

Board of Commissioners Agenda

October 8, 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. [September 24, 2024 Board Minutes](#)
 - b. [End of Probations](#)
 - c. [Joint Powers Agreement Minnesota Anti-Heroin Task Force Program](#)
 - d. [FY 2025 MPCA SSTs Program Grant Agreement](#)
 - e. [Approval of Bills](#)
 5. Public Appearances
- 9:05 a.m. 6. University of Minnesota Extension**
- a. [Consider Proclamation for 4-H Week 2025](#)
- 9:10 a.m. 7. Health and Humans Services**
- a. [Consider Resolutions for Adopted Revisions to Environmental Health Ordinances](#)
- 9:20 a.m. 8. Public Works**
- a. [Consider Resolution Transferring Excess Municipal Construction Funds to Regular Construction Funds Account](#)
 - b. [Consider Snow Removal Agreement with City of New Ulm](#)
- 9:30 a.m. 9. Human Resources**
- a. [MHC Renewal for 2025 Medical Insurance](#)
10. County Attorney Update
 11. Chair's Report
 12. Commissioner Committee Reports, Meetings & Conferences
 13. Approve Per Diems and Expenses
 14. Adjourn Board of Commissioners Meeting
- 9:35 a.m. Call Drainage Authority Meeting to Order: Chair**
1. Approval of Agenda
 2. Approval of Consent Agenda
 - a. [September 24, 2024 Drainage Authority Minutes](#)
 - b. [Consider Ditch Repair Report 24-025](#)
 3. Public Appearances
 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

October 8, 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

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
Oct. 8	9:00 a.m.	County Board of Commissioners Meeting	Gov. Center Board Room – St. Peter
Oct. 8	*following Board adjournment	Drainage Authority Meeting	Gov. Center Board Room – St. Peter
Oct. 8	5:00 p.m. – 8:00 p.m.	REDA Annual Meeting	Sky One Eleven, Mankato
Oct. 9	8:30 a.m. – 10:30 a.m.	SWCD Field Tour	Various Locations
Oct. 14	10:30 a.m.	Nuvera Fiber Grant Celebration	Immanuel Lutheran School, Courtland
Oct. 15	8:15 a.m.	Individual Department Head Meeting (Public Works Road Tour)	Various Locations
Oct. 16	10:30 a.m. - Noon	Mental Health Walk	Minnesota Square Park, St. Peter
Oct. 22	9:00 a.m.	County Board of Commissioners Meeting	Gov. Center Board Room – St. Peter
Oct. 22	*following Board adjournment	Drainage Authority Meeting	Gov. Center Board Room – St. Peter
Oct. 23	8:00 a.m. to 1:00 p.m.	AMC District 7 Meeting	Waseca County

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SEPTEMBER 24, 2024
OFFICIAL PROCEEDINGS OF THE
BOARD OF COUNTY COMMISSIONERS

The Nicollet County Board of Commissioners met in regular session on Tuesday, September 24, 2024, at 9:00 a.m. Present at the meeting were Commissioners Dranttel, Kolars, Zins, and Dehen. 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. September 10, 2024 Board Meeting Minutes
2. End of Probations
3. Juvenile Work Crew Contract with Blue Earth County
4. Delegation Agreement Related to Cannabis Zoning and Land Use
5. Approval of Bills
6. Acknowledgement of the Auditor's Warrants and approval of the Commissioner Warrants as presented for the following amounts:
 - a. General Revenue Fund - \$143,787.96
 - b. Road & Bridge Fund - \$35,853.07
 - c. Human Services Fund - \$81,707.91

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.

Administration:

Set Public Hearing Date for the Fee Schedule Amendment

Administrator Landkamer requested approval to set a public hearing on December 17, 2024 at 9:30 a.m. to consider amendments to the County Fee Schedule.

Motion by Commissioner Kolars and seconded by Commissioner Dehen to set the public hearing on December 17, 2024 at 9:30 a.m. Motion carried with all voting in favor.

Consider Resolution Adopting the 2025 Preliminary Property Tax Levy and Setting the 2025 Levy and Budget Public Comment Meeting

Administrator Landkamer requested approval of a resolution to set the 2025 preliminary tax levy and set the 2025 Tax Levy and Budget Public Hearing for December 5, 2024 at 6:30 p.m. in the Nicollet County Government Center Board Room.

Administrator Landkamer also provided a table and pie graph of the impact of the preliminary tax levy to the different tax classifications.

Motion by Commissioner Dehen and seconded by Commissioner Kolars to approve the preliminary property tax levy of \$27,335,294, or a 3.5% levy, and to set the Levy and Budget Public Hearing for December 5, 2024 at 6:30 p.m. Motion carried with all voting in favor on a roll call vote.

Health and Human Services:

Public Hearing – Environment Health Ordinances

- ***Nicollet County Lodging Ordinance***
- ***Nicollet County Food and Beverage Ordinance***
- ***Nicollet County Manufactured Home Parks, Recreational Camping Area and Youth Camps Ordinance***
- ***Nicollet County Swimming Pool Ordinance***

Vice Chair Dranttel opened the public hearing on the Nicollet County Lodging Ordinance; the Nicollet County Food and Beverage Ordinance; the Nicollet County Manufactured Home Parks, Recreational Camping Area and Youth Camps Ordinance; and the Nicollet County Swimming Pool Ordinance.

Director Sassenberg requested consideration of the amendments to the Nicollet County Lodging Ordinance, Nicollet County Food and Beverage Ordinance, Nicollet County Manufactured Home Parks, Recreational Camping Area and Youth Camps Ordinance, and the Nicollet County Swimming Pool Ordinance. Director Sassenberg summarized the amendments to each ordinance. No comments were made during the public comment portion, and the public hearing was closed.

Motion by Commissioner Kolars and seconded by Commissioner Dehen to approve the amendments to the Nicollet County Lodging Ordinance. Motion carried with all voting in favor on a roll call vote.

Motion by Commissioner Kolars and seconded by Commissioner Zins to approve the amendments to the Nicollet County Food and Beverage Ordinance. Motion carried with all voting in favor on a roll call vote.

Motion by Commissioner Dehen and seconded by Commissioner Zins to approve the amendments to the Nicollet County Manufactured Home Parks, Recreational Camping Areas, and Youth Camps Ordinance. Motion carried with all voting in favor on a roll call vote.

Motion by Commissioner Zins and seconded by Commissioner Dehen to approve the amendments to the Nicollet County Swimming Pool Ordinance. Motion carried with all voting in favor on a roll call vote.

County Attorney Update:

No additional information was shared from the County Attorney's Office.

Chair's Report:

- Region 9 – Aachen Delegation Visit

Commissioner Committee Reports

The Commissioners reported on various meetings and activities, including:

Commissioner Mark Dehen

- SHIP Meeting
- MRCI Legislative Forum

Commissioner Jack Kolars

- AMC Fall Policy Conference
- AMC Research Committee
- MVAC
- County Board Workshop
- TdS
- Diversity Council
- County Board Meeting

Commissioner Kurt Zins

- Rural Minnesota Energy Board

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 with all voting in favor.

Adjourn:

The meeting adjourned at 9:37 a.m.

MARIE DRANTEL, VICE CHAIR
BOARD OF COMMISSIONERS

ATTEST:

MANDY LANDKAMER,
CLERK TO THE BOARD

DRAFT

Nicollet County Board of Commissioners Board Meeting Agenda Item



Agenda Item:	
End of Probations	
Primary Originating Division/Dept.: Human Resources Contact: Kristy Larson Title: HR Director Amount of Time Requested minutes Presenter: Kristy Larson Title: HR Director	Meeting Date: 10/08/2024 Item Type: (Select One) Consent Agenda 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 Nicole Thompson, Case Manager, effective October 30, 2024. Property and Public Services Property and Public Services Director Jaci Kopet has requested the end of probation for John Zehnder, Zoning Specialist, effective October 11, 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 FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:	FUNDING County Dollars = Grant (Select One) Total

Nicollet County Board of Commissioners

Board Meeting Agenda Item



Agenda Item: Joint Powers Agreement Minnesota Anti-Heroin Task Force Program		+										
Primary Originating Division/Dept.: Sheriff's Office		Meeting Date: 10/08/2024										
Contact: Dave Lange	Title: Sheriff	Item Type: Consent Agenda (Select One)										
Amount of Time Requested: minutes												
Presenter: Dave Lange	Title: Sheriff	Attachments: ☒ Yes ☐ No										
County Strategy: Financial Security - prudent use of taxpayer resources (Select One)		▼										
BACKGROUND/JUSTIFICATION: This is a renewal of agreement from 2019 to provide overtime reimbursement for investigations to illicit activities related to the distribution of heroin, or unlawful distribution of prescription opioids or any opioid-related overdose death.												
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) 2019												
Approved by County Attorney's Office: ☐ Yes ☐ No ☒ N/A												
ACTION REQUESTED: Board approval with County Board Chair signature and County Administrator signature												
<table style="width: 100%;"> <tr> <td style="width: 50%;"> FISCAL IMPACT: No fiscal impact (Select One) </td> <td style="width: 50%;"> ☒ FUNDING County Dollars = </td> </tr> <tr> <td> If "Other", specify: </td> <td> State (Select One) </td> </tr> <tr> <td> FTE IMPACT: No FTE change (Select One) </td> <td> Total: </td> </tr> <tr> <td colspan="2"> If "Increase or "Decrease," specify: </td> </tr> <tr> <td colspan="2"> Related Financial/FTE Comments: </td> </tr> </table>			FISCAL IMPACT: No fiscal impact (Select One)	☒ FUNDING County Dollars =	If "Other", specify:	State (Select One)	FTE IMPACT: No FTE change (Select One)	Total:	If "Increase or "Decrease," specify:		Related Financial/FTE Comments:	
FISCAL IMPACT: No fiscal impact (Select One)	☒ FUNDING County Dollars =											
If "Other", specify:	State (Select One)											
FTE IMPACT: No FTE change (Select One)	Total:											
If "Increase or "Decrease," specify:												
Related Financial/FTE Comments:												



STATE OF MINNESOTA

JOINT POWERS AGREEMENT MINNESOTA ANTI-HEROIN TASK FORCE PROGRAM

This Joint Powers Agreement ("Agreement") is between the State of Minnesota, acting through its Commissioner of Public Safety on behalf of the Bureau of Criminal Apprehension ["BCA"] ("State"), and the County of Nicollet on behalf of its Sheriff's Office ("Governmental Unit"). The BCA and Governmental Unit may be referred to jointly as "Parties".

Recitals

Under Minnesota Statutes § 471.59, the BCA and the Governmental Unit are empowered to engage in agreements that are necessary to exercise their powers. The parties wish to work together to investigate illicit activities related to the distribution of heroin or unlawful distribution of prescription opioids. The Governmental Unit wants to participate in the Minnesota Anti-Heroin Task Force Program (AHTF) and receive overtime reimbursement as allowed under the Community Oriented Policing Services (COPS) Anti-Heroin Task Force Program.

Agreement

1. Term of Agreement

- 1.1 **Effective Date.** This Agreement is effective on the date BCA obtains all required signatures pursuant to Minnesota Statutes § 16C.05, subdivision 2.
- 1.2 **Expiration Date.** This Agreement expires five years from the date of execution, unless terminated earlier pursuant to clause 12.

2. Purpose

The Governmental Unit and BCA enter into this Agreement to provide overtime reimbursement to the Governmental Unit who investigates illicit activities related to the distribution of heroin, or unlawful distribution of prescription opioids or any opioid-related overdose death. Priority will be given to those investigations with a nexus to Minnesota Indian Country.

Indian Country is defined as "(a) all land within the limits of any Indian reservation under the jurisdiction of the United States Government, notwithstanding the issuance of any patent, and, including rights-of-way running through the reservation, (b) all dependent Indian communities within the borders of the United States whether within the original or subsequently acquired territory thereof, and whether within or without the limits of a state, and (c) all Indian allotments, the Indian titles to which have not been extinguished, including rights-of-way running through the same." (see 18 U.S.C. 1151).

3. Standards

The Governmental Unit will adhere to the AHTF Program standards identified below.

- 3.1 Investigate illicit activities related to the distribution of heroin or unlawful distribution of prescription opioids with a nexus to Indian Country.
- 3.2 Investigate traffickers linked to fatal opioid-related overdose deaths.
- 3.3 Investigate practitioners prescribing opioids in violation of state or federal law.
- 3.4 Investigators will follow appropriate state and/or federal laws in obtaining arrest warrants, search warrants, and civil and criminal forfeitures. Investigators will follow proper legal procedures in securing evidence, including electronic devices.
- 3.5 Investigators will understand and use appropriate legal procedures in the use of informants including documentation of identity, monitoring of activities, and use and recordation of payments.

- 3.6 Investigators will use, as appropriate, the most current investigative technologies and techniques.
- 3.7 Investigators must be licensed Minnesota peace officers.
- 3.8 Governmental Unit must de-conflict case investigations with Regional Information Sharing Systems (RISS).
- 3.9 Investigators will comply with the guidelines of the COPS Anti-Heroin Task Force Program as outlined in the 2023 COPS Office Anti-Heroin Task Force Program Grant Owner's Manual. This manual is located at <https://cops.usdoj.gov/pdf/2023AwardDocs/ahtf/AOM.pdf>. If Governmental Unit receives funding from a grant awarded to the BCA subsequent to the 2017 grant, Governmental Unit will comply with the guidelines established by the later grant.

4. Responsibilities of the Governmental Unit and the BCA

4.1 The Governmental Unit will:

- 4.1.1 Assign a Governmental Unit point of contact to act as the liaison between it and the AHTF Project Coordinator to assist in case submissions for overtime, monthly reporting and meeting overtime reimbursement deadlines.
- 4.1.2 Submit an AHTF case submission form to the Project Coordinator for pre-approval of funds. This request shall include a case synopsis, an explanation of how it qualifies under the required criteria in clauses 3.1, 3.2, 3.3, and 3.4 above, and an operational plan.
- 4.1.3 Conduct investigations in accordance with provisions of the AHTF Program Standards, identified in clause 3 above, and conclude such investigations in a timely manner.
- 4.1.4 Maintain accurate records of enforcement activities to be collected and forwarded monthly to the Project Coordinator for statistical reporting purposes.
- 4.1.5 Submit case data to the Project Coordinator biennially or when requested to support grant reporting requirements as required by the AHTF Program. This information will include a case synopsis and demographic information on cases submitted for overtime, the number of heroin or unlawful distribution of prescription opioids investigations, search warrants, arrests, seizures and NARCAN®/naloxone deployments.
- 4.1.6 Prepare an operational briefing sheet for each active operation.
- 4.1.7 Allow BCA to inform participating agencies of potential case connections based on data submitted to BCA through the AHTF Program.
- 4.1.8 Refrain from comingling AHTF funds with any other existing federal or state grant funded overtime or additional local Governmental Unit funding.
- 4.1.9 De-conflict case investigations with RISS.
- 4.1.10 Enter suspect traffickers telephone numbers into the DEA Internet Connectivity Endeavor (DICE) database system as a means of deconfliction of case investigations. The BCA is available to assist in this process.
- 4.1.11 Certify that it is in compliance with 8 U.S.C. §1373(a) and (b) and will remain in compliance for the life of this Agreement.

4.2 The BCA will:

- 4.2.1 Provide a Senior Special Agent who will serve as the Project Coordinator.
- 4.2.2 Provide a Criminal Intelligence Analyst (CIA) who will provide analytical support to heroin and prescription opioid investigations.
- 4.2.3 Certify it is compliance with 8 U.S.C. §1373 (a) and (b) and will remain in compliance for the life of this Agreement.

- 4.3 Nothing in this Agreement shall otherwise limit the jurisdiction, powers, and responsibilities normally possessed by a Governmental Unit acting through its employees.

5. Payment

- 5.1 To receive reimbursement for overtime expense, the Governmental Unit must make an AHTF case submission by providing a case synopsis, an explanation of how the case qualifies under the required criteria for case acceptance and an operational plan. The Project Coordinator will review the case submission and grant or deny the reimbursement request within seven (7) business days of receipt by the BCA Authorized Representative.
- 5.2 To receive approved reimbursement, the Governmental Unit must submit an overtime expense form no later than fifteen (15) business days after the end of the month during which the expense is incurred. The form must be submitted to bca.heroingrant@state.mn.us.
- 5.3 The BCA will pay the Governmental Unit within thirty (30) calendar days of the submission of the expense form.
- 5.4 The Governmental Unit may receive payment for an AHTF case submission for overtime expense approved prior to the effective date of this Agreement if the Governmental Unit had a joint powers agreement in place with the BCA that expired prior to the effective date of this Agreement. Reimbursement will occur as provided in Clause 5.2.

6. Authorized Representatives

The BCA's Authorized Representative is the following person or his successor:

Name: Scott D. Mueller, Deputy Superintendent
Address: Department of Public Safety; Bureau of Criminal Apprehension
1430 Maryland Street East
Saint Paul, MN 55106
Telephone: 651.793.7000
E-mail Address: scott.d.mueller@state.mn.us

The Governmental Unit's Authorized Representative is the following person or his/her successor:

Name: David Lange, Sheriff
Address: Nicollet County Sheriff's Office
501 S Minnesota Ave
St Peter, MN 56082
Telephone: 507.931.1570
E-mail Address: dave.lange@co.nicollet.mn.us

If the Governmental Unit's Authorized Representative changes at any time during this Agreement, the Governmental Unit must immediately notify the BCA's Authorized Representative.

7. Assignment, Amendments, Waiver, and Agreement Complete

- 7.1 **Assignment.** The Governmental Unit may neither assign nor transfer any rights or obligations under this Agreement.
- 7.2 **Amendments.** Any amendment to this 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 Agreement, or their successors in office.
- 7.3 **Waiver.** If the BCA fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.
- 7.4 **Agreement Complete.** This Agreement contains all negotiations and agreements between the BCA and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

8. Liability

The BCA and the Governmental Unit agree each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. The BCA's liability shall be governed by provisions of the Minnesota Tort Claims Act, Minnesota Statutes § 3.736, and other applicable law. The Governmental Unit's liability shall be governed by provisions of the Municipal Tort Claims Act, Minnesota Statutes §§ 466.01-466.15, and other applicable law.

9. Audits

Under Minnesota Statutes, § 16C.05, subdivision 5, the Governmental Unit's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA and/or the State Auditor and/or Legislative Auditor, as appropriate, for a minimum of six (6) years from the end of this Agreement.

10. Government Data Practices

The Governmental Unit and the BCA must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, and other applicable law, as it applies to all data provided by the BCA under this Agreement and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Agreement. The civil remedies of Minnesota Statutes § 13.08 apply to the release of the data referred to in this clause by either the Governmental Unit or the BCA.

If the Governmental Unit receives a request to release the data referred to in this Clause, the Governmental Unit must immediately notify the BCA. The BCA will give the Governmental Unit instructions concerning the release of the data

to the requesting party before the data is released.

11. Venue

The venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

12. Expiration and Termination

- 12.1** Either party may terminate this Agreement at any time, with or without cause, upon 30 days written notice to the other party. To the extent funds are available, the Governmental Unit shall receive reimbursement in accordance with the terms of this Agreement through the date of termination.
- 12.2** In the event that federal funding is no longer available, the BCA will notify the Governmental Unit and terminate the Agreement.
- 12.3** In the event the Governmental Unit breaches this Agreement, it will not be eligible to receive any further grant funds.

13. Continuing Obligations

The following clauses survive the expiration or cancellation of this Agreement: 8, Liability; 9, Audits; 10, Government Data Practices; and 11, Venue.

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The parties indicate their agreement and authority to execute this Agreement by signing below.

- 1. STATE ENCUMBRANCE VERIFICATION**
Individual certifies that funds have been encumbered as required by Minnesota Statutes §§ 16A.15 and 16C.05.

Signed: _____

Date: _____

SWIFT PO Number: 3-93035

- 3. DEPARTMENT OF PUBLIC SAFETY; BUREAU OF CRIMINAL APPREHENSION**

By: _____
(with delegated authority)

Title: _____

Date: _____

- 2. GOVERNMENTAL UNIT**
Governmental Unit certifies that the appropriate person(s) has(have) executed this Agreement on behalf of the Governmental Unit and its jurisdictional government entity as required by applicable articles, laws, by-laws, resolutions or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

- 4. COMMISSIONER OF ADMINISTRATION**
As delegated to the Office of State Procurement

By: _____

Date: _____

Nicollet County Board of Commissioners
Board Meeting Agenda Item



Agenda Item:		
FY 2025 MPCA SSTS PROGRAM GRANT AGREEMENT		
Primary Originating Division/Dept.: PPSP - Property Services Contact: Shana Jackson Title: Supervisor Amount of Time Requested minutes Presenter: Title:	Meeting Date: 10/08/2024 Item Type: (Select One) Consent Agenda Attachments: ☒ Yes ☐ No	
County Strategy: (Select One) Programs and Services - deliver value-added quality services		
BACKGROUND/JUSTIFICATION: Consideration of the FY2025 MPCA SSTS Program Grant Agreement. This is a grant that goes to counties for Subsurface Sewage Treatment System (SSTS) Program administration. With this grant agreement, Nicollet County is set to receive \$21,200.		
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) 10/24/2023		
Approved by County Attorney's Office: ☐ Yes ☐ No ☒ N/A		
ACTION REQUESTED: Approval of FY 2025 MPCA SSTS Program Grant Agreement and signature of grant agreement via DocuSign +		
FISCAL IMPACT: Included in current budget (Select One) If "Other", specify	FUNDING County Dollars = Grant \$21,200 (Select One) Total	
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:		



**FY 2025 STATE OF MINNESOTA
BOARD OF WATER and SOIL RESOURCES
MPCA SSTS PROGRAM
GRANT AGREEMENT**

Vendor:	0000197335
PO#:	3000017948

This Grant Agreement is between the State of Minnesota, acting through its Board of Water and Soil Resources (Board) and Nicollet County, 501 South Minnesota Avenue, St. Peter MN 56082 (Grantee).

Grant ID	Grant Title	Awarded Amt
P25-0711	2025 - Septic Treatment Systems - NRBG (Nicollet County)	\$21,200.00

Total Grant Awarded: \$21,200.00

Recitals

1. The Minnesota Pollution Control Agency (MPCA) transferred to the Board funds for their 2025 Subsurface Sewage Treatment System (SSTS) Program.
2. Minnesota Statutes § 103B.101, Subd. 9(1), and Minn. Stat. § 103B.3369, Subd. 5 authorize the Board to award grants.
3. The Grantee has met the criteria established by statute, the Board, and the MPCA and is eligible to receive MPCA SSTS Grant funds.
4. The Grantee represents that it is duly qualified and agrees to perform all services described in this Grant Agreement to the satisfaction of the State.
5. As a condition of the grant, Grantee agrees to minimize administration costs.

Authorized Representative

The State's Authorized Representative is Aaron Jensen, MPCA Subsurface Sewage Treatment System Program Supervisor, 520 Lafayette Road North, Saint Paul, MN 55155, (651) 757-2544, or his successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services and performance provided under this Grant Agreement.

The Grantee's Authorized Representative is:

TITLE

ADDRESS

CITY

TELEPHONE NUMBER

If the Grantee's Authorized Representative changes at any time during this Grant Agreement, the Grantee must immediately notify the Board.

Grant Agreement

1. **Terms of the Grant Agreement.**
 - 1.1. **Effective date:** The date the Board obtains all required signatures under Minn. Stat. § 16B.98, Subd. 5. **The Board will notify the Grantee when this Grant Agreement has been executed. The Grantee must not begin work under this Grant Agreement until it is executed.**
 - 1.2. **Expiration date:** December 31, 2027 or until all obligations have been satisfactorily fulfilled, whichever comes first.
 - 1.3. **Survival of Terms:** The following clauses survive the expiration date or cancellation of this Grant Agreement: 7. Liability; 8. State Audits; 9. Government Data Practices; 12. Governing Law, Jurisdiction, and Venue; 14. Data Disclosure; and 19. Intellectual Property Rights.

2. **Grantee's Duties.**

The Grantee will comply with required grants management policies and procedures set forth through Minn. Stat. § 16B.97, Subd. 4(a)(1). The Grantee is responsible for the specific duties for the Program as follows:

2.1 **Reporting:** All data and information provided in a Grantee's report shall be considered public.

2.1.1 The Grantee will submit an annual progress report to the Board by February 1 of each year on the status of program implementation by the Grantee. Information provided must conform to the requirements and formats set by the Board.

2.1.2 The Grantee must display on its website the previous calendar year's detailed information on the expenditure of grant funds and measurable outcomes as a result of the expenditure of funds according to the format specified by the Board, by March 15 of each year.

2.1.3 The Grantee will submit a final progress report to the Board by February 1, 2028. Information provided must conform to the requirements and formats set by the Board.

2.1.4 A late or incomplete annual progress or final report will result in the withholding of any future allocations.

2.2 **Compliance:** The Grantee will comply with Minnesota Rules Chapter 7082.0040 through 7082.0700; and amendments thereto, for Subsurface Sewage Treatment Systems.

3. **Time.**

The Grantee must comply with all the time requirements described in this Grant Agreement. In the performance of this Grant Agreement, time is of the essence.

4. **Terms of Payment.**

4.1. All grant funds will be distributed in one installment promptly after the execution of the Grant Agreement.

4.2. All costs must be incurred within the grant period. All incurred costs should be calculated or determined before the final report is completed or returning funds.

4.3. Unspent grant funds must be returned within 30 days of the expiration date of the Grant Agreement.

4.4. Once final reporting has been completed funds may not be re-requested as funds may not be available.

4.5. The obligation of the State under this Grant Agreement will not exceed the amount listed above.

4.6. This grant is an advance payment. Advance payments allow the Grantee to have adequate operating capital for start-up costs, ensure their financial commitment to landowners and contractors, and to better schedule work into the future.

5. **Conditions of Payment.**

All services provided by the Grantee under this Grant Agreement must be performed to the Board's satisfaction, as set forth in this Grant Agreement. Compliance will be determined at the sole discretion of the Board's Authorized Representative and in accordance with all applicable federal, State, and local laws, policies, ordinances, rules, and regulations. The Grantee will not receive payment, may be required to repay grant funds, or may have future payments withheld if work is found by the Board to be unsatisfactory or performed in violation of federal, State, or local law. Costs charged to the grant must be direct and necessary to produce the outcomes funded by the grant. Charges to the grant must be itemized and documented.

6. **Assignment, Amendments, Work Plan Revisions, and Waiver.**

6.1. **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this Grant Agreement without the prior consent of the Board and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Grant Agreement, or their successors in office.

6.2. **Amendments and Work Plan Revisions.** Any amendments to this Grant Agreement must be in writing and will not be effective until approved and executed by the same parties who approved and executed the original Grant Agreement, or their successors in office. Amendments must be executed prior to the expiration of the original Grant Agreement or any amendments thereto. All work plan revisions must be documented. The Board reserves the right to require a work plan revision or grant agreement amendment for changes in the scope of the grant.

6.2.1. Board approval is required of work plan revisions on grants less than \$50,000 if the cumulative budget adjustment is greater than \$5,000; on grants \$50,000 to \$500,000 if the cumulative budget adjustment is greater than 10% of the total grant amount; on grants greater than \$500,000 if the cumulative budget adjustment is greater than \$50,000.

6.2.2. An amendment to the Grant Agreement is required on grants less than \$50,000 if the cumulative budget adjustment is equal to or greater than \$20,000; on grants \$50,000 to \$500,000 if the cumulative budget adjustment is equal to or greater than 40% of the total grant amount; on grants greater than \$500,000 if the cumulative budget adjustment is equal to or greater than \$200,000.

6.2.3. Revisions that do not meet the thresholds identified in 6.2.1. or 6.2.2. are permitted without prior approval from the Board provided that such revision is documented and that the total obligation of the Board for all compensation and reimbursements to the Grantee shall not exceed the total grant award amount.

6.3. **Waiver.** If the Board fails to enforce any provision of this Grant Agreement, that failure does not waive the provision or its right to enforce it.

7. **Liability.**

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this Grant Agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this Grant Agreement.

8. **State Audits.**

Under Minn. Stat. § 16B.98, Subd. 8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this Grant Agreement or transaction are subject to examination by the Board and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Grant Agreement, receipt and approval of all final reports, or the required period of time to satisfy all State and program retention requirements, whichever is later.

8.1. The books, records, documents, accounting procedures and practices of the Grantee and its designated local units of government and contractors relevant to this grant, may be examined at any time by the Board or Board's designee and are subject to verification. The Grantee or delegated local unit of government will maintain records relating to the receipt and expenditure of grant funds.

9. **Government Data Practices.**

The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this Grant Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this Grant Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State.

10. **Workers' Compensation.**

The Grantee certifies that it is in compliance with Minn. Stat. § 176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

11. **Publicity and Endorsement.**

11.1. **Publicity.** Any publicity regarding the subject matter of this Grant Agreement must identify the Board as the sponsoring agency. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the Program, publications, or services provided resulting from this Grant Agreement.

11.2. **Endorsement.** The Grantee must not claim that the State endorses its products or services.

12. **Governing Law, Jurisdiction, and Venue.**

Minnesota law, without regard to its choice-of-law provisions, governs this Grant Agreement. Venue for all legal proceedings out of this Grant Agreement, or its breach, must be in the appropriate State or federal court with competent jurisdiction in Ramsey County, Minnesota.

13. **Termination.**

13.1. The Board may cancel this Grant Agreement at any time, with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

13.2. The Board may immediately terminate this Grant Agreement if the Board finds that there has been a failure to comply with the provisions of this Grant Agreement, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The Board may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

13.3. The Commissioner of Administration may immediately and unilaterally cancel this grant contract agreement if further performance under the agreement would not serve agency purposes or is not in the best interest of the State.

14. Data Disclosure.

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and State tax agencies and State personnel involved in the payment of State obligations. These identification numbers may be used in the enforcement of federal and State tax laws which could result in action requiring the Grantee to file State tax returns and pay delinquent State tax liabilities, if any.

15. Prevailing Wage.

It is the responsibility of the Grantee or contractor to pay prevailing wage for projects that include construction work of \$25,000 or more, prevailing wage rules apply per Minn. Stat. §§ 177.41 through 177.44. All laborers and mechanics employed by grant recipients and subcontractors funded in whole or in part with these State funds shall be paid wages at a rate not less than those prevailing on projects of a character similar in the locality. Bid requests must state the project is subject to prevailing wage.

16. Municipal Contracting Law.

Per Minn. Stat. § 471.345, grantees that are municipalities as defined in Subd. 1 of this statute must follow the Uniform Municipal Contracting Law. Supporting documentation of the bidding process utilized to contract services must be included in the Grantee's financial records, including support documentation justifying a single/sole source bid, if applicable.

17. Constitutional Compliance.

It is the responsibility of the Grantee to comply with requirements of the Minnesota Constitution regarding the use of Clean Water Funds to supplement traditional sources of funding.

18. Signage.

It is the responsibility of the Grantee to comply with requirements for project signage as provided in Minnesota Laws 2010, Chapter 361, Article 3, Section 5(b) for Clean Water Fund projects.

19. Intellectual Property Rights.

The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents *created and paid for under this grant*. Works means all inventions, improvements, discoveries, (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this grant. Work includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents or subcontractors, in the performance of this grant. The Documents will be the exclusive property of the State and all such Documents must be immediately returned to the State by the Grantee upon completion or cancellation of this grant at the State's request. To the extent possible, those Works eligible for copyright protection under the United State Copyright Act will be deemed to be "works made for hire." The Grantee assigns all right, title, and interest it may have in the Works and the Documents to the State. The Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

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

Approved:

Nicollet County

Board of Water and Soil Resources

By: _____

By: _____

(signature)

(signature)

Title: _____

Date: _____

Title: _____

Date: _____

Nicollet County Board of Commissioners Board Meeting Agenda Item



Agenda Item: Consider Proclamation for 4-H Week 2024	
Primary Originating Division/Dept.: Administration Contact: Mandy Landkamer Title: County Administrator Amount of Time Requested: 5 minutes Presenter: Christy Kallevig Title: U of MN Extension	Meeting Date: 10/08/2024 Item Type: (Select One) Regular Agenda Attachments: ☒ Yes ☐ No
County Strategy: (Select One) Programs and Services - deliver value-added quality services	
BACKGROUND/JUSTIFICATION: Consider the Proclamation declaring the week of October 7 -12, 2024 as 4-H Week.	
Supporting Documents: ☒ Attached ☐ In Signature Folder ☐ None	
Prior Board Action Taken on this Agenda Item: ☐ Yes ☒ No If "yes", when? (provide year; mm/dd/yy if known)	
Approved by County Attorney's Office: ☐ Yes ☐ No ☒ N/A	
ACTION REQUESTED: Approval of the Proclamation.	
FISCAL IMPACT: No fiscal impact (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:



4-H Week Proclamation 2024

WHEREAS, 4-H is America's largest youth development organization, having supported almost six million youth across the country thus far; and

WHEREAS, in the past year alone, 4-H has helped over 350 youth in Nicollet County to become confident, independent, resilient and compassionate leaders; and

WHEREAS, 4-H is delivered by Cooperative Extension – a community of more than 100 public universities across the nation that provides a learning experience for the whole child, including head, heart, hands and health, helps youth to acquire knowledge, develop life skills, and form attitudes to enable them to become self-directed, productive and contributing members of our society; and

WHEREAS, National 4-H Week showcases the incredible experiences that 4-H offers young people, and highlights the remarkable 4-H youth in Nicollet County who work each day to make a positive impact on those around them; and

WHEREAS, 4-H's network of 600,000 volunteers and 3,500 professionals nationally, and over 80 volunteers locally provide caring and supportive mentoring to all 4-H'ers, helping them to grow into true leaders, entrepreneurs and visionaries; and

WHEREAS, throughout its proud history, the 4-H program has developed positive role models for countless youth through its innovative and inspiring programs, continues to build character and to instill values of civic engagement and leadership;

NOW THEREFORE BE IT RESOLVED, We, the Nicollet County Board of Commissioners, do hereby proclaim October 7-12, 2024 as 4-H WEEK throughout Nicollet County, and encourage all of our citizens to recognize 4-H for the significant impact it has made and continues to make by empowering youth with the skills they need to lead for a lifetime.

Dated this 8th day of October, 2024

Terry Morrow, Chair
Nicollet County Board of Commissioners

ATTEST:

Mandy Landkamer
County Administrator/Clerk to the Board

Nicollet County Board of Commissioners Board Meeting Agenda Item



Agenda Item:		
Resolutions for Adopted Revisions to Environmental Health Ordinances		
Primary Originating Division/Dept.: Health and Human Services	Meeting Date: 10/08/2024	
Contact: Cassie Sassenberg Title: HHS Director	Item Type: Regular Agenda (Select One)	
Amount of Time Requested 10 minutes		
Presenter: Cassie Sassenberg Title: HHS Director	Attachments: ☒ Yes ☐ No	
County Strategy: Programs and Services - deliver value-added quality services (Select One)		
BACKGROUND/JUSTIFICATION: Nicollet County will become a single-county Community Health Board on January 1, 2025. Nicollet County is applying for a delegation agreement with the Minnesota Department of Health, allowing the establishment of a single county Environmental Health Program within its Health and Human Services Department. On September 24, 2024, Nicollet County held a public hearing and adopted proposed revisions to its below related ordinances as part of that process: -Nicollet County Lodging Ordinance -Nicollet County Food and Beverage Ordinance -Nicollet County Manufactured Home Parks, Recreational Camping Areas, and Youth Camps Ordinance -Nicollet County Swimming Pool Ordinance		
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) 09/24/2024 - Adopted Revis ⁺		
Approved by County Attorney's Office: ☒ Yes ☐ No ☐ N/A		
ACTION REQUESTED: Approval of resolutions adopting the revisions to Environmental Health Ordinances with an effective date of January 01, 2025. ⁺		
FISCAL IMPACT: No fiscal impact (Select One) If "Other", specify	FUNDING County Dollars = Other (Select One)	
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:	Total	



**RESOLUTION OF THE ADOPTION OF THE REVISED NICOLLET COUNTY
PUBLIC SWIMMING POOL ORDINANCE**

THE COUNTY BOARD OF NICOLLET COUNTY ORDAINS:

WHEREAS, Minnesota Statutes §§ 145A and 375 authorize Community Health Boards to establish an ordinance providing for the licensing and inspecting of Public Swimming Pools; and

WHEREAS, Nicollet County held a public hearing on September 24, 2024 during the Nicollet County Board of Commissioners board meeting to discuss revisions to its ordinance.

THEREFORE, BE IT RESOLVED, the Nicollet County Board of Commissioners adopted the revised Public Swimming Pool Ordinance on September 24, 2024 with an effective date of January 01, 2025; and

BE IT FUTHER RESOLVED, the summary of the adopted Ordinance was published on October 03, 2024 in the St. Peter Herald pursuant to Minnesota Statues §§ 331A.01 and 375.51.

Dated: October 08, 2024

Terry Morrow, Chair
Nicollet County Board of Commissioners

ATTEST:

Mandy Landkamer, County Administrator
Clerk to the Board



**RESOLUTION OF THE ADOPTION OF THE REVISED NICOLLET COUNTY
FOOD AND BEVERAGE ORDINANCE**

THE COUNTY BOARD OF NICOLLET COUNTY ORDAINS:

WHEREAS, Minnesota Statutes §§ 145A and 375 authorize Community Health Boards to establish an ordinance providing for the licensing and inspecting of food and beverage service establishments; and

WHEREAS, Nicollet County held a public hearing on September 24, 2024 during the Nicollet County Board of Commissioners board meeting to discuss revisions to its ordinance.

THEREFORE, BE IT RESOLVED, the Nicollet County Board of Commissioners adopted the revised Food and Beverage Ordinance on September 24, 2024 with an effective date of January 01, 2025; and

BE IT FUTHER RESOLVED, the summary of the adopted Ordinance was published on October 03, 2024 in the St. Peter Herald pursuant to Minnesota Statues §§ 331A.01 and 375.51.

Dated: October 08, 2024

Terry Morrow, Chair
Nicollet County Board of Commissioners

ATTEST:

Mandy Landkamer, County Administrator
Clerk to the Board



**RESOLUTION OF THE ADOPTION OF THE REVISED NICOLLET COUNTY
LODGING ORDINANCE**

THE COUNTY BOARD OF NICOLLET COUNTY ORDAINS:

WHEREAS, Minnesota Statutes §§ 145A, 157, and 375 authorize Community Health Boards to establish an ordinance providing for the licensing and inspecting of hotels, motels, lodging establishments, and resorts; and

WHEREAS, Nicollet County held a public hearing on September 24, 2024 during the Nicollet County Board of Commissioners board meeting to discuss revisions to its ordinance.

THEREFORE, BE IT RESOLVED, the Nicollet County Board of Commissioners adopted the revised Lodging Ordinance on September 24, 2024 with an effective date of January 01, 2025; and

BE IT FUTHER RESOLVED, the summary of the adopted Ordinance was published on October 03, 2024 in the St. Peter Herald pursuant to Minnesota Statues §§ 331A.01 and 375.51.

Dated: October 08, 2024

Terry Morrow, Chair
Nicollet County Board of Commissioners

ATTEST:

Mandy Landkamer, County Administrator
Clerk to the Board



**RESOLUTION OF THE ADOPTION OF THE REVISED NICOLLET COUNTY
MANUFACTURED HOME PARKS, RECREATIONAL CAMP AREAS, AND YOUTH CAMPS ORDINANCE**

THE COUNTY BOARD OF NICOLLET COUNTY ORDAINS:

WHEREAS, Minnesota Statutes §§ 145A and 375 authorize Community Health Boards to establish an ordinance providing for the licensing and inspecting of manufactured home parks, recreational camp areas, and youth camps; and

WHEREAS, Nicollet County held a public hearing on September 24, 2024 during the Nicollet County Board of Commissioners board meeting to discuss revisions to its ordinance.

THEREFORE, BE IT RESOLVED, the Nicollet County Board of Commissioners adopted the revised Manufactured Home Parks, Recreational Camp Areas, and Youth Camps Ordinance on September 24, 2024 with an effective date of January 01, 2025; and

BE IT FUTHER RESOLVED, the summary of the adopted Ordinance was published on October 03, 2024 in the St. Peter Herald pursuant to Minnesota Statues §§ 331A.01 and 375.51.

Dated: October 08, 2024

Terry Morrow, Chair
Nicollet County Board of Commissioners

ATTEST:

Mandy Landkamer, County Administrator
Clerk to the Board

Nicollet County Board of Commissioners
Board Meeting Agenda Item



Agenda Item: Consider resolution transferring excess municipal construction funds to regular construction funds account	
Primary Originating Division/Dept.: Public Works/Highway	Meeting Date: 10/08/2024
Contact: Seth Greenwood, P.E. Title: PWD/County Engineer	Item Type: (Select One) Regular Agenda
Amount of Time Requested: 5 minutes	
Presenter: Seth Greenwood, P.E. Title: PWD/County Engineer	Attachments: ☒ Yes ☐ No
County Strategy: (Select One) Financial Security - prudent use of taxpayer resources	
BACKGROUND/JUSTIFICATION: Our State Aid Municipal and Regular Construction accounts have maximum balance limits that can't be exceeded at the end of each year. If we go past the end of the year carrying more than we are allowed in these accounts we then lose those excess funds. Our municipal account has this situation. State law allows us by resolution to transfer excess municipal funds to our regular construction account to avoid losing any funds.	
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: Approve the attached resolution transferring excess municipal construction funds to the regular construction account.	
FISCAL IMPACT: Other (Select One) If "Other", specify: FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease," specify: Related Financial/FTE Comments:	FUNDING County Dollars = State (Select One) Total:



**RESOLUTION FOR NICOLLET COUNTY TRANSFER OF EXCESS MUNICIPAL
FUNDS TO REGULAR FUNDS RESOLUTION**



WHEREAS, Minnesota Statute 162.08, Subd 4 (3d), provides that accumulated balances in excess of two years of municipal account apportionments may be spent on projects located outside of municipalities under 5000 population when approved solely by resolution of the county board.

NOW THEREFORE BE IT RESOLVED, that the Commissioner of Transportation transfer \$100,000 in excess of two years apportionment into the Regular Construction Account.

Dated this 8th day of October, 2024

Terry Morrow, Chair
Nicollet County Board of Commissioners

ATTEST:

Mandy Landkamer
County Administrator/Clerk to the Board

Nicollet County Board of Commissioners Board Meeting Agenda Item



Agenda Item: Consider Snow Removal Agreement with City of New Ulm	
Primary Originating Division/Dept.: Public Works-Highway Contact: Seth Greenwood, P.E. Title: PWD/County Engineer Amount of Time Requested: 5 minutes Presenter: Seth Greenwood, P.E. Title: PWD/County Engineer	Meeting Date: 10/08/2024 Item Type: (Select One) Regular Agenda Attachments: ☒ Yes ☐ No
County Strategy: (Select One) Facilities and Space - preserve, maintain and build our assets	
BACKGROUND/JUSTIFICATION: This annual agreement provides reimbursement to the City of New Ulm to perform snow and ice removal services on CSAH 37 for December 2024, and Jan through March 2025 at a rate of \$520/month.	
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: Approve attached snow removal agreement.	
FISCAL IMPACT: Included in current budget (Select One) If "Other", specify:	FUNDING County Dollars = \$2,080 State (Select One) Total: \$2,080
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease," specify: Related Financial/FTE Comments:	

SNOW REMOVAL AGREEMENT

THIS AGREEMENT, entered into this 8th day of October, 2024, by and between the County of Nicollet, State of Minnesota, and the City of New Ulm, County of Brown, State of Minnesota.

In order to facilitate the snow removal and the sanding/salting that may be necessary due to icy conditions on the Nicollet County State Aid Highway No. 37 extending from the east end of Bridge No. 08520 in the City of New Ulm, through the CSAH 37 roundabout that intersects the westbound TH 14 offramp. The County of Nicollet, through its duly authorized officials, and the City of New Ulm, through its duly authorized officials do agree as follows:

1. The City of New Ulm will undertake, on the above-described road, snow removal and sanding/salting operations, in case of icing conditions, and so far as possible, within its means, keep said road open to vehicle traffic for winter driving.

2. For the agreement on the part of the City of New Ulm to maintain snow removal and ice control on the above described road, the County of Nicollet agrees to pay the City of New Ulm the sum of Five Hundred Twenty and no/100 dollars (\$520.00) per month for the months of December, 2024 and January, February and March, 2025. Lump sum payment to be made after agreement is fully executed by both parties. The County of Nicollet further agrees to pay and reimburse the City of New Ulm any reasonable sum for highway maintenance for the therein described road, should severe highway conditions be created due to unusually heavy snowfall or icy conditions causing the City of New Ulm to incur substantial extra expenses in carrying out the maintenance of the above-described road.

WITNESSED:

COUNTY OF NICOLLET

By Terry Morrow
Chairperson of County Board

By Mandy Landkamer
County Administrator

WITNESSED:

CITY OF NEW ULM

By _____
City Manager

By _____
City Finance Director

Nicollet County Board of Commissioners Board Meeting Agenda Item



Agenda Item: MHC Renewal for 2025 Medical Insurance	
Primary Originating Division/Dept.: Insurance Committee Contact: Kristy Larson Title: HR Director Amount of Time Requested: 5 minutes Presenter: Kristy Larson Title: HR Director	Meeting Date: 10/08/2024 Item Type: (Select One) Regular Agenda Attachments: ☒ Yes ☐ No
County Strategy: (Select One) Collaborative Workplace - sustain the core values of our culture	
BACKGROUND/JUSTIFICATION: Attached is the medical insurance renewal document for 2025. Please review and, if approved, authorize Human Resources Director Kristy Larson to sign. Background: Following review of the results of proposals for 2025 and 2026 medical insurance, the Board of Commissioners and Insurance Committee chose to continue the County's medical insurance coverage with Medica via the Minnesota Healthcare Consortium. The plans selected are: Medica Choice Passport with HSA, \$3,300 Deductible, 20% Coinsurance Medica Choice Passport with VEBA, \$2,500 Deductible, 20% Coinsurance	
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) 09/24/2024	
Approved by County Attorney's Office: ☐ Yes ☐ No ☒ N/A	
ACTION REQUESTED: Authorize Kristy Larson to sign 2025 insurance renewal	
FISCAL IMPACT: Other (Select One) If "Other", specify: Included in 2025 budget FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease," specify: Increase Related Financial/FTE Comments: This amount represents a 27.6% increase for medical insurance over 2024.	FUNDING County Dollars = \$5,530,619 Other (Select One) Total: \$5,530,619



Health Plan Rate Confirmation for:

Nicollet County

Effective Date: 1/1/2025

Please complete and return a signed copy of this rate confirmation to your Service Cooperative Representative no later than:

10/15/2024

					MONTHLY RATES	
Plan(s)	Description(s)	Coverage	Contracts *	Current Rates	EFFECTIVE 1/1/2025	Elect this plan? Yes / No
1	MSI PP MN 3300-20% HSA <i>Adjusted for IRS Minimum</i>	Single	65	\$647.14	\$866.04	<u>NO</u>
		Family	115	\$1,866.82	\$2,498.30	
2	MSI PP MN 2500-20%	Single	29	\$694.78	\$944.32	<u>NO</u>
		Family	42	\$2,004.20	\$2,724.08	
Alternate Plan						
3	MSI PP MN 3300-20% HSA	Single			\$820.32	<u>YES</u>
		Family			\$2,366.38	
Alternate Plan						
4	MSI PP MN 2500-20%	Single			\$901.92	<u>YES</u>
		Family			\$2,601.78	
Alternate Plan						
5	MSI PP MN 4500-20% HSA	Single			\$784.10	<u>NO</u>
		Family			\$2,261.90	
Alternate Plan						
6	MSI PP MN 3000-20%	Single			\$894.02	<u>NO</u>
		Family			\$2,579.00	
TOTAL ALL PLANS			Monthly Premium	\$361,073	\$485,394	
			Annual Premium	\$4,332,881	\$5,824,725	
			% Annual Adjustment		34.43%	
			\$ Annual Adjustment		\$1,491,844	

* Based on the group's most recent enrollment data.
Rates are guaranteed for one year beginning 1/1/2025.

The above rates will not increase the projected renewal premium for 1/1/2026 by more than 17.5% subject to the following conditions:
The plans implemented 1-1-2025 apply to the 2026 plan year.
Rate realignment applicable to a multiple choice of plans implemented 1-1-2025 apply to the 2026 plan year.
Membership enrollment effective 1-1-2025 projected for 1-1-2026 does not vary by more than + or minus 10%.

Broker commissions included? **Yes** \$0.00 per contract/mo 0.75% of total plan premium
Broker name: Jenny Van Deirse Broker agency: Gallagher Benefit Services

Plans, Monthly Rates and Commissions (if applicable) approved by:

Print name: Kristy Larson
for: Nicollet County
Signature: _____
Date: _____

Health Plan Descriptions (see SBCs and SPDs for details) for: Nicollet County				Effective: 1/1/2025
Plan 1:	MSI PP MN 3300-20% HSA	\$3300/6600 Ded, 80/20% Coins, \$3800/7600 OOP, Ded/Coins No Prev Rx, (OON: 3300/6600, 20%, 3800/7600) Embedded		
Plan 2:	MSI PP MN 2500-20%	\$2500/5000 Ded, 80/20% Coins, \$3000/6000 OOP, \$30/30/45 No Prev Rx, (OON: 2500/5000, 20%, 3000/6000) Embedded		
Plan 3:	MSI PP MN 3300-20% HSA	\$3300/6600 Ded, 80/20% Coins, \$5000/10000 OOP, Ded/Coins No Prev Rx, (OON: 3300/6600, 20%, 5000/10000) Embedded		
Plan 4:	MSI PP MN 2500-20%	\$2500/5000 Ded, 80/20% Coins, \$4000/8000 OOP, \$30/30/45 No Prev Rx, (OON: 2500/5000, 20%, 4000/8000) Embedded		
Plan 5:	MSI PP MN 4500-20% HSA	\$4500/9000 Ded, 80/20% Coins, \$5500/11000 OOP, Ded/Coins No Prev Rx, (OON: 4500/9000, 20%, 5500/11000) Embedded		
Plan 6:	MSI PP MN 3000-20%	\$3000/6000 Ded, 80/20% Coins, \$4000/8000 OOP, \$30/30/45 No Prev Rx, (OON: 3000/6000, 20%, 4000/8000) Embedded		

FOR MHC INTERNAL USE ONLY

Underwriting approval: _____

Date: _____

Financial approval: _____

Date: _____

Notes:



September 24, 2024
OFFICIAL PROCEEDINGS OF THE
NICOLLET COUNTY DRAINAGE AUTHORITY

The Nicollet County Drainage Authority met in regular session on Tuesday, September 24, 2024, following 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 Zins to approve the agenda. Motion carried with all voting in favor.

Consent Agenda

Motion by Commissioner Kolars and seconded by Commissioner Zins to approve the consent agenda item as follows:

- a. September 10, 2024 Drainage Authority Minutes

Motion carried with all voting in favor.

Public Appearances:

There were no public appearances.

The meeting was recessed at 9:38 a.m. and resumed at 10:09 a.m.

Public Work:

Consideration of the CD86A Engineering Report

Chair Morrow and Ditch Inspector Henry summarized that Chris Otterness, Houston Engineering, Inc., presented the CD86A Pumping Station Design Report - Technical Memorandum, dated September 11, 2024, at the Nicollet County Board Workshop on September 17, 2024. Mr. Otterness also presented the Report at the September 24, 2024 Landowners Informational meeting. The Technical Memorandum identified seven items which have compromised the function of the system.

Motion by Commissioner Dranttel and seconded by Commissioner Dehen to direct staff to negotiate a contract to retain Houston Engineering, Inc. to develop the specifications, plans, and process for Alternates identified as 1A, 2B, 3B, and 6B in the HEI Technical Memorandum dated September 11, 2024.

The motion was amended by Commissioner Dranttel and seconded by Commissioner Dehen to include Alternate 5E as identified in the HEI Technical Memorandum dated September 11, 2024. Motion carried with all voting in favor.

The motion to direct staff to negotiate a contract to retain Houston Engineering, Inc. to develop the specifications, plans, and process for Alternates identified as 1A, 2B, 3B, 5E, and

6B in the HEI Technical Memorandum dated September 11, 2024 passed with all voting in favor

The Board expressed interest in obtaining more information about winter maintenance of the system for future decision making.

Adjourn

The meeting adjourned at 11:09 a.m.

TERRY MORROW, CHAIR
BOARD OF COMMISSIONERS

ATTEST:

MANDY LANDKAMER,
CLERK TO THE BOARD

Nicollet County Drainage Authority
Meeting Agenda Item



Agenda Item:

Consider ditch repair reports 24-025

Primary Originating Division/Dept.: Public Works

Contact: Nate Henry

Title: Drainage Inspector

Amount of Time Requested: minutes

Presenter:

Title:

Meeting Date: 10/08/2024

Item Type:
(Select One) Consent Agenda

Attachments: ☒ Yes ☐ No

County Strategy:
(Select One)

Facilities and Space - preserve, maintain and build our assets

BACKGROUND/JUSTIFICATION:

See attached ditch repair report

Supporting Documents: ☒ Attached ☐ In Signature Folder ☐ None

Prior Drainage Authority 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:

Approve ditch repair report 24-025

FISCAL IMPACT: Other
(Select One)

If "Other", specify: Ditch system

FTE IMPACT: No FTE change
(Select One)

If "Increase or "Decrease," specify:

Related Financial/FTE Comments:

FUNDING

County Dollars = 0

State

(Select One)

Total: \$1,000

**Nicollet County
DRAINAGE DEPARTMENT
REPAIR REPORT**

For Staff Documentation & Contractor Information

County Ditch 32-A Repair #24-025



OVERVIEW

Date Repair Was Created:	2024-09-26	Branch:	spur one
Problem/Proposed Work:	A landowner is requesting the ditch system remove a ditch crossing that is no longer needed. The ditch crossing meets the permit requirements to be permanently removed, and the landowner has signed the appropriate forms.		
Ditch Repair:			
Tile Repair:			
FEMA Event:	None	FEMA Date:	None

REPAIR LOCATION DETAILS

Commissioner District:	2	Township:	Bernadotte
Twp:	111N	Range:	29W
Section:	26	Qtr-Qtr Section:	
Latitude:		Longitude:	
Parcel Number:	02.026.0405		
Location Details			

Nicollet County
DRAINAGE DEPARTMENT
REPAIR REPORT

For Staff Documentation & Contractor Information

PERSON REQUESTING REPAIR

Name	Address	Phone
Larry Hoffmann	51355 County road 15	None

LANDOWNER

Name	Address	Phone
Larry Hoffmann	51355 County road 15	None

STATUS LOG

Action	Date	Initials	Notes
For Review	09/26/2024	nhenry	None

DRAINAGE AUTHORITY ACTIONS

Action	Date	Board Date	Initials	Notes
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REPAIR ESTIMATES

Order	Date	Contractor	Total Cost	Notes
1	2024-09-26	Lafayette Excavating	1000	

REPAIR INVOICES

Order	Date	Contractor	%Complete	Total Cost	Notes
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INSPECTION LOG

Date	Initials	Notes
2024-01-03	nhenry	crossing was inspected and marked

Nicollet County
DRAINAGE DEPARTMENT
REPAIR REPORT
For Staff Documentation & Contractor Information

INSPECTION PHOTOS

Date (01/03/2024) - Inspector(nhenry)

No photos

Name %
Name %

6. Landowner's Attesting to the above facts:

Printed Name Larry Hoffmann Signature Larry Hoffmann Dated 12-12-23
Printed Name Signature Dated
Printed Name Signature Dated
Printed Name Signature Dated

SECTION 2
DITCH INSPECTOR

1. Estimated cost to repair bridge or culvert:

\$ 4000 (B)

2. Estimated cost to permanently remove bridge or culvert

\$ 1000 (C)

3. (A) + (C) must be less than (B) for application to be considered by the Nicollet County

Drainage Authority
0 (A) + 1000 (C) is less than 4000 (B)

☒ YES ☐ NO

I recommend that this application move forward for consideration by the Nicollet County
Drainage Authority.

 Dated 12-18-2023
Ditch Inspector

SECTION 3
DRAINAGE AUTHORITY ORDER

The Nicollet County Drainage Authority considered the landowner's request and reviewed the information contained in Sections 1 & 2 above. The Nicollet County Drainage Authority further heard the presentation by the Nicollet County Drainage Inspector. Having considered the Landowner's request for the removal of the bridge or culvert, the Nicollet County Drainage Authority finds the following:

- 1) All landowners directly benefiting from the bridge or culvert provided written consent for the permanent removal of the bridge or culvert;
- 2) All landowners directly benefiting from the bridge or culvert agreed in writing to permanently waive any right to repair or reconstruction of the bridge or culvert; and
- 3) The compensation and cost of removing the bridge or culvert is less than the cost of repair of the bridge or culvert.

The Nicollet County Drainage Authority therefore finds that the requirements of Minn. Stat. § 103E.701, subd. 5a (1), (2) and (3), are met and hereby orders the permanent removal of the bridge or culvert above identified and orders total compensation to the above landowner(s) in the total amount of \$ and further apportioned as follows: .

Dated this day of , 20 .

Nicollet County Board of Commissioners, acting as the Nicollet County Drainage Authority.

Chair, Nicollet County Drainage Authority

Attest:

Mandy Landkamer, County
Administrator, Clerk to the County
Board

Exhibit A

Landowners directly benefiting from removal of bridge or culvert – Continued:

Name
Address
Phone # Email Address
Cell #

Name
Address
Phone # Email Address
Cell #

Name
Address
Phone # Email Address
Cell #

Name
Address
Phone # Email Address
Cell #