff Dave Lange has requested the end of probation for Darrin Isaacson, Criminal Investigator, effective April 24, 2024, and Brandy Bryant, Correctional Officer, effective May 8, 2024. Technologies Technologies Director Jason Dragvold has requested the end of probation for Anthony Gomez, Systems Technician, effective April 3, 2024.	
Supporting Documents: ☐ Attached ☒ In Signature Folder ☐ None	
Prior Board Action Taken on this Agenda Item: ☒ Yes ☐ No	
If "yes", when? (provide year; mm/dd/yy if known)	
Approved by County Attorney's Office: ☐ Yes ☐ No ☒ N/A	
ACTION REQUESTED: Grant end of probationary status	
FISCAL IMPACT: Other (Select One) If "Other", specify	FUNDING County Dollars = Grant (Select One)
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:	Total

Nicollet County Board of Commissioners

Board Meeting Agenda Item



Agenda Item: Electronic Medical Records Contract	
Primary Originating Division/Dept.: Sheriff's Office	Meeting Date: 05/14/2024
Contact: Dave Lange Title: Sheriff	Item Type: Regular Agenda (Select One)
Amount of Time Requested: 5 minutes	
Presenter: Dave Lange Title: Sheriff	Attachments: ☐ Yes ☒ No
County Strategy: Technology Solutions - invest in tools to create efficiencies (Select One)	
BACKGROUND/JUSTIFICATION: Sheriff's Office is wishing to move all inmate medical records to an Electronic Medical Records program. Our current medical provider (Advanced Correctional Health) ACH has submitted a contract to provide this services for us. The cost to implement this service will be covered the first year by a MDH grant that is in place. The grant will cover the initial startup cost of \$12,419.00 and first year annual fee of \$17,049.	
Supporting Documents: ☒ Attached ☐ In Signature Folder ☐ None	
Prior Board Action Taken on this Agenda Item: ☐ Yes ☒ No	
If "yes", when? (provide year; mm/dd/yy if known)	
Approved by County Attorney's Office: ☐ Yes ☐ No ☒ N/A	
ACTION REQUESTED: Request Board Chair and County Administrator signatures once contact is approved by Sheriff and County Attorney.	
FISCAL IMPACT: Other (Select One) If "Other", specify:	FUNDING County Dollars = State 29,468.00 (Select One) Total: \$29,468.00
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease," specify: Related Financial/FTE Comments:	

Nicollet County Board of Commissioners

Board Meeting Agenda Item



Agenda Item:

Complaint Regarding Maintenance of Belgrade Township 130

Primary Originating Division/Dept.: County Administration

Meeting Date: 5/14/2024

Contact: Michelle Zehnder ☒ Title: County Attorney

Item Type:
(Select One) Regular Agenda

Amount of Time Requested 5 minutes

Presenter: Michelle Zehnder ☒ Title: County Attorney

Attachments: ☒ Yes ☐ No

County Strategy: Programs and Services - deliver value-added quality services
(Select One)

BACKGROUND/JUSTIFICATION:

Nicollet County received a written complaint regarding the maintenance of an area described both as as Township Road 130 and Township Cartway. Minn. Stat. § 163.16, subd. 1, provides that the County Board, by resolution, shall set a hearing on a written complaint signed by five or more landowners alleging a town road is not properly maintained. A proposed resolution has been prepared for the Board's consideration.

It is proposed that May 28, 2024, at 10:30 a.m. and June 25, 2024, at 10:30 a.m. be selected for the hearing dates.

After the hearing is set, the Director of Property and Public Services will mail notice of the hearing to the town clerk and all persons who signed the complaint. A proposed notice has been prepared for the Board's consideration.

Supporting Documents: ☒ Attached ☐ In Signature Folder ☐ None

Prior Board Action Taken on this Agenda Item: ☐ Yes ☒ No

If "yes", when? (provide year; mm/dd/yy if known)

Approved by County Attorney's Office: ☐ Yes ☐ No ☒ N/A

ACTION REQUESTED:

Set hearing dates of May 28, 2024 and June 25, 2024, both to start at 10:30 a.m.

FISCAL IMPACT: No fiscal impact
(Select One)

FUNDING
County Dollars =

If "Other", specify

Grant
(Select One)

FTE IMPACT: No FTE change
(Select One)

Total

If "Increase or "Decrease" specify:

Related Financial/FTE Comments:



RESOLUTION ESTABLISHING HEARING ON IMPASSABLE ROAD COMPLAINT UNDER MINNESOTA STATUTE § 163.16

Whereas, Nicollet County received a written complaint from landowners alleging a travel way described in the complaint as both Township Road 130 (T130) and Township Cartway (TC130) is not being properly maintained by Belgrade Township; and

Whereas, Minn. Stat. § 163.16 sets forth the procedure to be followed by a county board when landowners believe a township road is not being properly maintained by the township; and

Whereas, Minn. Stat. § 163.16, subd. 1 provides that the County Board shall set a hearing on said complaint if the complaint is signed by five (5) or more landowners; and

Whereas, the complaint received by Nicollet County was signed by at least five (5) or more landowners; and

Whereas, Minn. Stat. § 163.16 applies to the maintenance of township roads. Minn. Stat. § 164.08 and Minn. Stat. § 164.10 apply to the maintenance of township cartways; and

Whereas, the documents presented raise a question whether the travel area alleged to be impassable is a township road or a township cartway; and

Whereas, the interests of economy and efficiency warrant holding a hearing first to determine whether the challenged travel way is a town road or a town cartway.

NOW THEREFORE, the Nicollet County Board of Commissioners directs as follows:

1. The written complaint regarding the travel way described in the complaint as Township Road 130 (T130) and Township Cartway (TC130) shall come before the Nicollet County Board of Commissioners for a hearing on May 28, 2024, at 10:30 a.m. The purpose of the hearing will be to determine whether the challenged travel way is a town road or a town cartway. If the Board concludes the travel way is a township cartway, the matter before the Nicollet County Board of Commissioners will be concluded as the Board of Commissioners does not have jurisdiction over maintenance of township cartways.
2. If the Board determines the challenged travel way is a township road, the written complaint shall again come before the Board of Commissioners for a hearing on June 25, 2024 at 10:30 a.m. The purpose of the hearing will be to determine whether the challenged travel way is impassable, and if impassable, the appropriate remedy thereof.
3. The Director of Property and Public Services shall mail of copy of the complaint and a copy of this Resolution to the Belgrade Town Clerk.
4. The Director of Property and Public Services shall mail a copy of this Resolution to all persons signing the complaint.

Dated: _____

Terry Morrow, Board Chair
Nicollet County Board of Commissioners

ATTEST:

Mandy Landkamer
County Administrator/Clerk to the Board

**NOTICE OF HEARING AND PROCEDURES
PURSUANT TO MINNESOTA STATUTE §163.16
NICOLLET COUNTY BOARD OF COMMISSIONERS**

YOU ARE HEREBY GIVEN NOTICE THAT:

1. The Nicollet County Board of Commissioners will conduct an open and public hearing starting at 10:30 a.m. or as soon thereafter as may be heard, on Tuesday, May 28, 2024, at the Nicollet County Board Room in the Nicollet County Government Center, 501 South Minnesota Ave., St. Peter, Minnesota. If necessary, the matter will again come before the Nicollet County Board of Commissioners on Tuesday, June 25, 2024, at the Nicollet County Board Room in the Nicollet County Government Center, 501 South Minnesota Ave., St. Peter, Minnesota.
2. The purpose of the hearings will be to accept testimony and evidence regarding a complaint of an impassible road in Belgrade Township under Minnesota Statutes §163.16. The travel way is described both as T130 and TC 130 in the submitted written complaint.
3. The sole purpose of the hearing on May 28, 2024, will be to determine whether the challenged travel way is a town road or a town cartway. The Board will not hear testimony and evidence related to whether the travel way is passible during this hearing.
4. If the Board concludes the travel way is a town road, the hearing will continue on June 25, 2024, to allow for testimony as to whether the complained of travel way is impassable. If the Board concludes that the travel way is not a town road, there will be no further hearings before the County Board related to the written complaint.
5. The matter shall be presided over by the County Board.
6. Testimony during the May 28, 2024 hearing may be given by the officers of the town and the complainants who may also present such exhibits and documentary evidence as deemed proper and relevant by the County Board as to the issue of whether the travel way is a township road or township cartway. If there is a hearing on June 25, 2024, testimony may be given by the officers of the town and the complainants who may present such exhibits and documentary evidence as deemed proper and relevant by the County Board as to the issue of whether the travel way is passable. All testimony shall be given under oath and subject to examination by the Board and at the sole discretion of the Board. Testimony shall be taken in person.
7. Parties may be represented by counsel of their choosing at their own expense. If a party is represented by counsel, the attorney should submit a Notice of Appearance

to the Director of Property and Public Services, and serve it by means of United States mail on the County Board Chairperson and other parties of record served with this Notice of Hearing.

8. Any party seeking to introduce any exhibits into the hearing record shall mark the exhibit in advance, labeling it with the party's name and a sequential exhibit number. Any party seeking to submit an exhibit shall submit eight (8) copies with one (1) being for the formal record, one (1) for each of the County Commissioners, one (1) for the other parties to review in the course of the hearing, and one (1) for other county representatives. The Board Chair shall determine the relevancy and admissibility of any proffered exhibits to determine whether the exhibit shall be included in the hearing record.



APRIL 23, 2024
OFFICIAL PROCEEDINGS OF THE
NICOLLET COUNTY DRAINAGE AUTHORITY

The Nicollet County Drainage Authority met in regular session on Tuesday, April 23, 2024, following the adjournment of the regular Board of Commissioners meeting. Present at the meeting were Commissioners Morrow, Dranttel, Kolars, Dehen, and Zins. Also present were County Administrator Mandy Landkamer and County Attorney Zehnder Fischer.

Approval of Agenda

Motion by Commissioner Dehen and seconded by Commissioner Dranttel to approve the agenda. Carried unanimously.

Consent Agenda

Motion by Commissioner Kolars and seconded by Commissioner Dehen to approve the consent agenda items as follows:

- a. April 9, 2024 Drainage Minutes
- b. Consider Ditch Repair Reports 24-008 through 24-010

Carried unanimously.

Public Appearances:

Joshua Minzer approached the Drainage Authority concerning the bridge over CD30A in January 2024. His family had purchased the property in 2022 with intentions to construct a home. Mr. Minzer wanted to reiterate their motivation to build and understands there is a process to replace the bridge.

Adjourn

The meeting was adjourned at 10:16 a.m.

TERRY MORROW, CHAIR
BOARD OF COMMISSIONERS

ATTEST:

MANDY LANDKAMER,
CLERK TO THE BOARD