

Board of Commissioners Agenda

November 12, 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. [October 22, 2024 Board Minutes](#)
 - b. [End of Probations](#)
 - c. [Approval for Out of State Travel: Community Corrections](#)
 - d. [Farm Lease Renewals](#)
 - e. Approval of Bills
 5. Public Appearances
- 9:05 a.m. 6. Health and Human Services**
- a. [Consider 2025 Master Contract Agreement for MFIP/DWP and Notice of Funds Available](#)
 - b. [Consider Master Grant Agreement for Community Health Board](#)
 - c. [Consider Department of Human Services: Child and Teen Checkup Grant Contract](#)
- 9:20 a.m. 7. Finance**
- a. [Set Public Hearing Date for Capital Improvement Plan 2025-2029](#)
- 9:25 a.m. 8. Property Services**
- a. [October 21, 2024 Planning and Zoning Advisory Committee Meeting](#)
 - [PLN24-16: United Farmers Cooperative](#)
 - [PLN24-15: United Farmers Cooperative](#)
- 9:30 a.m. 9. Public Works**
- a. [Consider MnDOT Intersection Lighting Agreement #1058283 and Resolution](#)
 - b. [Consider ROW Plat 33 and Acquisition Resolution for SAP 052-606-007](#)
- 9:45 a.m. 10. Human Resources**
- This portion of the meeting is closed for labor negotiations pursuant to Minnesota Statutes Chapter 13D.03 to discuss the Licensed Law Enforcement Collective Bargaining Union Agreement for 2025 and the Community Corrections Collective Bargaining Agreement for 2025.
- a. [Licensed Law Enforcement Collective Bargaining Agreement for 2025](#)
 - b. [Community Corrections Collective Bargaining Agreement for 2025](#)
- 11. County Attorney Update**

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.

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12. Chair's Report
13. Commissioner Committee Reports, Meetings & Conferences
14. Approve Per Diems and Expenses
15. Adjourn Board of Commissioners Meeting

10:00 a.m. Call Drainage Authority Meeting to Order: Chair

1. Approval of Agenda
2. Approval of Consent Agenda
 - a. [October 22, 2024 Drainage Authority Minutes](#)
3. Public Appearances
4. Adjourn Drainage Authority Meeting

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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
Nov. 11	Non-Emergency Service buildings closed in observation of Veterans Day		
Nov. 12	9:00 a.m.	County Board of Commissioners Meeting	Gov. Center Board Room – St. Peter
Nov. 12	*following Board adjournment	Drainage Authority Meeting	Gov. Center Board Room – St. Peter
Nov. 18	8:30 a.m. to 3:30 p.m.	Bridges Out of Poverty	GAC – Alumni Hall
Nov. 19	8:15 a.m.	Individual Department Head – Sheriff	Gov. Center Board Room – St. Peter
Nov. 19	9:30 a.m.	Board Workshop	Gov. Center Board Room – St. Peter
Nov. 26	9:00 a.m.	County Board of Commissioners Meeting	Gov. Center Board Room – St. Peter
Nov. 26	*following Board adjournment	Drainage Authority Meeting	Gov. Center Board Room – St. Peter
Nov. 28 – 29	Non-Emergency Service buildings closed in observation of Thanksgiving		
December 5	6:30 p.m.	Budget & Tax Levy Meeting	Gov. Center Board Room – St. Peter
December 9-11	All Day	AMC Annual Conference	Double Tree Hotel - Bloomington
December 11	7:00 p.m.	Nicollet Township Association	Nicollet American Legion, Nicollet
December 12	9:00 a.m.	Board Workshop	Gov. Center Board Room – St. Peter
December 16	7:00 p.m.	Planning & Zoning Commission (PZ) / Board of Adjustments & Appeals (BAA)	Gov. Center Board Room – St. Peter
December 20	9:00 a.m.	Brown Nicollet Community Health Full Board Meeting	1900 Franklin St. – New Ulm, MN
December 24	Offices Close at 12:00 p.m. (Christmas Eve)		
December 25	Offices Closed in Observance of Christmas		

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October 22, 2024
OFFICIAL PROCEEDINGS OF THE
BOARD OF COUNTY COMMISSIONERS

The Nicollet County Board of Commissioners met in regular session on Tuesday, October 22, 2024, at 9:00 a.m. Present at the meeting were Commissioners Morrow, Dranttel, Kolars, Zins, and Dehen. Also present were County Administrator Mandy Landkamer and County Attorney Michelle Zehnder Fischer.

Approval of Agenda:

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

Consent Agenda:

1. October 8, 2024 Board Meeting Minutes
2. Approval of Bills
3. Acknowledgement of the Auditor's Warrants and approval of the Commissioner Warrants as presented for the following amounts:
 - a. General Revenue Fund - \$183,819.59
 - b. Road & Bridge Fund - \$67,318.43
 - c. Human Services Fund - \$276,725.08

Motion by Commissioner Kolars 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.

Office of Technologies:

Consider Proclamation Recognizing October as Cybersecurity Awareness Month in Nicollet County

Director Dragvold requested the Board proclaim October as Cybersecurity Awareness Month in Nicollet County.

Motion by Commissioner Dehen and seconded by Commissioner Zins to approve the Proclamation Recognizing October as Cybersecurity Awareness Month in Nicollet County. Motion carried with all voting in favor on a roll call vote.

Health and Human Services:

Consider Resolution to Support Operation Green Light for Veterans

Director Sassenberg requested approval of the Resolution Supporting Operation Green Light for Veterans. Veterans Service Officer Nathan Tish was present and read the Resolution into the record.

Motion by Commissioner Zins and seconded by Commissioner Dehen to approve the Resolution Supporting Operation Green Light for Veterans. Motion carried with all voting in favor on a roll call vote.

2025 Child Welfare Screening Grant

Director Sassenberg requested approval of the 2025 Child Welfare Screening Grant. This is an annual grant for the provision of mental health screenings, assessments, and referrals for diagnostic assessment and/or treatment for children within the child welfare and juvenile justice populations.

Motion by Commissioner Kolars and seconded by Commissioner Dehen to approve the acceptance of the 2025 Child Welfare Screening Grant. Motion carried with all voting in favor.

2025 Purchase of Service Agreement: Brown County Evaluation Center, Inc.

Director Sassenberg requested approval of the 2025 Purchase of Service Agreement: Brown County Evaluation Center, Inc. The Center provides detoxification and evaluation services for Nicollet County.

Motion by Commissioner Dehen and seconded by Commissioner Dranttel to approve the 2025 Purchase of Service Agreement: Brown County Evaluation Center, Inc. Motion carried with all voting in favor.

Finance:

Consider Resolution Quarter 3 2024 Donations

Director McCormick requested approval of the Resolution for various Quarter 3 2024 Donations.

Motion by Commissioner Kolars and seconded by Commissioner Zins to approve the Resolution of the Quarter 3 2024 Donations. Motion carried with all voting in favor on a roll call vote.

Consider Resolution for Committing Funds for Health Insurance

Director McCormick requested approval of the Resolution for Committing Funds for Health Insurance. The amount of savings for reserves within the 2024 budget totals \$369,059.

Motion by Commissioner Dranttel and seconded by Commissioner Kolars to approve the Resolution for Committing Funds for Health Insurance. Motion carried with all voting in favor on a roll call vote.

Human Resources:

Consider Total Compensation Assessment Agreement

Director Larson requested approval of the Total Compensation Assessment Agreement between the County of Nicollet and David Drown and Associates (DDA). The project will (1) review and update the county's total compensation philosophy and strategy, (2) update all job descriptions, and (3) review and recalibrate paygrade amounts and structure.

Motion by Commissioner Kolars and seconded by Commissioner Dehen to approve the Total Compensation Assessment Project. Motion carried on a 4-1 vote.

County Attorney Update:

Attorney Zehnder Fischer shared that she recently attended the Mental Health Awareness Walk sponsored by the Health and Human Services Department.

Chair's Report:

- HRA Special Board Meeting

Commissioner Committee Reports

The Commissioners reported on various meetings and activities, including:

Commissioner Marie Dranttel

- Public Works Road Tour
- TdS Board
- Food Shelf Produce Distribution Program
- Board Meeting

Commissioner Mark Dehen

- Public Works Road Tour
- REDA Annual Meeting
- SHAC
- LAC Mental Health Retreat
- EMS Annual Meeting

Commissioner Jack Kolars

- REDA Annual
- Diversity Council
- Area Transportation Partnership
- Public Works Road Tour

Commissioner Kurt Zins

- Public Works Road Tour
- Nuvera Fiber Project Celebration
- Planning and Zoning Advisory Commission

Approve Per Diems and Expenses:

Motion by Commissioner Zins and seconded by Commissioner Kolars 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 9:35 a.m.

TERRY MORROW, 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: 11/12/2024 Item Type: Consent Agenda (Select One) Attachments: ☐ Yes ☒ No	
County Strategy: Facilities and Space - preserve, maintain and build our assets (Select One)		
BACKGROUND/JUSTIFICATION: Health and Human Services Health and Human Services Director Cassie Sassenberg has requested the end of probation for Amy Kral, Fiscal Supervisor, effective November 1, 2024, and Aimee Kleiter, Case Manager, effective November 6, 2024. Sheriff's Office Sheriff Dave Lange has requested the end of probation for Cassie Sandmann, Correctional Officer, effective November 6, 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: Approval for Out of State Travel		
Primary Originating Division/Dept.: Community Corrections Contact: Rich Molitor Title: Director Amount of Time Requested: minutes Presenter: Rich Molitor Title: Director	Meeting Date: 11/12/2024 Item Type: Consent Agenda (Select One)	
Attachments: ☒ Yes ☐ No		
County Strategy: Programs and Services - deliver value-added quality services (Select One)		
BACKGROUND/JUSTIFICATION: Director Molitor is requesting approval for three Community Corrections staff members: Director Rich Molitor, Career Agent Betsy Chadderdon and Probation Agent Kevin Olson to attend the APPA National Conference in Las Vegas, NV from Sunday, January 26th to Wednesday, January 29th, 2025.		
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 for out of state travel		
FISCAL IMPACT: Included in current budget (Select One) If "Other", specify:	FUNDING County Dollars = Staff Development 01-255-6242 State (Select One) Total: \$5,560	
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease," specify:		
Related Financial/FTE Comments: Airfare \$1,200, Lodging \$1,500, Meals \$1,000 & Conference dues \$1,860		



Planet Hollywood - Las Vegas, NV

January 25	January 26	January 27
Saturday	Sunday	Monday
08:30 am - Leadership Institute 05:00 pm (Invitation Only)	07:30 am - Registration 05:30 pm	06:30 am - Fitness 07:30 pm
12:00 pm - Registration 04:00 pm	08:00 am - Intensive Sessions 12:00 pm	07:00 am - Registration 05:30 pm
	08:30 am - Leadership Institute 05:00 pm (Invitation Only)	07:30 am - Coffee and Carbs 09:00 am in Expo Hall
	12:00 pm - Board of Director's 02:00 pm Meeting	09:15 am - 60min Workshops 10:15 am
	02:00 pm - First Time Attendees 03:00 pm Networking Event	10:30 am - 60min Workshops 11:30 am
	03:15 pm - Opening Plenary 05:00 pm	11:45 am - Plenary Session 12:45 pm
	05:00 pm - Reception in Expo Hall 07:00 pm	12:45 pm - Lunch on your own 01:45 pm
		02:00 pm - 60min Workshops 03:00 pm
		03:15 pm - Plenary Session 04:45 pm
		04:45 pm - Reception in Expo Hall 06:45 pm

**JAN
26-29**

AMERICAN PROBATION AND PAROLE ASSOCIATION

**2025 WINTER
TRAINING INSTITUTE**

Las Vegas, NV



Planet Hollywood - Las Vegas, NV

January 28

January 28

January 29

Tuesday

Tuesday *continued*

Wednesday

06:30 am - Fitness
07:30 am

04:15 pm - 60min Workshops
05:15 pm

08:00 am - 90min Workshops
09:30 am

07:00 am - Registration (half-day)
02:00 pm

05:30 pm - Juvenile Justice
07:30 pm Networking Event
(invite only)

09:45 am - 60min Workshops
10:45 am

07:30 am - Coffee and Carbs
09:00 am in Expo Hall

11:00 am - Closing Plenary
12:30 pm

09:15 am - 60min Workshops
10:15 am

09:00 am - Justice-Involvled
01:00 pm Individual Career Fair

10:30 am - 60min Workshops
11:30 am

11:30 am - Lunch on Your Own
12:45 pm

12:30 pm - Judicial Roundtable
04:30 pm

12:45 pm - 90min Workshops
02:15 pm

02:30 pm - 90min Workshops
04:00 pm

Agenda Item: Farm Lease Renewals	
Primary Originating Division/Dept.:	Meeting Date: 11/12/2024
Contact: Heather McCormick Title: Finance Director	Item Type: Consent Agenda (Select One)
Amount of Time Requested: minutes	
Presenter: Title:	Attachments: ☒ Yes ☐ No
County Strategy: Facilities and Space - preserve, maintain and build our assets (Select One)	
BACKGROUND/JUSTIFICATION: This is to request the renewal of annual leases on County owned property. There are no changes from last year. Lease copies are included which will be signed by Heather McCormick. Lease for property located in Courtland Township to Kenneth Drill. Upon recommendation, this lease will be for 37.06 acres at \$122.00 per acre for a total of \$4521.32. Lease for property located in Brighton Township, aka "Poor Farm" to Melvin Hopp. Upon recommendation, this lease will be for 8.93 acres at \$150.00 per acre for a total of \$1339.50.	
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) 11/14/23	
Approved by County Attorney's Office: ☐ Yes ☐ No ☒ N/A	
ACTION REQUESTED: Approval of Leases	
FISCAL IMPACT: Included in current budget (Select One) If "Other", specify:	FUNDING County Dollars = (5,860.82) Other (Select One)
FTE IMPACT: No FTE change (Select One)	Total: (5,860.82)
If "Increase or "Decrease," specify: Related Financial/FTE Comments:	

This Agreement, Made this **12th** day of **November, 2024** by and between the County of Nicollet, party of the first part, Lessor, and **Kenneth Drill** of the Township of **Courtland**, County of **Nicollet** and the State of **Minnesota**, party of the second part, Lessee.

WITNESSETH, That the said party of the first part, in consideration of the rents and covenants hereinafter mentioned, does hereby Remise, Lease, and Let unto the said party of the second part, and the said party of the second part does hereby hire and take from the said party of the first part, the following described premises situated in the County of **Nicollet**, and State of **Minnesota**, viz:

The Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of Section (9) and the Southwest Quarter (SW ¼) of the Southwest Quarter (SW ¼) of Section (10), all situated in Township one hundred nine (109), North, Range twenty nine (29) West, and consisting of approximately 37.06 acres of tillable land.

In Section Number(s) **9 & 10** Township Number **109** , Range Number **29** , containing **approximately 37.06** acres be the same more or less, of which described premises the second party hereby agrees to plow and put in crops not less than **37.06** acres each year during the continuance of this Lease.

To Have an to Hold, The above rented premises unto the said second party, heirs and assigns, subject to the conditions and limitations hereinafter mentioned for and during the full term of **one** year from and after the **31st** day of **December 2024**. The term of the Lease ending the **31st** day of **December, 2025**.

And the said second party agrees to and with the said first party to pay as rent for the above mentioned premises, for and during the full term of this Lease, the sum of **four thousand five hundred twenty one and 32/100 (\$4,521.32)** Dollars, payable at **Nicollet County Finance Department, 501 S Minnesota Ave, St Peter, MN** in **one (1)** installments with interest at the rate of **-0-** per cent on each installment after due, to-wit:

2024 crop \$ **4,521.32** on or before **12/31/2024**

And it is Further Agreed, By and between the parties as follows: That should the said second party fail to make the above mentioned payments as herein specified, or to pay any of the rent aforesaid when due, or fail to fulfill any of the covenants herein contained, then and in that case said first party may re-enter and take possession of the above rented premises, and hold and enjoy the same without such re-entering working a forfeiture of the rents to be paid by the said second party for the full term of this lease. That if the said first party sells said premises during the life of this lease and before the crop is in the ground, and desires to give possession to the purchaser, that the second party will forthwith surrender possession of said leased premises upon the payment to him of \$ _____ per acre for each acre of said premises newly plowed by the said second party at the time said possession is demanded if sold after the crop is in, then said second party shall have the right to remove such crop when ready to be harvested. That if said first party sells said premises during the term of this lease, the purchaser may at any time enter upon the leased premises for the purpose of plowing, breaking more land, summer-fallowing, cultivating, or otherwise improving any part of said premises not in actual cultivation by said second party, and without such entry working any forfeiture of the rents herein agreed to be paid. That if said second party remains in possession of said premises after the expiration of the term for which they are hereby leased, such possession shall not be construed to be a renewal of this lease, but to be a tenancy at the will of the said first party, which may be terminated upon ten days' notice, given by the said first party in writing, either delivered to second party or sent to him in a sealed envelope, duly stamped and directed to him at **52605 506th St, Courtland MN 56021**.

Which is hereby declared by said second party to be his usual Post-Office address.

And the said second party also covenants and agrees to and with the said first party, not to assign this lease or underlet the above rented premises or any party thereof, without first obtaining the written consent of the said first party and that he will, at the expiration of the time as herein recited, quietly yield and surrender the aforesaid premises to the said first party, his heirs or assigns, in as good condition and repair as when taken, reasonable wear and tear and damage by the elements alone excepted. Said second party also covenants and agrees to cultivate the hereby leased premises in a careful and husband-like manner, and to maintain and keep up the fences so as to protect all crops from injury and waste, and to protect the fruit and shade trees thereon, and to cut no green trees and to commit no waste or damage on said real estate and to suffer none to be done; and to keep up and maintain in good repair all buildings, stables, cribs, fences and improvements on said farm; and further agrees not to remove any straw or manure from said farm, but to spread upon said premises all manure made thereon.

The party of the second part is also to destroy all noxious weeds growing on said land, declared by statute to be common nuisances, within the times prescribed by law, and shall keep all roadways and other parts of the land, not in crop, mowed and free from growing weeds. And the first party or his agent shall have the right to enter upon said premises at any time, without injury to the standing crops, for the purpose of making any improvements, to or prepare for the succeeding crop, or for any other purpose whatsoever.

And the said first party covenants that the said second party, on paying the rent and performing the covenants aforesaid, shall peaceably and quietly have, hold and enjoy the said remised premises and the said second party agrees to reside and occupy the buildings thereon for the term aforesaid. In the event of any rents dues hereon being collected by suit, the second party further agrees to pay all expenses which may be incurred thereby.

As security for the payment of the rents herein specified and the faithful performance and strict fulfillment of all the covenants of said second party in this lease contained, said second party does hereby grant a security interest to said first party in all crops grown or growing on said premises during the term of this lease and in products and contract rights with respect thereto and all proceeds of each. Upon any default on the part of said second party in paying said rent or in performing any of the covenants of this lease, and at any time thereafter, said first party shall have, in addition to the rights and remedies granted hereby, all rights and remedies of a secured party under the Uniform Commercial Code or other applicable law, and said first party may require said second party to assemble said property and make it available to said first party at a place to be designated by said first party that is reasonably convenient to both parties. Expenses of retaking, holding, preparing for sale, selling and the like, shall include the reasonable attorney's fees and legal expenses of said first party.

LEASE IS FIGURED AT \$122.00 PER ACRE FOR 1 YEAR

IN TESTIMONY WHEREOF, Both parties have hereunto set their hands the day and year hereinbefore written.

IN PRESENCE OF

Kenneth Drill, Tenant

County of Nicollet, Landord

By: _____

STATE OF MINNESOTA }
COUNTY OF NICOLLET } ss

On this _____ day of _____, 2024, before me,
Heather McCormick, Nicollet County Finance Director within and for said County
And State, personally appeared to me _____ known to be the
person described in and who executed the foregoing instrument, and acknowledged that he/she
executed the same as free act and deed.

Heather McCormick
Nicollet County Finance Director

This Agreement, Made this **12th** day of **November, 2024** by and between the County of Nicollet, party of the first part, Lessor, and **Melvin Hopp** of the Township of **Brighton**, County of **Nicollet** and the State of **Minnesota**, party of the second part, Lessee.

WITNESSETH, That the said party of the first part, in consideration of the rents and covenants hereinafter mentioned, does hereby Remise, Lease, and Let unto the said party of the second part, and the said party of the second part does hereby hire and take from the said party of the first part, the following described premises situated in the County of **Nicollet**, and State of **Minnesota**, viz:

That part of Government Lot 4 owned by Nicollet County in Section 13, Township 110, Range 29 and consisting of approximately 8.93 acres of tillable land.

In Section Number(s) **13** Township Number **110**, Range Number **29**, containing approximately 8.93 acres be the same more or less, of which described premises the second party hereby agrees to plow and put in crops not less than 8.93 acres each year during the continuance of this Lease.

To Have an to Hold, The above rented premises unto the said second party, heirs and assigns, subject to the conditions and limitations hereinafter mentioned for and during the full term of **one** year from and after the **31st** day of **December, 2024**. The term of the Lease ending the **31st** day of **December, 2025**.

And the said second party agrees to and with the said first party to pay as rent for the above mentioned premises, for and during the full term of this Lease, the sum of One thousand three hundred thirty-nine and 50/100 (\$1,339.50) Dollars, payable at **Nicollet County Finance Department, 501 S Minnesota Ave, St Peter, MN** in **one (1)** installments with interest at the rate of -0- per cent on each installment after due, to-wit:

2024 crop **\$ 1,339.50** on or before **12/31/2024**

And it is Further Agreed, By and between the parties as follows: That should the said second party fail to make the above mentioned payments as herein specified, or to pay any of the rent aforesaid when due, or fail to fulfill any of the covenants herein contained, then and in that case said first party may re-enter and take possession of the above rented premises, and hold and enjoy the same without such re-entering working a forfeiture of the rents to be paid by the said second party for the full term of this lease. That if the said first party sells said premises during the life of this lease and before the crop is in the ground, and desires to give possession to the purchaser, that the second party will forthwith surrender possession of said leased premises upon the payment to him of \$ _____ per acre for each acre of said premises newly plowed by the said second party at the time said possession is demanded if sold after the crop is in, then said second party shall have the right to remove such crop when ready to be harvested. That if said first party sells said premises during the term of this lease, the purchaser may at any time enter upon the leased premises for the purpose of plowing, breaking more land, summer-fallowing, cultivating, or otherwise improving any part of said premises not in actual cultivation by said second party, and without such entry working any forfeiture of the rents herein agreed to be paid. That if said second party remains in possession of said premises after the expiration of the term for which they are hereby leased, such possession shall not be construed to be a renewal of this lease, but to be a tenancy at the will of the said first party, which may be terminated upon ten days' notice, given by the said first party in writing, either delivered to second party or sent to him in a sealed envelope, duly stamped and directed to him at **42468 County Road 4, Nicollet MN 56074** Which is hereby declared by said second party to be his usual Post-Office address.

And the said second party also covenants and agrees to and with the said first party, not to assign this lease or underlet the above rented premises or any party thereof, without first obtaining the written consent of the said first party and that he will, at the expiration of the time as herein recited, quietly yield and surrender the aforesaid premises to the said first party, his heirs or assigns, in as good condition and repair as when taken, reasonable wear and tear and damage by the elements alone excepted. Said second party also covenants and agrees to cultivate the hereby leased premises in a careful and husband-like manner, and to maintain and keep up the fences so as to protect all crops from injury and waste, and to protect the fruit and shade trees thereon, and to cut no green trees and to commit no waste or damage on said real estate and to suffer none to be done; and to keep up and maintain in good repair all buildings, stables, cribs, fences and improvements on said farm; and further agrees not to remove any straw or manure from said farm, but to spread upon said premises all manure made thereon.

The party of the second part is also to destroy all noxious weeds growing on said land, declared by statute to be common nuisances, within the times prescribed by law, and shall keep all roadways and other parts of the land, not in crop, mowed and free from growing weeds. And the first party or his agent shall have the right to enter upon said premises at any time, without injury to the standing crops, for the purpose of making any improvements, to or prepare for the succeeding crop, or for any other purpose whatsoever.

And the said first party covenants that the said second party, on paying the rent and performing the covenants aforesaid, shall peaceably and quietly have, hold and enjoy the said remised premises and the said second party agrees to reside and occupy the buildings thereon for the term aforesaid. In the event of any rents dues hereon being collected by suit, the second party further agrees to pay all expenses which may be incurred thereby.

As security for the payment of the rents herein specified and the faithful performance and strict fulfillment of all the covenants of said second party in this lease contained, said second party does hereby grant a security interest to said first party in all crops grown or growing on said premises during the term of this lease and in products and contract rights with respect thereto and all proceeds of each. Upon any default on the part of said second party in paying said rent or in performing any of the covenants of this lease, and at any time thereafter, said first party shall have, in addition to the rights and remedies granted hereby, all rights and remedies of a secured party under the Uniform Commercial Code or other applicable law, and said first party may require said second party to assemble said property and make it available to said first party at a place to be designated by said first party that is reasonably convenient to both parties. Expenses of retaking, holding, preparing for sale, selling and the like, shall include the reasonable attorney's fees and legal expenses of said first party.

LEASE IS FIGURED AT \$150.00 PER ACRE FOR 1 YEAR

IN TESTIMONY WHEREOF, Both parties have hereunto set their hands the day and year hereinbefore written.

IN PRESENCE OF

Melvin Hopp, Tenant

County of Nicollet, Landord

By: _____

STATE OF MINNESOTA }
COUNTY OF NICOLLET } ss

On this _____ day of _____, 2024, before me,
Heather McCormick, Nicollet County Finance Director within and for said County
And State, personally appeared to me _____ known to be the
person described in and who executed the foregoing instrument, and acknowledged that he/she
executed the same as free act and deed.

Heather McCormick
Nicollet County Finance Director

DISCLAIMER

MELVIN HOPP shall indemnify and save harmless the County of Nicollet, its officers and employees from all suits, actions, and claims of any character brought because of injuries or damages received or sustained by operations of said **TREE REMOVAL**; or on account of or in consequence of any neglect in safeguarding the work; the work, operations, or activities being inclusive of, but not limited to the **REMOVAL OF DOWNED TREES NEAR THE PLOW GROUND OF THE COUNTY. SECTION 13 – 110 – 29 IN BRIGHTON TOWNSHIP.**

MELVIN HOPP IS HEREBY AUTHORIZED TO REMOVE ONLY DOWN DEAD TREES UNTIL APRIL 1, 2025.

Dated this the _____ day of _____, 2024.

SIGNATURE _____

Heather McCormick, Nicollet County Finance Director

PC: Nicollet County Highway Department

Nicollet County Board of Commissioners

Board Meeting Agenda Item



Agenda Item: 2025 Master Contract for MFIP/DWP and Notice of Funds Available						
Primary Originating Division/Dept.: Health and Human Services Contact: Cassandra Sassenberg Title: HHS Director Amount of Time Requested: 5 minutes Presenter: Cassandra Sassenberg Title: HHS Director	Meeting Date: 11/12/2024 Item Type: Regular Agenda (Select One) Attachments: ☒ Yes ☐ No					
County Strategy: Programs and Services - deliver value-added quality services (Select One)						
BACKGROUND/JUSTIFICATION: Nicollet County contracts with the Minnesota Valley Action Council (MVAC) to provide services to Nicollet County residents using the state and federal funds we receive for the Minnesota Family Investment Program and Diversionary Work Program (MFIP/DWP). Attached is the annual master contract and notice of funds available reflecting: -\$27,304.00 for the administration of MFIP/DWP through Minnesota Valley Action Council and South Central WorkForce Council -\$260,105.00 for direct program costs which include employment counseling, preparation, and placement -\$41,000.00 for client support services which are focused on services to assist clients in successfully securing and maintaining employment						
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) Annually; 2/13/2024						
Approved by County Attorney's Office: ☒ Yes ☐ No ☐ N/A						
ACTION REQUESTED: Approval of the 2025 Master Contract and Notice of Funds Available for MFIP/DWP.						
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> FISCAL IMPACT: Included in current budget (Select One) If "Other", specify: </td> <td style="width: 50%; vertical-align: top;"> FUNDING County Dollars = Other State and federal (Select One) </td> </tr> <tr> <td colspan="2" style="padding-top: 10px;"> FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease," specify: Related Financial/FTE Comments: </td> </tr> </table>			FISCAL IMPACT: Included in current budget (Select One) If "Other", specify:	FUNDING County Dollars = Other State and federal (Select One)	FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease," specify: Related Financial/FTE Comments:	
FISCAL IMPACT: Included in current budget (Select One) If "Other", specify:	FUNDING County Dollars = Other State and federal (Select One)					
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease," specify: Related Financial/FTE Comments:						

MASTER CONTRACT AGREEMENT #: CY & SFY 2025 Nicollet County	CFDA #: 93.558 MFIP
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AGREEMENT

This Agreement is made and entered into by and between Nicollet County Health and Human Services, hereinafter referred to as the "COUNTY", and

Minnesota Valley Action Council, Inc.
706 N. Victory Drive
Mankato, MN 56001

Social Security or Federal Identification Number: **JX41-6050353**
Minnesota State Tax Identification Number: **9465358**

hereinafter referred to as the "PROVIDER".

WITNESSETH

WHEREAS, this Agreement is issued in anticipation of receipt of funds from the Minnesota Department of Human Services (DHS) for the purpose of providing services authorized under the:

Personal Responsibility and Work Opportunity Reconciliation Act of 1996, Public Law 104-193, Welfare Reform Bill signed April 30, 1997 (TANF/MFIP), and

WHEREAS, the PROVIDER represents itself to the COUNTY as qualified to provide the services herein agreed to, and

WHEREAS, the COUNTY is desirous of entering into an Agreement with the PROVIDER for the provision of said services, and

WHEREAS, the release of funding under this Agreement to the PROVIDER is subject to actual receipt of appropriated funds from aforementioned sources that supports the provision of employment services for individuals receiving public assistance. Funds shall be released by the COUNTY to the PROVIDER through the Notice of Funds Available (NFA) contracting method described within, and

WHEREAS, the PROVIDER is familiar with the local Consolidated Plan (biennial service agreement) and DHS Bulletins applicable to the implementation of employment services required under this Agreement and has represented to the COUNTY that it is qualified to effectively deliver said services.

NOW, THEREFORE, in consideration of the premises, and the mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties hereto understand and agree as follows:

- I. Program: The foregoing recitals are made a part of this Agreement by reference. The PROVIDER shall implement the Conditions hereto attached as Exhibit A, and incorporated by reference as a part of this Agreement.
- II. Duties and Payment: No costs are eligible for reimbursement under this Agreement without a valid issued Notice of Funds Available (NFA) signed by the COUNTY and the PROVIDER. Funds available under the Agreement are available for the period(s) indicated on the Notice of Funds Available by program, which may be for a shorter period than indicated in the Term of Agreement below. If any additional conditions are required based on funding sources, the appropriate conditions shall be attached to or be a part of the relevant Notice of Funds Available (NFA). Additional conditions may be work plans and budgets for new or modified activity under the Agreement. The additional conditions become part of this Agreement.

The PROVIDER is hereby authorized to expend funds for the MFIP/DWP (Diversionary Work Program) Employment Services in accordance with the following:

- a. MFIP/DWP Employment Services Available Funds. The total amount expended under this Agreement shall not exceed the amount identified on the Notice of Funds Available for MFIP DWP Employment Services. It is understood and agreed that in the event funding to the COUNTY is not continued at a level sufficient to allow for the indicated level of funding to the PROVIDER, the obligation of the party hereunder shall thereupon be cancelled, provided that any cancellation of this Agreement shall be without prejudice to any obligations or liabilities of the party already accrued prior to such cancellation.
- b. Payment. The COUNTY shall make reimbursement to the PROVIDER for program expenditures upon receipt of a monthly itemized invoice specifying the costs incurred by the PROVIDER during the previous month. Billings of 1/12 the annual budget are acceptable. The COUNTY shall not reimburse for any costs incurred which are not in accordance with the budget on the Notice of Funds Available and applicable federal, state and COUNTY regulations and policies.
- c. Performance Objectives. The PROVIDER shall report to the COUNTY for the period January 1, 2025 to December 31, 2025, their performance in meeting the current MFIP work participation rates, performance with the self-support index and the average placement wage requirement for MFIP recipients receiving employment.

Performance meeting or exceeding the MFIP work participation rate for non-exempt participants shall entitle the PROVIDER to receive all available funds.

Performance below the MFIP 2025 Nicollet County Participation Rate or Self-Support Index for non-exempt participants will result in a discussion about lowered grant earnings. Such discussions shall take place at a quarterly administrative review meeting or at such other time with PROVIDER as may be determined.

- III. Term of Agreement: This Agreement shall be effective on **January 1, 2025**, and shall remain in effect until **December 31, 2025**, or until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
- IV. Termination: If, at any time, funds in support of this Agreement become unavailable, this Agreement shall be terminated immediately upon written notice of such fact by the COUNTY to

the PROVIDER. In the event of such termination, the PROVIDER shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

- a. Termination without Cause: Either party to this Agreement may terminate this agreement without cause. The party will give a 30-calendar day advance notice, in writing, of the effective date of the termination. The PROVIDER shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date of the termination, in accordance with and subject to the provisions of this Agreement.
- b. Termination for Cause: The COUNTY shall terminate the Agreement when it is determined the PROVIDER has failed to provide any of the services specified or has failed to comply with any of the provisions contained in this Agreement. If the PROVIDER fails to perform in whole or in part under this Agreement, or fails to make sufficient progress so as to endanger performance, the COUNTY will notify the PROVIDER of such unsatisfactory performance in writing. The PROVIDER will have ten (10) working days in which to respond with a plan to correct the deficiencies agreeable to the COUNTY. If the PROVIDER does not respond to the COUNTY with an appropriate corrective action plan, the COUNTY will notify the PROVIDER of immediate termination of the Agreement. In the event of such termination, the COUNTY shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services performed are in accordance with the provisions of the Agreement.

V. Disputes:

- a. The PROVIDER agrees to attempt to resolve disputes arising from the Agreement by administrative process and negotiation in lieu of litigation. Continued performance during disputes is assured.
- b. Any dispute concerning a question of fact arising under this Agreement which is not settled by informal means shall be decided by the COUNTY'S authorized representative, who shall furnish the PROVIDER with a written decision.
- c. The PROVIDER will be allowed the opportunity to offer evidence and be heard in appeal of the COUNTY'S decision. Pending final decision, the PROVIDER shall proceed in performance of this Agreement in accordance with the COUNTY'S initial decision.
- d. This DISPUTES clause does not preclude consideration of law questions in connection with decisions provided above provided that nothing in this Agreement shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

VI. Grievance Procedure: The PROVIDER will follow the grievance procedure established by the COUNTY and the MN Department of Human Services to resolve issues between the PROVIDER and program participants.

VII. Records and Reports:

- a. The PROVIDER will maintain records, books, documents and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs and activities of any nature supported by funds under this Agreement. Such records, including participant information, shall be maintained for seven years after the submission of the final report by the PROVIDER, or the

COUNTY makes the final payment, whichever is later, for audit purposes. Such records will be considered the property of the COUNTY.

- b. The PROVIDER agrees that authorized representatives of the COUNTY, State and federal agencies will, during regular business hours and as often as such authorized representatives deem necessary, have access to and the right to examine, audit, excerpt and transcribe any books, documents, papers, records, which are pertinent and involve transactions relating to this Agreement.
- c. The PROVIDER further agrees to submit in a timely fashion all program reports and corrective actions as may be required by program regulations and COUNTY policies or as a result of monitoring activities.
- d. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the seven-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular seven-year period, whichever is later.
- e. Under Minnesota Statute 16C.05, Subdivision 5, the PROVIDER'S books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the MN Department of Human Services, the COUNTY and/or Minnesota State Auditor or Legislative Auditor, as appropriate for a total of seven years.

VIII. Liability:

- a. Bonding: The PROVIDER shall obtain and maintain, at all times during the term of this Agreement, a fidelity bond in an amount not less than \$100,000, covering the activities of all persons authorized to receive or distribute monies.
- b. Indemnity: The PROVIDER agrees to defend, indemnify and hold the COUNTY, its officers and employees harmless from any liability, claims, damages, costs, judgments or expenses, including attorney's fees, resulting directly or indirectly from an act or omission of the PROVIDER, its agents, employees or contractors in the performance of the services provided by this Agreement and against all loss by reason of the failure of the PROVIDER to perform, in any respect, all obligations under this Agreement.
- c. Insurance: The PROVIDER further agrees that it will at all times during the term of this Agreement, have and keep in force:
 - 1. A single limit or combined limit or excess umbrella general liability insurance policy of an amount not less than \$1,500,000 for total bodily injuries, death, personal injuries or property damage arising from one occurrence with an annual aggregate limit of not less than \$1,500,000. Such policy shall also include contractual liability coverage protecting the COUNTY, its officers, agents and employees by specific endorsement acknowledging the Agreement between the PROVIDER and the COUNTY.
 - 2. A single limit or combined limit or excess umbrella automobile liability insurance policy, if applicable, in an amount not less than \$1,500,000 per accident for property damage, \$1,500,000 for bodily injury and/or damages to any one person, and \$1,500,000 for total bodily injuries and/or damages arising from any one accident.

3. Any policy obtained and maintained under this clause shall provide that it shall not be canceled, materially changed, or not renewed without thirty (30) days prior notice thereof to the COUNTY.
 - d. The PROVIDER will furnish the COUNTY certificates of bonding and insurance.
 - e. The COUNTY may withhold payment for failure of the PROVIDER to furnish certificates of bonding and insurance as required.
 - f. In the event that claims or lawsuits shall arise jointly against the PROVIDER and the COUNTY, and the COUNTY elects to present its own defense using its own counsel, in addition to or as opposed to legal representation available by the insurance carrier providing general liability coverage in c.1. and/or automobile liability in c.2. above, then such legal expense shall be borne by the COUNTY.
- IX. Independent Contractor: It is agreed by both parties that at all times and for all purposes within the scope of this Agreement the relationship of the PROVIDER to the COUNTY is that of an independent contractor.
- X. Special Administrative Provisions: The PROVIDER agrees to administer the program in accordance with authorizing legislation, as amended, and the regulations and guidelines promulgated there under. The PROVIDER also agrees to comply with other applicable Federal and State laws. In the event that these laws, regulations or policies are amended at any time during the term of this Agreement, the PROVIDER shall comply with such amended laws, regulations or guidelines.
- a. Audits: The PROVIDER agrees to have an annual audit in accordance with the Office of Management and Budget (OMB) 2 CFR Chapter I and II, Part 200, et al Uniform Guidance: Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as it applies to the PROVIDER. The COUNTY agrees to submit to the PROVIDER, prior to the audit activity, a report that specifies the amount of federal and state funds, which comprise the total payments, made to the PROVIDER.
- A copy of the audit shall be provided to the COUNTY upon its completion, but in no event later than nine months after the end of the PROVIDER'S fiscal year.
- b. Program Standards: The PROVIDER agrees to comply with the Office of Management and Budget (OMB) 2 CFR Chapter I and II, Part 200, et al. Uniform Guidance: Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as these circulars relates to its particular agency in the utilization of funds, the operation of programs and the maintenance of records, books, accounts and other documents under the authorizing legislation, as amended.
- The PROVIDER also agrees to comply with the sections of the Code of Federal Regulations relevant to the program(s) covered under this Agreement, as well as all State Instructional Bulletins and policies, as amended. The COUNTY agrees to give the PROVIDER copies of the applicable circulars, laws and regulations under which these funds are granted.
- c. Non-Discrimination Statement: The PROVIDER assures it will comply fully with the non-discrimination and equal opportunity provisions of the following laws prohibiting discrimination, including but not limited to:

- i. Title VI of the Civil Rights Act of 1964, 42 USC §2000d et seq., as amended, and all requirements imposed by or pursuant to the regulation at 7 CFR Part 15, Subpart A and Subpart C. In accordance with Title VI and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Contractor/Vendor receives Federal financial assistance.
- ii. Section 504 of the Rehabilitation Act of 1973, 29 USC § 794, as amended, and all requirements imposed by or pursuant to the regulation at 7 CFR Part 15b. In accordance with Section 504 of that Act and the Regulation, no otherwise qualified individual with a disability in the United States shall, solely by reason of her/his disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Contractor/Vendor receives Federal financial assistance.
- iii. Title IX of the Education Amendments of 1972, 20 USC § 1681 et seq., as amended, and all requirements imposed by or pursuant to the regulation at 7 CFR Part 15a. In accordance with Title IX of that Act and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Contractor/Vendor receives Federal financial assistance.
- iv. Age Discrimination Act of 1975, 42 USC §§ 6101-6107, as amended and all requirements imposed by or pursuant to the regulation at 45 CFR Part 91. In accordance with the Age Discrimination Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Contractor/Vendor receives Federal financial assistance.
- v. The Americans with Disabilities Act of 1990 (42 USC 12101), as amended, which prohibits discrimination on the basis of physical, sensory, or mental disability or impairment and the ADA Amendments Act of 2008.
- vi. Current version of USDA's FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities, Food and Nutrition Service, issued November 8, 2005. The purpose of Instruction 113-1 is to establish and convey policy and provide guidance and direction to the USDA Food and Nutrition Service (FNS) and its recipients and customers and ensure compliance with and enforcement of the prohibition against discrimination in all FNS nutrition programs and activities, whether federally funded in whole or not. FNS Instruction 113-1 incorporates the above Federal legal authorities.
- vii. Minnesota Human Rights Act found at Minnesota Statutes, Chapter 363A, specifically § 363A.11, Public Accommodations and § 363A.12, Public Services. In Minnesota, it is an unfair discriminatory practice to deny any person the full and equal enjoyment of the goods, services, facilities, privileges, advantages, and accommodations of a place of public accommodation because of race, color, creed, religion, disability, national origin, marital status, sexual orientation, or sex. Additionally, it is an unfair discriminatory practice to discriminate against any person in the access to, admission to, full utilization of or benefit from any public service because of race, color, creed, religion, national origin, disability, sex, sexual orientation, or status with regard to public assistance.

- XI. Voter Registration: The PROVIDER shall provide non-partisan voter registration services and assistance, using forms provided by the Secretary of State, to employees of the PROVIDER, program participants and the public as required by Minnesota Statutes, Section 201.162.
- XII. Assignment: The PROVIDER shall neither assign nor transfer any rights or obligations under this Agreement without prior written consent of the COUNTY. The provisions of this Agreement applicable to the PROVIDER shall also be applicable to subgrants made by the PROVIDER from funds obtained under this Agreement.
- XIII. Modifications: Any modifications to this Agreement shall be in writing and shall be executed by the same parties who executed the original Agreement, or their successors in office.
- XIV. Governing Law, Jurisdiction, and Venue: Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state court with competent jurisdiction.
- XV. Debarment and Suspension Certification: The PROVIDER agrees to follow the President's Executive Order 12549 and the implementing regulation "Nonprocurement Debarment and Suspension; Notice and Final Rule and Interim Final Rule," found in 53 FR 19189, May 26, 1988, as amended at 60 FR 33041, June 26, 1995, including Appendix B, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions"; unless excluded by law or regulation.
- XVI. Lobbying Certification and Disclosure: (If applicable) The PROVIDER shall comply with Interim Final Rule, New Restrictions on Lobbying, found in Federal Register Vol. 55, No. 38, February 26, 1990, and any permanent rules that are adopted in place of the Interim Final Rule. The Interim Final Rule requires the PROVIDER to certify as to their lobbying activity. The Interim Final Rule implements section 319 of Public Law 101-121, which generally prohibits recipients of Federal contracts, grants and loans from using appropriated funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific contract, grant or loan.
- XVII. Maintenance of Effort: The PROVIDER agrees that the level of services, activities and expenditures it has devoted to similar services prior to the initiation of this Agreement will be continued and not reduced in any way as a result of this Agreement except for reductions unrelated to the provisions or purposes herein stated.
- XVIII. Conflict of Interest: The PROVIDER assures that no person under its employ, who presently exercises any administrative responsibilities under this program, has any personal, financial interest, direct or indirect, in this Agreement. Further, no person having such a conflicting interest shall be employed under this Agreement. Any such conflict of interest must be disclosed in writing to the COUNTY.
- XIX. Code of Conduct: The PROVIDER assures proper conduct on the part of its employees and understands the effects of U.S. Code, Title 18, Sec. 665.
- XX. Grant Close-out: No costs are to be incurred under this Agreement after December 31, 2025. Within 45 days of the completion of the Agreement, the PROVIDER shall comply with all closeout or auditing procedures established by the COUNTY.
- XXI. Property: Any purchase of non-expendable personal property that has a useful life of more than one year with a per unit cost of \$5,000 or more must have prior written approval of the COUNTY. The PROVIDER will obtain advance written approval from the COUNTY for purchase of property

with a unit cost of \$5,000 or more.

XXI. Data Practices Act: For the purposes of executing its responsibilities and to the extent set forth in this Agreement, the PROVIDER shall be considered part of the welfare system as defined in Minnesota Statutes, section 13.46, subdivision 1. The PROVIDER'S employees and agents shall have access to private or confidential data maintained by the COUNTY to the extent necessary to carry out its responsibilities under this Agreement. The PROVIDER agrees to comply with all the requirements of the Minnesota Government Data Practices Act and HIPAA in providing services under this Agreement. The civil remedies of Minnesota Statutes, section 13.08, apply to the release of the data referred to in this Article by either the PROVIDER or COUNTY.

The PROVIDER agrees to indemnify and save and hold the COUNTY, its agents and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Minnesota Government Data Practices Act, including legal fees and disbursements paid or incurred to enforce the provision of this Agreement.

XXII SCOPE OF SERVICES: The PROVIDER shall provide all services in accordance with all applicable federal and state laws, statutes, regulations, and guidelines. These include the federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996, the Deficit Reduction Act of 2005, and Minnesota Statutes Chapter 256J. In the event that these laws, statutes, regulations or guidelines are amended at any time during the Term of Agreement, or any extensions or renewals, the PROVIDER shall comply with such amended laws, statutes, regulations, or guidelines.

The PROVIDER is responsible for all technical assistance necessary to maintain all software and hardware used to provide the purchased services under this Agreement, including virus protection and firewalls.

The PROVIDER will designate one staff as an Employment Services security liaison who will coordinate with the COUNTY MAXIS security liaison to request approval or termination of inquiry access to the MAXIS system ("MAXIS").

The PROVIDER will designate up to two staff in each service location as Data Specialists that will have inquiry access to MAXIS.

The PROVIDER will ensure all staff with inquiry access to MAXIS complete annual HIPAA training, and any other necessary training identified by the COUNTY.

Information Privacy and Security.

Information Covered by this Provision. In carrying out its duties, the PROVIDER will be handling one or more types of private information, collectively referred to as "protected information," concerning individual DHS clients. "Protected information," for purposes of this Agreement, may include any or all of the following:

- Private data (as defined in Minnesota Statutes § 13.02, subd. 12), confidential data (as defined in Minn. Stat. § 13.02, subd. 3), welfare data (as governed by Minn. Stat. § 13.46), medical data (as governed by Minn. Stat. § 13.384), and other non-public data governed by other sections in the Minnesota Government Data Practices Act (MGDPA), Minn. Stats. Chapter 13;
- Health records (as governed by the Minnesota Health Records Act [Minn. Stat. §§ 144.291-144.298]);

- Chemical health records (as governed by 42 U.S.C. § 290dd-2 and 42 C.F.R. § 2.1 to § 2.67);
- Protected health information ("PHI") (as defined in and governed by the Health Insurance Portability Accountability Act ["HIPAA"], 45 C.F.R. § 160.103);
- Electronic Health Records (as governed by Health Information Technology for Economic and Clinical Health Act (HITECH), 42 USC 201 note, 42 USC 17921(5)); and
- Other data subject to applicable state and federal statutes, rules, and regulations affecting the collection, storage, use, or dissemination of private or confidential information.

Duties Relating to Protection of Information.

- (a) Duty to ensure proper handling of information. The PROVIDER shall be responsible for ensuring proper handling and safeguarding by its employees, subcontractors, and authorized agents of protected information collected, created, used, maintained, or disclosed on behalf of DHS. This responsibility includes ensuring that employees and agents comply with and are properly trained regarding, as applicable, the laws listed above in paragraph X.X.I.I.
- (b) Minimum necessary access to information. The PROVIDER shall comply with the "minimum necessary" access and disclosure rule set forth in the HIPAA and the MGDPA. The collection, creation, use, maintenance, and disclosure of protected information shall be limited to "that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government." See, respectively, 45 C.F.R. §§ 164.502(b) and 164.514(d), and Minn. Stat. § 13.05 subd. 3.
- (c) Information Requests. Unless provided for otherwise in this Agreement, if the PROVIDER receives a request to release the information referred to in this Clause, the PROVIDER must immediately notify DHS. DHS will give the PROVIDER instructions concerning the release of the data to the requesting party before the data is released.

Use of Information. The PROVIDER shall:

- Not use or further disclose protected information created, collected, received, stored, used, maintained, or disseminated in the course or performance of this Agreement other than as permitted or required by this Agreement or as required by law, either during the period of this Agreement or hereafter.
 - Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the protected information by its employees, subcontractors and agents other than as provided for by this Agreement. This includes, but is not limited to, having implemented administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic protected health information at rest and in transit that it creates, receives, maintains, or transmits on behalf of DHS.
- (a) Report to DHS any privacy or security incident regarding the information of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410. For purposes of this Agreement, "Security incident" means the attempted or successful unauthorized access, use, disclosure, modification,

or destruction of information or interference with system operations in an information system. "Privacy incident" means violation of the Minnesota Government Data Practices Act (MGDPA) and/or the HIPAA Privacy Rule (45 C.F.R. Part 164, Subpart E), including, but not limited to, improper and/or unauthorized use or disclosure of protected information, and incidents in which the confidentiality of the information maintained by it has been breached. This report must be in writing and sent to DHS not more than 7 days after learning of such non-permitted use or disclosure. Such a report will at least: (1) Identify the nature of the non-permitted use or disclosure; (2) Identify the PHI used or disclosed; (3) Identify who made the non-permitted use or disclosure and who received the non-permitted or violating disclosure; (4) Identify what corrective action was taken or will be taken to prevent further non-permitted uses or disclosures; (5) Identify what was done or will be done to mitigate any deleterious effect of the non-permitted use or disclosure; and (6) Provide such other information, including any written documentation, as DHS may reasonably request.

(b) Consistent with this Agreement, and in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any agents (including contractors and subcontractors), analysts, and others that create, receive, maintain, or transmit protected health information on behalf of the business associate, enter into a business associate agreement with any subcontractors to agree in writing to be bound by the same restrictions, conditions, and requirements that apply to it with respect to such information.

- Document such disclosures of PHI and information related to such disclosures as would be required for DHS to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
- Mitigate, to the extent practicable, any harmful effects known to it of a use, disclosure, or breach of security with respect to protected information by it in violation of this Agreement.
- In accordance with HIPAA, upon obtaining knowledge of a breach or violation by a subcontractor, take appropriate steps to cure the breach or end the violation, and if such steps are unsuccessful, terminate the agreement.
- Not use or disclose PHI in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by DHS.

Additional Business Associate Duties. To the extent the PROVIDER handles PHI in order to provide health care-related administrative services on behalf of DHS and is a "Business Associate" of DHS as defined by HIPAA, the PROVIDER further agrees to:

- (a) Make available PHI in accordance with 45 C.F.R. § 164.524.
- (b) Make available PHI for amendment and incorporate any amendments to PHI in accordance with 45 C.F.R. § 164.526.
- (c) Comply with the limited disclosure rules set forth in the HITECH Act, HIPAA, and the MGDPA. To the extent possible, disclosures should be in a limited data set, which is largely information with the patients' identifying information removed, "to the extent practicable." Pertinent identifiers include, name and social security number; street address, e-mail address, telephone and fax numbers; certificate/license numbers; vehicle identifiers and serial numbers; URLs and IP addresses; full face photos and

any other comparable images; or medical record numbers, health plan beneficiary numbers, and other account numbers. If a limited data set is not feasible, or does not meet the use or disclosure, minimum necessary should be applied. The collection, creation, use, maintenance, and disclosure of protected information shall be limited to "that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government." See, respectively, 45 C.F.R. §§ 164.514, 45 C.F.R. §§ 164.502(b) and 164.514(d), and Minn. Stat. § 13.05 subd. 3.

- (d) Make its internal practices, books, records, policies, procedures, and documentation relating to the use, disclosure, and/or security of PHI available to DHS and/or the Secretary of the United States Department of Health and Human Services (HHS) for purposes of determining compliance with the Privacy Rule and Security Standards, subject to attorney-client and other applicable legal privileges.
- (e) Comply with any and all other applicable provisions of the HIPAA Privacy Rule, Administrative, and Security Standards, including future amendments thereto. Develop written policies and procedures for safeguarding and securing PHI and complying with HIPAA and the HITECH Act, and other privacy laws. Designate a privacy official to be responsible for the development and implementation of its policies and procedures as required by 45 C.F.R. Part 164, Subpart E.
- (f) To the extent the PROVIDER is to carry out one or more of DHS' obligation(s) under Subpart E of 45 C.F.R. Part 164, comply with the requirements of Subpart E that apply to DHS in the performance of such obligation(s).

DHS Use of Information. DHS shall:

- (a) Only release information which it is authorized by law or regulation to share with the PROVIDER.
- (b) Obtain any required consents, authorizations, or other permissions that may be necessary for it to share information with the PROVIDER.
- (c) Notify the PROVIDER of limitations, restrictions, changes, or revocation of permission by an individual to use or disclose protected information, to the extent that such limitations, restrictions, changes or revocation may affect the PROVIDER's use or disclosure of protected information.
- (d) Not request the PROVIDER to use or disclose protected information in any manner that would not be permitted under law if done by DHS.

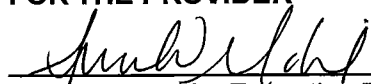
Disposition of Data upon Completion, Expiration, or Agreement Termination. Upon completion, expiration, or termination of this Agreement, the PROVIDER will return to DHS or destroy all protected information received or created on behalf of DHS for purposes associated with this Agreement. A written certification of destruction or return to Authorized Representative listed in 5.1 is required. The PROVIDER will retain no copies of such protected information, provided that if both parties agree that such return or destruction is not feasible, or if the PROVIDER is required by the applicable regulation, rule or statutory retention schedule to retain beyond the life of this Agreement, the PROVIDER will extend the protections of this Agreement to the protected information and refrain from further use or disclosure of such information, except for those purposes that make return or destruction infeasible, for as long as the PROVIDER maintains the information. Additional information

for destruction and handling is available in the DHS Information Security Policy, Policy numbers 3.7, and 2.19, found at <http://edocs.dhs.state.mn.us/lfserver/Legacy/DHS-4683-ENG>.

Sanctions. In addition to acknowledging and accepting the terms set forth in VII. "Liability", relating to liability, the parties acknowledge that violation of the laws and protections described above could result in limitations being placed on future access to protected information, in investigation and imposition of sanctions by the U.S. Department of Health and Human Services, Office for Civil Rights, and/or in civil and criminal penalties.

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

FOR THE PROVIDER

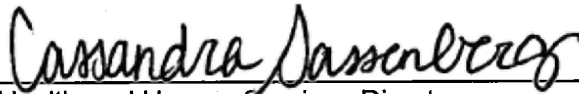

Amanda Mackie, Executive Director
Minnesota Valley Action Council, Inc. 10/15/24
Date


Heather Gleason, Executive Director
South Central WorkForce Council 10/15/2024
Date

FOR THE COUNTY

By _____
County Board

Date _____

By 
Health and Human Services Director

Date 11/05/2024 _____

Approved as to Legality, Form and Execution:

By _____
County Attorney

Date _____

EXHIBIT A **CONDITIONS**

The following represents the general operating guidelines for this Agreement. These guidelines will be reviewed throughout the Agreement period and adjusted as deemed necessary by joint agreement of the COUNTY and the PROVIDER.

1. Primary Service Provider(s): Minnesota Valley Action Council, Inc.
2. Contracting: The COUNTY will have one contract with Minnesota Valley Action Council (MVAC), fiscal agent for the South Central WorkForce Council. The South Central WorkForce Council and Minnesota Valley Action Council may sub-contract with additional providers for specific services as needed and as agreed upon in consultation with the COUNTY.
3. Administrative Responsibilities: The SC WorkForce Council will be responsible for contracting, fiscal and program monitoring, reports and oversight of service delivery to ensure compliance and performance. Minnesota Valley Action Council (Grant Recipient) will provide Fiscal and MIS services including processing client support service invoices, provider invoices, work experience payroll, invoicing COUNTY, fiscal reports and managing the area's Workforce One system including training, technical assistance and entry of support service payments.

Additional administration includes PROVIDER supervisor time related to the supervision and management of PROVIDER staff. The PROVIDER is also responsible for communication/coordination with the COUNTY, managing budgets at the program level and providing monthly expenditure and service reports.

4. Location of Services: Primarily, services will be delivered at the Minnesota Valley Action Council Nicollet County office. Services may be provided at additional locations as agreed upon between the PROVIDER and the COUNTY.
5. Services: All services will be delivered/implemented in accordance with the COUNTY Consolidated Plan (biennial service agreement), which is made a part of this Agreement by reference. The day to day management of the program and methods used to deliver services will be jointly agreed to by the COUNTY and the PROVIDER. In addition, the PROVIDER is accountable for all applicable COUNTY plans and all rules and regulations issued by the MN Department of Human Services (DHS), including all current and any future bulletins issued by DHS during the term of this Agreement and related to the delivery and proper implementation of program services. This includes, but is not limited to:
 - COUNTY Consolidated Plan and updates
 - DHS MFIP Employment Services Manual and updates
 - DHS/DEED SNAP E&T Manual and updates

The Primary Service Provider will be responsible for adequate staffing to deliver a comprehensive set of employment services designed to successfully assist program participants to transition from welfare to work. This may include, but is not limited to: orientation, assessment, development of employment plan, case management, job readiness classes, job search assistance, work experience, training and education services, support services, referrals and follow-up.

6. Funding: Funding will be for the period and amount identified on the Notice of Funds Available. Expenditures will not exceed funds available and will be within budget by line item as attached to the Notice of Funds Available. Any changes to the budget by line item must be approved by the COUNTY.

NOTICE OF FUNDS AVAILABLE 2025

COUNTY:

Nicollet County Health and Human Services
622 South Front Street
St. Peter, MN 56082-2106

Grant Agreement: CY 2025 Nicollet County

PROVIDER: Minnesota Valley Action Council, Inc.
706 N. Victory Drive
Mankato, MN 56001

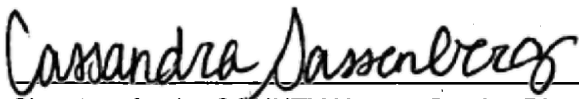
Funding Summary

Title	Terms of Funds	CFDA #	Attachment(s)	Prior Level	Change	New Level
MFIP/DWP	01/01/25 - 12/31/25	93.558	Budget	\$0	\$328,909	\$328,909
TOTAL				\$0	\$328,909	\$328,909

DATED: _____

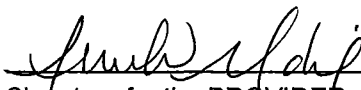
Signature for the COUNTY BOARD

DATED: 11/05/2024



Signature for the COUNTY Human Service Director

DATED: 10/15/24



Signature for the PROVIDER -MN Valley Action Council

DATED: October 15, 2024



Signature for the South Central WorkForce Council

MFIP/DWP BUDGET

Grant Agreement #: CY 2025 Nicollet County

PROVIDER: MN Valley Action Council

PERIOD FUNDS AVAILABLE: January 1, 2025 to December 31, 2025

TOTAL FUNDS AVAILABLE: \$328,909

Total MFIP/DWP Administration: \$ 27,304

\$2,730 South Central WorkForce Council

\$10,922 Minnesota Valley Action Council –Fiscal and MIS Services

\$13,652 Minnesota Valley Action Council –Employment Services

Total MFIP/DWP Program: \$ 301,605

\$260,105	Direct Program: The direct costs of providing counseling, job search, job placement, job retention, program overview, interpreter costs and any other direct expenses including wages, benefits, staff travel, office, telephone, durable and non-durable supplies. Direct Program Client Services also includes supplies, materials, field trips, and other MFIP/DWP direct program client service supplies.
\$ 41,500	Client Support Services: Includes costs of employment-related expenses such as work tools, uniforms, safety shoes, trade licenses, interview clothing; transportation expenses including bus passes, cab fares, mileage, bus tickets, allocated expenses of a van pool or bus, auto purchase or lease, insurance, and repairs; client education, housing, child care and other work related expenses, including work experience.

Nicollet County Board of Commissioners

Board Meeting Agenda Item



Agenda Item: Master Grant Agreement for Community Health Board		
Primary Originating Division/Dept.: Health and Human Services Contact: Cassandra Sassenberg Title: HHS Director Amount of Time Requested: 5 minutes Presenter: Cassandra Sassenberg Title: HHS Director	Meeting Date: 11/12/2024 Item Type: Regular Agenda (Select One)	
Attachments: ☒ Yes ☐ No		
County Strategy: Programs and Services - deliver value-added quality services (Select One)		
BACKGROUND/JUSTIFICATION: In October of 2023, the Brown-Nicollet Community Health Board acted to dissolve and provide notice of one calendar year to the Minnesota Department of Health. On August 27, 2024, Nicollet County's Board of Commissioners passed a resolution to form Nicollet County's Community Health Board, effective January 01, 2025. The attached master grant agreement is between the Minnesota Department of Health and the Nicollet County Community Health Board. The grant agreement is effective January 01, 2025, until December 31, 2029. The Master Grant Agreement is the next step in the Community Health Board formation process, which is needed to begin executing a series of public health grants and an environmental health delegation agreement.		
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 2025-2029 Master Contract Agreement. Signature by the Health and Human Services Director, Chair of the Board of Commissioners, and the County Attorney will be completed via DocuSign, if approved.		
FISCAL IMPACT: Included in current budget (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:	



Master Grant Agreement for Community Health Boards

THIS MASTER GRANT AGREEMENT, and amendments and supplements thereto, is between the State of Minnesota, acting through its Minnesota Department of Health ("MDH") and Nicollet County Community Health Board (do not use for grants starting before 1/1/25) ("Grantee"), an independent organization, not an employee of the State of Minnesota, address: 622 S Front St., St. Peter, MN 56082. Master Grant Agreement Number: 12-700-00116.

RECITALS

1. Under Minnesota Statutes [§ 144.05](#) and [§ 144.0742](#), MDH is empowered to enter into a contractual agreement for the provision of statutorily prescribed public health services;
2. MDH and Grantee anticipate entering into project agreements with respect to one or more individual grant projects.
3. MDH and Grantee wish to streamline the project agreements for individual grant projects by incorporating by reference the provisions of this Master Grant Agreement.

NOW, THEREFORE, it is agreed:

1. TIME

1.1. Effective Date. This Master Grant Agreement shall be effective on January 1, 2025, or the date MDH obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later. **Grantee must not begin work until MDH's Authorized Representative has notified Grantee that work may commence.**

1.2 Expiration Date. December 31, 2029. MDH will enter into project agreements with Grantee for individual grant programs and responsibilities within this aforementioned time frame. The expiration of this master grant agreement is not subject to appeal.

1.3 Survival of Terms. The following clauses survive the expiration or cancellation of this master grant agreement: Liability, Financial Examinations, Government Data Practices and Tax Compliance Verification, Ownership of Materials and Intellectual Property Rights, and Governing Law, Jurisdiction and Venue.

1.4 Conflict of Terminology: If any term, condition, or provision of this Master Grant Agreement is contradictory to or in conflict with any similar term, condition, or provision of a project grant agreement, then the term, condition, or provision of the project grant agreement shall take precedent and control.

2. **GRANT REQUIREMENTS.** Requirements of receiving grant funds may include but are not limited to: financial reconciliations of payments to Grantee, site visits of Grantee, programmatic monitoring of work performed by Grantee and program evaluation. Grantee will not be paid for work that MDH deems unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation.

3. **TRAVEL EXPENSES.** Grantee will be reimbursed for mileage at the current IRS rate in effect at the time the travel occurred; meals and lodging expenses will be reimbursed in the same manner and in no greater amount than provided in the current "[Commissioner's Plan](#)" promulgated by the Commissioner of Minnesota Management and Budget ("MMB"); or, at the Grantee's established rate (for all travel related

costs), whichever is lower, at the time travel occurred. Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless Grantee has received MDH's prior written approval for out-of-state travel. Minnesota will be considered the home state for determining whether travel is out-of-state.

- 4. CONTRACTING AND BIDDING REQUIREMENTS.** A grantee that is a municipality, as defined in [Minn. Stat. § 471.345](#), subd. 1, is subject to the contracting requirements set forth under [Minn. Stat. § 471.345](#). Projects that involve construction work are subject to the applicable prevailing wage laws, including those under [Minn. Stat. § 177.41](#), et. seq.

5. TERMINATION

5.1 Termination by MDH or Grantee. MDH or Grantee may terminate this Master Grant Agreement at any time, with or without cause, upon 21 calendar days written notice (i.e., by mail, email, or both) to the other party.

5.2 Termination for Cause. MDH may immediately terminate this Master Grant Agreement if MDH finds there has been a failure to comply with the provisions of the Master Grant Agreement. MDH may take action to protect the interest of the State of Minnesota.

5.3 Effect of Termination. If either Grantee or MDH exercises its respective right to terminate this Master Grant Agreement, with or without cause, or if this Master Grant Agreement is otherwise terminated, any individual project grant agreement which incorporates the terms and conditions of this Master Grant Agreement shall also be terminated as of the date Master Grant Agreement terminates.

6. ASSIGNMENT, AMENDMENTS, WAIVER, AND MASTER GRANT AGREEMENT COMPLETE

6.1 Assignment. Grantee shall neither assign nor transfer any rights or obligations under this Master Grant Agreement.

6.2 Amendment. If there are any amendments to this Master Grant Agreement, they must be in writing. Amendments will not be effective until they have been executed and approved by MDH and Grantee.

6.3 Waiver. If MDH fails to enforce any provision of this Master Grant Agreement, that failure does not waive the provision or MDH's right to enforce it.

6.4 Master Grant Agreement Complete. This Master Grant Agreement, and any incorporated exhibits, contains all the negotiations and agreements between MDH and Grantee. No other understanding regarding this Master Grant Agreement, whether written or oral, may be used to bind either party.

- 7. LIABILITY.** Each party shall be responsible for its own acts and behaviors and the results thereof. The liability of Grantee is governed by [Minn. Stat. ch. 466](#) and other applicable laws. The Minnesota Tort Claims Act, [Minn. Stat. § 3.736](#), and other applicable laws govern MDH'S liability.

- 8. FINANCIAL EXAMINATIONS.** The relevant books, records, documents, and accounting procedures and practices of Grantee and any entity with which Grantee has engaged in carrying out the purpose of individual grant project agreements are subject to examination under [Minn. Stat. § 16B.98](#), subd. 8. Examinations may be conducted by MDH, the Minnesota Commissioner of Administration, and the Minnesota State Auditor, or and the Minnesota Legislative Auditor, as appropriate, for a minimum of six years from the end of the individual grant project agreements, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

9. GOVERNMENT DATA PRACTICES AND DATA SHARING

9.1 Government Data Practices. Grantee, and any other entity that the Grantee has contracted with to fulfill the purpose of this Master Grant Agreement, must comply with the Minnesota Government Data Practices Act, [Minn. Stat. ch. 13](#), as it applies to all data provided by MDH under individual grant project agreements, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Grantee under this grant agreement pursuant to [Minn. Stat. § 13.05](#), subd. 11(a). The civil remedies of [Minn. Stat. § 13.08](#) apply to the release of the data referred to in this clause by either Grantee or MDH. If Grantee receives a request to release the data referred to in this clause, Grantee must immediately notify MDH. MDH will give Grantee instructions concerning the release of the data to the requesting party before any data is released. Grantee's response to the request must comply with the applicable law.

9.2 Data Sharing. Grantee agrees to abide by the requirements set out in Exhibit A, "Data Sharing Agreement," and its Attachment A, "Data Elements and Specifications," which is attached and incorporated into this master grant agreement and may be amended in writing from time to time by the mutual assent of the parties.

- 10. TAX COMPLIANCE VERIFICATION.** Pursuant to [Minn. Stat. § 270C.65](#), subd. 3, and all other applicable laws, Grantee consents to disclosure of its Social Security Number (SSN), Individual Tax Identification Number (ITIN), Employer Identification Number (EIN), and Minnesota Tax Identification Number (TIN), all of which have already been provided to MDH, federal and state tax agencies, and state personnel involved in the payment of state obligations. As may be applicable, 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 tax returns and pay delinquent tax liabilities, if any, or pay other state liabilities.

11. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS

11.1 Ownership of Materials. "Materials" is defined as any inventions, reports, studies, designs, drawings, specifications, notes, documents, software, computer-based training modules, and other recorded materials in whatever form. Grantee shall own all rights, title, and interest in all of the materials conceived, created, or otherwise arising out of the performance of individual grant agreements by it, its employees, or subgrantees, either individually or jointly with others.

Grantee hereby grants to MDH a perpetual, irrevocable, no-fee license and right to reproduce, modify, distribute, perform, make, have made, and otherwise use the Materials for any and all purposes, in all forms and manners that MDH, in its sole discretion, deems appropriate. Grantee shall, upon the request of MDH, execute all papers and perform all other acts necessary to document and secure this right and license to the Materials by MDH. At the request of MDH, Grantee shall permit MDH to inspect the original Materials and provide a copy of any of the Materials to MDH, without cost, for use by MDH in any manner MDH, in its sole discretion, deems appropriate.

11.2 Intellectual Property Rights. Grantee represents and warrants that Materials produced or used under individual grant project agreements do not and will not infringe upon any intellectual property rights of another including but not limited to patents, copyrights, trade secrets, trade names, and service marks and names. Grantee shall indemnify and defend MDH, at Grantee's expense, from any action or claim brought against MDH to the extent that it is based on a claim that all or parts of the materials infringe upon the intellectual property rights of another. Grantee shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages including, but not limited to, reasonable attorney fees arising out of individual grant project agreements, amendments and supplements thereto, which are attributable to such claims or actions. If such a claim or action arises or in Grantee's or MDH's opinion is likely to arise, Grantee shall at MDH's discretion either procure for MDH the

right or license to continue using the materials at issue or replace or modify the allegedly infringing materials. This remedy shall be in addition to and shall not be exclusive of other remedies provided by law.

12. WORKERS' COMPENSATION. Grantee certifies that it is in compliance with [Minn. Stat. § 176.181](#), subd. 2, which pertains to workers' compensation insurance coverage. Grantee's employees and agents, and any contractor hired by Grantee to perform the work required by individual grant project agreements and its employees, 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 MDH's obligation or responsibility.

13. GOVERNING LAW, JURISDICTION, AND VENUE. This Master Grant Agreement and individual grant project agreements, amendments and supplements shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this Master Grant Agreement or individual grant project agreements, or for breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14. CLERICAL ERROR. Notwithstanding Clause "Assignment, Amendments, Waiver, and Grant Agreement Complete" of Master Grant Agreement, MDH reserves the right to unilaterally fix clerical errors, defined as misspellings, minor grammatical or typographical mistakes or omissions, that do not have a substantive impact on the terms of the Master Grant Agreement without executing an amendment. MDH must inform Grantee of clerical errors that have been fixed pursuant to this paragraph within a reasonable period of time.

15. LOBBYING

15.1 Grantee must ensure that individual grant project agreement funds are not used for lobbying, which includes paying or compensating any person for influencing or attempting to influence legislators or other public officials on behalf or against proposed legislation, in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

15.2 In accordance with the provisions of [31 USC § 1352](#), if Grantee uses any funds other than federal funds from MDH to conduct any of the aforementioned activities, Grantee must complete and submit to MDH the disclosure form specified by MDH. Further, Grantee must include the language of this section in all contracts and subcontracts, and all contractors and subcontractors must comply accordingly.

15.3 Providing education about the importance of policies as a public health strategy, however, is allowed. Education includes providing facts, assessment of data, reports, program descriptions, and information about budget issues and population impacts, but stopping short of making a recommendation on a specific piece of legislation. Education may be provided to legislators, public policy makers, other decision makers, specific stakeholders, and the general community.

15.4 By signing this Master Grant Agreement, Grantee certifies that it will not use any funds received from MDH to employ, contract with, or otherwise coordinate the efforts of a lobbyist, as defined in [Minn. Stat. § 10A.01](#), subd. 21. This requirement also applies to any subcontractors or subgrantees that Grantee may engage for any activities pertinent to individual grant project agreements.

16. VOTER REGISTRATION REQUIREMENT

Grantee will comply with [Minn. Stat. § 201.162](#) by providing voter registration services for its employees and for the public served by Grantee.

17. OTHER PROVISIONS

17.1 Debarment, Suspension and Responsibility Certification

Federal Regulation [45 CFR 92.35](#) prohibits MDH from purchasing goods or services with federal money from parties who have been suspended or debarred by the federal government. Similarly, [Minn. Stat. §§ 16C.03](#), subd. 2, and [16B.97](#), subd. 3, provides the Commissioner of Administration with the authority to debar and suspend any party that seeks to contract with MDH.

Anyone may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner. In particular, the federal government expects MDH to have a process in place for determining whether a vendor has been suspended or debarred, and to prevent such vendors from receiving federal funds.

By signing this Master Grant Agreement, Grantee certifies that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local government department or agency;
2. Have not within a three-year period preceding this grant agreement: a) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract; b) violated any federal or state antitrust statutes; or c) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity for: a) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction; b) violating any federal or state antitrust statutes; or c) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
4. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this grant agreement are in violation of any of the certifications set forth above.

17.2 Audit Requirements

17.2.1 If the Grantee expends total federal assistance of \$1,000,000 or more per year, the Grantee agrees to: a) obtain either a single audit or a program-specific audit made for the fiscal year in accordance with the terms of the Single Audit Act of 1984, as amended ([31 U.S. Code Chapter 75](#)) and [2 CFR § 200](#); and, b) to comply with the Single Audit Act of 1984, as amended ([31 U.S. Code Chapter 75](#)) and [2 CFR § 200](#).

Audits shall be made annually unless the Grantee is a state or local government that has, by January 1, 1987, a constitutional or statutory requirement for less frequent audits. For those governments, the federal cognizant agency shall permit biennial audits, covering both years, if the government so requests. It shall also honor requests for biennial audits by state or local governments that have an administrative policy calling for audits less frequent than annual, but only audits prior to 1987 or administrative policies in place prior to January 1, 1987.

17.2.2 The audit shall be made by an independent auditor. An independent auditor is a state or local government auditor or a public accountant who meets the independence standards specified in the General Accounting Office's "Standards for Audit of Governmental Organizations, Programs, Activities, and Functions."

17.2.3 The audit report shall state that the audit was performed in accordance with the provisions of [2 CFR § 200](#).

The reporting requirements for audit reports shall be in accordance with the American Institute of Certified Public Accountants' (AICPA) audit guide, "Audits of State and Local Governmental Units," issued in 1986. The Federal Government has approved the use of the audit guide.

In addition to the audit report, the Grantee shall provide comments on the findings and recommendations in the report, including a plan for corrective action taken or planned and comments on the status of corrective action taken on prior findings. If corrective action is not necessary, a statement describing the reason it is not should accompany the audit report.

17.2.4 The Grantee agrees that the grantor, the Legislative Auditor, the State Auditor, and any independent auditor designated by the grantor shall have such access to Grantee's records and financial statements as may be necessary for the grantor to comply with the Single Audit Act Amendments of 1984, as amended ([31 U.S. Code Chapter 75](#)) and [2 CFR § 200](#).

17.2.5 Grantees of federal financial assistance from subrecipients are also required to comply with the Single Audit Act Amendments of 1984, as amended ([31 U.S. Code Chapter 75](#)) and [2 CFR § 200](#).

17.2.6 The Statement of Expenditures form can be used for the schedule of federal assistance.

17.2.7 The Grantee agrees to retain documentation to support the schedule of federal assistance for at least four years.

17.2.8 Grantee agrees to file required audit reports within nine months of Grantee's fiscal year end. Recipients of more than \$1,000,000 in federal funds are required under [2 CFR § 200](#) to submit one copy of the audit report within 30 days after issuance to the Federal Audit Clearinghouse at the following address: www.fac.gov.

17.3 Drug Free Workplace. Grantee agrees to comply with the Drug-Free Workplace Act of 1988, as implemented at [34 CFR Part 85, Subpart F](#).

17.4 Equal Employment Opportunity. Grantee agrees to comply with the Executive Order 11246 "Equal Employment Opportunity" as amended by Executive Order 11375 and supplemented by regulations at [41 CFR Part 60](#).

17.5 Cost Principles. Grantee agrees to comply with the provisions of [2 CFR § 200](#), commonly referred to as the Uniform Guidance, regarding cost principles for administration of individual grant project agreements.

17.6 Rights to Inventions – Experimental, Developmental or Research Work. Grantee agrees to comply with [37 CFR, Part 401](#), "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements" and any implementing regulations issued by the awarding agency.

17.7 Clean Air Act. Grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act as amended (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

17.8 No Conflict of Interest. Grantee will notify MDH when they become aware of any actual, potential, or perceived conflicts of interest as it related to this Master Grant Agreement or individual grant project agreements.

17.9 Telecommunications Certification. By signing this Master Grant Agreement, Grantee certifies that, consistent with [2 CFR § 200.216](#), and Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, [Pub. L. 115-232](#) (Aug. 13, 2018), Grantee will not use any funding covered by

individual grant project agreements to procure, obtain, or to extend or renew a contract to procure or obtain “covered telecommunications equipment or services” (as defined in Section 889 of the Act). Grantee will include this certification as a flow down clause in any contracts related to individual grant project agreements.

18. MANDATORY DISCLOSURES

An applicant, recipient, or subrecipient of funding under an individual grant project agreement must promptly disclose whenever, in connection with the individual grant project agreement (including any activities or subawards thereunder), it has credible evidence of the commission of a violation of criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code or [Minnesota Statutes, chapter 609](#), or a violation of the civil False Claims Act ([31 U.S.C. 3729–3733](#)) or [Minn. Stat. § 609.465](#) (prohibiting the presentation of false claims to a public officer or body). The disclosure must be made in writing to the Federal agency (if applicable), the Federal agency’s Office of Inspector General (if applicable), and MDH. Applicants, recipients, and subrecipients are also required to report matters related to recipient integrity and performance in accordance with [Appendix XII of 2 CFR § 200](#). Failure to make required disclosures can result in any of the remedies described in [2 CFR § 200.339](#). (See also [2 CFR part 180](#), [31 U.S.C. 3321](#), and [41 U.S.C. 2313](#).)

19. WHISTLEBLOWER PROTECTIONS

An employee of a recipient or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a representative of MDH or a person or body described in [paragraph \(a\)\(2\) of 41 U.S.C. 4712](#) information that the employee reasonably believes is evidence of gross mismanagement of a Federal or state contract or grant, a gross waste of Federal or state funds, an abuse of authority relating to a Federal or state contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal or state contract (including the competition for or negotiation of a contract) or grant. The recipient and subrecipient must inform their employees in writing of employee whistleblower rights and protections under [41 U.S.C. 4712](#) and [Minn. Stat. §§ 15C.145](#) and [181.932](#)-.935. See statutory requirements for whistleblower protections at [10 U.S.C. 4701](#), [41 U.S.C. 4712](#), [41 U.S.C. 4304](#), and [10 U.S.C. 4310](#).

20. AUTHORIZED REPRESENTATIVES

20.1 MDH’s Authorized Representative. The MDH’S Authorized Representative for purposes of administering this Master Grant Agreement is DeeAnn Finley, Planning Director State, Community Health Division, PO Box 64975, St. Paul, MN 55164, (651) 201-4551, deeann.finley@state.mn.us or their successor.

20.2 Grantee’s Authorized Representative. Grantee’s Authorized Representative is Cassandra Sassenberg, CHS Administrator, 622 S Front St., St. Peter, MN 56082, 507-934-8573, Cassandra.sassenberg@co.nicollet.mn.us, or their successor. Grantee’s Authorized Representative has full authority to represent Grantee in fulfillment of the terms, conditions, and requirements of this Master Grant Agreement. If Grantee selects a new Authorized Representative, Grantee must immediately notify MDH’s Authorized Representative in writing (i.e., email, mail).

IN WITNESS WHEREOF, the parties have caused this master grant agreement to be duly executed intending to be bound thereby.

APPROVED:

1. GRANTEE:

GRANTEE certifies that the appropriate person(s) have executed this Master Grant Agreement on behalf of the Grantee as required by applicable articles, by-laws, resolutions, or ordinances.

By (authorized signature)
Title: Health and Human Services Director
Date:

By (authorized signature)
Title:
Date:

By (authorized signature)
Title:
Date:

By (authorized signature)
Title:
Date:

2. STATE AGENCY:

Master Grant Agreement approval as required by Minnesota Statutes §§16A.15 and 16C.05.

By (authorized signature)
Title:
Date:



Exhibit A

COMMUNITY HEALTH BOARD DATA SHARING AGREEMENT

This Data Sharing Agreement is between the Minnesota Department of Health (“MDH”) and Nicollet County Community Health Board, referred to hereinafter as the “Grantee.” This data sharing agreement **is limited to the data described in this agreement.**

Description of data

The MDH will provide preliminary vital event data in a weekly (or at an agreed upon statewide frequency) birth data file to Grantee that includes data from vital records for in-state vital events. Upon request, the MDH will provide preliminary vital event data in birth, and death data files to Grantee that include data from Minnesota vital records or out-of-state vital events for Minnesota residents or both. The files contain public data, confidential data, private health data, and data from out-of-state birth and death records.

On an annual basis, upon request, the MDH will release final birth and death data files to Grantee that include data from vital records for both-in-state vital events and out-of-state vital events for Minnesota residents and occurrences. These files contain public data, confidential data, private health data, and data for out-of-state birth and death records.

Data available for out-of-state births and deaths to Minnesota residents is limited to the data elements shared by the sending jurisdiction. The MDH will provide data from out-of-state birth and death records to Grantee to the extent that the data is available.

Minnesota Statutes, sections 144.215 and 144.221, authorize MDH to collect information on birth and death events occurring within Minnesota. Pursuant to Minnesota Statutes, section 144.225, certain birth record data is not public and death record data is public.

Minnesota Statutes, Section 144.225 authorizes MDH to disclose nonpublic data from Minnesota birth records, including the name and address of a mother and the child's date of birth to the county social services, tribal health department, or public health member of a family services collaborative for purposes of providing services under a family services or community based collaborative (as defined by Minnesota Statutes Section 124D.23); and health data associated with birth registration which identifies a mother or child at high risk for serious disease, disability, or developmental delay to assure access to appropriate health, social, or educational services to a tribal health department or community health board (as defined in section 145A.02, subdivision 5).

The MDH receives out-of-state birth and death record data on Minnesota residents pursuant to the National Association for Public Health Statistics and Information Systems (NAPHSIS) Inter-Jurisdictional Data Exchange (IJE) Agreement for 2021-2025 and other future agreements to follow. The IJE classifies individually identifiable data as confidential and authorizes data sharing with local public health agencies for certain purposes. Before any data sharing occurs, MDH and

local agencies must enter into a written agreement with specific terms and restrictions on data handling, storage, and use.

Upon execution of this agreement, MDH shall provide Grantee with the weekly birth and death data for the years 2025-2029. In addition, MDH shall provide Grantee with the 2025-2028 final data sets annually. MDH shall provide Grantee with all data sets, as outlined in **Attachment A**.

The MDH shall fulfill customized data requests as needed, providing reports that will contain a de-identified dataset. If further analyses are needed, the requester and MDH shall meet to discuss feasibility and scope. The MDH shall proceed with providing the information if both parties reach an agreement. Customized data requests can be made to:

HEALTH.HealthStats@state.mn.us.

Data not included

This agreement only pertains to data described in Attachment A of this exhibit. It does not include:

- Fetal Death Record data for Minnesota and out-of-state fetal death events.
- Data from records of marriage and/or divorce.
- Data from records of induced termination of pregnancy (ITOP).
- Data from the Minnesota Father's Adoption Registry.
- Data from out-of-state birth and death records that is not part of a Minnesota vital record dataset for the same event.

At this time, any data from MDH not referenced in Attachment A is outside the scope of this agreement.

Use of data

CHBs have a need to enhance their capacity to support data, epidemiology assessment and planning efforts. Additionally, CHBs/LHDs need access to vital records birth and death data (excluding fetal death) to address the multifaceted health, developmental, educational, and family-related needs of children and youth, and provide follow-up care and services.

Areas of data support include collecting, securely storing, analyzing, summarizing data, and using data for decision-making across public health areas of responsibility. Birth and death records are vital in public health decision-making efforts and Grantee will use vital records data and vital statistics to assist in better understanding natality and mortality trends for their respective county. Examples of this work may include comprehensive analysis of key rates, life expectancy, and access to prenatal care, the development of reports and dashboard, and coaching on how to interpret vital statistics data.

Local public health agencies will use statewide data for various analyses, that may differ from the methods and purposes mentioned above, tailored to their specific needs, primarily focusing on statewide trends, and conducting linkages.

Grantee will use vital records birth data to address the multifaceted health, developmental, educational, and family-related needs of children and youth, and provide follow-up care and services. In addition, the data will support the implementation of a comprehensive planning process involving all community sectors, facilitating the identification of local needs and the evaluation of existing programs. Furthermore, it will aid in integrating service funding sources to optimize access for children and families, coordinating services to streamline procedures, prioritizing family-centered approaches, and identifying and addressing institutional barriers to service coordination.

Grantee is not conducting any health-related research activities that would require an approval by an Institutional Review Board (IRB). If Grantee wishes to conduct any health-related research activities using any data provided to Grantee by MDH pursuant to this agreement, Grantee must first get approval from MDH's Institutional Review Board (IRB).

Authorities

Data used for purposes other than the purposes described in this agreement or data not included in this agreement must first be authorized in writing by the MDH and jurisdiction of occurrence. In addition, Grantee's use of the data must comply with the Local Public Health Act (Minnesota Statutes, Chapter 145A), the Minnesota Government Data Practices Act (Minnesota Statutes, Chapter 13), the IJE agreement, and all other applicable laws, regulations, and agreements. To the extent that any data are classified as not public, as defined in Minnesota Statutes, section 13.02, subdivision 8a, MDH is authorized to share data with Grantee under this Agreement to:

- Conduct studies and investigations, collect, and analyze health and vital data, and identify and describe health problems under Minnesota Statutes, section 144.05;
- Coordinate and integrate local, state, and federal programs and services affecting the public's health under Minnesota Statutes, section 144.05;
- Continually assess and evaluate the effectiveness and efficiency of health service systems and public health programming efforts in the state, under Minnesota Statutes, section 144.05;
- Perform health research that requires access to confidential and private birth data, pursuant to Minnesota Statutes, section 144.225, subdivision 4;
- Enter into contractual agreements with any public entity for the provision of statutorily prescribed public health services under Minnesota Statutes, section 144.0742;
- Waive the fee under Minnesota Statutes, Rule 4601.0400 for a birth or death data report used for the purposes stated in this agreement.

Specific Restrictions of Use of Out-of-State Data

MDH receives out-of-state vital event data for Minnesota residents from the jurisdictions of occurrence. These birth and death data are received by MDH and designated as confidential under the NAPHSIS IJE Agreement for 2021-2025 and other future agreements to follow. Pursuant

to the IJE agreement, MDH is permitted to re-release these data to local public health agencies for the support of public health programs or for Health Research.

MDH will re-release data files received under the IJE agreement to Grantee, subject to the following terms and conditions:

- The data received can be used by Grantee for statistical analysis provided that no personally identifiable information is released by Grantee.
- The data received cannot be used by Grantee for any purpose other than Health Research unless Grantee defines specifically how that data will be used and the MDH approves of its use. Health Research, for purposes of this section, means a systematic study to gain information and understanding about health with the goal of finding ways to improve human health. Such study shall conform to or be conducted in accordance with generally accepted scientific standards or principles and be designed to develop or contribute to generalizable scientific knowledge.
- Any Health Research done by Grantee with the out-of-state data must be approved by the Minnesota Department of Health's Institutional Review Board (IRB).
- Vital event data received for Health Research is deemed confidential and personally identifiable information may not be released by Grantee. Specific procedures for responding to external data requests are described in the Government Data Practices section, below. Out-of-state data may only be shared or published (i.e., research findings) in an aggregate, de-identified form.
- The data files received by Grantee must be stored and transferred on a secure network.
- The data files received by Grantee must be destroyed according to MDH's record retention and confidential records destruction policies.
- Grantee is prohibited from releasing or re-releasing individual level out-of-state data provided by MDH. Use of out-of-state data will only be shared or published in aggregate form.
- Grantee is prohibited from doing any follow-back or follow-up investigations.
- MDH will determine and define the destination path of the files.
- Grantee must notify MDH within 24 hours of discovery of any security breach of data received under this agreement.

Method of data access or transfer

MDH will generate and transfer the birth and death data files securely using an efficient mechanism that is agreeable to both the MDH and data recipient. The transfer method and frequency is subject to change as technology advances and MDH modernizes its data exchange processes.

Data privacy and security

Storing the birth and death data file or files generated from this data on a personal computer is prohibited. The data file and files generated from this data must be stored on the Grantee's secured server to ensure data integrity and confidentiality. If there are changes to the data security protocol or a data security incident, the Grantee will report this immediately to the MDH's Institutional Review Board (IRB) and MDH.

Destruction of data

Grantee shall permanently delete record level data files but may retain any summary data generated from them or summary data provided by MDH. This shall be done within five years of receiving each record level file, including out-of-state data. Electronic and paper hard copies that contain record-level data from the original files must be permanently deleted or shredded and disposed of by a professional, licensed document disposal company. Grantee shall certify to the MDH Authorized Representative the fact and date of destruction of all record level data.

Government Data Practices

Grantee and MDH must comply with the Minnesota Government Data Practices Act and all other applicable laws and regulations as they apply to all data provided by MDH under this Agreement. The civil remedies of Minn. Stat. § 13.08, "Civil Remedies" apply to Grantee and MDH.

If Grantee receives a request to release the data provided by MDH under this Agreement, Grantee must immediately notify MDH. MDH will give Grantee instructions concerning the release of data of the requesting party before the data are released. MDH's response to the request must comply with the applicable law.

Attachment A: Data Elements and Specifications

Birth Data Elements:

Record Type: Instate/Out-of-state

State file number

Record designated as public

Date filed

Child's full name

Child's date of birth

Child's sex

Birth facility (name, id, country, state, city, address, zip code)

Place of birth type

Parents' full name (includes mother's full maiden name)

Parents' date/time of birth

Parents' age

Parents' birthplace

Parents' address

Parents' education

Parents' race/ethnicity

All geographical variables

Attendant's name, title, address

Child's medical information

- Infant transferred to facility, birth weight, gestational age, apgar score, infant breastfed, hepatitis B/immune globulin vaccine, plurality, birth order, infant alive at time of filing/disposition
- Abnormal conditions
- Congenital anomalies

Mother's medical information

- Mother transferred for maternal medical or fetal indications for delivery, WIC received, drug use, principal source of payment, cigarette use, marital status
- Risk factors
- Characteristics of labor
- Infection present/treated
- Onset of labor
- Method of delivery
- Prenatal information (includes height, weight, date of last menses)
- Prenatal obstetric procedures

- Previous pregnancy (includes live births and outcomes) information
- Maternal morbidity

Death Data Elements:

State file number

Date filed

Decedent's full name

Decedent's maiden name

Decedent's sex

Decedent's age

Decedent's date/time of death

Decedent's date of birth

Decedent's place of birth

Decedent's occupation

Decedent's industry

Decedent's residence address

Decedent's place of death (facility, country, state, city, county, zip code)

Decedent's race/ethnicity

Decedent's marital status

Decedent's education

Decedent's veteran status

Decedent's cause and manner of death

Injury information

ICD-10 and race/ethnicity codes

Tobacco contributed to death

Autopsy Results

Disposition

Medical certifier's name, license number, title, address

Spouse/parents/informants information

Funeral directors name

Funeral home information

All geographical variables

Certificate Of Completion

Envelope Id: C259ABEDA04A42E2BF22156210EBB12F

Subject: Master Grant Agreement 2025-29_Nicollet County CHB

Source Envelope:

Document Pages: 15

Certificate Pages: 2

AutoNav: Enabled

Envelope Stamping: Enabled

Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Sent

Envelope Originator:

Dee Finley

625 Robert St. N

PO Box 64975

St. Paul, MN 55164

Deeann.Finley@state.mn.us

IP Address: 156.98.136.30

Record Tracking

Status: Original

10/21/2024 1:37:33 PM

Security Appliance Status: Connected

Storage Appliance Status: Connected

Holder: Dee Finley

Deeann.Finley@state.mn.us

Pool: StateLocal

Pool: Department of Health

Location: DocuSign

Location: DocuSign

Signer EventsSignatureTimestamp

Cassandra Sassenberg

Cassandra.sassenberg@co.nicollet.mn.us

Health and Human Services Director

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Not Offered via DocuSign

Sent: 10/21/2024 3:30:19 PM

Viewed: 10/28/2024 8:18:53 AM

Terry Morrow

terry.morrow@co.nicollet.mn.us

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Not Offered via DocuSign

Delegated Signer

health.Delegated_Signature@state.mn.us

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Not Offered via DocuSign

In Person Signer EventsSignatureTimestamp

Editor Delivery EventsStatusTimestamp

Agent Delivery EventsStatusTimestamp

Intermediary Delivery EventsStatusTimestamp

Certified Delivery EventsStatusTimestamp

Carbon Copy EventsStatusTimestamp

Breanna Allen

breanna.allen@co.nicollet.mn.us

Supervisor, Public Health

Security Level: Email, Account Authentication (None)

COPIED

Sent: 10/21/2024 3:30:18 PM

Viewed: 10/22/2024 9:29:17 AM

Carbon Copy Events	Status	Timestamp
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

MDH Encumbrance
health.encumbrance@state.mn.us
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	10/21/2024 3:30:18 PM
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Payment Events	Status	Timestamps
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Nicollet County Board of Commissioners

Board Meeting Agenda Item



Agenda Item: Department of Human Services: Child and Teen Checkup Grant Contract		
Primary Originating Division/Dept.: Health and Human Services Contact: Cassandra Sassenberg Title: HHS Director Amount of Time Requested: 5 minutes Presenter: Cassandra Sassenberg Title: HHS Director	Meeting Date: 11/12/2024 Item Type: Regular Agenda (Select One)	
Attachments: ☒ Yes ☐ No		
County Strategy: Programs and Services - deliver value-added quality services (Select One)		
BACKGROUND/JUSTIFICATION: Biannually, the Department of Human Services contracts with Community Health Boards to provide grant dollars for administrative services, education, and outreach related to child and teen checkups. Grant awards are determined based on MA-eligible children in the County and local providers participating in the program. The 2025-2026 grant contract between the Department of Human Services and the Nicollet County Community Health Board reflects a 2025 budget of \$51,224.00, an increase of approximately \$5,000.00.		
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 2025-2026 Grant Contract. Signature by the Health and Human Services Director, Chair of the Board of Commissioners, and the County Attorney will be completed via DocuSign, if approved.		
FISCAL IMPACT: Included in current budget (Select One) If "Other", specify: FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease," specify: Related Financial/FTE Comments:	FUNDING County Dollars = Federal (Select One) Total:	



Minnesota Department of Human Services County Grant Contract

RECITALS

This Grant Contract, and all amendments and supplements to the contract ("CONTRACT"), is between the State of Minnesota, acting through its Department of Human Services, Purchasing and Service Delivery Division ("STATE") and **Nicollet County Health Board**, an independent grantee, not an employee of the State of Minnesota, located at **501 South Minnesota Avenue St. Peter, MN 56082** ("COUNTY").

STATE, pursuant to Minnesota Statutes, section 256.01, subdivision 2(a)(6) has authority to enter into contracts for the following services: Early and Periodic Screening, Diagnosis and Treatment (EPSDT), also known as Child and Teen Checkups (C&TC) Administrative Services to Medical Assistance (MA) eligible children birth through 20 years of age.

STATE, in accordance with Minnesota Statutes, section 13.46, is permitted to share information with COUNTY.

COUNTY represents that it is duly qualified and willing to perform the services set forth in this CONTRACT to the satisfaction of STATE.

THEREFORE, the parties agree as follows:

1. CONTRACT TERM AND SURVIVAL OF TERMS.

1.1. Effective date: This CONTRACT is effective on **January 1, 2025**, or the date that STATE obtains all required signatures under Minnesota Statutes, section 16B.98, subdivision 5, whichever is later.

1.2. Expiration date. This CONTRACT is valid through **December 31, 2026**, or until all obligations set forth in this CONTRACT have been satisfactorily fulfilled, whichever occurs first.

1.3. No performance before notification by STATE. COUNTY may not begin work under this CONTRACT, nor will any payments or reimbursements be made, until all required signatures have been obtained per Minn. Stat. § 16B.98, subd. 7, and COUNTY is notified to begin work by STATE's Authorized Representative.

1.4. Survival of terms. COUNTY shall have a continuing obligation after the expiration of CONTRACT to comply with the following provisions of CONTRACT: 9. Liability; 10. Information Privacy and Security; 11. Intellectual Property Rights; 13.1. State audit; and 14. Jurisdiction and Venue.

1.5. Time is of the essence. COUNTY will perform its duties within the time limits established in CONTRACT unless it receives written approval from STATE. In performance of CONTRACT, time is of the essence.

2. COUNTY'S DUTIES.

2.1 Duties. COUNTY shall perform duties in accordance with **Attachment A:** "County Duties," which is attached and incorporated into this CONTRACT.

2.2 Accessibility. Any information systems, tools, content, and work products produced under this CONTRACT, including but not limited to software applications, web sites, video, learning modules, webinars, presentations, etc., whether commercial, off-the-shelf (COTS) or custom, purchased or developed, must comply with the Minnesota IT Accessibility Standards, as updated on June 14, 2018. This standard requires, in part, compliance with the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D.

Information technology deliverables and services offered must comply with the [MN.IT Services Accessibility Standards](#)¹ and any documents, reports, communications, etc. contained in an electronic format that COUNTY delivers to or disseminates for the STATE must be accessible. (The relevant requirements are contained under the "Standards" tab at the link above.) Information technology deliverables or services that do not meet the required number of standards or the specific standards required may be rejected and STATE may withhold payment pursuant to clause 3.2(a) of CONTRACT.

3. CONSIDERATION AND TERMS OF PAYMENT.

3.1 Consideration. STATE will pay for all services satisfactorily provided by COUNTY under this CONTRACT.

a. Compensation. Compensation will be calculated as follows:

1. All compensation shall be determined per Calendar Year (CY).
2. The amount of funding available for each CY is based on an annual estimated number of MA-eligible children, birth through age 20, to be served by COUNTY, multiplied by \$26.50 per child, which will be provided to the COUNTY by the STATE.
3. Compensation and reimbursement will be consistent with the Annual Budget Worksheet, as revised and approved by the STATE, and based on actual expenditures. The Annual Budget Worksheet for CY 2025 is attached and incorporated into this agreement as **Attachment B-1**.

b. Travel and subsistence expenses. Reimbursement for travel and subsistence expenses actually and necessarily incurred as a result of COUNTY's performance under this CONTRACT shall be as indicated in the C&TC Administrative Services Annual Budget Worksheet for each Calendar Year and shall be reimbursed in no greater an amount than provided in the most current Commissioner's Plan (which is incorporated by reference), promulgated by the

¹ <https://mn.gov/mnit/about-mnit/accessibility/>

Commissioner of Minnesota Management and Budget. The Commissioner's Plan can be found here: <https://mn.gov/mmb/employee-relations/labor-relations/labor/commissioners-plan.jsp>. COUNTY shall not be reimbursed for travel and subsistence expenses incurred outside the geographical boundaries of Minnesota unless it has received prior written approval from STATE. Minnesota shall be considered the home state for determining whether travel is out of state.

- c. **Total obligation.** The total obligation of STATE for all compensation and reimbursements to COUNTY shall not exceed **Fifty-One Thousand Two Hundred Twenty Four dollars (\$51,224.00)**.
- d. **Withholding.** For compensation payable under this CONTRACT, which is subject to withholding under state or federal law, appropriate amounts will be deducted and withheld by STATE as required.
- e. **Budget Revisions.** COUNTY can move up to 10% of the total compensation for the calendar year, or ten thousand dollars (\$10,000), whichever is less, from one budget line to another budget line for activities that are included in the approved annual work plan without STATE approval. Notwithstanding Clause 16.1 of this CONTRACT, budget revisions in excess of these thresholds will be done via an amended budget worksheet and written approval from the STATE. Amendments are required to add a budget line item or to increase or decrease the total grant award, pursuant to Clause 16.1 of this CONTRACT.

3.2. Terms of payment

- a. STATE, using the Medicaid Management Information System (MMIS), will promptly pay COUNTY after the submission of a claim for services performed. Claims will be submitted in a timely manner and at least quarterly.
- b. **Federal funds.** Payments are to be made from federal funds. If at any time such funds become unavailable, this CONTRACT shall be terminated immediately upon written notice of such fact by STATE to COUNTY. In the event of such termination, COUNTY shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
 - 1. **Pass-through requirements.** COUNTY acknowledges that, if it is a subrecipient of federal funds under this CONTRACT, COUNTY may be subject to certain compliance obligations. COUNTY can view a table of these obligations in the [Health and Human Services Grants Policy Statement](#),² Exhibit 3 on page II-3. To the degree federal funds are used in this contract, STATE and COUNTY agree to comply with all pass-through requirements, including each Party's auditing requirements as stated in 2 C.F.R. § 200.331 (Requirements for pass-through entities) and [2 C.F.R. §§ 200.501-521 \(Subpart F – Audit Requirements\)](#).³
 - 2. *COUNTY's Name: Nicollet County* (Must match the name associated with the UEI number.)

² <https://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf>

³ <https://www.govinfo.gov/content/pkg/CFR-2018-title2-vol1/pdf/CFR-2018-title2-vol1-sec200-501.pdf>

3. *COUNTY's Unique Entity Identifier number (UEI):* **WNJMF6MN8BV5** The UEI number is the 12-character alphanumeric identifier established and assigned at SAM.gov to uniquely identify business entities and must match COUNTY's name.
4. *Federal Award Identification Number (FAIN):* 2005MN5ADM
5. *Federal Award Date:* Awarded quarterly, October 1, January 1, April 1, and July 1 of each federal fiscal year.
6. *Period of Performance:* Start date: **See section 1.1 above.** End date: **See section 1.2 above.**
7. *Amount of federal funds:*
 - A. Total Amount Awarded to DHS for this project: Varies quarterly. For quarter beginning 7/1/2023, total grant award was \$10,971,742.00
 - B. Total Amount Awarded by DHS for this project to COUNTY named above: **See section 3.1.c. above.**
8. *Federal Award Project description:* Provides financial assistance to States for payments of medical assistance on behalf of categorically-eligible and medically-needy persons.
9. *Name:*
 - A. Federal Awarding Agency: Centers for Medicare and Medicaid Services, Department of Health and Human Services
 - B. MN Dept. of Human Services (DHS)
 - C. Contact information of DHS's awarding official: State Medicaid Director, Minnesota Department of Human Services, PO Box 64963, St. Paul, MN 55164-0963
10. *CFDA Number & Name:* Payments are to be made from federal funds obtained by STATE through Catalog of Federal Domestic Assistance (CFDA) No. **93.778**
11. Is this federal award related to research and development?: ☐ Yes ☒ No
12. Indirect Cost Rate for this federal award is: 10% (including if the *de minimis* rate is charged.)
13. Closeout terms and conditions for this federal award: See, generally, 42 CFR Subchapter C, and 45 CFR § 75.381.

4. CONDITIONS OF PAYMENT.

4.1. Satisfaction of STATE. All services provided by COUNTY pursuant to this CONTRACT shall be performed to the satisfaction of STATE, as determined at the sole discretion of its authorized representative, and in accord with all applicable federal, state, and local laws, ordinances, rules and regulations. COUNTY shall not receive payment for work found by STATE to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation.

4.2. Payments to subcontractors. (If applicable) As required by Minn. Stat. § 16A.1245, COUNTY must pay all subcontractors, within ten (10) calendar days of COUNTY's receipt of payment from STATE for undisputed services provided by the subcontractor(s) and must pay interest at the rate of 1-1/2 percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

5. PAYMENT RECOUPMENT.

COUNTY must reimburse STATE upon demand or STATE may deduct from future payments under this CONTRACT or future CONTRACTS the following:

- a. Any amounts received by COUNTY from the STATE for contract services which have been inaccurately reported or are found to be unsubstantiated;
- b. Any amounts paid by COUNTY to a subcontractor not authorized in writing by STATE;
- c. Any amount paid by STATE for services which either duplicate services covered by other specific grants or contracts, or amounts determined by STATE as non-allowable under the line item budget, clause 2.1(a);
- d. Any amounts paid by STATE for which COUNTY'S books, records and other documents are not sufficient to clearly substantiate that those amounts were used by COUNTY to perform contract services, in accordance with clause 1, COUNTY'S Duties; and/or
- e. Any amount identified as a financial audit exception.

6. CANCELLATION.

6.1. For cause or convenience. In accord with Minn. Stat. § 16B.04, subd. 2, the Commissioner of Administration has independent authority to cancel this CONTRACT. CONTRACT may be canceled by STATE or COUNTY at any time, with or without cause, upon thirty (30) days written notice to the other party. The thirty (30) day notice may be waived, in writing, by the party receiving notice. In the event of such a cancellation, COUNTY shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed. STATE has the right to suspend or terminate this CONTRACT immediately when STATE deems the health or welfare of the service recipients is endangered, when STATE has reasonable cause to believe that COUNTY has breached a material term of the CONTRACT, or when COUNTY's non-compliance with the terms of the CONTRACT may jeopardize federal financial participation.

6.2. Insufficient funds. STATE may immediately terminate this CONTRACT if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination will be by written notice to COUNTY. STATE is not obligated to pay for any services that are provided after the effective date of termination. COUNTY will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. STATE will not be assessed any penalty if the CONTRACT is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. STATE must provide COUNTY notice of the lack of funding within a reasonable time of STATE'S receiving that notice.

6.3. Breach. Notwithstanding clause 6.1, upon STATE'S knowledge of a curable material breach of the CONTRACT by COUNTY, STATE shall provide COUNTY written notice of the breach and ten (10) days to cure the breach. If COUNTY does not cure the breach within the time allowed, COUNTY will be in default of this CONTRACT and STATE may cancel the CONTRACT immediately thereafter. If COUNTY has

breached a material term of this CONTRACT and cure is not possible, STATE may immediately terminate this CONTRACT.

7. AUTHORIZED REPRESENTATIVES, RESPONSIBLE AUTHORITY, and PROJECT MANAGER.

7.1. State. STATE's authorized representative for the purposes of administration of this CONTRACT is **Amy Zeitz** or her successor. Phone and email: **Amy.Zeitz@state.mn.us, 651-431-2916**. This representative shall have final authority for acceptance of COUNTY's services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Clause 3.2.

7.2. County. COUNTY's Authorized Representative is **Cassandra Sassenberg** or successor. Phone and email: **507-934-8573 and Cassandra.sassenberg@nicollet.mn.us**. If COUNTY's Authorized Representative changes at any time during this CONTRACT, COUNTY must immediately notify STATE.

7.3. Information Privacy and Security. (If applicable) COUNTY's responsible authority for the purposes of complying with data privacy and security for this CONTRACT is **Cassandra Sassenberg** or successor. Phone and email: **507-934-8573 and Cassandra.sassenberg@nicollet.mn.us**.

8. INSURANCE REQUIREMENTS.

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

9. LIABILITY.

To the extent provided for in Minn. Stat. §§ 466.01-466.15, the COUNTY agrees to be responsible for any and all claims or causes of action arising from the performance of this grant contract by COUNTY or COUNTY'S agents or employees. This clause shall not be construed to bar any legal remedies COUNTY may have for the STATE'S failure to fulfill its obligations pursuant to this grant.

10. INFORMATION PRIVACY AND SECURITY.

For purposes of executing its responsibilities and to the extent set forth in this Contract, COUNTY will be processing health care bills or payments on behalf of STATE, and/or conducting other health care operations on behalf of STATE. In carrying out its duties, COUNTY will be handling protected health information and other private information concerning individual STATE clients. As such, COUNTY agrees to be bound by the state and federal laws protecting the privacy of information, including the Data Practices Act, Minnesota Health Records Act, Health Insurance Portability Accountability Act (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) 42 U.S.C. §§ 17921(5) and 17931; and federal drug and alcohol treatment regulations.

Information privacy and security will be governed by the “Information Privacy and Security Agreement” and by the “Business Associate Agreement” (collectively the “Agreements”) that the parties have previously entered into, except that the parties further agree to comply with any agreed-upon amendments to either or both of these Agreements, and with any agreed-upon superseding Agreement(s), which are incorporated into this Contract by reference as Attachment C. The terms of the applicable Agreements are incorporated herein by reference.

11. INTELLECTUAL PROPERTY RIGHTS.

11.1. Definitions. Works means all inventions, improvements, discoveries (whether or not patentable or copyrightable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by COUNTY, its employees, agents, and subcontractors, either individually or jointly with others in the performance of the CONTRACT. Works includes “Documents.” Documents are the originals of any data bases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by COUNTY, its employees, agents, or subcontractors, in the performance of this CONTRACT.

11.2. Ownership. COUNTY owns all rights, title, and interest in all of the intellectual property, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents developed by the COUNTY in performance of this CONTRACT. STATE and the US Department of Health and Human Services will have royalty free, non-exclusive, perpetual and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the Works or Documents for government purposes.

- a. Duty not to infringe on intellectual property rights of others.** COUNTY represents and warrants that the Works and Documents created and paid for under this CONTRACT do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 9, COUNTY will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless STATE, at COUNTY’s expense, from any action or claim brought against STATE to the extent that it is based on a claim that all or part of these Works or Documents infringe upon the intellectual property rights of others. COUNTY will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney’s fees. If such a claim or action arises, or in COUNTY’s or STATE’s opinion is likely to arise, COUNTY must, at STATE’s discretion, either procure for STATE the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of STATE will be in addition to and not exclusive of other remedies provided by law.

- b. Federal license granted.** If federal funds are used in the payment of this CONTRACT, pursuant to 45 C.F.R. § 75.322, the U.S. Department of Health and Human Services is granted a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

12. OWNERSHIP OF EQUIPMENT. The STATE shall have the right to require transfer of all equipment purchased with grant funds (including title) to STATE or to an eligible non-STATE party named by the STATE. If federal funds are granted by the STATE, then disposition of all equipment purchased under this grant contract shall be in accordance with OMB Uniform Grant Guidance, 2 C.F.R. § 200.313. For all equipment having a current per unit fair market value of \$5,000 or more, STATE shall have the right to require transfer of the equipment (including title) to the Federal Government. These rights will normally be exercised by STATE only if the project or program for which the equipment was acquired is transferred from one grantee to another.

13. AUDIT REQUIREMENTS AND COUNTY DEBARMENT INFORMATION.

13.1. State audit.

Under Minn. Stat. § 16B.98, subd. 8, the books, records, documents, and accounting procedures and practices of the COUNTY or other party that are relevant to the CONTRACT are subject to examination by STATE and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years from the CONTRACT end date, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

13.2. Independent audit. If COUNTY conducts or undergoes an independent audit during the term of this CONTRACT, a copy of the audit must be submitted to STATE within thirty (30) days of the audit's completion.

13.3. Federal audit requirements and COUNTY debarment information. COUNTY certifies it will comply with 2 C.F.R § 200.501 et seq., as applicable. To the extent federal funds are used for this CONTRACT, COUNTY acknowledges that COUNTY and STATE shall comply with the requirements of 2 C.F.R. § 200.331. Non-Federal entities expending \$750,000 or more of federal funding in a fiscal year must obtain a single or program-specific audit conducted for that year in accordance with 2 C.F.R. § 200.501. Failure to comply with these requirements could result in forfeiture of federal funds.

13.4. Debarment by STATE, its departments, commissions, agencies or political subdivisions.

COUNTY certifies that neither it nor its principles are presently debarred or suspended by the State of Minnesota, or any of its departments, commissions, agencies, or political subdivisions. COUNTY's certification is a material representation upon which the CONTRACT award was based. COUNTY shall provide immediate written notice to STATE's authorized representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

13.5. Certification regarding debarment, suspension, ineligibility, and voluntary exclusion – lower tier covered transactions.

COUNTY's certification is a material representation upon which CONTRACT award was based. Federal money will be used or may potentially be used to pay for all or part of the work under CONTRACT, therefore COUNTY must certify the following, as required by 2 C.F.R. § 180, or its regulatory equivalent.

a. Instructions for Certification

1. By signing and submitting this CONTRACT, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this CONTRACT is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549. You may contact the person to which this CONTRACT is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this CONTRACT that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant

may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

b. Lower Tier Covered Transactions.

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

14. JURISDICTION AND VENUE.

This CONTRACT, and amendments and supplements, are governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this CONTRACT, or breach of the CONTRACT, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

15. CLERICAL ERRORS AND NON-WAIVER.

15.1. Clerical error. Notwithstanding Clause 21.1, STATE reserves the right to unilaterally fix clerical errors contained in CONTRACT without executing an amendment. COUNTY will be informed of errors that have been fixed pursuant to this paragraph.

15.2. Non-waiver. If STATE fails to enforce any provision of this CONTRACT, that failure does not waive the provision or STATE's right to enforce it.

16. AMENDMENT, ASSIGNMENT, SEVERABILITY, ENTIRE AGREEMENT, AND DRAFTING PARTY.

16.1. Amendments. Any amendments to this CONTRACT shall be in writing, and shall be executed by the same parties who executed the original CONTRACT, or their successors in office.

16.2. Assignment. COUNTY shall neither assign nor transfer any rights or obligations under this CONTRACT without the prior written consent of STATE.

16.3. Entire Agreement. If any provision of this CONTRACT is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this CONTRACT shall not in any way be affected or impaired. The parties will attempt in good faith to agree upon a valid and enforceable provision that is a reasonable substitute, and will incorporate the substitute provision in this CONTRACT according to clause 16.1.

This CONTRACT contains all negotiations and agreements between STATE and COUNTY. No other understanding regarding this CONTRACT, whether written or oral may be used to bind either party.

16.5 Drafting party. The parties agree that both parties have had an opportunity to negotiate and draft CONTRACT, and that, in the event of a dispute, the CONTRACT shall not be construed against either party.

17. PROCURING GOODS AND CONTRACTED SERVICES.

17.1. Contracting and bidding requirements. COUNTY certifies that it shall comply with Minn. Stat. § 471.345.

17.2. 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; consequently, the bid request must state the project is subject to *prevailing wage*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. Vendors should submit a prevailing wage form along with their bids.

17.3 Debarred vendors. In the provision of goods or services under this CONTRACT, COUNTY must not contract with vendors who are suspended or debarred in Minnesota or under federal law. Before entering into a subcontract, COUNTY must check if vendors are suspended or debarred by referencing the Minnesota Department of Administration's Suspended/Debarred Vendor Report: <http://www.mmd.admin.state.mn.us/debarredreport.asp>. A link to vendors debarred by Federal agencies is provided at the bottom of the web page.

18. SUBCONTRACTS.

COUNTY, as an awardee organization, is legally and financially responsible for all aspects of this award that are subcontracted, including funds provided to sub-recipients and subcontractors, in accordance with 45 C.F.R. §§ 75.351-75.352. COUNTY shall ensure that the material obligations, borne by the COUNTY in this CONTRACT, apply as between COUNTY and subrecipients, in all subcontracts, to the same extent that the material obligations apply as between the STATE and COUNTY.

19. LEGAL COMPLIANCE.

19.1 General compliance. All performance under this CONTRACT must be in compliance with state and federal law and regulations, and local ordinances. Allegations that STATE deems reasonable, in its sole discretion, of violations of state or federal law or regulations, or of local ordinances, may result in CONTRACT cancellation or termination and/or reporting to local authorities by STATE.

19.2 Nondiscrimination. COUNTY will not discriminate against any person on the basis of the person's race, color, creed, religion, national origin, sex, marital status, gender identity, disability, public assistance status, sexual orientation, age, familial status, membership or activity in a local commission, or status as a member of the uniformed services. COUNTY must refrain from such discrimination as a matter of its contract with STATE. "Person" includes, without limitation, a STATE employee, COUNTY's employee, a program participant, and a member of the public. "Discriminate" means, without limitation, to: fail or refuse to hire, discharge, or otherwise discriminate against any person with respect to the compensation, terms, conditions, or privileges of employment, or; exclude from participation in, deny the benefits of, or subject to discrimination under any COUNTY program or activity.

COUNTY will ensure that all of its employees and agents comply with Minnesota Management and Budget Policy #[1329](#) (Sexual Harassment Prohibited) and #[1436](#) (Harassment and Discrimination Prohibited).

19.3 Grants management policies. COUNTY must comply with required grants management policies and procedures set forth through Minn. Stat. § 16B.97, subd. 4(a)(1), which can be found at <https://mn.gov/admin/government/grants/policies-statutes-forms/>. Compliance under this paragraph includes, but is not limited to, participating in monitoring and financial reconciliation as required by OGM Policy 08-10.

19.4 Conflict of interest. COUNTY certifies that it does not have any conflicts of interest related to this CONTRACT, as defined by OGM Policy 08-01. COUNTY shall immediately notify STATE if a conflict of interest arises.

20. OTHER PROVISIONS

20.1. No Religious Based Counseling. COUNTY agrees that no religious based counseling shall take place under the auspices of this CONTRACT.

20.2. Contingency Planning. This section applies if COUNTY will be fulfilling Priority 1 or Priority 2 functions under this contract. A *Priority 1* function is a function that, for purposes of planning business continuity during an emergency or disaster, must continue 24 hours per day and 7 days per week, or be recovered within hours. A *Priority 2* function is a function that, for purposes of planning business continuity during an emergency or disaster, must be resumed within 25 hours to 5 days. Within 90 days of the execution of this CONTRACT, COUNTY and any subcontractor will have a contingency plan. The contingency plan shall:

- a. Ensure fulfillment of Priority 1 or Priority 2 obligations under this CONTRACT;
- b. Outline procedures for the activation of the contingency plan upon the occurrence of a governor or commissioner of the Minnesota Department of Health declared health emergency;
- c. Identify an individual as its Emergency Preparedness Response Coordinator (EPRC), the EPRC shall serve as the contact for STATE with regard to emergency preparedness and response issues, the EPRC shall provide updates to STATE as the health emergency unfolds;

- d.** Outline roles, command structure, decision making processes, and emergency action procedures that will be implemented upon the occurrence of a health emergency;
- e.** Provide alternative operating plans for Priority 1 or Priority 2 functions;
- f.** Include a procedure for returning to normal operations; and
- g.** Be available for inspection upon request.

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Signature Page Follows

By signing below, the parties agree to the terms and conditions contained in this CONTRACT.

APPROVED:

1. **STATE ENCUMBRANCE VERIFICATION** *Individual certifies that funds have been encumbered as required by Minnesota Statutes, chapter 16A and section 16C.05 or Department of Administration Policy 21-01.*

By: N/A – Paid through MMIS

Date: _____

Contract No: _____

2. COUNTY

Signatory certifies that County’s articles of incorporation, by-laws, or corporate resolutions authorize Signatory both to sign on behalf of and bind the County to the terms of this Agreement. County and Signatory agree that the State Agency relies on the Signatory’s certification herein.

By: _____
Title: Health and Human Services Director
Date: _____

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

3. STATE AGENCY

By (with delegated authority): _____
Title: _____
Date: _____

Attachment A. County Duties

- A.** COUNTY will provide equitable C&TC administrative services to children birth through age 20 who are enrolled in Medical Assistance (MA), who reside within the COUNTY, and who are not assigned to a participating Tribe.
- B.** COUNTY will comply with program regulations, policies, procedures, directives and revisions thereto as identified in STATE's C&TC program communications (such as the C&TC Coordinator Handbook, provider updates, and program manuals), which are incorporated herein by reference.
- C.** COUNTY will provide adequate and appropriate training for staff assigned to activities and duties described in this CONTRACT.
- D.** COUNTY will require C&TC Coordinator(s) to attend any available and appropriate C&TC training offered by STATE including training offered through the Minnesota Department of Health (MDH).
- E.** COUNTY will promote MDH C&TC trainings to health care providers in COUNTY's geographic area and will attend MDH health care provider training as appropriate to encourage ongoing consultative and technical assistance relationships with local health care providers.
- F.** COUNTY will provide CATCH Database training for new and current C&TC staff and will require new and current C&TC Coordinator(s) to attend any available CATCH training offered by STATE.
- G.** COUNTY will maintain a fully secure and functional CATCH system for use in the completion of contracted duties and responsibilities by following STATE's instructions and requirements, including CATCH system requirements; the CATCH User Manual; CATCH email updates; and CATCH monthly download emails, which are incorporated herein by reference.
- H.** COUNTY will determine the willingness of eligible families and children to participate in the C&TC Program and will document this activity in the CATCH system.
- I.** COUNTY will demonstrate attempts to provide outreach to all eligible families and children through written, oral and/or face-to-face communications and will maintain dated documentation of outreach and follow-up in the CATCH system.
- J.** COUNTY will document all activities which are designed to increase C&TC screening services participation ratios as identified in the Work Plan document.
- K.** COUNTY will complete and submit the C&TC Administrative Services Annual Budget Worksheet for approval each year.
- L.** COUNTY will complete and submit the C&TC Work Plan for approval each year.

- M.** COUNTY will comply with all C&TC program administrative and reporting requirements and revisions thereto as identified and approved by STATE.
- N.** COUNTY will submit all required annual reports as prescribed by STATE each year for the previous calendar year. STATE will send COUNTY electronic copies of the required annual report forms at least 60 days before they are due.
- O.** COUNTY will obtain prior STATE approval for new C&TC outreach activities, not already approved on the C&TC SharePoint site, such as media projects, evaluations and survey activities (not identified in the approved work plan) before implementation. STATE will offer support for new initiatives and current projects consistent with C&TC Program goals as well as offer technical and research assistance. Notwithstanding Clause 9 (amendments to grant) of this Contract, the additions to the work plan can be done as an amended work plan worksheet.
- P.** COUNTY will comply with STATE's requirements for pilot projects and new initiatives, incorporate an appropriate evaluation component to monitor the effectiveness of the project outcome, and include a final report to STATE at the conclusion of the project period.
- Q.** COUNTY will seek and obtain written STATE approval to remove activities from the approved work plan. Notwithstanding Clause 9 (amendments to grant) of this Contract, removal of activities from the work plan can be done as an amended work plan worksheet.
- R.** COUNTY will demonstrate efforts to use all available resources to increase C&TC participation.
- S.** COUNTY will maintain contract and work plan activity records for 6 years after the contract has expired.
- T.** Comply with the terms and conditions set forth in CHB's Minnesota Department of Human Services Provider Agreement, and amendments and supplements thereto, which are on file with STATE's Health Care Administration, Member and Provider Services Division, 540 Cedar Street, St. Paul, MN 55155 and incorporated herein by reference.

2025 Budget Worksheet - Attachment B1

Nicollet County Community Health Board

1,933

Community Health Board/Tribal Nation

Estimated number of C&TC eligible children

Staffing Costs

Position	Annual C&TC Hours	Full-Time Equivalent (FTE)	Salary/Wages	Fringe Benefits	Total Salary/Wages & Fringe Benefits
Supervisor	30	0.01	\$1,625.10	\$605.40	\$2,230.50
Outreach staff	605	0.29	\$21,080.40	\$9,873.75	\$30,954.15
Clerk or support staff	300	0.14	\$7,620.00	\$2,628.00	\$10,248.00
Total	935	0.45	\$30,325.50	\$13,107.15	\$43,432.65

Equipment Costs

Computer costs	\$0.00
Other equipment costs	\$0.00
Total equipment costs	\$0.00

Other Direct Costs

Office supplies	\$0.00
Printing	\$100.00
Postage	\$1,680.00
Telephone	\$0.00
Office space	\$0.00
Interpreter/translation services	\$0.00
Trainings, conferences, workshops, and other meeting expenses related to C&TC	\$35.00
C&TC outreach supplies	\$1,500.00
C&TC outreach advertisement	\$0.00
Other	\$0.00
Total other direct costs	\$3,315.00

Subcontractor/Consultant Costs

Total subcontractor/consultant costs	\$0.00
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Indirect Cost

Total indirect cost	\$4,343.27
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Travel Costs

Mileage	\$134.00
Lodging, meals, per diem, etc. for trainings, conferences, workshops, and meetings related to C&TC	\$0.00
Total travel costs	\$134.00

Total budgeted amount (rounded down to the nearest dollar)	\$51,224.00
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Total C&TC costs per eligible child (not to exceed \$26.50)	\$26.50
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2025 Budget Worksheet - Attachment B1

IN WITNESS WHEREOF, CHB/TRIBAL NATION and STATE have mutually agreed with this Budget Worksheet.

FOR CHB/TRIBAL NATION: _____

Title: Health and Human Services Director _____

Date: _____

FOR STATE: _____

Title: _____

Date: _____

Work Plan - Objective 1

Federal/State Requirements: Information about the C&TC Program must be provided to enrolled children birth through age 20 and/or their families within 60 days of the eligibility determination. Families/children must be effectively informed using a combination of written, oral, or face-to-face methods. Choose methods of communication that are most effective within your communities. Include information about the benefits of preventive health care, the services available under the C&TC Program, where and how to obtain those services, that the services are without cost to the eligible child, and that transportation, interpreter, and scheduling assistance is available.

Establish and implement a process to effectively inform children living with foster care families.

Determine family response to C&TC Program participation. Documentation must be kept which indicates that recipients have accepted, declined, or are undecided about C&TC services AFTER receiving the information. Families/children which are undecided about participating in the C&TC program should be provided with additional information.

Required Activities

Purpose: Describe local efforts to meet federal and state requirements and monitor compliance.

1. Effectively inform children and their families about the benefits of participation in the program within 60 days of eligibility determination. A combination of face-to-face, oral, and written informing activities is most productive. Use clear, non-technical language, at or below a 7th-grade reading level in all written communication.

The Nicollet County C&TC staff contact each family by letter, home visit, and/or telephone call to give them information about the C&TC program, provide them with a parent checklist and a C&TC brochure. County financial workers also give families information at the time they apply for MA. All letters are written in clear, non-technical language at or below the 7th grade level.

2. Children (and their families) involved in foster care should be informed through responsible CHB/Tribal Nation child case or social workers, foster care parents, or legally responsible guardians. At least annually, inform homes/institutions providing foster care and social service workers of C&TC program services available to children in foster care and develop a process to assure children in foster care receive C&TC information.

C&TC staff are in contact with the county(s) coordinator of foster care services to assist them in providing information to foster care families at least annually. C&TC staff also collaborate with social workers and WIC staff to inform foster parents of the program services. In addition, foster families (& children) also receive the reminder and the introduction letters with C&TC brochures and parent checklist. Reminders for vaccinations will be mailed with CATCH 3 letters.

3. Provide effective means to inform eligible children and their families who need additional assistance because of disabilities or home language needs (i.e. visual or hearing impairment, English language learners, etc.). Provide communication through an interpreter or translated written material when appropriate.

C&TC staff utilize appropriate resources such as interpreters, TDD, large print, telephonic interpreter services, and written material in various languages as needed.

4. After effectively informing /children and their families about C&TC, determine if their response is "yes", "no" or "undecided" about accepting C&TC outreach benefits. Document their response using the CATCH system. New families will appear in the CATCH as "U" or "undecided". If reached, and a family remains "undecided" after receiving outreach, document/choose "undecided" in the detail list for that outreach contact. **If not reached, leave families as "undecided" or "U" in CATCH. Keep the case status for the undecided unless a direct response has been received from the family. Never assume a "yes" or "no" response.** Families/children declining C&TC outreach services should not be contacted about the program again for one year. After one year from the time the "no" response was entered into CATCH, reminder letters will resume as each child is due for a screening. (A re-notification letter will also be generated if no screenings or case activity occurred during the year.)

Families/Children are informed of C&TC services through CATCH 3 generated letters and face to face contacts, including Universal Contact home visits, Maternal Child Health home visits, WIC clinic appointments, communications with foster parents, and FVA appointments. Responses to the offer of C&TC program services are documented in CATCH 3 as "yes," "no," or "undecided." We continue to encourage families who are undecided to participate in C&TC by using the above mentioned avenues. Undecided families are also contacted in the same manner as those who accept.

5. Maintain dated documentation of children and their families who are informed about the program by written, oral, or face-to-face methods.

C&TC outreach staff maintain dated documentation of families and children contacted and the method of contact by using the CATCH 3 system.

6. Remind eligible children and their families when their next C&TC screening is due, according to the current MN Schedule of Age-Related Screening Standards (periodicity schedule). Maintain dated documentation of all reminder activities A combination of face-to-face, oral, and written informing activities is most productive.

Outreach staff remind eligible families when C&TC screenings are due via the CATCH 3 letters and/or face to face contacts. These face-to-face contacts occur at all MCH home visits, WIC appointments, and FVA appointments. Letters are printed weekly to remind enrollees who are due for a screening. All families are sent the checklist of components with their periodicity letters. Reminders for lead testing and brochures are sent out with reminder letters to children at 12 and 24 months of age. The MDH flyer on HPV vaccination is mailed to 10-14 year old adolescents.

7. Share program updates, as appropriate, with local agency staff, social services/income maintenance staff, Women, Infants and Children (WIC), Public Health Nursing, etc. Promote, encourage, and inform staff about ways to assist in outreach to eligible children and their families (including pregnant people) about the program and its benefits.

C&TC outreach staff work closely with WIC staff, MCH nurses, and social service providers. All staff in these areas are trained and reminded on a regular basis to encourage and assist eligible families regarding C&TC services.

8. Other activities provided to meet this objective.

NA

Work Plan - Objective 2

Provide equitable assistance for children and their families to access C&TC services.

Federal/State Requirements: Families must receive assistance with scheduling screening or referral appointments and arranging transportation and interpreter services without delay. Documentation must be kept that indicates recipients received assistance. Information about current C&TC providers, dental providers, transportation services, interpreter services, etc. must be available in writing. Offers of assistance with obtaining C&TC services or referral follow-up services should be included in all appropriate contacts with children and their families.

Required Activities

Purpose: Describe local efforts to meet federal and state requirements and monitor compliance.

1. Assist children and their families who request assistance with obtaining screening and/or referral services without delay.. Offer assistance, as needed, with making an appointment, transportation, or interpreter services. To obtain screening referral information, run CATCH system report at least monthly. Keep dated documentation.

All C&TC outreach contacts by letter, telephone call, or face to face visits offer of assistance in obtaining screening or follow up services. C&TC staff are available to assist families in making appointments for screenings when needed and document the activity in CATCH 3.

2. Maintain and provide upon request a current list of C&TC screening service providers, identify both fee-for-service and Prepaid Medical Assistance Program (PMAP) Health Plan, dental service providers and vision and hearing screening providers. Include addresses (physical or website), telephone numbers, service hours, or other helpful contact information. Update as needed or at least annually. Use of provider information from online resources is acceptable.

A list of medical providers and dental clinics are provided in CATCH 3 letters and the resource list is given at home visits or WIC appointments. This list includes addresses, telephone numbers, and service hours of the providers and is updated every six months or as needed. Vision and hearing screening is provided during a full C&TC appointment, a child is referred as needed to resources, including HelpMeConnect.

3. Maintain and provide upon request a current list of transportation providers. Include addresses (physical or website), telephone numbers and service hours or other helpful contact information. Update as needed or at least annually. Also, work with health plan representatives to assist families in accessing transportation through their health plan.

C&TC outreach staff assure that information about transportation is available to enrollees. Participants are directed to their PMAP plan's customer service for assistance with arranging transportation. Contact information is provided at time of enrollment per each PMAP plan. Families are referred to PMAP customer service as needed. Lists with addresses, phone numbers, and service hours are kept current and updated as needed.

4. Maintain written list with information about alternate, available methods of communication such as language interpreter services and translated materials. Update as needed or at least annually.

Information about interpreter services is available through the C&TC outreach staff and is made available to clients as needed. Information on interpreter services is also made available through the health plans. A written list with information regarding alternate methods of communication, such as sign language, translated materials, etc. is maintained and updated as needed.

5. Other activities provided to meet this objective.

NA

Work Plan - Objective 3

Identify families and children who decline C&TC services and/or who do not participate in C&TC screening services.

Federal/State Requirements: Children and their families may decline C&TC outreach services at any time. If a family chooses not to participate in outreach measures, they should not be contacted further about the program for one year. Agencies are expected to resume outreach to these families again after a year.

Families/children who are eligible for screening services, regardless of their initial response to the C&TC Program, must receive re-notification about the program on an annual basis if there is no indication of any eligible child in the family receiving C&TC services.

Required Activities

Purpose: Describe local efforts to meet federal and state requirements and monitor compliance.

- 1. Maintain dated documentation of families/children who say “no” to participation in the program.

When families decline C&TC services, documentation is maintained in CATCH 3. Data is retained for families who decline services and these families are not contacted for one year.

- 2. Families who have not participated in C&TC screenings for one year must be effectively re-notified of their eligibility to receive C&TC services. CATCH will generate re-notification letters to enrolled families who have not received any C&TC screenings or outreach contacts, letters, etc. (no case activity) for one year. These letters remind families that they are still eligible to receive C&TC benefits.

C&TC outreach staff re-notify eligible families after one year of declining services by letter and/or phone call regarding C&TC services, using CATCH 3.

- 3. Other activities provided to meet this objective.

NA

Work Plan - Objective 4

Coordinate C&TC services with related programs.

Federal/State Requirements: C&TC must be coordinated with Women, Infants and Children (WIC) Programs. Referral of C&TC enrollees to WIC for determination of possible eligibility is required. C&TC should also be coordinated as appropriate with other child, teen and young adult programs including Head Start, Maternal and Child Health (MCH) programs, public schools, mental health services, and immunization programs/registries.

Guidelines: (1) Coordination efforts should contain costs, improve service delivery overlap, cut duplication, comply with HIPAA and close gaps in services; (2) Pursue community collaborative efforts (health fairs, screening services, health forums and public awareness; (3) written interagency agreements should delineate roles and responsibilities, provide monitoring and evaluation of activities and disperse funds.

Required Activities

Purpose: Describe local efforts to meet federal and state requirements and monitor compliance.

1. Women, Infants and Children (WIC) Program

WIC services are available through Nicollet County Public Health. The C&TC outreach coordinators also work in WIC on a regular basis. Outreach is done during WIC appointments and C&TC materials are offered. All eligible C&TC families are referred to WIC.

2. Places of education (e.g. Early Childhood Screening, Head Start, junior or senior high schools, higher education facilities, etc.)

C&TC information is provided to the Head Start Coordinator as local and regional IEC meetings and outreach is offered to all families. C&TC outreach staff will work with Head Start to inform families of all components required to complete the C&TC. We also provide a FVA clinic for Head Start. Outreach Staff attend Head Start open houses and Parent Orientation to provide C&TC information as needed. One of the Public Health Nurses partners with local schools to provide Vision and Hearing screenings and Hygiene and Puberty Education to fourth, fifth and sixth graders.

3. MCH Programs (e.g. home visiting, if appropriate)

The coordinator works in MCH also offers home visits. C&TC materials are distributed by MCH Public Health Nurses at prenatal and postpartum visits and contacts to pregnant and parenting teens. All families are encouraged to get C&TC screenings according to the periodicity schedule.

4. Other: Children's Mental Health, Housing Programs, Information and Referral Services, Health Related Services, childcare centers/homes, Support Services, immunization registries, etc.

C&TC brochures and information are available at all health fairs where Public Health participates (workplace, family fairs, and other occasions through out the year). The C&TC coordinator also provides their resources for agency PHN to cover during Day Care consultation visits. Information is provided in Newsletter to foster parents and daycare providers. C&TC information is available to housing programs, Head Start, and MVAC who attend quarterly MFIP meetings. C&TC Coordinator attends ECDN meetings and C&TC outreach is provided to the Somali and Hispanic/Latinx populations through community events and Community Health Workers.

Work Plan - Objective 5

Inform local providers about the C&TC Program. Providing information and technical assistance to providers of participating Integrated Health Partnership (IHP) clinics is not a requirement; however, collaboration between county, tribal, and C&TC staff and IHP staff is encouraged.

Federal/State Requirements: States are required to take advantage of all resources to deliver C&TC services to assure a broad provider base to meet the needs of the eligible MA enrollee population.

Guidelines: C&TC Administrative Service agencies are required to identify and provide information and technical assistance to C&TC providers outside of the IHP network. However, as time allows, keeping connections with all local providers is acceptable. C&TC Administrative Service agencies may provide training on program requirements, request MDH staff to train local providers or promote C&TC trainings offered through MDH.

Required Activities

Purpose: Describe local efforts to meet federal and state requirements and monitor compliance.

1. Contact local providers, at least annually and as often as necessary, to provide information about the C&TC Program and related training opportunities. Assure availability of C&TC services, using a combination of methods, such as substantive clinic visits, telephone calls, emails, and mailings (e.g. newsletters, update memos, etc.). Promote use of [provider documentation forms](#) to capture all C&TC components.

Clinics are contacted at least once each year and are given information regarding all the components of C&TC. This outreach is included regardless of inclusion in IHP. They are also given the opportunity to use the C&TC exam form provided by DHS to capture all the C&TC components. The C&TC Coordinator will meet or send updated newsletters via email for information and discussion of the C&TC program.

2. Coordinate clinic outreach with local health plan representatives, IHP C&TC staff and other C&TC Coordinators, as appropriate, to promote consistent messages and reduce duplication of outreach, assessment, and training services.

Local health plan representatives from Blue Plus and UCare attend all regional C&TC coordinator meetings. The health plan representatives will provide program updates to the C&TC coordinators and offer assistance as needed with any training needs for the clinic staff. When the health plans visit or contact the clinics, the C&TC program and its benefits are always being promoted.

3. Identify C&TC provider training needs and coordinate training with MDH, DHS, health plan representatives and/or other C&TC Coordinators as appropriate. Act as a referral source, offer technical assistance or respond to requests for assistance as needed and/or conduct training.

During contact with clinics, training needs are assessed and questions answered as needed. Training information and program updates received from DHS are forwarded to the designated clinic contact person, as the information is received. Health plan representatives meet with the coordinators annually at a regional meeting to provide updates and offer training assistance as needed. The offer is shared with the clinics during each of the contacts.

4. Distribute the [Provider Guide](#) web link as needed and when updated. Inform providers of the [Minnesota Health Care Program \(MHCP\) Provider Manual – C&TC section](#). For providers needing additional information, coordinate with appropriate agency representatives.

Provider information guides are distributed to providers by C&TC coordinators as needed. They are also informed of the option to access the Provider Guide online.

5. Act as a referral source for C&TC provider billing issues and encourage review of the billing and claim instructions in the MHCP Provider manual. For fee-for-service questions/issues, refer providers to the Department of Human Services Provider Call Center at: 651-431-2700 or 1-800-366-5411.

C&TC outreach staff will act as a referral source to providers and refer them to the DHS help desk as appropriate.

6. Other activities provided to meet this objective.

Nicollet County Board of Commissioners

Board Meeting Agenda Item



Agenda Item: Public Hearing Notice - Capital Improvement Plan 2025-2029		
Primary Originating Division/Dept.: Finance Contact: Heather McCormick Title: Finance Director Amount of Time Requested: 5 minutes Presenter: Heather McCormick Title: Finance Director	Meeting Date: 11/12/2024 Item Type: Regular Agenda (Select One) Attachments: ☐ Yes ☒ No	
County Strategy: Facilities and Space - preserve, maintain and build our assets (Select One)		
BACKGROUND/JUSTIFICATION: This agenda item is to set a Public Hearing for the adoption of the 2025-2029 Capital Improvement Plan. Following MN Statute 373.40, Nicollet County will conduct a public hearing for their 5 year CIP Plan. I am requesting the Public Hearing to occur on Tuesday, December 17, 2024 at 9:15 a.m. The purpose of the public hearing is the review, discussion and approval of the proposed 2025 – 2029 Capital Improvement Plan for Nicollet County. The plan identifies estimated capital expenditures and funding sources for a five-year period. Having a CIP allows the County Board, Administration, and Department Heads to make better financial decisions on the County's capital improvement needs.		
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 public hearing for Dec 17 at 9:15am		
FISCAL IMPACT: Other (Select One) If "Other", specify: Donations FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease," specify: Related Financial/FTE Comments:	FUNDING County Dollars = Other (Select One) Total:	

Nicollet County Board of Commissioners

Board Meeting Agenda Item



Agenda Item: October 21, 2024 Planning & Zoning Advisory Committee Meeting						
Primary Originating Division/Dept.: PPSD -Property Services Contact: John Zehnder Title: Zoning Specialist Amount of Time Requested: 5 minutes Presenter: John Zehnder Title: Zoning Specialist	Meeting Date: 11/12/2024 Item Type: Regular Agenda (Select One) Attachments: ☒ Yes ☐ No					
County Strategy: Programs and Services - deliver value-added quality services (Select One)						
BACKGROUND/JUSTIFICATION: PLN24-16: Jason Tews with United Farmers Cooperative / United Farmers Cooperative request for replat of parcels: 06.103.0400, 06.103.0300, 06.103.0210, 06.103.0905 and 06.103.0915. The Planning Commission recommends approval with conditions, as amended. PLN24-15: Jason Tews with United Farmers Cooperative / United Farmers Cooperative Conditional Use Permit for a grain bin and support structures greater than one-hundred (100) feet in height. The Planning Commission recommends approval with staff recommended conditions.						
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: Consideration of the attached preliminary and final Plats for approval or as well consideration of the attached Conditional Use permit request and findings of fact for approval or denial.						
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> FISCAL IMPACT: No fiscal impact (Select One) If "Other", specify: </td> <td style="width: 50%; vertical-align: top;"> FUNDING County Dollars = State (Select One) </td> </tr> <tr> <td style="vertical-align: top;"> FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease," specify: Related Financial/FTE Comments: </td> <td style="vertical-align: top;"> Total: </td> </tr> </table>			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:
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:					



PLANNING COMMISSION REGULAR MONTHLY MEETING MINUTES

OCTOBER 21, 2024	8:32 p.m.	E.O.C. CONFERENCE ROOM
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ROLL CALL	MEMBERS PRESENT	MEMBERS ABSENT EXCUSED	NICOLLET COUNTY STAFF PRESENT
	☒ Lloyd Hoffmann ☒ Justin Laven ☐ Randy Schwab ☒ Jon Thoreson, <i>Vice Chair</i> ☒ Dave Ubel, <i>Chair</i> ☒ Kurt Zins, <i>Commissioner</i>	☐ Lloyd Hoffmann ☐ Justin Laven ☒ Randy Schwab ☐ Jon Thoreson, <i>Vice Chair</i> ☐ Dave Ubel, <i>Chair</i> ☐ Kurt Zins, <i>Commissioner</i>	☒ John Zehnder, Zoning Specialist (ZS) ☒ Justin Hughes, Assistant County Attorney (ACA) ☒ Crystal Madden, Recording Secretary ☐ Other Staff:

REVIEW OF CANCELLATIONS & ADDITIONS	None.
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APPROVAL OF SEPTEMBER 16, 2024 MINUTES	MOTION	SECOND
APPROVE	☒ Lloyd Hoffmann ☐ Justin Laven ☐ Randy Schwab ☐ Jon Thoreson, <i>Vice Chair</i> ☐ Dave Ubel, <i>Chair</i> ☐ Kurt Zins, <i>Commissioner</i>	☐ Lloyd Hoffmann ☐ Justin Laven ☐ Randy Schwab ☒ Jon Thoreson, <i>Vice Chair</i> ☐ Dave Ubel, <i>Chair</i> ☐ Kurt Zins, <i>Commissioner</i>
VOTE TO APPROVE MINUTES	☒ PASS ☐ FAIL	VOTE: 5 - 0

PUBLIC APPEARANCES	None.
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CONDITIONAL USE PUBLIC HEARINGS	
PLN24-16	APPLICANT/LANDOWNER: Jason Tews with United Farmers Cooperative / United Farmers Cooperative
DESCRIPTION OF REQUEST	Replat PIDs: 06.103.0210, 0300, 06.103.0300, 06.103.0905, 06.103.0915
CONFLICT OF INTEREST	None.
SITE VISIT & PUBLIC CONTACT	Commissioner Zins, and commission members Hoffmann, Thoreson & Ubel visited the site. There was no contact with commission members from members of the public.
STAFF REPORT PRESENTED BY	ZS Zehnder
APPLICANT TESTIMONY	Present to represent the application was Jason Tews with United Farmers Cooperative located at 123 Woods Drive, Le Sueur and Greg Hauptert, with Sobalvarro & Hauptert located at 3601 18 th Street South, St. Cloud.
PUBLIC TESTIMONY	No one was present to provide public testimony. No other correspondence was received.
COMMISSIONER DISCUSSION	Further discussion between the applicant, commission members, and staff took place. Member Thoreson motioned to amend recommended condition #2 to extend the deadline to one hundred twenty (120) days of approval for good cause to allow the applicant time to gain approval for the road vacation request from the township. Member Laven seconded the motion, and a vote on the motion passed 5-0 in favor.

COMMISSION ACTION - MOTION	MOTION	SECOND
RECOMMEND APPROVAL with conditions, as amended	☐ Lloyd Hoffmann ☒ Justin Laven ☐ Randy Schwab ☐ Jon Thoreson, <i>Vice Chair</i> ☐ Dave Ubel, <i>Chair</i> ☐ Kurt Zins, <i>Commissioner</i>	☐ Lloyd Hoffmann ☐ Justin Laven ☐ Randy Schwab ☒ Jon Thoreson, <i>Vice Chair</i> ☐ Dave Ubel, <i>Chair</i> ☐ Kurt Zins, <i>Commissioner</i>
CONDITIONS OF THE REPLAT REQUEST	1. The applicant undertakes the project according to the plans and specifications submitted to the county with the application. 2. The final plat of "UFC Addition" shall be recorded at the Nicollet County Recorder's Office within one hundred twenty (120) days of approval due to good cause of the road vacation application process with the township. 3. The applicant shall obtain all required signatures on the final plat prior to its recording. 4. The applicant shall complete the right-of-way vacation process with Lafayette Township prior to recording the final plat.	
COMMISSION ACTION – VOTE ON MOTION		
RECOMMEND APPROVAL with conditions, as amended	☒ PASS	☐ FAIL VOTE: 5 - 0

CONDITIONAL USE PUBLIC HEARINGS		
PLN24-15	APPLICANT/LANDOWNER: Jason Tews with United Farmers Cooperative / United Farmers Cooperative	
DESCRIPTION OF REQUEST	Conditional Use Permit for a grain bin and support structures greater than one-hundred (100) feet in height located within the Limited Industry Zoning District. PID: 06.103.0300 & 06.103.0400	
CONFLICT OF INTEREST	None.	
SITE VISIT & PUBLIC CONTACT	Commissioner Zins, commission members Hoffmann, Thoreson & Ubel visited the site. There was no contact with commission members from members of the public.	
STAFF REPORT PRESENTED BY	ZS Zehnder	
APPLICANT TESTIMONY	Present to represent the application was Jason Tews with United Farmers Cooperative located at 123 Woods Drive, Le Sueur and Greg Haupt, with Sobalvarro & Haupt located at 3601 18 th Street South, St. Cloud.	
PUBLIC TESTIMONY	No one was present to provide public testimony. No other correspondence was received.	
COMMISSIONER DISCUSSION	Further discussion between the applicant, commission members, and staff took place.	
COMMISSION ACTION - MOTION	MOTION	SECOND
RECOMMEND APPROVAL with conditions, as recommended	☐ Lloyd Hoffmann ☐ Justin Laven ☐ Randy Schwab ☒ Jon Thoreson, <i>Vice Chair</i> ☐ Dave Ubel, <i>Chair</i> ☐ Kurt Zins, <i>Commissioner</i>	☐ Lloyd Hoffmann ☒ Justin Laven ☐ Randy Schwab ☐ Jon Thoreson, <i>Vice Chair</i> ☐ Dave Ubel, <i>Chair</i> ☐ Kurt Zins, <i>Commissioner</i>
CONDITIONS OF THE CONDITIONAL USE PERMIT	1. The applicant undertakes the project according to the plans and specifications submitted to the county with the application. 2. The county may enter onto the premises at reasonable times and in a reasonable manner ensure the permit holder is in compliance with the conditions and all other applicable statutes, rules, and ordinances. 3. The applicant must apply for a zoning permit before beginning construction on any new facilities 4. The zoning permit is invalid if the holder has not substantially completed the structure within the period of time allowed on the zoning permit connected with this conditional use permit. 5. The applicant must record the final plat for "UFC Addition" to formally eliminate lot lines before applying for the zoning permit.	

	6. The applicant must submit an abandonment form completed by a licensed installer for the septic system on parcel 06.103.0400 before applying for the zoning permit. 7. The applicant must submit a driveway/access permit from the Minnesota Department of Transportation before beginning work on the new driveway and access location. 8. The use of any portion of the bin for signs, other than warning or equipment information signage, is prohibited. 9. This conditional use permit only applies to the “middle bin” as depicted in the site plan and does not include either “future bin”.
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COMMISSION ACTION – VOTE ON MOTION

RECOMMEND APPROVAL with conditions, as recommended	☒ PASS	☐ FAIL	VOTE: 5 - 0
COMMISSION ACTION – ADOPT FINDINGS	MOTION		SECOND
Adopt the Findings of Fact, as stated	☒ Lloyd Hoffmann ☐ Justin Laven ☐ Randy Schwab ☐ Jon Thoreson, <i>Vice Chair</i> ☐ Dave Ubel, <i>Chair</i> ☐ Kurt Zins, <i>Commissioner</i>	☐ Lloyd Hoffmann ☐ Justin Laven ☐ Randy Schwab ☒ Jon Thoreson, <i>Vice Chair</i> ☐ Dave Ubel, <i>Chair</i> ☐ Kurt Zins, <i>Commissioner</i>	
VOTE TO ADOPT THE FINDINGS OF FACT	☒ PASS	☐ FAIL	VOTE: 5 – 0

ADDITIONAL ITEMS

REVIEW ZONING PERMITS	The commission members had no questions for staff.		
OLD BUSINESS	None.		
OTHER BUSINESS	None.		
COMMUNICATIONS	None.		
ADJOURN MEETING	MOTION		SECOND
09:26 PM	☐ Lloyd Hoffmann ☐ Justin Laven ☐ Randy Schwab ☐ Jon Thoreson, <i>Vice Chair</i> ☐ Dave Ubel, <i>Chair</i> ☒ Kurt Zins, <i>Commissioner</i>	☐ Lloyd Hoffmann ☒ Justin Laven ☐ Randy Schwab ☐ Jon Thoreson, <i>Vice Chair</i> ☐ Dave Ubel, <i>Chair</i> ☐ Kurt Zins, <i>Commissioner</i>	
VOTE TO ADJOURN MEETING	☒ CARRIED	☐ FAILED	VOTE: 5 – 0

DAVE UBEL, CHAIR		DATE	11/18/2024
JOHN ZEHNDER, ZONING SPECIALIST		DATE	11/18/2024

PLANNING & ZONING ADVISORY COMMISSION AGENDA

Date: October 21, 2024

Time: Following the adjournment of the Board of Adjustments & Appeals meeting (doors open at 6:45 p.m.)

Location: Emergency Operations Center - Government Center, 501 S. Minnesota Avenue, St. Peter

Copies of the meeting agenda and packet are available on the Nicollet County website at: www.co.nicollet.mn.us/Agendas

Questions or comments regarding the meeting can be directed to the Nicollet County Property Services Department by calling 507-934-7070, or by email to niccopermitapps@co.nicollet.mn.us.

1. Call to Order
2. Roll Call
3. Silence Your Cell Phone
4. Review of Cancellations and Additions
5. Approval of Minutes: *September 16, 2024*
6. Public Appearances
7. **PUBLIC HEARING: PLN24-16**
 - Applicant: Jason Tews with United Farmers Cooperative
 - Landowner: United Farmers Cooperative
 - Request: Replat
 - Location: Part of Eastern ½ of Northwest ¼, Section 3-110-39 in Lafayette Township
 - Parcel Number: 06.103.0400, 06.103.0300, 06.103.0210, 06.103.0905, 06.103.0915
 - Zoning Specialist: John Zehnder
8. **PUBLIC HEARING: PLN24-15**
 - Applicant: Jason Tews with United Farmers Cooperative
 - Landowner: United Farmers Cooperative
 - Request: Conditional Use Permit for a grain bin and support structures greater than one-hundred (100) feet in height in the Rural Townsite Zoning District
 - Location: Part of Eastern ½ of Northwest ¼, Section 3-110-39 in Lafayette Township
 - Parcel Number: 06.103.0400 & 06.103.0300
 - Zoning Specialist: John Zehnder
9. Review Permits
10. Old Business
11. Other Business
12. Communications
13. Adjourn

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.



PLANNING COMMISSION REGULAR MONTHLY MEETING MINUTES

SEPTEMBER 16, 2024	7:07 p.m.	COUNTY BOARD ROOM
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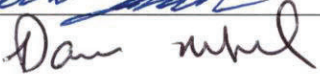
ROLL CALL	MEMBERS PRESENT	MEMBERS ABSENT EXCUSED	NICOLLET COUNTY STAFF PRESENT
	☒ Lloyd Hoffmann ☐ Justin Laven ☒ Randy Schwab ☒ Jon Thoreson, <i>Vice Chair</i> ☐ Dave Ubel, <i>Chair</i> ☒ Kurt Zins, <i>Commissioner</i>	☐ Lloyd Hoffmann ☒ Justin Laven ☐ Randy Schwab ☐ Jon Thoreson, <i>Vice Chair</i> ☒ Dave Ubel, <i>Chair</i> ☐ Kurt Zins, <i>Commissioner</i>	☒ John Zehnder, Zoning Specialist (ZS) ☒ Justin Hughes, Assistant County Attorney (ACA) ☒ Crystal Madden, Recording Secretary ☐ Other Staff:

REVIEW OF CANCELLATIONS & ADDITIONS	None.
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APPROVAL OF AUGUST 19, 2024 MINUTES	MOTION	SECOND
APPROVE	☐ Lloyd Hoffmann ☐ Justin Laven ☒ Randy Schwab ☐ Jon Thoreson, <i>Vice Chair</i> ☐ Dave Ubel, <i>Chair</i> ☐ Kurt Zins, <i>Commissioner</i>	☒ Lloyd Hoffmann ☐ Justin Laven ☐ Randy Schwab ☐ Jon Thoreson, <i>Vice Chair</i> ☐ Dave Ubel, <i>Chair</i> ☐ Kurt Zins, <i>Commissioner</i>
VOTE TO APPROVE MINUTES	☒ PASS ☐ FAIL	VOTE: 4 - 0

PUBLIC APPEARANCES	None.
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ADDITIONAL ITEMS		
REVIEW ZONING PERMITS	The Commission had no questions for Staff.	
OLD BUSINESS	ZS Zehnder conducted an informational presentation on Accessory Dwelling Units (ADUs). Vice Chair Thoreson and Member Schwab requested that Staff research and include standards for larger cities. Member Schwab motioned to have Staff research and draft an ADU ordinance for the Planning Commission to review, and the motion was seconded by Member Hoffmann. The motion passed by a vote of 4-0. ZS Zehnder conducted an informational presentation on Standards for Liquid Propane Storage Tanks. Member Schwab motioned for Staff to draft an amendment to the ordinance to exempt compressed gas from the berming requirement, and Member Hoffmann seconded the motion. The motion passed by a vote of 4-0.	
OTHER BUSINESS	None.	
COMMUNICATIONS	None.	
ADJOURN MEETING	MOTION	SECOND
7:52 PM	☐ Lloyd Hoffmann ☐ Justin Laven ☒ Randy Schwab ☐ Jon Thoreson, <i>Vice Chair</i> ☐ Dave Ubel, <i>Chair</i> ☐ Kurt Zins, <i>Commissioner</i>	☒ Lloyd Hoffmann ☐ Justin Laven ☐ Randy Schwab ☐ Jon Thoreson, <i>Vice Chair</i> ☐ Dave Ubel, <i>Chair</i> ☐ Kurt Zins, <i>Commissioner</i>

VOTE TO ADJOURN MEETING	☒ CARRIED	☐ FAILED	VOTE: 4 – 0	
JOHN ZEHNDER, ZONING SPECIALIST			DATE	10/21/2024
DAVE UBEL, CHAIR			DATE	10/21/2024



PRELIMINARY & FINAL PLAT

“UFC ADDITION” SUBDIVISION

**Jason Tews /
United Farmers Cooperative**

PLN24-16

NICOLLET COUNTY PLANNING & ZONING ADVISORY COMMISSION

SUBJECT	Preliminary & Final Plat PLN24-16
APPLICANT	Jason Tews with United Farmers Cooperative
LANDOWNER	United Farmers Cooperative
LOCATION	Part of Eastern ½ of Northwest ¼, Section 3-110-39 in Lafayette Township
PARCEL NO	06.103.0400, 06.103.0300, 06.103.0210, 06.103.0905, 06.103.0915
EXISTING ZONING	Limited Industry
HEARING DATE	10/21/2024
COUNTY BOARD DATE	11/12/2024
60 DAYS FROM REQUEST	12/02/2024

REQUEST

The applicant, United Farmers Cooperative (UFC), has submitted a request to replat parcels 06.103.0400, 06.103.0300, 06.103.0210, 06.103.0905, and 06.103.0915, located in the Eastern ½ of Northwest ¼, Section 3-110-39 in Lafayette Township, in order to create a new subdivision known as “UFC Addition.” The replat will legally combine the five parcels into one.

ORDINANCE

Sections 503 and 503 of the Nicollet County Subdivision Ordinance require a public hearing for the approval of preliminary and final plats.

EXISTING LAND USE

The 12.4-acre property is located in Klossner. The two easternmost parcels along Minnesota Highway 15 include existing grain bins of various sizes, grain legs, a livestock feed store, and a corn bunker. Two southeastern parcels west of 577th Lane are currently vacant and formerly included homes. The northwestern parcel west of 577th Lane is currently cropland.

SURROUNDING LAND USE

The surrounding land use is a mix of agricultural, industrial, and residential. Residential properties lie to the south of the UFC parcels on both the north and south sides of County Road 5, as well as to the southeast of the intersection of County Road 5 and Minnesota State Highway 15. Other areas of industrial zoning include the site of the Lafayette Township Hall, as well as Cenex Station with liquid propane storage tanks farther south along the state highway. Surrounding areas mostly

contain fields of row crops.

PROJECT DESCRIPTION

UFC presently owns parcels 06.103.0400, 06.103.0300, 06.103.0210, 06.103.0905, and 06.103.0915 in the Klossner town site. They are proposing the replat in order to vacate a township right-of-way easement for 577th Lane and remove the property lines of their combined parcels.

The goal of UFC is to construct a new office, shop, access driveway, and grain bin. These projects are not currently permitted as they would cross property lines, as well as, the current township right-of-way easement. Towards this goal, the replat accomplishes two objectives. Firstly, it eliminates internal property lines, reducing the number of setbacks required. Secondly, it eliminates the township right-of-way, which prevents development and also requires a 35-foot setback.

NEIGHBOR NOTIFICATION

Property owners were notified of the request per the standards of Section 505.3 of the Zoning Ordinance, Minnesota State Statute 394.26, and Minnesota State Rules 7020.

MINNESOTA DEPARTMENT OF TRANSPORTATION

The Minnesota Department of Transportation was informed of the request.

REVIEW

A review of the site was completed by Property Services staff on June 28th, 2024. Approval of the preliminary and final plats appears to meet the necessary requirements set forth in Sections 502 and 503 of the Subdivision Ordinance.

RECOMMENDATIONS

Staff recommends that if the preliminary and final plats are recommended for approval, the following conditions be attached:

1. The applicant undertakes the project according to the plans and specifications submitted to the county with the application.
2. The final plat of “UFC Addition” shall be recorded at the Nicollet County Recorder’s Office within sixty (60) days of approval.
3. The applicant shall obtain all required signatures on the final plat prior to its recording.
4. The applicant shall complete the right-of-way vacation process with Lafayette Township prior to recording the final plat.

Applicant: Jason Tews with United Farmers Cooperative
Landowner: United Farms Cooperative

PLN24-16

ATTACHMENT A	Application
ATTACHMENT B	Location Map
ATTACHMENT C	Site Map
ATTACHMENT D	Current Legal Description
ATTACHMENT E	Preliminary Plat
ATTACHMENT F	Final Plat
ATTACHMENT G	Road Vacation
ATTACHMENT H	Boundary Sketch
ATTACHMENT I	Neighbor Notification List



PROPERTY SERVICES DIVISION
501 S MINNESOTA AVENUE, SAINT PETER, MN 56082
507-934-7070

PLANNING & ZONING ADVISORY COMMISSION APPLICATION

TOTAL FEES: \$396.00

Parcel#: 06.103.0400, 06.103.0300, 06.103.0210, 06.103.0905, 06.103.0915
Permit#: PLN24-16
Date: N/A

Applicant: Jason Tews with United Farmers Cooperative
Telephone: 507-232-1020
Owner: UNITED FARMERS COOPERATIVE
Property Address: 40150 577TH LN, NEW ULM, MN 56073
Abbreviated Legal Description: See Survey for Legal
Township: Lafayette Township
Zoning District(s): LIMITED INDUSTRY
Hearing Date: Monday, September 16, 2024

Record Type: Conditional Use Permit
Subtype: New
Category: Other
Description: REPLAT

*Copies of the meeting agenda and packet are available on the Nicollet County website: co.nicollet.mn.us/AgendaCenter
Questions regarding the hearing can be directed to:*

*John Zehnder
Phone: 507-934-7076
Email: John.Zehnder@co.nicollet.mn.us*

Jason Tews
Jason Tews (Oct 3, 2024 13:59 CDT)

APPLICANT SIGNATURE

Oct 3, 2024

DATE

PROPERTY SERVICES

10/2/24

DATE

ATTACHMENT A
Application

PLN24-16 Permit Invoice Receipt - unsigned

Final Audit Report

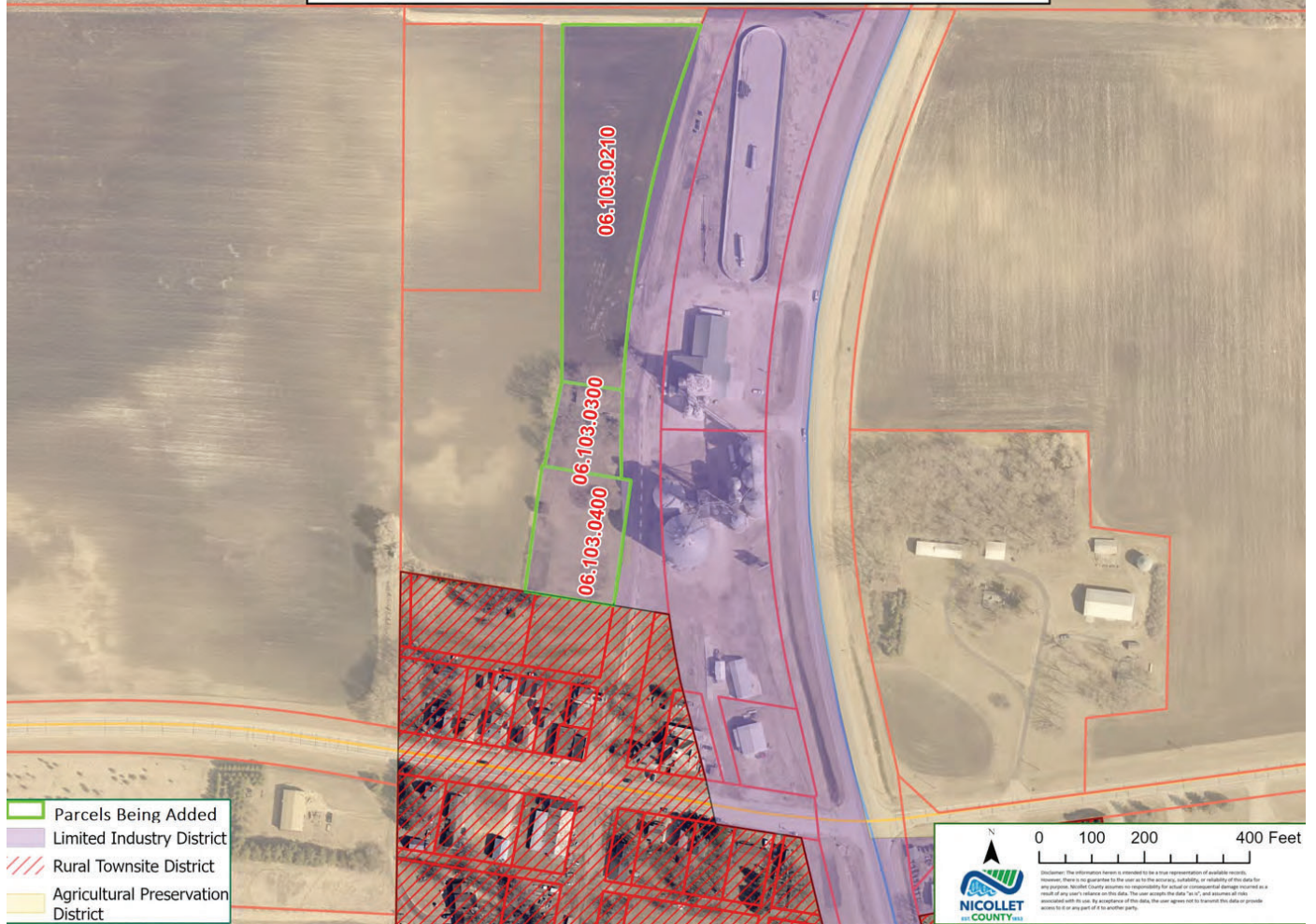
2024-10-03

Created:	2024-10-02
By:	John Zehnder (John.Zehnder@co.nicollet.mn.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAyuMHs8iAHUHMRAcsl93MjlaSxlqjrwB2

"PLN24-16 Permit Invoice Receipt - unsigned" History

-  Document created by John Zehnder (John.Zehnder@co.nicollet.mn.us)
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-  Document emailed to jason.tews@ufcmn.com for signature
2024-10-02 - 9:07:36 PM GMT
-  Email viewed by jason.tews@ufcmn.com
2024-10-02 - 9:07:42 PM GMT - IP address: 172.172.8.186
-  Signer jason.tews@ufcmn.com entered name at signing as Jason Tews
2024-10-03 - 6:59:44 PM GMT - IP address: 140.190.7.4
-  Document e-signed by Jason Tews (jason.tews@ufcmn.com)
Signature Date: 2024-10-03 - 6:59:46 PM GMT - Time Source: server- IP address: 140.190.7.4
-  Agreement completed.
2024-10-03 - 6:59:46 PM GMT

UFC Klossner Site Map



ATTACHMENT C Site Map

EXHIBIT A

The Land referred to herein below is situated in the County of Nicollet, State of Minnesota, and is described as follows:

PARCEL 1: Commencing at a point South 23° East, 11.56 chains of the North West corner of the Northeast Quarter of the Northwest Quarter (NE¼ of NW¼) of Section Number Three (3), Township Number One Hundred Ten (110) North, of Range Number Thirty (30) West; thence running South 80½° East, One Hundred and Sixteen and One-Half (116½) feet to the right of way of the new county road; thence along right of way of said road South One degree East, One Hundred Sixty-Eight (168) feet; thence North 80½° West, One Hundred and Forty-Seven and One-Half (147½) feet; thence North 9½° East One Hundred and Sixty-Five (165) feet to the place of beginning, Nicollet County, Minnesota.

PARCEL 2: Beginning at the Northeast corner of Block Three (3) of the Original Plat of Klossner Station, thence North 10 degrees 53 minutes East 241 feet to a point, thence North 79 degrees 15 minutes West 170 feet to a point 4.5 feet beyond the pipe at the Southwest corner of said Tract; thence South 10 degrees 55 minutes West 241 feet to a point in the north line of said Block Three (3); thence South 79 degrees 15 minutes East 170 feet on the North line of said Block Three (3) to the point of beginning. This Tract of Land is known as "Lot B" on the Plat of Part of J.H. Kottke Estate in the E½ of the NW¼ of Section 3 in Township No. 110 North of Range No. 30 West.

PARCEL 3: That part of the Northeast Quarter of the Northwest Quarter of Section 3, Township 110 North, Range 30 West of the Fifth Principal Meridian, bounded and described as follows: Commencing at a point on the Northerly line of Main Street, distant 200 feet Westerly, measured at right angles, from the center line of the main track of the Minneapolis New Ulm and Southwestern Railroad Company (later the Minneapolis and St. Louis Railway Company, now the Chicago and North Western Transportation Company), as said main track center line was originally located and established across said Section 3; thence Northerly parallel with said original main track center line a distance of 685 feet to the point of beginning of the parcel of land herein described; thence continuing Northerly parallel with said original main track center line a distance of 840 feet, more or less, to a point on the North line of said Section 3; thence Easterly along said North line of Section 3 to a point distant 50 feet Northwesterly, measured radially, from the center line of the main track of the Chicago and North Western Transportation Company (formerly the Minneapolis and St. Louis Railway Company), as said main track is now located; thence Southwesterly parallel with said last described main track center line to a point distant 9 feet Northwesterly, measured radially, from the center line of Chicago and North Western Transportation Company (formerly Minneapolis and St. Louis Railway Company) spur track ICC No. 2, as said spur track is now located; thence Southwesterly and Southerly parallel with said spur track center line to a point on a line drawn radially thereto through the point of beginning; thence Westerly along said last described radial line to the point of beginning.

AND

That part of the East Half of the Northwest Quarter of Section 3, Township 110 North, Range 30 West of the Fifth Principal Meridian, bounded and described as follows: Beginning at a point on the North line of said Section 3, distant 50 feet Northwesterly, measured at right angles, from the center line of the main tract of the Chicago and North Western Transportation Company (formerly the Minneapolis & St. Louis Railway Company), as said main tract is now located; thence Southwesterly parallel with said main track center line to a point distant 9 feet Northwesterly, measured radially, from the center line of Chicago and North Western Transportation Company (formerly Minneapolis & St. Louis Railway Company) Spur Track I.C.C. No. 2, as said spur track is now located; thence Southwesterly, Southerly and Southeasterly, parallel with said spur track center line, to a point on the Northerly line of Main Street; thence Easterly, along said Northerly line of Main Street to a point distant 67 feet Northeasterly, measured radially, from the center line of the main track of the Minneapolis New Ulm and Southwestern Railroad Company (later the Minneapolis & St. Louis Railway Company, now the Chicago and North Western Transportation Company), as said main tract center line was originally located and established across said Section 3; thence Northwesterly, Northerly and Northeasterly parallel with said original main tract center line to a point on the North line of said Section 3; thence Westerly along said North line of said Section 3 to the point of beginning, Nicollet County, Minnesota.

EXCEPT: That part of the East Half of the Northwest Quarter of Section 3, Township 110 North, Range 30 West, shown as Parcel 213F on the plat designated as Minnesota Department of Transportation Right of Way Plat Numbered 52-5 on file and of record in the office of the County Recorder in and for Nicollet County, Minnesota.

ALSO EXCEPT: A tract of land in the East 1/2 of NW 1/4, of Section 3, Township 110 North, Range 30, Nicollet County, Minnesota, described as follows: Commencing at the Northeast corner of the Northwest Quarter of Section 3, Township 110 North, Range 30 West; thence North 89 degrees 27 minutes 19 seconds West along the North line of the Northwest Quarter of said Section 3, a distance of 453.22 feet to corner B23 as shown on Minnesota Department of Transportation Right of Way Plat No. 52-5; thence South 22 degrees 45 minutes 16 seconds West, along a Westerly line of said Right of Way Plat, 80.03 feet to the point of curvature of a 1984.86 foot radius curve to the left, having a central angle of 36 degrees 23 minutes 26 seconds; thence on said curve, along said Westerly right of way, a distance of 1260.63 feet; thence South 13 degrees 38 minutes 08 seconds East, along a Westerly line of said Right of Way Plat, 199.32 feet to corner B14 of said Right of Way Plat the point of beginning of the parcel conveyed hereunder, also being a point on the Northerly right of way line of County State Aid Highway Number 5; thence North 79 degrees 48 minutes 18 seconds West, along said Northerly right of way line, 52.21 feet; thence North 17 degrees 04 minutes 03 seconds West, 180.26 feet; then South 79 degrees 48 minutes 18 seconds East to the Westerly right of way of the abovementioned Plat No. 52-5; then South 13 degrees 38 minutes 8 seconds East to the point of beginning of this parcel, Nicollet County, Minnesota.

ALSO EXCEPT: Part of the East Half of the Northwest Quarter of Section 3, Township 110, Range 30, Nicollet County, Minnesota described as follows: Commencing at the Northeast corner of the Northwest Quarter of said Section 3; thence North 89 degrees 27 minutes 26 seconds West, along the North line of the Northwest Quarter of said Section 3 a distance of

453.22 feet to corner B23 as shown on Minnesota Department of Transportation Right of Way Plat No. 52-5; thence South 22 degrees 45 minutes 16 seconds West, along a Westerly line of said Right of Way Plat, 80.03 feet to a point of curvature of a 1984.86 foot radius curve to the left, having a central angle of 21 degrees 21 minutes 21 seconds; thence on said curve, along said Westerly right of way, a distance of 739.81 feet to the point of beginning of the tract to be described; thence continuing along said curve having a radius length of 1984.86 feet and a central angle of 15 degrees 02 minutes 05 seconds a distance of 520.84 feet; thence South 13 degrees 38 minutes 08 seconds East, along a Westerly line of said Right of Way Plat 23.83 feet; thence North 79 degrees 49 minutes 09 seconds West parallel with the North line of Main Street of Klossner (now known as County State Highway Number 5) a distance of 150.22 feet; thence Southeasterly along a non tangential curve that is concave to the Northeast, said curve having a central angle of 00 degrees 59 minutes 39 seconds, a radius length of 2122.60 feet, an arc length of 36.83 feet, said curve having a chord bearing of South 13 degrees 08 minutes 20 seconds East and a chord length of 36.83 feet; thence South 13 degrees 18 minutes 59 seconds East 138.18 feet to the North line of said County State Highway Number 5; thence North 79 degrees 49 minutes 09 seconds West along said North line 29.75 feet; thence North 13 degrees 38 minutes 08 seconds West 126.17 feet; thence Northwesterly along a tangential curve that is concave to the Northeast, said curve having a central angle of 01 degrees 18 minutes 28 seconds, a radius length of 2150.59 feet, an arc length of 49.08 feet; thence North 79 degrees 49 minutes 09 seconds West, not tangent to last described curve, 55.39 feet to the Westerly right of way line of the now abandoned Railroad; thence Northerly along said Westerly right of way line along a non tangential curve that is concave to the East, said curve having a central angle of 13 degrees 10 minutes 31 seconds, a radius length of 2201.86 feet, an arc length of 506.33 feet, said curve having a chord bearing of North 05 degrees 11 minutes 20 seconds West and a chord length of 505.21 feet; thence South 88 degrees 36 minutes 05 seconds East, not tangent to last described curve, 217.00 feet to the point of beginning, Nicollet County, Minnesota.

PARCEL 4: Part of the East Half of the Northwest Quarter of Section 3, Township 110, Range 30, Nicollet County, Minnesota described as follows: Commencing at the Northeast corner of the Northwest Quarter of said Section 3; thence North 89 degrees 27 minutes 26 seconds West, along the North line of the Northwest Quarter of said Section 3 a distance of 453.22 feet to corner B23 as shown on Minnesota Department of Transportation Right of Way Plat No. 52-5; thence South 22 degrees 45 minutes 16 seconds West, along a Westerly line of said Right of Way Plat, 80.03 feet to a point of curvature of a 1984.86 foot radius curve to the left, having a central angle of 21 degrees 21 minutes 21 seconds; thence on said curve, along said Westerly right of way, a distance of 739.81 feet to the point of beginning of the tract to be described; thence continuing along said curve having a radius length of 1984.86 feet and a central angle of 15 degrees 02 minutes 05 seconds a distance of 520.84 feet; thence South 13 degrees 38 minutes 08 seconds East, along a Westerly line of said Right of Way Plat 23.83 feet; thence North 79 degrees 49 minutes 09 seconds West parallel with the North line of Main Street of Klossner (now known as County State Highway Number 5) a distance of 150.22 feet; thence Southeasterly along a non tangential curve that is concave to the Northeast, said curve having a central angle of 00 degrees 59 minutes 39 seconds, a radius length of 2122.60 feet, an arc length of 36.83 feet, said curve having a chord bearing of South 13 degrees 08 minutes 20 seconds East and a chord length of 36.83 feet; thence South 13 degrees 18 minutes 59 seconds East 138.18 feet to the North line of said County State Highway Number 5; thence North 79 degrees 49 minutes 09

seconds West along said North line 29.75 feet; thence North 13 degrees 38 minutes 08 seconds West 126.17 feet; thence Northwesterly along a tangential curve that is concave to the Northeast, said curve having a central angle of 01 degrees 18 minutes 28 seconds, a radius length of 2150.59 feet, an arc length of 49.08 feet; thence North 79 degrees 49 minutes 09 seconds West, not tangent to last described curve, 55.39 feet to the Westerly right of way line of the now abandoned Railroad; thence Northerly along said Westerly right of way line along a non tangential curve that is concave to the East, said curve having a central angle of 13 degrees 10 minutes 31 seconds, a radius length of 2201.86 feet, an arc length of 506.33 feet, said curve having a chord bearing of North 05 degrees 11 minutes 20 seconds West and a chord length of 505.21 feet; thence South 88 degrees 36 minutes 05 seconds East, not tangent to last described curve, 217.00 feet to the point of beginning, Nicollet County, Minnesota.

PARCEL 5: Part of Lot C of the plat of the East Half of the Northwest Quarter of Section 3. Township 110, Range 30, City of Klossner, Nicollet County, Minnesota, described as follows: Commencing at the northwest corner of said Lot C; thence on an assumed bearing of South 00 degrees 51 minutes 16 seconds West along the West line of said Lot C a distance of 33.00 feet; thence South 89 degrees 27 minutes 27 seconds East 301.13 feet to the point of beginning of the tract to be described; thence South 00 degrees 51 minutes 16 seconds West 670.04 feet to the North line of Lot A of said plat; thence South 80 degrees 09 minutes 12 seconds East along said North line 116.58 feet to the westerly line of 577th Lane; thence northerly along said westerly line along a nontangential curve that is concave to the East, said curve having a central angle of 17 degrees 51 minutes 48 seconds, a radius length of 2264.20 feet, an arc length of 705.92 feet, said curve having a chord bearing of North 12 degrees 04 minutes 23 seconds and a chord length of 703.06 feet; thence North 89 degrees 27 minutes 27 seconds West, non tangent to last described curve, 251.94 feet to the point of beginning.

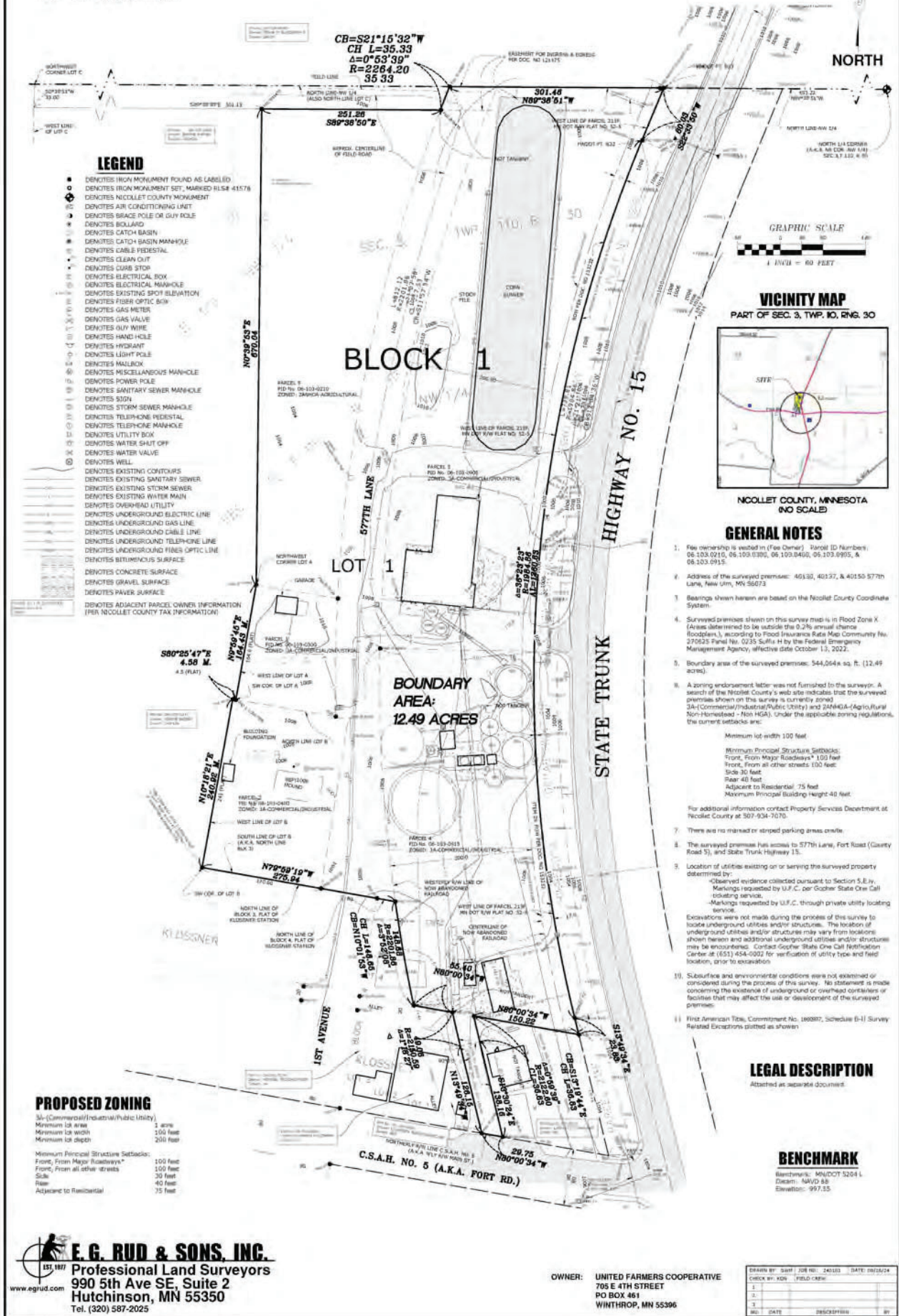
EXHIBIT B

Real property situated in Section 3, Township 110, Range 30, Nicollet County, Minnesota, described as follows: Commencing at the northeast corner of said Northwest Quarter of said Section 3; thence on an assumed bearing of North 89 degrees 38 minutes 51 seconds West along the north line of said Northwest Quarter 453.22 feet to right-of-way monument B23 as shown on MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 52-5, according to the record plat thereof, and the point of beginning of the tract to be described; thence South 22 degrees 33 minutes 50 seconds West along the west line of Parcel 213F, of said MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 52-5, a distance of 80.03 feet to right-of-way monument B22 as shown on said plat; thence southerly 1260.63 feet along said west line of said Parcel 213F and along a tangential curve concave to the east, said curve has a radius of 1984.86 feet and a central angle of 36 degrees 23 minutes 23 seconds, to right-of-way monument B21; thence South 13 degrees 49 minutes 34 seconds East tangent to the last described curve, along the said west line 23.83 feet; thence North 80 degrees 00 minutes 34 seconds West parallel with the north line of Main Street Klossner (now known as County State Aid Highway No. 5) 150.22 feet; thence southeasterly 36.83 feet along a non-tangential curve concave to the east, said curve has a radius of 2122.60 feet, a central angle of 0 degrees 59 minutes 39 seconds, the chord of said curve bears South 13 degrees 19 minutes 44 seconds and has a chord length of 36.83 feet; thence South 13 degrees 30 minutes 24 seconds East, not tangent to the last described curve, 138.16 feet to said north line of Main Street Klossner (now known as County State Aid Highway No. 5); thence North 80 degrees 00 minutes 34 seconds West along last said north line 29.75 feet; thence North 13 degrees 49 minutes 34 seconds West 126.15 feet; thence northerly 49.08 feet along a tangential curve concave to the east, said curve has a radius of 2150.59 feet, and a central angle of 1 degree 18 minutes 27 seconds; thence North 80 degrees 00 minutes 34 seconds West, not tangent to the last described curve, parallel with said north line of Main Street Klossner (now known as County State Aid Highway No. 5) 55.40 feet to the westerly right-of-way line of the now abandoned railroad; thence northerly 148.68 feet along said westerly right-of-way line of the now abandoned railroad and along a non-tangential curve concave to the east, said curve has a radius of 2201.86 feet; a central angle of 3 degrees 52 minutes 08 seconds, the chord of said curve bears North 10 degrees 01 minutes 53 seconds and has a chord length of 148.65 feet, to the easterly prolongation of the north line of Blocks 3 and 4, PLAT OF KLOSSNER STATION, according to the record plat thereof; thence North 79 degrees 59 minutes 19 seconds West along last said north line of Blocks 3 and 4, PLAT OF KLOSSNER STATION 275.94 feet to the southwest corner of said Lot B, East Half of the Northwest Quarter of Section 3, Township 110, Range 30, according to the record plat thereof; thence North 10 degrees 18 minutes 21 seconds East along the west line of said Lot B 240.92 feet to the north line of said Lot B; thence South 80 degrees 25 minutes 47 seconds East along said north line of said Lot B 4.58 feet to the southwest corner of said Lot A; thence North 09 degrees 59 minutes 45 seconds East along the west line of said Lot A 164.43 feet to the northwest corner of said Lot A; thence North 00 degrees 39 minutes 53 seconds East 670.04 feet to a line parallel with and distant 33.00 feet southerly of as measured perpendicular to said north line of the Northwest Quarter, said line also known as the north line of said Lot C; thence easterly along said parallel line distant 33.00 feet southerly of as measured perpendicular to said north line of the Northwest Quarter, said line also known as the north line of said Lot C, 251.26 feet to the westerly line of said 577th Lane; thence northeasterly 35.33 feet along a non-

tangential curve concave to the east, and along said westerly line of said 577th Lane, said curve has a radius of 2264.20 feet, a central angle of 0 degrees 53 minutes 39 seconds, the chord of said curve bears North 21 degrees 15 minutes 32 seconds East and has a chord length of 35.33 feet to said north line of said Northwest Quarter; thence South 89 degrees 38 minutes 51 seconds East along last said north line 301.46 feet to the point of beginning.

PRELIMINARY PLAT

~for~ UNITED FARMERS COOPERATIVE
~of~ UFC ADDITION



ATTACHMENT E
Preliminary Plat

UFC ADDITION

DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS: That United Farmers Cooperative, a Minnesota cooperative, owner of the following described property situated in the County of Nicollet, State of Minnesota, to-wit:

Part of the East Half of the Northeast Quarter, part of section 277th Lane, Lots A, and B, and part of Lot C, as shown on the plat titled PART OF J. H. KOTTKE ESTATE, IN THE E. 1/2 OF THE NW 1/4 OF SEC. 5, T1P-36, according to the most plat thereof, and in Section 5, Township 11S, Range 36E, Nicollet County, Minnesota, described as follows:

Commencing at the northeast corner of said Northeast Quarter of said Section 5, thence on an assumed bearing of North 89 degrees 18 minutes 51 seconds West along the north line of said Northeast Quarter 453.22 feet by right-of-way monument 623 as shown on MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 52-4, according to the most plat thereof, and the point of beginning of the line that it be described:

Thence South 22 degrees 25 minutes 50 seconds West along the west line of Tracer 213P, of said MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 52-4, a distance of 60.03 feet to a right-of-way monument 622 as shown on said plat;

Thence southerly 1260.63 feet along said west line of said Tracer 213P and along a fractional curve concave to the east, said curve has a radius of 1504.86 feet with a central angle of 26 degrees 23 minutes 27 seconds, to a right-of-way monument 621 as shown on said plat;

Thence South 13 degrees 49 minutes 25 seconds East tangent to the last described curve, along the east-west line 23.83 feet;

Thence North 86 degrees 06 minutes 30 seconds West parallel with the north line of Main Street, as shown on PLAT OF KUSCHNER STATION, according to the record plat thereof, said Main Street, now known as County State A&H Highway No. 5 and also known as Fort Road, a distance of 158.22 feet;

Thence southeasterly 26.83 feet along a non-tangent curve concave to the east, said curve has a radius of 2123.00 feet, a central angle of 0 degrees 59 minutes 29 seconds, the chord of said curve bears South 13 degrees 19 minutes 44 seconds East and has a chord length of 26.83 feet;

Thence South 13 degrees 19 minutes 24 seconds East, and tangent to the last described curve, 136.55 feet to said north line of Main Street;

Thence North 13 degrees 19 minutes 24 seconds West 126.18 feet;

Thence westerly 49.08 feet along a tangent curve concave to the east, said curve has a radius of 2354.79 feet, and a central angle of 1 degree 18 minutes 27 seconds;

Thence North 80 degrees 00 minutes 34 seconds West, and tangent to the last described curve, parallel with said north line of Main Street 300.55 feet to the westerly right-of-way line of the now abandoned and removed railroad;

Thence southerly 149.71 feet along said westerly right-of-way line of said railroad and along a non-tangent curve concave to the west, said curve has a radius of 2201.85 feet, a central angle of 3 degrees 52 minutes 18 seconds, the chord of said curve bears North 16 degrees 14 minutes 54 seconds West and has a chord length of 148.68 feet, to the westerly prolongation of the north line of Blocks 3 and 4, of said PLAT OF KUSCHNER STATION;

Thence North 86 degrees 06 minutes 30 seconds West along line said north line and along the north line of said Blocks 3, and 4, a distance of 275.79 feet to the southeast corner of said Lot B, as shown on said plat titled PART OF J. H. KOTTKE ESTATE, IN THE E. 1/2 OF THE NW 1/4 OF SEC. 5, T1P-36;

Thence North 10 degrees 16 minutes 18 seconds East along the west line of said Lot B 241.05 feet to the north line of said Lot B;

Thence South 86 degrees 00 minutes 34 seconds East along said north line of said Lot B 5.57 feet to the southeast corner of said Lot A;

Thence North 09 degrees 58 minutes 14 seconds East along the east line of said Lot A 154.81 feet to the northeast corner of said Lot A;

Thence North 00 degrees 24 minutes 10 seconds East 6.76 feet to a line parallel with and across 83.00 feet southerly of an assumed perpendicular to said north line of the Northeast Quarter;

Thence South 89 degrees 54 minutes 52 seconds East along said parallel line 23.00 feet westerly of an assumed perpendicular to said north line of the Northeast Quarter 251.46 feet to the westerly line of said 577th Lane;

Thence northeasterly 25.37 feet along a non-tangent curve concave to the east, and along said westerly line of said 577th Lane, said curve has a radius of 2201.56 feet, a central angle of 0 degrees 57 minutes 39 seconds, the chord of said curve bears North 21 degrees 15 minutes 46 seconds East and has a chord length of 25.37 feet to said north line of said Northeast Quarter;

Thence South 89 degrees 54 minutes 52 seconds East along said north line 300.77 feet to the point of beginning.

He assented the same to be surveyed and plotted as UFC ADDITION:

In witness whereof said United Farmers Cooperative, a Minnesota cooperative, hereunto put their hands this _____ day of _____, 20____.

Signed: United Farmers Cooperative

MULH ATTORNEY, F&B

STATE OF MINNESOTA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by United Farmers Cooperative, a Minnesota cooperative.

Notary Public, _____ County, Minnesota

My Commission Expires _____

SURVEYOR'S CERTIFICATE AND ACKNOWLEDGEMENT

I, Kurt D. Nelson, do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this _____ day of _____, 20____.

Kurt D. Nelson, Licensed Land Surveyor
Minnesota License No. 45356

STATE OF MINNESOTA
COUNTY OF _____

The foregoing Surveyor's Certificate was acknowledged before me this _____ day of _____, 20____, by Kurt D. Nelson, Licensed Land Surveyor, Minnesota License No. 45356.

Notary Public, _____ County, Minnesota

My Commission Expires _____

NICOLLET COUNTY, MINNESOTA

We do hereby certify that on the _____ day of _____, 20____, the Planning Commission of Nicollet County, Minnesota, approved this plat of UFC ADDITION and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

Chair, _____ Secretary, _____

We do hereby certify that on the _____ day of _____, 20____, the Board of Commissioners of Nicollet County, Minnesota, approved this plat of UFC ADDITION and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

Chair, _____ Secretary, _____

LAFAYETTE TOWNSHIP, NICOLLET COUNTY, MINNESOTA

We do hereby certify that on the _____ day of _____, 20____, the Board of Supervisors for the Township of Lafayette, Nicollet County, Minnesota, approved this plat of UFC ADDITION and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

Chair, _____ Secretary, _____

NICOLLET COUNTY PROPERTY & PUBLIC SERVICES

I hereby certify that taxes payable and/or special assessments in the year 2024 on the lands described within are paid in full and there are no delinquent taxes due, and that transfer was entered this _____ day of _____, 20____.

Nicollet County Property and Public Services Director

TITLE OPINION

I, _____, Licensed Attorney, State of Minnesota, do hereby certify that the owner as indicated hereon, represent all ownership interest in the land encompassed by this plat.

Licensed Attorney

NICOLLET COUNTY RECORDER

I hereby certify that this instrument was filed in the Office of the Registrar of Titles for public record on this _____ day of _____, 20____, at _____ o'clock _____ P.M., and was duly filed as Document No. _____.

Nicollet County Recorder



ATTACHMENT F Final Plat

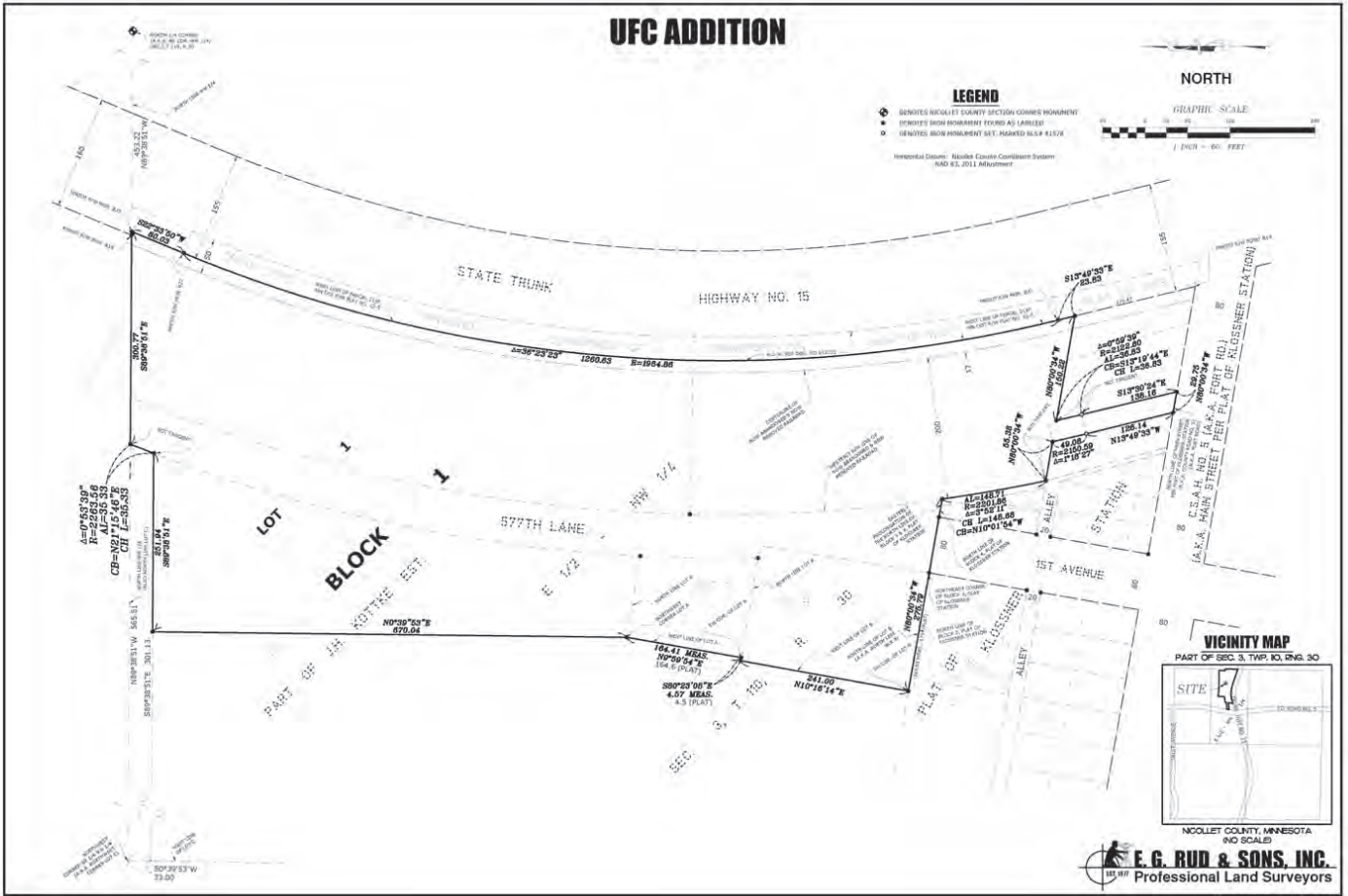
UFC ADDITION

LEGEND

- DENOTES NICOLLET COUNTY SECTION CORNER MONUMENT
 - DENOTES SECTION MONUMENT FOUND AS LABELED
 - DENOTES BOUNDARY MONUMENT SET, MARKED B.M.P. 115.76
- Horizontal Datum: NAD 83, 2011 Adjustment

NORTH

GRAPHIC SCALE



VICINITY MAP

PART OF SEC. 3, TWP. 10, RND. 20

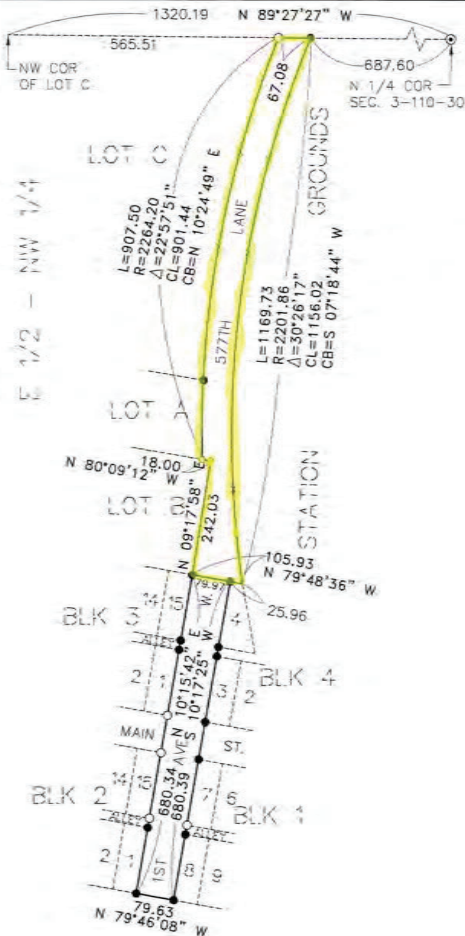


NICOLLET COUNTY, MINNESOTA

(NO SCALE)

E. G. RUD & SONS, INC.
Professional Land Surveyors

SHEET 2 OF 2 SHEETS



CERTIFICATE OF SURVEY

PROPOSED ROADWAY BOUNDARY DESCRIPTION

A tract of land for roadway and utility easement purposes and the right of ingress and egress, over, under and across part of the East Half of the Northwest Quarter and part of Platted Lot C, all being part of Section 3, Township 110, Range 30, Nicollet County, Minnesota, the boundary of said roadway easement being described as follows: Commencing at the northeast corner of said Northwest Quarter of Section 3; thence on an assumed bearing of North 89 degrees 27 minutes 27 seconds West along the North line of said Northwest Quarter 687.60 feet to a point on the westerly right-of-way line of the now existing Railroad, said point being the point of beginning of the tract to be described; thence southerly along said westerly right-of-way line along a nontangential curve that is concave to the East, said curve having a central angle of 30 degrees 26 minutes 17 seconds, a radius length of 2201.86 feet, an arc length of 1169.73 feet, a chord bearing of South 07 degrees 18 minutes 44 seconds West and a chord length of 1156.02 feet; thence North 79 degrees 48 minutes 36 seconds West, not tangent to last described curve 105.93 feet to the southeast corner of Platted Lot B in said East Half of the Northwest Quarter; thence North 09 degrees 17 minutes 58 seconds East along the East line of said Platted Lot B a distance of 242.03 feet to the northeast corner of said Platted Lot B; thence North 80 degrees 09 minutes 12 seconds West along the North line of said Platted Lot B a distance of 18.00 feet to the southeast corner of Platted Lot A; thence northeasterly along the easterly line of Platted Lot A and its northerly extension along a nontangential curve that is concave to the East, said curve having a central angle of 22 degrees 57 minutes 51 seconds, a radius length of 2264.20 feet, an arc length of 907.50 feet, a chord bearing of North 10 degrees 24 minutes 49 seconds East, a chord length of 901.44 feet to the North line of said Northwest Quarter; thence South 89 degrees 27 minutes 27 seconds East, not tangent to last described curve, along said North line 67.08 feet to the point of beginning.

LAND SURVEY FOR LAFAYETTE TOWNSHIP PART OF E 1/2 - NW 1/4 SEC. 3, T110, R30 LAFAYETTE TOWNSHIP NICOLLET COUNTY, MINNESOTA ☒ DENOTES NICOLLET CO. MONUMENT ☒ DENOTES IRON PIPE FOUND ☒ DENOTES IRON PIPE SET BY RLS NO. 15475 ☒ DENOTES LATH SET ON LINE Sep., 2016 SCALE: 1 INCH = 200 FEET FILE NO. 3047		
I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the laws of the State of Minnesota. <i>[Signature]</i> XVERY BROCKOW, LS DATE 9/15/16 REGISTRATION NO. 15475		

ATTACHMENT G
Road Vacation

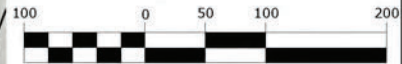
PROPOSED ROAD VACATE SKETCH

~for~ United Farmers Cooperative
~of~ 577th Lane, Klossner, MN



NORTH

GRAPHIC SCALE



1 INCH = 100 FEET

LEGEND



DENOTES PROPOSED
ROAD VACATION AREA

PROPOSED ROAD VACATE AREA

74,675.6 SQ FT
1.71 ACRES

Part of 577th Lane, Klossner,
Nicollet County, Minnesota.

Page 2 of 35

DATUM: Assumed	JOB NO. 24.0101BS
REVISIONS	
1	SCALE: 1" = 100'
2	DATE: 04-11-24
3	DRAWN BY: SWM
NO.	DATE DESCRIPTION BY
	CREW: SWM



E.G. RUD & SONS, INC.
Professional Land Surveyors
990 5th Ave SE, Suite 2
Hutchinson, MN 55350
Tel. (320) 587-2025
www.egrud.com

L-B

TOWN ROAD VACATION PETITION

To the Town Board of Lafayette Township, Nicollet County, Minnesota:

The undersigned legal voters of the Town who own real estate or occupy real estate under the homestead or preemption laws or under contract with the state within three miles of the road described below hereby petition you to vacate the following described road:

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We ask you proceed with such vacation pursuant to Minn. Stat. § 164.07.

Dated this ____ day of July, 2024.

Petitioners Address/Land Owned

Nathan Dierke	621 Summit Ave New Ulm	060330805, 060330900
Mary Dierke	508 4 th S St New Ulm	060336300, 060336500
Randy Dierke	47947 370 th St Nicolet	060330900

TOWN ROAD VACATION PETITION

To the Town Board of Lafayette Township, Nicollet County, Minnesota:

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We ask you proceed with such vacation pursuant to Minn. Stat. § 164.07.

Dated this 20 day of ^{August}~~July~~, 2024.

Petitioners Address/Land Owned

Frank Guggisberg Frank Guggisberg

TOWN ROAD VACATION PETITION

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We ask you proceed with such vacation pursuant to Minn. Stat. § 164.07.

Dated this 8th day of September, 2024.

Petitioners Address/Land Owned

Beverly J Bean

57731 7th Rd

New Ulm, Mn 56073

Beverly J. Bean

TOWN ROAD VACATION PETITION

To the Town Board of Lafayette Township, Nicollet County, Minnesota:

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We ask you proceed with such vacation pursuant to Minn. Stat. § 164.07.

Dated this 10 day of September, 2024.

Petitioners Address/Land Owned

Dalton Kuck 40200 877th LN

Melissa Foreman 40200 577th LN

Hannah Kuck 40200 577th LN

TOWN ROAD VACATION PETITION

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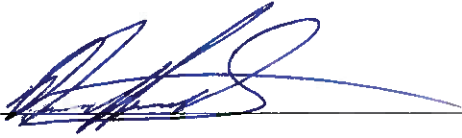
We ask you proceed with such vacation pursuant to Minn. Stat. § 164.07.

Dated this 5 day of September, 2024.

Petitioners Address/Land Owned



David Lisenfeld

A handwritten signature in blue ink, appearing to be 'David Lisenfeld', written over a horizontal line.

TOWN ROAD VACATION PETITION

To the Town Board of Lafayette Township, Nicollet County, Minnesota:

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We ask you proceed with such vacation pursuant to Minn. Stat. § 164.07.

Dated this 5 day of September, 2024.

Petitioners Address/Land Owned

Lynn Reding

LuAnn Reding

LuAnn Reding

TOWN ROAD VACATION PETITION

To the Town Board of Lafayette Township, Nicollet County, Minnesota:

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We ask you proceed with such vacation pursuant to Minn. Stat. § 164.07.

Dated this 5 day of September, 2024.

Petitioners Address/Land Owned

Andy Melder

Andy Moldan Andy Moldan

TOWN ROAD VACATION PETITION

To the Town Board of Lafayette Township, Nicollet County, Minnesota:

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We ask you proceed with such vacation pursuant to Minn. Stat. § 164.07.

Dated this 10 day of September, 2024.

Petitioners Address/Land Owned

ROAD AGREEMENT

THIS ROAD USE AGREEMENT (“Agreement”), made and effective this 4 day of September 2024, by and between Roger Beranek (“Permittee”), and United Farmers Cooperative, a Minnesota cooperative (“UFC”).

WHEREAS, Permittee is the owner of real property in Nicollet County identified as Parcel ID No.06.034.0700 (“Permittee’s Property”).

WHEREAS, Permittee requires use of the real property depicted and legally described on the attached Exhibit A (the “Road”) to access Permittee’s Property;

WHEREAS, the Road is currently a township road that UFC seeks to have vacated;

WHEREAS, Permittee and the UFC have discussed this matter and come to a mutual understanding, which the parties desire to memorialize as set forth herein, which will provide for Permittees supporting the vacation of the Road in exchange for UFC granting Permittee an access easement across the Road.

NOW, THEREFORE, in consideration of the recitals and of the mutual representations, warranties and covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby enter into this Agreement and agree, represent, warrant, covenant and intend to be legally bound as follows:

1. Road Vacation. Permittee agrees to support the vacation of the Road. Such support shall include signing a petition to vacate the Road and appearing at any and all hearing relating to the vacation of the Road in support of the vacation of the Road and providing verbal support in favor of vacation of the Road.
2. Access Easement. In the event the Road is vacated by Lafayette Township, UFC shall grant Permittee an Access Easement in the form attached hereto as Exhibit B. In the event Lafayette Township fails to vacate the Road prior to the termination of this Agreement, UFC shall have no obligation to provide an Access Easement to Permittee. Permittee shall be solely responsible for obtaining any and all necessary easements from third parties to access Permittee’s Property from the Road.
3. Termination. This Agreement shall terminate on December 31, 2024 in the event that Lafayette Township has not vacated the Road.
4. Miscellaneous.
 - a. Notices. All notices, demands and requests which may be given or served or which are required to be given or served by either party to the other shall be in writing and

shall be sent via United States mail, certified mail, return receipt requested, postage prepaid or by fax or by e-mail or by a nationally recognized overnight carrier addressed as follows:

To UFC: Mitch Altermatt
United Farmers Cooperative
705 East 4th Street
P.O. Box 461
Winthrop, MN 55396

To Permittee: Roger Beranek
39253 625TH AVE
New Ulm, MN 56073

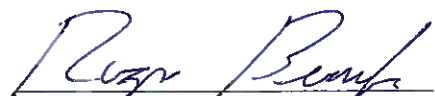
Notices, demand and requests by the parties in the manner aforesaid shall be deemed sufficiently served or given for all purposes hereunder at the time of such notice, demand or request shall be mailed or e-mailed or faxed. Either party may change the place to which notice is to be sent by serving written notice thereof upon the other in accordance with the terms hereof.

- b. Governing Law. Permittee and UFC consent to the jurisdiction of the state and federal courts located in the State of Minnesota in connection with any controversy related to this Agreement or any matter relating to this Agreement, waives any argument that venue in such forum is not convenient, and agrees that any litigation initiated in connection with this Agreement or any transaction or matter relating to this Agreement shall be venued in Sibley County, or the United States District Court, District of Minnesota.
- c. Severability. If any portion of this Agreement is judicially determined invalid, that invalidity shall not affect the remaining portions of this Agreement.
- d. Waiver. Any parties' failure to insist on compliance or enforcement of any provision of this Agreement shall not affect its validity or enforceability or constitute a waiver of future enforcement of that provision or of any other provision of this Agreement.
- e. Copies. More than one (1) copy of this Agreement may be executed and all parties agree to acknowledge that each executed copy shall be a duplicate original.
- f. Headings. The headings in this Agreement are inserted for convenience only and are not part of the Agreement.
- g. Entire Agreement. This Agreement sets forth the entire understanding of the parties with respect to the subject matter covered hereby and supersedes all prior

Agreements, and may be amended or altered only by a writing signed by all parties to this Agreement.

IN WITNESS WHEREOF, this Agreement was executed on the 4 day of September 2024.

PERMITTEE


Roger Beranek

UNITED FARMERS COOPERATIVE

By: 
Its: CEO/CM

EXHIBIT A

A tract of land over, under and across part of the East Half of the Northwest Quarter and part of Platted Lot C, all being part of Section 3, Township 110, Range 30, Nicollet County, Minnesota, the boundary of said roadway easement being described as follows: Commencing at the northeast corner of said Northwest Quarter of Section 3; thence on an assumed bearing of North 89 degrees 27 minutes 27 seconds West along the North line of said Northwest Quarter 687.60 feet to a point on the westerly right-of-way line of the now existing Railroad, said point being the point of beginning of the tract to be described; thence southerly along said westerly right-of-way line along a nontangential curve that is concave to the East, said curve having a central angle of 30 degrees 26 minutes 17 seconds, a radius length of 2201.86 feet, an arc length of 1169.73 feet, a chord bearing of South 07 degrees 18 minutes 44 seconds West and a chord length of 1156.02 feet; thence North 79 degrees 48 minutes 36 seconds West, not tangent to last described curve 105.93 feet to the southeast corner of Platted Lot B in said East Half of the Northwest Quarter; thence North 09 degrees 17 minutes 58 seconds East along the East line of said Platted Lot B a distance of 242.03 feet to the northeast corner of said Platted Lot B; thence North 80 degrees 09 minutes 12 seconds West along the North line of said Platted Lot B a distance of 18.00 feet to the southeast corner of Platted Lot A; thence northeasterly along the easterly line of Platted Lot A and its northerly extension along a nontangential curve that is concave to the East, said curve having a central angle of 22 degrees 57 minutes 51 seconds, a radius length of 2264.20 feet, an arc length of 907.50 feet, a chord bearing of North 10 degrees 24 minutes 49 seconds East, a chord length of 901.44 feet to the North line of said Northwest Quarter; thence South 89 degrees 27 minutes 27 seconds East, not tangent to last described curve, along said North line 67.08 feet to the point of beginning.

EXHIBIT B

ACCESS EASEMENT AGREEMENT

This **ACCESS EASEMENT AGREEMENT** (this "Agreement") is made _____, 2024, by and between Roger Beranek (hereinafter referred to as "Grantee"), and United Farmers Cooperative, a Minnesota cooperative (collectively referred to as "Grantor").

RECITALS

A. Grantee is the fee owner of real property located in Nicollet County, Minnesota, referred herein as the "Benefited Parcel" and legally described as:

[INSERT LEGAL DESCRIPTION]

B. Grantor is the fee owner of real property located in Nicollet County, Minnesota, referred herein as the "Burdened Parcel" and legally described as:

[INSERT LEGAL DESCRIPTION]

C. The Burdened Parcel and the Benefited Parcel are contiguous parcels of property.

D. The parties desire to create a driveway easement to benefit the Benefited Parcel and to provide the terms for the maintenance, care and upkeep of the driveway.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Incorporation of Recitals. The Recitals stated above are incorporated herein by reference.

2. Easement Area. As used herein, the term the "Easement Area" shall mean those portions of the Burdened Property legally described as follows:

A tract of land over, under and across part of the East Half of the Northwest Quarter and part of Platted Lot C, all being part of Section 3, Township 110, Range 30, Nicollet County, Minnesota, the boundary of said roadway easement being described as follows: Commencing at the northeast corner of said Northwest Quarter of Section 3; thence on an assumed bearing of North 89 degrees 27 minutes 27 seconds West along the North line of said Northwest Quarter 687.60 feet to a point on the westerly right-of-way line of the now existing Railroad, said point being the point of beginning of the tract to be described; thence southerly along said westerly right-of-way line along a nontangential curve that is concave to the East, said curve having a central angle of 30 degrees 26 minutes 17 seconds, a radius length of 2201.86 feet, an arc length of 1169.73 feet, a chord bearing of South 07 degrees 18 minutes 44 seconds West and a chord length of 1156.02 feet; thence North 79 degrees 48 minutes 36 seconds West, not tangent to last described curve 105.93 feet to the southeast corner of Platted Lot B in said East Half of the Northwest Quarter; thence North 09 degrees

17 minutes 58 seconds East along the East line of said Platted Lot B a distance of 242.03 feet to the northeast corner of said Platted Lot B; thence North 80 degrees 09 minutes 12 seconds West along the North line of said Platted Lot B a distance of 18.00 feet to the southeast corner of Platted Lot A; thence northeasterly along the easterly line of Platted Lot A and its northerly extension along a nontangential curve that is concave to the East, said curve having a central angle of 22 degrees 57 minutes 51 seconds, a radius length of 2264.20 feet, an arc length of 907.50 feet, a chord bearing of North 10 degrees 24 minutes 49 seconds East, a chord length of 901.44 feet to the North line of said Northwest Quarter; thence South 89 degrees 27 minutes 27 seconds East, not tangent to last described curve, along said North line 67.08 feet to the point of beginning.

3. Grant to Grantee. The Grantor, as fee owner of the Burdened Property, hereby grants and conveys to the Grantee, a non-exclusive easement over, under and across the Easement Area for ingress and egress by vehicular and pedestrian traffic for the benefit of the Grantee to access the Benefited Property.

4. No Interference/Obstructions. Grantee shall use the Easement Area without unreasonable interference with the use and enjoyment of the Burdened Parcel by Grantor. Other than temporarily parking vehicles, no truck, automobile, other vehicle, fence or other barrier which may unreasonably prevent or obstruct the passage of pedestrians or vehicular traffic within the Easement Area shall be parked, erected, installed or placed within or across the Easement Area.

5. Maintenance and Repair of Driveway. Grantor shall be solely responsible for repairs to, and maintenance of, the driveway located within the Easement Area, including but not limited to, snow plowing. Grantor shall be solely responsible for the cost of any and all repairs and maintenance necessary to keep the driveway on the Easement Area passable. However, Grantee shall repair any damage to the driveway located within the Easement Area caused solely by the use of Grantee.

6. Insurance. Grantee shall pay for and maintain general public liability insurance over the Easement Area. Evidence of such insurance coverage shall be provided upon request of the Grantor.

7. Waiver. No failure on the part of a party to exercise, and no delay in exercising, any right or remedy hereunder shall operate as a waiver thereof, and no single or partial exercise of any right or remedy hereunder shall preclude any other of further exercise thereof or the exercise of any right or remedy granted hereby or by any related document or by law.

8. Runs with the Land. The benefits and burdens of this Agreement shall run with the Burdened Parcel and the Benefited Parcel, and shall be binding upon the successors and assigns of the parties.

9. Reservation. The Grantor reserve unto themselves, their tenants and successors and assigns, the right to use the Easement Area for other purposes not inconsistent with the rights granted to the Grantee under this Agreement.

10. Modification. This Agreement may only be modified or amended in a writing signed by the fee owners of the Burdened Parcel and the Benefited Parcel.

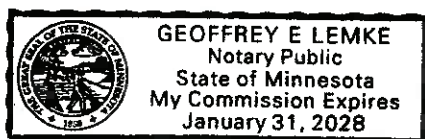
11. Governing Law. This Agreement shall be governed by the laws of the State of Minnesota.

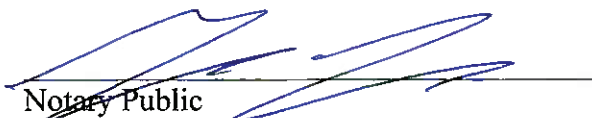
IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.


Roger Beranek

STATE OF MINNESOTA)
) ss
COUNTY OF SIBLEY)

The foregoing instrument was acknowledged before me this 4 day of September 2024, by Roger Beranek, Grantee.



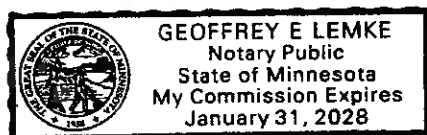

Notary Public

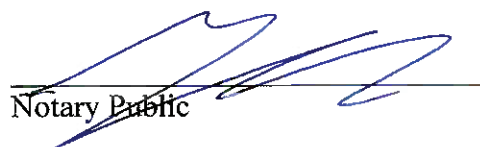
UNITED FARMERS COOPERATIVE


Mitchell Altermatt, CEO

STATE OF MINNESOTA)
) ss
COUNTY OF SIBLEY)

The foregoing instrument was acknowledged before me this 4 day of September 2024, by Mitchell Altermatt, CEO of United Farmers Cooperative, a Minnesota cooperative, Grantor.




Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

Gregory J. Hauptert - 0320213

Sobalvarro & Hauptert

3601 18th St. S, Suite 105

St. Cloud, MN 56301

(320) 774-1818

TOWN ROAD VACATION PETITION

To the Town Board of Lafayette Township, Nicollet County, Minnesota:

The undersigned legal voters of the Town who own real estate or occupy real estate under the homestead or preemption laws or under contract with the state within three miles of the road described below hereby petition you to vacate the following described road:

That portion of 577th Lane legally described as follows:

A tract of land over, under and across part of the East Half of the Northwest Quarter and part of Platted Lot C, all being part of Section 3, Township 110, Range 30, Nicollet County, Minnesota, the boundary of said roadway easement being described as follows: Commencing at the northeast corner of said Northwest Quarter of Section 3; thence on an assumed bearing of North 89 degrees 27 minutes 27 seconds West along the North line of said Northwest Quarter 687.60 feet to a point on the westerly right-of-way line of the now existing Railroad, said point being the point of beginning of the tract to be described; thence southerly along said westerly right-of-way line along a nontangential curve that is concave to the East, said curve having a central angle of 30 degrees 26 minutes 17 seconds, a radius length of 2201.86 feet, an arc length of 1169.73 feet, a chord bearing of South 07 degrees 18 minutes 44 seconds West and a chord length of 1156.02 feet; thence North 79 degrees 48 minutes 36 seconds West, not tangent to last described curve 105.93 feet to the southeast corner of Platted Lot B in said East Half of the Northwest Quarter; thence North 09 degrees 17 minutes 58 seconds East along the East line of said Platted Lot B a distance of 242.03 feet to the northeast corner of said Platted Lot B; thence North 80 degrees 09 minutes 12 seconds West along the North line of said Platted Lot B a distance of 18.00 feet to the southeast corner of Platted Lot A; thence northeasterly along the easterly line of Platted Lot A and its northerly extension along a nontangential curve that is concave to the East, said curve having a central angle of 22 degrees 57 minutes 51 seconds, a radius length of 2264.20 feet, an arc length of 907.50 feet, a chord bearing of North 10 degrees 24 minutes 49 seconds East, a chord length of 901.44 feet to the North line of said Northwest Quarter; thence South 89 degrees 27 minutes 27 seconds East, not tangent to last described curve, along said North line 67.08 feet to the point of beginning.

We ask you proceed with such vacation pursuant to Minn. Stat. § 164.07.

Dated this 4 day of September, 2024.

Petitioners Address/Land Owned

39253 625th Ave.

Page 26 of 35 N. 46m 14n. 56033

Roger Bernick Roger Bernick

ROAD AGREEMENT

THIS ROAD USE AGREEMENT ("Agreement"), made and effective this 20 day of ^{August}~~July~~ 2024, by and between Frank Guggisberg ("Permittee"), and United Farmers Cooperative, a Minnesota cooperative ("UFC").

WHEREAS, Permittee is the owner of real property in Nicollet County identified as Parcel ID No.06.034.0850 ("Permittee's Property").

WHEREAS, Permittee requires use of the real property depicted and legally described on the attached Exhibit A (the "Road") to access Permittee's Property;

WHEREAS, the Road is currently a township road that UFC seeks to have vacated;

WHEREAS, Permittee and the UFC have discussed this matter and come to a mutual understanding, which the parties desire to memorialize as set forth herein, which will provide for Permittees supporting the vacation of the Road in exchange for UFC granting Permittee an access easement across the Road.

NOW, THEREFORE, in consideration of the recitals and of the mutual representations, warranties and covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby enter into this Agreement and agree, represent, warrant, covenant and intend to be legally bound as follows:

1. Road Vacation. Permittee agrees to support the vacation of the Road. Such support shall include signing a petition to vacate the Road and appearing at any and all hearing relating to the vacation of the Road in support of the vacation of the Road and providing verbal support in favor of vacation of the Road.
2. Access Easement. In the event the Road is vacated by Lafayette Township, UFC shall grant Permittee an Access Easement in the form attached hereto as Exhibit B. In the event Lafayette Township fails to vacate the Road prior to the termination of this Agreement, UFC shall have no obligation to provide an Access Easement to Permittee. Permittee shall be solely responsible for obtaining any and all necessary easements from third parties to access Permittee's Property from the Road.
3. Termination. This Agreement shall terminate on December 31, 2024 in the event that Lafayette Township has not vacated the Road.
4. Miscellaneous.
 - a. Notices. All notices, demands and requests which may be given or served or which are required to be given or served by either party to the other shall be in writing and

shall be sent via United States mail, certified mail, return receipt requested, postage prepaid or by fax or by e-mail or by a nationally recognized overnight carrier addressed as follows:

To UFC: Mitch Altermatt
United Farmers Cooperative
705 East 4th Street
P.O. Box 461
Winthrop, MN 55396

To Permittee: Frank Guggisberg
39917 State HWY 15
New Ulm MN 56073

Notices, demand and requests by the parties in the manner aforesaid shall be deemed sufficiently served or given for all purposes hereunder at the time of such notice, demand or request shall be mailed or e-mailed or faxed. Either party may change the place to which notice is to be sent by serving written notice thereof upon the other in accordance with the terms hereof.

- b. Governing Law. Permittee and UFC consent to the jurisdiction of the state and federal courts located in the State of Minnesota in connection with any controversy related to this Agreement or any matter relating to this Agreement, waives any argument that venue in such forum is not convenient, and agrees that any litigation initiated in connection with this Agreement or any transaction or matter relating to this Agreement shall be venued in Sibley County, or the United States District Court, District of Minnesota.
- c. Severability. If any portion of this Agreement is judicially determined invalid, that invalidity shall not affect the remaining portions of this Agreement.
- d. Waiver. Any parties' failure to insist on compliance or enforcement of any provision of this Agreement shall not affect its validity or enforceability or constitute a waiver of future enforcement of that provision or of any other provision of this Agreement.
- e. Copies. More than one (1) copy of this Agreement may be executed and all parties agree to acknowledge that each executed copy shall be a duplicate original.
- f. Headings. The headings in this Agreement are inserted for convenience only and are not part of the Agreement.
- g. Entire Agreement. This Agreement sets forth the entire understanding of the parties with respect to the subject matter covered hereby and supersedes all prior

Agreements, and may be amended or altered only by a writing signed by all parties to this Agreement.

IN WITNESS WHEREOF, this Agreement was executed on the 20 day of ^{August}~~July~~ 2024.

PERMITTEE


Frank Guggisberg

UNITED FARMERS COOPERATIVE

By: 
Its: CEO

EXHIBIT A

A tract of land over, under and across part of the East Half of the Northwest Quarter and part of Platted Lot C, all being part of Section 3, Township 110, Range 30, Nicollet County, Minnesota, the boundary of said roadway easement being described as follows: Commencing at the northeast corner of said Northwest Quarter of Section 3; thence on an assumed bearing of North 89 degrees 27 minutes 27 seconds West along the North line of said Northwest Quarter 687.60 feet to a point on the westerly right-of-way line of the now existing Railroad, said point being the point of beginning of the tract to be described; thence southerly along said westerly right-of-way line along a nontangential curve that is concave to the East, said curve having a central angle of 30 degrees 26 minutes 17 seconds, a radius length of 2201.86 feet, an arc length of 1169.73 feet, a chord bearing of South 07 degrees 18 minutes 44 seconds West and a chord length of 1156.02 feet; thence North 79 degrees 48 minutes 36 seconds West, not tangent to last described curve 105.93 feet to the southeast corner of Platted Lot B in said East Half of the Northwest Quarter; thence North 09 degrees 17 minutes 58 seconds East along the East line of said Platted Lot B a distance of 242.03 feet to the northeast corner of said Platted Lot B; thence North 80 degrees 09 minutes 12 seconds West along the North line of said Platted Lot B a distance of 18.00 feet to the southeast corner of Platted Lot A; thence northeasterly along the easterly line of Platted Lot A and its northerly extension along a nontangential curve that is concave to the East, said curve having a central angle of 22 degrees 57 minutes 51 seconds, a radius length of 2264.20 feet, an arc length of 907.50 feet, a chord bearing of North 10 degrees 24 minutes 49 seconds East, a chord length of 901.44 feet to the North line of said Northwest Quarter; thence South 89 degrees 27 minutes 27 seconds East, not tangent to last described curve, along said North line 67.08 feet to the point of beginning.

EXHIBIT B

ACCESS EASEMENT AGREEMENT

This **ACCESS EASEMENT AGREEMENT** (this “Agreement”) is made _____, 2024, by and between Frank Guggisberg (hereinafter referred to as “Grantee”), and United Farmers Cooperative, a Minnesota cooperative (collectively referred to as “Grantor”).

RECITALS

A. Grantee is the fee owner of real property located in Nicollet County, Minnesota, referred herein as the “Benefited Parcel” and legally described as:

[INSERT LEGAL DESCRIPTION]

B. Grantor is the fee owner of real property located in Nicollet County, Minnesota, referred herein as the “Burdened Parcel” and legally described as:

[INSERT LEGAL DESCRIPTION]

C. The Burdened Parcel and the Benefited Parcel are contiguous parcels of property.

D. The parties desire to create a driveway easement to benefit the Benefited Parcel and to provide the terms for the maintenance, care and upkeep of the driveway.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

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17 minutes 58 seconds East along the East line of said Platted Lot B a distance of 242.03 feet to the northeast corner of said Platted Lot B; thence North 80 degrees 09 minutes 12 seconds West along the North line of said Platted Lot B a distance of 18.00 feet to the southeast corner of Platted Lot A; thence northeasterly along the easterly line of Platted Lot A and its northerly extension along a nontangential curve that is concave to the East, said curve having a central angle of 22 degrees 57 minutes 51 seconds, a radius length of 2264.20 feet, an arc length of 907.50 feet, a chord bearing of North 10 degrees 24 minutes 49 seconds East, a chord length of 901.44 feet to the North line of said Northwest Quarter; thence South 89 degrees 27 minutes 27 seconds East, not tangent to last described curve, along said North line 67.08 feet to the point of beginning.

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6. Insurance. Grantee shall pay for and maintain general public liability insurance over the Easement Area. Evidence of such insurance coverage shall be provided upon request of the Grantor.

7. Waiver. No failure on the part of a party to exercise, and no delay in exercising, any right or remedy hereunder shall operate as a waiver thereof, and no single or partial exercise of any right or remedy hereunder shall preclude any other of further exercise thereof or the exercise of any right or remedy granted hereby or by any related document or by law.

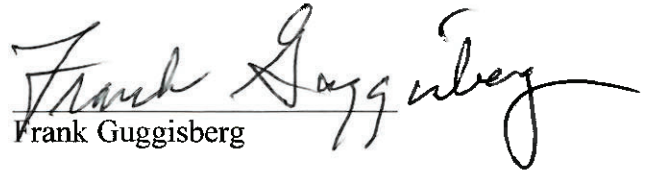
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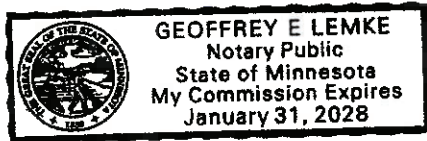
11. Governing Law. This Agreement shall be governed by the laws of the State of Minnesota.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.


Frank Guggisberg

STATE OF MINNESOTA)
) ss
COUNTY OF SIBLEY)

The foregoing instrument was acknowledged before me this 20 day of August 2024, by Frank Guggisberg, Grantee.



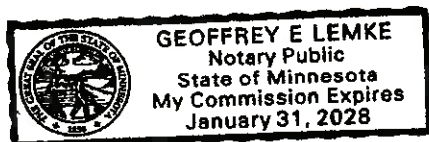

Notary Public

UNITED FARMERS COOPERATIVE


Mitchell Altermatt, CEO

STATE OF MINNESOTA)
) ss
COUNTY OF SIBLEY)

The foregoing instrument was acknowledged before me this 20 day of August 2024, by Mitchell Altermatt, CEO of United Farmers Cooperative, a Minnesota cooperative, Grantor.




Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

Gregory J. Hauptert - 0320213

Sobalvarro & Hauptert

3601 18th St. S, Suite 105

St. Cloud, MN 56301

(320) 774-1818



ATTACHMENT H

Boundary Sketch

~for~ UNITED FARMERS CO-OP
~of~ Klossner Elevator



BOUNDARY SKETCH

~for~ UNITED FARMERS CO-OP

~of~ Klossner Elevator



LEGEND

- DENOTES IRON MONUMENT FOUND AS LABELED
- ◉ DENOTES NICOLLET COUNTY MONUMENT



GRAPHIC SCALE



DRAWN BY: SWM	JOB NO.: 240101	DATE: 06/23/24
CHECK BY: FIELD CREW		
1		
2		
3		
NO	DATE	DESCRIPTION
BY		

E. G. RUD & SONS, INC.
Professional Land Surveyors
990 5th Ave SE, Suite 2
Hutchinson, MN 55350
Tel. (320) 587-2025

24.0101BS

DISPLAYNAME	MAILINGADDR	MAILINGCITYSTATEZIP
ALBACHTEN CHRISTOPHER J & STACIE J ALBACHTEN	57865 FORT RD	NEW ULM MN 56073
ALTMANN HOWARD M	57743 FORT RD	NEW ULM MN 56073
ASLESON DAVID	57849 FORT RD	NEW ULM MN 56073
BARNEY JEANNE	PO BOX 500	NEVADA IA 50201
BEAN BEVERLY J	57731 FORT RD	NEW ULM MN 56073
BERANEK ROGER & PATRICIA BERANEK	39253 625TH AVE	NEW ULM MN 56073
BERANEK ROGER H & PATRICIA	39253 625TH AVE	NEW ULM MN 56073
EISENBACHER DAVID	57644 FORT RD	NEW ULM MN 56073
FIRST METHODIST CHURCH NEW ULM	123 UNKNOWN	UNKNOWN 00000
FLUEGGE JEREMY	41206 541ST AVE	NEW ULM MN 56073
GIESEKE MELISSA D	47947 370TH ST	NICOLLET MN 56074
GROEBNER MICHAEL TED & DIANE C GROEBNER	57782 FORT RD	NEW ULM MN 56073
GUGGISBERG FRANK H	39917 STATE HWY 15	NEW ULM MN 56073
JOHNSON BRIAN T LIVING TRUST	57842 FORT RD	NEW ULM MN 56073
JOHNSON DYLAN A & CRYSTAL JOHNSON	57783 FORT RD	NEW ULM MN 56073
KLOSSNER WATER ASSOC INC	57832 FORT RD	NEW ULM MN 56073
KOOP COREY T	57613 FORT RD	NEW ULM MN 56073
KUCK HANNAH E	40200 577TH LN	NEW ULM MN 56073
LAFAYETTE TOWNSHIP	60054 398TH ST	NEW ULM MN 56073
LIESENFELD DAVID A	57824 FORT RD	NEW ULM MN 56073
MARTENS MICHAEL G	40247 577TH LN	NEW ULM MN 56073
MARTENS MICHAEL H & JUDITH A MARTENS	48113 232ND ST	NEW ULM MN 56073-5258
MEYER BRUCE H	7420 CHIPPEWA TRL	CHANHASSEN MN 55317
MEYER JOHN F & CAROLYN T MEYER	57653 FORT RD	NEW ULM MN 56073
MOLDAN ANDREW G & KITA S MOLDAN	57759 FORT RD	NEW ULM MN 56073
MUEHLBAUER PAUL L	608 2ND AVE SW	SLEEPY EYE MN 56085
NICOLLET (COUNTY OF)	501 S MINNESOTA AVE	SAINT PETER MN 56082-2507
OLSEN LEON	819 N FRANKLIN ST	NEW ULM MN 56073
PREISINGER NETTIE L - LE	1445 CHERRY ST	NEW ULM MN 56073
REDING JOHN & LUANN REDING	57832 FORT RD	NEW ULM MN 56073
RIES KAREN DISCLAIMER TRUST	15135 COUNTY RD 102	NEW ULM MN 56073
ROBERTS LUANN L & BRIAN T JOHNSON	57837 FORT RD	NEW ULM MN 56073
SCHWERMANN CARL D	40511 581ST AVE	NEW ULM MN 56073
STATE OF MINNESOTA	MAIL STATION 3340	SAINT PAUL MN 55146
SWANSON-CULLEN CARLA	57773 FORT RD	NEW ULM MN 56073
UNITED FARMERS COOPERATIVE	PO BOX 461	WINTHROP MN 55396
UNITED FARMERS COOPERATIVE	705 E 4TH ST PO BOX 461	WINTHROP MN 55396
WAIBEL MARY J	45438 541ST ST	COURTLAND MN 56021
WAYNE WELS- LAFAYETTE TOWNSHIP	60054 398TH ST	NEW ULM MN 56073
WENNINGER LESLIE	57688 412TH ST	NEW ULM MN 56073-9351
WENNINGER LESLIE & JAMI WENNINGER	57688 412TH ST	NEW ULM MN 56073
WETZEL KENNETH H & NANCY J WETZEL	40314 STATE HIGHWAY 15	NEW ULM MN 56073

ATTACHMENT I
Neighbor Notification List



CONDITIONAL USE PERMIT

GRAIN BIN AND SUPPORT STRUCTURES OVER 100 FEET IN HEIGHT

**Jason Tews /
United Farmers Cooperative**

PLN24-15

NICOLLET COUNTY PLANNING & ZONING ADVISORY COMMISSION

SUBJECT	Grain bin & support structures over 100 feet in height PLN24-15
APPLICANT	Jason Tews with United Farmers Cooperative
LANDOWNER	United Farmers Cooperative
LOCATION	Part of Eastern ½ of Northwest ¼, Section 3-110-39 in Lafayette Township
PARCEL NO	06.103.0400, 06.103.0300, 06.103.0210, 06.103.0905, 06.103.0915
EXISTING ZONING	Limited Industry
HEARING DATE	10/21/2024
COUNTY BOARD DATE	11/12/2024
60 DAYS FROM REQUEST	12/02/2024

REQUEST

Jason Tews with United Farmers Cooperative (UFC) is requesting a Conditional Use Permit to construct a structure over 100 feet in height in the Limited Industry Zoning District.

ORDINANCE

Structures in the Limited Industry Zoning District of more than 100 feet in height require a conditional use permit per Nicollet County Zoning Ordinance 680.3 (12).

EXISTING LAND USE

The 12.4-acre property is located in Klossner. The two easternmost parcels along Minnesota Highway 15 include existing grain bins of various sizes, grain legs, a livestock feed store, and a corn bunker. Two southeastern parcels west of 577th Lane are currently vacant and formerly included homes. The northwestern parcel west of 577th Lane is currently cropland.

SURROUNDING LAND USE

The surrounding land use is a mix of agricultural, industrial, and residential. Residential properties lie to the south of the UFC parcels on both the north and south sides of County Road 5, as well as to the southeast of the intersection of County Road 5 and Minnesota State Highway 15. Other areas of industrial zoning include the site of the Lafayette Township Hall, as well as Cenex Station with liquid propane storage tanks farther south along the state highway. Surrounding areas mostly contain fields of row crops.

PROJECT DESCRIPTION

UFC presently owns parcels 06.103.0400, 06.103.0300, 06.103.0210, 06.103.0905, and 06.103.0915 in the Klossner town site. They are proposing to build a new office, shop, access driveway, grain bin, as well as supporting grain leg structures. This will allow UFC to close its grain elevator in Lafayette and consolidate operations at the Klossner site. To construct the new access driveway, the applicant is also planning to demolish all but the southernmost section of its existing corn bunker. The conditional use permit hearing pertains to the proposed grain bin and grain legs as these would be greater than 100 feet in height. The new grain bin is proposed to be 125 feet in height, while the supporting grain legs are proposed to be 155 feet in height. UFC is also proposing two future grain bins, but these are not part of the current proposal.

Lighting:

Some lighting will be present on the bridge of the grain leg structures but no major lighting is proposed for the surface of the bin itself. The Federal Aviation Administration (FAA) does not have lighting requirements for structures of less than 200 feet.

Safety:

The Federal Aviation Administration does not require official notification for structures of less than 200 feet. The airport is also outside of any kind of FAA notification zone or Minnesota Airport Influence Area as the New Ulm Municipal Airport is nearly five miles distant to the southwest so it should have no impact on aircraft.

Access:

The northeastern parcel of the property currently has two access points along State Highway 15. The applicant plans to consolidate these into a new access point at the northern end of the property. The Minnesota Department of Transportation (MnDOT) has been coordinating with the applicant regarding these plans.

Septic System:

Section 735.8(2.C.i.i.) of the Zoning Ordinance requires a compliance inspection of onsite sewage treatment systems for conditional use and variance requests. The septic system for parcels 06.103.0915 & 06.103.0905 was certified for compliance on May 22, 2023. Another septic system from a former residence exists on parcel 06.103.0400, and must be formally abandoned before construction begins.

Setbacks:

Structures in the Limited Industry Zoning District are required to maintain a 50-foot setback from property lines that abut residential or agricultural zoning districts. The site plan shows that the bin will maintain a 50-foot setback from the nearest property line. The future grain bins do not meet zoning district setbacks as depicted in the site plan, and are not permitted as part of this Conditional

Use Permit request.

Signage:

The use of any portion of a tower for signs (other than warning or equipment information signs) is prohibited. MnDOT had previously expressed concerns with a billboard onsite regarding sightlines. However, it appears that the billboard has already been removed.

NEIGHBOR NOTIFICATION

Property owners were notified of the request per the standards of Section 505 of the Zoning Ordinance and Minnesota State Statute 394.26.

MNDOT COMMENT

MNDOT advised they were aware and supportive of the project associated with the rezoning request. The MNDOT Access Committee's support of the project is contingent on the following conditions being met:

- A 400-foot full-width right turn lane with a 180-foot taper at 1:15 will be required at the applicant's expense. Engineering plans developed by a Minnesota licensed civil engineer will need to be submitted for review along with the permit application for the required turn lane.
- The project consultant will need to have the existing road conditions bored and cored to determine material needs for the turn lane. The District 7 Materials Engineer recommends boring both the existing roadway shoulder and in the area of the toe of the existing in slope. He suggested that the toe of slope boring be close to the proposed entrance location, and that the shoulder boring be closer to the northern part of the turn lane construction.
- The project developer needs to make sure the existing drainage patterns are perpetuated and do not cause ponding within the right-of-way. The MnDOT Drainage Manual identifies the minimum entrance culvert pipe diameter as 15 inches.

REVIEW

The granting of a conditional use permit from Sections 603 and 736 of the Zoning Ordinance would seem to meet the necessary requirements set forth in Section 505.1 "Criteria for Granting Conditional Use Permits".

CRITERIA FOR GRANTING A CONDITIONAL USE PERMIT

1. **Given the nature of the land, the requested use is compatible with the general welfare, public health and safety.**
 - Structures of more than 100 feet in height are a conditional use in the Limited Industry District.
 - Grain processing, wholesale, and warehousing activities are all permitted uses within the Limited Industry District.

- The proposal represents an expansion of an existing use rather than an entirely new use.
- The property already contains grain bins and grain leg structures.
- The grain-handling operation is typical of others within Nicollet County town sites, such as the Ag Partners facility in Traverse.
- The operation meets the standards of Section 608 of the Nicollet County Zoning Ordinance for structures in the Limited Industry District.
- The proposed structures do not pose a threat to aviation safety as their height is below 200 feet and they are not located near an airport facility.
- The overall project may improve safety along Minnesota State Highway 15 by consolidating turn lanes and moving access away from the nearest intersection's functional zone.

2. The requested use will not create an unreasonably excessive burden on the existing roads or utilities.

- Access to the east is via State Highway 15, which is a 10-ton route, which can handle 20,000 pounds per axle.
- Access to the south is via County Road 5, which is also a ton-ton route.
- MnDOT has not expressed concerns about new traffic being generated by the expanded operations.
- Klossner already has the utility infrastructure necessary for the existing UFC operations.

3. The requested use is compatible with the surrounding area and will not significantly depreciate nearby properties.

- The grain bin will meet the 50-foot required setback wherever the Limited Industry Zoning District abuts residential and agricultural zoning districts.
- The proposal is for an expansion rather than an entirely new use.
- The grain legs of the existing facility are already 155 feet in height, so the proposal will not add structures taller than those which already exist.
- The tallest current bin is already 92 feet in height, so the new bin is only slightly more than 30 feet taller.
- The new bin will not have major illumination.
- The surrounding town site includes other parcels that belong to the Limited Industry Zoning District, including another UFC operation with a Cenex station.
- The Limited Industry District allows uses that are suitable for close proximity to non-industrial uses.

4. The structure and the use shall have an appearance that will not have an unreasonably adverse effect on nearby properties.

- The grain bin will meet the 50-foot required setback wherever the Limited Industry Zoning

District abuts residential and agricultural zoning districts.

- The proposal is for an expansion rather than an entirely new use.
- The grain legs of the existing facility are already 155 feet in height, so the proposal will not add structures taller than those which already exist.
- The tallest current bin is already 92 feet in height, so the new bin is only slightly more than 30 feet taller.
- The new bin will not have major illumination.
- The Limited Industry District allows uses that are suitable for close proximity to non-industrial uses.

5. The requested use is consistent with the Nicolet County Land Use Ordinances.

- The operation meets the standards of Section 608 of the Nicolet County Zoning Ordinance for structures in the Limited Industry District.
- The request appears to meet the standards of Section 505 of the Zoning Ordinance, pertaining to the approval and issuance of conditional use permits.

6. The requested use is not in conflict with the Nicolet County Comprehensive Plan.

- The Nicolet County Comprehensive Plan calls for sustainable agricultural practices to ensure the longevity of agriculture as a land use and viable economic activity in the county.
 - The rezoning would create the potential for expansion of a facility that provides agronomy products and services to farms in the region.
- The Nicolet County Comprehensive Plan calls for the county to ensure that land is used in the most appropriate manner by minimizing conflicts between land uses.
 - The project minimizes land use conflicts by meeting applicable setbacks and locating in an area already used for grain processing.
 - The project helps reduce sprawl and preserve farmland by enlarging an existing use rather than building on a wholly new site.

7. The requested use will not create an unreasonably adverse effect because of noise, odor, glare, or general unsightliness, for nearby property owners.

- The proposed structures will not be taller than the tallest existing structures.
- The proposed expansion will be in keeping with the current use of the site.
- The new bin will not have illumination on its sides.
- The Limited Industry District allows uses that are suitable for close proximity to non-industrial uses, and which do not pose major problems of air pollution, noise, or vibrations.

8. The requested use is reasonably related to the existing land use and environment.

- The new bin is located in the Limited Industry Zoning District, which allows for grain

processing as a permitted use, and structures over 100 feet as a conditional use.

- The proposal represents an expansion of an existing use rather than a new use.
- The new bin meets the required setbacks of its zoning districts.
- Nearby properties also fall into the Limited Industry Zoning District and contain industrial uses.
- The expansion of a grain processing facility helps support the surrounding agricultural land uses.

9. There are no apparent unreasonable health risks posed to neighbors or the public in general.

- The proposed bin and supporting structures do not pose a risk to aviation as they are under 200 feet in height and nearly five miles from the nearest airport.
- The Limited Industry District allows uses that are suitable for close proximity to non-industrial uses, and which do not pose major problems of air pollution, noise, or vibrations.
- The consolidation of access points and distance of the new access from the nearest intersection may improve road safety.
- MnDOT did not express concerns about increases in traffic.

10. The requested use will/will not have an adverse effect upon public health, safety, and welfare due to the following other factors:

- The request is proposed to conform with the standards of the Limited Industry Zoning District and does not appear to present any adverse effects to public, health, safety, and welfare.

RECOMMENDATIONS

Staff suggests that if the request is recommended for approval, the following conditions be attached:

1. The applicant undertakes the project according to the plans and specifications submitted to the county with the application.
2. The county may enter onto the premises at reasonable times and in a reasonable manner ensure the permit holder is in compliance with the conditions and all other applicable statutes, rules, and ordinances.
3. The applicant must apply for a zoning permit before beginning construction on any new facilities
4. The zoning permit is invalid if the holder has not substantially completed the structure within the period of time allowed on the zoning permit connected with this conditional use permit.
5. The applicant must record the final plat for “UFC Addition” to formally eliminate lot lines before applying for the zoning permit.
6. The applicant must submit an abandonment form completed by a licensed installer for the septic system on parcel 06.103.0400 before applying for the zoning permit.
7. The applicant must submit a driveway/access permit from the Minnesota Department of Transportation before beginning work on the new driveway and access location.
8. The use of any portion of the bin for signs, other than warning or equipment information signage, is prohibited.
9. This conditional use permit only applies to the “middle bin” as depicted in the site plan and does not include either “future bin”.

Applicant: Jason Tews with United Farmers Cooperative
Landowner: United Farmers Cooperative

PLN24-15

ATTACHMENT A	Application
ATTACHMENT B	Location Map
ATTACHMENT C	Site Map
ATTACHMENT D	Survey
ATTACHMENT E	Site Plans
ATTACHMENT F	Site Photographs
ATTACHMENT G	Neighbor Notification List
ATTACHMENT H	Criteria for Conditional Use Permit



PROPERTY SERVICES DIVISION
501 S MINNESOTA AVENUE, SAINT PETER, MN 56082
507-934-7070

PLANNING & ZONING ADVISORY COMMISSION APPLICATION

TOTAL FEES: \$496.00

Parcel#: 06.103.0400 & 06.103.0300

Permit#: PLN24-15

Date: N/A

Applicant: Jason Tews with United Farmers Cooperative

Telephone: 507-232-1020

Owner: UNITED FARMERS COOPERATIVE

Property Address: 40150 577TH LN, NEW ULM, MN 56073

Abbreviated Legal Description: SUB LOT B OF E 1/2 OF NW 1/4 & LOT A OF NE 1/4 NW 1/4

Township: Lafayette Township

Zoning District(s): LIMITED INDUSTRY

Hearing Date: Monday, September 16, 2024

Record Type: Conditional Use Permit

Subtype: New

Category: Ag Crop Storage Building

Description: GRAIN BIN AND SUPPORT STRUCTURES OVER 100' IN HEIGHT

ATTACHMENT A
Application

Copies of the meeting agenda and packet are available on the Nicollet County website: co.nicollet.mn.us/AgendaCenter

Questions regarding the hearing can be directed to:

John Zehnder

Phone: 507-934-7076

Email: John.Zehnder@co.nicollet.mn.us

Jason Tews
Jason Tews (Oct 3, 2024 14:01 CDT)

APPLICANT SIGNATURE

Oct 3, 2024

DATE

PROPERTY SERVICES

10/2/24

DATE

PLN24-15 Permit Invoice Receipt - unsigned

Final Audit Report

2024-10-03

Created:	2024-10-02
By:	John Zehnder (John.Zehnder@co.nicollet.mn.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAcX0f6MldAgTnRfzizWJNBV0CVOQo2Ins

"PLN24-15 Permit Invoice Receipt - unsigned" History

-  Document created by John Zehnder (John.Zehnder@co.nicollet.mn.us)
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-  Document emailed to jason.tews@ufcmn.com for signature
2024-10-02 - 9:07:04 PM GMT
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-  Signer jason.tews@ufcmn.com entered name at signing as Jason Tews
2024-10-03 - 7:01:10 PM GMT - IP address: 140.190.7.4
-  Document e-signed by Jason Tews (jason.tews@ufcmn.com)
Signature Date: 2024-10-03 - 7:01:12 PM GMT - Time Source: server- IP address: 140.190.7.4
-  Agreement completed.
2024-10-03 - 7:01:12 PM GMT



PROJECT DESCRIPTION

APPLICANT NAME: United Farmers Cooperative

DATE: 6/21/24

REQUEST: Grain Bin Conditional Use Permit - Klossner

Please describe the specific details related to your request. If your request is approved, you will be held to the plans and specifications submitted to the County with your application.

United Farmers Cooperative ("UFC") seeks to install a 105' diameter grain bin that is 125 feet in height ("Grain Bins") and support structures that are 155 feet in height at its facility located at 40137 577th Lane, New Ulm("Location") as indicated on the site plan submitted in conjunction with this request. Since the Grain Bins exceed 100 feet in height, a Conditional Use Permit is required.



CONDITIONAL USE PERMIT APPLICANT QUESTIONNAIRE

APPLICANT NAME: United Farmers Cooperative

DATE: 6/21/24

REQUEST: Grain Bin Conditional Use Permit - Klossner

In granting a conditional use permit, the County Board shall consider the advice and recommendation of the Planning Commission and the effect of the proposed use upon the health, safety, morals, and general welfare of the community. Among other things, the County Board shall make the following findings where applicable.

WHY DO YOU FEEL THE REQUESTS MEETS THE FOLLOWING CRITERIA?

1. Given the nature of the land, the requested use is compatible with public health, safety, and general welfare.

The requested use is compatible with public health, safety, and general welfare. First, the proposed use is allowed by the County Zoning Ordinance. Also, the Location has already been used as a grain storage facility with several grain bins for many years without complaint. The installation of additional grain bins will not increase pollution, noise, vibrations or any other problem. The proposed use will be beneficial in many respects. The proposed project, along with additional changes being made in conjunction, will provide additional grain storage to UFC and UFC's members and customers in the area, reduce traffic through consolidation of operations.

2. The requested use will not create an unreasonably excessive burden on the existing roads or other utilities.

Installing the Grain Bin at the Location is part of a consolidation of UFC's operations in the area which includes closing UFC's Lafayette elevator and consolidating operations at the Location. This consolidation of operations will reduce the amount of UFC's truck traffic on the roads of Nicollet County. As a

result, there will be fewer total deliveries of grain needed within Nicollet County. Furthermore, UFC seeks the addition of a turn lane on Highway 15 will improve road safety in the area by allowing UFC to keep trucks off of Highway 15 during those periods of time in which the highway sees heavy use. Currently, trucks using the Location must enter and exit Highway 15 amongst high-speed traffic using the highway. The current situation creates dangerous conditions when slow moving trucks must enter Highway 15 while other traffic is travelling at highway speeds. While MNDOT has not given final approval for the installation of a turn lane, they have been very supportive of the proposal. The proposed project will not create an unreasonably excessive burden on the existing roads or other utilities. In fact, the proposed project will reduce the burden on existing roads in Nicollet County. The project will have no effect on other utilities.

UFC is seeking the vacation of a portion of 577th Lane with Lafayette Township and using the vacated road for the proposed project. The road has not yet been vacated.

3. The requested use is compatible with the surrounding area and will not significantly depreciate nearby properties.

The proposed project is compatible with the surrounding area and will not significantly depreciate nearby properties. The Location is already used, in part, as a grain storage facility with multiple grains bins that have been at the Location for many years. The proposed use will not change that. Also, the installation of additional grain bins will not be inconsistent with the area or cause any issues with neighbors. Many of the adjacent properties are owned by UFC. The other adjacent properties are Lafayette Township Hall, a commercial property and one residence that is screened by trees. Given the proposed project is the same as the current use of the Location, the requested use is compatible with the surrounding area and will not significantly depreciate nearby properties.

4. The structure and use shall have an appearance that will not have an unreasonably adverse effect on nearby properties.

The proposed project will not have an unreasonably adverse effect on nearby properties. The Location is already used, in part, as a grain storage facility with several existing grain bins. The proposed use will not change that. Also, the installation of additional grain bins will not be inconsistent with the area or cause

any issues with neighbors. The nearest residential property is screened by trees from the Location.

5. The requested use is consistent with the County Zoning Ordinance.

The Location is zoned as Limited Industry District and UFC is seeking to have its adjacent properties, Parcel ID nos. 06.103.0210, 06.103.0300 and 06.103.0400 rezoned to the Limited Industry District. Zoning and land use restrictions allow governmental entities to ensure land gets used in a way that promotes both the best use of the land and the prosperity, health, and welfare of residents. The official controls at issue for the Limited Industry District allows for use of the property for grain storage as a permitted use. The Location has been used for grain storage for over many years without incident. The Limited Industry District is intended to preclude the operation of “industries that pose problems of air pollution, noise, vibrations, etc.” The use of the Location for the installation of additional grain bins is consistent with the County Zoning Ordinance.

6. The requested use is not in conflict with the Comprehensive Plan.

The Comprehensive Plan recognizes the agricultural heritage of Nicollet County and seeks to preserve agricultural land and encourage sustainable agricultural practices. The proposed installation of the proposed grain bin will allow UFC to better service its customers in the area that will in turn assist in preserving agricultural land and encourage sustainable agricultural practices. Furthermore, the proposed project will reduce traffic in Nicollet County and eventually create safer roadways by the eventual installation of a turn lane on Highway 15 that will make exiting and entry to the Location easier and safer.

7. The requested use will not create an unreasonably adverse effect because of noise, odor, glare, or general unsightliness, for nearby property owners.

The proposed project will not have an unreasonably adverse effect on nearby properties. The Location is already used as a grain storage facility. The proposed use will not change that. Also, the installation of additional grain bins will not create an unreasonably adverse effect because of noise, odor, glare, or general

unsightliness, for nearby property owners. The only residential property adjacent to the Location is screened by trees. There will be no additional noise, odor, glare, or general unsightliness created by the installation of additional grain bins at the Location as it is currently being used for that purpose.

8. The requested use is reasonably related to the existing land use and environment.

The Location is zoned as Limited Industry District and UFC is seeking to have its adjacent properties rezoned to the Limited Industry District. Zoning and land use restrictions allow governmental entities to ensure land gets used in a way that promotes both the best use of the land and the prosperity, health, and welfare of residents. The official controls at issue for the Limited Industry District allows for use of the property for grain storage as a permitted use. The Location has been used as a grain storage facility for many years without incident. The Limited Industry District is intended to preclude the operation of “industries that pose problems of air pollution, noise, vibrations, etc.” The use of the Location for the installation of additional grain bins is not contrary to the official control and is in harmony with the general purpose of the official control. First, the proposed use is allowed by the zoning ordinance. Also, the Location has already been used as a grain storage facility for many years without complaint. The installation of additional grain bins will not increase pollution, noise, vibrations or any other problem. The proposed use will be beneficial in many respects. The proposed project will provide additional access to grain storage for UFC and UFC’s members and customers in the area, reduce traffic and increase traffic safety.

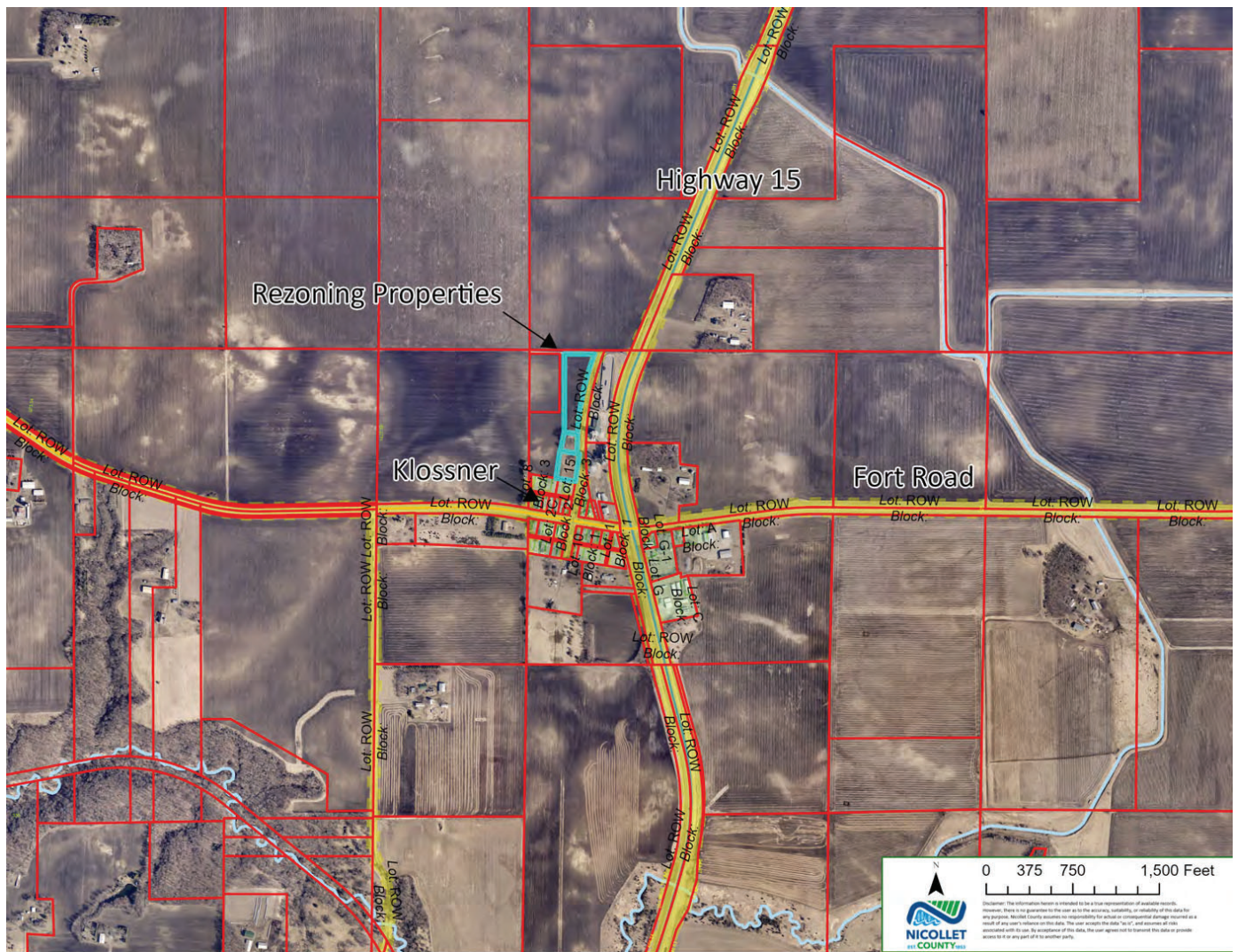
9. There are no apparent unreasonable health risks posed to neighbors or the public in general.

There are no apparent unreasonable health risks posed to neighbors or the public in general by the installation of additional grain bins. The Location has been used as a grain storage facility for many years without incident. In fact, the proposed project will decrease health risks posed to neighbors by the reduction of traffic in Nicollet County and eventually the installation of a turn lane on Highway 15 that will make entering and exiting the Location easier and safer.

10. The requested use will/will not have an adverse effect upon public health, safety, and welfare due to the following other factors.

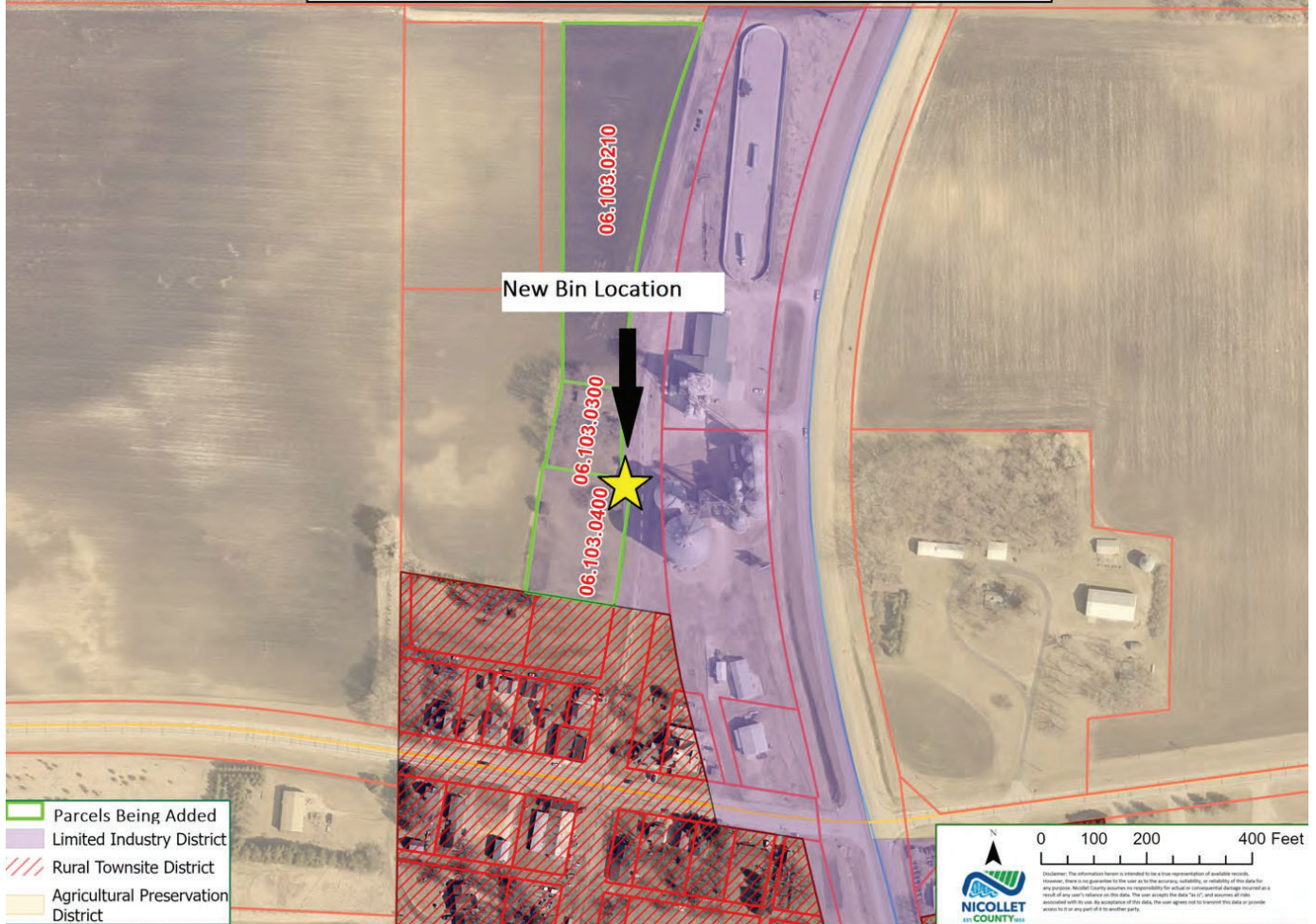
The requested use will not have an adverse effect upon public health, safety, and welfare. The Location is already used for the intended purpose. There have been no incidents or problems with use of the Location as grain storage facility. The proposed project will provide additional access to grain storage for UFC and UFC's members and customers in the area, reduce traffic and improve traffic safety in the area.

A MAJORITY OF THE CUP CRITERIA MUST BE MET IN ORDER FOR THE REQUEST TO BE APPROVED.



ATTACHMENT B
Location Map

UFC Klossner Site Map



ATTACHMENT C Site Map

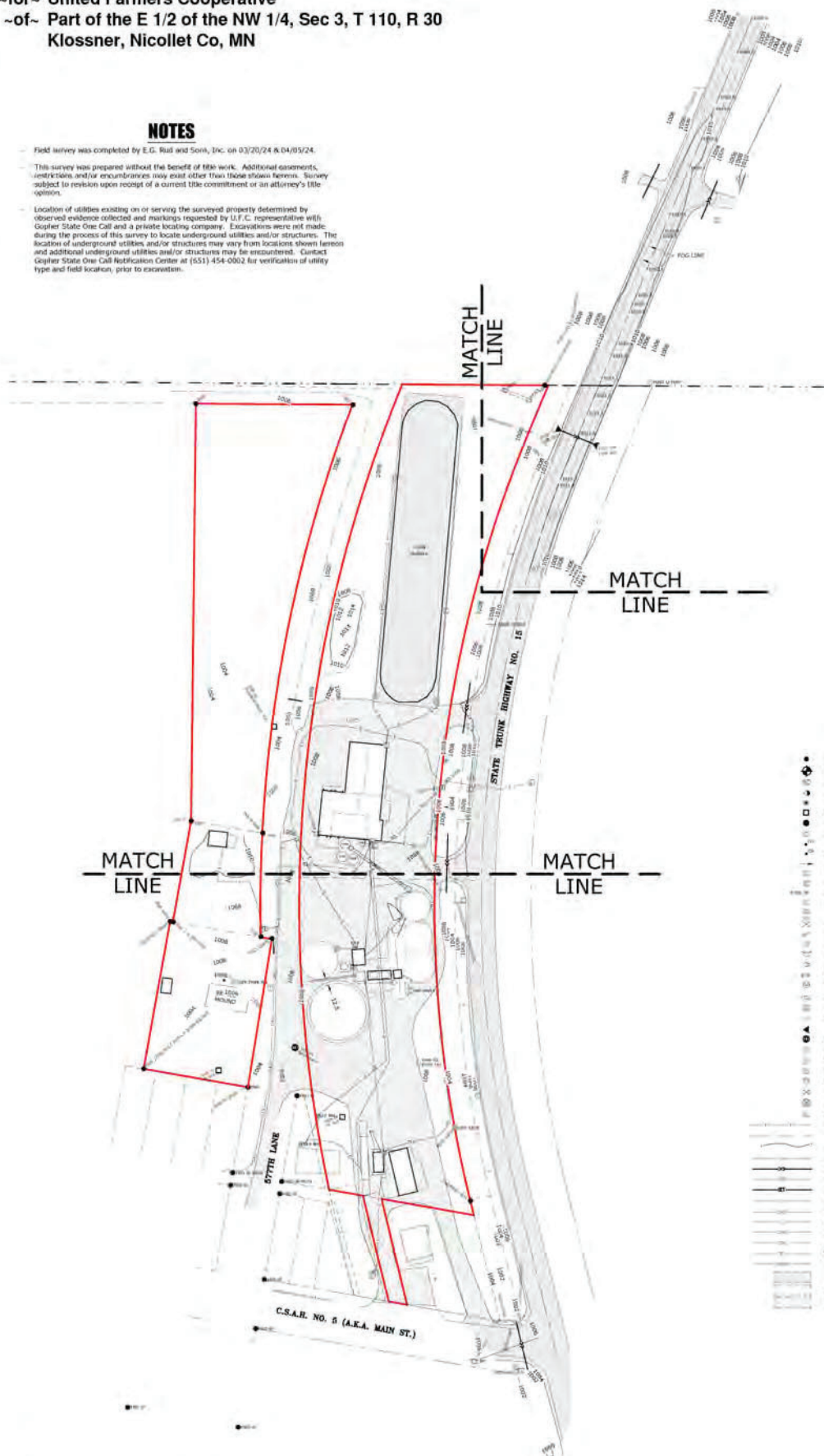
TOPOGRAPHIC SURVEY

~for~ United Farmers Cooperative
~of~ Part of the E 1/2 of the NW 1/4, Sec 3, T 110, R 30
Klossner, Nicollet Co, MN

NOTES

- Field survey was completed by E.G. Rud and Sons, Inc. on 03/20/24 & 04/05/24.
- This survey was prepared without the benefit of title work. Additional easements, restrictions, and/or encumbrances may exist other than those shown herein. Survey subject to revision upon receipt of a current title commitment or an attorney's title opinion.
- Location of utilities existing on or serving the surveyed property determined by observed evidence collected and markings requested by U.F.C. representative with Gopher State One Call and a private locating company. Excavations were not made during the process of this survey to locate underground utilities and/or structures. The location of underground utilities and/or structures may vary from locations shown herein and additional underground utilities and/or structures may be encountered. Contact Gopher State One Call Registration Center at (651) 454-0002 for verification of utility type and field location, prior to excavation.

NORTH



LEGEND

- DENOTES IRON MONUMENT FOUND AS LABELED
- DENOTES NICOLLET COUNTY MONUMENT
- DENOTES AIR CONDITIONING UNIT
- DENOTES BRACE POLE OR GUY POLE
- DENOTES BOLLARD
- DENOTES CATCH BASIN
- DENOTES CATCH BASIN MANHOLE
- DENOTES CABLE PEDestal
- DENOTES CLEAN OUT
- DENOTES CURB STOP
- DENOTES DRAINAGE ARROW
- DENOTES ELECTRICAL BOX
- DENOTES ELECTRICAL MANHOLE
- DENOTES EXISTING SPOT ELEVATION
- DENOTES FIBER OPTIC BOX
- DENOTES GAS METER
- DENOTES GAS VALVE
- DENOTES GUY WIRE
- DENOTES HAND HOLE
- DENOTES HYDRANT
- DENOTES LIGHT POLE
- DENOTES MAILBOX
- DENOTES MISCELLANEOUS MANHOLE
- DENOTES POWER POLE
- DENOTES SANITARY SEWER MANHOLE
- DENOTES SIGN
- DENOTES STORM SEWER APRON
- DENOTES STORM SEWER MANHOLE
- DENOTES TELEPHONE PEDestal
- DENOTES TELEPHONE MANHOLE
- DENOTES UTILITY BOX
- DENOTES WATER SHUT OFF
- DENOTES WATER VALVE
- DENOTES WELL
- DENOTES WET LAND
- DENOTES FENCE
- DENOTES WOOD FENCE
- DENOTES EXISTING CONTOURS
- DENOTES EXISTING SANITARY SEWER
- DENOTES EXISTING STORM SEWER
- DENOTES EXISTING SANITARY SEWER
- DENOTES EXISTING STORM SEWER
- DENOTES EXISTING WATER MAIN
- DENOTES OVERHEAD UTILITY
- DENOTES UNDERGROUND ELECTRIC LINE
- DENOTES UNDERGROUND GAS LINE
- DENOTES UNDERGROUND CABLE LINE
- DENOTES UNDERGROUND TELEPHONE LINE
- DENOTES UNDERGROUND FIBER OPTIC LINE
- DENOTES BITUMINOUS SURFACE
- DENOTES CONCRETE SURFACE
- DENOTES GRAVEL SURFACE

BENCHMARK

Benchmark: MN/DOT 5204 L
Datum: NAVD 83
Elevation: 997.55

ATTACHMENT D
Survey

TOPOGRAPHIC SURVEY

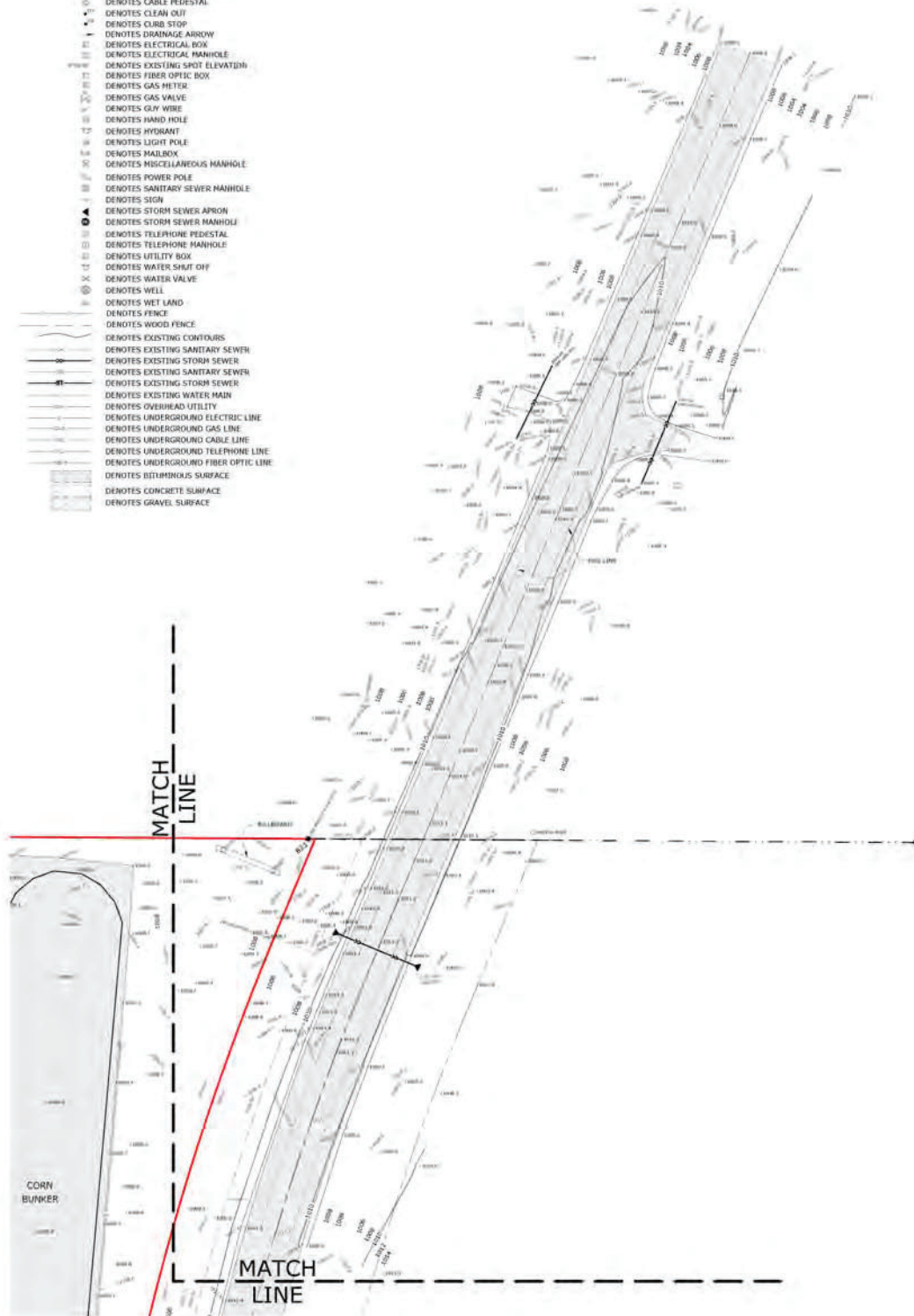
~for~ United Farmers Cooperative

~of~ Part of the E 1/2 of the NW 1/4, Sec 3, T 110, R 30
Klossner, Nicollet Co, MN

LEGEND

- DENOTES IRON MONUMENT FOUND AS LABELED
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- DENOTES UNDERGROUND TELEPHONE LINE
- DENOTES UNDERGROUND FIBER OPTIC LINE
- DENOTES BITUMINOUS SURFACE
- DENOTES CONCRETE SURFACE
- DENOTES GRAVEL SURFACE

NORTH



BENCHMARK

Benchmark: 196/DOF 5204 L
Datum: NAVD 88
Elevation: 997.55



E.G. RUD & SONS, INC.

Professional Land Surveyors
990 5th Ave SE, Suite 2
Hutchinson, MN 55350
Tel. (320) 587-2025

GRAPHIC SCALE

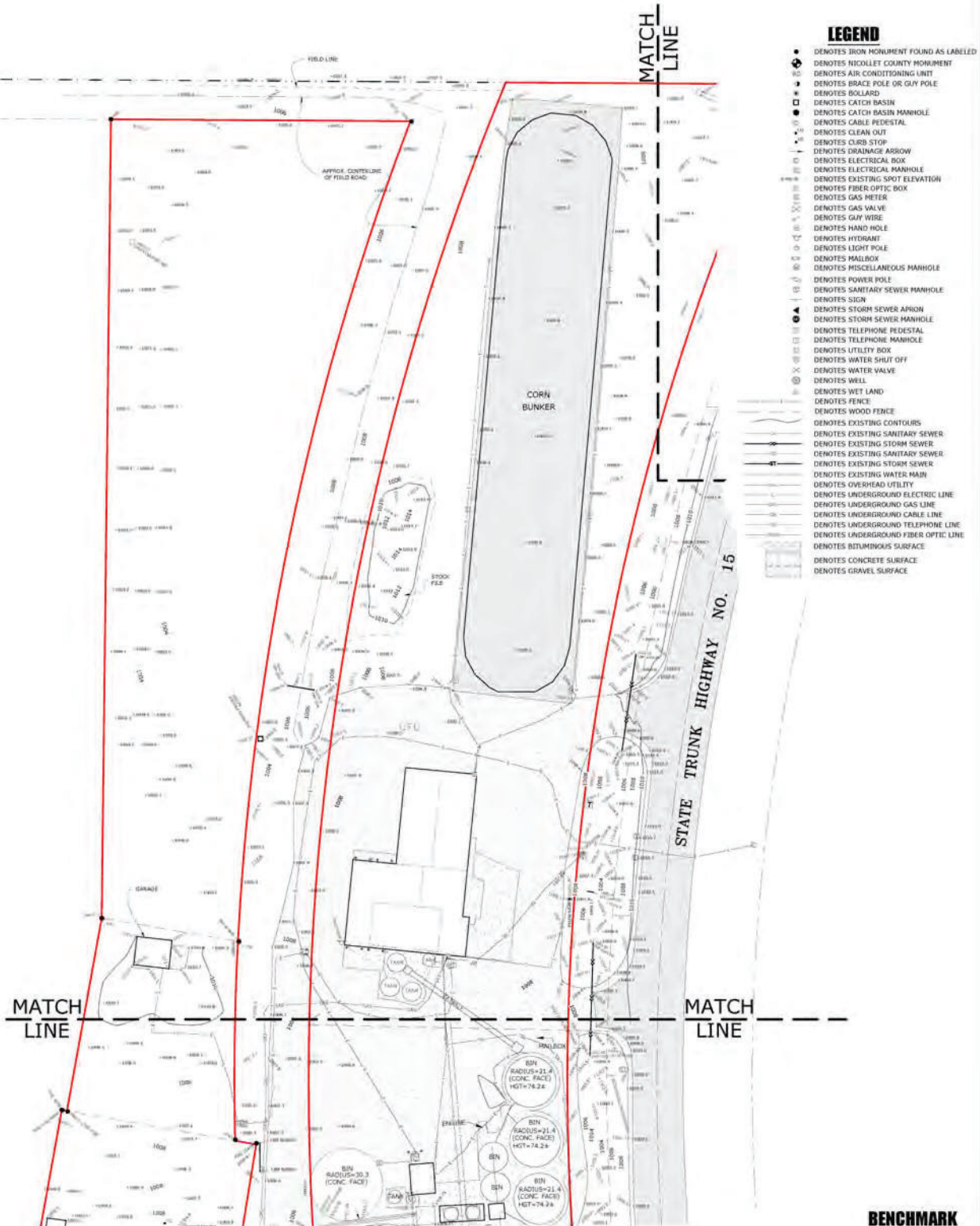


DATE	BY	CHKD	DATE	BY	CHKD

TOPOGRAPHIC SURVEY

~for~ United Farmers Cooperative
~of~ Part of the E 1/2 of the NW 1/4, Sec 3, T 110, R 30
Klossner, Nicollet Co, MN

NORTH

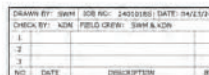
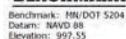


E. G. RUD & SONS, INC.
Professional Land Surveyors
990 5th Ave SE, Suite 2
Hutchinson, MN 55350
Tel. (320) 587-2025



DRAWN BY: SWH	JOB NO: 140510	DATE: 04/23/14
CHECK BY: KDN	FIELD CREW: SWH & KDN	
1		
2		
3		
NO.	DATE	DESCRIPTION
BY		

~for~ United Farmers Cooperative
~of~ Part of the E 1/2 of the NW 1/4, Sec 3, T 110, R 30
Klossner, Nicollet Co, MN







DISPLAYNAME	MAILINGADDR	MAILINGCITYSTATEZIP
ALBACHTEN CHRISTOPHER J & STACIE J ALBACHTEN	57865 FORT RD	NEW ULM MN 56073
ALTMANN HOWARD M	57743 FORT RD	NEW ULM MN 56073
ASLESON DAVID	57849 FORT RD	NEW ULM MN 56073
BARNEY JEANNE	PO BOX 500	NEVADA IA 50201
BEAN BEVERLY J	57731 FORT RD	NEW ULM MN 56073
BERANEK ROGER & PATRICIA BERANEK	39253 625TH AVE	NEW ULM MN 56073
BERANEK ROGER H & PATRICIA	39253 625TH AVE	NEW ULM MN 56073
EISENBACHER DAVID	57644 FORT RD	NEW ULM MN 56073
FIRST METHODIST CHURCH NEW ULM	123 UNKNOWN	UNKNOWN 00000
FLUEGGE JEREMY	41206 541ST AVE	NEW ULM MN 56073
GIESEKE MELISSA D	47947 370TH ST	NICOLLET MN 56074
GROEBNER MICHAEL TED & DIANE C GROEBNER	57782 FORT RD	NEW ULM MN 56073
GUGGISBERG FRANK H	39917 STATE HWY 15	NEW ULM MN 56073
JOHNSON BRIAN T LIVING TRUST	57842 FORT RD	NEW ULM MN 56073
JOHNSON DYLAN A & CRYSTAL JOHNSON	57783 FORT RD	NEW ULM MN 56073
KLOSSNER WATER ASSOC INC	57832 FORT RD	NEW ULM MN 56073
KOOP COREY T	57613 FORT RD	NEW ULM MN 56073
KUCK HANNAH E	40200 577TH LN	NEW ULM MN 56073
LAFAYETTE TOWNSHIP	60054 398TH ST	NEW ULM MN 56073
LIESENFELD DAVID A	57824 FORT RD	NEW ULM MN 56073
MARTENS MICHAEL G	40247 577TH LN	NEW ULM MN 56073
MARTENS MICHAEL H & JUDITH A MARTENS	48113 232ND ST	NEW ULM MN 56073-5258
MEYER BRUCE H	7420 CHIPPEWA TRL	CHANHASSEN MN 55317
MEYER JOHN F & CAROLYN T MEYER	57653 FORT RD	NEW ULM MN 56073
MOLDAN ANDREW G & KITA S MOLDAN	57759 FORT RD	NEW ULM MN 56073
MUEHLBAUER PAUL L	608 2ND AVE SW	SLEEPY EYE MN 56085
NICOLLET (COUNTY OF)	501 S MINNESOTA AVE	SAINT PETER MN 56082-2507
OLSEN LEON	819 N FRANKLIN ST	NEW ULM MN 56073
PREISINGER NETTIE L - LE	1445 CHERRY ST	NEW ULM MN 56073
REDING JOHN & LUANN REDING	57832 FORT RD	NEW ULM MN 56073
RIES KAREN DISCLAIMER TRUST	15135 COUNTY RD 102	NEW ULM MN 56073
ROBERTS LUANN L & BRIAN T JOHNSON	57837 FORT RD	NEW ULM MN 56073
SCHWERMANN CARL D	40511 581ST AVE	NEW ULM MN 56073
STATE OF MINNESOTA	MAIL STATION 3340	SAINT PAUL MN 55146
SWANSON-CULLEN CARLA	57773 FORT RD	NEW ULM MN 56073
UNITED FARMERS COOPERATIVE	PO BOX 461	WINTHROP MN 55396
UNITED FARMERS COOPERATIVE	705 E 4TH ST PO BOX 461	WINTHROP MN 55396
WAIBEL MARY J	45438 541ST ST	COURTLAND MN 56021
WAYNE WELS- LAFAYETTE TOWNSHIP	60054 398TH ST	NEW ULM MN 56073
WENNINGER LESLIE	57688 412TH ST	NEW ULM MN 56073-9351
WENNINGER LESLIE & JAMI WENNINGER	57688 412TH ST	NEW ULM MN 56073
WETZEL KENNETH H & NANCY J WETZEL	40314 STATE HIGHWAY 15	NEW ULM MN 56073

ATTACHMENT G
Mdf ganqMnstb` smKlrs



PLANNING & ZONING ADVISORY COMMISSION CRITERIA FOR GRANTING A CONDITIONAL USE PERMIT

Name of Applicant	Jason Tews, United Farmers Cooperative	Hearing	9/16/2024
Property Owner	United Farmers Cooperative	Continuation	10/21/2024
File	PLN24-15	BOC Meeting	11/12/2024
Request	Grain bin and support structures greater than one-hundred (100) feet in height	Parcel ID	06.103.0300 06.103.0400

FINDINGS OF FACT

Authority for issuance of conditional use permits is derived from Minnesota State Statute §394.301 and Nicollet County Zoning Ordinance, Section 505. The conditional use must maintain the health, safety, morals, and general welfare of the community.

1. Given the nature of the land, the requested use is compatible with the general welfare, public health and safety.

COMMISSIONER	YES	NO	ABSTAIN	ABSENT	REASON
Lloyd Hoffmann	☒	☐	☐	☐	The request is an expansion of a grain handling facility on the premises, and grain processing is a permitted use in this zoning district.
Justin Laven	☒	☐	☐	☐	
Randy Schwab	☐	☐	☐	☒	
Jon Thoreson	☒	☐	☐	☐	
Dave Ubel	☒	☐	☐	☐	
Kurt Zins	☒	☐	☐	☐	

2. The requested use will not create an unreasonably excessive burden on the existing roads or utilities.

COMMISSIONER	YES	NO	ABSTAIN	ABSENT	REASON
Lloyd Hoffmann	☒	☐	☐	☐	MnDOT has no concerns. There are two ten (10) ton roads servicing the facility and Klossner already has utilities in place.
Justin Laven	☒	☐	☐	☐	
Randy Schwab	☐	☐	☐	☒	
Jon Thoreson	☒	☐	☐	☐	
Dave Ubel	☒	☐	☐	☐	
Kurt Zins	☒	☐	☐	☐	

3. The requested use is compatible with the surrounding area and will not significantly depreciate nearby properties.

COMMISSIONER	YES	NO	ABSTAIN	ABSENT	REASON
Lloyd Hoffmann	☒	☐	☐	☐	This site has been used for grain handling for many years. The request allows for an expansion of services, meets setbacks, and is a permitted use in Limited Industry district. There are existing structures one hundred fifty-five (155) feet in height on the property.
Justin Laven	☒	☐	☐	☒	
Randy Schwab	☐	☐	☐	☐	
Jon Thoreson	☒	☐	☐	☐	
Dave Ubel	☒	☐	☐	☐	
Kurt Zins	☒	☐	☐	☐	

4. The structure and the use shall have an appearance that will not have an unreasonably adverse effect on nearby properties.

COMMISSIONER	YES	NO	ABSTAIN	ABSENT	REASON
Lloyd Hoffmann	☒	☐	☐	☐	The structure will have a similar appearance to other structures on the site. The proposal is for an expansion rather than an entirely new use. The new grain bin will not have significant illumination.
Justin Laven	☒	☐	☐	☐	
Randy Schwab	☐	☐	☐	☒	
Jon Thoreson	☒	☐	☐	☐	
Dave Ubel	☒	☐	☐	☐	
Kurt Zins	☒	☐	☐	☐	

5. The requested use is consistent with the Nicollet County Land Use Ordinances.

COMMISSIONER	YES	NO	ABSTAIN	ABSENT	REASON
Lloyd Hoffmann	☒	☐	☐	☐	The requested use meets the standards of sections 608 & 505 of the Nicollet County Zoning Ordinance.
Justin Laven	☒	☐	☐	☐	
Randy Schwab	☐	☐	☐	☒	
Jon Thoreson	☒	☐	☐	☐	
Dave Ubel	☒	☐	☐	☐	
Kurt Zins	☒	☐	☐	☐	

6. The requested use is not in conflict with the Nicollet County Comprehensive Plan.

COMMISSIONER	YES	NO	ABSTAIN	ABSENT	REASON
Lloyd Hoffmann	☒	☐	☐	☐	The request meets the standards of the Comprehensive Plan. This request permits the expansion of a facility which provides products and services to farmers in the region. It also provides jobs and monetary value to the County.
Justin Laven	☒	☐	☐	☐	
Randy Schwab	☐	☐	☐	☒	
Jon Thoreson	☒	☐	☐	☐	
Dave Ubel	☒	☐	☐	☐	
Kurt Zins	☒	☐	☐	☐	

7. The requested use will not create an unreasonably adverse effect because of noise, odor, glare, or general unsightliness, for nearby property owners.

COMMISSIONER	YES	NO	ABSTAIN	ABSENT	REASON
Lloyd Hoffmann	☒	☐	☐	☐	The requested use will conform to the property's existing operations and use on the site. A new bin will not add illumination on the sides, and is strictly an expansion of a current bin site.
Justin Laven	☒	☐	☐	☐	
Randy Schwab	☐	☐	☐	☒	
Jon Thoreson	☒	☐	☐	☐	
Dave Ubel	☒	☐	☐	☐	
Kurt Zins	☒	☐	☐	☐	

8. The requested use is reasonably related to the existing land use and environment.

COMMISSIONER	YES	NO	ABSTAIN	ABSENT	REASON
Lloyd Hoffmann	☒	☐	☐	☐	The requested use will conform to the existing land use, and will help support surrounding agricultural land uses. The request meets all setbacks.
Justin Laven	☒	☐	☐	☐	
Randy Schwab	☐	☐	☐	☒	
Jon Thoreson	☒	☐	☐	☐	

Dave Ubel	☒	☐	☐	☐
Kurt Zins	☒	☐	☐	☐

9. There are no apparent unreasonable health risks posed to neighbors or the public in general.

COMMISSIONER	YES	NO	ABSTAIN	ABSENT	REASON
Lloyd Hoffmann	☒	☐	☐	☐	There seem to be no unreasonable health risks, nor threat to aviation. The consolidation of access points and the new access point to the north side of the property will improve road safety in Klossner.
Justin Laven	☒	☐	☐	☐	
Randy Schwab	☐	☐	☐	☒	
Jon Thoreson	☒	☐	☐	☐	
Dave Ubel	☒	☐	☐	☐	
Kurt Zins	☒	☐	☐	☐	

10. The requested use ☐ WILL ☒ WILL NOT have adverse effect upon public health, safety and welfare due to the following other factors:

COMMISSIONER	YES	NO	ABSTAIN	ABSENT	REASON
Lloyd Hoffmann	☒	☐	☐	☐	There will be no increased adverse effects to health, safety and welfare to the public. This request conforms with all standards of the Limited Industry Zoning District.
Justin Laven	☒	☐	☐	☐	
Randy Schwab	☐	☐	☐	☒	
Jon Thoreson	☒	☐	☐	☐	
Dave Ubel	☒	☐	☐	☐	
Kurt Zins	☒	☐	☐	☐	

THE NICOLLET COUNTY PLANNING AND ZONING ADVISORY COMMISSION

☒ **RECOMMENDS APPROVAL OF REQUEST** ☐ **RECOMMENDS DENIAL OF REQUEST**

THIS DECISION WAS BASED UPON

☒ Application ☐ Site visit ☒ Staff Report ☒ Photographs
☐ Information received at public hearing

SPECIAL CONDITIONS ARE LISTED ON THE RECORDED CONDITIONAL USE PERMIT AND IN THE RECORD.

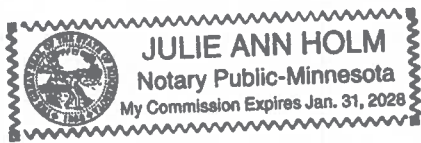
FACTS SUPPORTING THE ANSWER TO EACH QUESTION ABOVE ARE HEREBY CERTIFIED AS THE FINDINGS OF THE NICOLLET COUNTY PLANNING AND ZONING ADVISORY COMMISSION.

Date: 11/5/24 Chair: Dave Ubel

STATE OF MINNESOTA
COUNTY OF NICOLLET

The foregoing instrument was acknowledged before me this 5th day of
November 2024, by Julie Holm.

Notarial stamp or seal



Julie Holm

SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT



09/01/2024 - 09/30/2024 Permit Form

RECORD ID	RECORD TYPE	DESCRIPTION	ADDRESS	OWNER NAME	PARCEL ID
BLD24-82	Wetland Delineation Review	WETLAND DELINEATION REVIEW: WATER SEWER SYSTEM UPGRADE	29/110N/26W, SAINT PETER MN 56082	STATE OF MINNESOTA	19.029.0160
BLD24-74	Structure Permit	21' X 33' WET GRAIN HOLDING BIN AND PLATFORM	40555 511TH AVE, NICOLLET MN 56074	GIESEKE TRUST	03.011.0100
BLD24-75	Structure Permit	17.5' X 17.5' OPEN FRONT SHED	48452 455TH AVE, NICOLLET MN 56074	SHULT JOEL A	09.015.0600
BLD24-76	Structure Permit	16' X 28' SINGLE VEHICLE GARAGE	43938 SPRUCE HAVEN LN, NEW ULM MN 56073	MASRUD KEVIN M & STACEY MASRUD	04.022.0900
BLD24-78	Structure Permit	REPLACEMENT OF TARP SHED WITH 12 X 19' STEEL SHED	34600 358TH ST, SAINT PETER MN 56082	KOTASEK BRENDA L	07.109.0400
BLD24-79	Structure Permit	421 SQ FT ADDITION & 496 SQ FT WRAP-AROUND PORCH & STAIRS	43778 SPRUCE HAVEN LN, NEW ULM, MN 56073	HONSTAD ANGELA & RYAN HONSTAD	04.022.1015
BLD24-80	Structure Permit	18' X 18.5' HOME ADDITION & 18.7' X 8' PORCH	52197 COUNTRYSIDE DR, N. MANKATO MN 56003	WILSON RICHARD E & KATIE L WILSON	01.101.0100
BLD24-81	Structure Permit	56' X 30' MANUFACTURED HOME, 36' X 44' ATTACHED GARAGE, & SIGN, POST, & MAILBOX SUPPORT	48805 387TH LN, ST PETER, MN 56082	HARLAN E OLSON	01.014.2305
SPT24-27	SSTS Permit	REPLACEMENT SEPTIC FOR A 4 BEDROOM HOUSE	38055 STATE HWY 22, ST PETER, MN 56082	SCOTT & JENNIFER ANNEXSTAD	07.029.0400
SPT24-28	SSTS Permit	NEW SYSTEM FOR REPLACEMENT HOUSE	40600 533RD LN, NEW ULM, MN 56073	CHAD & CORY GIESEKE	03.005.0400
SPT24-29	SSTS Permit	REPLACEMENT SEPTIC FOR A 4 BEDROOM HOUSE	43527 COUNTY ROAD 4, NICOLLET, MN 56074	MARVIN & LAURIE KROHN	05.021.0900
SPT24-30	SSTS Permit	REPLACEMENT SEPTIC FOR A 4 BEDROOM HOUSE	61851 ZEMPEL DR, NEW ULM, MN 56073	ROBERT & LORI PIETZ	13.871.0060
SPT24-31	SSTS Permit	TANK REPLACEMENT FOR A 450 GPD MOUND	40339 STATE HIGHWAY 15, NEW ULM, MN 55396	UNITED FARMERS COOPERATIVE	06.541.0020
SPT24-32	SSTS Permit	NEW SEPTIC SYSTEM FOR NEW 4 BEDROOM HOUSE	48805 387TH LN, ST PETER, MN 56082	HARLAN OLSON	01.014.2310
SPT24-34	SSTS Permit	ADDING DRAINFIELD TO HOLDING TANK	49661 350TH ST, LAFAYETTE, MN 56054	MARK LAGARE	02.012.0100
SPT24-35	SSTS Permit	REPLACEMENT SEPTIC SYSTEM FOR A 4 BEDROOM HOUSE	46138 RED OAK DR, NICOLLET, MN 56074	GARY & BONNIE BARRER	09.742.0020

Nicollet County Board of Commissioners

Board Meeting Agenda Item



Agenda Item: Consider MnDOT Intersection Lighting Agreement #1058283 and Resolution		
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: 11/12/2024 Item Type: Regular Agenda (Select One) Attachments: ☒ Yes ☐ No	
County Strategy: Facilities and Space - preserve, maintain and build our assets (Select One)		
BACKGROUND/JUSTIFICATION: MnDOT is planning pavement and culvert improvements to TH 22 from TH 111 to CSAH 20 in 2025. MnDOT has inquired if the County would like to add intersection lighting at TH 22 & CSAH 3 and TH 22 & CSAH 20. The Nicollet County Road Safety Plan from 2012 has identified these two intersections as priority intersections for the installation of intersection lighting systems. Installation of intersection lighting systems have been shown to increase the safety of intersections. Included in the packet is a intersection lighting agreement and resolution for the County Board's consideration. As indicated in the agreement, MnDOT will be responsible for all costs associated with the design and construction of the lighting system with the County being responsible for ownership, operations, maintenance, and electrical energy responsibilities of the lighting system. The County has participated on the installation of intersection lighting systems on past MnDOT construction projects at various Trunk Highway and CSAH intersections throughout Nicollet County.		
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 MnDOT intersection lighting agreement #1058283 and resolution.		
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:	

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
AND
NICOLLET COUNTY
LIGHTING MAINTENANCE
AGREEMENT**

State Project Number (S.P.):	<u>5205-113</u>
Trunk Highway Number (T.H.):	<u>22=022</u>
Lighting Feed Point Number:	<u>County</u>

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and Nicollet County acting through its Board of Commissioners ("County").

Recitals

1. The State will install, in coordination with the County, new Trunk Highway Lighting Systems ("Lighting System") on Trunk Highway No. 22 at County State Aid Highway (C.S.A.H.) No. 20 and at County State Aid Highway No. 3 according to State-prepared typical drawings, standard plates, specifications, and special provisions designated by the State as State Project No. 5205-113 (T.H. 22=022) ("Project"); and
2. The County will provide for the ownership, operation, maintenance, and electrical energy of the new Lighting Systems; and
3. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining, and improving the trunk highway system.

Agreement

1. Term of Agreement; Survival of Terms; Plans; Incorporation of Exhibits

- 1.1. **Effective Date.** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. **Expiration Date.** This Agreement will expire when all obligations have been satisfactorily fulfilled.
- 1.3. **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 3. Maintenance by the County; 6. Liability; Worker Compensation Claims; 9. State Audits; 11. Governing Law; Jurisdiction; Venue; and 13. Force Majeure.
- 1.4. **Typical Drawings, Standard Plates, Specifications, and Special Provisions.** State prepared typical drawings, standard plates, specifications, and special provisions are on file in the office of the County's Engineer and incorporated into this Agreement by reference ("Project Plans").
- 1.5. **Exhibits.** Exhibit "A" (Lighting Maintenance Agreement 1058283 Exhibit A), showing the location of the new Lighting Systems, is attached and incorporated into this Agreement.

2. Construction by the State

- 2.1. **Lighting System Construction.** The State, with its own resources and equipment or by contract, will install new Lighting Systems on T.H. 22 at C.S.A.H. 20 and at C.S.A.H. 3 according to the Project Plans.

- 2.2. Direction, Supervision, and Inspection of Construction.** The State will direct and supervise all Lighting Systems construction activities including final light pole locations. All Lighting Systems construction will be performed according to the Project Plans.

3. Maintenance by the County

Ownership, operation, maintenance, and electrical energy responsibilities will be as follows for the Lighting Systems on T.H. 22 at C.S.A.H. 20 and at C.S.A.H. 3 shown in Exhibit "A".

- 3.1. Power.** The County will pay all monthly electrical service expenses necessary to operate the Lighting Systems.
- 3.2. Lighting System Maintenance.** The County will provide maintenance and ownership of the Lighting System construction. Maintenance of electrical lighting systems includes everything within the system, from the point of attachment to the power source or utility, to the last light on the feed point, including but not limited to re-lamping of lighting units or replacing of LED luminaires, repair or replacement of all damaged luminaire glassware, loose connections, luminaires when damaged or when ballasts fail, photoelectric control on luminaires, defective starter boards or drivers, damaged fuse holders, blown fuses, knocked down poles including wiring within the poles, damaged poles, pullboxes, underground wire, damaged foundations, equipment pad, installation of approved splices or replacement of wires, repair or extending of conduit, lighting cabinet maintenance including photoelectric cell, electrical distribution system, entering into the Gopher State One Call (GSOC) system and preforming locates, and painting of poles and other equipment.
- 3.3. Right-of-Way Access.** The State authorizes the County to enter upon State Right-of-Way to perform the maintenance activities described in this Agreement.
- 3.4. Utility Permit.** After completion of the Lighting System construction, the County will submit to the State's Utility Engineer an original permit application for the new County owned Lighting Systems constructed within the Trunk Highway Right-of-Way. Applications for permits will be made on State form "Application for Utility Permit on Trunk Highway Right-of-Way" (Form 2525).

4. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

- 4.1.** The State's Authorized Representative will be:

Name, Title: Susan Museus, Contract Administrator (or successor)
Address: 2151 Bassett Drive, Mankato, MN 56001
Telephone: 507-304-6100
E-Mail: Susan.Museus@state.mn.us

- 4.2.** The County's Authorized Representative will be:

Name, Title: Seth Greenwood, Public Works Director/County Engineer (or successor)
Address: 1700 Sunrise Drive, St. Peter, MN 56082
Telephone: 507-934-7723
E-Mail: seth.greenwood@co.nicollet.mn.us

5. Assignment; Amendments; Waiver; Contract Complete

- 5.1. Assignment.** No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same

parties who executed and approved this Agreement, or their successors in office. The foregoing does not prohibit the County from contracting with a third party to perform County maintenance responsibilities covered under this Agreement.

- 5.2. 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.
- 5.3. Waiver.** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.
- 5.4. Contract Complete.** This Agreement contains all prior negotiations and agreements between the State and the County. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6. Liability; Worker Compensation Claims

- 6.1.** Each party is responsible for its own acts, omissions, and the results thereof to the extent authorized by law and will not be responsible for the acts, omissions of others, and the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of the County.
- 6.2.** Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.

7. Nondiscrimination

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

8. Title VI/Non-discrimination Assurances

The County agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. If federal funds are included in this Agreement, the County will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. The State may conduct a review of the County's compliance with this provision. The County must cooperate with the State throughout the review process by supplying all requested information and documentation to the State, making County staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by the State.

9. State Audits

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

10. Government Data Practices

The County and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the County 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 County or the State.

11. Governing Law; Jurisdiction; Venue

Minnesota law governs the validity, interpretation, and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

12. Termination; Suspension

12.1. *By Mutual Agreement.* This Agreement may be terminated by mutual agreement of the parties.

12.2. *Suspension.* In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities, and performance of work authorized through this Agreement.

13. Force Majeure

No party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance) if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

[The remainder of this page has been intentionally left blank]

NICOLLET COUNTY

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions, or ordinances.

By: _____

Title: _____ **Nicollet County Board Chair** _____

Date: _____ **11-12-2024** _____

By: _____

Title: _____ **Nicollet County Administrator** _____

Date: _____ **11-12-2024** _____

DEPARTMENT OF TRANSPORTATION

Recommended for Approval:

By: _____
(District Engineer)

Date: _____

Approved:

By: _____
(State Design Engineer)

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
(With Delegated Authority)

Date: _____

INCLUDE COPY OF THE RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

NICOLLET COUNTY

RESOLUTION

IT IS RESOLVED that Nicollet County enter into MnDOT Agreement No. 1058283 with the State of Minnesota, Department of Transportation for the following purposes:

To provide County ownership, operation, and maintenance of Lighting System on Trunk Highway No. 22 at County State Aid Highway No. 20 and at County State Aid Highway No. 3. The contract construction is to be performed under State Project No. 52505-113 (T.H. 22=022).

IT IS FURTHER RESOLVED that the County Administrator and the County Board Chair are authorized to execute the Agreement and any amendments to the Agreement.

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Board of Commissioners of Nicollet County at an authorized meeting held on the 12th day of November, 2024, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to me this _____ day of _____, 2024

Notary Public _____

My Commission Expires _____

(Signature)

Mandy Landkamer

(Type or Print Name)

County Administrator

(Title)

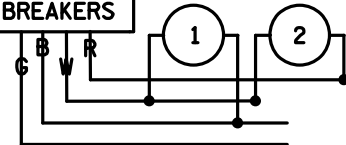
EXHIBIT A
LIGHTING MAINTENANCE
Agreement 1058283
Page 1 of 2

Legend

City ownership and maintenance

FD. PT. A
ST. PETER MUNICIPAL UTILITIES
120/240 VOLT

2 CIRCUIT
BREAKERS



B AND R DENOTE CURRENT CARRYING CONDUCTORS
W DENOTES NEUTRAL CONDUCTOR
G DENOTES GROUND WIRE

LEGEND

- SERVICE CABINET TYPE L1 & PRECAST EQUIPMENT PAD TYPE B
- CAST IN-PLACE LIGHT FOUNDATION DESIGN E AND STAINLESS STEEL LIGHTING UNIT TYPE 9-40 BREAKAWAY
- DIRECT BURIED LIGHTING CABLE 4/C #4 AWG
- DIRECTIONAL BORE 3" NMC AND DIRECT BURIED LIGHTING CABLE 4/C #4 AWG
- PERMANENT GROUND ROD (25 OHMS OR LESS)

CR 20

6075

ST PETER →

LIGHTING SYSTEM A



SCOTT M. THOMPSON
LIC. NO. 46137
DATE: 26-SEP-2024
LICENSED PROFESSIONAL ENGINEER

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

LIGHTING AT TH 22 AND NICOLLET COUNTY
HIGHWAY 20

SP 5205-113

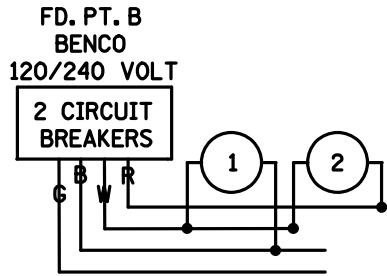
(T.H. 22)

SHEET NO L2

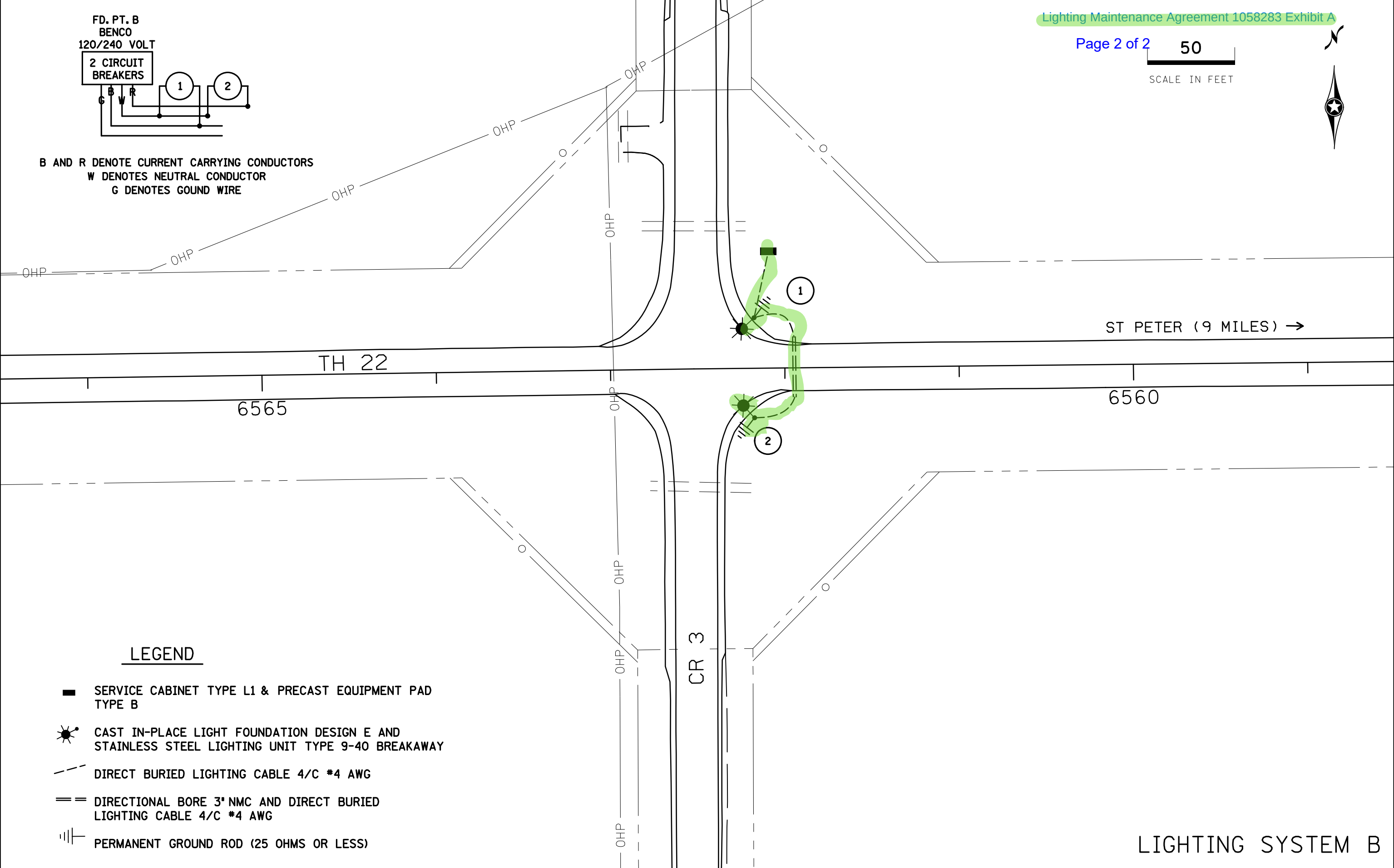
TOTAL SHEETS L3

PLOTTED/REVISED: 26-SEP-2024

PLOT NAME: 5205-113_lighting
PATH & FILENAME: Projects\07_MKO\022\5205\113\Design\PlanSheets\Traffic\5205-113_lighting.dgn



B AND R DENOTE CURRENT CARRYING CONDUCTORS
W DENOTES NEUTRAL CONDUCTOR
G DENOTES GOUND WIRE



LEGEND

- SERVICE CABINET TYPE L1 & PRECAST EQUIPMENT PAD TYPE B
- CAST IN-PLACE LIGHT FOUNDATION DESIGN E AND STAINLESS STEEL LIGHTING UNIT TYPE 9-40 BREAKAWAY
- DIRECT BURIED LIGHTING CABLE 4/C #4 AWG
- DIRECTIONAL BORE 3" NMC AND DIRECT BURIED LIGHTING CABLE 4/C #4 AWG
- PERMANENT GROUND ROD (25 OHMS OR LESS)

LIGHTING SYSTEM B

Nicollet County Board of Commissioners

Board Meeting Agenda Item



Agenda Item: Consider ROW Plat 33 and Acquisition Resolution for SAP 052-606-007		
Primary Originating Division/Dept.: Public Works-Highway Contact: Seth Greenwood, P.E. Title: PWD/County Engineer Amount of Time Requested: 10 minutes Presenter: Seth Greenwood, P.E. Title: PWD/County Engineer	Meeting Date: 11/12/2024 Item Type: Regular Agenda (Select One) Attachments: ☒ Yes ☐ No	
County Strategy: Facilities and Space - preserve, maintain and build our assets (Select One)		
BACKGROUND/JUSTIFICATION: Nicollet County is planning on reconstructing and widening a portion of CSAH 6 (Old TH 14 near N. Mankato) in 2025 from 5,750ft west of CSAH 41 to 200ft west of CSAH 41. This work will require the acquisition of new permanent ROW and temporary construction easements to realign the CSAH 6/409th Ave (Belgrade Twsp Road) intersection to provide a safer intersection. Included in the packet is a Nicollet County ROW Plat No. 33 that graphically identifies the additional permanent ROW and construction easements to construct project SAP 052-606-007. This plat also identifies the ROW ownership interests that were conveyed from MnDOT to Nicollet County when this piece of Old TH 14 was turned back and released to Nicollet County. The ROW ownership interests conveyed to the County involve portions of CSAH 6 and CSAH 41. Also included in the packet is a ROW acquisition resolution that would authorize the purchase of the additional permanent ROW and temporary construction easements needed to construct project SAP 052-606-007. The resolution also authorizes the use of eminent domain to acquire title and possession of the permanent ROW and temporary easements if acquisition by negotiation is unsuccessful.		
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 ROW Plat 33 and resolution to acquire ROW and temporary easements for project SAP 052-606-007.		
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:	

NOT TO SCALE

	RIGHT OF WAY PLAT BOUNDARY LINE
	PROPERTY LINE
	EXISTING RIGHT OF WAY LINE
	NEW TEMPORARY EASEMENT LINE
	SECTION LINE
	QUARTER LINE
	SIXTEENTH LINE
	ACCESS CONTROL

MnDOT Right-of-Way Map 6-84, Parcel 2
MnDOT Right-of-Way Map 6-84, Parcel 3
NICOLLET COUNTY RIGHT OF WAY PLAT NO. 26, Parcel 13E1
NICOLLET COUNTY RIGHT OF WAY PLAT NO. 26, Parcel 33E1

THIS PLAT PREPARED BY STONEBROOKE ENGINEERING, INC.

NICOLLET COUNTY RIGHT OF WAY PLAT NO. 33

C.S.A.H. NO. 6, C.S.A.H. NO. 41, AND 409TH AVENUE

The Board of Commissioners for Nicollet County, Minnesota, did approve Nicollet County Right of Way Plat No. 33 C.S.A.H No. 6 and C.S.A.H No. 41, on this the _____ day of _____, 20____ and is hereby designating the definite location of the Right of Way of County State Aid Highway No. 6 (C.S.A.H 6) and County State Aid Highway No. 41 (C.S.A.H 41). Said highways being located in Section 4, Township 108 North, Range 27 West, Nicollet County, Minnesota.

That portion of said County State Aid Highway No. 6 and County State Aid Highway No. 41 located in Section 4, Township 108 North, Range 27 West, as shown on this plat effected by the County of Nicollet, Department of Public Works is hereby certified to be the official plat of that portion of said County State Aid Highway within said section pursuant to Minnesota Statutes Chapter 160.085 and Chapter 160.14, Subdivision 1.

_____ Date _____
Seth Greenwood, Nicollet County Highway Engineer
Minnesota Registration No. 44184

AND

The foregoing plat was accepted and approved by the Belgrade Township Board, Minnesota at a regular meeting thereof held this _____ day of _____.

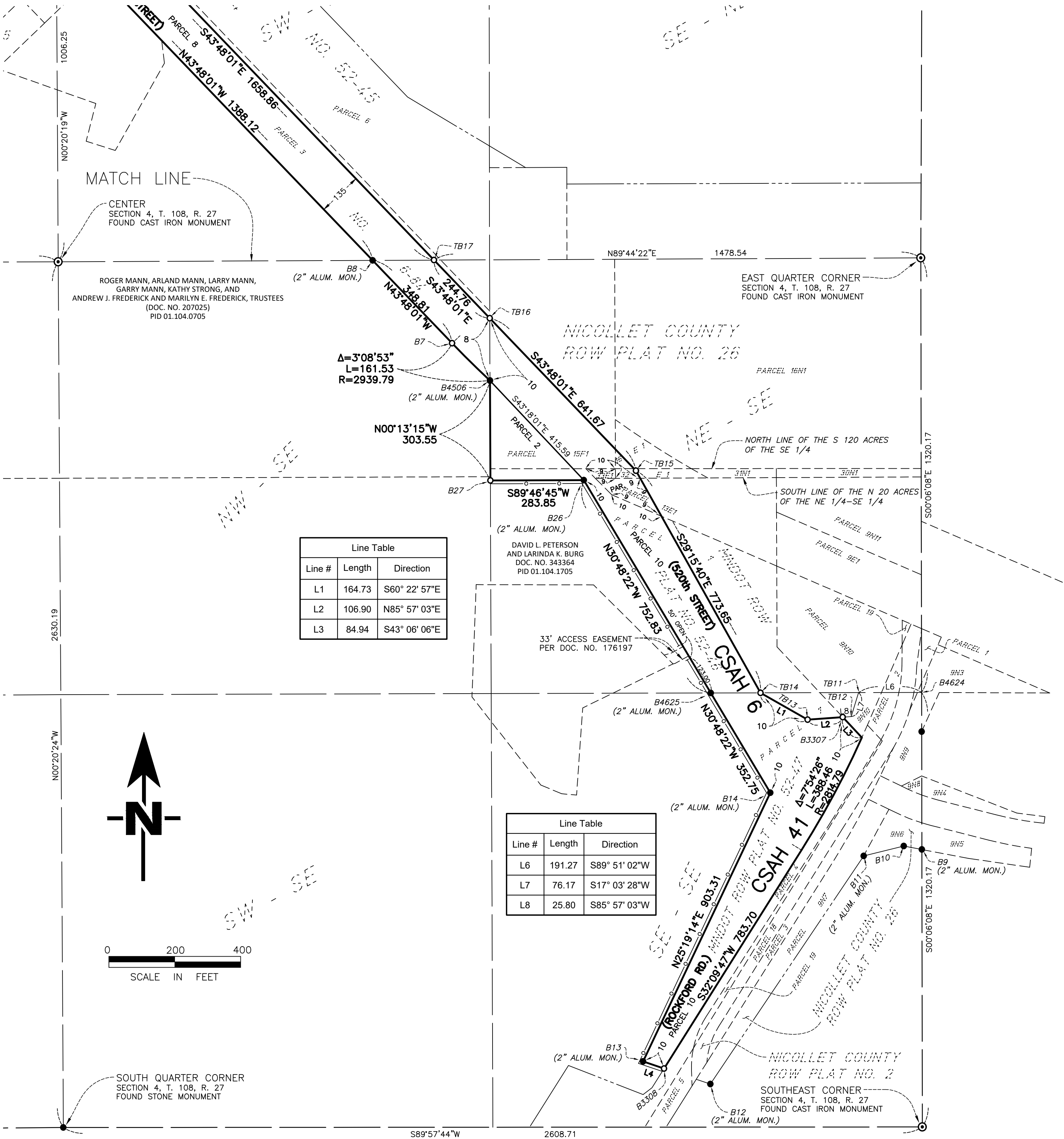
_____ Clerk

I hereby certify that this plat was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the Laws of the State of Minnesota; that monuments for the guidance of future surveys will be correctly placed in the ground as shown after completion of construction; that all measurements are correctly shown on this plat; and the proposed right-of-way boundary lines are correctly designated on this plat.

_____ Minnesota License No. 46534 Date _____
Lance Frost

PARCEL	RECORD OWNER	LOCATION	EXISTING HIGHWAY EASEMENT TO BE ACQUIRED IN FEE AS COUNTY R/W (ACRES)	NEW TOWNSHIP R/W TO BE ACQUIRED IN FEE (ACRES)	EXISTING PRESCRIPTIVE TOWNSHIP R/W TO BE ACQUIRED IN FEE (ACRES)	EXISTING COUNTY R/W OWNED IN FEE (ACRES)	EXISTING HIGHWAY EASEMENT (ACRES)	TEMPORARY EASEMENT (ACRES)
1A	LOE'S OIL CO., INC. (DOC. NO. 202501)	NE 1/4 OF THE NW 1/4 OF SEC 4	1.05	0.29	0.20	0.99	0.31	0.14
1B								
1C								
TE1								
2	NICOLLET COUNTY (DOC. NO. 350296 AND 351382)	NE 1/4 OF THE SE 1/4 OF SEC 4						
3	HARVEY H. LOE AND KAREN K. LOE, TRUSTEES (DOC. NO. 317216)	NE 1/4 OF THE NW 1/4 OF SEC 4					0.31	
4	HARVEY H. LOE AND KAREN K. LOE, TRUSTEES (DOC. NO. 317216)	NE 1/4 OF THE NW 1/4 OF SEC 4					0.45	
5	HARVEY H. LOE AND KAREN K. LOE, TRUSTEES (DOC. NO. 317216)	NE 1/4 OF THE NW 1/4 OF SEC 4					0.20	
6	HARVEY H. LOE AND KAREN K. LOE, TRUSTEES (DOC. NO. 317216)	NE 1/4 OF THE NW 1/4 OF SEC 4					0.20	
7	HARVEY H. LOE AND KAREN K. LOE, TRUSTEES (DOC. NO. 317216)	NE 1/4 OF THE NW 1/4 OF SEC 4					0.12	
8	ROGER MANN, ARLAND MANN, LARRY MANN, GARRY MANN, KATHY STRONG, AND ANDREW J. FREDERICK AND MARILYN E. FREDERICK, TRUSTEES (DOC. NO. 207025)	W 1/2 OF THE NE 1/4, E 1/2 OF THE NW 1/4, N 1/2 OF THE NE 1/4 OF THE SW 1/4, AND THE N 1/2 OF THE NW 1/4 OF THE SE 1/4 OF SEC 4					9.50	
9	DAVID L. PETERSON AND LARINDA K. BURG (DOC. NO. 343364)	SE 1/4 OF SEC 4					0.28	
10	NICOLLET COUNTY (DOC. NO. 350296 AND 351382)	E 1/2 OF THE SE 1/4 OF SEC 4				8.40		
11	NICOLLET COUNTY (DOC. NO. 350296 AND 351382)	NW 1/4 OF THE NW 1/4 OF SEC 4				3.96		

(ALL ABSTRACT PROPERTY)





RESOLUTION AUTHORIZING ACQUISITION OF RIGHT-OF-WAY &
TEMPORARY EASEMENTS
FOR NICOLLET COUNTY HIGHWAY
PROJECT SAP 052-606-007



WHEREAS, the Nicollet County Public Works Department proposes to reconstruct and widen a segment of County State Aid Highway No. 6 from 5,750 feet west of CSAH 41 to 200 feet west of CSAH 41 in Nicollet County, which project is numbered SAP 052-606-007 (hereinafter “Project”); and,

WHEREAS, the Project work consists of grading, base, surfacing, and drainage on said County State Aid Highway No. 6 to provide for the safety of the traveling public; and,

WHEREAS, in addition to the existing easements, certain land and interests therein are required to construct the Project; and,

WHEREAS, the land and interests therein which are needed to construct the Project are described by Nicollet County Right-of-Way Plat No. 33, which is attached hereto (hereinafter “New Right-of-Way”); and,

WHEREAS, the Nicollet County Board of Commissioners desires to begin construction of the Project in 2025; and,

WHEREAS, to begin construction of the Project, the County will require title and possession of the New Right-of-Way prior to the filing of an award by the court appointed commissioners pursuant to the provisions of Minnesota Statute Chapter 117 specifically §117.042;

NOW, THEREFORE, BE IT RESOLVED that the Nicollet County Board of Commissioners hereby authorizes the county highway engineer to proceed to acquire the New Right-of-Way in accordance with Minnesota Statutes.

BE IT FURTHER RESOLVED that the Nicollet County Board of Commissioners hereby authorize the acquisition of the New Right-of-Way that cannot be successfully acquired through negotiation by eminent domain and to take title and possession thereto prior to the filing of an award by the court-appointed commissioners, pursuant to the provisions of Minnesota Statute Chapter 117 specifically §§117.012 and 117.042.

BE IT FURTHER RESOLVED that the Nicollet County Board of Commissioners hereby requests that the Nicollet County attorney file the necessary petition therefore, and to prosecute such action to a successful conclusion or until it is abandoned, dismissed, or terminated by the county of the court.

Dated this 12th day of November, 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: Licensed Law Enforcement Collective Bargaining Agreement for 2025		
Primary Originating Division/Dept.: Human Resources Contact: Kristy Larson Title: HR Director Amount of Time Requested: 5 minutes Presenter: Kristy Larson Title: HR Director	Meeting Date: 11/12/2024 Item Type: Regular Agenda (Select One)	
Attachments: ☐ Yes ☒ No		
County Strategy: Programs and Services - deliver value-added quality services (Select One)		
BACKGROUND/JUSTIFICATION: This portion of the meeting is closed for labor negotiations pursuant to Minnesota Statutes Chapter 13D.03 to discuss the Licensed Union Contract for 2025.		
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 Licensed Law Enforcement Collective Bargaining Agreement for 2025.		
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 = Other (Select One) Total:	

Nicollet County Board of Commissioners

Board Meeting Agenda Item



Agenda Item: Community Corrections Collective Bargaining Agreement 2025		
Primary Originating Division/Dept.: Human Resources Contact: Kristy Larson Title: HR Director Amount of Time Requested: 5 minutes Presenter: Kristy Larson Title: HR Director	Meeting Date: 11/12/2024 Item Type: Regular Agenda (Select One)	
Attachments: ☐ Yes ☒ No		
County Strategy: Programs and Services - deliver value-added quality services (Select One)		
BACKGROUND/JUSTIFICATION: This portion of the meeting is closed for labor negotiations pursuant to Minnesota Statutes Chapter 13D.03 to discuss the Community Corrections Union Contract for 2025.		
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 Community Corrections CBA for 2025.		
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:	



OCTOBER 22, 2024
OFFICIAL PROCEEDINGS OF THE
NICOLLET COUNTY DRAINAGE AUTHORITY

The Nicollet County Drainage Authority met in regular session on Tuesday, October 22, 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 Dranttel to approve the agenda. Carried unanimously.

Consent Agenda

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

- a. October 8, 2024 Drainage Authority Minutes

Carried unanimously.

Public Appearances:

There were no public appearances.

Public Work:

County Ditch 86A Improvement Project

At 9:48 a.m., the Drainage Authority moved into a closed session as permitted under Minn. Stat. §13D.05, Subdivision 3(b), to discuss potential litigation involving the County Ditch 86A Improvement Project. The meeting reopened at 11:02 a.m. and no action was taken. Individuals in attendance during the closed session included Roger Justin, Rinke Noonan Commissioners Terry Morrow, Marie Dranttel, Jack Kolars, Kurt Zins, and Mark Dehen; County Attorney Michelle Zehnder Fischer, PPSD Director Jaci Kopet, Public Works Director/County Engineer Seth Greenwood, Ditch Inspector Nate Henry, and County Administrator Mandy Landkamer.

Consider County Ditch 30A Repair Request

Director Greenwood and Ditch Inspection Henry summarized the January 23, 2024 Repair Request submitted by Joshua Minser and the subsequent inspection and load rating of the bridge to access the Minser property on CD 30-A. The report was prepared by Erickson Engineering.

No action was taken. Staff were directed to contact Mr. Minser to further discuss his repair request and alternatives.

Adjourn

The meeting was adjourned at 11:29 a.m.

TERRY MORROW, CHAIR
BOARD OF COMMISSIONERS

ATTEST:

MANDY LANDKAMER,
CLERK TO THE BOARD