

Board of Commissioners Agenda

December 17, 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. [November 26, 2024 Board Minutes](#)
 - b. [December 5, 2024 Budget and Tax Levy Minutes](#)
 - c. [End of Probations](#)
 - d. [Consider MN Department of Revenue Local Transit Sales and Use Tax Agreement](#)
 - e. [Consider Tri-County Mutual Aid Agreement Renewal](#)
 - f. [Consider Nicollet County State Grant Contract and Trails Association Agreement](#)
 - g. [Consider Public Works Facility Study/Master Planning Phase Agreement Amendment](#)
 - h. [Consider Legal Services Contract January 1, 2025 – December 31, 2025 – Weinandt](#)
 - i. [Consider Legal Services Contract January 1, 2025 – December 31, 2025 – Smith](#)
 - j. Approval of Bills
5. Public Appearances.

9:05 a.m. 6. Health & Human Services

- a. [Consider Provisional Delegation Agreement between the Minnesota Department of Health and Nicollet County Community Health Board](#)
- b. [Consider Position Request: Environmental Health Manager](#)
- c. [Consider Position Request: Statewide Health Improvement Partnership \(SHIP\) Coordinator](#)

9:15 a.m. 7. Finance

PUBLIC HEARING

- a. [Consider the 2025 Capital Improvement Plan and Resolution](#)

9:25 a.m. 8. Administration

- a. [Consider University of Minnesota Memorandum of Agreement 2025 – 2027](#)

9:30 a.m. **PUBLIC HEARING**

- b. [Consider 2025 Fee Schedule and Resolution](#)
- c. [Consider 2025 Elected Officials Compensation and Per Diem Resolution](#)
- d. [Consider 2025 Levy Resolution](#)

Mission Statement

Providing efficient services with innovation and

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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e. [Consider 2025 Budget Resolution](#)

- 9:50 a.m.** 9. Public Works
a. [Consider Warranty Agreement for Project SAP 052-615-025](#)
- 9:55 a.m.** 10. Property Services
a. [Consider Resolution of the AgBMP Low Interest Loan Project – Septic Lien](#)
- 10:00 a.m.** **PUBLIC HEARING**
b. [Consider Cannabis Ordinance and Resolution](#)
- 10:10 a.m.** 11. County Attorney
a. [Consider Delegation Agreements Related to Cannabis Zoning and Land Use:](#)
I. [Bernadotte Township](#)
II. [Brighton Township](#)
III. [Granby Township](#)
IV. [Lafayette Township](#)
V. [Nicollet Township](#)
VI. [Oshawa Township](#)
VII. [West Newton Township](#)
VIII. [New Sweden Township](#)
IX. [Belgrade Township](#)
12. County Attorney Update
13. Chair's Report
14. Commissioner Committee Reports, Meetings & Conferences
15. Approve Per Diems and Expenses
16. Adjourn Board of Commissioners Meeting
- 10:15 a.m.** **Call Drainage Authority Meeting to Order: Chair**
1. Approval of Agenda
2. Approval of Consent Agenda
a. [November 26, 2024 Drainage Authority Minutes](#)
b. [Consider Ditch Repair Reports 24-026 through 24-031 and 24-035](#)
3. Public Appearances
4. Adjourn Drainage Authority Meeting

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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
December 17	8:15 a.m.	Employee Recognition Event	Gov. Center Board Room – St. Peter
Deember 17	9:00 a.m.	County Board of Commissioners Meeting*	Gov. Center Board Room – St. Peter
Deember 17	*Following Board Adjournment	Drainage Authority Meeting**	Gov. Center Board Room – St. Peter
Deember 17	**Following Drainage Authority Meeting	Commissioner Recognition Event	Gov. Center Board Room – St. Peter
Deember 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.(Noon) in Observance of Christmas Eve		
December 25	Offices Closed in Observance of Christmas		
January 1	Offices Closed in Observance of the New Year's Holiday		
January 7	8:30 a.m.	Swearing-In of Newly Elected Officials	Gov. Center Board Room – St. Peter
January 7	9:00 a.m.	County Board of Commissioners Meeting*	Gov. Center Board Room – St. Peter
January 7	*Following Board Adjournment	Drainage Authority Meeting	Gov. Center Board Room – St. Peter
January 17	9:00 a.m.	Nicollet County Legislative Meeting	Gov. Center Board Room – St. Peter
January 20	Offices Closed in Observance of Martin Luther King, Jr. Day Holiday		
January 21	8:15 a.m.	Individual Dept. Head Meeting – Facilities Maintenance	Gov. Center Board Room – St. Peter
January 21	9:00 a.m.	Board Workshop	Gov. Center Board Room – St. Peter
January 28	9:00 a.m.	County Board of Commissioners Meeting	Gov. Center Board Room – St. Peter
January 31	8:00 a.m.	Strategic Planning Session	Gov. Center Board Room – St. Peter

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November 26, 2024
OFFICIAL PROCEEDINGS OF THE
BOARD OF COUNTY COMMISSIONERS

The Nicollet County Board of Commissioners met in regular session on Tuesday, November 26, 2024, at 9:00 a.m. Commissioners Morrow, Dranttel, Kolars, Zins, and Dehen were present at the meeting. County Administrator Mandy Landkamer and County Attorney Michelle Zehnder Fischer were also present.

Approval of Agenda:

Motion by Commissioner Dehen and seconded by Commissioner Zins to approve the agenda. Motion carried unanimously.

Consent Agenda:

1. November 12, 2024 Board Meeting Minutes
2. End of Probations
3. Consider Approval of Tobacco License
4. Approval of Bills
5. Acknowledgement of the Auditor's Warrants and approval of the Commissioner Warrants as presented for the following amounts:
 - a. General Revenue Fund - \$107,840.15
 - b. Road & Bridge Fund - \$92,654.95
 - c. Human Services Fund - \$163,864.05

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

Public Appearances:

There were no public appearances.

Finance:

Consider December 2024 and January 2025 Bill Approval

Director McCormick requested approval of payments on a regular schedule to ensure efficient accounting procedures and to provide timely payment to vendors, employees, providers and warrant distributions.

Motion by Commissioner Kolars and seconded by Commissioner Dehen, to approve the request for regular scheduled payments. Motion carried unanimously.

Property Services:

Set Public Hearing for Cannabis Ordinance

Zoning Specialist Zehnder requested approval to set the public hearing date for December 17, 2024, at 10:00 a.m. concerning the Nicollet County Cannabis Ordinance.

Motion by Commissioner Dehen and seconded by Commissioner Dranttel to approve the public hearing date for December 17, 2024, at 10:00 a.m. Motion carried unanimously.

November 18, 2024 Planning and Zoning Advisory Committee Meeting:

PLN24-18: Registered Land Survey No. 81 – Jeffrey Leonard

Zoning Specialist Zehnder requested approval of the Registered Land Survey No. 81.

The Planning and Zoning Advisory Commission recommended approval of the Registered Land Survey No. 81, subject to the conditions recommended by staff.

Motion by Commissioner Zins and seconded by Commissioner Dranttel to approve the Registered Land Survey No. 81. Motion carried unanimously.

PLN24-19: Modification of Conditional Use Permit – Michaletz Properties, LLC

Zoning Specialist Zehnder requested approval of the modification of the Conditional Use Permit to allow an increased number of special events, an extension of operating hours, and a change in the permitted firearm caliber at the River Ridge Gun Club.

Motion by Commissioner Dehen and seconded by Commissioner Zins to approve the modification of the Conditional Use Permit for Michaletz Properties, LLC. Motion carried unanimously.

Health and Human Services:

Consider County, City, Tribal, and State Health and Human Services Worker Day Proclamation

Director Sassenberg requested approval of the proclamation for County, City, Tribal, and State Health and Human Services Worker Day, to be observed on Wednesday, December 11, 2024.

Motion by Commissioner Kolars and seconded by Commissioner Zins to approve the proclamation for County, City, Tribal, and State Health and Human Services Worker Day for Wednesday, December 11, 2024. Motion carried unanimously.

Consider 2025-2029 Grant Project Agreement: Local Public Health and Foundational Public Health Responsibilities Grants

Director Sassenberg requested approval of the 2025-2029 Grant Project Agreement for the Local Public Health and Foundational Public Health Responsibilities Grant. This agreement is necessary to secure funding to meet the local public health requirements outlined in Minnesota Statutes Chapter 145a.

Motion by Commissioner Dehen and seconded by Commissioner Kolars to approve the 2025-2029 Grant Project Agreement for the Local Public Health and Foundational Public Health Responsibilities Grant. Motion carried unanimously.

Consider Grant Project Agreement: Statewide Health Improvement Partnership

Director Sassenberg requested approval of the 2025 Grant Project Agreement for the Statewide Health Improvement Partnership. As part of the transition to a single-county Community Health Board, Nicollet County must enter into new grant project

agreements with the Minnesota Department of Health for each program area to secure funding for fulfilling the responsibilities of local public health.

Motion by Commissioner Dehen and seconded by Commissioner Dranttel to approve the 2025 Grant Project Agreement for the Statewide Health Improvement Partnership. Motion carried unanimously.

Consider Minnesota Department of Human Services County Grant Contract: Community Support Program.

Director Sassenberg requested approval of the Minnesota Department of Human Services County Grant Contract for the Community Support Program. Health and Human Services uses the Community Support Grant allocation to support the community support program services and otherwise unfunded general case management time for uninsured individuals or those whose insurance does not cover needed services.

Motion by Commissioner Dehen and seconded by Commissioner Dranttel to approve the Minnesota Department of Human Services County Grant Contract for the Community Support Program. Motions carried unanimously.

Consider Grant Project Agreement: Minnesota Special Supplemental Nutrition Program for Women, Infants, and Children.

Director Sassenberg requested approval of the 2025-2026 Grant Project Agreement for the Minnesota Special Supplemental Nutrition Program for Women, Infants, and Children. Health and Human Services uses these funds to support a nutrition and breastfeeding program that helps eligible pregnant women, new moms, babies, and young children with nutrition education, access to nutritious foods, and referrals to other services.

Motion by Commissioner Kolars and seconded by Commissioner Zins to approve the 2025-2026 Grant Project Agreement for the Minnesota Special Supplemental Nutrition Program for Women, Infants, and Children. Motion carried unanimously.

Consider Resolution for the 2025 Nicollet County Community Health Board: Execution of County Contract Agreements.

Director Sassenberg requested approval of the Resolution for the 2025 Nicollet County Community Health Board for the execution of County Contract Agreements. To ensure these agreements are completed efficiently before January 1, 2025, the Director is requesting authorization for the Health and Human Services Director and Chair of the Board of Commissioners to approve and execute these contracts.

Motion by Commissioner Dehen and seconded by Commissioner Zins to approve the Resolution for the 2025 Nicollet County Community Health Board for the execution of County contract Agreements. Motion carried in favor on a roll call vote.

Administration:

Discussion of the Brown-Nicollet Community Health Board

At this time 9:26 a.m., the Board moved to a closed session, pursuant to Minn. Stat. §13D.05, subd. 3(b), a closed meeting of the Nicollet County Board of Commissioners is needed to discuss potential litigation and legal strategy involving the

Elixir Building owned by BNCHB. Commissioners Zins, Dehen, Morrow, Dranttel, and Kolars were in attendance. Health and Human Services Director Sassenberg, County Attorney Zehnder Fischer and County Administrator Landkamer were also present. The meeting was reopened at 9:45 a.m.

Consider a Resolution to Ratify the Disposition of the Brown-Nicollet Community Health Board Real Property Known as the Elixir Building and the Elixir Fund.

County Administrator Landkamer requested the approval of the Resolution to Ratify the Disposition of the Brown-Nicollet Community Health Board Real Property, Known as the Elixir Building and the Elixir Fund.

Motion by Commissioner Kolars and seconded by Commissioner Zins to approve the Resolution to Ratify the Disposition of the Brown-Nicollet Community Health Board Real Property, Known as the Elixir Building and the Elixir Fund. Motion carried in favor on a roll call vote.

Human Resources:

Non-Licensed Law Enforcement Collective Bargaining Agreement for 2025

At this time 9:52 a.m., the Board moved to a closed session, Pursuant to Minn. Stat. §13D.03, a closed meeting of the Nicollet County Board of Commissioners is needed to discuss the Non-Licensed Law Enforcement Collective Bargaining Agreement for 2025. Commissioners Zins, Dehen, Morrow, Dranttel, and Kolars were in attendance. County Attorney Zehnder Fischer, Human Resources Director Larson and County Administrator Landkamer were also present. The meeting was reopened at 9:59 a.m.

Motion by Commissioner Kolars and seconded by Commissioner Zins to approve the Non-Licensed Law Enforcement Collective Bargaining Agreement for 2025. Motion carried unanimously.

County Attorney Update:

Attorney Zehnder Fischer shared that she recently attended the Bridges Out of Poverty event sponsored by the Health and Human Services Department.

Chair's Report:

- Board Workshop
- Tri-County Recycling Meeting
- Newly Elect Commissioner Meeting with Nicole Helget
- Nicollet County Collaborative

Commissioner Committee Reports

The Commissioners reported on various meetings and activities, including:

Commissioner Marie Dranttel

- Board Workshop
- Individual Department Head Meeting
- Region 9 Board Meeting
- Newly Elect Commissioner Meeting with Nicole Helget

- TdS

Commissioner Mark Dehen

- Board Workshop
- EMS Board Meeting
- SHIP Meeting
- Individual Department Head Meeting

Commissioner Jack Kolars

- Diversity Council
- MVAC
- Board Workshop
- Community Ed Board Meeting
- Individual Department Head Meeting

Commissioner Kurt Zins

- Board Workshop
- Individual Department Head Meeting
- Rural Energy Board Meeting

Approve Per Diems and Expenses:

Motion by Commissioner Dehen 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 unanimously.

Adjourn:

The meeting adjourned at 10:09 a.m.

TERRY MORROW, CHAIR
BOARD OF COMMISSIONERS

ATTEST:

MANDY LANDKAMER,
CLERK TO THE BOARD



December 5, 2024
OFFICIAL PROCEEDINGS OF THE
COMMISSIONERS BUDGET & TAX LEVY PUBLIC INPUT MEETING

The Nicollet County Board of Commissioners and County staff met at the Nicollet County Government Center in St. Peter, Minnesota on Thursday, December 5, 2024 at 6:30 p.m. for a public meeting to discuss the 2025 Proposed Nicollet County Budget and Tax Levy. Board Chair Terry Morrow presided over the meeting, and Commissioners Jack Kolars, Marie Dranttel, Mark Dehen and Kurt Zins were present. Also present were County Administrator Mandy Landkamer, Finance Director Heather McCormick, Property & Public Services Director Jaci Kopet, and Recording Secretary Whitney Anderson.

Commissioner Morrow welcomed everyone present and shared that the purpose of the meeting was to address the proposed 2025 Budget and Tax Levy. At that time, he invited those who had questions about their assessed property value to speak with Director Kopet individually.

Administrator Landkamer presented a detailed overview of the proposed 2025 Nicollet County budget and tax levy. The proposed 2025 budget is \$57,352,173 and the proposed tax levy increase is \$27,335,294 (3.5%). She compared historical Nicollet County levy data with current trends. She also provided information on specific budget items that affected the levy, such as increased market costs related to wages, equipment, and services. She shared graphs of County revenues and expenditures and compared the numbers with historical data.

At 6:50 p.m., Chair Morrow opened the meeting for questions and comments.

Lynn Fluegge appeared before the Board to express his concerns about agricultural land and the evaluation process.

Taylor Rudenick appeared before the board to express his concerns regarding how Nicollet County determines land evaluation figures and the process involved.

Director Kopet addressed the process and concerns related to land evaluations. She advised the community to contact the Assessor's office for further information.

Lynn Fluegge made additional comments regarding the explanation of the land evaluation process.

At 7:05 p.m. no further public comments were received and the commenting period was closed.

The Board thanked County Administrator Landkamer and staff for their hard work in gathering and compiling the budget and tax levy proposal information. The final 2025 Budget and Tax Levy will be considered at the County Board meeting on December 17, 2024.

With no further questions or comments, the meeting adjourned at 7:05 p.m.

TERRY MORROW, CHAIR
BOARD OF COMMISSIONERS

ATTEST:

MANDY LANDKAMER,
CLERK TO THE BOARD

Nicollet County Board of Commissioners

Board Meeting Agenda Item



Agenda Item: 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: 12/17/2024 Item Type: Consent Agenda (Select One) Attachments: ☐ Yes ☒ No	
County Strategy: Facilities and Space - preserve, maintain and build our assets (Select One)		
BACKGROUND/JUSTIFICATION: Administration County Administrator Mandy Landkamer has requested the end of probation for Angie Winch, Communications and Engagement Specialist, effective November 27, 2024. Facilities Maintenance Facilities Maintenance Director Cody Johnson has requested the end of probation for Danika Hiniker, Custodian, effective November 22, 2024. Health and Human Services Health and Human Services Director Cassie Sassenberg has requested the end of probation for Wylie Rollings, Administrative Support Technician, effective December 4, 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:		
MN Department of Revenue Local Transit Sales and Use Tax Agreement		
Primary Originating Division/Dept.: Administration	Meeting Date: 12/17/2024	
Contact: Mandy Landkamer Title: County Administrator	Item Type: Consent Agenda (Select One)	
Amount of Time Requested minutes		
Presenter: Title:	Attachments: ☒ Yes ☐ No	
County Strategy: Financial Security - prudent use of taxpayer resources (Select One)		
BACKGROUND/JUSTIFICATION: Consideration of the renewal of the attached agreement with the Minnesota Department of Revenue (DOR) concerning the collection of local transit sales and use tax. A resolution was approved by Nicollet County on July 25, 2017 to impose a 1/2% sales and use tax to fund specific road and bridge projects and transit programs. The current methods of collection are outdated, complex, and inequitable, in addition to the formula is complicated to administer. The agreement includes the changes, as proposed in 2023, to streamline the collection process and payment schedule and transition to a flat rate collection fee.		
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) July 25, 2017		
Approved by County Attorney's Office: ☐ Yes ☐ No ☒ N/A		
ACTION REQUESTED: Approval of the MN Department of Revenue Local Transit Sales and Use Tax agreement.		
FISCAL IMPACT: Other (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	



Agreement Between the Minnesota Department of Revenue and Nicollet County for Collection of a Local Transit Sales and Use Tax

Introduction

This agreement concerns administration of local taxes identified below:

- Nicollet County Transit Sales Tax
- Nicollet County Transit Use Tax

Laws of Minnesota Statute 297A.993 authorizes the above taxes. The taxes are imposed by Nicollet County Resolution adopted July 25, 2017.

Administration, collection, and enforcement

The Department of Revenue (Department) will administer, collect, and enforce the Nicollet County taxes identified in the introduction, as authorized under:

- Minnesota Statutes, section(s) 297A.99, and
- any other governing laws or statutes identified in the introduction

The administration, collection, and enforcement process will follow:

- Minnesota Statutes, Chapters 297A, 289A, and 270C
- Minnesota rules Chapter 8130, and
- Administrative procedures

Local tax administration also includes processing refunds, litigation, and authority to enter into settlement agreements on behalf of Nicollet County. If the local tax revenues collected are not sufficient to cover actions taken, Nicollet County must provide the Department with sufficient funding to process all adjustments.

Nicollet County agrees to update the resolution listed above as needed to remain consistent with current language and definitions used in the governing Minnesota Statutes. Nicollet County further agrees to take corrective action within 90 days if notified by the Department of required resolution language changes. The Department will not enforce or engage in compliance activities for local taxes administered by the Department if any portion of Nicollet County's resolution is not consistent with the governing Minnesota statutes. Local special taxes imposed before 2010 are not subject to this limitation.

Registration of vendors

The Department is responsible for notifying vendors that are registered for state sales and use tax of their obligations to collect and remit Nicollet County taxes covered by this agreement. The Department is also responsible for informing newly registered businesses of their obligations to collect and remit Nicollet County sales and use taxes covered by this agreement.

Accounts registered for state sales and use tax who have a ZIP Code in the Nicollet County tax jurisdiction will be registered for the Nicollet County taxes by the Department. We will mail an

informational notice of registration to these businesses.

Outreach and education

The Department will register and notify all vendors that are currently registered for state sales and use tax and the general public about the Nicollet County taxes by posting a notice on the Department's website (www.revenue.state.mn.us). Other notifications will be made at the time of registration, through the Department's website.

Nicollet County acknowledges that there is no cost-effective way to identify specific vendors located outside the Nicollet County taxing jurisdiction who are required to be registered for Nicollet County taxes. Identification of these vendors will be voluntary by vendor response to general notifications by the Department and through other contacts that the vendor has with the Department or the Streamlined Sales Tax Governing Board's (SSTGB) central registration system.

Publicity

If Nicollet County maintains an official website, it will display (on its main web page) a link to a notice that residents and businesses may reference for more information about the local taxes. Nicollet County will briefly describe the taxes and provide a link to the Department's website (www.revenue.state.mn.us). Also state in the description that local use taxes on purchases of goods and services made outside of the political subdivision that are used in the political subdivision, are subject to local use taxes.

Local governments that bill residents and businesses for utilities must include a notice of the local taxes at least once per year. The notice must include a brief description of both the local sales and use taxes and reference the Department's website link.

Returns and remittance

Vendors will collect and remit Nicollet County taxes covered by this agreement as part of their Minnesota sales and use tax returns, which include simplified electronic returns (SER's) authorized by the SSTGB. Revenues collected by the Department are deposited in the State Treasury and credited to a special account. The Department will draw from this account to recover Department costs as provided in this agreement, and to transmit collections to Nicollet County. Nicollet County will accrue no interest on this amount.

Transmittal of tax

The Department will transmit the taxes reported on returns monthly through the automatic clearinghouse system.

For each month of collection, the Department will transmit taxes reported for that month in one monthly payment. The transmittal will be sent approximately 40 days after month end. The Department retains a fee for administering, collecting, and enforcing the Nicollet County taxes as provided in this agreement. The Department sends notification each month to Nicollet County with the month's sales and use tax collections and the administrative fees deducted.

Reports

Upon request, the Department will provide Nicollet County with a report showing information about taxpayers and the amount of taxes remitted. This report can be requested once per year at no additional cost. Nicollet County must submit a written request via email or US mail. The Department will consider requests for more frequent reports for an additional administrative fee.

Disclosure

Nicollet County understands that any local sales and use tax account information given to it by the Department is subject to the classification and disclosure provisions in Minnesota Statutes, chapters 13 and 270B. Pursuant to Minnesota Statutes, section 270B.12, subdivision 2, such information can only be used to the extent necessary to administer the local sales or use tax.

The Department will provide disclosure training materials to Nicollet County's designated representative. Nicollet County must train any employees with a business need to access not public Minnesota sales and use tax information provided by the Department. All employees who have a business reason to access not public tax information must complete the required training annually. New employees and other users who did not previously have a business reason to access not public tax information must complete the training before they may be granted access it.

Nicollet County must update its disclosure authorization form by December 31 of each year, providing a list of all personnel who are trained and authorized to view not public Minnesota sales and use tax information. If an authorized employee or official no longer needs access to tax information due to a change of duties, separation from employment, or any other reason, it is Nicollet County's obligation to instruct the Department's local tax liaison to terminate access rights for that individual by the start of the next calendar quarter.

Failure to conduct the required disclosure trainings or update the user access list as described above will result in the Department suspending Nicollet County's access to not public Minnesota sales and use tax information until such training is completed.

Inspection of records and audit information

The Department will allow Nicollet County to inspect and audit all data, records, and other information relating to its local sales or use tax, the cost of collecting the tax, and the performance by the Department under this agreement. Nicollet County will submit any requests to inspect the sales or use tax data to the Department in writing, as prescribed by the Department.

Reimbursement of costs

The Department will review its own direct and indirect costs for administering, collecting, and auditing local taxes, and as needed adjust costs accordingly.

For each month of collection, the following calculation of reimbursement for administrative costs will apply.

Minnesota Statutes, section 297A.99, subdivision 11 states the Department shall deduct the direct and indirect costs to administer local taxes. Nicollet County will pay a flat rate of up to 1.0% of sales taxes collected to cover the administration, collection, and auditing of all local sales taxes administered by the Department. If the reimbursement of costs increases, the Department will notify Nicollet County at least 180 days prior to the rate change. An updated agreement is only required when an increase to the flat rate of 1.0% is determined. Any shortfalls or reserves will be managed across years to the extent possible.

Termination of a local tax

The Department will provide a report to Nicollet County after the last month that the tax is in effect. The report will indicate the total amount of Nicollet County taxes, corresponding adjustments made, prior month corrections, and administrative fees retained. In addition, when a tax ends, the Department will work with Nicollet County to determine a reserve amount the Department will retain which will be used as a fund to make adjustments or refunds. Please see the Responsibilities section below for more details. The portion of this fund not used for refunds or adjustments will be transmitted to Nicollet

County at the close of the period of limitations. The account remains open for a period equal to the statute of limitations provided in Minnesota Statutes, section 289A.40, for sales and use tax returns. The account will be reconciled and Nicollet County will be notified of the final settlement.

Responsibilities

When the boundary limits for Nicollet County change, it is the responsibility of Nicollet County to notify and provide the Department with the updated boundary information. The Department will only update the rate calculator and ZIP Code guide upon receiving this information. Minnesota Statute requires that the Department notify vendors of their tax obligations when boundaries change. Vendors not notified will be relieved of liability until notification occurs. The Department will not engage in compliance activities for vendors in the new boundary area who have not been formally notified of the change.

If Nicollet County updates or amends the county resolution relating to the Nicollet County tax covered by this agreement, Nicollet County must provide a draft of the changes to the Department for review before it is made final. The Department will review the changes to ensure compliance with governing statutes. Nicollet County will then provide the Department with a signed copy of the revised or amended resolution.

Nicollet County must provide the Department with current contact information annually and advise when any changes occur. This includes, but is not limited to, the contact person, phone number, address, and email.

Nicollet County will notify the Department prior to the 90-day notification requirement for when the tax will end. The Department will work with Nicollet County to project an estimated amount to retain for the reserve fund. This amount retained will allow for adjustments and refunds as mentioned in the "Termination of local tax" section. In the event the Department does not retain enough revenues to cover any adjustments once the tax ends, a bill will be sent for the outstanding amount. See Minnesota Statutes, section 297A.99, subdivision 9.

Effective date

This agreement is effective the day following imposition of the tax and supersedes any previous agreement.

Modifications

Any portion of this agreement may be modified. Modifications must be in writing and signed by the Commissioner of Revenue and an authorized representative of Nicollet County.

Minnesota Department of Revenue

Signature: _____
Paul Marquart
Commissioner of Revenue

Date: _____

Nicollet County Representative

Signature: _____

Print Name: _____

Print Title: _____

Date: _____

Signature: _____

Print Name: _____

Print Title: _____

Date: _____

Nicollet County Board of Commissioners

Board Meeting Agenda Item



Agenda Item:		
Tri County Mutual Aid Agreement Renewal		
Primary Originating Division/Dept.: Emergency Management		Meeting Date: 12/17/2024
Contact: Justin Block	Title: Emergency	Item Type: Consent Agenda (Select One)
Amount of Time Requested	minutes	
Presenter:	Title:	Attachments: ☒ Yes ☐ No
County Strategy: Programs and Services - deliver value-added quality services (Select One)		
BACKGROUND/JUSTIFICATION: The current Tri County Mutual Aid Agreement expires on January 1st, 2025. Every agreement is good for a ten year period.		
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) 12/2014		
Approved by County Attorney's Office: ☐ Yes ☐ No ☒ N/A		
ACTION REQUESTED: County Board Chair and Administrator signatures on the new agreement.		
FISCAL IMPACT: No fiscal impact (Select One) If "Other", specify		FUNDING County Dollars = Grant (Select One)
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:		Total

Blue Earth, Nicollet, and Le Sueur County Mutual Aid Agreement

Purpose

This agreement is made pursuant to Minnesota Statutes 471.59 which authorizes the joint and cooperative exercise of powers common to contracting parties. The intent of this agreement is to make equipment, personnel, and other resources available to political subdivisions from other political subdivisions.

Definitions

1. "Party" means a political subdivision.
2. "Requesting Official" means the person designated by a Party who is responsible for requesting Assistance from other Parties.
3. "Requesting Party" means a party that requests assistance from other parties.
4. "Responding Official" means the person designated by a party who is responsible to determine whether and to what extent that party should provide assistance to a Requesting Party.
5. "Responding Party" means a party that provides assistance to a Requesting Party.
6. "Assistance" means (Check the type of assistance that will be provided):
 - a. Public Works personnel and equipment _____X_____
 - b. Fire and/or Emergency Medical Services personnel and equipment X _____
 - c. Law enforcement personnel and equipment _____X_____
 - d. Utility personnel and equipment _____X_____
 - e. Public Health _____X_____
 - f. Other personnel and equipment as listed below:

Procedure

1. **Request for assistance.** Whenever, in the opinion of a Requesting Official, there is a need for assistance from other parties, the Requesting Official may call upon the Responding Official of any other party to furnish assistance.
2. **Response to request.** Upon the request for assistance from a Requesting Party, the Responding Official may authorize and direct his/her party's personnel to provide assistance to the Requesting Party. This decision will be made after considering the needs of the responding party and the availability of resources.
3. **Recall of Assistance.** The Responding Official may at any time recall such assistance when in his or her best judgment or by an order from the governing body of the Responding Party, it is considered to be in the best interests of the Responding Party to do so.
4. **Command of Scene.** The Requesting Party shall be in command of the mutual aid scene. The personnel and equipment of the Responding Party shall be under the direction and control of the Requesting Party until the Responding Official withdraws assistance.

Workers' compensation

Each party shall be responsible for injuries or death of its own personnel. Each party will maintain workers' compensation insurance or self-insurance coverage, covering its own personnel while they are providing assistance pursuant to this agreement. Each party waives the right to sue any other party for any workers' compensation benefits paid to its own employee or volunteer or their dependants, even if the injuries were caused wholly or partially by the negligence of any other party or its officers, employees, or volunteers.

Damage to equipment

Each party shall be responsible for damages to or loss of its own equipment. Each party waives the right to sue any other party for any damages to or loss of its equipment, even if the damages or losses were caused wholly or partially by the negligence of any other party or its officers, employees, or volunteers.

Liability

1. For the purposes of the Minnesota Municipal Tort Liability Act (Minn. Stat. 466), the employees and officers of the Responding Party are deemed to be employees (as defined in Minn. Stat. 466.01, subdivision 6) of the Requesting Party.
2. The Requesting Party agrees to defend, indemnify, and hold harmless the Responding Party against any claims brought or actions filed against the Responding Party or any elected official, officer, employee, or volunteer of the Responding Party for injury to, death of, or damage to the property of any third person or persons, arising from the performance and provision of assistance in responding to a request for assistance by the Requesting Party pursuant to this agreement.

For purposes of determining total liability for damages pursuant to Minn. Stat. § 471.59, subd. 1a(b), the Parties are considered a single governmental unit and the total liability of the Parties shall not exceed the limits on governmental liability for a single governmental unit as specified in Minn. Stat. § 466.04, subd. 1.

The intent of this subdivision is to impose on each Requesting Party a limited duty to defend, indemnify, and hold harmless a Responding Party for claims arising within the Requesting Party's jurisdiction subject to the limits of liability under Minnesota Statutes Chapter 466. The purpose of creating this duty to defend, indemnify, and hold harmless is to simplify the defense of claims by eliminating conflicts among defendants, and to permit liability claims against multiple defendants from a single occurrence to be defended by a single attorney.

3. No party to this agreement nor any officer or elected official of any Party shall be liable to any other Party or to any other person for failure of any party to furnish assistance to any other party, or for recalling assistance, both as described in this agreement.

Charges to the Requesting Party

1. No charges will be levied by a Responding Party to this agreement for assistance rendered to a Requesting Party under the terms of this agreement unless that assistance continues for a period of more than 12 hours. If assistance provided under this agreement continues for more than 12 hours, the Responding Party will submit to the Requesting Party an itemized bill for the actual cost of any assistance provided after the initial 12-hour period, including salaries, overtime, materials and supplies and other necessary expenses; and the Requesting Party will reimburse the party providing the assistance for that amount.

2. Such charges are not contingent upon the availability of federal or state government funds.

Duration

This agreement shall be in force for a period beginning January 1, 2025, for all parties executing the agreement before January 1, 2025.

This agreement shall be in force for a period beginning on the date and time of execution for all parties executing this agreement on or after January 1, 2025.

This agreement shall continue in force for all parties until January 1, 2030. Upon expiration of the initial 5-year term, and upon each anniversary thereafter, this Agreement shall automatically renew on the same terms and conditions for additional renewal terms of one (1) year each.

Any party may withdraw from this agreement upon thirty (30) days written notice to the other parties to the agreement.

Execution

Each party hereto has read, agreed to and executed this Mutual Aid Agreement on the date indicated. This agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one in the same instrument.

Mutual Aid Agreement

Signature Page

The undersigned county/city hereby joins in this Mutual Aid Agreement. The collective copies of this agreement, executed by the various parties, shall have the same force and effect as if all parties had signed on a single page in a single document.

COUNTY OF _____

By: _____

Date: _____

By: _____
Chairperson of the County Board

Date: _____

By: _____
Administrator/Auditor

Date: _____

CITY OF _____

By: _____
Mayor

Date: _____

By: _____
Administrator/Clerk

Date: _____

NICOLLET
COUNTY EST. 1853

Agenda Item: Nicollet County State Grant Contract and Trails Association Agreement		
Primary Originating Division/Dept.: Finance		Meeting Date: 12/17/2024
Contact: Heather McCormick	Title: Finance Director	Item Type: Consent Agenda (Select One)
Amount of Time Requested: minutes		
Presenter:	Title:	Attachments: ☒ Yes ☐ No
County Strategy: Programs and Services - deliver value-added quality services (Select One)		
BACKGROUND/JUSTIFICATION: Nicollet County is the fiscal agent for the MN River Valley Trail agreement with the State of Minnesota. Annually, Nicollet County approves the State of Minnesota Grant Contract Agreement for Snowmobile Grant-in-Aid Program - Maintenance & Grooming Grant. The amount of this Grant is \$36,220.80. Included is the agreement between Nicollet County and Nicollet County Trails Association, and the contract between Nicollet County and the State of Minnesota. Upon recommendation by the MN DNR, the County desires to enter into a contract with the snowmobile club to define roles and responsibilities of each party. Signature for the State Contract is signed via Docusign to Board Chair and County Administrator.		
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) 12/12/23		
Approved by County Attorney's Office: ☐ Yes ☐ No ☒ N/A		
ACTION REQUESTED: Approval of grant via Docusign and signature on agreement with Trails Association.		
FISCAL IMPACT: No fiscal impact (Select One) If "Other", specify:		FUNDING County Dollars = State 36,220.80 (Select One)
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease," specify: Related Financial/FTE Comments:		Total: 36,220.80



**STATE OF MINNESOTA
GRANT CONTRACT AGREEMENT**

**SNOWMOBILE GRANT-IN-AID PROGRAM
FY 2025 MAINTENANCE AND GROOMING GRANTS**

Local Unit of Government Sponsor:	Nicollet County
Trail/Club Name:	MN River Valley Trails/Nicollet County Trails Association, Inc.
Grant Amount:	\$36,220.80

This grant contract is between the State of Minnesota, acting through its Commissioner of Natural Resources ("STATE") and **Nicollet County, 501 S Minnesota Ave, PO Box 89, St Peter, MN 56082** ("GRANTEE").

Recitals

1. The Snowmobile Grant-in-Aid Program established in [Minn. Stat. 84.83](#) to provide grants to local units of government for the maintenance of snowmobile trails and the State is empowered to enter into this grant.
2. The Snowmobile Grant-in-Aid Program manual ("Minnesota Snowmobile Trails Assistance Program Maintenance and Grooming Manual", hereafter "manual") identifies the duties of the state and grantee, and any non-profit trail organizations the grantee may choose to sponsor for trail grooming and maintenance activities. In this contract and the manual, the terms "Grantee" and "Sponsor" are interchangeable. The manual is available at https://mndnr.gov/grants/recreation/gia_snowmobile.html, and is incorporated into this grant contract agreement by reference.
3. The State is in need of the services of the Sponsor to provide the maintenance and grooming of the following trail(s) specified in this grant contract agreement: **MN River Valley Trails.**
4. The Sponsor has applied to the State for a grant for the above identified trails and has submitted the Snowmobile Grant-in-Aid Program Maintenance and Grooming application form, required attachments, and resolution or official minutes of the Sponsor authorizing the proposed maintenance and grooming. The submitted application form and required attachments are hereinafter referred to as the "Plan."
5. Attachment. The Sponsor's resolution or official minutes are attached and incorporated into this grant contract agreement.
6. The Sponsor represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to [Minn.Stat.§16B.98](#), Subd.1, the Sponsor agrees to minimize administrative costs as a condition of this grant and to follow the code of ethics pursuant to [Minn.Stat.§43A.38](#) in administration of this grant.

Grant Contract

1 Term of Grant Contract

1.1 *Effective date:*

July 1, 2024 or the date the State accounting system shows sufficient allotment or encumbrance balance in the fund, allotment, or appropriation to meet this grant contract agreement and per [Minn. Stat. §16B.98](#) Subd. 5 and Subd. 7. Per Minn.Stat. §16B.98 Subd. 7, no payments will be made to the Sponsor until this grant contract is fully executed.

1.2 *Expiration date:*

June 30, 2025, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 *Survival of Terms.*

The following clauses survive the expiration or cancellation of this grant contract: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property Rights; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15. Data Disclosure.

1.4 *Incur Expenses.*

Notwithstanding Minnesota Statutes, section 16A.41, expenditures made on or after July 1, 2024 are eligible for reimbursement. Expenses incurred by the grantee or its subcontractors prior to contract execution (as permitted by Minnesota Statutes, section 84.026, Subd. 4(1)) require written pre-approval by the state's authorized representative prior to expenditure.

2 Sponsor's Duties

The Sponsor, who is not a state employee, will:

- (a) Comply with required grants management policies and procedures set forth through [Minn.Stat. §16B.97](#), Subd. 4 (a) (1).
- (b) Maintain the proposed trails in accordance with the guidelines contained within the current Minnesota Snowmobile Trails Assistance Program Maintenance and Grooming Manual, hereinafter referred to as the "Manual" as accepted or amended by the State and available on the Snowmobile GIA Program webpage at http://www.dnr.state.mn.us/grants/recreation/gia_snowmobile.html. All work will be the responsibility of the Sponsor, its employees, or the sponsor's agent provided the agent is registered as a nonprofit corporation with the State of Minnesota.
- (c) Proceed to acquire necessary interests in lands on the Trail. The Sponsor must acquire land in fee, easement, lease, permit, or other authorization for said Trail. The term of said interest shall be no less than four (4) months between November 15 of any year and April 1 of the succeeding year. For each parcel of land crossed by the Trail, the Sponsor shall obtain from the owner of said parcel a permit, lease, easement, deed, or other authorization for said crossing in accordance with Minnesota Statutes Chapter 604A. The Sponsor shall certify that the necessary interests in the land have been obtained and are on file with the Sponsor or the sponsor's agent.
- (d) Provide adequate maintenance and grooming on the Trail, which shall include keeping it reasonably safe for public use; provide sanitation and sanitary facilities when needed; and provide other maintenance and grooming as may be required and in accordance with the trail grooming guidelines established in the manual. The Sponsor and not the State is responsible for maintaining signs and maintenance and grooming of the Trail.

3 Time

The Sponsor must comply with all the time requirements described in this grant contract. In the performance of this grant contract, time is of the essence.

4 Consideration and Payment

4.1 Consideration.

The State agrees to disburse funds to the Sponsor pursuant to this Agreement based upon the satisfactory completion of significant performance benchmarks as identified below. This grant shall not exceed the Grant Amount as specified below. Funds not earned and paid out will be canceled annually at the end of the State's fiscal year (June 30).

4.2 Total Obligation.

The total obligation of the State for all compensation and reimbursements to the Sponsor under this grant contract will not exceed **\$36,220.80**

4.3 Payment

1. Trail Completion Benchmark, 45% of Total Grant Amount

Disbursement of these funds is contingent on the sponsor providing a high quality map that shows the final alignment of the trail and a Trail Completion Certification Form that the trail is open and available for use. The certification must be received by December 15th of that year. This includes having the trail brushed, bridges in repair, signs installed, gates were capable of being open (snow permitting), and any other additional work needed. Also the Sponsor ensures that interest in lands to operate a snowmobile trail have been acquired through fee, easement, lease, permit, or other authorizations of interest throughout the entire Trail.

2. Grooming Certification Benchmark, Opening – January 15, 25% of Total Grant Amount

A portion of the grooming monies will be disbursed to the Sponsor by the DNR based upon the Certification of Satisfactory Grooming Form received from the Sponsor that the trails have been properly groomed from opening day through January 15th. The certification must be received by February 15th of that year. The Sponsor in coordination with the Club must maintain sufficient records to document the activity.

3. Grooming Certification Benchmark, January 16 – Closing, 25% of Total Grant Amount

The second disbursement of the grooming monies will be made to the Sponsor by the DNR based upon the Certification of Satisfactory Grooming Form received from the Sponsor and verification that the trails were groomed to the satisfaction of the Sponsor from January 16th through the end of the season. The certification must be received by April 15th of that year. The Sponsor in coordination with the Club must maintain sufficient records to document the activity.

4. Trail Closure/Application Submission Benchmark, 5% of Total Grant Amount

The final payment will be based upon the Trail Closure/Application Submission Certification form received from the Sponsor. The certification must be received by May 15th. A completed application for the next year must accompany the certification. Must provide evidence that Sponsor and Club attended spring training session conducted by DNR. A map indicating the "anticipated" alignment of the trail must also be submitted. A back-up grooming plan must also be provided.

4.4 Contracting and Bidding Requirements

Per [Minn. Stat. §471.345](#), grantees that are municipalities as defined in Subd. 1 must do the following if contracting funds from this grant contract agreement for any supplies, materials, equipment or the rental thereof, or the construction, alteration, repair or maintenance of real or personal property

- (a) If the amount of the contract is estimated to exceed \$175,000, a formal notice and bidding process must be conducted in which sealed bids shall be solicited by public notice. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in [Minn. Stat. §16C.28](#), Subd. 1, paragraph (a), clause (2)
- (b) If the amount of the contract is estimated to exceed \$25,000 but not \$175,000, the contract may be made either upon sealed bids or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding. All quotations obtained shall be kept on file for a period of at least one year after receipt thereof. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in [Minn. Stat. §16C.28](#), Subd. 1, paragraph (a), clause (2) and paragraph (c).
- (c) If the amount of the contract is estimated to be \$25,000 or less, the contract may be made either upon quotation or in the open market, in the discretion of the governing body. If the contract is made upon quotation it shall be based, so far as practicable, on at least two quotations which shall be kept on file for a period of at least one year after their receipt. Alternatively, municipalities may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in [Minn. Stat. §16C.28](#), Subd. 1, paragraph (a), clause (2)
- (d) Support documentation of the bidding process utilized to contract services must be included in the grantee's financial records, including support documentation justifying a single/sole source bid, if applicable.
- (e) 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. A prevailing wage form should accompany these bid submittals.

5 Conditions of Payment

All services provided by the Sponsor under this grant contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Sponsor will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

5.1 Penalties

In addition to the penalties identified below, if its determined performance was not met the State reserves the right to reduce payment in the following year's agreement or to exclude the Sponsor from participation in the Snowmobile Grant-in-Aid Program.

1. If it is determined that the **Trail Completion Certification benchmark** in this Plan has not been satisfactorily completed but was certified as having been completed by the Sponsor, the Sponsor may be assessed a penalty of up to 45% of the Total Annual Grant Amount.
2. If it is determined that the **Grooming Certification benchmark for the period of opening day**

through January 15 in this Plan has not been satisfactorily completed but was certified as having been completed by the Sponsor, the Sponsor may be assessed a penalty of up to 25% of the Total Annual Grant Amount.

3. If it is determined that the **Grooming Certification benchmark for the period of January 16 through the end of the season** in this Plan has not been satisfactorily completed but was certified as having been completed by the Sponsor, the Sponsor may be assessed a penalty of up to 25% of the Total Annual Grant Amount.
4. If it is determined that the **Trail Closure/Application Submission Certification** benchmark in this Plan has not been satisfactorily completed but was certified as having been completed by the Sponsor, the Sponsor may be assessed a penalty of up to 5% of the total annual Grant Amount.

6 Authorized Representative

The State's Authorized Representative is **David Olsen, 50499 Sakatah Lake State Park Road Waterville, MN 56096. (507) 217-4217, david.olsen@state.mn.us**, his/her successor, and has the responsibility to monitor the Sponsor's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Sponsor's Authorized Representative is **Heather McCormick, Finance Director, 501 S Minnesota Ave, PO Box 89, St Peter, MN 56082, 507-934-7817, heather.mccormick@co.nicollet.mn.us**.

If the Sponsor's Authorized Representative changes at any time during this grant contract, the Sponsor must immediately notify the State.

7 Assignment Amendments, Waiver, and Grant Contract Complete

7.1 Assignment

The Sponsor shall neither assign nor transfer any rights or obligations under this grant contract without the prior written consent of the State, approved by the same parties who executed and approved this grant contract, or their successors in office.

7.2 Amendments

Any amendments to this grant contract 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 grant contract, or their successors in office.

7.3 Waiver

If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or the State's right to enforce it.

7.4 Grant Contract Complete

This grant contract contains all negotiations and agreements between the State and the Sponsor. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

8 Liability

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

9 State Audits

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

10 Government Data Practices and Intellectual Property Rights

10.1 *Government Data Practices*

The Sponsor and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Sponsor under this grant contract. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either the Sponsor or the State. If the Sponsor receives a request to release the data referred to in this Clause, the Sponsor must immediately notify the State. The State will give the Sponsor instructions concerning the release of the data to the requesting party before the data is released. The Sponsor's response to the request shall comply with applicable law.

10.2 *Intellectual Property Rights*

(a) Intellectual Property Rights. The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this contract.

(b) Obligations.

1. Notification. Whenever any invention, improvement or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Sponsor, including its employees and subcontractors, in the performance of this contract, the Sponsor will immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.

2. Representation. The Sponsor must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State, and that neither Sponsor nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Sponsor represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. The sponsor will indemnify, defend, to the extent permitted by the Attorney General and hold harmless the State, at the Sponsor's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or parts of the Works and Documents infringe upon the intellectual property rights of others. The Sponsor will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Sponsor's or the State's opinion is likely to arise, the Sponsor must, at the State's discretion, either procure for the 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 the State will be in addition to and not exclusive of other remedies provided by law.

Note for clarification regarding intellectual property. For an example a snowmobile club enters trail route data into a GPS and sends the data to be uploaded as a map into DNR's website. The map and data would then be considered property of the state (and also public data) since the activity is covered under the Grant-in-aid program, and allowable through the agreement in question. A club, sponsor, or person would not be able to claim that data solely as their own intellectual property with rights.

11 Workers Compensation

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

12 Publicity and Endorsement

12.1 *Publicity*

Any publicity regarding the subject matter of this grant contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Sponsor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract. All projects primarily funded by state grant appropriation must publicly credit the State of Minnesota, including on the Sponsor's website when practicable.

12.2 *Endorsement*

The Sponsor must not claim that the State endorses its products or services.

13 Governing Law, Jurisdiction, and Venue

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

14 Termination

14.1 (a) Without Cause

The State may terminate this grant contract agreement without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

14.1 (b) With Cause

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

14.2 *Termination by The Commissioner of Administration*

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

14.3 *Termination for Insufficient Funding*

The State may immediately terminate this grant contract agreement if:

- (a) It does not obtain funding from the Minnesota Legislature.
- (b) Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated

to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the grant contract agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

14.4 Termination by Contract

This grant contract may also be terminated upon mutual agreement by the State and the Sponsor.

14.5 Funding

The State's sole responsibility under this Agreement is to provide funds to the Sponsor. In the event that state funds become unavailable because of legislative or executive action or restraints, including but not limited to the Minnesota Legislature not appropriating sufficient funding for the program or there not being enough funding in the snowmobile account, the grant amount may be reduced or this contract may be terminated by the State. Due to variability in revenues to the snowmobile account, the State/DNR may reduce or not disburse funds for the third and/or fourth benchmarks.

15 Data Disclosure

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

16 Invasive Species Prevention

16.1 Prevent or limit the introduction, establishment or spread of terrestrial invasive species during work.

The State requires active steps to prevent or limit the introduction, establishment, and spread of invasive species during contracted work. The Sponsor shall prevent invasive species from entering into or spreading within the Trail(s) by ensuring the cleaning of equipment prior to arriving at the Trail(s) site. Where there are multiple sites and at least one contains invasive species, the intent is to start work at the site with the fewest number of invasive plants, leaving the most heavily infested sites to last. The Sponsor's contractors shall make every effort to schedule operations and site visits to avoid the spread of weed seed. This applies to all activities performed on all lands under this grant agreement and is not limited to lands under State control.

Grantees and subcontractors must follow Minnesota DNR's Operational Order 113, which requires preventing or limiting the introduction, establishment and spread of invasive species during activities on public waters and DNR-administered lands. This applies to all activities performed on all lands under this grant agreement and is not limited to lands under DNR control or public waters. Duties are listed under Sections II and III (p. 5-8) of Operational Order 113 which may be found at http://files.dnr.state.mn.us/assistance/grants/habitat/heritage/oporder_113.pdf.

TERRESTRIAL WORK SITES include:

The grantee shall prevent invasive species from entering into or spreading within a project site by cleaning equipment and clothing prior to arriving at the project site.

If the equipment or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by grantee furnished tool or equipment (brush/broom,

compressed air or pressure washer) at the staging area. The grantee or subcontractor shall dispose of material cleaned from equipment and clothing at a location determined by the DNR Grant Administrator or their representative. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.

AQUATIC WORK SITES include:

The grantee shall prevent invasive species from entering into or spreading within a project site by cleaning equipment and clothing prior to arriving at the project site.

If the project site includes a water body, the grantee shall clean equipment and clothing as noted above, prior to entering and leaving the water body. Prior to leaving the water body, drain water from all equipment, tanks or water retaining components of boats (motors, live well and bilge). Immediately after leaving the water body, drain water from transom wells onto dry land.

16.2 Cleaning and disposal of material cleaned.

If the equipment, vehicles, gear, or clothing arrives at the Trail with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by the Sponsor's contractor furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area. The contractor shall dispose of material cleaned from equipment and clothing at a location determined by the State's Authorized Representative. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.

17 Pollinator Best Management Practices

Habitat restorations and enhancements conducted on DNR lands and prairie restorations on state lands or on any lands using state funds are subject to pollinator best management practices and habitat restoration guidelines pursuant to Minnesota Statutes, section 84.973. Practices and guidelines ensure an appropriate diversity of native species to provide habitat for pollinators through the growing season. Current specific practices and guidelines to be followed for contract and grant work can be found here:

https://mndnr.gov/pollinator_resources/index.html, *DNR Pollinator Best Management Practices and Habitat Restoration Guidelines*.

18 Accessibility

Structural and nonstructural facilities and programs must meet all state and federal accessibility laws, regulations, and guidelines. Copies of accessibility guidelines can be downloaded off the Americans with Disabilities Act Accessibility Guidelines website at <http://www.access-board.gov>

Deliverable documents (both electronic and hardcopy) to be reimbursed under the terms of this contract shall be provided in an accessible format per Minnesota Statute 16E.03, sub. 9. State of Minnesota guidelines for creating accessible electronic documents can be found at the [website of the Office of Accessibility - Minnesota IT Services](https://mn.gov/mnit/about-mnit/accessibility) <https://mn.gov/mnit/about-mnit/accessibility>.

19 Technical Assistance

Upon the request of the Sponsor to the extent possible, the State will provide technical assistance with major problems encountered in the maintenance and grooming of the Trail.

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

20.1 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.

20.2 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.

21 Whistleblower Protection Rights

Recipient Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights.

(a) This award and employees working on this financial assistance contract will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub.L. 112-239)

(b) The Award Recipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712.

(c) The Award Recipient shall insert the substance of this clause, including this paragraph (c), in all sub awards or subcontracts over the simplified threshold. 42 CFR & 52.203-17 (as referenced in 42 CFR & 3.908-9)

22 Conflict of Interest

It is the policy of the State of Minnesota to work to deliberately avoid actual and potential conflicts of interest related to grant making at both the individual and organizational levels.

A conflict of interest (actual or potential) occurs when a person has actual or apparent duty or loyalty to more than one organization and the competing duties or loyalties may result in actions which are adverse to one or both parties. A conflict of interest exists even if no unethical, improper, or illegal act results from it.

The Grantee, by signing this contract with the State, certifies it has read and understands the Office of Grants Management Conflict of Interest Policy 08-01, will maintain an adequate Conflict of Interest Policy and, throughout the term of the contract, monitor and report any actual or potential conflicts of interest to the State's Authorized Representative.

23 Force Majeure

Neither party shall be responsible to the other or considered in default of its obligations within this Contract to the extent that performance of any such obligation is prevented or delayed by acts of God, war, riot, disruption of government, or other catastrophes beyond the reasonable control of the party unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party relying on this provision to excuse performance must provide the other party prompt written notice of the inability to perform and take all necessary steps to bring about performance as soon as practicable.

24 Non-Discrimination

No person in the United States must, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under, any program or activity receiving Federal financial assistance. Including but not limited to:

a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and DOC implementing regulations published at 15 C.F.R. Part 8 prohibiting discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance; Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.) prohibiting discrimination on the basis of sex under Federally assisted education programs or activities;

- b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and DOC implementing regulations published at 15 C.F.R. Part 8b prohibiting discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal assistance.
- c) The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), and DOC implementing regulations published at 15 C.F.R. Part 20 prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;
- d) Title II of the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination against qualified individuals with disabilities in services, programs, and activities of public entities.
- e) Any other applicable non-discrimination law(s).

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as

req DocuSigned by: .5

Karen Potvin

Signed: 63FBE77957A34A8...

December 2, 2024

Date:

260692/PO# 3000266857

SWIFT Contract/PO No(s).

2. SPONSOR

The Sponsor certifies that the appropriate person(s) have executed the grant contract on behalf of the Sponsor as required by applicable articles, bylaws, reso

Signed by:

Terry Morrow

By: B782C13D093C427...

Board chair

Title:

December 3, 2024

Date:

Signed by:

Maifello

By: 9EE176ADE2E04DD...

County Administrator

Title:

December 3, 2024

Date:

3. S Signed by:

Linda Erickson-Eastwood

By: 3694054445D1471...

(with delegated authority)

Title: Division and Fiscal Services Unit Manager

December 5, 2024

Date:

Distribution:

Agency

Sponsor

State's Authorized Representative



RESOLUTION APPROVING NICOLLET COUNTY
AS THE SPONSOR OF THE
SNOWMOBILE GRANT-IN-AID PROGRAM
MAINTENANCE AND GROOMING GRANT AGREEMENT
AND RELATED DUTIES FOR THE MINNESOTA SNOWMOBILE
TRAILS ASSISTANCE PROGRAM AND GENERAL APPLICATIONS FOR FUNDING

WHEREAS, the GRANT AGREEMENT is made between the State of Minnesota, acting by and through the Commissioner of Natural Resources, and Nicollet County referred to as the "Sponsor" relating to the maintenance and grooming of the trails specified in said GRANT AGREEMENT; and

WHEREAS, the MN River Valley Trail/Nicollet County Trails Association, Inc. will be the Sponsor's Agent responsible for the maintenance and grooming of trails; and

WHEREAS, the Sponsor desires to improve and maintain the trails for the enjoyment of the public; and

WHEREAS, the Minnesota Snowmobile Trails Assistance Program provides grants to local units of government for the improvement and maintenance of recreational trails pursuant to Minnesota Statutes Chapter 84.83; and

WHEREAS, it is the State's responsibility under the GRANT AGREEMENT to provide funds to the Sponsor as approved and available by the State Legislature; and

WHEREAS, the Sponsor has applied to the State for grants for said trails.

NOW, THEREFORE, BE IT RESOLVED by the County Board of Nicollet County, Minnesota as follows:

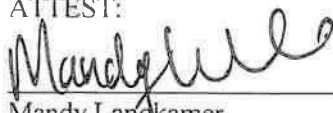
1. That Nicollet County will serve as the Local Unit of Government acting as the Sponsor of the Minnesota Snowmobile Trails Assistance Program, Maintenance and Grooming Grant Agreement, and general applications for funding.

Passed and Adopted by the Board on this 11th day of October, 2022.

COUNTY OF NICOLLET


Marie Dranttel, Chair
Nicollet County Board of Commissioners

ATTEST:


Mandy Landkamer
County Administrator/Clerk to the Board

COPY

Business Record Details »

Minnesota Business Name
Nicollet County Trails Association, Inc.

Business Type Nonprofit Corporation (Domestic)	MN Statute 317A
File Number W-979	Home Jurisdiction Minnesota
Filing Date 12/12/1983	Status Active / In Good Standing
Renewal Due Date 12/31/2024	Registered Office Address 37803 376th LN St. Peter, MN 56003 USA
Number of Shares NONE	Registered Agent(s) (Optional) Currently No Agent
President Dan Boddy 616 South Jefferson St New ULM, MN 56073 USA	

Renewal History

Renewal History

Filing Date	Filing
04/05/1990	Annual Renewal - Nonprofit Corporation (Domestic)
01/30/1991	Annual Renewal - Nonprofit Corporation (Domestic)
02/24/1992	Annual Renewal - Nonprofit Corporation (Domestic)
07/23/1993	Annual Renewal - Nonprofit Corporation (Domestic)

7/7/5-14-24

**NICOLLET COUNTY and
NICOLLET COUNTY TRAILS ASSOCIATION, INC.
TRAIL AGREEMENT**

This Agreement is made on the 17th date of December, 2024, between County of Nicollet, hereafter referred to as “County,” and Nicollet County Trails Association, Inc., hereafter referred to as “Club.”

WHEREAS, the County desires to establish and maintain public trails in furtherance of its public recreation program; and

WHEREAS, the Club agrees to contract with the County to acquire, construct, and maintain those trails; and

WHEREAS, the Club agrees that it is a nonprofit corporation authorized to receive grant-in-aid funds; and

WHEREAS, the State of Minnesota offers financial and technical assistance to the County for the construction and maintenance of approved trails; and

WHEREAS, the State of Minnesota offers occasional additional financial funding opportunities for trail improvements, and the County desires to avail itself of the assistance;

NOW, THEREFORE, IT IS AGREED between the parties hereto that:

1. The trails that are the subject of this Agreement shall be located in portions of Nicollet County.
2. The County Finance Department shall serve as the fiscal agent on behalf of the County.
3. The County shall apply to the State of Minnesota, Department of Natural Resources, for financial and technical assistance with the laws, rules, and regulations governing such assistance.
4. The Club shall enter into necessary agreements for the acquisition of the necessary interests in land and the subsequent construction and maintenance of the trails. The Club shall provide the County with proof of the acquisition of the necessary interests in lands on the trails. The Club shall acquire land in fee, easement, lease, permit, or other authorization for said trail. The term of said interest shall be no less than four (4) months between November 15 of any year and April 1 of the succeeding year. For each parcel of land crossed by the trail, the Club shall obtain from the owner of said parcel, a permit, lease, easement, deed, or other authorization for said crossing in accordance with Minnesota Statutes Chapter 604A.
5. The Club shall construct the trails, provide adequate maintenance, keep the trail reasonably safe for public use and provide such other maintenance or modifications as may be required by the State of Minnesota. The Club agrees to be solely responsible for the aforementioned obligations, and the parties agree that the County shall have no responsibility, duty, or liability for those obligations. Any work in connection with the trail shall be in accordance with the terms and conditions of the Agreement between the State and the County, and such terms and

conditions shall be incorporated by reference into this Agreement and any subsequent contracts between the County and the Club, or between the parties hereto and others.

6. Any and all claims that arise or may arise against the Club, its agents, servants, volunteers, or employees as a consequence of any act or omission on the part of the Club or its agents, servants, volunteers, or employees while engaged in the performance of the Contract shall in no way be the obligation or responsibility of the County. Contractor shall indemnify, hold harmless and defend the County, its commissioners, elected officials, officers, and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the County, its officers or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the Club, its agents, servants, volunteers, or employees, in the execution, performance, or failure to adequately perform the Club's obligations pursuant to this Contract.
7. The Club does further agree that in order to protect itself as well as the County under the indemnity agreement provision hereinabove set forth, it will at all times during the term of the Agreement have and keep in force liability insurance amounts at least equal to the maximum liability limits set forth in Minn. Stat. 466.04, Subd.1 :
 - a. A single limit or combined limit or excess umbrella general liability insurance policy of an amount of not less than \$500,000.00 for property damage arising from one occurrence, \$1,500,000.00 for total bodily or personal injuries or death and/or damages arising from one occurrence. The County shall be named as an additional insured on such policy.
 - b. A single limit or combined limit or excess umbrella automobile liability insurance policy, if applicable, covering agency-owned, non-owned, and hired vehicles used regularly in the provision of services under this Agreement, in an amount of not less than \$500,000.00 per accident for property damage, \$500,000.00 for bodily injuries and/or damages to any one person, and \$1,500,000.00 for total bodily injuries and/or damages arising from any one accident. The County shall be named as an additional insured on such policy.
 - c. Workers' Compensation – It is hereby understood and agreed that any and all employees or volunteers of the Club shall not be considered employees of the County, and that any and all claims that may or may not arise under the Workers' Compensation Act of the State of Minnesota on behalf of said employees or volunteers while so engaged, and any and all claims made by any third parties as the consequences of any act or omission on the part of said employees while so engaged on any of the work or services to be rendered within the terms of this Agreement, shall in no way be the obligation or responsibility of the County.
 - d. The County may withhold payment for failure of the Club to furnish certificates of insurance as required above.
 - e. In the event that claims or lawsuits shall arise jointly against the Club 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 carriers providing the coverage as stated above, then such legal expense shall be borne by the County.

- f. Any policy obtained and maintained under this clause shall provide that it shall not be cancelled, materially changed, or not renewed without thirty (30) days' prior notice by the insured to the County.
8. The County expects to receive financial assistance from the State of Minnesota in an amount not to exceed \$36,220.80. This amount will not exceed the actual amount of the Snowmobile FY 2025 Maintenance and Grooming Grant Agreement, which may include supplemental funding. The County expects to receive said funds upon the Club's satisfactory completion of the four benchmarks specified by the Minnesota Snowmobile Trails Assistance Program, Maintenance and Grooming Manual, the standards of which are incorporated herein by reference and as set forth in the County's Minnesota Snowmobile Trails Assistance Program, Snowmobile FY 2025, Maintenance and Grooming Grant Agreement. The County hereby agrees to reimburse the Club any monies received from the State of Minnesota based upon the Club completing the necessary benchmarks, with the Club absorbing or otherwise satisfying the remainder of the cost. In the event that the financial assistance from the State of Minnesota changes in amount or percentage, the obligation of the County to reimburse the Club will change accordingly. Due to variability in revenues to the snowmobile account, in FY 2025, the State/DNR may reduce or not disburse funds for the third and/or fourth benchmarks.
9. The County may receive additional funding if the Club qualifies for additional financial funding approved by the State of Minnesota. The County hereby agrees to reimburse the Club any monies received from the State of Minnesota.
10. At least annually, the Club will submit to the County records and documents adequately showing the actual, total cost incurred for any work on the trail.
11. The County shall not be liable for such costs as are incurred by the Club because state funds are depleted or reduced or in any way modified.
12. The Club will operate as an independent contractor. The County and the State of Minnesota shall not have any responsibility or liability for workers' compensation, other employee benefits or claims of negligence, or other wrongdoing on the part of the Club brought by third parties.
13. The Club shall maintain books, records, documents, and other evidence relevant to this Agreement and in such detail that will accurately reflect the benchmarks that have been reached in this program and that have received payment. The Club shall use generally accepted accounting principles and these records shall be retained for six (6) years after this Agreement terminates. The County, State, its representative or the legislative auditor shall have the right to examine this evidence, and the Club shall make them available at the office at all reasonable times during the record retention period. Records shall be sufficient, as defined in the Minnesota Snowmobile Trails Assistance Program, to reflect significant costs incurred and volunteer donation of time, equipment, and/or materials in performance of this Contract.
14. This Agreement may be terminated by the County in the event of a default by the Club; the legislature appropriates insufficient monies for the program; or the abandonment of the trail. Further, this Agreement may be terminated, with or without cause, upon thirty (30) days' written notice by either of the parties hereto.

15. Assignment or Modification – The Club may not assign any of its rights or obligations under this Agreement without the prior written consent of the County. No change or modification of the terms or provisions of this Agreement shall be binding unless such change or modification is in writing and signed by both parties to this Agreement.

16. Invasive Species Prevention

16.1 Prevent or limit the introduction, establishment or spread of terrestrial invasive species during work.

The State requires active steps to prevent or limit the introduction, establishment, and spread of invasive species during contracted work. The Sponsor shall prevent invasive species from entering into or spreading within the Trail(s) by ensuring the cleaning of equipment prior to arriving at the Trail(s) site. Where there are multiple sites and at least one contains invasive species, the intent is to start work at the site with the fewest number of invasive plants, leaving the most heavily infested sites to last. The Sponsor's contractors shall make every effort to schedule operations and site visits to avoid the spread of weed seed. This applies to all activities performed on all lands under this grant agreement and is not limited to lands under State control.

Grantees and subcontractors must follow Minnesota DNR's Operational Order 113, which requires preventing or limiting the introduction, establishment and spread of invasive species during activities on public waters and DNR-administered lands. This applies to all activities performed on all lands under this grant agreement and is not limited to lands under DNR control or public waters. Duties are listed under Sections II and III (p. 5-8) of Operational Order 113 which may be found at

http://files.dnr.state.mn.us/assistance/grants/habitat/heritage/oporder_113.pdf.

TERRESTRIAL WORK SITES include:

The grantee shall prevent invasive species from entering into or spreading within a project site by cleaning equipment and clothing prior to arriving at the project site.

If the equipment or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by grantee furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area. The grantee or subcontractor shall dispose of material cleaned from equipment and clothing at a location determined by the DNR Grant Administrator or their representative. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.

AQUATIC WORK SITES include:

The grantee shall prevent invasive species from entering into or spreading within a project site by cleaning equipment and clothing prior to arriving at the project site.

If the project site includes a water body, the grantee shall clean equipment and clothing as noted above, prior to entering and leaving the water body. Prior to leaving the water body, drain water from all equipment, tanks or water retaining components of boats (motors, live well and bilge). Immediately after leaving the water body, drain water from transom wells onto dry land.

16.2 Cleaning and disposal of material cleaned.

If the equipment, vehicles, gear, or clothing arrives at the Trail with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by the Sponsor's contractor

furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area. The contractor shall dispose of material cleaned from equipment and clothing at a location determined by the State's Authorized Representative. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite

17. Data Disclosure – Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Club consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the County, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Club to file state tax returns and pay delinquent state tax liabilities, if any.
18. Governing Law, Jurisdiction, and Venue – Minnesota law, without regard to its choice-of-law provisions, governs this grant contract. Venue for all legal proceedings out of this grant contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Nicollet County, Minnesota.
19. Authorized Representative – The County's Authorized Representative is Nicollet County Finance Department, or his/her successor, and has the responsibility to monitor the Club's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the County's Authorized Representative will certify acceptance on each invoice submitted for payment. A list of the Trail Area Supervisors can be found on the program webpage:
(<https://files.dnr.state.mn.us/assistance/grants/recreation/gia-pat-contacts.pdf>)
20. The Agreement shall be effective from December 17, 2024 and shall expire on June 30, 2025 or until all obligations have been satisfactorily fulfilled, whichever is sooner.

NICOLLET COUNTY

NICOLLET COUNTY TRAILS ASSOCIATION, INC.

By: _____
Chairperson, Nicollet County

By: _____
Trail Administrator

Date: _____

Date: _____

ATTEST:

By: _____
County Administrator

Date: _____

Nicollet County Board of Commissioners

Board Meeting Agenda Item



Agenda Item: Public Works Facility Study/Master Planning Phase Contract Amendment		
Primary Originating Division/Dept.: Administration		Meeting Date: 12/17/2024
Contact: Mandy Landkamer	Title: County Administrator	Item Type: Consent Agenda (Select One)
Amount of Time Requested: minutes		
Presenter: Title:		Attachments: ☒ Yes ☐ No
County Strategy: Programs and Services - deliver value-added quality services (Select One)		
BACKGROUND/JUSTIFICATION: Consideration of the amended contract with C&M Construction Consultants, Inc. who is assisting with the Public Works Feasibility Study/Master Planning Phase. The amendment includes the addition of Julee Taylor to the team as an independent contractor. There is no impact to the cost of the contract.		
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) 08/27/2024		
Approved by County Attorney's Office: ☐ Yes ☐ No ☒ N/A		
ACTION REQUESTED: Approval of the amended contract with CMCC for the Public Works Feasibility Study/Master Planning Phase.		
FISCAL IMPACT: Included in current budget (Select One) If "Other", specify:		FUNDING County Dollars = 50,000 State (Select One)
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease," specify: Related Financial/FTE Comments:		Total:



3793 89th Place North
Maple Grove, MN 55369
Office 763.416.2293
Mobile 612.618.3447
CMconstructionaudit.com
pwallerus@CMconstructionaudit.com

December 9, 2024

Mandy Landkamer, Administrator
Seth Greenwood, P.E., Public Works Director
Nicollet County
501 S Minnesota Avenue
St Peter, MN 56082

Mandy.Landkamer@co.nicollet.mn.us
sgreenwood@co.nicollet.mn.us

Re: Amendment 1Pase 1 Work on Proposed New Nicollet County Public Works Campus

Dear Mandy and Seth:

As requested, C&M Construction Consultants (CMCC) is issuing amendment 1 to our current contract. The amendment adds one person to our team.

The signed amendment can be added to our current contract.

Current Language

The team members working on the project will be Paul Wallerus, Eric Stern and Doug McCoy. Resumes and qualification for each team member are available upon request. Eric Stern and Doug McCoy are independent contractors to CMCC and not employees.

New Language

The team members working on the project will be Paul Wallerus, Eric Stern, Doug McCoy and Julie Taylor. Resumes and qualification for each team member are available upon request. Eric Stern, Doug McCoy and Julie Taylor are independent contractors to CMCC and not employees.

If you have questions or need further information, please give me a call at 763-416-2293.

Sincerely,

A handwritten signature in black ink that reads 'Paul Wallerus'.

Paul Wallerus, CCA
C&M Construction Consultants, Inc

(Acceptance and Approval signatures on next page)

Acceptance and Approval:

FOR CONSULTANT:

By: Paul Waller

12.9.24

Paul Wallerus, CCA

Date

C&M Construction Consultants,

FOR COUNTY OF NICOLLET:

By: _____

Terry Morrow,

Date

Nicollet County Board Chair

ATTEST:

By: _____

Mandy Landkamer

Date

Clerk to the Board

By: _____

Michelle Zehnder- Fischer

Date

Nicollet County Attorney

Nicollet County Board of Commissioners

Board Meeting Agenda Item



Agenda Item: Legal Services Contract January 1, 2025 - December 31, 2025		
Primary Originating Division/Dept.: Administration		Meeting Date: 12/17/2024
Contact: Mandy Landkamer	Title: County Administrator	Item Type: Consent Agenda (Select One)
Amount of Time Requested: minutes		
Presenter:	Title:	Attachments: ☒ Yes ☐ No
County Strategy: Financial Security - prudent use of taxpayer resources (Select One)		
BACKGROUND/JUSTIFICATION: Approval of Legal Services Contract for Elizabeth Weinandt for the period of January 1, 2025 through December 31, 2025. This contract is similar to the contracts used in past years.		
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) 12/12/2023		
Approved by County Attorney's Office: ☒ Yes ☐ No ☐ N/A		
ACTION REQUESTED: Approval of the Legal Services Contract.		
FISCAL IMPACT: Included in current budget (Select One)		FUNDING County Dollars = 36,000
If "Other", specify:		State (Select One)
FTE IMPACT: No FTE change (Select One)		Total:
If "Increase or "Decrease," specify:		
Related Financial/FTE Comments:		

NICOLLET COUNTY
LEGAL SERVICES CONTRACT

This agreement made and entered into the 1st day of January, 2025, by and between the County of Nicollet, a Minnesota Municipal Subdivision, hereinafter referred to as the “County,” and Elizabeth Weinandt (“Independent Contractor,” an attorney licensed to practice in the State of Minnesota) hereinafter referred to as “Attorney.”

Pursuant to various decisions of the Supreme Court of the United States and the Supreme Court of the State of Minnesota, the Court is obligated to provide counsel to persons/parents whose children are petitioned into court as children in need of protection or services and for persons/parents against whom a permanency action has been filed (hereinafter collectively “CHIPS”), when such persons are found by the courts to be without funds to retain private counsel. To provide an orderly and efficient method of delivery of legal services to those qualified, the County engages the Attorney upon the terms and conditions set forth herein.

The Attorney hired by the County shall be paid on a monthly basis in the amount of \$3,000.00 per month.

During the periods covered herein, the Attorney shall be obligated to furnish to persons found eligible for their services by the Courts of Nicollet County all legal services incident to the matter giving rise to the appointment of Attorney counsel.

The Attorney acknowledges that non-emergent CHIPS cases are heard on Tuesday afternoons and agrees to be available to handle these cases on Tuesday afternoon (or such other day if this regularly scheduled day is changed by the Court) and to cooperate in the scheduling of matters on other such days as necessary. The Court Administrator shall be responsible for the general administration of Attorneys and other administrative matters.

The contract can be terminated by either party upon sixty (60) days written notice to the other party with or without cause. Provided, the contract can be terminated immediately in the event the State resumes funding for the appointment of counsel for parents in CHIPS cases.

The County sets no specific time, place, or manner for the fulfillment of duties performed herein, that being in the sole discretion of the Attorney as an independent contractor.

This Agreement does not make the Attorney the employee, agent, partner, joint venture or legal representative of the County for any purpose whatsoever. The Attorney is not granted any right or authority to assume or create any obligation, responsibility, express or implied, on behalf of or in the name of the County.

The Attorney and the County agree that the County shall not be liable for any other term insurance, PERA, unemployment insurance, worker’s compensation, or any other benefits which are afforded to employees of Nicollet County.

Attorney agrees to defend and indemnify and hold the County, its officers, commissioners,

directors, agents and employees harmless from any and all liability (statutory or otherwise), claims, suits, damages, judgments, costs or expenses, including reasonable attorney's fees, witness fees and disbursements incurred in the defense thereof, in connection with injury to, damage to, or death of any person arising out of the performance of this agreement, to the extent such liability, claims, suits, damages, judgments, costs or expenses result directly or indirectly from or are caused by any negligent, willful, unlawful or wrongful act and/or omission of the Attorney in the performance of this Agreement. This section is not as to third parties, a waiver of any defense or immunity otherwise available to the County and Attorney in defending any action on behalf of the County, and the County shall be entitled to assert in any action every defense or immunity that the County should assert on its own behalf. Attorney further agrees to maintain Legal Malpractice Insurance in place for the duration of this Agreement.

Unless otherwise terminated in writing as provided for herein, this contract will terminate on December 31, 2025.

IN WITNESS WHEREOF, the parties have executed this agreement this ____ day of _____, 2024.

INDEPENDENT CONTRACTOR

BY: _____
Attorney at Law

Approved as to Form:

Michelle M. Zehnder Fischer
Nicollet County Attorney

COUNTY OF NICOLLET

Nicollet County Board of Commissioners

ATTEST:

Mandy Landkamer
Nicollet County Administrator

Nicollet County Board of Commissioners

Board Meeting Agenda Item



Agenda Item: Legal Services Contract January 1, 2025 - Decemeber 31, 2025		
Primary Originating Division/Dept.: Administration		Meeting Date: 12/17/2024
Contact: Mandy Landkamer	Title: County Administrator	Item Type: (Select One) Consent Agenda
Amount of Time Requested: minutes		
Presenter:	Title:	Attachments: ☒ Yes ☐ No
County Strategy: (Select One) Financial Security - prudent use of taxpayer resources		
BACKGROUND/JUSTIFICATION: Approval of Legal Services Contract for Kezia Smith for the period of January 1, 2025 through December 31, 2025. This contract is similar to the contracts used in past years.		
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) 12/12/2023		
Approved by County Attorney's Office: ☒ Yes ☐ No ☐ N/A		
ACTION REQUESTED: Approval of the Legal Services Contract.		
FISCAL IMPACT: Included in current budget (Select One)		FUNDING County Dollars = \$36,000
If "Other", specify:		State (Select One)
FTE IMPACT: No FTE change (Select One)		Total: \$36,000
If "Increase or "Decrease," specify:		
Related Financial/FTE Comments:		

NICOLLET COUNTY
LEGAL SERVICES CONTRACT

This agreement made and entered into the 1st day of January, 2025, by and between the County of Nicollet, a Minnesota Municipal Subdivision, hereinafter referred to as the “County,” and Kezia Smith (“Independent Contractor,” an attorney licensed to practice in the State of Minnesota) hereinafter referred to as “Attorney.”

Pursuant to various decisions of the Supreme Court of the United States and the Supreme Court of the State of Minnesota, the Court is obligated to provide counsel to persons/parents whose children are petitioned into court as children in need of protection or services and for persons/parents against whom a permanency action has been filed (hereinafter collectively “CHIPS”), when such persons are found by the courts to be without funds to retain private counsel. To provide an orderly and efficient method of delivery of legal services to those qualified, the County engages the Attorney upon the terms and conditions set forth herein.

The Attorney hired by the County shall be paid on a monthly basis in the amount of \$3,000.00 per month.

During the periods covered herein, the Attorney shall be obligated to furnish to persons found eligible for their services by the Courts of Nicollet County all legal services incident to the matter giving rise to the appointment of Attorney counsel.

The Attorney acknowledges that non-emergent CHIPS cases are heard on Tuesday afternoons and agrees to be available to handle these cases on Tuesday afternoon (or such other day if this regularly scheduled day is changed by the Court) and to cooperate in the scheduling of matters on other such days as necessary. The Court Administrator shall be responsible for the general administration of Attorneys and other administrative matters.

The contract can be terminated by either party upon sixty (60) days written notice to the other party with or without cause. Provided, the contract can be terminated immediately in the event the State resumes funding for the appointment of counsel for parents in CHIPS cases.

The County sets no specific time, place, or manner for the fulfillment of duties performed herein, that being in the sole discretion of the Attorney as an independent contractor.

This Agreement does not make the Attorney the employee, agent, partner, joint venture or legal representative of the County for any purpose whatsoever. The Attorney is not granted any right or authority to assume or create any obligation, responsibility, express or implied, on behalf of or in the name of the County.

The Attorney and the County agree that the County shall not be liable for any other term insurance, PERA, unemployment insurance, worker’s compensation, or any other benefits which are afforded to employees of Nicollet County.

Attorney agrees to defend and indemnify and hold the County, its officers, commissioners,

directors, agents and employees harmless from any and all liability (statutory or otherwise), claims, suits, damages, judgments, costs or expenses, including reasonable attorney's fees, witness fees and disbursements incurred in the defense thereof, in connection with injury to, damage to, or death of any person arising out of the performance of this agreement, to the extent such liability, claims, suits, damages, judgments, costs or expenses result directly or indirectly from or are caused by any negligent, willful, unlawful or wrongful act and/or omission of the Attorney in the performance of this Agreement. This section is not as to third parties, a waiver of any defense or immunity otherwise available to the County and Attorney in defending any action on behalf of the County, and the County shall be entitled to assert in any action every defense or immunity that the County should assert on its own behalf. Attorney further agrees to maintain Legal Malpractice Insurance in place for the duration of this Agreement.

Unless otherwise terminated in writing as provided for herein, this contract will terminate on December 31, 2025.

IN WITNESS WHEREOF, the parties have executed this agreement this ____ day of _____, 2024.

INDEPENDENT CONTRACTOR

BY: _____
Attorney at Law

Approved as to Form:

Michelle M. Zehnder Fischer
Nicollet County Attorney

COUNTY OF NICOLLET

Nicollet County Board of Commissioners

ATTEST:

Mandy Landkamer
Nicollet County Administrator

Nicollet County Board of Commissioners

Board Meeting Agenda Item



Agenda Item: Provisional Delegation Agreement between the Minnesota Department of Health and Nicollet County Community Health Board		
Primary Originating Division/Dept.: Health and Human Services		Meeting Date: 12/17/2024
Contact: Cassandra Sassenberg Title: HHS Director		Item Type: Regular Agenda (Select One)
Amount of Time Requested: 5 minutes		
Presenter: Cassandra Sassenberg Title: HHS Director		Attachments: ☒ Yes ☐ No
County Strategy: Programs and Services - deliver value-added quality services (Select One)		
BACKGROUND/JUSTIFICATION: In October 2023, the Brown-Nicollet Community Health Board acted to dissolve and provided the Minnesota Department of Health with a one-year notice of its intent. 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. A key goal for Nicollet County in this process was to establish a single-county environmental health program within our Health and Human Services department, ensuring high-quality, locally focused services for our licensed establishments. The attached provisional delegation agreement between the Minnesota Department of Health and Nicollet County's Community Health Board allows for duties related to the inspecting, licensing, and regulating of food, beverage and lodging establishments, public pools and related facilities, youth camps, manufactured home parks, and recreational camping areas to be delegated to our local agency.		
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 Provisional Delegation Agreement between the Minnesota Department of Health and Nicollet County Community Health Board		
FISCAL IMPACT: Included in current budget (Select One) If "Other", specify:		FUNDING County Dollars = Other (Select One)
FTE IMPACT: Increase FTE (Select One)		Total:
If "Increase or "Decrease," specify: Refer to Environmental Health Manager Position Request Agenda Item Related Financial/FTE Comments:		

Provisional Delegation Agreement between the Minnesota Department of Health and Nicollet County Community Health Board

1. Parties

This Provisional Delegation Agreement (“Agreement”), effective on the first day of January 2025, is between the State of Minnesota acting through its Commissioner of Health (“Minnesota Department of Health” or “MDH”) and Nicollet County Community Health Board for Nicollet County (“Designated Agent”).

2. Background Information

- A. MDH, charged with protecting the public health under Minnesota Statutes, Chapters 144, 157 and 327, has the duty to inspect, license and regulate food, beverage, and lodging establishments; public pools and related facilities; youth camps; manufactured home parks and recreational camping areas.
- B. Minnesota Statutes, Section 145A.07, Subd. 1 authorizes MDH to enter into an agreement to delegate these duties to the Designated Agent. MDH delegates its authority to the Designated Agent according to this Agreement from January 1, 2025, through December 31, 2028, but nevertheless remains ultimately responsible for the performance of these duties under Minnesota Statutes, Section 145A.07, Subd. 3 (h).
- C. The signing of this Agreement will replace any previous agreement in effect between Nicollet County Community Health Board and any of its Designated Agents regarding the duty to inspect, license and regulate food, beverage, and lodging establishments; public pools and related facilities; youth camps; manufactured home parks and recreational camping areas. Any changes to this Agreement by Nicollet County Community Health Board or MDH will be made according to the terms contained herein.
- D. The Designated Agent, having jurisdiction over Nicollet County, accepts the delegation and agrees to the terms of this Agreement regarding inspection and licensing of regulated establishments and enforcement of the applicable laws for the purpose of preventing and abating public health risks.

3. Purpose of Provisional Agreement

This Agreement outlines the parties’ roles and responsibilities for the 36-month period from January 1, 2025, to December 31, 2028, for inspecting, licensing, and regulating food, beverage, and lodging establishments; public pools and related facilities; youth camps and manufactured home parks and recreational camping areas located in Nicollet County.

4. Delegation Scope

A. Delegated Responsibilities:

The Designated Agent has been delegated the authority to license, inspect, and regulate the following except as specified in Section B of this agreement:

1) Food, Beverage, and Lodging Establishments:

As defined in and governed by Minnesota Statutes, Chapter 157 and Minnesota Statutes, Chapter 327, Minnesota Rules, parts 4626.0010 to 4626.1855, and Minnesota Rules, parts 4625.0100 to 4625.2300;

2) Certified Food Protection Manager requirements for food establishments:

As defined in and governed by Minnesota Rules, parts 4626.0033;

3) Manufactured Home Parks and Recreational Camping Areas:

As defined in and governed by Minnesota Statutes, Sections 327.14 to 327.28, and Minnesota Rules, parts 4630.0200 to 4630.2210;

4) Youth Camps:

As defined in and governed by Minnesota Statutes, Sections 144.71 to 144.74, and Minnesota Rules, parts 4630.2300 to 4630.4700; and

5) Public Pools:

As defined and governed by Minnesota Statutes, Section 144.1222, and Minnesota Rules, parts 4717.0150 to 4717.3970.

6) Variances to Minnesota Rules for:

- a. Lodging, as specified in Minnesota Rules, part 4717.7000, subpart 1 (D);
- b. Manufactured home parks and recreational camping areas, as specified in Minnesota Rules, part 4717.7000, subpart 1(E);
- c. Youth camps, as specified in Minnesota Rules, part 4717.7000, subpart 1 (F); and
- d. Food establishments, as specified in Minnesota Rules, parts 4626.1690 to 4626.1715.

B. Responsibilities Not Delegated:

MDH retains exclusive authority for the following:

1) MDH License renewal:

Under Minnesota Statutes, Section 157.16, Subd 2, for mobile units operating within geographic areas under the jurisdiction of MDH and operate within Nicollet County, except as specified in section 5, C (2) and (3) of this agreement;

2) Certification of food protection managers:

Under Minnesota Statutes, Section 157.16, Subd. 2(a) and Minnesota Rules, parts 4626.0033, subparts G through O;

3) MDH Establishment fees:

Under Minnesota Statutes, Section 157.16, Subd 3, except as specified in Section 5 C (3);

4) Collection of Statewide Hospitality Fee:

Under Minnesota Statutes, Section 157.16, Subd 3(a);

5) Public swimming pool plan review and approval:

Under Minnesota Statutes, Section 144.1222, Subd. 1a. and Minnesota Rules, parts 4717.0450; and

6) Variances for public swimming pools:

As defined in Minnesota Rules, part 4717.7000, subpart 1(H).

5. Designated Agent Responsibilities

A. Regulatory Foundation and Authority

- 1) The County Board for Nicollet County must enact and maintain ordinances that incorporate the requirements of the statutes and rules stated in Section 4 A, items 1 through 6 for licensing, inspection, and enforcement authority. As stated in Minnesota Statutes, Section 145A.05, Subd. 1, ordinances may not conflict with or be less restrictive than the relevant Minnesota Statutes or Rules.
- 2) Ordinances must establish authority for enforcement and described actions to ensure compliance.
- 3) The County Board for Nicollet County may not enact or amend any ordinance related to the statutes and rules stated in Section 4 A, items 1 through 6 without MDH's prior review of and comment on the proposed language. Within 30 days of promulgation of any new or amended ordinance that is within the scope of this Agreement, the Designated Agent will provide MDH with a copy of the new or amended ordinance.

B. Regulatory Staff and Training

The Designated Agent will, under MDH's oversight:

- 1) The Designated Agent will hire, directly employ, and maintain qualified inspection personnel, as defined in this section, to enforce the statutes, rules, and local ordinances encompassed in this Agreement.

PROVISIONAL FPLS DELEGATION AGREEMENT

- 2) If the Designated Agent's inspection staff consists of a single person, that person must be a fully qualified Registered Environmental Health Specialist/Sanitarian.
- 3) Inspections required in Minnesota Statutes, Chapter 157 and Minnesota Rules, parts 4630.2210 and 4630.1900 must be performed by Environmental Health Specialist/Sanitariums who possess the qualifications stated in Minnesota Rules, parts 4695.2500 to 4695.2800.
- 4) Create a staffing structure so inspection staff can devote a minimum of 1.0 FTE per 250 establishments or less annually for delegated program licensing, plan review, inspection, enforcement, outbreak and emergency response, program evaluation and industry and community relations activities. This is inclusive of: food and beverage establishments, school food service, day care food service, lodging establishments, board and lodging with special services, hotels, motels, resorts, vacation home rentals, manufactured home parks, recreational camping areas, youth camps and public swimming pools and spas.
- 5) Train all staff according to the following requirements:
 - a. Implement a training plan for staff that incorporates the elements in the Conference for Food Protection Field Training Manual. Training must incorporate elements for all delegated program areas. The training plan must include a method to document the date of hire or assignment and training completion dates for staff. Note: The substitution of the Registered Environmental Health Specialist credential for training elements is not permitted. Documentation of the completed training for each staff person must be submitted to MDH by July 1, 2025, for staff hired on or before January 1, 2025, and within 6 months of the date of hire for all staff appointed by the Designated Agent after January 1, 2025.
 - b. All newly hired staff must complete the "pre" and "post" curriculum coursework cited in Standard 2 of the FDA Voluntary National Retail Food Regulatory Program Standards. Documentation of the completed training must be submitted to MDH in accordance with the training plan. Documentation of training may include training and coursework completed prior to employment with Nicollet County.
 - c. The Designated Agent's representative(s) standardized by MDH, or supervisor(s) will annually conduct a minimum of 10 joint field inspections with each sanitarian, inspecting in a variety of program areas. Inspections must be documented, and documentation must be submitted to MDH for review upon request.
 - d. A minimum of one staff shall attend MDH-provided trainings and meetings when possible. Such meetings and trainings may include regulators' meetings, Food Code training, program evaluation development, and other upcoming meetings identified in consultation with MDH during regularly scheduled program monitoring calls.

- 6) Standardize all staff according to the following requirements:
 - a. At least one staff must be designated as a representative to conduct initial and recertification standardization with qualified MDH staff according to the Minnesota Food Code Standardization Protocol.
 - b. This representative will standardize all other Nicollet County Community Health Board inspection staff according to the protocol. Standardization must be documented and available for MDH to review upon request.
- 7) The Designated Agent will prepare and submit to MDH on an annual basis, a staffing plan to assure adequate program coverage. The staffing plan may include mutual aid agreements, cooperative agreements, or other tools to address staffing shortages, or the need for additional staff during emergencies or special circumstances.
- 8) The Designated Agent will notify MDH in the event of unexpected staff changes leading to inadequate or unqualified staffing. MDH may perform a program evaluation under the following circumstances.
 - a. If the Designated Agent has inadequate or unqualified staffing, the Designated Agent remains responsible for providing both routine and emergency services covered by this Agreement.
 - b. If the Designated Agent has inadequate or unqualified staffing:
 - i. Within 10 business days of the staff's departure, the Designated Agent must submit a written plan for providing routine and emergency services until qualified staff are hired. This plan must include the name, credentials and contact information for staff performing delegated duties. MDH will provide written approval or rejection of the plan within 10 business days of receipt.
 - ii. While the Designated Agent has inadequate or unqualified staff, the Designated Agent must submit to MDH on a monthly basis, inspection reports for all inspections conducted during the previous 30 days.
 - iii. The Delegated Agent will have 180 days from the time of the staff's departure to hire qualified staff. If qualified staff cannot be hired within 180 days, MDH will terminate this Agreement and immediately begin providing routine and emergency services in the Delegated Agent's jurisdiction.

C. Risk-Based Inspections and Uniform Inspection Program

- 1) The Designated Agent must implement the program's licensing, inspection, and regulatory policies and procedures approved by MDH consistently in the Designated Agent's jurisdiction. Further amendments may be required based on changes to the accepted standard as established by MDH and the Environmental Health Continuous Improvement Board (EHCIB). If changes are required, a date for submitting changes to the policies and procedures documents will be agreed upon by both parties.
- 2) The Designated Agent must license each establishment on an annual basis.

PROVISIONAL FPLS DELEGATION AGREEMENT

- 3) The Designated Agent will establish license fees in accordance with Minnesota Statutes, Section 145A.04, Subd. 4(c).
- 4) The Designated Agent must classify and inspect each:
 - a. Food, beverage, lodging, and pool establishments according to the inspection frequency and risk category as stated in Minnesota Statutes, section 157.20;
 - b. Manufactured home park and recreational camping area according to Minnesota Rules, parts 4630.2210 and 4630.1900.; and
 - c. Youth camp according to Minnesota Statutes, section 144.73.
- 5) The Designated Agent will conduct inspections, respond to complaints, and document follow-up activities. The Designated Agent must:
 - a. Correctly identify, document and address hazards as defined in Minnesota Statutes, section 157.15, subdivision 18;
 - b. Incorporate education for establishment staff into the inspection process; and
 - c. Promote active managerial control concepts in food establishments as defined in Annex 3 of the FDA Food Code and for establishments in all program areas.
- 6) The Designated Agent will conduct risk-based inspections according to the frequency mandated by law and will conduct follow-up inspections on a priority basis.
- 7) The Designated Agent's inspection staff must maintain inspection reports that include, at a minimum:
 - a. Date of inspection;
 - b. Type of inspection being conducted (example: routine, follow-up, complaint, construction, etc.);
 - c. Risk category of the establishment;
 - d. Identifying information for the establishment (business name, address, person-in-charge, etc.);
 - e. Identification of the inspector conducting the inspection;
 - f. Identification of the person in charge, CFPM, and/or CPO (as applicable) present at the time of inspection;
 - g. Identification of health and safety violations, including a description of the observation;
 - h. The correct Minnesota Rule, Statute, or ordinance citation for violations that were observed (as applicable);
 - i. Documentation of temperatures, chemicals and other measurements taken during the inspection (as applicable);
 - j. Documentation of corrective actions (identified as either corrected onsite or a description of how to correct the violation);

PROVISIONAL FPLS DELEGATION AGREEMENT

- k. Compliance date for correction of violations
 - l. Description of follow-up activities and tools used to gain long-term compliance, such as risk control plans, standard operating procedures, equipment specifications, remedial training, or HACCP plans; and
 - m. Description of complaint response findings (if applicable); and
 - n. Completion of the Conference for Food Protection inspection form for high and medium risk food establishments.
- 8) Inspections will be conducted during business hours that are typical for the type of establishment being inspected.
- 9) Beginning January 1, 2025, the Designated Agent will submit all inspection reports to MDH for review for accuracy, consistency, and uniformity. The need to submit inspection reports will be evaluated quarterly and a determination will be made on whether report submittal must continue. Reports will no longer need to be submitted when they are relatively free of errors.
- 10) The Designated Agent will provide, at a minimum, the following information for each program area to MDH by March 31 of each calendar year in a format to be negotiated:
- a. Type of establishment (e.g., food & beverage, seasonal temporary and seasonal permanent food stands, mobile food units, food carts, special event food stands, boarding, schools, lodging, MHPs, RCAs, special event camping areas, pools, youth camps etc.), establishment name, establishment address, and risk category of each licensed establishment;
 - b. All-hazards emergency contact name and information for each licensed establishment; and
 - c. Establishment owner name and/or establishment operator name for each licensed establishment.
- 11) The Designated Agent must review and approve plans for new construction, renovation, or conversion of licensed establishments. Establishments must follow Minnesota Statutes and Rules and local ordinances before they can operate. Educational outreach must be made to swimming pool establishments, so they are aware plans are required to be submitted to MDH.
- 12) The Designated Agent may review and approve variances according to Minnesota Rules and Statutes except for public swimming pools. Educational outreach must be made to swimming pool establishments so they are aware variance requests must be submitted to MDH.
- 13) The Designated Agent agrees that MDH staff may accompany the Designated Agent's staff in their work, make independent assessments of risk factors or hazards at licensed establishments, and perform program activities in consultation with the

Designated Agent as circumstances warrant. Joint visits will be for the purpose of standardization of field staff, consultation, and program evaluation.

D. Outbreaks and Emergency Response

The Designated Agent will:

- 1) Provide 24/7 emergency contact information to MDH by January 1, 2025, and at any time it is updated after that date; have qualified staff available 24 hours per day for seven days a week for delegated outbreak and emergency responses;
- 2) Document and maintain a complaint log or database for all complaints received;
- 3) Respond to complaints of illness or injury within one business day;
- 4) Record and transmit all foodborne and waterborne illness complaints to MDH within one business day via fax, phone, or an approved electronic method. The report must contain the contact information for both the complainant and the establishment; and
- 5) Investigate and document illness and injury reports according to Minnesota Statutes, section 145.04 subd. 6, using protocol approved by MDH. Conduct all outbreak and emergency investigations per the MDH Outbreak Response Protocol.

E. Compliance and Enforcement

The Designated Agent will:

- 1) Document specific factual observations of violations or other deviations of law; specific Rule, Statute, and Ordinance citations for violations observed; a “correct by” or “comply by” date; and clearly written and complete corrective actions, enforcement actions, follow-up activities and complaint response. The Designated Agent shall retain this data according to its record retention policy.
- 2) Implement the Designated Agent’s enforcement policies and procedures approved by MDH consistently in the Delegated Agent’s jurisdiction. Further amendments may be required based on changes to the accepted standard as established by MDH and the Environmental Health Continuous Improvement Board (EHCIB). If changes are required, a date for submitting changes to the policies and procedures documents will be agreed upon by both parties.
- 3) Take enforcement action to achieve compliance for each violation in accordance with the enforcement tools specified in ordinance and written policies and procedures including execution of executive or legislative orders during emergencies or other events. If initial enforcement actions fail to achieve compliance, exert enforcement authority by undertaking one or more of the following significant actions:
 - a. Seeking injunctions under Minnesota Statutes, section 145A.04, subd. 9;

- b. Referring the matter to Designated Agent's legal counsel to initiate criminal or administrative actions against noncompliant parties; and
 - c. Pursuing other enforcement mechanisms such as license revocation.
- 4) Upon request, provide a written summary of such significant enforcement actions to MDH within 30 days.
- 5) The Designated Agent shall maintain documentation of enforcement actions taken and retain this documentation according to its record retention policy.

F. Industry and Community Relations

- 1) The Designated Agent must participate in internal or external workgroups, advisory boards, or committees that promote health equity and foster communication and information sharing to improve public health outcomes in all program areas. Participation may consist of conference calls, written or in-person participation.
- 2) The Designated Agent must maintain industry and community relations documentation such as meeting agendas and minutes, participation lists, meeting attendance records, education outreach materials, website information, newsletters, and presentations and retain it according to its record retention policy.

G. Program Support and Resources

- 1) The Designated Agent will maintain a supervisory structure ensuring all program areas are administrated consistently. When requested or when there is an organization change, the Designated Agent will submit to MDH for review and approval an organizational chart with lines of accountability, and documentation describing staff roles and responsibilities.
- 2) The Designated Agent will provide licensing and inspection systems to maintain all establishment information in an electronic format and make it available to MDH upon request.
- 3) The Designated Agent will provide appropriate equipment and tools for staff to conduct their delegated duties (such as thermocouples, minimum/maximum registering thermometers, flashlights, computers, pool kits, etc.).
- 4) When requested, the Designated Agent will submit to MDH a detailed budget, including expenditures (e.g. personnel, supplies, indirect, and direct expenses), revenues and fees.
- 5) The Designated Agent will make program records available to MDH upon request.

H. Program Evaluation

- 1) Upon request the Designated Agent will conduct a self-assessment using the Environmental Health Continuous Improvement Board (EHCIB) and MDH program

evaluation protocol and tools and submit documentation to MDH for verification to determine if it meets the performance standards.

- a. As part of the program evaluation protocol developed by MDH and the EHCIB, a file review and field review component will be done in collaboration with MDH and the Designated Agent.

I. Summary Report

In order for MDH and the Designated Agent to discuss issues, concerns, or problems, the Designated Agent will provide midway through the term of this agreement, in an agreed-upon format, the following documentation of activities completed in the previous months:

- 1) A list of joint inspections conducted by the sanitarian(s) and the standardized food inspection officer(s) or supervisor(s);
- 2) A list of all inspections conducted by the Designated Agent identifying the date of the inspection, the name of the inspector, the name of the facility, physical address, license type, and inspection type;
- 3) A list of completed plan reviews;
- 4) A list of all licenses issued;
- 5) A list of special events and other seasonally licensed events;
- 6) A list of variances approved;
- 7) A list of Hazard Analysis and Critical Control Point (HACCP) plans approved;
- 8) A list of all complaints received, as well as the resolution (i.e., was an on-site visit warranted);
- 9) A summary of enforcement activities; and
- 10) A summary of trainings or other educational activities completed by staff.

6. MDH's Responsibilities

- A. To ensure consistent regulation and enforcement statewide, MDH will review the Designated Agent's ordinances or proposed changes to existing ordinances and provide a written response. MDH will review and provide comments within 30 days of receipt of the proposed ordinance being submitted to MDH.
- B. MDH will coordinate a review of each program area requirements listed in Section 4. A, items 1 through 6.
- C. MDH will evaluate compliance with this Agreement to ensure its delegated programs are adequate to assure compliance with regulated parties with the standards and requirements established in statute and rule.

- D. MDH staff will be available for advice regarding issues covered under this Agreement.
- E. MDH will refer to the Designated Agent any complaints received concerning matters under the jurisdiction of Nicollet County.
- F. MDH will maintain an emergency communication system for notifying and communicating with local boards of health, industry, and others about serious threats to food safety and public health.
- G. MDH will lead epidemiological surveillance and investigations; consult with the Designated Agent as necessary during investigations; and summarize and report the results of epidemiological investigations.
- H. MDH will offer training and consultation for program areas listed under Section 4 of this Agreement throughout the duration of this Agreement.
- I. MDH will verify the Designated Agent's performance in accordance with the protocol for program evaluations developed by the EHCIB.
- J. During the effective period of this Agreement MDH will do the following:
 - 1) Review the Designated Agent's compliance with this Agreement;
 - 2) Ensure application of consistent regulation and enforcement;
 - 3) Consult on an agreed-upon schedule to report any improvements needed to the Designated Agent;
 - 4) Evaluate the Designated Agent's quality of work in carrying out its delegated duties;
 - 5) Standardize an inspection staff member in Nicollet County per the established MDH Standardization Protocol;
 - 6) Verify regulated facilities comply with the standards and requirements in Section 4 of this Agreement by using the program evaluation protocol developed and approved by the EHCIB and MDH;
 - 7) Monitor inspection services and frequency, plan review activities, enforcement, and training;
 - 8) Review inspection reports for accuracy and inspector competency;
 - 9) When vacancies occur consult with hiring staff to assure qualified staff are hired to perform delegated duties;
 - 10) Advise regarding duties under this Agreement; and
 - 11) Take appropriate action when MDH deems necessary to ensure the delegated duties are carried out and public health is protected.

7. Progress Report

- A. MDH will provide the Designated Agent a written progress report identifying improvements needed at the midpoint of this Agreement.

- B. Designated Agent will provide a written corrective action plan and take corrective action for improvements identified in the MDH progress report using the continuous improvement process developed by the EHCIB and MDH.
- C. Both MDH and Designated Agent will assign a person to be liaison to the other party.

8. Termination

- A. MDH may immediately terminate this Agreement if MDH determines that the Designated Agent:
 - 1) Is unable or unwilling to carry out the terms of this Agreement;
 - 2) Fails to demonstrate that it has carried out license, inspection, reporting and enforcement activities under this Agreement;
 - 3) Fails to act in response to an event that poses an immediate threat to public health; or
 - 4) Fails to meet minimum criteria for evaluation of program standards, as established through the Environmental Health Continuous Improvement Board.
- B. MDH will provide the Designated Agent, in writing, the reasons for MDH's decision to immediately terminate this Agreement. If the Designated Agent disputes MDH's decision to terminate this Agreement, MDH and the Designated Agent shall attempt to resolve the dispute through an informal process. If the informal process does not resolve all disputes, the Designated Agent may, within 10 days, appeal MDH's decision to terminate this Agreement to the Commissioner of Health. The Designated Agent will provide the Commissioner of Health and MDH with a written statement identifying the facts in dispute, the Designated Agent's position concerning those facts, and the information the Designated Agent is relying on to support its position.
- C. The Commissioner of Health will issue a written decision within 21 days. The Commissioner's decision is final.
- D. If the Commissioner upholds MDH's termination of this Agreement, MDH will provide a written transition plan to the Designated Agent and immediately assume all duties under this Agreement.

9. Other Remedies Reserved

Nothing in this Agreement waives the MDH's right to enforce this Agreement or take any action authorized by law if the Designated Agent fails to comply with this Agreement.

10. Entire Agreement

This Agreement contains the entire agreement between the Designated Agent and the MDH. This Agreement supersedes any other agreements between the parties, either verbal or written, about the terms of this Agreement. MDH retains all functions and duties not included in this Agreement.

11. Other Applicable Laws and Permits

- A. The parties will undertake all actions under this Agreement according to the requirements of all applicable local, State and Federal laws and regulations, including laws and regulations related to occupational safety and health.
- B. Successor or amended statutes and rules apply to this agreement and are automatically incorporated into this Agreement upon their effective date.

12. Tort Claims

Each party agrees that it will be responsible for its own acts and their respective consequences to the extent authorized by law and will not be responsible for the acts and their respective consequences of the other. The Minnesota Tort Claims Act, Minnesota Statutes, Section 3.736, and other applicable law will govern the State's liability. The Municipal Tort Claims Act, Minnesota Statutes, Chapter 466, and other applicable law will govern the Designated Agent's liability.

13. Amendments

The parties may amend this Agreement only by written agreement signed by the parties.

The parties' duly authorized officers have executed this Agreement on the date shown.

Minnesota Department of Health

Dated: _____ By: _____

Assistant Commissioner of Health

Designated Agent

Dated: _____ By: _____

Chair, Nicollet County Community Health

Board

Nicollet County Board of Commissioners

Board Meeting Agenda Item



Agenda Item:		
Position Request: Environmental Health Manager		
Primary Originating Division/Dept.: Health and Human Services	Meeting Date: 12/17/2024	
Contact: Cassie Sassenberg Title: HHS Director	Item Type: Regular Agenda (Select One)	
Amount of Time Requested 5 minutes		
Presenter: Cassie Sassenberg Title: HHS Director	Attachments: ☒ Yes ☐ No	
County Strategy: Programs and Services - deliver value-added quality services (Select One)		
BACKGROUND/JUSTIFICATION: In October 2023, the Brown-Nicollet Community Health Board acted to dissolve and provided the Minnesota Department of Health with a one-year notice of its intent. A key goal for Nicollet County in this process was to establish a single-county environmental health program within our Health and Human Services department, ensuring high-quality, locally focused services for our licensed establishments. On September 12, 2023, as part of this transition, the Nicollet County Board of Commissioners approved a plan to shift the Brown-Nicollet Environmental Health Director position into a full-time role as part of Nicollet County. The attached position request and description outline the Environmental Health Manager role, which has been incorporated into the proposed 2025 Health and Human Services budget. This morning's request is to formally seek approval for Jesse Harmon to assume the Environmental Health Manager position as a Nicollet County employee effective January 1, 2025 and to retain his seniority and accumulated vacation and sick leave balances from his service in Brown-Nicollet Environmental Health unless otherwise compensated.		
Supporting Documents: ☒ Attached ☐ In Signature Folder ☐ None		
Prior Board Action Taken on this Agenda Item: ☒ Yes ☐ No		
If "yes", when? (provide year; mm/dd/yy if known) 09/12/2023		
Approved by County Attorney's Office: ☐ Yes ☐ No ☒ N/A		
ACTION REQUESTED: Approval of the Environmental Health Manager position, effective January 01, 2025		
FISCAL IMPACT: Included in current budget (Select One) If "Other", specify	FUNDING County Dollars = Other (Select One)	\$40,445.40 \$124,250.00
FTE IMPACT: Increase FTE (Select One) If "Increase or "Decrease" specify: 1 FTE transitioning from Brown-Nicollet to Nicollet County Related Financial/FTE Comments:	Total	



Environmental Health Manager

<u>BAND</u>	<u>GRADE</u>	<u>SUBGRADE</u>	<u>FLSA STATUS</u>
D	6	1	Exempt
SUMMARY: This position manages the Environmental Health program areas. Objectives include protecting public health and safety of County residents and licensed establishments. Responsibilities include achieving compliance with the applicable Minnesota rules and statutes as described in applicable Nicollet County ordinances, educating customers, and encouraging voluntary compliance.			

TYPICAL ESSENTIAL DUTIES: (These duties are a representative sample; position assignments may vary.)		<u>FRE- QUENCY</u>	<u>BAND/ GRADE</u>
1.	Develops and maintains policies, procedures, and practices for assigned program areas to improve consistency in licensing, complaint investigation, inspection and enforcement.	Monthly 15%	D6
2.	Provides management of program area, including planning, coordinating, administering, and evaluating programs, projects, processes, procedures, systems, standards, and/or service offerings; interprets and ensures compliance with Federal, State, and local laws, regulations, codes, and/or standards.	Daily 30%	D6
3.	Represents the program with Government officials, health care providers, public/private schools, and work groups to influence the decision-making process to ensure adequate resources for program maintenance and expansion and the delivery of comprehensive services.	Daily 15%	D6
4.	Conducts inspections and evaluates various establishments, including food, beverage, and lodging establishments; pools; recreational camping areas; youth camps; and manufactured home parks. Coordinates enforcement actions. Prepares inspection reports and corrective action orders, documents compliance, and maintains facility or establishment records.	Monthly 15%	C4
5.	Conducts inspections, investigates complaints and food-borne illness outbreaks, provides education, determines enforcement actions, and coordinates notification of violations among appropriate agencies. This includes complaints pertaining to various program areas and public health nuisances, as they relate to food and beverage establishments, public swimming pools, lodging establishments, manufactured home parks, recreational camping areas, and youth camps. Coordinates enforcement actions with applicable County departments and regulatory agencies.	Monthly 10%	C4

TYPICAL ESSENTIAL DUTIES: (These duties are a representative sample; position assignments may vary.)		FRE- QUENCY	BAND/ GRADE
6.	Reviews and approves applications for licensing and special events, new construction, and remodeling projects. Determines and assigns license category and license fees for all program areas. Collects license fees.	Weekly 5%	C4
7.	Develops and administers program area budget and records management; approves expenditures; reviews financial statements; manages financial operations; handles queries; processes invoices; and secures additional funding by writing and submitting grant applications.	Annually 5%	D6
8.	Develops training materials and engages in community and provider outreach and education opportunities.	Monthly 5%	C4
9.	Participates in other Public Health programs and activities including infectious and chronic disease prevention and control, and public health preparedness, as they relate to food and beverage establishments, public swimming pools, lodging establishments, manufactured home parks, recreational camping areas, and youth camps.	As Needed	C4
10.	Performs other duties as apparent or assigned.	As Required	N/B

TRAINING AND EXPERIENCE (positions typically require):

Bachelor's degree in environmental health or related field and five (5) years environmental health experience; or, an equivalent combination of education and experience sufficient to successfully perform the essential duties of the job such as those listed above.

LICENSING REQUIREMENTS (position requires):

- State of Minnesota Registered Environmental Health Specialist
- Minnesota Driver's license

KNOWLEDGE (position requirements at entry):

Knowledge of:

- Applicable Federal, State, and local laws, rules, and regulations
- Strategic planning principles
- Training methods and techniques
- Program development and implementation principles
- Advanced public health principles
- Budgeting principles
- Computers and related software applications

SKILLS (position requirements at entry):

Skill in:

- Applying Federal, State and local laws, rules, and regulations
- Developing, evaluating, recommending, and implementing processes and procedures
- Analyzing processes and making recommendations for improvement
- Developing and implementing strategic plans
- Preparing and conducting training sessions
- Developing and administering budgets
- Using a computer and related software applications
- Communication, interpersonal skills as applied to interaction with coworkers, supervisor, the general public, etc. sufficient to exchange or convey information and to receive work direction

PHYSICAL REQUIREMENTS:

Positions typically require: talking, hearing, seeing and repetitive motions.

Sedentary Work: Exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body. Sedentary work involves sitting most of the time. Jobs are sedentary if walking and standing are required only occasionally and all other sedentary criteria are met.

Incumbents may be subject to travel.

NOTE:

The above job description is intended to represent only the key areas of responsibilities; specific position assignments will vary depending on the business needs of the department.

CLASSIFICATION HISTORY:

Reviewed by Gallagher Benefits Consulting, December 2023.

Position Request Form

SUBMIT THIS FORM WITH YOUR PRELIMINARY BUDGET

Position Title:	Environmental Health Manager
Department:	Health and Human Services
Requested by:	Cassandra Sassenberg
# of FTEs currently with this position classification:	0
# of additional hours requested annually:	1 FTE

Please attach *typed* responses to the following questions. If you wish to include additional information, please attach it in a separated document.

1. Describe in detail the duties of this new/expanded position.

This position manages the Environmental Health program areas. Objectives include protecting public health and safety of County residents and licensed establishments. Responsibilities include achieving compliance with the applicable Minnesota rules and statutes as described in applicable Nicollet County ordinances, educating customers, and encouraging voluntary compliance.

2. Has there been a change in your department/program that justifies the need for additional staff?

This position request formalizes the transition of these responsibilities from the Brown-Nicollet Environmental Health team to an Environmental Health Manager role within Nicollet County's Health and Human Services Department.

3. Could this position or its duties be shared with other employees of the department, or with employees of another department (*Job Sharing*)?

No.

4. Could a new process(es) of service delivery be implemented that is more efficient and thus reduce/eliminate the need for this additional staff (*LEAN process*)?

No, not if continuing to provide services at the local level.

5. Could filling this position be delayed? Explain.

No.

6. Is Nicollet County mandated to provide the services this position performs?

☒ Yes

☐ No

Nicollet County is mandated to provide these services by either working with the Minnesota Department of Health to provide them, or seeking a delegation agreement to provide them locally.

7. Why is it critical to the department that this position be filled?

Nicollet County has completed the steps necessary to have duties related to the inspecting, licensing, and regulating of food, beverage and lodging establishments, public pools and related facilities, youth camps, manufactured home parks, and recreational camping areas delegated to our Health and Human Services Department. In order to successfully complete these tasks, an Environmental Health Manager must be hired.

8. Describe the impact on the citizens of Nicollet County if this position is not filled.

Duties related to the inspecting, licensing, and regulating of food, beverage and lodging establishments, public pools and related facilities, youth camps, manufactured home parks, and recreational camping areas would return to the Minnesota Department of Health. Nicollet County has a strong belief that our establishments are best served by local environmental health staff.

9. How would you measure success of this position?

A smooth transition from a shared environmental health program to a single-county environmental health program, ongoing partnership as each county sets up its local structure, outreach to licensed establishments, and increased educational opportunities.

10. How would you measure quality of work and quantity of work for this position?

Quality and quantity of work will continue to be measured by the Minnesota Department of Health through the provisional delegation agreement. Additionally, the Health and Human Services Director will provide required supervision of the program as well as participation in 10 licensing inspections each year.

11. If this position is added, who would be better off because of it?

Nicollet County licensed establishments and residents will benefit from local services as well as the additional outreach and training that can be provided through a single-county environmental health program. There will be greater stability for the environmental health program and increased collaboration across county programs.

12. Position cost and funding – complete the table below:

COST	AMOUNT
Annual Salary (<i>contact Finance</i>):	\$115,503.43
Payroll Tax (<i>contact Finance</i>):	\$8,836.01
Family Health/Dental/Savings Account/Life/Disability:	\$31,693.20
PERA (<i>contact Finance</i>):	\$8,662.76
TOTAL COST:	\$164,695.40

FUNDING	AMOUNT
Grant:	\$35,900
State:	\$
Federal:	\$
License Fees and Misc. Billing:	\$88,350
County	\$40,445.40
TOTAL:	\$164,695.40

Department Head Name: Cassandra Sassenberg **Date:** 12/11/2024

Department Head Signature: Cassandra Sassenberg

Nicollet County Board of Commissioners

Board Meeting Agenda Item



Agenda Item:		
Position Request: Statewide Health Improvement Partnership (SHIP) Coordinator		
Primary Originating Division/Dept.: Health and Human Services	Meeting Date: 12/17/2024	
Contact: Cassie Sassenberg Title: HHS Director	Item Type: Regular Agenda (Select One)	
Amount of Time Requested 5 minutes		
Presenter: Cassie Sassenberg Title: HHS Director	Attachments: ☒ Yes ☐ No	
County Strategy: Programs and Services - deliver value-added quality services (Select One)		
BACKGROUND/JUSTIFICATION: In October 2023, the Brown-Nicollet Community Health Board acted to dissolve. The formation of the Nicollet County Community Health Board is effective on January 01, 2025. Nicollet County values the partnership and community-driven health opportunities that have been provided by the Statewide Health Improvement Partnership (SHIP). It has been our intention for the Brown-Nicollet SHIP Coordinator to transition to employment as part of Nicollet County Health and Human Services. A memorandum of understanding for 2025 will be reviewed at the first Nicollet County Board of Commissioners meeting in January of 2025 to support this role in continuing to provide services within Brown, Le Sueur, Nicollet, and Waseca Counties. The attached position request and description outline the SHIP Coordinator role. This request is to formally seek approval for Kristen Friedrichs to assume the SHIP Coordinator position as a Nicollet County employee effective January 1, 2025 and to retain her seniority and accumulated vacation and sick leave balances from her service in the Brown-Nicollet Community Health Board, unless otherwise compensated.		
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 SHIP Coordinator position, effective January 01, 2025		
FISCAL IMPACT: Included in current budget (Select One) If "Other", specify	FUNDING County Dollars = 0 Grant \$ 127,751.78 (Select One) Total	
FTE IMPACT: Increase FTE (Select One) If "Increase or "Decrease" specify: 1 FTE transitioning from Brown-Nicollet to Nicollet County Related Financial/FTE Comments:		

Position Request Form

SUBMIT THIS FORM WITH YOUR PRELIMINARY BUDGET

Position Title:	Statewide Health Improvement Partnership (SHIP) Coordinator
Department:	Health and Human Services
Requested by:	Cassandra Sassenberg
# of FTEs currently with this position classification:	0
# of additional hours requested annually:	1 FTE

Please attach *typed* responses to the following questions. If you wish to include additional information, please attach it in a separated document.

1. Describe in detail the duties of this new/expanded position.

This position is responsible for mobilizing the community to plan and implement the Statewide Health Improvement Program (SHIP). Currently these responsibilities are within Brown, Nicollet, Le Sueur and Waseca Counties.

2. Has there been a change in your department/program that justifies the need for additional staff?

This position request formalizes the transition of these responsibilities from the Brown-Nicollet Community Health Board to a SHIP Coordinator role within Nicollet County's Health and Human Services Department. A memorandum of understanding between Brown, Nicollet, and Le Sueur/Waseca Community Health Boards will be completed in January 2025.

3. Could this position or its duties be shared with other employees of the department, or with employees of another department (*Job Sharing*)?

No.

4. Could a new process(es) of service delivery be implemented that is more efficient and thus reduce/eliminate the need for this additional staff (*LEAN process*)?

No.

5. Could filling this position be delayed? Explain.

No.

6. Is Nicollet County mandated to provide the services this position performs?

☐ Yes

☒ No

The Local Public Health Act requires that Community Health Boards implement areas of public health responsibility, which includes promoting healthy communities and health behavior, which aligns well with SHIP.

All Community Health Boards in the state have SHIP representation.

7. Why is it critical to the department that this position be filled?

Nicollet County communities benefit from the funded collaborative projects that aim to create healthier communities through sustainable policy, system, and environmental changes.

8. Describe the impact on the citizens of Nicollet County if this position is not filled.

If the SHIP Coordinator does not become an employee of Nicollet County, the four county SHIP collaborative would be unable to continue, as the grant requires a full-time coordinator.

9. How would you measure success of this position?

Ongoing, strong community and county partnerships and expenditure of grant funds on community projects. At the statewide level, SHIP also measures potential impact on things related to active living, healthy eating, well-being, and commercial tobacco-free living.

10. How would you measure quality of work and quantity of work for this position?

The SHIP grant requires the evaluation and reporting of outcomes. The SHIP Coordinator also provides regular updates to the public health supervisors and Community Health Boards for each county served, as well as the Community Leadership Team.

11. If this position is added, who would be better off because of it?

Nicollet County will continue to benefit from community assessments, engagement, and interventions aiming to create healthier communities through sustainable policy, system, and environmental changes.

12. Position cost and funding – complete the table below:

COST	AMOUNT
Annual Salary (<i>contact Finance</i>):	\$84,733.46
Payroll Tax (<i>contact Finance</i>):	\$6,482.11
Family Health/Dental/Savings Account/Life/Disability:	\$30,181.20
PERA (<i>contact Finance</i>):	\$6,355.01
TOTAL COST:	\$127,751.78

FUNDING	AMOUNT
Grant:	\$127,751.78
State:	\$
Federal:	\$
License Fees and Misc. Billing:	\$
County	\$
TOTAL:	\$127,751.78

Department Head Name: Cassandra Sassenberg

Date: 12/13/2024

Department Head Signature: Cassandra Sassenberg



Statewide Health Improvement Project Coordinator

<u>BAND</u>	<u>GRADE</u>	<u>SUBGRADE</u>	<u>FLSA STATUS</u>
C	4	1	Exempt
SUMMARY: This class is responsible for mobilizing the community to plan and implement the Statewide Health Improvement Program (SHIP) within Brown, Nicollet, Le Sueur and Waseca Counties. Initially the responsibilities will focus on assessment of each community and the creation and submission of the implementation grant to be implemented beginning July 1 st , 2014.			

TYPICAL ESSENTIAL DUTIES: <i>(These duties are a representative sample; position assignments may vary.)</i>		<u>FRE- QUENCY</u>	<u>BAND/ GRADE</u>
1.	Create and convene regular meetings of the Partnership and Leadership Teams - prepare agenda, arrange meeting site and preparation, assure that meeting notes are documented.	Daily 20%	C4
2.	Guide Leadership/Partnership teams in the process of choosing interventions including the coordination of training and education for the Leadership/Partnership groups.	Daily 20%	B2
3.	Complete and submit 2 nd year Implementation Grant Application, and implement strategies identified.	Daily 20%	B2
4.	Assure that the community assessment is completed related to the intervention options in each sector: school, community, health care, work site. Work with partners in each setting to implement changes in policy, systems and environment to accomplish the goals of smoking and obesity reduction.	Daily 20%	C4
5.	Ensure completion of all grant requirement duties and timelines as outlined by the Minnesota Department of Health.	Daily 10%	B2
6.	Evaluate the impact of the implementation of SHIP activities among the sectors – school, community, work sites and health care.	Daily 5%	C4
7.	Accept accountability for the SHIP budget by providing management and oversight of expenditures.	Daily 5%	
8.	Performs other duties of a similar nature or level.	As Required	N/B

TRAINING AND EXPERIENCE *(positions typically require):* Bachelor's Degree in community health or related field and two years experience in community health planning; or an equivalent combination of education and experience sufficient to perform to the essential duties of the job such as those listed above.

LICENSING REQUIREMENTS *(positions in this class typically require):*

- Valid Driver's License

KNOWLEDGE *(position requirements at entry):*

- Applicable Federal, State, and local laws, rules and regulations;
- Data Practices as they relate to privacy within a public health office;
- HIPAA;
- Policy and procedure development principles;
- Program development and implementation principles;
- Community resources;
- Customer service principles;
- Computers and related software applications.

SKILLS *(position requirements at entry):*

- Applying Federal, State and local laws, rules and regulations;
- Developing, evaluating, recommending, and implementing processes and procedures;
- Analyzing processes and making recommendations for improvement;
- Developing and administering budgets;
- Forming coalitions, organize meetings and workshops, and manage groups;
- Providing customer service;
- Using a computer and related software applications;
- Communication, interpersonal skills as applied to interaction with coworkers, supervisor, the general public, etc. sufficient to exchange or convey information and to receive work direction.

PHYSICAL REQUIREMENTS:

Positions in this class typically require: reaching, standing, walking, fingering, grasping, talking, hearing, seeing and repetitive motions.

Sedentary Work: Exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body. Sedentary work involves sitting most of the time. Jobs are sedentary if walking and standing are required only occasionally and all other sedentary criteria are met.

NOTE: The above job description is intended to represent only the key areas of responsibilities; specific position assignments will vary depending on the business needs of the department.

CLASSIFICATION HISTORY:

Reviewed by Gallagher Benefits Consulting, Summer 2022.

Nicollet County Board of Commissioners

Board Meeting Agenda Item



Agenda Item: Public Hearing for Capital Improvement Plan 2025-2029, Resolution, and Plan Adoption		
Primary Originating Division/Dept.: Finance Contact: Heather McCormick Title: Finance Director Amount of Time Requested: 10 minutes Presenter: Heather McCormick Title: Finance Director	Meeting Date: 12/17/2024 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 present the 2025-2029 Capital Improvement Plan and hold a public hearing. Following MN Statute 373.40, Nicollet County will conduct a public hearing for their 5 year CIP Plan. 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 make better financial decisions on the County's capital improvement needs. Following the Public Hearing, request is approval of the resolution and adoption of the 5 year CIP Plan.		
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) 12/12/2023		
Approved by County Attorney's Office: ☐ Yes ☐ No ☒ N/A		
ACTION REQUESTED: Approval of the Resolution and Adoption of the 5 Year CIP Plan.		
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

Capital Improvement Plan

2025 – 2029



Draft for Board Meeting 12/17/24



Mission

Providing efficient services with innovation and accountability.

Vision

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: Having a vision, sharing that vision and inspiring others to support our vision while creating their own.

Integrity: Our decisions and actions display a consistent commitment to moral and ethical values.

Accountability: To account for our activities, accept responsibility for them and to disclose the results in a transparent manner.

Efficiency: Our ability to do things well, successfully and without waste.

Innovation: Our transformation of an idea into a service that creates value.



Organizational Chart

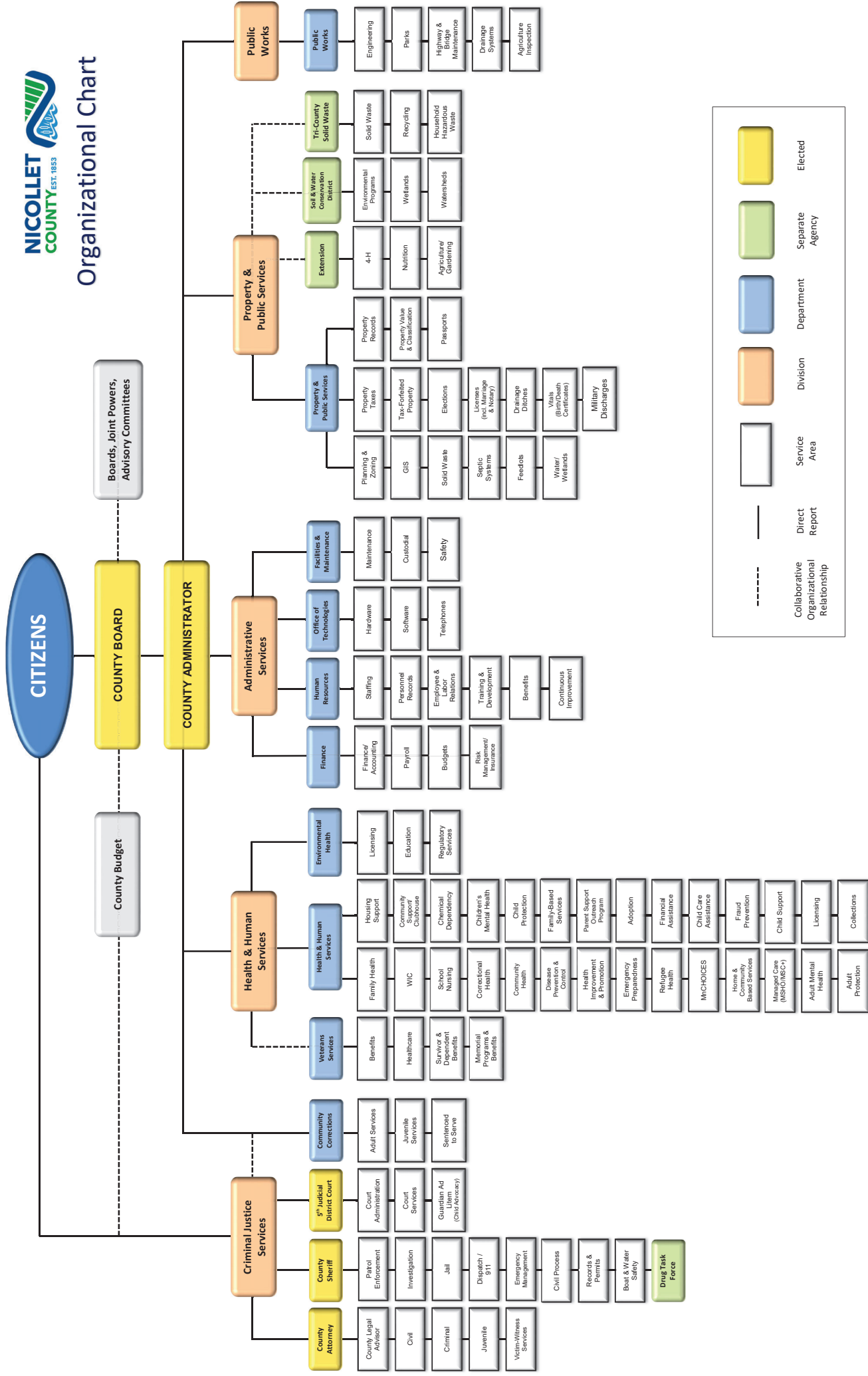


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Purpose

The Nicollet County Capital Improvements Plan (CIP) is a multi-year guide to the construction, maintenance and/or improvement of county road infrastructure and public facilities and land. Through the process of preparing and updating a capital improvements plan, the county meets the need for orderly maintenance of the physical assets of the county. This CIP is intended to serve as a planning tool and is structured to present meaningful long-range perspective of the county's long-range capital needs.

Statutory Requirements

Minnesota Statutes, Section 373.40, allows counties to plan and finance the "...acquisition or betterment of public lands, buildings, or other improvements within the county for the purpose of a county courthouse, administrative building, health or social service facility, correctional facility, jail, law enforcement center, hospital, morgue, library, park, qualified indoor ice arena, roads and bridges, public works facilities, fairground buildings, and records and data storage facilities, and the acquisition of development rights in the form of conservation easements under chapter 84C. An improvement must have an expected useful life of five years or more to qualify. "Capital improvement" does not include a recreation or sports facility building (such as, but not limited to, a gymnasium, ice arena, racquet sports facility, swimming pool, exercise room or health spa), unless the building is part of an outdoor park facility and is incidental to the primary purpose of outdoor recreation".

The CIP must set forth:

- 1) The estimated schedule, timing and details of specific capital improvements;
- 2) Estimated cost of the capital improvements identified;
- 3) The need for the improvements; and
- 4) The sources of revenues needed to pay for the improvements.

Approval of the CIP and annual amendments must be approved by the county board after a noticed public hearing. The CIP must cover a 5-year period beginning with the date of its adoption.

Planning Process

Each year, in conjunction with the annual budget development process, the County Finance Director and County Administrator will work with County Department Heads to update the CIP. The draft CIP will be reviewed and amended as needed by the County Administrator before being presented to the County Board for review.

All CIP updates and review processes will include the following analysis for each project and the overall plan:

- (1) the condition of the county's existing infrastructure, including the projected need for repair or replacement;
- (2) the likely demand for the improvement;
- (3) the estimated cost of the improvement;
- (4) the available public resources;
- (5) the level of overlapping debt in the county;

- (6) the relative benefits and costs of alternative uses of the funds;
- (7) operating costs of the proposed improvements; and
- (8) alternatives for providing services more efficiently through shared facilities with other counties or local government units.

For a county to use its authority to finance expenditures under Chapter 373.40, it must meet the requirements provided therein. Specifically, the county board must approve a sale of capital improvement bonds by a 3/5ths majority. In addition, it must hold a public hearing for public comment. Notice of such hearing must be published in the official newspaper of the county at least 14, but no more than 28 days prior to the date of the public hearing. Although a referendum is not required, a reverse referendum is allowable. If a petition bearing the signatures of 5 percent of the votes cast in the last general election requesting a vote on the issuance of bonds is received by the Auditor within 30 days after the public hearing, a referendum vote on the issuance of the bonds shall be called.

Debt Limit

A county may not issue bonds under MN Statute 373.40 if the maximum amount of principal and interest to become due in any year on all the outstanding bonds issued pursuant to that statute (including the bonds to be issued) will equal or exceed 0.12% of the estimated market value of property in the county. Calculation of the limit must be made using the estimated market value for the taxes payable year in which the obligations are issued and sold. This does not limit the authority to issue bonds under any other special or general law.

Taxes Payable Year 2025 Estimated Market Value of Property in Nicollet County = \$7,835,717,900

x Debt Limit % = .12%

DEBT LIMIT P & I PAYMENT = \$9,402,861

Existing Debt

As of the date of approval of this CIP, Nicollet County had the following general obligation debt supported by property tax (excludes debt for the County Drainage Authority):

<u>General Obligation</u>	<u>Original Issue Amount*</u>	<u>2024 P & I Payment</u>	<u>Final Levy Year/ Collection Year</u>
2018B CIP Sheriff's Office Remodel, Parking Lot, HHS Expansion	\$2,390,000	\$854,900.00	2023/2024
2020A CIP Taxable Refunding (2013A HHS BLD. Capital Improvement Bonds*)	\$12,375,000	<u>\$1,047,455.00</u>	2027/2028
TOTAL		\$1,902,355.00	

Capital Notes

A county board may, by resolution and without referendum, issue capital notes subject to the county debt limit to purchase capital equipment useful for county purposes that has an expected useful life at least equal to the term of the notes. The notes shall be payable in not more than ten years and shall be issued on terms and in a manner the board determines. A tax levy shall be made for payment of the principal and interest on the notes, in accordance with MN Statute 475.61, as in the case of bonds.

(b) For purposes of this subdivision, "capital equipment" means:

- (1) public safety, ambulance, road construction or maintenance, and medical equipment; and
- (2) computer hardware and software, whether bundled with machinery or equipment or unbundled, together with application development services and training related to the use of the computer hardware or software.

Financing the CIP

Each CIP project will be funded with one or more of the following funding sources:

- (1) Bonds
- (2) Capital notes
- (3) Tax levy
- (4) Cash reserves (both restricted and unrestricted funds)
- (5) Grants
- (6) Federal and State allocations and aids
- (7) Donations

While cost estimates and proposed funding sources are identified for each project, the CIP is not intended to provide a detailed or complete financing plan. As the county prepares to undertake individual projects, the County Board will consider a specific funding source. The CIP will be revised and updated on a periodic basis during the future budget cycles. Changes to the priorities established in the plan should be expected. Changes can be caused by reductions in funding levels, project delays due to price fluctuations, opportunities for grants or other aids, delays in obtaining construction permits or necessary approvals, emergency needs or simply changes in community preferences.

Appendix A provides a summary of the total cost of financing this CIP by year.

CIP Projects

Projects included in this CIP are in **Appendix B**. The following projects or purchases are eligible for inclusion in the CIP:

- (1) Facilities – new, remodeled, purchased, improved, maintenance, etc.
- (2) Equipment and vehicles over \$25,000 that has a useful life of more than five years
- (3) Public Land - acquisitions
- (4) Public Works - including roads, bridges, equipment and facilities (Nicollet County Public Works CIP, facility replacement/improvement schedule and equipment replacement schedule are adopted as part of this CIP and are included in **Appendix C**)

The following projects and purchases are not included in this CIP:

- (1) Equipment and facility improvements under \$25,000 – Projects and purchases of this amount are able to be accounted for in annual budgets with tax levy or by using cash reserves.

Appendix A

Total Cost of 2025 - 2029 CIP						
<u>Project/Purchase Type</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	TOTAL BY TYPE
Facilities	\$1,850,000	\$30,700,000	\$100,000	\$380,000	\$100,000	\$33,130,000
Equipment	\$120,000	\$461,000	\$110,000	\$60,000	\$145,000	\$896,000
Vehicles	\$205,000	\$170,000	\$210,000	\$210,000	\$210,000	\$1,005,000
Public Land	\$0	\$0	\$0	\$0	\$0	\$0
Public Works - Equipment	\$596,500	\$750,000	\$750,000	\$750,000	\$750,000	\$3,596,500
Public Works - Roads/Bridges	\$8,478,488	\$10,380,000	\$12,852,000	\$3,975,800	\$7,100,000	\$42,786,288
TOTAL BY YEAR	\$11,249,988	\$42,461,000	\$14,022,000	\$5,375,800	\$8,305,000	\$81,413,788

Funding Sources for 2025 - 2029 CIP						
<u>Funding Source</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	TOTAL BY TYPE
Bonds	\$0	\$30,000,000	\$11,912,000	\$0	\$0	\$41,912,000
Reserves	\$5,023,000	\$895,000	\$210,000	\$440,000	\$245,000	\$6,813,000
Tax Levy	\$471,500	\$635,000	\$675,000	\$675,000	\$675,000	\$3,131,500
Grants	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$50,000
Restricted Funds (911, Compliance, etc.)	\$0	\$266,000	\$0	\$0	\$0	\$266,000
Donations	\$45,000	\$0	\$0	\$0	\$0	\$45,000
State/Federal Allocations	\$5,425,488	\$10,380,000	\$440,000	\$2,775,800	\$7,100,000	\$26,121,288
Sales Tax/Wheelage Tax	\$275,000	\$275,000	\$775,000	\$1,475,000	\$275,000	\$3,075,000
TOTAL BY YEAR	\$11,249,988	\$42,461,000	\$14,022,000	\$5,375,800	\$8,305,000	\$81,413,788

Projected New Debt

<u>General Obligation</u>	<u>Issue Year</u>	<u>Issue Amount</u>	<u>Funding Source</u>
Public Works Facility	2026	\$30 million	Tax Levy
County Road 16	2027	\$12 million	Multiple Sources

**Public Works project plan year is the year that construction begins.*

Appendix B.1

2025-2029 CIP Summary of Projects/Purchases

2025			
<u>Project/Purchase</u>	<u>Department</u>	<u>Cost</u>	<u>Funding Source</u>
Government Center Roof Replacement	Facilities	\$250,000	Reserves
Government Center Carpet / Lighting	Facilities	\$100,000	Reserves
Government Center 1st Floor Bathroom Remodel	Facilities	\$75,000	Reserves
Jail Plumbing Update	Facilities	\$100,000	Reserves
HHS St. Peter 1st and 2nd Floor Remodel	Facilities	\$500,000	Reserves
Parking Lot Project	Facilities	\$750,000	Reserves
Technology Projects	Technologies	\$120,000	Reserves
Lease Staff Vehicles	HHS	\$30,000	Levy/Grant/Reimbursement
Veterans Services Van	HHS	\$45,000	Reserves - Restricted
Lease Vehicles	Sheriff	\$130,000	Levy
Public Works Facility Study	Public Works	\$75,000	Reserves
Public Works Equipment	Public Works	\$596,500	Levy/Wheelage Tax
Road and Bridge Projects	Public Works	\$8,478,488	Multiple Sources
TOTAL		\$11,249,988	

2026			
<u>Project/Purchase</u>	<u>Department</u>	<u>Cost</u>	<u>Funding Source</u>
Skid Loader	Facilities	\$50,000	Reserves
North Mankato Air Handler Upgrade	Facilities	\$200,000	Reserves
Government Center Rooftop Air Handlers Upgrade	Facilities	\$100,000	Reserves
HHS St. Peter Basement Remodel	Facilities	\$400,000	Reserves
Technology Projects	Technologies	\$145,000	Reserves
Lease Staff Vehicles	HHS	\$30,000	Levy/Grant/Reimbursement
Lease Vehicles	Sheriff	\$140,000	Levy
Motorola 911 Equipment Upgrade	Sheriff	\$266,000	911 - Restricted
New Public Works Facility	Public Works	\$30,000,000	Bonds
Public Works Equipment	Public Works	\$750,000	Levy/Wheelage Tax
Road and Bridge Projects	Public Works	\$10,380,000	Multiple Sources
TOTAL		\$42,461,000	

2027			
<u>Project/Purchase</u>	<u>Department</u>	<u>Cost</u>	<u>Funding Source</u>
Jail Air Handler Upgrade	Facilities	\$100,000	Reserves
Technology Projects	Technologies	\$110,000	Reserves
Lease Staff Vehicles	HHS	\$30,000	Levy/Grant/Reimbursement
Lease Vehicles	Sheriff	\$180,000	Levy
Public Works Equipment	Public Works	\$750,000	Levy/Wheelage Tax
Road and Bridge Projects	Public Works	\$12,852,000	Multiple Sources
TOTAL		\$14,022,000	

2028			
<u>Project/Purchase</u>	<u>Department</u>	<u>Cost</u>	<u>Funding Source</u>
Government Center 3rd Floor Boiler Upgrades	Facilities	\$325,000	Reserves
North Mankato Automated HVAC System	Facilities	\$55,000	Reserves
Technology Projects	Technologies	\$60,000	Reserves
Lease Staff Vehicles	HHS	\$30,000	Levy/Grant/Reimbursement
Lease Vehicles	Sheriff	\$180,000	Levy
Public Works Equipment	Public Works	\$750,000	Levy/Wheelage Tax
Road and Bridge Projects	Public Works	\$3,975,800	Multiple Sources
TOTAL		\$5,375,800	

2029			
<u>Project/Purchase</u>	<u>Department</u>	<u>Cost</u>	<u>Funding Source</u>
Government Center 1st Floor Boiler Upgrades	Facilities	\$100,000	Reserves
Technology Projects	Technologies	\$145,000	Reserves
Lease Staff Vehicles	HHS	\$30,000	Levy/Grant/Reimbursement
Lease Vehicles	Sheriff	\$180,000	Levy
Public Works Equipment	Public Works	\$750,000	Levy/Wheelage Tax
Road and Bridge Projects	Public Works	\$7,100,000	Multiple Sources
TOTAL		\$8,305,000	

CAPITAL IMPROVEMENT PLAN REQUEST FORM

DEPARTMENT: FacilitiesBUDGET YEAR: 2025

Requested Project/Purchase & Description of Need	Projected Cost (with tax, fees, accessories, trade, etc.)	Funding Source(s) - List All (tax levy, reserves, grant, bonds, State/Federal allocation, donation, forfeit, Recorder, Compliance, 911fees, etc.)
Project/Purchase: <u>Government Center Roof:</u> Replace Ballasted flat roof with a fully adhered EPDM membrane roof.	\$250,000	Reserves
Project/Purchase: <u>Carpet/Lighting:</u> Office carpet in the Government Center/Courthouse is from year 2000. Replace carpet on the first and third floors, including the lighting in the EOC.	\$100,000	Reserves
Project/Purchase: <u>Government Center 1st Floor Bathroom Remodel:</u> Update bathrooms - new fixtures, tile, ceiling, and add wash station.	\$75,000	Reserves
TOTAL	\$425,000	

CAPITAL IMPROVEMENT PLAN REQUEST FORM

DEPARTMENT: Facilities

BUDGET YEAR: 2025

Requested Project/Purchase & Description of Need	Projected Cost (with tax, fees, accessories, trade, etc.)	Funding Source(s) - List All (tax levy, reserves, grant, bonds, State/Federal allocation, donation, forfeit, Recorder, Compliance, 911fees, etc.)
Project/Purchase: <u>Jail Plumbing Update:</u> Cast iron sewer pipes upgraded to schedule 80 PVC. Sink and toilet supply crawl spaces also will be addressed.	\$100,000	Reserves
Project/Purchase: <u>HHS St. Peter 1st and 2nd Floor Remodel Project:</u> Safety, Security, and Privacy updates: 1st Floor - Federal Tax Information (FTI) walls and door, Veterans Services office remodel with additional egress. 2nd Floor - Removal and addition of walls and doorways to accomodate FTI requirements and space needs, 2 quiet/meeting rooms.	\$500,000	Reserves
Project/Purchase: <u>Parking Lot Project:</u> HHS parking lot resurfaced and adding of drainage. Gov Center, Law Enforcement Center, Lighthouse on Marshall, and North Mankato parking lot chip sealed and striped. Sidewalks/curbs and gutters will be addressed also.	\$750,000	Reserves
TOTAL		\$1,350,000

CAPITAL IMPROVEMENT PLAN REQUEST FORM

DEPARTMENT: TECHNOLOGIES

BUDGET YEAR: 2025

Requested Project/Purchase & Description of Need	Projected Cost (with tax, fees, accessories, trade, etc.)	Funding Source(s) - List All (tax levy, reserves, grant, bonds, State/Federal allocation, donation, forfeit, Recorder, Compliance, 911fees, etc.)
Project/Purchase: EOC and RiverRoom technology repairs and improvements. Both rooms need functionality review, equipment upgrades, repair and maintenance to currently equipment	\$120,000	Reserves
Project/Purchase:		
TOTAL	\$120,000	

CAPITAL IMPROVEMENT PLAN REQUEST FORM

DEPARTMENT: HEALTH & HUMAN SERVICES

BUDGET YEAR: 2025

Requested Project/Purchase & Description of Need	Projected Cost (with tax, fees, accessories, trade, etc.)	Funding Source(s) - List All (tax levy, reserves, grant, bonds, State/Federal allocation, donation, forfeit, Recorder, Compliance, 911fees, etc.)
Project/Purchase: Lease 6 Staff Vehicles	\$30,000	Levy \$17,000; Grant \$10,000 Social Services Reimbursement: \$3,000
Project/Purchase:		
Project/Purchase:		
TOTAL	\$30,000	

CAPITAL IMPROVEMENT PLAN REQUEST FORM

DEPARTMENT: VETERANS SERVICES

BUDGET YEAR: 2025

Requested Project/Purchase & Description of Need	Projected Cost (with tax, fees, accessories, trade, etc.)	Funding Source(s) - List All (tax levy, reserves, grant, bonds, State/Federal allocation, donation, forfeit, Recorder, Compliance, 911 fees, etc.)
Project/Purchase: A vehicle is needed to transport Veterans to and from medical appointments at the Minneapolis VA Medical Center. The current vehicle was purchased in 2016.	\$45,000	Restricted Reserves: Fully funded by donations in the VSO Van Program fund
Project/Purchase:		
Project/Purchase:		
TOTAL	\$45,000	

CAPITAL IMPROVEMENT PLAN REQUEST FORM

DEPARTMENT: Sheriff

BUDGET YEAR: 2025

Requested Project/Purchase & Description of Need	Projected Cost (with tax, fees, accessories, trade, etc.)	Funding Source(s) - List All (tax levy, reserves, grant, bonds, State/Federal allocation, donation, forfeit, Recorder, Compliance, 911fees, etc.)
Project/Purchase: Squad Lease x 16 -based on the numbers provided by Enterprise	\$130,000	Levy
Project/Purchase:		
Project/Purchase:		
TOTAL	\$130,000	

CAPITAL IMPROVEMENT PLAN REQUEST FORM

DEPARTMENT: Public Works

BUDGET YEAR: 2025

Requested Project/Purchase & Description of Need	Projected Cost (with tax, fees, accessories, trade, etc.)	Funding Source(s) - List All (tax levy, reserves, grant, bonds, State/Federal allocation, donation, forfeit, Recorder, Compliance, 911fees, etc.)
Project/Purchase: 2025 equipment - see the attached equipment replacement schedule for Public Works.	\$596,500	Tax Levy, Wheelage Tax
Project/Purchase: 2025 road and bridge projects - see the attached Public Works 5-year construction plan.	\$8,478,488	Sales Tax, Wheelage Tax, Tax Levy, Reserves, State/Fed. Funds
Project/Purchase: 2025 Public Works Central Facility Space & Location Study: The central public works facility in St. Peter is aging, was not built to house modern sized equipment and the acreage of land is not adequate to store all the materials and supplies needed by Public Works. A Public Works facility space study will be completed in 2025 to determine what size facility is needed, how many acres it should be located on, and where it should be located.	\$75,000	Reserves
TOTAL		\$9,149,988

CAPITAL IMPROVEMENT PLAN REQUEST FORM

DEPARTMENT: Facilities

BUDGET YEAR: 2026

Requested Project/Purchase & Description of Need	Projected Cost (with tax, fees, accessories, trade, etc.)	Funding Source(s) - List All (tax levy, reserves, grant, bonds, State/Federal allocation, donation, forfeit, Recorder, Compliance, 911fees, etc.)
Project/Purchase: <u>Skid Loader:</u> Purchase new and sell old Skid loader.	\$50,000	Reserves
Project/Purchase: <u>North Mankato Air Handler upgrade:</u> Air Handler will be 30 yrs old and will need to be replaced/upgraded for better efficiency and performance.	\$200,000	Reserves
Project/Purchase: <u>Government Center Rooftop unit 2 and 3 Air Handlers upgrade/replacement:</u> Unit 2 and 3 are undersized and out of optimum efficiency for our needs.	\$100,000	Reserves
TOTAL		\$350,000

CAPITAL IMPROVEMENT PLAN REQUEST FORM

DEPARTMENT: Facilities

BUDGET YEAR: 2026

Requested Project/Purchase & Description of Need	Projected Cost (with tax, fees, accessories, trade, etc.)	Funding Source(s) - List All (tax levy, reserves, grant, bonds, State/Federal allocation, donation, forfeit, Recorder, Compliance, 911fees, etc.)
Project/Purchase: <u>HHS St. Peter Basement Buildout:</u> Remodel basement area into a permanent HHS office space.	\$400,000	Reserves
TOTAL	\$400,000	

CAPITAL IMPROVEMENT PLAN REQUEST FORM

DEPARTMENT: TECHNOLOGIES

BUDGET YEAR: 2026

Requested Project/Purchase & Description of Need	Projected Cost (with tax, fees, accessories, trade, etc.)	Funding Source(s) - List All (tax levy, reserves, grant, bonds, State/Federal allocation, donation, forfeit, Recorder, Compliance, 911fees, etc.)
Project/Purchase: Data Center Enterprise Core Switch. Current environment with be end of life - 2025 4(X) 25-27K each	\$108,000	Reserves
Project/Purchase: Sheriff Office UPS head and battery pack replace/upgrade. Public Works UPS head and battery pack replace	\$37,000	Reserves
Project/Purchase:		
TOTAL		\$145,000

CAPITAL IMPROVEMENT PLAN REQUEST FORM

DEPARTMENT: HEALTH & HUMAN SERVICES

BUDGET YEAR: 2026

Requested Project/Purchase & Description of Need	Projected Cost (with tax, fees, accessories, trade, etc.)	Funding Source(s) - List All (tax levy, reserves, grant, bonds, State/Federal allocation, donation, forfeit, Recorder, Compliance, 911fees, etc.)
Project/Purchase: Lease 6 Staff Vehicles	\$30,000	Levy \$17,000; Grant \$10,000 Social Services Reimbursement: \$3,000
Project/Purchase:		
Project/Purchase:		
Project/Purchase:		
TOTAL	\$30,000	

CAPITAL IMPROVEMENT PLAN REQUEST FORM

DEPARTMENT: Sheriff

BUDGET YEAR: 2026

Requested Project/Purchase & Description of Need	Projected Cost (with tax, fees, accessories, trade, etc.)	Funding Source(s) - List All (tax levy, reserves, grant, bonds, State/Federal allocation, donation, forfeit, Recorder, Compliance, 911fees, etc.)
Project/Purchase: Squad Lease x 16 -based on the numbers provided by Enterprise	\$140,000	Levy
Project/Purchase: 911 equipment upgrade August 2026 - 5yr agreement	\$266,000	911
TOTAL		\$406,000

CAPITAL IMPROVEMENT PLAN REQUEST FORM

DEPARTMENT: Public Works

BUDGET YEAR: 2026

Requested Project/Purchase & Description of Need	Projected Cost (with tax, fees, accessories, trade, etc.)	Funding Source(s) - List All (tax levy, reserves, grant, bonds, State/Federal allocation, donation, forfeit, Recorder, Compliance, 911fees, etc.)
Project/Purchase: 2026 equipment - see the attached equipment replacement schedule for Public Works.	\$750,000	Tax Levy, Wheelage Tax
Project/Purchase: 2026 road and bridge projects - see the attached Public Works 5-year construction plan.	\$10,380,000	Sales Tax, Wheelage Tax, Tax Levy, Reserves, State/Fed. Funds
Project/Purchase: New Public Works Facility - The central public works facility in St. Peter is aging, was not built to house modern sized equipment and the acreage of land is not adequate to store all the materials and supplies needed by Public Works. A Public Works facility space study will be completed in 2025 to determine what size facility is needed, how many acres it should be located on, where it should be located.	\$30,000,000	Bonds
TOTAL		\$41,130,000

CAPITAL IMPROVEMENT PLAN REQUEST FORM

DEPARTMENT: Facilities

BUDGET YEAR: 2027

Requested Project/Purchase & Description of Need	Projected Cost (with tax, fees, accessories, trade, etc.)	Funding Source(s) - List All (tax levy, reserves, grant, bonds, State/Federal allocation, donation, forfeit, Recorder, Compliance, 911fees, etc.)
Project/Purchase: Jail Air Handler Upgrade: Air handlers need VFDs and electronic controls to accommodate the space.	\$100,000	Reserves
Project/Purchase:		
Project/Purchase:		
TOTAL	\$100,000	

CAPITAL IMPROVEMENT PLAN REQUEST FORM

DEPARTMENT: TECHNOLOGIES

BUDGET YEAR: 2027

Requested Project/Purchase & Description of Need	Projected Cost (with tax, fees, accessories, trade, etc.)	Funding Source(s) - List All (tax levy, reserves, grant, bonds, State/Federal allocation, donation, forfeit, Recorder, Compliance, 911fees, etc.)
Project/Purchase: Vmware Horizon server hardware replacements	\$60,000	Reserves
Project/Purchase: Camera and archival storage refresh/upgrades	\$50,000	Reserves
Project/Purchase:		
TOTAL	\$110,000	

CAPITAL IMPROVEMENT PLAN REQUEST FORM

DEPARTMENT: HEALTH & HUMAN SERVICES

BUDGET YEAR: 2027

Requested Project/Purchase & Description of Need	Projected Cost (with tax, fees, accessories, trade, etc.)	Funding Source(s) - List All (tax levy, reserves, grant, bonds, State/Federal allocation, donation, forfeit, Recorder, Compliance, 911fees, etc.)
Project/Purchase: Lease 6 Staff Vehicles	\$30,000	Levy \$17,000; Grant \$10,000 Social Services Reimbursement: \$3,000
Project/Purchase:		
Project/Purchase:		
Project/Purchase:		
TOTAL	\$30,000	

CAPITAL IMPROVEMENT PLAN REQUEST FORM

DEPARTMENT: Sheriff

BUDGET YEAR: 2027

Requested Project/Purchase & Description of Need	Projected Cost (with tax, fees, accessories, trade, etc.)	Funding Source(s) - List All (tax levy, reserves, grant, bonds, State/Federal allocation, donation, forfeit, Recorder, Compliance, 911fees, etc.)
Project/Purchase: Squad Lease x 16 -based on the numbers provided by Enterprise	\$180,000	Levy
Project/Purchase:		
Project/Purchase:		
TOTAL	\$180,000	

CAPITAL IMPROVEMENT PLAN REQUEST FORM

DEPARTMENT: Public Works

BUDGET YEAR: 2027

Requested Project/Purchase & Description of Need	Projected Cost (with tax, fees, accessories, trade, etc.)	Funding Source(s) - List All (tax levy, reserves, grant, bonds, State/Federal allocation, donation, forfeit, Recorder, Compliance, 911fees, etc.)
Project/Purchase: 2027 equipment - see the attached equipment replacement schedule for Public Works.	\$750,000	Tax Levy, Wheelage Tax
Project/Purchase: 2027 road and bridge projects - see the attached Public Works 5-year construction plan.	\$12,852,000	Sales Tax, Wheelage Tax, Tax Levy, Reserves, State/Fed. Funds
Project/Purchase:		
TOTAL	\$13,602,000	

CAPITAL IMPROVEMENT PLAN REQUEST FORM

DEPARTMENT: Facilities

BUDGET YEAR: 2028

Requested Project/Purchase & Description of Need	Projected Cost (with tax, fees, accessories, trade, etc.)	Funding Source(s) - List All (tax levy, reserves, grant, bonds, State/Federal allocation, donation, forfeit, Recorder, Compliance, 911fees, etc.)
Project/Purchase: <u>Gov Center Boiler upgrades/Penthouse Boilers (3rd fl)</u> : The Government Center Boilers will be close to 30 yrs old and will need upgrading to more efficienct style boilers.	\$325,000	Reserves
Project/Purchase: <u>North Mankato Automated HVAC System:</u> The North Mankato Building to move from current pneumatic system to electronic and automated Continuum system like the rest of the County.	\$55,000	Reserves
Project/Purchase:		
TOTAL	\$380,000	

CAPITAL IMPROVEMENT PLAN REQUEST FORM

DEPARTMENT: TECHNOLOGIES

BUDGET YEAR: 2028

Requested Project/Purchase & Description of Need	Projected Cost (with tax, fees, accessories, trade, etc.)	Funding Source(s) - List All (tax levy, reserves, grant, bonds, State/Federal allocation, donation, forfeit, Recorder, Compliance, 911fees, etc.)
Project/Purchase: Primary virtualization server system refresh. Existing systems will be 5-6 years old. These systems provide the majority of on-premise server hosting for county resources. Expected deployment will be 4 systems, the same as we have in place now.	\$60,000	Reserves
Project/Purchase:		
Project/Purchase:		
TOTAL		\$60,000

CAPITAL IMPROVEMENT PLAN REQUEST FORM

DEPARTMENT: HEALTH & HUMAN SERVICES

BUDGET YEAR: 2028

Requested Project/Purchase & Description of Need	Projected Cost (with tax, fees, accessories, trade, etc.)	Funding Source(s) - List All (tax levy, reserves, grant, bonds, State/Federal allocation, donation, forfeit, Recorder, Compliance, 911fees, etc.)
Project/Purchase: Lease 6 Staff Vehicles	\$30,000	Levy \$17,000; Grant \$10,000 Social Services Reimbursement: \$3,000
Project/Purchase:		
Project/Purchase:		
Project/Purchase:		
TOTAL	\$30,000	

CAPITAL IMPROVEMENT PLAN REQUEST FORM

DEPARTMENT: Sheriff

BUDGET YEAR: 2028

Requested Project/Purchase & Description of Need	Projected Cost (with tax, fees, accessories, trade, etc.)	Funding Source(s) - List All (tax levy, reserves, grant, bonds, State/Federal allocation, donation, forfeit, Recorder, Compliance, 911fees, etc.)
Project/Purchase: Squad Lease x 16 -based on the numbers provided by Enterprise	\$180,000	Levy
Project/Purchase:		
Project/Purchase:		
TOTAL	\$180,000	

CAPITAL IMPROVEMENT PLAN REQUEST FORM

DEPARTMENT: Public Works

BUDGET YEAR: 2028

Requested Project/Purchase & Description of Need	Projected Cost (with tax, fees, accessories, trade, etc.)	Funding Source(s) - List All (tax levy, reserves, grant, bonds, State/Federal allocation, donation, forfeit, Recorder, Compliance, 911fees, etc.)
Project/Purchase: 2028 equipment - see the attached equipment replacement schedule for Public Works.	\$750,000	Tax Levy, Wheelage Tax
Project/Purchase: 2028 road and bridge projects - see the attached Public Works 5-year construction plan.	\$3,975,800	Sales Tax, Wheelage Tax, Tax Levy, Reserves, State/Fed. Funds
Project/Purchase:		
TOTAL	\$4,725,800	

CAPITAL IMPROVEMENT PLAN REQUEST FORM

DEPARTMENT: Facilities

BUDGET YEAR: 2029

Requested Project/Purchase & Description of Need	Projected Cost (with tax, fees, accessories, trade, etc.)	Funding Source(s) - List All (tax levy, reserves, grant, bonds, State/Federal allocation, donation, forfeit, Recorder, Compliance, 911fees, etc.)
Project/Purchase: Gov Center 1st floor Boiler replacement: 1st floor boiler needs to be replaced as it will be 30 years old.	\$100,000	Reserves
Project/Purchase:		
Project/Purchase:		
TOTAL		\$100,000

CAPITAL IMPROVEMENT PLAN REQUEST FORM

DEPARTMENT: TECHNOLOGIES

BUDGET YEAR: 2029

Requested Project/Purchase & Description of Need	Projected Cost (with tax, fees, accessories, trade, etc.)	Funding Source(s) - List All (tax levy, reserves, grant, bonds, State/Federal allocation, donation, forfeit, Recorder, Compliance, 911fees, etc.)
Project/Purchase: Board room conference and livestream upgrades/refresh	\$100,000	Reserves
Project/Purchase: Core network switching/routing equipment replacement. End of Life predicted for 2028/2029	\$45,000	Reserves
Project/Purchase:		
TOTAL		\$145,000

CAPITAL IMPROVEMENT PLAN REQUEST FORM

DEPARTMENT: HEALTH & HUMAN SERVICES

BUDGET YEAR: 2029

Requested Project/Purchase & Description of Need	Projected Cost (with tax, fees, accessories, trade, etc.)	Funding Source(s) - List All (tax levy, reserves, grant, bonds, State/Federal allocation, donation, forfeit, Recorder, Compliance, 911fees, etc.)
Project/Purchase: Lease 6 Staff Vehicles	\$30,000	Levy \$17,000; Grant \$10,000 Social Services Reimbursement: \$3,000
Project/Purchase:		
Project/Purchase:		
Project/Purchase:		
TOTAL	\$30,000	

CAPITAL IMPROVEMENT PLAN REQUEST FORM

DEPARTMENT: Sheriff

BUDGET YEAR: 2029

Requested Project/Purchase & Description of Need	Projected Cost (with tax, fees, accessories, trade, etc.)	Funding Source(s) - List All (tax levy, reserves, grant, bonds, State/Federal allocation, donation, forfeit, Recorder, Compliance, 911fees, etc.)
Project/Purchase: Squad Lease x 16 -based on the numbers provided by Enterprise	\$180,000	Levy
Project/Purchase:		
Project/Purchase:		
TOTAL	\$180,000	

CAPITAL IMPROVEMENT PLAN REQUEST FORM

DEPARTMENT: Public Works

BUDGET YEAR: 2029

Requested Project/Purchase & Description of Need	Projected Cost (with tax, fees, accessories, trade, etc.)	Funding Source(s) - List All (tax levy, reserves, grant, bonds, State/Federal allocation, donation, forfeit, Recorder, Compliance, 911fees, etc.)
Project/Purchase: 2029 equipment - see the attached equipment replacement schedule for Public Works.	\$750,000	Tax Levy, Wheelage Tax
Project/Purchase: 2029 road and bridge projects - see the attached Public Works 5-year construction plan.	\$7,100,000	Sales Tax, Wheelage Tax, Tax Levy, Reserves, State/Fed. Funds
Project/Purchase:		
TOTAL	\$7,850,000	

Draft
2025- 2029 Nicollet County Road and Bridge Capital Improvement Plan

2025 CONSTRUCTION PLAN

ROAD				LOCATION & DESCRIPTION				FUNDING SOURCES																
					CURRENT ADT (YR)	LAST YEAR GRADED	LAST YEAR SURFACED	State Aid Regular Account	State Aid Municipal Account	Local Funds	Eng	ROW	Utility	Federal STIP Funds	Town Bridge Account	State Bond- Bridge/LRIP	Taxes - Gravel	Taxes - Wheelage	Sales Tax	TOTAL				
CSAH 6 (Old TH 14 Turnback) 0.67 Miles					1397 (22)	Various	2002	\$1,678,460		\$1,711,000	\$170,000										\$3,559,460			
Reconstruction-Narrowing, Bituminous, Agg Base, etc																								
CSAH 42 (Old TH 14 Turnback) 0.52 miles					351 (21)	Various	2002		\$562,028	\$1,342,000	\$130,000										\$2,034,028			
Reconstruction-Narrowing, Bituminous, Agg Base, etc																								
CSAH 21 (W Co. Line to TH 4) 2.5 Miles					59 (22)	1999 & 1937	1999 & 1996	\$290,000													\$290,000			
Microsurfacing																								
CSAH 21 (TH 4 to CSAH 14) 12.6 Miles					344 & 700 (23 &	1937	2006	\$1,310,000													\$1,310,000			
Microsurfacing, Mill & Bit Overlay Bridge #52511																								
CSAH 21 (CSAH 14 to TH 14/15) 4.0 Miles					1075 (21)	1971	2010	\$425,000													\$425,000			
Microsurfacing																								
CSAH 22 (CSAH 5 to N. Co. Line) 3.5 Miles					217 (22)	1977	2005	\$400,000													\$400,000			
Microsurfacing																								
CSAH 13 (Howard Dr. to 506th St.) 2.6 Miles					5900 & 1200 (198	1989	2010 & 2008	\$460,000													\$460,000			
Microsurfacing																								
Red	Engineer's Estimate																							
Green	Contract Price																							
Blue	Project Final Cost																							
Orange	Federal Aid Project																							
Yellow	Federal Aid Applied For																							
FUNDING SUMMARY								\$4,563,460	\$562,028	\$3,053,000	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,478,488			

2025- 2029 Nicollet County Road and Bridge Capital Improvement Plan

Revised 10/14/2024

2026 CONSTRUCTION PLAN

ROAD				LOCATION & DESCRIPTION								FUNDING SOURCES									
					CURRENT ADT (YR)	LAST YEAR GRADED	LAST YEAR SURFACED	State Aid Regular Account	State Aid Municipal Account	Local Funds	Eng	ROW	Utility	Federal STIP Funds	Town Bridge Account	State Bond- Bridge/LRIP	Taxes - Gravel	Taxes - Wheelage	Sales Tax	TOTAL	
CSAH 5 (TH 15 to CSAH 12) 3.6 Miles					1250 (19)	1995	1996	\$2,520,000													\$2,520,000
FDR or SDFR, Bit, Striping, Edgedrain, etc																					
CSAH 1 (TH 15 to TH 22) 9.8 miles					934 & 1087 (22&	1971	1975	\$6,860,000													\$6,860,000
FDR or SDFR, Bit, Striping, Culvert Rehabs																					
CSAH 33 (Old TH 14 to TH 99) 0.5 Miles					460 (21)	1975	2005		\$300,000												\$300,000
Mill & 3" Overlay & ADA																					
CSAH 43 (TH 111 to CSAH 33) 0.28 Miles					198 (21)	1997	1997		\$200,000												\$200,000
Mill & 3" Overlay & ADA																					
Belgrade Twsp BR L7156 Replacement (Old River Bluff Road)					20	1938	N/A									\$500,000					\$500,000
Construct 12 x 12 Concrete Box Culvert																					
Red	Engineer's Estimate																				
Green	Contract Price																				
Blue	Project Final Cost																				
Orange	Federal Aid Project																				
Yellow	Federal Aid Applied For																				
FUNDING SUMMARY								\$9,380,000	\$500,000	\$0	\$0	\$0	\$0	\$0	\$500,000	\$0	\$0	\$0	\$0	\$0	\$10,380,000

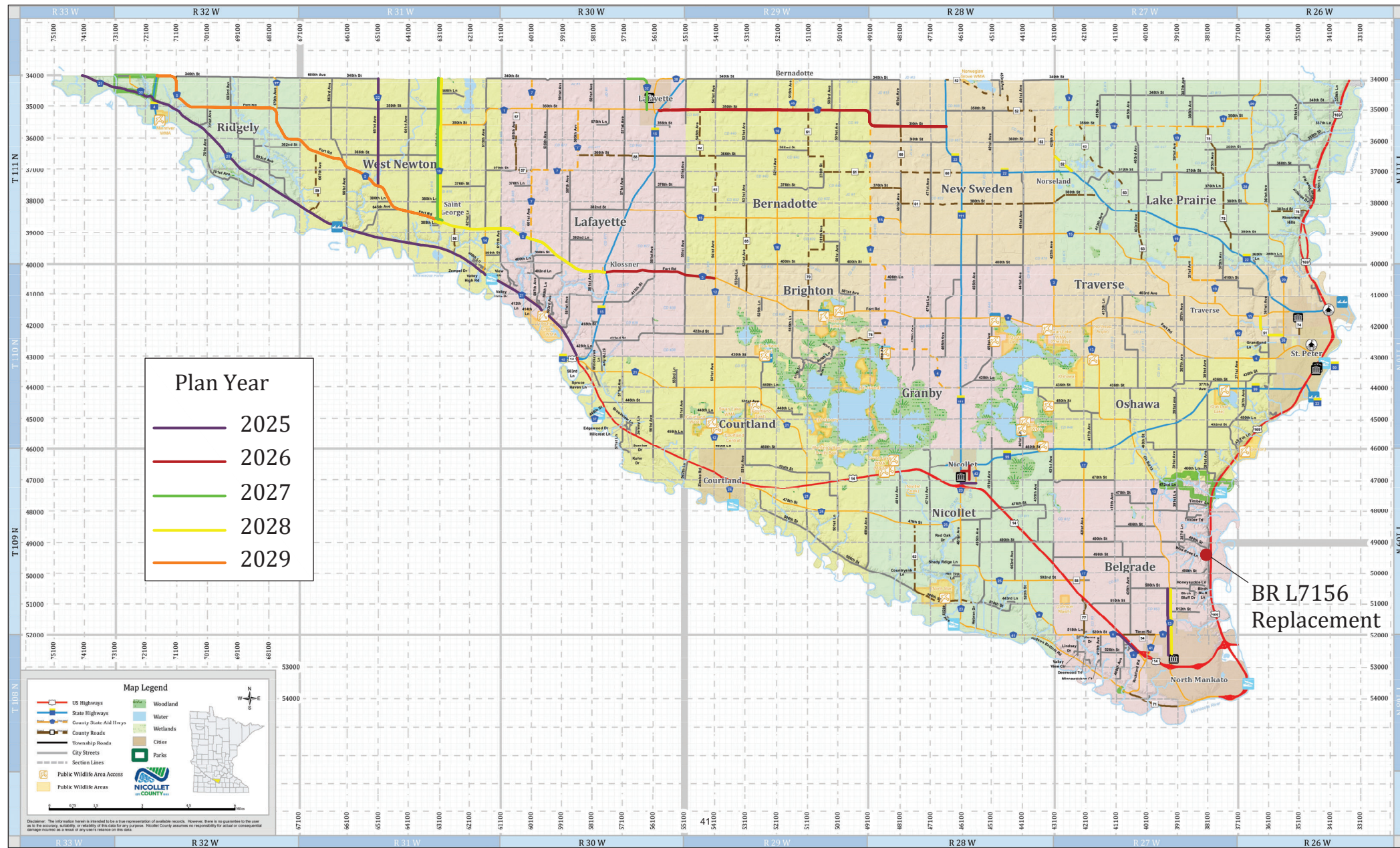
Revised 10/14/2024

[illegible]

2028 CONSTRUCTION PLAN																					
ROAD	LOCATION & DESCRIPTION									FUNDING SOURCES											
					CURRENT ADT (YR)	LAST YEAR GRADED	LAST YEAR SURFACED	State Aid Regular Account	State Aid Municipal Account	Local Funds	Eng	ROW	Utility	Federal STIP Funds	Town Bridge Account	Bridge Bonding Grant	Taxes - Gravel	Taxes - Wheelage	Sales Tax	TOTAL	
CR 52 (CSAH 3 to TH 22) 0.8 Miles					105 (23)	1990	1990											\$250,000		\$250,000	
Mill, Bituminous Overlay, Shouldering, Striping																					
CR 51 (CSAH 15 to CSAH 20) 1.2 Miles					195 (11)	1958	2004											\$950,000		\$950,000	
Reconstruct & Turnback From 361st Ave to CSAH 20																					
Mill & Overlay from CSAH 15 to 361st Ave.																					
CSAH 13 (Howard Dr. to 506th St.) 2.35 miles					5900 & 1200 (198	1989	2010 & 2008	\$1,175,000												\$1,175,000	
Mill, Bit Overlay, ADA Improvements																					
CSAH 5 (E. Limits St George to TH 15) 5.8 miles					1350 (19)	1998	2000	\$1,600,800												\$1,600,800	
Mill, Bit Overlay																					

2029 CONSTRUCTION PLAN																				
ROAD	LOCATION & DESCRIPTION									FUNDING SOURCES										
					CURRENT ADT (YR)	LAST YEAR GRADED	LAST YEAR SURFACED	State Aid Regular Account	State Aid Municipal Account	Local Funds	Eng	ROW	Utility	Federal STIP Funds	Town Bridge Account	Bridge Bonding Grant	Taxes - Gravel	Taxes - Wheelage	Sales Tax	TOTAL
CSAH 5 (TH 4 to W. Limits St George) 11.4 Miles					892 &1075 (22	1997-2003	2004-2006	\$5,000,000						\$2,100,000						\$7,100,000
Mill 1.5", 5" Concrete Overlay																				
												</								

2025-2029 Nicollet County Road and Bridge Capital Improvement Plan



Appendix C.2

Estimated Equipment Investment Costs Nicollet County Public Works (last updated 7/12/2024)																		
INVESTMENT TYPE / EQUIPMENT DESCRIPTION	UNIT #	NEW ROADS EQUIPMENT CLASS	DEPREC LIFE	ORIGINAL COST (less trade- in)	RENTAL RATE	CURRENT ENGINE HR METER READING	CURRENT MILEAGE METER READING	ESTIMATED REPLACEMENT COSTS	ESTIMATED TITLE & REG COSTS	LESS SALE/ TRADE IN OLD EQUIP	NET ESTIMATED REPLACEMENT COST	ESTIMATED LIFE YEARS	TOTAL # OF UNITS	TURNOVER RATE	# OF UNITS	TOTAL DOLLARS	TOTAL DOLLARS PER YEAR	
								PER UNIT							PER 30 YEAR CYCLE			
Motor Graders w/Snow Equipment								\$ 480,000.00	\$ -	\$ 133,000.00	\$ 347,000.00	12	3	2.50	7.50	\$ 2,602,500.00	\$ 86,750.00	
2016 CAT MOTOR GRADER 140M3	16-02	GRADER	12	\$ 215,270.00	\$ 100.00	3,343												
2018 CAT 140M3 MOTOR GRADER	18-09	GRADER	12	\$ 254,765.00	\$ 100.00	2,530												
2022 JOHN DEERE 772 GP MOTOR GRADER	22-02	GRADER	12	\$ 208,383.51	\$ 100.00	579	-											
Chip Spreader (Split w/N Kato)								\$ 135,000.00	\$ -	\$ 10,000.00	\$ 125,000.00	20	1	1.50	1.50	\$ 187,500.00	\$ 6,250.00	
2013 ETHYRE CHIP SPREADER	13-07	MAJOR	10	\$ 131,134.84	\$ 110.00	705												
Plow Trucks w/Snow Equip								\$ 335,000.00	\$ 11,055.00	\$ 45,000.00	\$ 301,055.00	11	11	2.73	30.00	\$ 9,031,650.00	\$ 301,055.00	
2012 MACK TANDEM TRUCK	12-01	TANDEM	8	\$ 209,441.16	\$ 125.00	5,781	117,283											
2013 MACK TANDEM TRUCK	13-01	TANDEM	8	\$ 199,873.76	\$ 125.00	5,875	152,243											
2014 MACK TANDEM TRUCK	13-04	TANDEM	8	\$ 210,276.44	\$ 125.00	4,963	132,280											
2015 MACK TANDEM TRUCK	15-01	TANDEM	8	\$ 207,083.56	\$ 125.00	6,053	177,679											
2016 MACK TANDEM TRUCK	16-01	TANDEM	8	\$ 226,388.23	\$ 125.00	3,971	92,253											
2017 MACK TANDEM TRUCK	17-01	TANDEM	8	\$ 236,748.63	\$ 125.00	3,165	78,319											
2019 MACK TANDEM TRUCK	19-01	TANDEM	8	\$ 238,309.74	\$ 125.00	1,488	47,591											
2020 MACK TANDEM TRUCK	20-01	TANDEM	8	\$ 223,684.86	\$ 125.00	3,061	87,470											
2021 MACK TANDEM TRUCK	21-01	TANDEM	8	\$ 233,359.56	\$ 125.00	1,266	30,657											
2022 MACK TANDEM TRUCK	22-01	TANDEM	8	\$ 197,826.00	\$ 125.00	1,356	70,401											
2023 MACK TANDEM TRUCK	23-01	TANDEM	8	\$ 223,262.00	\$ 125.00	534	15,118											
Low Boy Truck								\$ 120,000.00	\$ 3,960.00	\$ 10,000.00	\$ 113,960.00	15	1	2.00	2.00	\$ 227,920.00	\$ 7,597.33	
2007 KENWORTH SEMI TRUCK	14-04	TANDEM	5	\$ 64,216.68	\$ 125.00	17,781	636,011											
Pickups								\$ 57,000.00	\$ 3,762.00	\$ 5,000.00	\$ 55,762.00	13	13	2.31	30.00	\$ 1,672,860.00	\$ 55,762.00	
1985 CHEV 4X4 S-10 PICKUP	03-02	PICKUP	5	\$ -	\$ 15.00		12,749											
2006 FORD F150 SUPERCAB PICKUP	06-01	PICKUP	5	\$ 21,209.48	\$ 15.00		147,008											
2011 GMC SIERRA 1500 PICKUP	11-01	PICKUP	5	\$ 26,950.45	\$ 15.00		165,917											
2011 GMC SIERRA 2500 SURVEY PU	11-02	MAJOR	5	\$ 43,675.05	\$ 45.00		129,151											
2013 GMC SIERRA SLE PICKUP	13-03	PICKUP	5	\$ 29,940.69	\$ 15.00		99,844											
2017 GMC SIERRA 150 CREW PICKUP	17-02	PICKUP-RATE	5	\$ 39,067.81	\$ 0.59		95,952											
2017 GMC SIERRA SLE PICKUP	17-03	PICKUP	5	\$ 37,310.26	\$ 15.00		148,607											
2014 GMC SIERRA 150 PICKUP	14-01	PICKUP-RATE	5	\$ 36,475.68	\$ 0.59		126,918											
2016 GMC SIERRA CREW 3/4 TON	16-04	PICKUP	5	\$ 35,379.71	\$ 15.00		46,504											
2018 GMC SIERRA CREW CAB	18-05	PICKUP	5	\$ 40,402.66	\$ 15.00		36,124											
2021 GMC CREW CAB	21-02	PICKUP-RATE	5	\$ 53,370.42	\$ 0.59		66,077											
2021 CHEVY CREW CAB	21-03	PICKUP	5	\$ 34,089.07	\$ 15.00	1,566	41,571											
2021 CHEVY CREW CAB	21-04	PICKUP	5	\$ 34,089.07	\$ 15.00		66,609											
2021 CHEVY SILVERADO CREW CAB	21-05	PICKUP	5	\$ -	\$ 15.00		2,508											
2024 GMC SIERRA 1500	24-03	PICKUP-RATE	5	\$ 57,054.13	\$ 0.59		1,956											
Skid Loader								\$ 90,757.25	\$ -	\$ 35,500.00	\$ 55,257.25	10	1	3.00	3.00	\$ 165,771.75	\$ 5,525.73	
2023 CAT SKID STEER LOADER	23-04	LOADER-1	10	\$ 55,257.25	\$ 75.00	225												
2021 CAT 289D3 Track Skid Steer	21-07	LOADER-1	10	\$ 54,945.00	\$ 43.00	839												
Loaders								\$ 272,427.00	\$ -	\$ 90,000.00	\$ 182,427.00	10	3	3.00	9.00	\$ 1,641,843.00	\$ 54,728.10	
2013 CAT 950K LOADER	13-05	LOADER-2	10	\$ 195,111.00	\$ 100.00	1,735												
2019 CAT 930M WHEEL LOADER	19-05	LOADER-2	10	\$ 144,570.00	\$ 100.00	813												
2024 JOHN DEERE 924P LOADER	24-04	LOADER-2	10	\$ 181,427.00	\$ 150.00	71	285											
Mowers-Tractor Mounted								\$ 11,000.00	\$ -	\$ -	\$ 11,000.00	5	7	6.00	42.00	\$ 462,000.00	\$ 15,400.00	
2012 VICON MOWER	12-05	MOWER	5	\$ 5,703.70	\$ 10.00	no meter	no meter											
2012 VICON MOWER	12-06	MOWER	5	\$ 5,796.78	\$ 10.00	no meter	no meter											
2011 VICON MOWER	11-03	MOWER	5	\$ 6,424.64	\$ 10.00	no meter	no meter											
2011 VICON MOWER	11-04	MOWER	5	\$ 6,424.64	\$ 10.00	no meter	no meter											
2018 VICON MOWER	18-10	MOWER	5	\$ 7,000.00	\$ 10.00	no meter	no meter											
2018 VICON MOWER	18-11	MOWER	5	\$ 7,000.00	\$ 10.00	no meter	no meter											
2019 VICON MOWER	19-04	MOWER	5	\$ 9,500.00	\$ 10.00	no meter	no meter											
2024 JD R200 Disc Mower	24-05	MOWER	5	\$ 11,361.48	\$ 30.00													
Tractors								\$ 125,000.00	\$ -	\$ 8,000.00	\$ 117,000.00	20	7	1.50	10.50	\$ 1,228,500.00	\$ 40,950.00	
1987 FORD 3910 UTILITY TRACTOR	87-05	TRACTOR	7	\$ 16,626.71	\$ 80.00	4,750												
1999 JD 5410	99-04	TRACTOR	7	\$ 21,359.73	\$ 80.00	3,240												
2004 JD 5320	04-02	TRACTOR	7	\$ 40,202.57	\$ 80.00	3,627												
2004 JD 5320	04-03	TRACTOR	7	\$ 40,761.32	\$ 80.00	3,234												
2006 JD 5425	06-02	TRACTOR	7	\$ 36,194.64	\$ 80.00	3,081												
2014 JD 6140D	14-06	TRACTOR	7	\$ 40,250.00	\$ 80.00	1,179												
2020 JD 6145R	20-02	TRACTOR	7	\$ 119,114.48	\$ 80.00	1,029												
Dozer D6								\$ 325,000.00	\$ -	\$ 65,000.00	\$ 260,000.00	15	1	2.00	2.00	\$ 520,000.00	\$ 17,333.33	
2015 CAT TRACT DOZER D6K2	15-03	MAJOR	7	\$ 147,177.50	\$ 200.00	656	1,042											
Distributor (Split w/N Kato)								\$ 90,000.00	\$ 5,940.00	\$ 10,000.00	\$ 85,940.00	20	2	1.50	3.00	\$ 257,820.00	\$ 8,594.00	
1986 ETNYRE BIT.DIST./FORD TRK	86-01	MAJOR	10	\$ 50,082.75	\$ 30.00		43,048											

2016 KENWORTH DISTRIBUTOR	16-03	MAJOR	10	\$	94,365.23	\$ 100.00	717	5,167																	
Survey Truck w/utility Box										\$	65,000.00	\$	2,145.00	\$	7,000.00	\$	60,145.00	10	1	3.00	3.00	\$	180,435.00	\$	6,014.50
2024 CHEVY SILVERADO 1500	24-06	PICKUP	5	\$	65,411.34	\$ 15.00		12		\$	150,000.00	\$	-	\$	60,000.00	\$	90,000.00	15	1	2.00	2.00	\$	180,000.00	\$	6,000.00
Backhoe-Loader																									
2008 CAT BACKHOE/LOADER 430E	08-01	MAJOR	10	\$	72,549.93	\$ 90.00		1,150		\$	215,000.00	\$	-	\$	35,000.00	\$	180,000.00	30	1	1.00	1.00	\$	180,000.00	\$	6,000.00
Snow Blowers - Loader Mounted																									
SNOW GO BLOWER-MP3D	19-06	MAJOR	10	\$	215,254.24	\$ 60.00		20		\$	750,000.00	\$	-	\$	150,000.00	\$	600,000.00	30	1	1.00	1.00	\$	600,000.00	\$	20,000.00
Snow Blowers - Truck Mounted																									
2020 OSHKOSH P-SERIES W/SNO GO TU-3	20-04	MAJOR	30	\$	755,922.14	\$ 100.00		64	404	\$	230,000.00	\$	7,590.00	\$	20,000.00	\$	217,590.00	10	1	3.00	3.00	\$	652,770.00	\$	21,759.00
Sign Truck																									
2018 MACK SIGN TRUCK	18-01	MAJOR	5	\$	224,984.93	\$ 80.00		1,392	32,902	\$	92,000.00	\$	-	\$	5,000.00	\$	87,000.00	20	2	1.50	3.00	\$	261,000.00	\$	8,700.00
Broom																									
2014 ROSCO SWEEPPRO SWEEPER	14-02	MAJOR	10	\$	47,016.81	\$ 45.00		1,321																	
2007 ROSCO SWEEPPO	07-04	MAJOR	10	\$	45,626.38	\$ 45.00		5,808		\$	115,000.00	\$	-	\$	30,000.00	\$	85,000.00	20	3	1.50	4.50	\$	382,500.00	\$	12,750.00
Rollers-Self Propelled																									
2019 CAT CW16 PNEUMATIC COMPACTOR (ROLLER)	19-09	MAJOR	10	\$	96,500.00	\$ 100.00		232																	
2019 CAT CW16 PNEUMATIC COMPACTOR (ROLLER)	19-10	MAJOR	10	\$	98,000.00	\$ 100.00		210																	
1962 ROLLER	89-08	MAJOR	10	\$	4,500.00	\$ 35.00	no meter	no meter																	
Roller-Pull Type																									
2008 PULL TYPE RUBBER TIRE ROLLER	08-03	MAJOR	10	\$	14,794.98	\$ 25.00	no meter	no meter		\$	22,000.00	\$	-	\$	2,500.00	\$	19,500.00	20	1	1.50	1.50	\$	29,250.00	\$	975.00
Brush Chipper																									
1995 MORBARK BRUSH CHIPPER	95-02	MAJOR	8	\$	21,726.00	\$ 25.00		65		\$	35,000.00	\$	-	\$	2,500.00	\$	32,500.00	20	2	1.50	3.00	\$	97,500.00	\$	3,250.00
Shouldering Machine																									
1983 SHOULDERING MACHINE	83-01	MAJOR	3	\$	8,000.00	\$ 40.00	no meter	no meter		\$	115,000.00	\$	-	\$	20,000.00	\$	95,000.00	20	1	1.50	1.50	\$	142,500.00	\$	4,750.00
Trailers																									
2018 TRAIL KING STEEL SIDE DUMP TRAILER	18-02	TRAILER	8	\$	67,185.60	\$ 25.00	30,447	28,370																	
2020 TRAIL KING TRAILER	20-05	TRAILER	8	\$	85,167.01	\$ 25.00		1,319																	
2023 WB Towmaster T14-DT	23-02	TRAILER	8	\$	13,220.00	\$ 25.00	-																		
Flat Bed Trailers																									
2014 TOWNMASTER TK 14U TRAILER	14-03	TRAILER	8	\$	11,792.20	\$ 25.00	no meter	no meter		\$	20,000.00	\$	1,320.00	\$	5,000.00	\$	16,320.00	15	2	2.00	4.00	\$	65,280.00	\$	2,176.00
1997 TOWMASTER TRAILER	97-05	TRAILER	8	\$	14,818.55	\$ 25.00	no meter	no meter																	
Pull-Behind Paver																									
2000 GILCREST ASPHALT PAVER	00-05	MAJOR	10	\$	32,338.73	\$ 25.00		1,580		\$	58,000.00	\$	-	\$	3,000.00	\$	55,000.00	20	1	1.50	1.50	\$	82,500.00	\$	2,750.00
Steel Vibe Roller																									
1990 INGERSOL SELF-PROP VIB ROLLER	90-06	MAJOR	10	\$	26,187.00	\$ 25.00		15,682		\$	39,000.00	\$	-	\$	2,000.00	\$	37,000.00	20	1	1.50	1.50	\$	55,500.00	\$	1,850.00
Bucket/Specialty Truck																									
2011 DODGE 4X4 & AERIAL DEVICE	11-05	MAJOR	5	\$	76,524.30	\$ 50.00	3,297	58,266		\$	85,000.00	\$	5,610.00	\$	5,000.00	\$	85,610.00	20	3	1.50	4.50	\$	385,245.00	\$	12,841.50
2014 RAM PICKUP 1 TON	14-05	PICKUP	5	\$	61,481.28	\$ 10.00	1,955	64,184																	
2020 INTERNATIONAL CV515 SFA	20-06	MAJOR	5	\$	81,751.47	\$ 50.00	598	11,786																	
Lawn Mower																									
1998 JD LX 178	98-04	LAWN MOWER	5	\$	3,593.71	\$ 30.00	no meter	no meter		\$	12,000.00	\$	-	\$	1,500.00	\$	10,500.00	10	4	3.00	12.00	\$	126,000.00	\$	4,200.00
2001 JD LX 279	01-03	LAWN MOWER	5	\$	4,112.76	\$ 30.00	no meter	no meter																	
2012 JD X360	12-04	LAWN MOWER	5	\$	3,740.63	\$ 30.00		608																	
2018 JD Z920M COMMERCIAL ZTRAK	18-07	LAWN MOWER	5	\$	8,000.00	\$ 30.00		379																	
2023 JD Z720E Ztrak	24-07	LAWN MOWER	5	\$	7,550.00	\$ 30.00		85																	
Large Lawn Mower																									
2018 JD 1550	18-03	LAWN MOWER	5	\$	16,000.00	\$ 30.00	190	213		\$	20,000.00	\$	-	\$	3,000.00	\$	17,000.00	20	1	1.50	1.50	\$	25,500.00	\$	850.00
2021 Virnig Brush Chipper	21-06	LAWN MOWER	8	\$	10,950.00	\$ 25.00	-																		
2023 Virnig Brush Chipper	23-03	LAWN MOWER	8	\$	16,630.50	\$ 25.00	-																		
Large Park Lawn Mower																									
2021 John Deere 1600 Turbo Series III	21-08	TRACTOR	7	\$	37,821.23	\$ 80.00		226		\$	50,000.00	\$	-	\$	15,000.00	\$	35,000.00	20	1	1.50	1.50	\$	52,500.00	\$	1,750.00
Walk N Roll																									
2018 WALK N ROLL UNIT	18-08	WALK N ROLL	12	\$	35,740.00	\$ 25.00	no meter	no meter		\$	38,000.00	\$	-	\$	5,000.00	\$	33,000.00	15	3	2.00	6.00	\$	198,000.00	\$	6,600.00
2019 WALK N ROLL UNIT	19-03	WALK N ROLL	12	\$	35,740.00	\$ 25.00	no meter	no meter																	
2020 WR90 OSCILLATOR WALK N ROLL UNIT	20-09	WALK N ROLL	12	\$	36,210.00	\$ 25.00	no meter	no meter																	
Walk N Roll - Front Mount																									
2020 LYCOX RETRIEVER W/GRADER FRONT MOUNT	20-10	WALK N ROLL	12	\$	16,700.00	\$ 25.00	no meter	no meter		\$	19,950.00	\$	-	\$	-	\$	19,950.00	12	2	2.50	5.00	\$	99,750.00	\$	3,325.00
2022 LYCOX RETRIEVER W/ GRADER FRONT MOUNT	22-03	WALK N ROLL	12	\$	18,500.00	\$ 25.00	no meter	no meter																	
2023 LYCOX RETRIEVER W/GRADER FRONT MOUNT	23-05	WALK N ROLL	12	\$	19,950.00	\$ 25.00	no meter	no meter																	
Air Compressor																									
1992 INGER.RAND PORT.AIR COMP.	92-06	MAJOR	7	\$	10,437.00	\$ 15.00		5,254		\$	25,000.00	\$	-	\$	1,500.00	\$	23,500.00	20	1	1.50	1.50	\$	35,250.00	\$	1,175.00
Excavator																									
2018 CAT EXCAVATOR	18-04	LOADER-2	10	\$																					

Total Station - Survey Equipment								\$ 25,000.00	\$ -	\$ -	\$ 25,000.00	10	1	3.00	3.00	\$ 75,000.00	\$ 2,500.00
S7 ROBOTIC SCANNING CAP TOTAL STATION	-	OTHER	-	\$ 24,884.10	\$ -	no meter	no meter										
Misc Equipment																	
2019 SIDE BY SIDE	19-07	MAJOR	6	\$ 13,773.50	\$ -	80	788	\$ 14,000.00	\$ -	\$ -	\$ 14,000.00	10	1	3.00	3.00	\$ 42,000.00	\$ 1,400.00
2019 SIDE BY SIDE TRAILER	19-08	MAJOR	6	\$ 4,028.06	\$ -	-	-	\$ 4,000.00	\$ -	\$ -	\$ 4,000.00	10	1	3.00	3.00	\$ 12,000.00	\$ 400.00
2022 Polaris Side by Side	22-04	MAJOR	6	\$ 16,771.51	\$ 20.00	28	844	\$ 16,800.00		\$ -	\$ 16,800.00	6	1	5.00	5.00	\$ 84,000.00	\$ 2,800.00
2020 VIRNIG BROOM W/CURB BRUSH	20-03	MAJOR	10	\$ 6,949.00	\$ -			\$ 7,000.00	\$ -	\$ -	\$ 7,000.00	20	1	1.50	1.50	\$ 10,500.00	\$ 350.00
2018 CONSTRUCTION FORK ATTACHMENT	18-12	MAJOR	3	\$ 9,775.00	\$ -	no meter	no meter	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00	3	1	10.00	10.00	\$ 100,000.00	\$ 3,333.33
2015 DIAMOND MOWER ATTACHMENT	15-06	MAJOR	7	\$ 33,655.92	\$ 70.00	no meter	no meter	\$ 35,000.00	\$ -	\$ 5,000.00	\$ 30,000.00	10	1	3.00	3.00	\$ 90,000.00	\$ 3,000.00
2015 GATOR JOHN DEERE	15-05	MAJOR	0	\$ 14,400.00	\$ 5.00	175	1,018	\$ 15,000.00	\$ -	\$ 2,000.00	\$ 13,000.00	10	1	3.00	3.00	\$ 39,000.00	\$ 1,300.00
2013 DIAMOND DISK RECLAIMER	13-09	MAJOR	5	\$ 5,834.93	\$ 30.00	no meter	no meter	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	10	1	3.00	3.00	\$ 15,000.00	\$ 500.00
2018 SANDER CONVEYOR STCC W/LIGHTBR	18-06	MAJOR	5	\$ 8,797.67	\$ 10.00	no meter	no meter	\$ 9,000.00	\$ -	\$ -	\$ 9,000.00	15	1	2.00	2.00	\$ 18,000.00	\$ 600.00
2013 SPRAYER - MADE IN HOUSE	13-08	MAJOR	5	\$ 18,065.57	\$ 40.00	no meter	no meter	\$ 20,000.00	\$ -	\$ -	\$ 20,000.00	10	1	3.00	3.00	\$ 60,000.00	\$ 2,000.00
2013 WEDGE PLOW - MADE IN HOUSE	13-13	MAJOR	5	\$ 3,151.56	\$ 30.00	no meter	no meter	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	20	1	1.50	1.50	\$ 7,500.00	\$ 250.00
1992 YAMAHA ATV @ PARK	92-05	MAJOR	5	\$ -	\$ 40.00	107		\$ 3,000.00	\$ -	\$ 500.00	\$ 2,500.00	10	1	3.00	3.00	\$ 7,500.00	\$ 250.00
1987 TRAILER FOR MOWER(PRK&HWY	87-02	TRAILER	8	\$ 1,758.27	\$ 25.00	no meter	no meter	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	15	1	2.00	2.00	\$ 10,000.00	\$ 333.33
1990 TOWMASTER TRAILER FOR ROLLER	90-05	TRAILER	8	\$ 2,834.50	\$ 25.00	no meter	no meter	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	15	1	2.00	2.00	\$ 10,000.00	\$ 333.33
GPS - TRIMBLE TABLET RUGGED PC	300	OTHER	0	\$ 15,292.29	\$ -	no meter	no meter	\$ 7,500.00	\$ -	\$ -	\$ 7,500.00	7	1	4.29	4.29	\$ 32,142.86	\$ 1,071.43
2023 LOFTNESS TREE TRIMMER ATTACHMENT	23-06	MAJOR	8	\$ 24,600.00	\$ 30.00	no meter	no meter	\$ 24,600.00	\$ -	\$ -	\$ 24,600.00	8	1	3.75	3.75	\$ 92,250.00	\$ 3,075.00
2024 CAT PC306 COLD PLANER MILLHEAD	24-09	MAJOR	8	\$ 24,713.18	\$ 25.00	no meter	no meter	\$ 25,000.00	\$ -	\$ -	\$ 25,000.00	8	1	3.75	3.75	\$ 93,750.00	\$ 3,125.00
ENVIROSIGHT CULVERT CAMERA	306	OTHER	5	\$ 11,688.00	\$ -	no meter	no meter	\$ 11,700.00	\$ -	\$ -	\$ 11,700.00	5	1	6.00	6.00	\$ 70,200.00	\$ 2,340.00
2024 MARATHON HOT BOX	24-08	MAJOR	20	\$ 49,950.00	\$ 10.00			\$ 49,950.00	\$ -	\$ -	\$ 49,950.00	20	1	1.50	1.50	\$ 74,925.00	\$ 2,497.50
\$ 8,149,400.44																TOTALS:	\$ 23,805,388.61
																	\$ 793,512.95

No hours on any of these 4 pieces of equipment

2013 BOBCAT ANGLE BROOM	1314	MAJOR	10	\$ 5,150.48	\$ 40.00												
2014 EAGLE TRAILER (DITCH DEPT)	1504	MAJOR	0	\$ 3,175.00	\$ -												
KATOLIGHT EMERGENCY GENERATOR	9403	MAJOR	7	\$ 6,356.99	\$ 38.00												
1987 SIGN TRAILER	8703	TRAILER	8	\$ 2,070.71	\$ 25.00												
MISC. SHOP EQUIPMENT	100	M-SHOP	10	\$ 60,496.37													
MISC. OFFICE EQUIPMENT	200	M-ADMN	10	\$ 54,485.02													
MOBILE RADIOS (MAINT.)	440	M-MAIN	10	\$ 4,639.18													
MISC. MAINTENANCE EQUIPMENT	500	M-MAIN	10	\$ 76,772.09													

Total 8,362,546.28

Appendix D

General Obligation Bonds

Nicollet County, Minnesota

General Obligation Bonds

Net CIP & Road Reconstruction Levy Calculation

Aggregate Net Levy Requirement

DATE	2018B Bonds D/S CIP	2020A Taxable Bonds D/S CIP Refunding	Net D/S	Levy Required to Pay D/S	Certified 105% Levy Required	LEVY/COLLECT TOTAL
08/01/2024	12,450.00	21,227.50	33,677.50	33,677.50	35,361.38	2023/2024
02/01/2025	842,450.00	1,026,227.50	1,868,677.50	1,868,677.50	1,962,111.38	2023/2024
08/01/2025	-	18,715.00	18,715.00	18,715.00	19,650.75	2024/2025
02/01/2026	-	1,028,715.00	1,028,715.00	1,028,715.00	1,080,150.75	2024/2025
08/01/2026	-	15,180.00	15,180.00	15,180.00	15,939.00	2025/2026
02/01/2027	-	1,035,180.00	1,035,180.00	1,035,180.00	1,086,939.00	2025/2026
08/01/2027	-	10,845.00	10,845.00	10,845.00	11,387.25	2026/2027
02/01/2028	-	1,035,845.00	1,035,845.00	1,035,845.00	1,087,637.25	2026/2027
08/01/2028	-	5,720.00	5,720.00	5,720.00	6,006.00	2027/2028
02/01/2029	-	1,045,720.00	1,045,720.00	1,045,720.00	1,098,006.00	2027/2028
Total	\$854,900.00	\$5,243,375.00	\$6,098,275.00	\$6,098,275.00	\$6,403,188.75	

Baker Tilly Municipal Advisors, LLC

Appendix E

Nicollet County Unrestricted Fund Balance Summary - Year End 2023

<u>Year End</u>	<u>General Fund</u>	<u>Road & Bridge*</u>	<u>HHS</u>	<u>County Total</u>
2022	\$15,557,926	\$8,557,228	\$10,082,539	\$34,197,693
2023	<u>\$19,730,248</u>	<u>\$9,903,967</u>	<u>\$11,175,725</u>	<u>\$40,809,940</u>
Change	\$4,172,322	\$1,346,739	\$1,093,186	\$6,612,247

Committed to Health Insurance Premiums	\$747,475	\$149,076	\$599,825	\$1,496,376
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2023 Budgeted Use of Unrestricted Fund Balance	\$2,359,318
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2023 Unbudgeted Use of Unrestricted Fund Balance	N/A
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Fund Balance as a % of 2024 Budgeted Revenues	73%	87%	68%	75%
Fund Balance Month's of 2024 Budgeted Expenses	8.2	10.2	8.2	8.6

10% of 2024 Budgeted Revenue =	\$5,456,979
---------------------------------------	-------------

1 Month of 2024 Budgeted Expenses =	\$4,744,092
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State Auditor Recommended Fund Balance:

% of Revenues	35 - 50%
Month's of Expenditures	No less than 5

* Includes committed funds; excludes wheelage tax and sales tax funds (see below).

Year End 2023 Sales Tax Fund Balance	\$9,401,125
Year End 2023 Wheelage Tax Fund Balance	<u>\$2,227,571</u>
Total	\$11,628,696

Recent +/- Fund Balance Changes	
2019	-\$226,122
2020	\$5,253,098
2021	\$1,682,874
2022	\$1,009,031
2023	<u>\$6,612,247</u>
AVERAGE	\$2,866,226



Serving Citizens since 1853

Office of Public Works
Highways and Parks
Drainage Systems and Agricultural Inspection

Seth M. Greenwood, P.E.
Public Works Director/County Engineer

20 Year Road Improvement Projects List – 2018 thru 2037

Adopted July 25th, 2017

Road	Project Limits	Work Description	Length	Estimated Cost
CSAH 1	CSAH 16 to CSAH 38	Pavement Rehabilitation	7.5 Miles	\$1,687,500.00
CSAH 1	CSAH 38 to TH 22	Reconstruction	11 Miles	\$17,270,000.00
CSAH 3	CSAH 5 to TH 22	Pavement Rehabilitation	5 Miles	\$1,125,000.00
CSAH 3	TH 22 to Nicollet County Line	Reconstruction	3.5 Miles	\$5,495,000.00
CSAH 5	TH 15 to CSAH 12	Pavement Rehabilitation	3.6 Miles	\$1,800,000.00
CSAH 5	TH 4 to West Saint George	Pavement Rehabilitation	11.4 Miles	\$5,700,000.00
CSAH 5	West Saint George to TH 15	Pavement Rehabilitation / Reconstruction	6 Miles	\$4,710,000.00
CSAH 5	CSAH 12 to CSAH 40	Pavement Rehabilitation	17.6 Miles	\$8,800,000.00
CSAH 10	CSAH 1 to North County Line	Reconstruction	1.0 Mile	\$1,570,000.00
CSAH 10	CSAH 15 to CSAH 1	Reconstruction	3.5 Miles	\$5,495,000.00
CSAH 10	CSAH 5 to CSAH 15	Pavement Rehabilitation	2.7 Miles	\$607,500.00
CSAH 12	TH 14 to CSAH 5	Reconstruction	6.4 Miles	\$10,048,000.00
CSAH 13	506th Street to TH 99	Pavement Rehabilitation	5.3 Miles	\$4,000,000.00
CSAH 14	South County Line to CSAH 5	Reconstruction	1.7 Miles	\$2,669,000.00
CSAH 15	TH 111 to CSAH 51	Reconstruction	11.05 Miles	\$17,348,500.00
CSAH 15	TH 15 to CSAH 10	Pavement Rehabilitation	5.1 Miles	\$1,147,500.00
CSAH 16	CSAH 5 to North County Line	Reconstruction	4.6 Miles	\$7,222,000.00
CSAH 17	TH 14 to TH 99	Pavement Rehabilitation	4.8 Miles	\$1,080,000.00
CSAH 20	CSAH 5 to TH 22	Pavement Rehabilitation	1.53 Miles	\$344,250.00
CSAH 20	TH 22 to Nicollet County Line	Pavement Rehabilitation	8.4 Miles	\$1,890,000.00
CSAH 21	TH 14 to CSAH 12	Pavement Rehabilitation	4.7 Miles	\$1,057,500.00
CSAH 21	West County Line to CSAH 14	Pavement Rehabilitation	15 Miles	\$3,375,000.00
CSAH 22	CSAH 5 to North County Line	Pavement Rehabilitation	3.5 Miles	\$787,500.00
CSAH 27	CSAH 5 to North County Line	Pavement Rehabilitation	1.1 Miles	\$247,500.00
CSAH 30	CSAH 21 to North County Line	Reconstruction	1.2 Miles	\$960,000.00
CSAH 32	CSAH 1 to North County Line	Reconstruction	1.29 Miles	\$2,025,300.00
CSAH 33	CSAH 42 to TH 99	Pavement Rehabilitation	0.5 Miles	\$112,500.00
CSAH 37	South County Line to TH 14	Pavement Rehabilitation	0.6 Miles	\$135,000.00
CSAH 38	TH 14 to TH 14	Pavement Rehabilitation	1.9 Miles	\$427,500.00
CSAH 40	TH 99 to CSAH 15	Pavement Rehabilitation	2.4 Miles	\$540,000.00
CSAH 41	CSAH 23 to Roundabout	Pavement Rehabilitation	7.5 Miles	\$1,687,500.00
CSAH 42	TH 99 to TH 14	Reconstruction	1.3 Miles	\$2,041,000.00
CSAH 43	TH 111 to CSAH 33	Pavement Rehabilitation	0.28 Miles	\$63,000.00
CR 74	Traverse Road to Washington Ave.	Pavement Rehabilitation	0.6 Miles	\$200,000.00
Total 20 Year Road Improvement Projects Estimated Cost:				\$113,668,550.00
Annual Rural Transit Program (Joint effort with area Counties; Annual Local Share @ \$100,000/year:				\$2,000,000.00
Grand Total:				\$115,668,550.00

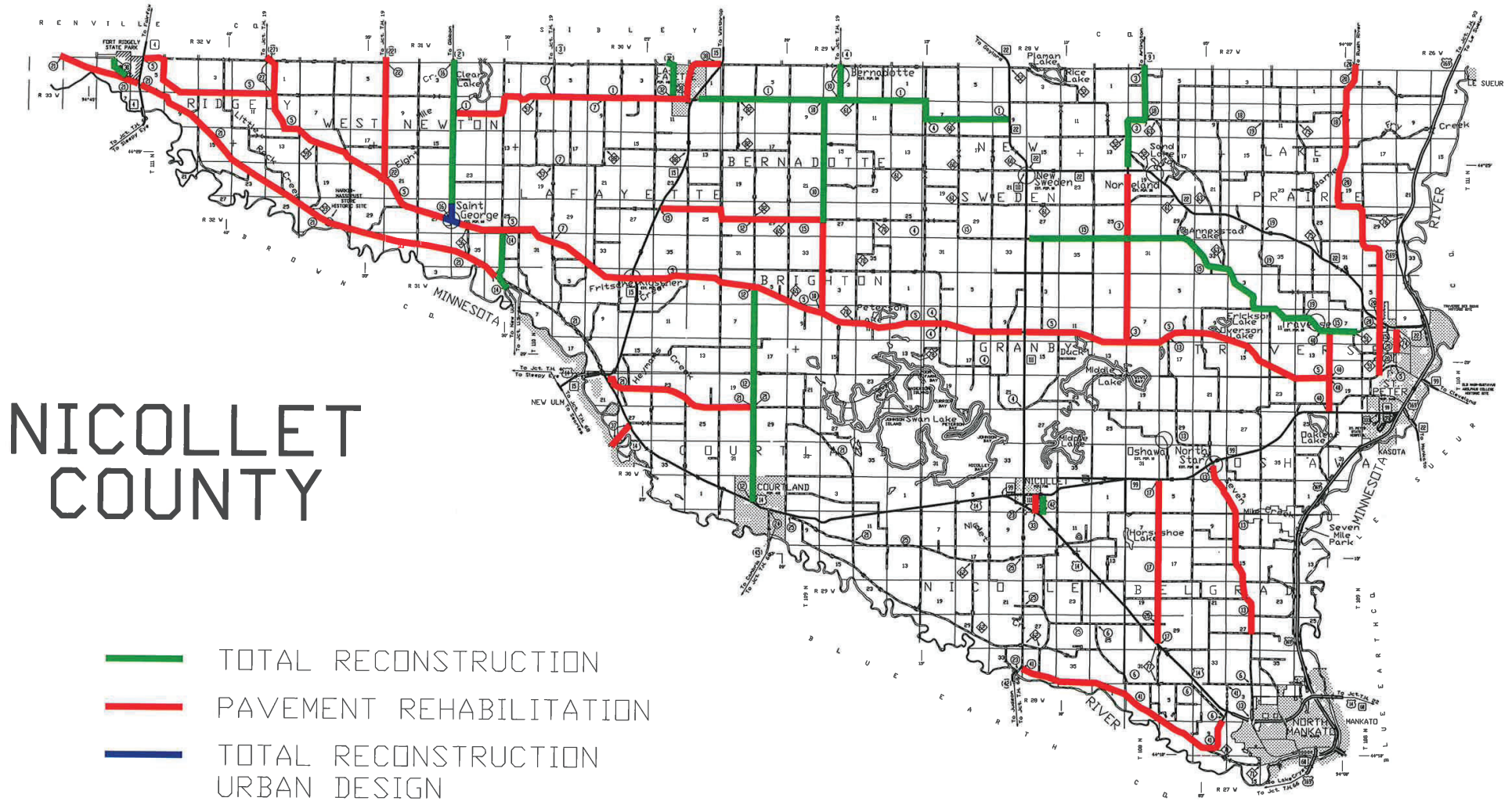
Public Works Department
1700 Sunrise Drive, St. Peter, MN 56082
Telephone 507-931-1760
seth.greenwood@co.nicollet.mn.us

Providing efficient services with innovation and accountability.

20 Year Road Improvement Projects List - 2018 thru 2037				
Adopted July 25th, 2017				
Road	Project Limits	Work Description	Length	Estimated Cost
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CSAH 13	506th Street to TH 99	Pavement Rehabilitation	5.3 Miles	\$ 4,000,000.00
CSAH 14	South County Line to CSAH 5	Reconstruction	1.7 Miles	\$ 2,669,000.00
CSAH 15	TH 111 to CSAH 51	Reconstruction	11.05 Miles	\$ 17,348,500.00
CSAH 15	TH 15 to CSAH 10	Pavement Rehabilitation	5.1 Miles	\$ 1,147,500.00
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CSAH 32	CSAH 1 to North County Line	Reconstruction	1.29 Miles	\$ 2,025,300.00
CSAH 33	CSAH 42 to TH 99	Pavement Rehabilitation	0.5 Miles	\$ 112,500.00
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Total 20 Year Road Improvement Projects Estimated Cost:				\$ 113,668,550.00
Annual Rural Transit Program (Joint effort with area Counties; Annual Local Share) @ \$100,000/year:				\$ 2,000,000.00
Grand Total:				\$ 115,668,550.00

20 YEAR ROAD IMPROVEMENT PROJECTS LIST (2018 - 2037)

ADOPTED JULY 25, 2017





RESOLUTION ADOPTING THE 2025 – 2029 CAPITAL IMPROVEMENT PLAN



WHEREAS, pursuant to Minnesota Statutes, Chapter 475, as amended, and Section 373.40, as amended (collectively, the “Act”), counties are authorized to adopt a capital improvement plan and carry out programs for the financing of capital improvements; and

WHEREAS, Nicollet County, Minnesota (the “County”), has caused to be prepared the “2025–2029 Capital Improvement Plan for Nicollet County, Minnesota” (the “Capital Improvement Plan”); and

WHEREAS, in considering the Capital Improvement Plan, the Board has considered for each project and for the overall Capital Improvement Plan:

1. the condition of the County’s existing infrastructure, including the projected need for repair and replacement;
2. the likely demand for the improvement;
3. the estimated cost of the improvement;
4. the available public resources;
5. the level of overlapping debt in the County;
6. the relative benefits and costs of alternative uses of the funds;
7. operating costs of the proposed improvements; and
8. alternatives for providing services more efficiently through shared facilities with other local government units; and

WHEREAS, the Capital Improvement Plan is intended to be a guide that is subject to change and does not commit the County to completing any of the improvements.

NOW, therefore, be it resolved, the Nicollet County Board of Commissioners hereby adopts the 2025 – 2029 Capital Improvement Plan as presented.

Dated this 17th day of December, 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:		
University of Minnesota Memorandum of Agreement 2025 - 2027		
Primary Originating Division/Dept.: Administration	Meeting Date: 12/17/2024	
Contact: Mandy Landkamer Title: County Administrator	Item Type: Regular Agenda (Select One)	
Amount of Time Requested 5 minutes		
Presenter: Mandy Landkamer Title: County Administrator	Attachments: ☒ Yes ☐ No	
County Strategy: Programs and Services - deliver value-added quality services (Select One)		
BACKGROUND/JUSTIFICATION: Consideration of the attached Memorandum of Agreement (MOA) between the University of Minnesota and Nicollet County for the provision of local programming and employing Extension staff. The Agreement begins on January 1, 2025 through December 31, 2027. The Agreement has been reduced by \$5,000 with the elimination of the Ag Intern.		
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) September 2022		
Approved by County Attorney's Office: ☐ Yes ☐ No ☒ N/A		
ACTION REQUESTED: Approval of the MOA between the University of Minnesota and Nicollet County.		
FISCAL IMPACT: Included in current budget (Select One) If "Other", specify	FUNDING County Dollars = Other (Select One)	\$177,645
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:	Total	\$177,645

Agreement
Between the Regents of the University of Minnesota
And
Nicollet County, Minnesota
For providing Extension programs locally and
employing Extension Staff

This Agreement ("Agreement") between the County of Nicollet Minnesota ("County") and Regents of the University of Minnesota on behalf of its Extension unit, 240 Coffey Hall, St. Paul, Minnesota, 55108 ("University") is effective January 1, 2025, and supersedes and replaces any and all current or existing agreements relating to Extension and its programs that may exist between the County and University.

The term of this Agreement shall be three (3) years, beginning on January 1, 2025 and ending on December 31, 2027, unless earlier terminated as provided in paragraphs 9 and 10.

WITNESSETH:

WHEREAS, Minn. Stat. §38.34 authorizes a Board of County Commissioners to incur expenses and spend money for County Extension work; and

WHEREAS, the money set aside and appropriated by the County Board in the County Extension Fund may be paid out by orders of the University's Director of Extension, or the Director's designee, as identified in Minn. Stat. §38.36, Subd. 3; and

WHEREAS, Minn. Stat. §38.37 provides that Extension educators must be employed according to University personnel procedures and must be University employees; and

WHEREAS, it is the intention of the County and University that the University shall provide Extension services on behalf of the County in exchange for considerations as detailed herein.

NOW THEREFORE, in consideration of the mutual undertaking and agreements contained within this Agreement, the County and University hereby agree as follows:

1. In accordance with Minn. Stat. §38.37 County desires to augment the University's state-wide Extension programs (Programs) as detailed in Exhibit A, Table A. Exhibit A also details the University-hired administrative support specialists, short-term temporary casual program staff, and

the grant/partner-funded positions that the County supports. Program deliverables are listed in Exhibit B.

2. County recognizes that University costs for supporting these Programs and positions increase from year to year. The costs payable for these positions are reviewed by the Association of Minnesota Counties' ("AMC") Extension Committee and University's Extension central administration, at which time the parties agree on an appropriate inflation factor for the coming year(s). Unless County and University otherwise agree, the inflation factor will be as agreed to by AMC and University.

3. Based on the County's funding commitment, University agrees to hire, schedule, pay, and evaluate employees. University employees will follow University policies, procedures, contracts and labor agreements. University will provide salary and fringe benefits for the positions and, following University personnel guidelines, University will determine the salary adjustment of each University Extension employee. University will provide employee supervision, staff development, and performance management. University also agrees to provide Program leadership, connections to University research, enhanced programming from state/regional Extension employees, oversight for risk management and contract management, and payroll and accounting services, including reimbursing employees for business travel.

4. County agrees to provide local support in the form of a county-hired administrative support specialist or to contract with the University for administrative support. The County also agrees to provide office space, office furnishings, telephone, computer and printer, software, internet service, storage space, and general office supplies for the positions listed on Exhibit A. The University will recommend administrative support specialist responsibilities and technology needs (Exhibit C). Nevertheless, the County will determine the level of availability and type of local support as established in the annual budget.

5. University will bill the County quarterly and the County will submit payment within thirty-five (35) days of receipt of the bill. The total annual amount to be paid by the County for the Program and University hired administrative support specialist positions shall be billed and paid in four (4) equal quarterly payments. University will bill the County for short-term temporary casual positions as outlined in Exhibit A.

6. During an extended leave of absence (e.g. FMLA; educational leave), the University will continue the Program with regional educators and/or temporary employees with the involvement and concurrence of the County. The County will be billed at the contract price and will not incur any additional charges for regional educators or temporary employees. If the Program is reduced during a leave of absence, the University and County will mutually agree to the amount the invoice should be adjusted.

7. As vacancies occur (e.g. retirement, resignation), and if the County and University agree to continue to support the desired Program and position, University will hire new personnel with the involvement and concurrence of the County. The County will not be billed for a position during the time that position is vacant. If temporary employees are hired to continue the Program during the hiring process, the County will be billed at the contract price.

8. Annually, the County Extension Committee, in coordination with University, will be responsible for approving the County Extension educational programming and services, as provided for in Minn. Stat. §38.37. The County Extension Committee will have the option to provide input to University on Programs as part of the University's annual Program evaluation. County and University will work together to address Program concerns. Program or personnel issues that cannot be resolved locally, should be addressed with the supervisor (Exhibit D - Org. Chart).

9. Nothing in this Agreement precludes the County or University at any time during the term of this Agreement from requesting a modification of the Program, including an adjustment of the number of University Extension personnel working in the County. The County or University will provide a minimum of ninety (90) days prior notice if either party desires a change in Programs that results in a decrease in the staffing or funding level, and both parties agree to enter into good faith discussions to address such request.

10. If University or the County in good faith determines that funding is no longer available to support the Programs or positions providing services locally, either party may terminate this Agreement. Termination of the Agreement in its entirety requires a minimum of ninety (90) days' prior notice. Notice shall be dated and provided in writing to the parties listed below as the contacts for this Agreement.

If to County:

Nicollet County
Mandy Landkammer, County Administrator
501 S. Minnesota Ave.
St. Peter, MN 56082
Email: mandy.landkamer@co.nicollet.mn.us

If to University:

University of Minnesota
Minnesota Extension
Attn: Dean Beverly R. Durgan
240 Coffey Hall
1420 Eckles Avenue
St. Paul, MN 55108
E-mail: mnext@umn.edu

11. Each party agrees that it will be responsible for its own actions and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party or the results thereof. The County's liability is governed by the provisions of Minn. Stat. Chap. 466 and other applicable laws. The University's liability is governed by the provisions of the Minnesota Tort Claims Act, Minn. Stat. §3.736 and other applicable law.

12. Pursuant to Minn. Stat. §16C.05, Subd. 5, the University agrees that County, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of relating to this Agreement. University agrees to maintain these records in accordance with applicable law.

13. All data collected, created, received, maintained, or disseminated for any purposes by the activities of University because of this Agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. Chap. 13, as amended, the Minnesota Rules implementing such Act now in force or as adopted, as well as Federal Regulations on data privacy.

14. With respect to their obligations under this Agreement, the University and the County are committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, national origin, sex, age, marital status, disability, public assistance status, veteran status, sexual orientation or other classifications protected by state or federal law. In adhering to this policy, the University abides by the Minnesota Human Rights Act, Minnesota Statute Ch. 363A; by the Federal Civil Rights Act, 42 U.S.C. 2000e; by the requirements of Title IX of the Education Amendments of 1972; by Sections 503 and 504 of the Rehabilitation Act of 1973; by the Americans With Disabilities Act of 1990; by Executive Order 11246, as amended; by 38 U.S.C. 2012, the Vietnam Era Veterans Readjustment Assistance Act of 1972, as amended; and by other applicable statutes and regulations relating to equality of opportunity.

15. This Agreement may be executed in counterparts and/or by electronic signature, each counterpart of which will be deemed an original, and all of which together will constitute one agreement. The executed counterparts of this Agreement may be delivered by electronic means, such as email, and the receiving party may rely on the receipt of such executed counterpart as if the original had been received.

– Signature Page Follows –

IN WITNESS WHEREOF, the parties by their respective authorized agents or officers have executed this Agreement.

County of Nicollet

BY _____
Chair, County Board of Commissioners

DATE _____

Approved as to form:

BY _____
County Attorney

DATE _____

Regents of the University of Minnesota

BY _____
Dean, University of Minnesota Extension

DATE _____

Agreement between the Regents of the University of Minnesota through its Extension and Nicollet County, Minnesota

Exhibit A: Extension Programs and Positions Supported by the County

The County has agreed to support the following University of Minnesota Extension Programs and positions. Package prices are based on a three-year commitment unless otherwise noted.

Table A: Programs

County agrees to provide the funds identified below to augment the following Extension Programs and positions. Package prices include salary, fringe, travel, and other expenses as described in paragraph 3 of the above-referenced "Agreement."

Program/Position	2025		2026		2027	
	FTE	Price	FTE	Price	FTE	Price
Extension Educator, 4-H Youth Development	1	\$100,000	1	\$103,000	1	\$106,100
Extension Educator, Agriculture and Natural Resources	.50	\$50,000	.50	\$51,500	.50	\$53,050
Total	1.5	\$150,000	1.5	\$154,500	1.5	\$159,150

Table B: Administrative Support Specialist - Not Applicable

County agrees to provide the funds identified below to support a University-hired Administrative Support Specialist in the County Extension Office. The Administrative Support Specialist is a bargaining unit employee, paid hourly. Full-time is 40 hours per week or 2080 hours per year. Unless otherwise specified, hours of work will be divided equally across 52 weeks. Package price includes salary, fringe, travel, and other expenses as described in paragraph 3 of the above-referenced "Agreement."

Table C: Short-term Temporary Casual Program Staff (e.g. College Intern; Summer Coordinator)

County agrees to provide the funds identified below to support University-hired short-term temporary casual program staff. Salary and fringe vary by classification and experience. Unless otherwise noted, the University has the flexibility to hire individuals into the classification that matches the employee's qualifications and best serves the county Program needs. Funds provided will be used to cover salary, fringe, travel, and other expenses as described in paragraph 3 of the above-referenced "Agreement."

Casual Program Staff	2025 Total Funds	2026 Total Funds	2027 Total Funds
Temp-Casual Staff, 4-H Youth Development	\$10,830	\$11,155	\$11,495

Temp-Casual Staff, 4-H Youth Development	\$6,600	\$6,800	\$7,000
Total	\$17,430	\$17,955	\$18,495

Table D: Grant/Partner Funded Positions - Not Applicable

County is not obligated to provide funds and the University shall not bill for the following grant or partner-funded positions. County agrees to provide “local support” as specified in paragraph 4 of the Agreement unless otherwise specified. University agrees to provide salary, fringe, travel, and other expenses as described in paragraph 3 of the above-referenced “Agreement.”

Agreement between the Regents of the University of Minnesota through its Extension And Nicollet County, Minnesota

Exhibit B: Program Deliverables

The University of Minnesota Extension offers the County four options for augmenting Extension programming locally. Deliverables within a county depend on the Program(s) selected (Exhibit A - Table A) and the level of investment in the Program.

4-H Youth Development:

1. The county 4-H program will be delivered to promote youth learning, leadership and service with research-based curricula and educational methods.
2. All 4-H'ers will have opportunities to showcase their learning, leadership and service at public events.
3. All 4-H'ers will have opportunities to participate in regional, state and national 4-H programs and events.
4. A volunteer system will be in place to recruit, train and engage adults to support the delivery of the county 4-H program.
5. Community needs and opportunities will be discussed and 4-H program plans, program calendar, impact reports and other communications will be shared with the County Extension Committee, 4-H membership and families, and other stakeholders.

Agriculture, Food and Natural Resources:

1. Extension educators will provide customized, research-based resources and education to meet identified County needs.
2. Extension educators will provide agricultural, horticultural, and natural resource adult education that is reliable and practical, using a variety of delivery methods/platforms.
3. Extension educators will provide technical assistance (phone, online, in-person) for homeowners and farmers.
4. Extension Master Gardener Volunteer Program coordinators will guide county volunteers in volunteer recruitment, training, and program delivery, with a focus on sharing research-based horticultural knowledge and practices, cultivating diverse collaborations, supporting project-based volunteer activities and inspiring change.
5. Extension educators and program coordinators will discuss county needs and share program goals, impact reports, calendar of events, newsletters, and other communications with the County Extension Committee and other stakeholders.

Family, Health and Wellbeing:

1. Extension Educators and SNAP Ed/EFNEP Health and Wellness Coordinators will promote health through education in family nutrition, family resource management/finances, family mental health, substance use and recovery, and/or parent education.
2. Extension Educators and SNAP ED/EFNEP Health and Wellness Coordinators will work with, adapt, and deliver programs for new, diverse, and historically underserved audiences.
3. Extension educators will develop, train, consult, implement, and evaluate educational programs based in scholarly/scientific research and community needs/assets.
4. Extension Educators will conduct applied research in collaboration with campus faculty and county partners, if applicable to local needs and demographic trends.
5. Extension will communicate with the County Extension Committee and other stakeholders by discussing community needs, sharing program goals to meet community needs, sharing impact reports, and discussing feedback for future programming.

Community Development:

1. Extension Educators will work with community leaders, including the County Extension Committee, to engage different segments of the community to understand and assess the issues affecting their community and its development.
2. Extension Educators will facilitate the development of an annual community development action plan that guides educational programming and applied research for the county on an annual basis and contributes to the development of a core \set of community development resources for the county.
3. Extension Educators will facilitate and support access to community development educational programming in the county such as programs in leadership development, tourism, entrepreneurship, workforce development, placemaking, and others tailored to the needs of the county.
4. Extension Educators will coordinate applied research programs that examine issues of community and economic development that help community leaders better understand these issues and inform actionable responses.
5. Extension Educators will evaluate the short and long-term impacts of community development programming in the county and share this information with the County Extension Committee and other stakeholders.

Agreement between the Regents of the University of Minnesota through its Extension and Nicollet County, Minnesota

Exhibit C: University Recommendations

The County will determine the level of availability and type of local support as established in the annual budget. Per the Memorandum of Agreement, paragraph 4, the University offers the following recommendations for the time and responsibilities of county-hired administrative support specialists; and, technology support for Extension employees located in county Extension offices.

1. Technology recommendations for Extension employees located in county Extension offices

- Hardware: Laptop computer; keyboard and mouse; monitor; docking station; camera with microphone; and, printer or access to a shared printer for each employee.
 - A laptop computer is recommended over a desktop computer for ease of use offsite (e.g. county fair; programs)
- Software: Allow for installation, use, and updates to University-provided software on county hardware and networks: Google Workspace; Microsoft Office; Web Conferencing (e.g. Zoom); 4HOnline
 - Google Workspace is used by the University for email, shared calendars, online document editing and storage, and quick connections by chat or video.
 - Microsoft Office is used to create documents, spreadsheets, and presentations.
 - Web Conferencing tools, like Zoom, are used by the University for regularly scheduled internal and external meetings and training (e.g. updates on 4honline and fair entry software).
 - 4-HOnline is an online member enrollment and event management software used by Minnesota 4-H.
- Website Access:
 - University and Extension web pages are used for internal communication, accessing resources for program participants, and updating county websites.
- Social Media Access
 - Facebook and X (formerly Twitter) are used for promoting programming to the public, including 4-H members and volunteers.
- Access to electronic county forms/documents required for the position.
- Support from County IT.

2. Recommendations for time and responsibilities of county-hired administrative support specialists

- A minimum of 20 hours/week/year round (1040 hours) of support is recommended with additional hours needed as the size and scope of Programs increase.

- University-hired Administrative Support Specialist position description, copied below, is an example of tasks to be completed by a county-hired administrative support specialist.

Example Position Description
Extension Administrative Support Specialist

An Extension Administrative Support Specialist provides day-to-day operations including customer service and administrative support for all county Extension programs and activities. This position provides support for 4-H, Master Gardeners, Agriculture and Natural Resources, and SNAP Ed.

County Program Support

- Assists Extension staff in planning and developing resources and events.
- Assists in communicating Extension programs through website updates, social media, listservs, newsletters, and print and radio media.
- Helps to ensure Extension is adhering to applicable county and University policies.
- Provides direct and back-up support for the county 4-H program.
- Provides backup and backfill assistance for similar programs.

Office and General Administration

- Operates and maintains general office equipment; consults with IT as appropriate.
- Orders, maintains, and manages office supplies and publications for the department.
- Processes office mail.
- Maintains schedule for office meeting rooms.
- Participates in training, professional staff development, and conferences.
- Point of contact for the county Extension office; receives, greets, and responds to requests; provides resources and referrals to questions and distributes requests/messages to correct parties.
- Provides clerical and technical office support for all Extension programs and staff.
- Assists with creating and modifying electronic documents, brochures, program fliers, posters, reports, and correspondence. Prints, scans, and files materials.
- Provides support to the county Extension committee.
- Administers Extension Office accounting activities including deposits, accounts payable, and processing invoices and vouchers for payment reviews financial statements monthly.

Department of Youth Development

Jennifer Skuza
Associate Dean

Leah Larson
Program Leader
Central Region

Anoka

Carver

Chicago

Scott

Dakota

Hennepin

Washington

Stearns

Benton

Sherburne

Isanti

Wright

McLeod

Ramsey

Meeker

Jan Derdowski
Program Leader
Northeast Region

Cook

Lake

St. Louis

Carlton

Pine

Mille Lacs

Kanabec

Morrison

Todd

Crow Wing

Aitkin

Cass

Itasca

Koochiching

Beltrami

Kari Robideau
Program Leader
Northwest Region

Kittson

Roseau

Lake of the Woods

Marshall

Polk

Pennington

Red Lake

Clearwater

Hubbard

Wadena

Becker

Otter Tail

Douglas

Grant

Traverse

Wilkin

Clay

Becker

Mahnomen

Norman

Kristen Hurley
Program Leader
Southeast Region

Goodhue

Wabasha

Winona

Houston

Fillmore

Olmsted

Dodge

Mower

Steele

Freeborn

Rice

LeSueur

Blue Earth

Waseca

Faribault

Sibley

Nicollet

Blue Earth

Brown

Nancy Hegland
Program Leader
Southwest Region

Martin

Watonwan

Jackson

Cottonwood

Redwood

Renville

Kandiyohi

Swift

Pope

Stevens

Big Stone

Lac Qui Parle

Yellow Medicine

Lincoln

Lyon

Pipestone

Murray

Rock

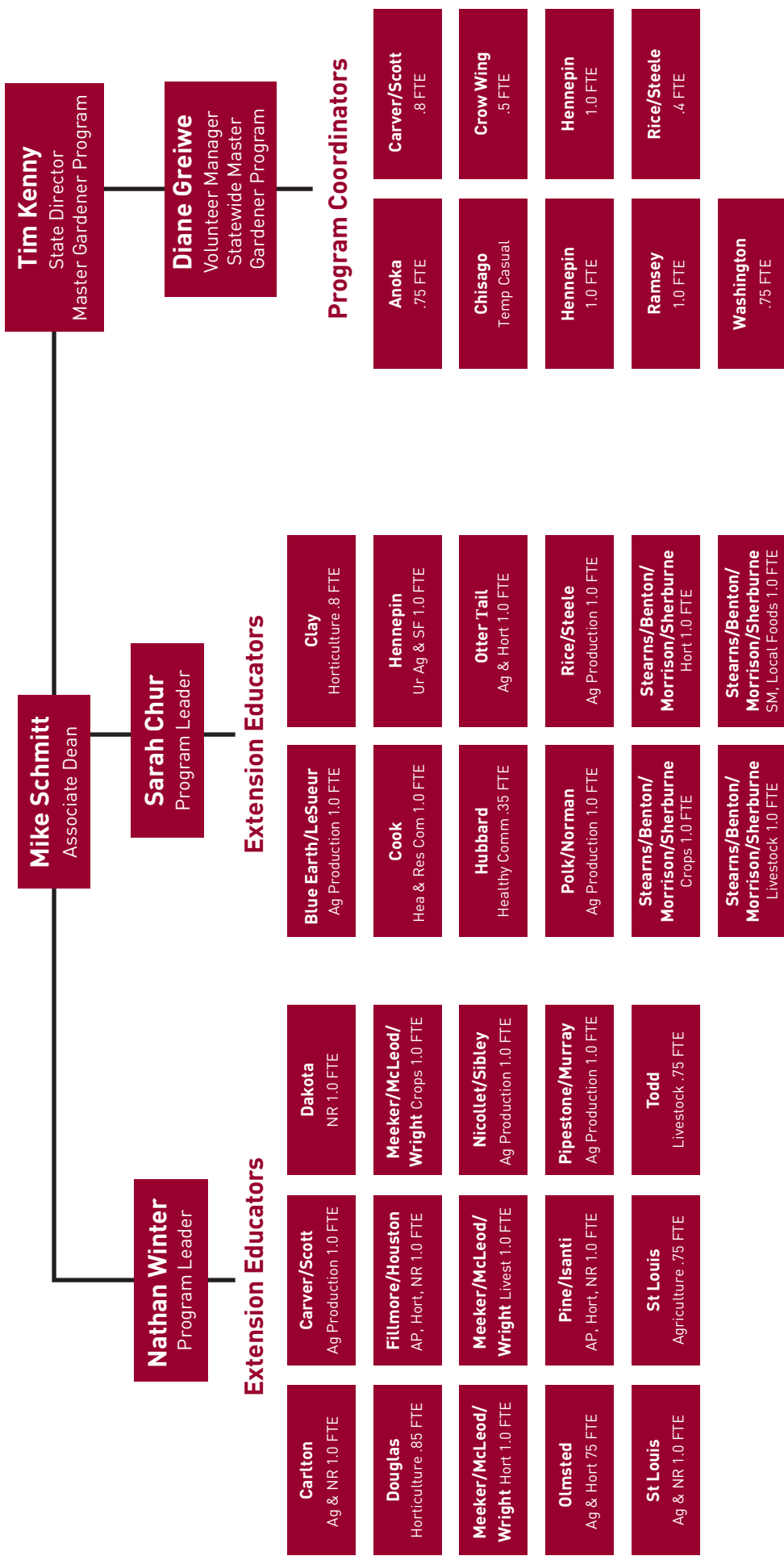
Nobles

Chippewa



UNIVERSITY OF MINNESOTA
EXTENSION

Department of Agricultural and Natural Resource Systems



Nicollet County Board of Commissioners

Board Meeting Agenda Item



Agenda Item: 2025 Fee Schedule Public Hearing and Resolution		
Primary Originating Division/Dept.: Administration Contact: Mandy Landkamer Title: County Administrator Amount of Time Requested 5 minutes Presenter: Mandy Landkamer Title: County Administrator	Meeting Date: 12/17/2024 Item Type: Regular Agenda (Select One) Attachments: ☒ Yes ☐ No	
County Strategy: Programs and Services - deliver value-added quality services (Select One)		
BACKGROUND/JUSTIFICATION: As allowed by Minn. Stat. §373.41, the County Board may charge for services provided by county offices. Each year, Department Heads review the existing fee schedules and recommend changes as needed. A public hearing is scheduled for 9:30 am to hear and consider the attached amendments to the County Fee Schedule. Following the public hearing, the Board may consider the attached Resolution approving the amendments to the Fee Schedule effective on January 1, 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) December 12, 2023		
Approved by County Attorney's Office: ☐ Yes ☐ No ☒ N/A		
ACTION REQUESTED: Approval of the 2025 Nicollet County Fee Schedule and Resolution as presented.		
FISCAL IMPACT: NOT in current budget (Select One) If "Other", specify	FUNDING County Dollars = Other (Select One) Total	
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:		

ALL DEPARTMENTS		
Service Fee Item	Fee	Updates:
County Copy Policy:	Counties are authorized to charge a reasonable fee, including: cost of materials and labor, mailing cost, and any special production costs - Minn. Stat. 13.03 and Minn. Rule Chapter 1205.03	
Fax	\$1.00/page	
Copies	\$0.25/page \$0.50/page – Double sided	
CD/DVD	\$10.00 (unless otherwise noted)	
County Maps	\$2.50 if mailed, otherwise no charge	
NSF Check Fee	\$30.00	No Change

COMMUNITY CORRECTIONS		
Service Fee Item	Fee	Updates:
<i>Alcohol Monitoring Fees</i>		
MEMS - Adult	\$15.00/day	
MEMS - Juvenile	\$5.00/day	
SCRAM - Adult	\$15.00/day	
SCRAM - Juvenile	\$5.00/day	
Grant Amount	\$3.00 - \$9.00/day	
<i>Class Fees</i>		
Cognitive Skills-Adult	\$100.00-	
Cognitive Skills-Juvenile	\$50.00-	
Driving-With-Care	\$100.00-	
MADD Panel DVD	\$20.00	
Domestic Violence Program	\$300.00; \$175.00; \$100.00	
Decision Points - Adult	\$100.00-	75
Decision Points-Juvenile	\$50.00-	
<i>Correctional Fees</i>		
Adult		
Misdemeanor	\$175.00	
Gross Misdemeanor	\$200.00	
Felony	\$300.00	
Juvenile		
Petty Misdemeanor/Misdemeanor	\$75.00	
Gross Misdemeanor/Felony	\$100.00	
Diversion	\$75.00	
<i>Drug Testing Fees</i>		
UA Fee (positive)- Adult	\$25.00	
UA Fee (positive)- Juvenile	\$25.00	
UA Fee- ETG	\$25.00	
Saliva Test	\$25.00	
Drug Testing Patch	\$150.00	
<i>Electronic Home Monitoring Fees</i>		
Install Fee	\$30.00-	\$50.00
EHM- Adult	\$25.00/day	\$20/day
EHM- Juvenile	\$6.00-	\$6.00/day
EHM Cell- Juvenile	\$12.00/day	
GPS- Adult	\$20.00/day	
GPS- Juvenile	\$6.00/day	
GPS- STOP	\$3.00/day	
<i>Electronic Home Monitoring & Alcohol</i>		
EHM, MEMS & SCRAM - Adult	\$20.00/day	
EHM, MEMS & SCRAM - Juvenile	\$9.00-\$14.00/day	
MEMS/GPS- Adult	\$20.00/day	
MEMS/GPS- Juvenile	\$20.00/day	\$9.00/day
<i>Miscellaneous Fees</i>		
Community Service Buyout- Juvenile	\$10.00/hour	
STS Fee	\$25.00	
Revenue Recapture Fee	\$15.00	
Pretrial Services	\$25.00	
IPPC Monitoring	\$33.00/month	
Eye Detect	\$150.00	

COUNTY ATTORNEY		
Service Fee Item	Fee	Updates:
CD's containing audio, video, or photos	\$5.00/each	
Actual Photographs	\$0.50/each	
Copies	\$0.25/page	

HEALTH and HUMAN SERVICES		
Service Fee Item	Fee	Updates:
Access to Public Data		
CD or USB containing audio, video, photos, or files	\$5.00/each	
Mailing	Actual cost	
Cost of Labor/Production	Lowest hourly rate. No charge for separating public data from	
Licensed Corporate Child and Adult Foster Care Fees		
Initial Application Fee	\$500.00	
Re-license Fee	\$500.00	
Community Residential Setting Fees		
Initial Application Fee	\$500.00	
Re-license Fee	\$500.00	
Family, Adult, and Child Foster Care Fees		
Step-parent Background Study	\$100/family, plus \$25 for each out of state residency in the last five years	
Detoxification Fee	Sliding Fee Schedule	Remove
Chemical Health Assessments	\$195.00; Funding options available to those who request and	Remove
Chemical Health Services		
Detoxification Fee	Sliding Fee Schedule	
Chemical Health Assessments	\$195.00; Funding options available to those who request and qualify.	
Mental Health Services		
Medication Management	Fees are determined using a sliding fee schedule. Medication management services are contracted through the Blue Earth County Mental Health Center. Assessment and therapy services are contracted through Counseling Services of Southern Minnesota.	
Diagnostic Assessments		
Outpatient Therapy		
Outpatient Rehabilitation Services		
Loan Closet		
Wheelchair or Knee Scooter	\$25.00	
Canes, Crutches, and Dressing Aid Equipment	\$5.00	
All Other Medical Equipment	\$10.00 per item	
Environmental Health Services		
License Administration Fee	\$10.00	New
Base Fee	\$165.00	New
Food and Beverage and Lodging		
Additional Food Service	\$173.00	New
Bed and Breakfast	\$76.00	New
Boarding Establishment	\$80.00	New
Catering	\$0.00	New
Day Care	\$401.00	New
Hotel/Motel Unit Fee	\$11.00	New
Large Establishment	\$581.00	New
Limited Food	\$87.00	New
Lodging Unit Fee	\$11.00	New
Resort Unit Fee	\$11.00	New
Medium Establishment	\$358.00	New
Small Establishment	\$143.00	New
School Food Service < 100 students	\$412.00	New
School Base Fee	\$100.00	New
Service Kitchen	\$178.00	New
Mobile Food Unit/Food Cart	\$76.00	New
Reciprocal Mobile Food Unit License	\$50.00	New
Special Event Food Service	\$50.00	New
Special Event One Day Food Service	\$20.00	New
Seasonal Permanent Food Service	\$130.00	New
Seasonal Temporary Food Service	\$80.00	New
Seasonal Food Service Variance Fee	\$30.00	New

2

Seasonal Concession No Alcohol	\$200.00	New
Seasonal Concession with Alcohol	\$241.00	New
Manufactured Home Parks		
Manufactured Home Park Base Fee	\$100.00	New
Manufactured Home Park Unit Fee	\$6.00	New
Base Fee Recreational Camp	\$100.00	New
Recreational Camping Area Unit Fee	\$6.00	New
Special Event Camping Area	\$50.00	New
Youth Camp Base Fee	\$100.00	New
Swimming Pools/Spas		
Spa Pool	\$207.00	New
Swimming Pool	\$316.00	New
Swimming Pool Base Fee	\$105.00	New
Plan Review Fees		
HACCP Plan Review Fee	\$200.00	New
Plan Review Fee Schedule:		
Limited Food	\$250.00	New
Small Establishment	\$300.00	New
Medium Establishment	\$405.00	New
Large Establishment	\$450.00	New
Additional Food Service	\$200.00	New
Menu Only	\$0.00	New
Beverage Only	\$300.00	New
Service Kitchen	\$250.00	New
Seasonal Permanent	\$250.00	New
Seasonal Temporary	\$250.00	New
Mobile Food Unit	\$350.00	New
Lodging < 25	\$338.00	New
25 - 100	\$360.00	New
> 100	\$450.00	New
School Food Service	\$405.00	New
Remodel Plan Review Fee:		
Limited Food	\$150.00	New
Small Establishment	\$200.00	New
Medium Establishment	\$315.00	New
Large Establishment	\$360.00	New
Additional Food Service	\$200.00	New
Menu Only	\$0.00	New
Beverage Only	\$200.00	New
Service Kitchen	\$150.00	New
Seasonal Permanent	\$150.00	New
Mobile Food Unit	\$250.00	New
Lodging < 25	\$225.00	New
25 - 100	\$270.00	New
> 100	\$360.00	New
School Food Service	\$315.00	New
Additional Pre-Operational Inspection Fee	\$100.00	New
Re-Inspection Fee	\$175.00	New
In-Office Hearing Fee	\$100.00	New
Late License Fee (received after January 1)	\$70.00	New
Late License Fee (received after February 1)	\$140.00	New
PROPERTY ASSESSMENT		
Service Fee Item	Fee	Updates:
Full Assessment Book	\$500.00	

PROPERTY SERVICES		
Service Fee Item	Fee	Updates:
Hearings		
(Conditional Use Permit/3 year renewals, Variance, Rezoning, Appeal)	\$450.00	
Recording Fee	\$46.00	
Structures		
Residential Dwellings and Attached Additions		
<120 sq feet	\$25.00	
121 sq feet and over	\$0.25/sq ft (\$50.00 minimum)	
Accessory Structures (detached)		
<120 sq feet	\$25.00	
121 sq feet to 1000 sq feet	\$50.00	
1001 sq feet and over	\$0.05/sq ft	
AG Animal Structures		
<120 sq feet	\$25.00	
121 sq feet to 500 sq feet	\$50.00	
501 sq feet and over	\$0.10/sq ft	
Grain Bins/Silos	\$50.00	
Feedlot Permits		
New	\$100.00	
Existing (Valid)	\$50.00	
Commercial Structures (utility cabinets, power station)	\$0.25/sq ft (\$50.00 minimum)	
Towers (cell, etc.)	\$250.00	
Renewable Energy Systems		
Micro WECS	\$50.00	
Non-Commercial WECS	\$250.00	
Commercial WECS	\$500.00	
Solar Energy Systems, Small	\$250.00	
Solar Energy Systems, Large	\$500.00	
Cannabis Microbusiness		
Initial Fee	\$0.00	New
Annual Renewal	\$1,000.00	New
All Other Cannabis Businesses		
Initial Fee	\$500.00	New
Annual Renewal	\$1,000.00	New
Temporary Cannabis Event		
Application Fee	\$375.00	New
Septic System		
Operating Permit	\$25.00/yr	
Type I-III	\$250.00	
Type IV-V	\$450.00	
Tank/Privy	\$100.00	
Signs		
On Premises	\$25.00	
Commercial and/or Off-Premises	\$50.00	
Land Alterations (including borrow pits)	\$50.00	
Platting		
Replat	\$350.00	
Platting of Existing Metes and Bounds	\$250.00	
New Subdivision Plat	\$500.00	
Wetland Permits		
Wetland Decision - Exemption or No Loss	\$50.00	

PROPERTY SERVICES (continued)		
Wetland Delineation Review		
Under 1 acre	\$100.00	
1 to 4.99 acres	\$200.00	
5 to 10 acres	\$300.00	
Greater than 10 acres	\$400.00	
Wetland Replacement Plan Review		
Under 1 acre	\$200.00	
1 to 4.99 acres	\$300.00	
5 to 10 acres	\$500.00	
Greater than 10 acres	\$700.00	
Wetland Banking Plan Review		
Under 1 acre	\$200.00	
1 to 4.99 acres	\$400.00	
5 to 10 acres	\$800.00	
Greater than 10 acres	\$1,000.00	
Annual Monitoring Report Review	\$50.00/yr.	
Wetland Certificate of Completion		
Under 1 acre	\$50.00	
1 to 4.99 acres	\$100.00	
5 to 10 acres	\$200.00	
Greater than 10 acres	\$300.00	
After-the-Fact Wetland Review	Double the Fee	
Solid Waste		
Solid Waste Facility Application	\$100.00	
Solid Waste Haulers License	\$100.00	
911 Address Signs		
Mailbox support, 911 sign and post	\$294.00-	360
Mailbox support and post		245
911 sign and post	\$187.00-	218
Other Fees		
Zoning Ordinance	\$50.00	
After-the-Fact Zoning Permit	\$250.00 or double the fee, whichever is greater	
After-the-Fact Variance/CUP	\$1,250.00	
Special Scheduled Hearing	\$1,000.00	
Large Format Scanning	\$20.00	
Burning to CD	\$10.00-	Remove
Plat Book	\$5.00	
GIS Printing Fees		
11" x 17" or smaller	\$5.00	
Large Format Printing		
Up to 24"	\$10.00	
25" to 36"	\$15.00	
Custom Print	\$15.00 + \$.50/additional inch	
GIS Digital Data		
(Data provided in ESRI Shape file format)		
Parcels:		
- Per Parcel	\$0.05 (\$5.00 min)	
- Entire County	\$500.00	
Road Centerline (Includes road ranging)	\$325.00 (entire County)	Remove
Address point Layer	\$325.00 (entire County)	Remove
Other Data Layers	\$25.00/layer	Remove
Materials		
CD	Standard charges	Remove
Postage	Standard charges	Remove
Labor Rate - Special request for custom data layers and research		
	\$50.00/hour	Add "and research"

PUBLIC SERVICES		
Service Fee Item	Fee	Updates:
License & Permit Fees		
Tobacco License	\$100.00	
Liquor License – Initial	\$2,000.00	
Liquor License - Renewal	\$1,500.00	
Sunday Liquor	\$200.00	
On-Sale 3.2 Beer	\$100.00	
Off Sale 3.2 beer	\$25.00	
On Sale 3.2 Beer 1 day event	\$25.00	
Wine License	\$100.00	
Auctioneer License	\$20.00	
Gambling Permit	\$30.00	
Gambling Permit -1 day	\$12.00	
Birth Certificates		
One Certified Copy	\$26.00	
Each Additional	\$19.00	
One Uncertified Copy	\$13.00	
Certified Birth Record Not Found	\$20.00	
Death Certificates		
One Certified Copy	\$13.00	
Each Additional	\$6.00	
One Uncertified Copy	\$13.00	
Certified Death Record Not Found	\$20.00	
Marriage License		
W/Cert of Premarital Education	\$40.00	
W/O Cert of Premarital Education	\$115.00	
Certified Copy of Marriage	\$9.00	
Marriage License Amendment	\$25.00	
Marriage License Reissue within 6 Months	\$25.00	
Duplicate License	\$25.00	
Consent for Minor	\$20.00	
Credentials	\$50.00	
Certified Marriage Record Not Found	\$20.00	
Notary		
Notary Filing	\$20.00	
Notarizing Services	\$1.00/each	\$5.00
Charge for Service		
Auditor Certificate Taxes payable	\$100.00	
Mailing Labels	\$50.00	
Delinquent Tax Reports - 1st year	\$50.00	
Delinquent Tax Reports - all years	\$100.00	
List of Taxpayers	\$100.00 - \$500.00	
Full Tax Book	\$500.00	
Escrow Parcel Listing	\$3.00/parcel	
Tax Certificate – Current	\$5.00	
Tax Certificate – Delinquent	\$5.00	
Special Assessment Certificate	\$5.00	

RECORDER		
Service Fee Item	Fee	Updates:
Abstract Department		
Recording Document	\$46.00	
Multiple Assignments and Satisfaction	\$46.00-1 st 4 numbers cited	
Well Certificate	\$50.00	
Record Plat	\$56.00	
Copy of Plat	\$10.00+\$5.00 to certify	
Record Condominium	\$56.00	
Copy of Condominium	\$10.00	
Torrens Department		
File Deed (includes new Certificate)	\$46.00	
File any other document	\$46.00	
Well Certificate	\$50.00	
File Plat	\$56.00 + \$40.00 each new certificate	
Copy of Plat	\$10.00+\$5.00 to certify	
File Condominium	\$56.00 + \$40.00 each new certificate	
Copy of Condominium	\$10.00	
File Registered Land Survey	\$56.00 + \$40.00 each new certificate	
Certified Copy of Registered land Survey	\$15.00	
Residue Certificate	\$40.00	
Exchange Certificate	\$20.00/ each old/new cert	
Additional Certificate	\$20.00	New
Condition as to Register	\$10.00	
Miscellaneous		
Misc. Copies	\$1.00/page	
Copies from large book	\$3.00/page	
Copies from book which comes apart	\$3.00/page	
Certified Copies	\$10.00	
Handling Fee	\$5.00	
Copy of Plat – Electronic PDF	\$10.00	
Research Fee/Per Parcel	\$25.00	Add "Per Parcel"
Passport Photo	\$15.00	
RecordEASE – Web Access		
Setup Fee	\$50.00	
Monthly Access Fee	\$50.00	
Each Image Viewed	\$2.00	
View Certificate of Title (Torrens)	\$3.00 per certificate	
View Tract Card	\$5.00 per tract	
View Recorded Plat	\$2.00 per plat	
Web Access Fee Occasional User	\$10.00	
Web Data Search Occasional User	\$5.00 per search	

SHERIFF		
Service Fee Item	Fee	Updates:
Jail		
Huber Daily Fee	\$20.00/day	\$25.00/day
Booking Fee	\$15.00/booking	\$25.00/booking
Medical Co-Pay	\$5.00/visit	
Prescription Co-Pay	\$5.00/RX	
Drug Test	\$25.00	
PBT Test	\$5.00	
Boarding Fee: Out-of-County Prisoners	\$75.00/day	
Civil Process		
Service of Civil Papers:		
Service within first 3 attempts (incl. mileage)	\$65.00/person	
Service with more than 3 attempts (incl. mileage)	\$85.00/person	
Not Found/Return within first 3 attempts (incl. mileage)	\$30.00/person	
Not Found/Return with more than 3 attempts (incl. mileage)	\$50.00/person	
Duplicate Return of Service	\$10.00	
Posting Sale Notice	\$65.00/location	
Sales (conduct sale and prep of Certificate)	\$100.00	
Mortgage Foreclosure Sale	\$100.00	
Cancel Foreclosure Sale (w/o 24 hr notice)	\$65.00	
Certificate of Redemption - Non-Refundable	\$250.00	
Levy & Re-Levy Services	\$65.00	
Levy	\$5.00	
Collection of Execution	6%	
Execution Unsatisfied	\$65.00	
Miscellaneous Execution	\$10.00	
Receiving Notice of Intent to Redeem	\$100.00	
Taking Bond	\$8.00	
Securing, Seizure and/or Safely Keeping Property	\$100.00/hour - 2 hour minimum	
Stand-by on Property Exchanges/Evictions	\$100.00/hour - 2-hour minimum	
Advance Fees for Seizure of Property	Discretion of Sheriff/Depending on Property to be Seized	
Services not herein enumerated	Sheriff entitled to same fees as similar duties	
Other Fees		
Photos (old Case)	\$25.00	
Photo CD/USB	\$15.00	
In Car Video	\$15.00	
Copy of telephone calls	\$15.00	
Permits to Carry	\$100.00 new	
Permit to Carry Renewal (90 days prior to exp)	\$75.00	
Permit to Carry (within 30 days of exp)	\$85.00	
Duplicate Permit to Carry/Address Change	\$10.00	
Civil Fingerprints	10/Per Card	\$10.00
Vehicle Storage	\$5.00/day	\$5.00/day \$300.00 max
Deputy Security at Lockout (1st 1/2 hr no fee)	\$65.00/hr (after 1st 1/2 hour)	
Deputy Security – (2 hr minimum)	\$100.00/hr	
Wedding Dance Security (at Johnson Hall)	\$150.00/event	



RESOLUTION FOR THE ADOPTION OF THE
2025 NICOLLET COUNTY FEE SCHEDULE



WHEREAS, pursuant to Minn. Stat. §373.41, the County Board of Commissioners may charge fees for services provided by any county office, official, department, court or employee, and

WHEREAS, the Nicollet County Department Heads have reviewed the department fees and the recommended changes were presented along with the complete proposed Fee Schedule in a public hearing on December 17, 2024, and

WHEREAS, the Nicollet County Board of Commissioners reviewed the proposed Fee Schedule and amendments.

NOW THEREFORE BE IT RESOLVED, by the Nicollet County Board of Commissioners that the 2025 Nicollet County Fee Schedule, as presented has been approved and adopted, effective January 1, 2025.

Dated this 17th day of December, 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: 2025 Elected Officials Compensation and Per Diem Resolution		
Primary Originating Division/Dept.: Administration Contact: Mandy Landkamer Title: County Administrator Amount of Time Requested 5 minutes Presenter: Mandy Landkamer Title: County Administrator	Meeting Date: 12/17/2024 Item Type: Regular Agenda (Select One) Attachments: ☒ Yes ☐ No	
County Strategy: Financial Security - prudent use of taxpayer resources (Select One)		
BACKGROUND/JUSTIFICATION: Minnesota State Statues require the County Board to establish by resolution the salary and per diem rate for elected officials for the coming year. The attached resolution includes the salaries for the Commissioners, Sheriff and County Attorney, and the per diem rate of \$70/day.		
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) December 12, 2023		
Approved by County Attorney's Office: ☐ Yes ☐ No ☒ N/A		
ACTION REQUESTED: Approval of the 2025 Elected Officials Compensation and Per Diem Resolution as presented.		
FISCAL IMPACT: Included in current budget (Select One) If "Other", specify	FUNDING County Dollars = \$ Other (Select One) Total \$	
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:		



2025 NICOLLET COUNTY ELECTED OFFICIALS
COMPENSATION AND PER DIEM RESOLUTION



WHEREAS, the Nicollet County Board of Commissioners annually establishes compensation and per diems for elected officials; and

WHEREAS, Minn. Stat. §375.055 states that the county commissioners in all counties except Hennepin and Ramsey, shall receive as compensation for services rendered by them for their respective counties, annual salaries and in addition may receive per diem payments and reimbursement for necessary expenses in performing the duties of the office as set by resolution of the county board with the salary and schedules of per diem payments not being effective until January 1 of the next year; and

WHEREAS, Minn. Stat. §387.20 and §388.18 states that the county board annually shall set by resolution the salary of the county sheriff and county attorney.

NOW THEREFORE BE IT RESOLVED, that the Nicollet County Board of Commissioners does hereby adopt the following for 2025:

1. The Nicollet County Board of Commissioners salary in 2025 will be \$40,518.40 with the chairperson of the Board receiving an additional \$1,500 annually for duties related to that position.
2. The Nicollet County Board of Commissioners and laypersons serving on county committees, which have been approved by the County Board, are approved to receive per diems in the amount of \$70.00/day.
3. The salary for the Nicollet County Attorney in 2025 is set at \$173,250.
4. The salary for the Nicollet County Sheriff in 2025 is set at \$173,250.

Dated this 17th day of December, 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:		
2025 Levy Resolution		
Primary Originating Division/Dept.: Administration	Meeting Date: 12/17/2024	
Contact: Mandy Landkamer Title: County Administrator	Item Type: Regular Agenda (Select One)	
Amount of Time Requested 5 minutes		
Presenter: Mandy Landkamer Title: County Administrator	Attachments: ☒ Yes ☐ No	
County Strategy: Financial Security - prudent use of taxpayer resources (Select One)		
BACKGROUND/JUSTIFICATION: Consideration of the attached resolution setting the 2025 Nicollet County net property tax levy at \$27,335,294 or a 3.5% increase from the 2024 net property tax levy.		
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) September 24, 2024		
Approved by County Attorney's Office: ☐ Yes ☐ No ☒ N/A		
ACTION REQUESTED: Approval of the 2025 Nicollet County Tax Levy Resolution as presented.		
FISCAL IMPACT: Included in current budget (Select One) If "Other", specify	FUNDING County Dollars = Other (Select One)	\$27,335,294 \$27,335,294
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:	Total	



**2025 NICOLLET COUNTY
PROPERTY TAX LEVY
RESOLUTION**



WHEREAS, the Nicollet County Board of Commissioners annually adopts a budget; and

WHEREAS, property tax revenues are needed to balance said budget; and

WHEREAS, the 2025 Nicollet County budget was prepared with input from all department heads and Nicollet County Board members; and

WHEREAS, on September 24, 2024, the County Board set the 2025 preliminary tax levy of \$27,335,294 which is a 3.5% increase of the 2024 property tax levy; and

WHEREAS, a budget meeting was held on December 5, 2024, to take public comment on the proposed 2025 budget and tax levy.

NOW THEREFORE BE IT RESOLVED, that on December 17, 2024, the Nicollet County Board hereby approves the 2025 net property tax levy for Nicollet County, as follows:

Revenue Fund:	
Administrative Services	\$3,398,422
Property & Public Services	\$2,981,034
Criminal Justice Services	\$8,986,131
Economic Development/Service Appropriations	\$270,358
Special Levy: HRA	\$0
Special Levy: Library	\$120,088
Total Revenue Fund	\$15,756,033
Road & Bridge Fund	\$2,611,643
Health & Human Services Fund	\$6,866,816
Building Fund	\$1,000,000
Bonded Debt Fund	\$1,100,802
TOTAL	\$27,335,294



Dated this 17th day of December, 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:		
2025 Budget Resolution		
Primary Originating Division/Dept.: Administration	Meeting Date: 12/17/2024	
Contact: Mandy Landkamer Title: County Administrator	Item Type: Regular Agenda (Select One)	
Amount of Time Requested 5 minutes		
Presenter: Mandy Landkamer Title: County Administrator	Attachments: ☒ Yes ☐ No	
County Strategy: Financial Security - prudent use of taxpayer resources (Select One)		
BACKGROUND/JUSTIFICATION: Consideration of the attached resolution setting the 2025 Nicollet County budget at \$57,352,173.		
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) December 12, 2023		
Approved by County Attorney's Office: ☐ Yes ☐ No ☒ N/A		
ACTION REQUESTED: Approval of the 2025 Nicollet County Budget Resolution as presented.		
FISCAL IMPACT: Included in current budget (Select One) If "Other", specify	FUNDING County Dollars = Other (Select One) Total	\$27,335,294 \$30,016,879 \$57,352,173
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:		



2025 NICOLLET COUNTY BUDGET RESOLUTION

WHEREAS, the Nicollet County Board annually adopts a budget; and

WHEREAS, the 2025 Nicollet County budget was prepared with input from all department heads and Nicollet County Board members; and

WHEREAS, a budget meeting was held on December 5, 2024, to take public comment on the proposed 2025 budget and tax levy.

NOW THEREFORE BE IT RESOLVED, that on December 17, 2024, the Nicollet County Board hereby approves the 2025 budget in the amount of \$57,352,173.

REVENUES		
Tax Levy-Property		27,335,294
Tax Levy-(County Program Aid)		2,535,397
Taxes-Delinquent & Misc		184,000
Taxes-Wheelage & Add'l Sales Tax		2,570,000
Special Assessment-(Recycling)		300,000
Licenses and Permits		87,037
Intergovernmental		
Federal		6,013,020
State		10,823,798
Other		800,017
Charges for Services		2,906,440
Fines and forfeits		16,000
Interest and Investments		401,400
Gifts and Donations		2,500
Miscellaneous		595,640
OTHER SOURCES		
Budgeted Use of Unrestricted Fund Balance		1,970,000
Budgeted Use of Restricted Fund Balance		511,630
Budgeted Use of Committed Fund Balance		300,000
TOTAL REVENUES		
AND OTHER SOURCES		57,352,173
EXPENDITURES		
General Public		14,690,138
Public Safety		9,317,698
Highway And Streets		12,141,223
Sanitation		317,800
Health & Human Services		17,687,477
Culture and Recreation		132,114
Conservation/Natural Resources		710,729
GO Debt Service		1,048,430

	Transit		17,266
	Economic Developme		116,838
	Housing Redevelopment Authority		0
	Intergovernment-Regional Library		120,088
	OTHER SOURCES:		
	Designated Future Funds-Debt Services		52,372
	Designated Future Funds-General Government		0
	Designated Future Funds-Building Fund		1,000,000
	Designated Future Funds-Health Insurance		0
	TOTAL EXPENDITURES		
	AND OTHER SOURCES		57,352,173

Dated this 17th day of December, 2024

Terry Morrow, Chair
Nicollet County Board of Commissioners

ATTEST:

Mandy Landkamer
County Administrator/Clerk to the Board

Nicollet County Board of Commissioners

Board Meeting Agenda Item



Agenda Item: Consider Warranty Agreement for Project SAP 052-615-025		
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: 12/17/2024 Item Type: Regular Agenda (Select One) Attachments: ☒ Yes ☐ No	
County Strategy: Facilities and Space - preserve, maintain and build our assets (Select One)		
BACKGROUND/JUSTIFICATION: During concrete paving operations county inspectors discovered that PCi (subcontractor to Mathiowetz Construction Co.) had inadvertently incorporated mud/clay balls into the concrete paving aggregates which then were incorporated into the concrete pavement from approximately TH 111 to 4.3 miles to the east. In consideration of PCi entering into the attached warranty agreement the County will not direct PCi to immediately remove and replace this unacceptable work. Noteworthy provisions within the warranty agreement are as follows: warranty agreement is between the County and PCi; warranty agreement in effect through October 1, 2027; during warranty period PCi to fix all concrete pavement defects caused by the clay/mud balls; PCi to post \$1,000,000 warranty bond; and Mathiowetz Construction to be paid the concrete pavement quantity and any concrete paving/smoothness incentives that are currently being retained until this agreement is fully executed. Adoption of this warranty agreement by both the County and PCi will also allow the County in the future (anticipating sometime in 2025) to close out the SAP 052-615-025 construction contract with Mathiowetz Construction Co when all project requirements and obligations are met by Mathiowetz Construction Co.		
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 warranty agreement for SAP 052-615-025 and authorize Board Chair and County Administrator to sign the agreement.		
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:	

CONSTRUCTION EXTENDED WARRANTY AGREEMENT

This EXTENDED WARRANTY AGREEMENT (“Warranty Agreement”) by and between PCiRoads, LLC (“PCi” or the “Contractor”) and the County of Nicollet (“County”), is effective on the day it is fully executed. PCi and County are individually referred to as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, County and Mathiowetz Construction Company entered into a contract for the performance of the CSAH 15 Reconstruction Project, State Aid Project Number 052-615-025, located between TH 111 and CR 51; and

WHEREAS, the Mathiowetz Construction Company subcontracted portions of the project to PCi; and

WHEREAS, primary purposes for the Project were to reconstruct CSAH 15 to current County and State Aid standards over an approximate length of 10.8 miles, including the addition of turn lanes, intersection lighting, new pavement, and the widening of the thru lanes and shoulders on CSAH 15; and

WHEREAS, the CSAH 15 new pavement surface included the placement of concrete pavement; and

WHEREAS, during construction, County staff observed clay and mud balls in the concrete aggregate stockpiles at the concrete plant site and within the surface of the newly placed concrete pavement from STA 100+15 to STA 331+00, and determined that the concrete aggregates and pavement did not meet contract requirements; and

WHEREAS, County has identified some areas of the concrete pavement as unacceptable work under MnDOT Standard Specification 1512 of the MnDOT Standard Specifications for Construction 2020 Edition, Volume 1, but in consideration of Contractor entering into this Warranty Agreement, County will not direct the Contractor to immediately remove and replace the unacceptable work.

NOW, THEREFORE BE IT RESOLVED, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to enter into this Warranty Agreement for the benefit of County as set forth below.

1. **Incorporation of Recitals.**

The Parties stipulate and agree that the recitals set forth above are true and correct and incorporated herein by reference.

2. **Warranty.**

a. This Warranty Agreement applies to concrete pavement placed on the thru lanes, shoulders, turn lanes, and intersections from STA 100+15 to STA 331+00.

b. The Warranty Agreement shall be in effect from the date of substantial completion through October 1, 2027 (“Warranty Period”).

c. The Contractor hereby warrants that the concrete pavement covered by this Warranty Agreement will be free of Defective Pavement during the Warranty Period. The County defines “Defective Pavement” as visual surface defects (e.g. spalling, cracking, delamination) caused by the mud/clay balls within the concrete pavement. “Delamination and Spalling” is defined as concrete that emits a relatively dead or hollow sound when a chain is dragged over its surface (“Chaining”) or its surface is tapped with a metal tool. The County Engineer has sole authority to determine the limits of Defective Pavement. As used in this Agreement, the term “Defective Pavement” excludes pavement that is or becomes defective due to a “force majeure event”. A “force majeure event” is an unforeseeable cause beyond the control of and without the fault or negligence of the Contractor, including acts of God such as explosion, fire, flood, earthquake, tornado, other cataclysmic phenomenon of nature, or acts of the public enemy.

d. “Warranty Work” is defined as all work performed to repair Defective Pavement. All Defective Pavement, whether resulting from the original construction or from Warranty Work, will be repaired or replaced by the Contractor at the direction of the County Engineer, in accordance with the terms below and the current edition of MnDOT Concrete Pavement Rehabilitation Standards, which are in effect on the date this agreement takes effect.

3. Evaluation

a. Under the direction of the County Engineer:

- i. After May 1st of each calendar year during the Warranty Period, but with sufficient lead time to perform any required Warranty Work by October 1st of that year, County will, at no expense to the Contractor, conduct an evaluation of the concrete pavement (“Evaluation”). The evaluation will consist of visual observation of the concrete pavement to identify Defective Pavement.
- ii. County may perform additional Pavement Evaluations and other testing for Defective Pavement at its discretion. Information from the additional Pavement Evaluations and other testing will be made available to Contractor upon request.
- iii. County agrees to contact the Contractor before all Pavement Evaluations and other testing for Defective Pavement are performed. The Contractor is welcome to attend and witness all Pavement Evaluations and testing.
- iv. Contractor may perform its own Evaluation of the concrete pavement at no expense to the County. Contractor will provide at least 14 days advance notice to County before performing this Evaluation.
- v. Using information from the Pavement Evaluations and other testing, the County Engineer has exclusive authority to determine the limits of any Defective Pavement and if Warranty Work is necessary. The reason or cause for the existence of any Defective Pavement will not be considered in making any determinations, except for a “force majeure event” as provided in Article 2 (c).

Contractor agrees that the reason or cause for the existence of any Defective Pavement will not be a defense to its obligations under this Warranty Agreement to repair Defective Pavement, except for a “force majeure event” as provided in Article 2 (c).

4. Action Plan

a. On each occasion that the County Engineer determines Warranty Work is required; Contractor within 14 days will prepare and submit to County a plan (“Action Plan”) that:

- i) Describes the limits of areas requiring Warranty work to be performed by Contractor (“Action Plan”); and
- ii) Establishes a proposed start date and completion date for the Warranty Work; and
- iii) Indicates planned lane closures anticipated lane closure times, and/or traffic detours.

b. Within 14 days of receiving an Action Plan, the County Engineer will approve or revise the Action Plan. The County’s revisions become part of the Action Plan.

5. Contractor’s Performance of Warranty Work; Inspections.

a. Under the direction of County, Contractor will, at no cost or expense to County, promptly perform required Warranty Work as identified in the Action Plan.

b. Contractor will perform the Warranty Work in accordance with the MnDOT Standard Specifications, the MnDOT Concrete Pavement Rehabilitation Standards in effect at the time this Agreement takes effect, and the Action Plan.

c. County will inspect the Warranty Work performed by Contractor, at no cost to Contractor, for the purpose of determining compliance with the requirements stated in paragraph (b). Contractor is responsible, at its own expense, for quality control activities.

d. Contractor will be responsible, at its own expense, for internal signing, traffic control, detours, and protection of the Warranty Work in accordance with the most current edition of MnDOT’s “Temporary Traffic Control Zone Layouts – Field Manual”.

6. Elective/Preventative Maintenance

a. Contractor, at its sole discretion, may offer to perform elective/preventative maintenance. Contractor shall submit to County plans and specifications for any elective/preventative maintenance the Contractor proposes to perform. Contractor may not commence any proposed elective/preventative maintenance measures without advance written approval from County.

7. Enforcement of Warranty Agreement.

a. PCi will provide a performance/warranty bond in the amount of at least \$1,000,000 to ensure the performance of the Warranty Work. The bond must be effective throughout the duration of the Warranty Agreement.

b. If PCi fails to perform required Warranty Work, County may, at County's discretion, perform the work, or have another contractor or PCi perform the work pursuant to a competitive, low-bid procurement. County may charge the costs of the Warranty Work to PCi. PCi will promptly pay the costs to County, and if PCi fails to make prompt payment, County may withhold the money from any other contract between County and PCi and/or collect the costs from the warranty bond.

8. Emergency Repair.

If County determines that emergency repairs of the concrete pavement are necessary for public safety, County may direct PCi to perform the work at its own cost, and PCi will perform the work as directed. Alternatively, at County's discretion, County may perform or have another contractor perform the work. Before emergency repairs, County will document the basis for the emergency action, and will take reasonable steps to preserve evidence, such as photographs or video, of the defective condition. Emergency repairs that are Warranty Work (Contractor's responsibility) will be charged to the Contractor. The Contractor will promptly pay the costs to County, and if the Contractor fails to make prompt payment, County may withhold the money from any other contract between the County and the Contractor and/or collect the costs from the warranty bond.

9. Assignments.

No assignment by Contractor of its rights or obligations under this Warranty Agreement, either in whole or in part, is valid and effective without the express written approval of County. County may assign its rights and obligations under this Warranty Agreement without the approval of Contractor.

10. Dispute Resolution

In the event there is a dispute between the parties with regard to the results of any Pavement Evaluations, testing, or proposed Action Plans for completion of Warranty Work, the parties agree to engage the services of a mutually agreeable third-party neutral with knowledge and experience in the industry. Each party shall bear its own costs for such services. The third-party neutral shall be authorized to make independent evaluations and surveys of alleged areas of Defective Pavement, and make recommendations for what Warranty Work, if any, may be required, based upon such independent evaluations. The neutral's recommendations shall not be binding on the parties, but the parties shall in good faith consider the neutral's recommendations in formulating any Action Plan. County, through its County Engineer, reserves the ultimate authority with regard to the performance of Warranty Work and satisfactory compliance with MnDOT Standard Specifications as required by Article 5 above.

11. Termination of Extended Warranty by Mutual Agreement.

a. This Warranty Agreement may be terminated at any time by the mutual agreement of the County and Contractor.

b. If this Warranty Agreement is terminated by mutual agreement, County will provide Contractor with a document that memorializes and states the effective date of the termination.

12. Payment of Certain Contract Retainage.

Upon full execution of this Warranty Agreement, and based on County's acceptance of the Contractor's agreements in this Warranty Agreement, County will include on future pay estimates to Mathiowetz Construction Company any unpaid contract pay items from STA 100+15 to STA 331+00 which includes 2301.504 CONCRETE PAVEMENT 7.0" (SY), any earned concrete pavement incentives, and any earned pavement smoothness incentives as items retained on the Contract for defective concrete pavement.

13. Expiration.

Contractor will not bear any responsibility for Defective Pavement discovered after expiration of the Warranty Period.

PCi Roads, LLC

By: _____

Title: _____

Date: _____

NICOLLET COUNTY

By: _____

Title: County Board Chair

Date: _____

By: _____

Title: County Administrator

Date: _____

NICOLLET
COUNTY EST. 1853

Agenda Item: AgBMP Low Interest Loan Project - Septic Lien		
Primary Originating Division/Dept.: Property Services		Meeting Date: 12/17/2024
Contact: Jaci Kopet	Title: PPSD Director	Item Type: (Select One) Regular Agenda
Amount of Time Requested: 5 minutes		
Presenter: Jaci Kopet		Title: PPSD Director
		Attachments: ☒ Yes ☐ No
County Strategy: (Select One) Programs and Services - deliver value-added quality services		
BACKGROUND/JUSTIFICATION: Attached is a resolution for your consideration that would add special assessments to multiple parcels for those utilizing the AgBMP Loan Program for septic funding. The specific parcels, amounts, and terms of the assessments are listed on the resolution. Special assessment will be applied to the property taxes beginning in 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 of the resolution.		
FISCAL IMPACT: Other (Select One) If "Other", specify:		FUNDING County Dollars = State (Select One)
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease," specify: Related Financial/FTE Comments:		Total:



**RESOLUTION
OF THE NICOLLET COUNTY BOARD OF COMMISSIONERS
REGARDING AGBMP LOAN PROGRAM LIENS**

WHEREAS, Nicollet County has agreed to execute a program whereby the Minnesota Department of Agriculture AgBMP Loan Program funds are made available to residents of Nicollet County with the loan amount being repaid to the County through the attachment of a lien on the property benefiting, and;

WHEREAS, certain loans have been finalized and the liens have been processed to be assigned to the properties.

NOW, THEREFORE BE IT RESOLVED that the Nicollet County Board of Commissioners do hereby authorize the placement of liens on the properties listed below:

AgBMP LIEN ATTACHMENT #13

PARCEL #	ACTUAL COST	LIEN DATE	REPAYMENT TERM	INTEREST RATE
13.006.0400	\$19,900.00	5/22/2024	10 years	3%
07.017.0700	\$23,237.00	6/10/2024	10 years	3%

Dated this 17th day of December, 2024

Terry Morrow, Board 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: December 16, 2024 Planning and Zoning Advisory Meeting: Cannabis Ordinance Public Hearing		
Primary Originating Division/Dept.: PPSD- Property Services		Meeting Date: 12/17/2024
Contact: John Zehnder	Title: Zoning Specialist	Item Type: Regular Agenda (Select One)
Amount of Time Requested: 10 minutes		
Presenter: John Zehnder		Title: Zoning Specialist
		Attachments: ☒ Yes ☐ No
County Strategy: (Select One) Programs and Services - deliver value-added quality services		
BACKGROUND/JUSTIFICATION: Public hearing for consideration of the attached proposed Nicollet County Cannabis Ordinance.		
Supporting Documents: ☒ Attached ☐ In Signature Folder ☐ None		
Prior Board Action Taken on this Agenda Item: ☐ Yes ☒ No		
If "yes", when? (provide year; mm/dd/yy if known)		
Approved by County Attorney's Office: ☒ Yes ☐ No ☐ N/A		
ACTION REQUESTED: Adoption of the proposed Cannabis Ordinance and approval of resolution adopting the Cannabis Ordinance with an effective date of January 1, 2025.		
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:



Cannabis Ordinance

NICOLLET COUNTY PLANNING & ZONING ADVISORY COMMISSION

SUBJECT	Cannabis Ordinance
APPLICANT	Nicollet County
HEARING DATE	12/16/2024
COUNTY BOARD DATE	12/17/2024

REQUEST

Nicollet County is requesting a review of its proposed Cannabis Ordinance.

ORDINANCE

Nicollet County Zoning Ordinance 606 defines standards for the Highway Business District, and Nicollet County Zoning Ordinance 608 defines standards for the Limited Industry District. Any local cannabis regulations must conform with Minnesota State Statutes Chapter 342.

BACKGROUND

The Minnesota State Legislature legalized cannabis in 2023. Chapter 342, with amendments in 2024, regulates the cannabis trade within the state. It grants Nicollet County the ability to:

1. Perform registration retail cannabis businesses
2. Regulate zoning regarding cannabis within state guidelines
3. Regulate the use of cannabis in public spaces

A proposed ordinance carrying out these functions received review and discussion from the Nicollet County Board of Commissioners at their work session on November 19, 2024. Subsequently at the November 26th County Board meeting, the commissioners set Tuesday, December 17th at 10:00 am as the final review date. However, before receiving final review and approval from the Board, it must also undergo review from the Nicollet County Planning and Zoning Advisory Commission.

At tonight's meeting, the Planning and Zoning Advisory Commission will only review the parts of the ordinance that pertain to zoning issues.

ZONING DISTRICTS

Chapter 342 grants Nicollet County the ability to select the zoning districts that will allow cannabis-related businesses. State statute prohibits the county from entirely excluding these businesses. They include:

- Retail businesses
- Transportation and delivery of cannabis products
- The cultivation of cannabis
- Manufacturing, processing, and testing of cannabis products
- Manufacturing, processing, and testing of lower potency hemp products
- Wholesale operations for cannabis products

The proposed ordinance would permit these uses within two of Nicollet County's Zoning Districts:

- Highway Business (B-1)
- Limited Industry (I-1)

Sites in these districts are more likely to include access to the utility connections and transportation infrastructure needed to support cannabis-related businesses.

SETBACKS

State statute allows the county to set certain buffers around cannabis-related businesses. The proposed ordinance would enact the following setbacks:

- 1,000 feet from a School.
- 500 feet from a Daycare.
- 500 feet from a Residential Treatment Facility.
- 500 feet of an attraction within a public park that is regularly used by minors, including a playground or athletic field.
- 500 feet from a public library.
- 500 feet from a Church.
- 500 feet from a Dwelling.



Cannabis Ordinance

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NICOLLET COUNTY CANNABIS ORDINANCE

Section 1 Statutory Authorization and Purpose

The purpose of this ordinance is to implement the provisions of Minnesota Statutes, chapter 342, which authorizes Nicollet County to protect the public health, safety welfare of Nicollet County (hereinafter “Nicollet County” or “county”) residents by regulating cannabis businesses with the legal boundaries of Nicollet County. In adopting this ordinance, Nicollet County considered the following:

1. Based on the most reliable and up-to-date scientific evidence, Nicollet County finds that the rapid introduction of newly legalized edible cannabinoid products and cannabis products presents a significant potential threat to the public health, safety, and welfare of the residents of Nicollet County, and particularly to youth.
2. Nicollet County has the opportunity to be proactive and make decisions that will mitigate this threat and reduce exposure of young people to the products and to the marketing of these products.
3. The United States Surgeon General has issued an advisory to alert the public to the known and potential harms to developing brains, posed by the increasing availability of highly potent marijuana in multiple, concentrated forms.ⁱ
4. The National Academies of Sciences, Engineering and Medicine note that the growing acceptance, accessibility, and use of cannabis and its derivatives have raised important public health concerns, while the lack of aggregated knowledge of cannabis-related health effects has led to uncertainty about the impact of its use.ⁱⁱ
5. 43.6 million Americans ages 12 and older reported using cannabis in the past 30 days, 61.8 million reported use in the past year.ⁱⁱⁱ
6. 90 percent of adult cannabis users in the United States said their primary use was recreational; and between 2002 and 2023, the percentage of past-month cannabis users in the U.S. population ages 12 and older increased steadily from 6.2 percent to 15.4 percent.^{iv}
7. Research has found cannabis use during adolescence, especially of products high in tetrahydrocannabinol (THC), or heavy use, is associated with suicide attempts,^v high school dropout,^{vi} higher likelihood of use of other illicit drugs and experiencing mental health impairment.^{vii}
8. Minnesota has recognized the danger of cannabis use among youth by prohibiting the sale of lower potency hemp edibles and cannabis to those under age 31 and by requiring

that edibles be packaged so as not to appeal to underage persons and in child-restraint containers.

9. By enacting 2024 Session Law Chapter 121, the Minnesota Legislature amended Minn. Stat. § 342 to permit the personal use, possession, and transportation of cannabis by those 21 years of age and older, and allow licensed businesses to conduct cultivation, manufacturing, transport, delivery, and sale of cannabis and cannabis products.
10. Minn. Stat. § 342 does not prohibit counties or municipalities from adopting and enforcing local ordinances intended to regulate the persons or businesses who sell cannabinoid products. Said local regulations and ordinances include but are not limited to local zoning and land use regulations, public health and safety regulations, and business license requirements.
11. Nicollet County finds that a local regulatory system for cannabis retailers is appropriate to ensure that retailers comply with the cannabis laws and business standards of Nicollet County to protect the health, safety, and welfare of our youth and most vulnerable residents.
12. Nicollet County has the opportunity to be proactive and make decisions that improve compliance among cannabis retailers with laws prohibiting the sale or marketing of cannabis products to underage persons.
13. Nicollet County has a substantial interest in promoting compliance with state and local laws intended to regulate cannabis sales and use, and in promoting compliance with laws prohibiting sales of cannabis and cannabis products to underage persons.
14. The regulatory system imposed by the enacting of this ordinance will not unduly burden legitimate business activities of retailers or individuals who sell or distribute cannabis products to adults.
15. In making these findings and enacting this ordinance, it is the intent of the Nicollet County Commissioners to ensure responsible cannabis retailing, allow legal sale and access to cannabis, discourage violations of cannabis related laws, especially those which prohibit or discourage the marketing, sale, or distribution cannabis products to youth under the age of 21.

102 Authority & Jurisdiction

1. Nicollet County has the authority to adopt this ordinance pursuant to:
 - A. **Authority.** The Nicollet County Board of Commissioners is authorized to adopt this ordinance by Minnesota Statutes sections 144.417, subd. 4(a), 145A.04, 145A.05,

152.0263, subd. 5, Chapter 342, and Chapter 375, and any other applicable state law, as may be adopted or amended from time to time.

- B. **Jurisdiction.** Unless otherwise provided by law, this ordinance shall apply to all areas in Nicollet County, Minnesota, except areas within the incorporated limits of any city, however organized, and all townships which have entered into an agreement authorizing Nicollet County to administer and enforce this ordinance within their jurisdiction. For Nicollet County jurisdictions that have entered into the Joint Powers Agreement with Nicollet County for the Enforcement and Regulation of Cannabis, Nicollet County will be the registration authority for those jurisdictions.
- C. Nothing in this ordinance shall prevent cities and townships within Nicollet County from adopting stricter regulations to protect people from public health and public safety harms of the retail sale of cannabis and lower-potency hemp edibles.

103 Severability

If any section or provision of this ordinance is held invalid, such invalidity will not affect other sections or provisions that can be given full force and effect without the invalidated section or provision.

104 Enforcement

1. The Nicollet County Property & Public Services Department is responsible for the administration and enforcement of this ordinance (except for compliance checks by the Nicollet County Sheriff's Office under Section 307).
2. Any violation of its provisions or failure to comply with any of its requirements constitutes a misdemeanor and is punishable as defined by Minnesota law and Section 8 of the Nicollet County Zoning Ordinance.
3. Violations can occur regardless of whether or not a permit is required for a regulated activity listed in this ordinance.
4. Unless otherwise provided, each act of violation and every day on which such violation continues shall constitute a separate offense.
5. Nothing in this ordinance prohibits the County from seeking prosecution for an alleged violation.
6. Public Nuisance Declared. Any violation of this ordinance and/or state law are hereby declared to constitute public nuisances.

7. In the event of a violation of threatened violation of this ordinance, the county, in addition to other remedies, may initiate civil court actions or civil administrative proceedings to prevent, restrain, or abate such violations or threatened violations. It shall be the duty of the County Attorney to review evidence of such violations, or threatened violations, and take action as may be warranted and necessary.

Section 2 Definitions

Unless otherwise noted in this section, words and phrases contained in Minn. Stat. § 342.01, as amended from time to time, and the rules promulgated pursuant to any of these acts, shall have the same meanings in this ordinance.

1. **Advertisement.** Any written or oral statement, illustration, or depiction that is intended to promote sales of approved products or sales at a certain cannabis business or hemp business and includes any newspaper, radio, internet and electronic media, or television promotion; the distribution of fliers and circulars; and the display of window and interior signs in a cannabis business. “Advertisement” does not include a fixed outdoor sign that meets the requirements in Minn. Stat. § 342.64, subd. 2(b) as amended from time to time.
2. **Approved Products.** Any cannabis plants, cannabis flower, cannabis products, artificially derived cannabinoids, and lower-potency hemp edibles that are a product category approved by the Office of Cannabis Management and that comply with Chapter 342 and rules adopted pursuant to Chapter 342 regarding the testing, packaging, and labeling of cannabis plants, cannabis flower, cannabis products, artificially derived cannabinoids, and lower-potency hemp edibles. “Approved products” does not include medical cannabinoid products, as defined in Minn. Stat. § 342, as may be amended from time to time.
3. **Attractive to Underage Persons.** Products that are attractive to individuals under age 21 as described in Minn. Stat. § 342.06(d), as amended from time to time.
4. **Cannabis Cultivation.** A cannabis business licensed to grow cannabis plants within the approved amount of space from seed or immature plant to mature plant, harvest cannabis flower from mature plant, package and label immature plants and seedlings and cannabis flower for sale to other cannabis businesses, transport cannabis flower to a cannabis manufacturer, and perform other actions approved by the Office of Cannabis Management.
5. **Cannabinoid Product.** A cannabinoid product means a cannabis product, a hemp-derived consumer product, or a lower-potency edible.
6. **Cannabis Business.** as defined by Minn. Stat. § 342.01, subd. 14, as amended from time to time.
7. **Cannabis Manufacturer.** A location in which cannabis flower or plants, cannabis concentrate, artificially derived cannabinoid, hemp plant part, or hemp concentrate is prepared into useable consumer products, or products intended for further processing.

8. **Compliance Checks.** The system the county uses to investigate and ensure that those retail establishments authorized to sell approved products and medical cannabinoid products are following and complying with age verification requirements and the requirements of this ordinance. Compliance checks may also be conducted by the county or other units of government for educational, research, and training purposes or for investigating or enforcing state or local laws and regulations relating to approved products.
9. **Child Restraint.** Packaging that meets the poison prevention packaging standards in Code of Federal Regulations, title 16, section 1700.15, as may be amended from time to time.
10. **Church.** a building, together with its accessory buildings and uses, where persons regularly assemble for religious worship and which building, together with its accessory buildings and uses, is maintained and controlled by a religious body organized to sustain public worship.
11. **Daycare.** As defined by Minn. R. 9502.0315, as may be amended from time to time.
12. **Delivery Sale.** The sale of any approved products and medical cannabinoid products to any persons for personal consumption and not for resale when the sale is conducted by any means other than as in-person, over-the-counter sales transaction in a registered retail establishment. Delivery sale includes but is not limited to the sale of any approved product when the sale is conducted by telephone, other voice transmission, mail, the internet, or app-based service. Delivery sale includes delivery by registered retail establishments or third parties by any means, including curbside pickup.
13. **Dwelling.** A residential building or portion thereof intended for occupancy by a single family, but not including hotels, motels, boarding or rooming houses or tourist homes.
14. **Flavored product.** Any cannabis flower, cannabis product, hemp-derived consumer product, or medical cannabinoid product intended to be inhaled as smoke, aerosol, or vapor from the product that: (1) contains any added artificial, synthetic, or natural flavoring, either in the product itself or in its components or parts; (2) presents any descriptor or depiction of flavor that would imply to any ordinary person that the product contains flavors other than the natural taste or smell of cannabis; (3) imparts a taste or smell, other than the taste or smell of cannabis, that is distinguishable by an ordinary consumer prior to or during the consumption of the product; (4) imparts a cooling, a burning, a numbing, or another sensation distinguishable by an ordinary consumer to impart a flavor other than cannabis either prior to or during the consumption of the product.

15. **Lower-potency Hemp Edible.** As defined by Minn. Stat. § 342.01 subd. 50, as amended from time to time.
16. **Lower-Potency Hemp Retailer.** Any place of business with a license or endorsement to sell lower-potency hemp edible products to the public from the Office of Cannabis Management and that has a lower-potency hemp edible retail registration from the county.
17. **Medical Cannabinoid Product.** “Medical cannabinoid product” as defined in Minn. Stat. § 342.01, subd. 52, as amended from time to time.
18. **Medical Cannabis Combination Business.** “Medical cannabis combination business” as described in Minn. Stat. § 342.515, as amended from time to time.
19. **Moveable Place of Business.** Any form of business that is operated out of a kiosk, truck, van, automobile or other type of vehicle or transportable shelter and that is not a fixed address or other permanent type of structure licensed for over-the-counter sales transactions.
20. **Office of Cannabis Management.** Minnesota Office of Cannabis Management, referred to as “OCM” in this ordinance.
21. **Pharmacy.** A place of business at which prescription drugs are prepared, compounded, or dispensed by or under the supervision of a pharmacist and from which related clinical pharmacy services are delivered.
22. **Place of Public Accommodation.** A business, accommodation, refreshment, entertainment, recreation, or transportation facility of any kind, whether licensed or not, whose goods, services, facilities, privileges, advantages or accommodations are extended, offered, sold, or otherwise made available to the public.
23. **Preliminary License Approval.** OCM pre-approval for a cannabis business license for applicants who qualify under Minn. Stat. § 342.17, as amended from time to time.
24. **Public Place.** A public park or trail, public street or sidewalk; any enclosed, indoor area used by the general public, including, but not limited to, restaurants; bars; any other food or liquor establishment; hospitals; nursing homes; auditoriums; arenas; gyms; meeting rooms; common areas of rental apartment buildings, and other places of public accommodation.
25. **Public Library.** As defined by Minn. Stat. § 134.001, subd. 2, as amended from time to time.

26. **Registered Retail Establishment.** Refers to registered cannabis retail businesses, medical cannabis combination businesses with retail sales, and lower-potency hemp edible retailers.
27. **Retail Establishment.** Any place of business where products are available for sale to the general public. “Retail establishment” includes, but is not limited to, grocery stores, tobacco product shops, convenience stores, liquor stores, gasoline service stations, bars, and restaurants.

Residential Treatment Facility. As defined by Minn. Stat. § 245.462 subd. 23, as amended from time to time.

28. **Sale.** Any transfer of goods for money, trade, barter, or other consideration.
29. **Sample.** Refers to any approved products or medical cannabinoid products that are offered free of charge or for sale at a nominal cost.
30. **Self-Service Display.** The open display of approved products or medical cannabinoid products in a retail establishment in any manner where any person has access to the products without the assistance or intervention of the registered retail establishment or its employees and where a physical exchange of the products from the registered retail establishment or its employees are not required to access the products.
31. **School.** A public school as defined by Minn. Stat. § 120A.05, as amended from time to time, or a nonpublic school that must meet the reporting requirements under Minn. Stat. § 120A.24, as amended from time to time.
32. **Smoking.** Inhaling, exhaling, burning, or carrying any lighted or hearted cigar, cigarette, or pipe, or any other lighted or heated product containing, made, or derived from nicotine, tobacco, cannabis, or other substance, whether natural or synthetic, that is intended for inhalation. Smoking also includes the use of traditional, or sacred, tobacco used by any American Indian, Indigenous, and Alaska Native communities for spiritual and medicinal purposes.
33. **State License.** An approved license issued by the State of Minnesota’s Office of Cannabis Management to a cannabis retail business.
34. **Temporary cannabis event.** Events described in Minn. Stat. § 342.39 and Minn. Stat. § 342.40, as amended from time to time, held by an individual or business with a cannabis event organizer license granted by the Office of Cannabis Management, with approval from the local authority.

35. **True Party of Interest.** Any party with ownership or control over the business, as defined in Minn. Stat. § 342.185, subd. 1(g), as amended from time to time.
36. **Vending Machine.** Any mechanical, electric or electronic, or other type of device that dispenses products upon payment by any form by the person seeking to purchase the product.

Section 3 Registration and Operations of Registered Retailers

301 License, Registration, and Application Requirements

1. **License required.** No person shall sell or offer to sell any approved product or medical cannabinoid product without first having obtained a license or retail endorsement to do so from the Office of Cannabis Management.
2. **Registration required.** No person shall sell or offer to sell any approved product or medical cannabinoid product without first being granted a registration by the county. Operating a retail establishment without a valid retail registration is a violation of this ordinance and of Minn. Stat. § 342.22, subd. 5(e), as amended from time to time, and is subject to a civil penalty of up to \$2,000 per violation.

302 Registration & Application Procedure

1. **Application.** An application for a registration to sell approved products and medical cannabinoid products must be made on a form provided by the county. The application must contain the following:
 - A. The full name of the applicant and any true parties of interest;
 - B. The applicant's and the true parties' residential and business addresses and telephone numbers;
 - C. The address and parcel ID for the property for which the retail registration is sought;
 - D. The name of the business for which the registration is sought;
 - E. Certification that the applicant complies with all of the requirements of local ordinances established pursuant to Minn. Stat. § 342.13, as amended from time to time;
 - F. The registration fee as required in Section 304;
 - G. A copy of a valid state license or written notice of OCM license approval; and
 - H. Any additional information the county deems necessary.
2. **Application review.** The county shall review applications in the order in which they are received. The county shall review the application for conformance with this ordinance

and all applicable state and local rules, including, but not limited to, compliance with local zoning code, building code, and fire code.

3. **Notice of complete application.** The county shall review the applications for completeness. Once the application is considered complete, county administration staff shall inform the applicant and process the fee. The registration fee shall be non-refundable once the application is processed.
4. **Application approval.** The county may approve or deny the application for a registration, or it may delay action for a reasonable period of time to complete any investigation of the application or the applicant deemed necessary. If the county approves the application, the county will issue the registration to the applicant. If the county denies the application, notice of the denial will be given to the applicant along with notice of the applicant's right to appeal the decision.
5. **Application denial.** The application shall be denied if any of the following circumstances are true:
 - A. The application shall not be approved if the cannabis retail business would exceed the maximum number of registered cannabis retail businesses permitted under Section 303.
 - B. A state-licensed cannabis retail business application shall not be approved or renewed if the applicant is unable to meet the requirements of the Nicollet County Ordinances.
6. **Term.** all registrations issued are valid for one calendar year from the date of issue.
7. **Revocation or suspension.** Any registration issued may be suspended or revoked following the procedure set for in Section 309 of this ordinance.
8. **Transfers.** All registrations issued are valid only on the premises for which the registration was issued and only for the person to whom the registration was issued. The transfer of any registration to another location or person is prohibited.
9. **Display.** All registrations must be posted and displayed at all times at the registered retail establishment or medical cannabis combination business in plain view of the general public.
10. **Renewals.** The renewal of a registration issued under this ordinance will be handled in the same manner as the original application. The request for a renewal must be made at least 30 days but no more than 60 days before the expiration of the current registration.
11. **Issuance is a privilege and not a right.** The issuance of a registration is a privilege and does not entitle the registration holder to an automatic renewal of registration.

303 Maximum Number of Registrations

1. **Cannabis retailer registrations.** No registrations will be granted after the county or cities within the county have granted at least one registration for every 12,500 residents. For purposes of determining the number of cannabis retail business registrations for Nicollet County, if a number under 12,500 remains after applying the 12,500 increments to Nicollet County's population, that fractional amount is also accorded one active cannabis retail business registration. Sale of lower-potency hemp edibles is restricted to registered cannabis retail businesses.

When the maximum registrations have been issued, the county may place persons seeking registration on a waiting list and allow them to apply on a first-come, first-served basis, as registrations are not renewed or are revoked. A new applicant who has purchased a business location with a valid county registration held by a different owner will be entitled to first priority, provided the new applicant meets all other application requirements in accordance with this ordinance.

2. In applying these limitations, cannabis retail business applications will be prioritized based upon the date the application is received by the Nicollet County Property & Public Services Department. Applications will be reviewed in the order the applications were received, starting with the earliest received. Incomplete applications or those not following the requirements of this ordinance will be removed from the order. If applications are received on the same day and those applications outnumber the maximum number of registrations allowed, a committee with the Nicollet County Property & Public Services Department, Nicollet County Administrator, and Nicollet County Sheriff as members will select which application(s) to accept. The decision shall be based upon factors such as completeness, feasibility of the proposal, safety, community needs, and distance from other cannabis retailers.
3. Pharmacies ineligible for registration: No new or renewed registration will be granted to a pharmacy or any retail establishment that operates an on-site pharmacy.

304. Fees

- A. Nicollet County shall not charge an application fee for registration.
- B. The initial registration fee includes the first annual renewal fee and must be paid at the time the business requests its initial registration. The initial registration fee is \$500 or half the amount of the applicable initial license fee under Minn. Stat. § 342.11, as amended from time to time, whichever is less.

- C. The annual registration fee thereafter, starting with the second annual renewal, is \$1,000, or half the amount of the applicable renewal license fee under Minn. Stat. § 342.11, as amended from time to time, whichever is less.
- D. No registration will be issued under this ordinance until the appropriate registration fees are paid in full. Registration fees are nonrefundable and must be made to the local unit of government pursuant to Minn. Stat. § 342.22, subd. 2, as amended from time to time.
- E. A medical combination business operating an adult-use retail location may only be charged a single registration fee; not to exceed the lesser of a single retail registration fee, defined under this section, of the adult-use retail business.

305 Basis for Denial of Registration

- 1. An initial application for registration or a renewal of registration with the county will be denied if:
 - A. The applicant is under 21 years of age;
 - B. The applicant does not have a valid retail license, preapproved license, or retail endorsement from the Office of Cannabis Management;
 - C. The applicant fails to provide any of the information required on the licensing application or provides false or misleading information;
 - D. The applicant is prohibited by state, or local law, ordinance, or other regulation from holding a registration; or
 - E. The applicant fails a pre-application inspection by the city or county as provided under Minn. Stat. § 342.22, subd. 3(b), as amended from time to time.
- 2. If a registration is mistakenly issued or renewed to any person, it will be revoked upon the discovery of ineligibility for registration under this ordinance or state or other local law, ordinance or other regulation. Any revocation will comply with the requirements of Minn. Stat. § 342.22, subd. 5, as amended from time to time.

306 Prohibited Sales and Other Restrictions

- 1. **In General:** In addition to the prohibitions set forth under Minn. Stat. § 342.46, subd. 7, and Minn. Stat. § 342.27, subd. 12, as amended from time to time, no registered retail establishment shall sell or offer to sell any approved product or medical cannabinoid product:

- A. By means of any type of vending machine.
- B. **By means of self-service display.** All approved products and medical cannabinoid products, including lower-potency hemp beverages, must be stored in a locked case behind the sales counter, in a storage unit, or in another area not freely assessable by the general public. This does not prohibit registered cannabis retailers from displaying single product samples pursuant to Minn. Stat. § 342.27, subd. 5, as amended from time to time.
- C. **At a movable place of business.** Only fixed location businesses may sell approved products and medical cannabinoid products.
- D. **That does not comply with the packaging and labeling required.** Under Minn. Stat. §§ 342.62 and 342.53, as amended from time to time, except that:
 - a. No lower-potency hemp edible beverage may be sold outside of its original packaging; and,
 - b. No lower-potency hemp edible product may be sold that does not indicate a single serving by scoring or another indicator that appears on the product. If it is not possible to indicate a single serving by scoring or use of another indicator that appears on the product, the lower-potency hemp edible may not be packaged in a manner that includes more than a single serving in each container.
- E. **By means of delivery sales.** All sales of approved products and medical cannabinoid products must be conducted in person, in a registered retail establishment, in over-the-counter sales transactions.
 - a. This does not prohibit sale of medical cannabinoid products by medical cannabis combination businesses by curbside pick-up as allowed in Minn. Stat. § 342.51, subd. 5, as amended from time to time.
- F. **Samples prohibited.** No samples of any approved products or medical cannabinoid products may be distributed free of charge or at a nominal cost. The distribution of approved products or medical cannabinoid products as a free donation is prohibited.
- G. **Flavored product.** No person shall sell or offer for sale any flavored products intended to be inhaled as smoke, aerosol, or vapor.
- H. **Sales of other products.** Registered cannabis retail businesses and medical cannabis combination businesses with retail sales are limited to selling only the products

allowed under Minn. Stat. § 342.27, subd. 3, as amended from time to time. The sale of any products other than approved products by registered retailers must comport with all requirements of state law.

- I. By any other means, to any other person, or in any other manner or form prohibited by state or other local law, ordinance provision, or other regulation.
2. **Sale of lower-potency hemp edibles restricted to registered cannabis retailers.** Lower-potency hemp edibles must only be sold at registered cannabis retail businesses.
3. **Smoking prohibited.** Smoking is prohibited within the indoor area of any registered retail establishment.
4. **On-site consumption prohibited.** No registered retail establishment may allow on-site consumption of approved products on the premises, except cannabis businesses may allow employee medical cannabis use and on-site use for quality control pursuant to Minn. Stat. § 342.24, subd. 2, as amended from time to time.
5. **Cannabis retailer hours of operation.** Sales of approved products at a registered cannabis retail business are only allowed between the hours of 10 a.m. and 9 p.m. seven days per week and may not be open to the public or sell any other products at times when the business is prohibited from selling approved products.
6. **Minimum clerk age.** Individuals employed at a registered retail establishment and medical cannabis combination business must be at least 21 years of age to sell approved products and medical cannabinoid products.
7. **Instructional program.** Registered retail establishments must ensure that all salesclerks complete a training program on the legal requirements related to the sale of approved products or medical cannabinoid products, and the possible consequences of registration or license violations. Registered retail establishments must maintain documentation demonstrating their compliance and must provide this documentation to the county at the time of renewal, or whenever requested to do so during the registration term.
8. **Advertising restrictions.** Registered retail establishments must follow all advertisement restrictions pursuant to Minn. Stat. § 342.64, as amended from time to time.
9. **Coupon and price promotion.** No registered retail establishment may accept or redeem any coupon, price promotion, or other instrument or mechanism, whether in paper, digital, electronic, mobile, or any other form, that provides any approved products to a consumer at no cost or at a price that is less than the non-discounted, standard price listed by a retailer on the item or on any shelving, posting, or display at the location where the item is sold or offered for sale, including all applicable taxes.

10. **Legal age and age-based restrictions.** No person shall sell any approved product to any person under the age of 21. Businesses licensed or endorsed to sell medical cannabinoid products may sell medical cannabinoid products to persons under age 21 who are enrolled in the medical registry program pursuant to Minn. Stat. § 342.24, subd. 1, as amended from time to time.

- A. **Age verification.** Before any sale of approved products, the registered retail establishment must verify by means of government-issued photographic identification containing the bearer's date of birth that the purchaser is at least twenty-one (21) years of age.
- B. **Signage.** Notice of the legal sales age, age verification requirement, and possible penalties for underage sales must be posted prominently and in plain view at all times at each location where approved products are offered for sale. The required signage must be posted in a manner that is clearly visible to anyone who is, or is considering, making a purchase.
- C. **Child-resistant packaging.** All sales of any approved products and medical cannabinoid products must be packaged in child-resistant packaging. Upon request by the county, a registered retail establishment must provide a copy of the certificate of compliance or full laboratory testing report for the packaging used.
- D. **Products that are attractive to underage persons.** No person shall sell or offer for sale any approved products and medical cannabinoid products that are attractive to underage persons.
- E. **No admittance of any person under age 21.** No person shall sell or offer for sale any approved products or medical cannabinoid products, except in registered retail establishments that prohibit persons under the age of 21 from entering at all times.
 - a. Businesses licensed or endorsed to sell medical cannabinoid products may allow entry to persons under the age 21 who are enrolled in the medical registry program for the sole purpose of purchasing medical cannabinoid products pursuant to Minn. Stat. § 342.24, as amended from time to time.

307 Annual Compliance Checks

- 1. All registered retail establishments must be open to inspection by authorized county officials or their designees during regular business hours.
- 2. In accordance with Minn. Stat. § 342.22, subd. 4, as amended from time to time, the county will conduct compliance checks of every retail establishment with a retail

registration issued by the county. The checks will assess compliance with age verification requirements and all provisions of this ordinance.

3. From time to time, but at least twice per year, the county must conduct compliance checks to ensure compliance with all provisions of this ordinance.
4. In accordance with state law, the county will conduct at least two annual compliance checks that involve the participation of a person at least 17 years of age, but under the age of 21 to enter the registered retail establishment to attempt to purchase approved products under the supervision of a law enforcement officer or an employee of the county. Prior written consent from a parent or guardian is required for any person under the age of 18 to participate in a compliance check.
5. Any failures under this section must be reported to the Office of Cannabis Management.

308 Location Change

1. A registered retail establishment shall be required to submit a new application for registration under Section 302 if it seeks to move to a new location within the Jurisdiction of this ordinance.

309 Suspension of Registration

1. **Registrants.** Any registrant or other retail establishment cited for violating this ordinance, or whose employee has violated this ordinance, will be charged an administrative fee of \$300 for a first violation, \$600 for a second offense at the same registered premises within a 36-month period; and \$1,000 for a third or subsequent offense at the same location within a 36-month period from the first violation. The registration will be suspended for a period of not less than 30 consecutive days of any violation of this ordinance and may be revoked. Upon a fourth violation within a 36-month period from the first violation, the registration will be revoked.
2. **Registration suspension.** In accordance with Minn. Stat. § 342.22, subd. 5, as amended from time to time, the county will suspend the retail registration of any registered retail establishment for 30 days for violations of this ordinance or if the operation of the business poses an immediate threat to the health or safety of the public. The Property & Public Services Department may suspend a registered retail establishment if it violates any applicable ordinance, statute, rule, or condition, or poses an immediate threat to the health or safety of the public. The Property & Public Services Department shall immediately notify the registered retail establishment in writing the grounds for the suspension.

3. **Retail establishment operating without a registration.** Pursuant to Minn. Stat. § 342.22, subd. 5(e), as amended from time to time, any retail establishment found to be making or attempting to make any sales to a customer or patient without a valid retail registration will be charged a civil penalty of \$2,000 for each violation.
4. **Statutory penalties.** If the administrative penalties for violations of this ordinance authorized to be imposed by Minn. Stat. Chapter 342, as amended from time to time, as amended from time to time, differ from those established in this ordinance, then the higher penalty will prevail.
5. **Complaints to OCM.** In accordance with Minn. Stat. § 342.13 (h), as amended from time to time, any violations of this ordinance will be submitted as complaints to the Office of Cannabis Management.
6. **Reinstatement.** The county shall reinstate a registration if it determines that the violation(s) have been resolved and/or if the Office of Cannabis Management determines that the violation(s) have been resolved.

Section 4 Zoning & Dimensional Standards

401 Permitted & Conditional Uses

401.1 Land use Table

1. Permitted Uses (P). These uses are allowed, provided all standards in the Nicollet County Zoning Ordinance are followed.
2. Not Permitted Uses (N). These uses are prohibited.

CANNABIS LAND USE TABLE							
ZONING DISTRICT	Cannabis Delivery	Cannabis Manufacturer	Cannabis Retail	Cannabis Transportation	Cultivation	Hemp Manufacturer	Wholesale
AG							
C							
R-1							
R-2							
B-1	P	P	P	P	P	P	P
B-2							
I-1	P	P	P	P	P	P	P
I-2							
FP							
SP							
RT							
P=Permitted Use; CUP=Requires Conditional Use Permit							

401.2 Cannabis Delivery

1. Cannabis businesses licensed or endorsed for delivery are a Permitted Use in the following zoning districts:
 - B-1: Highway Business, pursuant to Nicollet County Zoning Ordinance 606.
 - I-1: Limited Industry, pursuant to Nicollet County Zoning Ordinance 608.

401.3 Cannabis Manufacturer

2. Cannabis businesses licensed or endorsed for cannabis manufacture are a Permitted Use in the following zoning districts:
 - B-1: Highway Business, pursuant to Nicollet County Zoning Ordinance 606.
 - I-1: Limited Industry, pursuant to Nicollet County Zoning Ordinance 608.

401.4 Cannabis Retail

3. Cannabis businesses licensed or endorsed for cannabis retail are a Permitted Use in the following zoning districts:
 - B-1: Highway Business, pursuant to Nicollet County Zoning Ordinance 606.
 - I-1: Limited Industry, pursuant to Nicollet County Zoning Ordinance 608.

401.5 Cannabis Transportation

4. Cannabis businesses licensed or endorsed for transportation are a Permitted Use in the following zoning districts:
 - B-1: Highway Business, pursuant to Nicollet County Zoning Ordinance 606.
 - I-1: Limited Industry, pursuant to Nicollet County Zoning Ordinance 608.

401.6 Cultivation

5. Cannabis businesses licensed or endorsed for cultivation are a Permitted Use in the following zoning districts:
 - B-1: Highway Business, pursuant to Nicollet County Zoning Ordinance 606.
 - I-1: Limited Industry, pursuant to Nicollet County Zoning Ordinance 608.

401.7 Hemp Manufacturer

6. Cannabis businesses licensed or endorsed for low-potency hemp edible manufacture are a Permitted Use in the following zoning districts:
 - B-1: Highway Business, pursuant to Nicollet County Zoning Ordinance 606.
 - I-1: Limited Industry, pursuant to Nicollet County Zoning Ordinance 608.

401.8 Wholesale

7. Cannabis businesses licensed or endorsed for wholesale are a Permitted Use in the following zoning districts:

- B-1: Highway Business, pursuant to Nicollet County Zoning Ordinance 606.
- I-1: Limited Industry, pursuant to Nicollet County Zoning Ordinance 608.

401.9 Minimum Setback Requirements

1. 1000 feet from a School.
2. 500 feet from a Daycare.
3. 500 feet from a Residential Treatment Facility.
4. 500 feet of an attraction within a public park that is regularly used by minors, including a playground or athletic field.
5. 500 feet from a public library.
6. 500 feet from a Church.
7. 500 feet from a Dwelling.
8. Pursuant to Minn. Stat. § 462.367 subd. 14, as amended from time to time, nothing in Section 401.9 shall prohibit a registered retail establishment from continuing operation at the same site if a school, daycare, residential treatment facility, or attraction within a public park that is regularly used by minors moves within the minimum buffer zone.
9. Structures shall meet all applicable setbacks for the zoning district(s) in which they reside as defined by the Nicollet County Zoning Ordinance.
10. For purposes of this ordinance, all distances shall be measured from any point of access to the structure housing the cannabis business to the closest property line (or attraction within a public park) containing the school, daycare, residential treatment facility, public park, public library, church, or residence.

Section 5 Temporary Cannabis Events

501 License or Permit Required for Temporary Cannabis Events

1. A license is required to be issued and approved by Nicollet County prior to holding a Temporary Cannabis Event. An application fee shall be charged per the Nicollet County Fee Schedule.

502 Application Procedure

1. An applicant for a temporary event shall fill out an application form as provided by Nicollet County. Said form shall include, but is not limited to:
 - A. Full name of the property owner and applicant;
 - B. Address, email address, and telephone number of the applicant;
 - C. The nature and duration of the event;
 - D. The expected number of attendees.
 - E. A detailed plan addressing the requirements of Minn. Stat. § 342.40, subds. 3, 4, 5, 6, 7, and 8, as amended from time to time.
2. The applicant shall include with the form:
 - A. the application fee as specified in the Nicollet County Fee Schedule;
 - B. A copy of the OCM cannabis event license application, submitted pursuant to Minn. Stat. § 342.39 subd. 2, as amended from time to time.
3. Once an application is considered complete, the county shall inform the applicant as such, process the application fees, and review the request for approval or denial. The application fee shall be non-refundable once processed.

503 Temporary Event Standards

1. Temporary cannabis events shall meet the following standards:
 - A. Notice shall be provided to Nicollet County of the special event no less than seven (7) business days prior to the special event.
 - B. Special events are limited to three (3) per property per year.

- C. Special events shall be one (1) to four (4) days in duration.
- D. Temporary Cannabis Events shall only be held between the hours of 10:00 a.m. and 9:00 p.m, Monday through Sunday.
- E. Special events shall be limited to a maximum capacity of three hundred (300) persons at any one time, including staff/employees.
- F. Special events shall not extend beyond the normal hours of operation of a business.
- G. No sales of approved products are allowed at Temporary Cannabis Events.
- H. No use of approved products is allowed at Temporary Cannabis Events.
- I. A request for a Temporary Cannabis Event that meets the requirements of this Section shall be approved.
- J. A request for a Temporary Cannabis Event that does not meet the requirements of this Section shall be denied. Nicollet County shall notify the applicant of the standards not met and basis for denial.

Section 6 Use in Public Places

1. No person shall use cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products in a public place or a place of public accommodation.

Section 7 Effective Date

This ordinance shall be in full force and effect from and after the 1st day of January, 2025, upon its adoption by the Nicollet County Board of Commissioners and its publication in the official newspaper of Nicollet County, as provided by Minnesota Statutes.

Dated this ____ day of December, 2024.

Terry Morrow, Chair
Nicollet County Board of Commissioners

ATTEST:

Mandy Landkamer, County Administrator
Clerk to the Board

ⁱ U.S. DEP'T HEALTH & HUMAN SERVS., U.S. SURGEON GENERAL'S ADVISORY: MARIJUANA USE AND THE DEVELOPING BRAIN (2019), <https://www.hhs.gov/surgeongeneral/reports-and-publications/addiction-and-substance-misuse/advisory-on-marijuana-use-and-developing-brain/index.html>.

ⁱⁱ NAT'L ACADS. SCI., ENG'G, & MED, THE HEALTH EFFECTS OF CANNABIS AND CANNABINOIDS: THE CURRENT STATE OF EVIDENCE & REC'S FOR RESEARCH (2017), <https://www.nap.edu/catalog/24625/the-health-effects-of-cannabis-and-cannabinoids-the-current-state>.

ⁱⁱⁱ SUBSTANCE ABUSE & MENTAL HEALTH SERVS. ADMIN., KEY SUBSTANCE USE AND MENTAL HEALTH INDICATORS IN THE UNITED STATES: RESULTS FROM THE 2023 NATIONAL SURVEY ON DRUG USE AND HEALTH (2024), <https://www.samhsa.gov/data/sites/default/files/reports/rpt47095/National%20Report/National%20Report/2023-nsduh-annual-national.pdf>.

^{iv} NAT'L ACADS. SCI., ENG'G, & MED., *supra* Note 4; SUBSTANCE ABUSE & MENTAL HEALTH SERVS. ADMIN., *supra* Note 5.

^v Gabriella Gobbi et al., *Association of Cannabis Use in Adolescence and Risk of Depression, Anxiety and Suicidality in Young Adulthood; A systematic Review and Meta-Analysis*, 76 JAMA PSYCHIATRY 426 (2019), <https://jamanetwork.com/journals/jamapsychiatry/fullarticle/2723657>.

^{vi} Edmund Silins et al., *Young Adult Sequelae of Adolescent Cannabis Use: An Integrative Analysis*, LANCET PSYCHIATRY 286 (2014), [https://www.thelancet.com/journals/lanpsy/article/PIIS2215-0366\(14\)70307-4/abstract](https://www.thelancet.com/journals/lanpsy/article/PIIS2215-0366(14)70307-4/abstract).

^{vii} Tom Freeman & Adam Winstock, *Examining the Profile of High-Potency Cannabis and its Association with Severity of Cannabis Dependence*, 45 PSYCH. MED. 3181 (2015), <https://pmc.ncbi.nlm.nih.gov/articles/PMC4611354/pdf/S0033291715001178a.pdf>.



RESOLUTION OF THE ADOPTION OF THE NICOLLET COUNTY CANNABIS ORDINANCE

THE COUNTY BOARD OF NICOLLET COUNTY ORDAINS:

WHEREAS, Minnesota Statute §342 authorizes Nicollet County to protect the public health, safety, welfare of Nicollet County residents by regulating cannabis businesses within the legal boundaries of Nicollet County.

WHEREAS, Nicollet County held a public hearing on December 16, 2024 during the Planning and Zoning Advisory Commission meeting and on December 17, 2024, during the Nicollet County Board of Commissioners board meeting to discuss the proposed ordinance.

THEREFORE BE IT RESOLVED, the Nicollet County Board of Commissioners adopts the Cannabis Ordinance on December 17, 2024 with an effective date of January 1, 2025; and

BE IT FURTHER RESOLVED, the summary of the adopted Cannabis Ordinance will be published on December 26, 2024 in the St. Peter Herald pursuant to Minnesota Statutes §331A.01 and 375.51.

Dated: December 17, 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: Delegation agreements related to cannabis zoning and land use		
Primary Originating Division/Dept.: County Attorney's Office Contact: Michelle Zehnder Fischer Title: County Attorney Amount of Time Requested: minutes Presenter: Michelle Zehnder Fischer Title: County Attorney	Meeting Date: 12/17/2024 Item Type: Regular Agenda (Select One) Attachments: ☒ Yes ☐ No	
County Strategy: Programs and Services - deliver value-added quality services (Select One) ▼		
BACKGROUND/JUSTIFICATION: On September 3, 2024, the Board approved a Delegation Agreement being extended pursuant to Minn. Stat. § 342.22, subd. 1. This statute permits counties and towns (as used herein refers to townships) to enter into a delegation agreement to allow the County to regulate and enforce cannabis statutes and rules on behalf of the towns. This Delegation Agreement was amended on September 24, 2024. The following townships have signed and returned executed Delegation Agreements: Belgrade Township, Bernadotte Township, Brighton Township, Grandby Township, Lafayette Township, New Sweden Township, Nicollet Township, Oshawa Township, and West Newton Township. The delegation agreements are now presented for the Board's consideration.		
Supporting Documents: ☒ Attached ☐ In Signature Folder ☐ None		
Prior Board Action Taken on this Agenda Item: ☒ Yes ☐ No If "yes", when? (provide year; mm/dd/yy if known) 9-3-2024 and 9-24-2024		
Approved by County Attorney's Office: ☒ Yes ☐ No ☐ N/A		
ACTION REQUESTED: Board consideration of executed delegation agreements between Nicollet County and the above listed townships related to cannabis registration, regulation, and enforcement.		
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:	

**JOINT POWERS AGREEMENT BETWEEN THE
COUNTY OF NICOLLET AND BELGRADE TOWNSHIP
FOR THE ENFORCEMENT AND REGULATION OF CANNABIS**

This agreement is made between the County of Nicollet and Belgrade Township for administration and regulation of cannabis as regulated under Minnesota Chapter 342 and the rules and regulations promulgated thereunder.

This agreement is authorized by Minnesota Statutes § 342.22, subdivision 1 and Minnesota Statutes § 471.59.

The County of Nicollet and Belgrade Township agree that:

1. The County of Nicollet will act in place of Belgrade Township as the local government unit for the regulation and enforcement of cannabis under Minnesota Statutes Chapter 342 and any rules or regulations adopted under Minnesota Statutes Chapter 342 by the State of Minnesota or the Office of Cannabis Management.
2. The County of Nicollet is authorized to adopt, administer, and enforce within the jurisdictional limits of Belgrade Township any ordinances, laws, regulations, or registration requirements concerning cannabis including, but not limited to, the adoption of a moratorium and the adoption of a limit on the number of retailer registrations issued as allowed under Minnesota Statutes Chapter 342.
3. The County of Nicollet is authorized and has the consent of Belgrade Township to review and certify to the Office of Cannabis Management if the business applying for a license in Belgrade Township complies with local zoning ordinances and, if applicable, state fire and building codes. Belgrade Township shall provide the County of Nicollet, within 30 days of receipt of the license application, with any additional information it believes is relevant to the license review and the County of Nicollet shall attach such information to the certification materials submitted to the Office of Cannabis Management.
4. The County of Nicollet is authorized and has the consent of Belgrade Township to register and enforce all registration requirements, including but not limited to compliance checks and registration suspension related actions, under Minnesota Statute §342.22. Any fees or penalties collected for registration and enforcement will remain entirely with the County of Nicollet. The parties will retain any Local Government Cannabis Aid allocated to them by the State of Minnesota.
5. The County of Nicollet will annually provide sufficient funding for the administration, enforcement and registration of the possession, sale and use of cannabis within the jurisdiction limits of Belgrade Township. Source of funds shall be through State grant

funds, County cannabis aid funds, general revenue funds, and the collection of fees and penalties as established by the County of Nicollet.

6. Any ordinance adopted by the County of Nicollet with regards to cannabis shall be construed to supersede any local municipal regulation or ordinance to the extent the local municipal regulation is less restrictive. Where the conditions imposed by any ordinance provision are either more restrictive or less restrictive than comparable conditions imposed by any other law, ordinance, statute, resolution or regulation of any kind, the regulations which are more restrictive, or which impose higher standards or requirements shall prevail.
7. The parties to this agreement will be subject to and follow the terms of the Minnesota Government Data Practice Act as provided under Minnesota Statutes Chapter 13 for all requests for access to data. The County of Nicollet shall maintain all records, accounts and reports for the regulation and registration of cannabis.
8. The County of Nicollet shall account for any funds and the County of Nicollet shall provide a report of all receipts and disbursements upon request. If any surplus property or funds are obtained through this joint powers agreement they shall be distributed to the County of Nicollet in the event this agreement is terminated.
9. Nicollet County shall be solely responsible for the compensation of its employees and elected members, including specifically but not exclusively worker's compensation insurance and all taxes, while performing their duties under this agreement. Belgrade Township shall be solely responsible for the compensation of its employees and elected members, including specifically but not exclusively worker's compensation insurance and all taxes, while performing their duties under this agreement. No employee of Nicollet County shall become an employee of Belgrade Township, and no employee of Belgrade Township shall become an employee of Nicollet County, by virtue of this agreement.
10. All responsibilities not specifically set out to be jointly exercised by the Parties under this Agreement are hereby reserved to the Parties individually. Nothing in this Agreement shall act as a waiver by a participating Party of its individual power and legal authority to provide services.
11. Indemnification and Hold Harmless:

To the full extent permitted by law, actions by the Parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the Parties that they shall be deemed a "single governmental unit" for the purpose of liability, as set forth in Minnesota Statutes, Section 471.59, subd. 1a(a); provided further that for purposes of that statute, each Party to this Agreement expressly declines responsibility for the acts or omissions of the other Party.

The Parties of this Agreement are not liable for the acts or omissions of the other participants to this Agreement except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other Parties.

This agreement may be amended by mutual agreement of the County of Nicollet and the Belgrade Township by resolutions of their respective boards.

This agreement shall become effective upon signature of all duly authorized signatures, and shall remain in effect until terminated by agreement of the parties or thirty days after written notice of termination by either party.

County of Nicollet
Board Chair

Date



Belgrade Township

12/10/24
Date

**JOINT POWERS AGREEMENT BETWEEN THE
COUNTY OF NICOLLET AND BERNADOTTE TOWNSHIP
FOR THE ENFORCEMENT AND REGULATION OF CANNABIS**

This agreement is made between the County of Nicollet and Bernadotte Township for administration and regulation of cannabis as regulated under Minnesota Chapter 342 and the rules and regulations promulgated thereunder.

This agreement is authorized by Minnesota Statutes § 342.22, subdivision 1 and Minnesota Statutes § 471.59.

The County of Nicollet and Bernadotte Township agree that:

1. The County of Nicollet will act in place of Bernadotte Township as the local government unit for the regulation and enforcement of cannabis under Minnesota Statutes Chapter 342 and any rules or regulations adopted under Minnesota Statutes Chapter 342 by the State of Minnesota or the Office of Cannabis Management.
2. The County of Nicollet is authorized to adopt, administer, and enforce within the jurisdictional limits of Bernadotte Township any ordinances, laws, regulations, or registration requirements concerning cannabis including, but not limited to, the adoption of a moratorium and the adoption of a limit on the number of retailer registrations issued as allowed under Minnesota Statutes Chapter 342.
3. The County of Nicollet is authorized and has the consent of Bernadotte Township to review and certify to the Office of Cannabis Management if the business applying for a license in Bernadotte Township complies with local zoning ordinances and, if applicable, state fire and building codes. Bernadotte Township shall provide the County of Nicollet, within 30 days of receipt of the license application, with any additional information it believes is relevant to the license review and the County of Nicollet shall attach such information to the certification materials submitted to the Office of Cannabis Management.
4. The County of Nicollet is authorized and has the consent of Bernadotte Township to register and enforce all registration requirements, including but not limited to compliance checks and registration suspension related actions, under Minnesota Statute §342.22. Any fees or penalties collected for registration and enforcement will remain entirely with the County of Nicollet. The parties will retain any Local Government Cannabis Aid allocated to them by the State of Minnesota.
5. The County of Nicollet will annually provide sufficient funding for the administration, enforcement and registration of the possession, sale and use of cannabis within the jurisdiction limits of Bernadotte Township. Source of funds shall be through State

grant funds, County cannabis aid funds, general revenue funds, and the collection of fees and penalties as established by the County of Nicollet.

6. Any ordinance adopted by the County of Nicollet with regards to cannabis shall be construed to supersede any local municipal regulation or ordinance to the extent the local municipal regulation is less restrictive. Where the conditions imposed by any ordinance provision are either more restrictive or less restrictive than comparable conditions imposed by any other law, ordinance, statute, resolution or regulation of any kind, the regulations which are more restrictive, or which impose higher standards or requirements shall prevail.
7. The parties to this agreement will be subject to and follow the terms of the Minnesota Government Data Practice Act as provided under Minnesota Statutes Chapter 13 for all requests for access to data. The County of Nicollet shall maintain all records, accounts and reports for the regulation and registration of cannabis.
8. The County of Nicollet shall account for any funds and the County of Nicollet shall provide a report of all receipts and disbursements upon request. If any surplus property or funds are obtained through this joint powers agreement they shall be distributed to the County of Nicollet in the event this agreement is terminated.
9. Nicollet County shall be solely responsible for the compensation of its employees and elected members, including specifically but not exclusively worker's compensation insurance and all taxes, while performing their duties under this agreement. Bernadotte Township shall be solely responsible for the compensation of its employees and elected members, including specifically but not exclusively worker's compensation insurance and all taxes, while performing their duties under this agreement. No employee of Nicollet County shall become an employee of Bernadotte Township, and no employee of Bernadotte Township shall become an employee of Nicollet County, by virtue of this agreement.
10. All responsibilities not specifically set out to be jointly exercised by the Parties under this Agreement are hereby reserved to the Parties individually. Nothing in this Agreement shall act as a waiver by a participating Party of its individual power and legal authority to provide services.
11. Indemnification and Hold Harmless:

To the full extent permitted by law, actions by the Parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the Parties that they shall be deemed a "single governmental unit" for the purpose of liability, as set forth in Minnesota Statutes, Section 471.59, subd. 1a(a); provided further that for purposes of that statute, each Party to this Agreement expressly declines responsibility for the acts or omissions of the other Party.

The Parties of this Agreement are not liable for the acts or omissions of the other participants to this Agreement except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other Parties.

This agreement may be amended by mutual agreement of the County of Nicollet and the Bernadotte Township by resolutions of their respective boards.

This agreement shall become effective upon signature of all duly authorized signatures, and shall remain in effect until terminated by agreement of the parties or thirty days after written notice of termination by either party.

County of Nicollet
Board Chair

Date

Brian L. Nelson Chair
Bernadotte Township

11-12-2024
Date

**JOINT POWERS AGREEMENT BETWEEN THE
COUNTY OF NICOLLET AND BRIGHTON TOWNSHIP
FOR THE ENFORCEMENT AND REGULATION OF CANNABIS**

This agreement is made between the County of Nicollet and Brighton Township for administration and regulation of cannabis as regulated under Minnesota Chapter 342 and the rules and regulations promulgated thereunder.

This agreement is authorized by Minnesota Statutes § 342.22, subdivision 1 and Minnesota Statutes § 471.59.

The County of Nicollet and Brighton Township agree that:

1. The County of Nicollet will act in place of Brighton Township as the local government unit for the regulation and enforcement of cannabis under Minnesota Statutes Chapter 342 and any rules or regulations adopted under Minnesota Statutes Chapter 342 by the State of Minnesota or the Office of Cannabis Management.
2. The County of Nicollet is authorized to adopt, administer, and enforce within the jurisdictional limits of Brighton Township any ordinances, laws, regulations, or registration requirements concerning cannabis including, but not limited to, the adoption of a moratorium and the adoption of a limit on the number of retailer registrations issued as allowed under Minnesota Statutes Chapter 342.
3. The County of Nicollet is authorized and has the consent of Brighton Township to review and certify to the Office of Cannabis Management if the business applying for a license in Brighton Township complies with local zoning ordinances and, if applicable, state fire and building codes. Brighton Township shall provide the County of Nicollet, within 30 days of receipt of the license application, with any additional information it believes is relevant to the license review and the County of Nicollet shall attach such information to the certification materials submitted to the Office of Cannabis Management.
4. The County of Nicollet is authorized and has the consent of Brighton Township to register and enforce all registration requirements, including but not limited to compliance checks and registration suspension related actions, under Minnesota Statute §342.22. Any fees or penalties collected for registration and enforcement will remain entirely with the County of Nicollet. The parties will retain any Local Government Cannabis Aid allocated to them by the State of Minnesota.
5. The County of Nicollet will annually provide sufficient funding for the administration, enforcement and registration of the possession, sale and use of cannabis within the jurisdiction limits of Brighton Township. Source of funds shall be through State grant

funds, County cannabis aid funds, general revenue funds, and the collection of fees and penalties as established by the County of Nicollet.

6. Any ordinance adopted by the County of Nicollet with regards to cannabis shall be construed to supersede any local municipal regulation or ordinance to the extent the local municipal regulation is less restrictive. Where the conditions imposed by any ordinance provision are either more restrictive or less restrictive than comparable conditions imposed by any other law, ordinance, statute, resolution or regulation of any kind, the regulations which are more restrictive, or which impose higher standards or requirements shall prevail.
7. The parties to this agreement will be subject to and follow the terms of the Minnesota Government Data Practice Act as provided under Minnesota Statutes Chapter 13 for all requests for access to data. The County of Nicollet shall maintain all records, accounts and reports for the regulation and registration of cannabis.
8. The County of Nicollet shall account for any funds and the County of Nicollet shall provide a report of all receipts and disbursements upon request. If any surplus property or funds are obtained through this joint powers agreement they shall be distributed to the County of Nicollet in the event this agreement is terminated.
9. Nicollet County shall be solely responsible for the compensation of its employees and elected members, including specifically but not exclusively worker's compensation insurance and all taxes, while performing their duties under this agreement. Brighton Township shall be solely responsible for the compensation of its employees and elected members, including specifically but not exclusively worker's compensation insurance and all taxes, while performing their duties under this agreement. No employee of Nicollet County shall become an employee of Brighton Township, and no employee of Brighton Township shall become an employee of Nicollet County, by virtue of this agreement.
10. All responsibilities not specifically set out to be jointly exercised by the Parties under this Agreement are hereby reserved to the Parties individually. Nothing in this Agreement shall act as a waiver by a participating Party of its individual power and legal authority to provide services.
11. Indemnification and Hold Harmless:

To the full extent permitted by law, actions by the Parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the Parties that they shall be deemed a "single governmental unit" for the purpose of liability, as set forth in Minnesota Statutes, Section 471.59, subd. 1a(a); provided further that for purposes of that statute, each Party to this Agreement expressly declines responsibility for the acts or omissions of the other Party.

The Parties of this Agreement are not liable for the acts or omissions of the other participants to this Agreement except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other Parties.

This agreement may be amended by mutual agreement of the County of Nicollet and the Brighton Township by resolutions of their respective boards.

This agreement shall become effective upon signature of all duly authorized signatures, and shall remain in effect until terminated by agreement of the parties or thirty days after written notice of termination by either party.

County of Nicollet
Board Chair

Date

Robert Halke
Brighton Township

Robert Halke chain

10-14-24
Date

**JOINT POWERS AGREEMENT BETWEEN THE
COUNTY OF NICOLLET AND GRANBY TOWNSHIP
FOR THE ENFORCEMENT AND REGULATION OF CANNABIS**

This agreement is made between the County of Nicollet and Granby Township for administration and regulation of cannabis as regulated under Minnesota Chapter 342 and the rules and regulations promulgated thereunder.

This agreement is authorized by Minnesota Statutes § 342.22, subdivision 1 and Minnesota Statutes § 471.59.

The County of Nicollet and Granby Township agree that:

1. The County of Nicollet will act in place of Granby Township as the local government unit for the regulation and enforcement of cannabis under Minnesota Statutes Chapter 342 and any rules or regulations adopted under Minnesota Statutes Chapter 342 by the State of Minnesota or the Office of Cannabis Management.
2. The County of Nicollet is authorized to adopt, administer, and enforce within the jurisdictional limits of Granby Township any ordinances, laws, regulations, or registration requirements concerning cannabis including, but not limited to, the adoption of a moratorium and the adoption of a limit on the number of retailer registrations issued as allowed under Minnesota Statutes Chapter 342.
3. The County of Nicollet is authorized and has the consent of Granby Township to review and certify to the Office of Cannabis Management if the business applying for a license in Granby Township complies with local zoning ordinances and, if applicable, state fire and building codes. Granby Township shall provide the County of Nicollet, within 30 days of receipt of the license application, with any additional information it believes is relevant to the license review and the County of Nicollet shall attach such information to the certification materials submitted to the Office of Cannabis Management.
4. The County of Nicollet is authorized and has the consent of Granby Township to register and enforce all registration requirements, including but not limited to compliance checks and registration suspension related actions, under Minnesota Statute §342.22. Any fees or penalties collected for registration and enforcement will remain entirely with the County of Nicollet. The parties will retain any Local Government Cannabis Aid allocated to them by the State of Minnesota.
5. The County of Nicollet will annually provide sufficient funding for the administration, enforcement and registration of the possession, sale and use of cannabis within the jurisdiction limits of Granby Township. Source of funds shall be through State grant funds, County cannabis aid funds, general revenue funds, and the collection of fees and penalties as established by the County of Nicollet.

6. Any ordinance adopted by the County of Nicollet with regards to cannabis shall be construed to supersede any local municipal regulation or ordinance to the extent the local municipal regulation is less restrictive. Where the conditions imposed by any ordinance provision are either more restrictive or less restrictive than comparable conditions imposed by any other law, ordinance, statute, resolution or regulation of any kind, the regulations which are more restrictive, or which impose higher standards or requirements shall prevail.
7. The parties to this agreement will be subject to and follow the terms of the Minnesota Government Data Practice Act as provided under Minnesota Statutes Chapter 13 for all requests for access to data. The County of Nicollet shall maintain all records, accounts and reports for the regulation and registration of cannabis.
8. The County of Nicollet shall account for any funds and the County of Nicollet shall provide a report of all receipts and disbursements upon request. If any surplus property or funds are obtained through this joint powers agreement they shall be distributed to the County of Nicollet in the event this agreement is terminated.
9. Nicollet County shall be solely responsible for the compensation of its employees and elected members, including specifically but not exclusively worker's compensation insurance and all taxes, while performing their duties under this agreement. Granby Township shall be solely responsible for the compensation of its employees and elected members, including specifically but not exclusively worker's compensation insurance and all taxes, while performing their duties under this agreement. No employee of Nicollet County shall become an employee of Granby Township, and no employee of Granby Township shall become an employee of Nicollet County, by virtue of this agreement.
10. All responsibilities not specifically set out to be jointly exercised by the Parties under this Agreement are hereby reserved to the Parties individually. Nothing in this Agreement shall act as a waiver by a participating Party of its individual power and legal authority to provide services.
11. Indemnification and Hold Harmless:

To the full extent permitted by law, actions by the Parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the Parties that they shall be deemed a "single governmental unit" for the purpose of liability, as set forth in Minnesota Statutes, Section 471.59, subd. 1a(a); provided further that for purposes of that statute, each Party to this Agreement expressly declines responsibility for the acts or omissions of the other Party.

The Parties of this Agreement are not liable for the acts or omissions of the other participants to this Agreement except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other Parties.

This agreement may be amended by mutual agreement of the County of Nicollet and the Granby Township by resolutions of their respective boards.

This agreement shall become effective upon signature of all duly authorized signatures, and shall remain in effect until terminated by agreement of the parties or thirty days after written notice of termination by either party.

County of Nicollet
Board Chair

Date

Marvin Krohn (Chairman)
Granby Township

11-11-2024
Date

**JOINT POWERS AGREEMENT BETWEEN THE
COUNTY OF NICOLLET AND LAFAYETTE TOWNSHIP
FOR THE ENFORCEMENT AND REGULATION OF CANNABIS**

This agreement is made between the County of Nicollet and Lafayette Township for administration and regulation of cannabis as regulated under Minnesota Chapter 342 and the rules and regulations promulgated thereunder.

This agreement is authorized by Minnesota Statutes § 342.22, subdivision 1 and Minnesota Statutes § 471.59.

The County of Nicollet and Lafayette Township agree that:

1. The County of Nicollet will act in place of Lafayette Township as the local government unit for the regulation and enforcement of cannabis under Minnesota Statutes Chapter 342 and any rules or regulations adopted under Minnesota Statutes Chapter 342 by the State of Minnesota or the Office of Cannabis Management.
2. The County of Nicollet is authorized to adopt, administer, and enforce within the jurisdictional limits of Lafayette Township any ordinances, laws, regulations, or registration requirements concerning cannabis including, but not limited to, the adoption of a moratorium and the adoption of a limit on the number of retailer registrations issued as allowed under Minnesota Statutes Chapter 342.
3. The County of Nicollet is authorized and has the consent of Lafayette Township to review and certify to the Office of Cannabis Management if the business applying for a license in Lafayette Township complies with local zoning ordinances and, if applicable, state fire and building codes. Lafayette Township shall provide the County of Nicollet, within 30 days of receipt of the license application, with any additional information it believes is relevant to the license review and the County of Nicollet shall attach such information to the certification materials submitted to the Office of Cannabis Management.
4. The County of Nicollet is authorized and has the consent of Lafayette Township to register and enforce all registration requirements, including but not limited to compliance checks and registration suspension related actions, under Minnesota Statute §342.22. Any fees or penalties collected for registration and enforcement will remain entirely with the County of Nicollet. The parties will retain any Local Government Cannabis Aid allocated to them by the State of Minnesota.
5. The County of Nicollet will annually provide sufficient funding for the administration, enforcement and registration of the possession, sale and use of cannabis within the jurisdiction limits of Lafayette Township. Source of funds shall be through State grant

funds, County cannabis aid funds, general revenue funds, and the collection of fees and penalties as established by the County of Nicollet.

6. Any ordinance adopted by the County of Nicollet with regards to cannabis shall be construed to supersede any local municipal regulation or ordinance to the extent the local municipal regulation is less restrictive. Where the conditions imposed by any ordinance provision are either more restrictive or less restrictive than comparable conditions imposed by any other law, ordinance, statute, resolution or regulation of any kind, the regulations which are more restrictive, or which impose higher standards or requirements shall prevail.
7. The parties to this agreement will be subject to and follow the terms of the Minnesota Government Data Practice Act as provided under Minnesota Statutes Chapter 13 for all requests for access to data. The County of Nicollet shall maintain all records, accounts and reports for the regulation and registration of cannabis.
8. The County of Nicollet shall account for any funds and the County of Nicollet shall provide a report of all receipts and disbursements upon request. If any surplus property or funds are obtained through this joint powers agreement they shall be distributed to the County of Nicollet in the event this agreement is terminated.
9. Nicollet County shall be solely responsible for the compensation of its employees and elected members, including specifically but not exclusively worker's compensation insurance and all taxes, while performing their duties under this agreement. Lafayette Township shall be solely responsible for the compensation of its employees and elected members, including specifically but not exclusively worker's compensation insurance and all taxes, while performing their duties under this agreement. No employee of Nicollet County shall become an employee of Lafayette Township, and no employee of Lafayette Township shall become an employee of Nicollet County, by virtue of this agreement.
10. All responsibilities not specifically set out to be jointly exercised by the Parties under this Agreement are hereby reserved to the Parties individually. Nothing in this Agreement shall act as a waiver by a participating Party of its individual power and legal authority to provide services.
11. Indemnification and Hold Harmless:

To the full extent permitted by law, actions by the Parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the Parties that they shall be deemed a "single governmental unit" for the purpose of liability, as set forth in Minnesota Statutes, Section 471.59, subd. 1a(a); provided further that for purposes of that statute, each Party to this Agreement expressly declines responsibility for the acts or omissions of the other Party.

The Parties of this Agreement are not liable for the acts or omissions of the other participants to this Agreement except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other Parties.

This agreement may be amended by mutual agreement of the County of Nicollet and the Lafayette Township by resolutions of their respective boards.

This agreement shall become effective upon signature of all duly authorized signatures, and shall remain in effect until terminated by agreement of the parties or thirty days after written notice of termination by either party.

County of Nicollet
Board Chair

Date

Wayne W. Wells, Clerk
Lafayette Township

10/14/24
Date

**JOINT POWERS AGREEMENT BETWEEN THE
COUNTY OF NICOLLET AND NEW SWEDEN TOWNSHIP
FOR THE ENFORCEMENT AND REGULATION OF CANNABIS**

This agreement is made between the County of Nicollet and New Sweden Township for administration and regulation of cannabis as regulated under Minnesota Chapter 342 and the rules and regulations promulgated thereunder.

This agreement is authorized by Minnesota Statutes § 342.22, subdivision 1 and Minnesota Statutes § 471.59.

The County of Nicollet and New Sweden Township agree that:

1. The County of Nicollet will act in place of New Sweden Township as the local government unit for the regulation and enforcement of cannabis under Minnesota Statutes Chapter 342 and any rules or regulations adopted under Minnesota Statutes Chapter 342 by the State of Minnesota or the Office of Cannabis Management.
2. The County of Nicollet is authorized to adopt, administer, and enforce within the jurisdictional limits of New Sweden Township any ordinances, laws, regulations, or registration requirements concerning cannabis including, but not limited to, the adoption of a moratorium and the adoption of a limit on the number of retailer registrations issued as allowed under Minnesota Statutes Chapter 342.
3. The County of Nicollet is authorized and has the consent of New Sweden Township to review and certify to the Office of Cannabis Management if the business applying for a license in New Sweden Township complies with local zoning ordinances and, if applicable, state fire and building codes. New Sweden Township shall provide the County of Nicollet, within 30 days of receipt of the license application, with any additional information it believes is relevant to the license review and the County of Nicollet shall attach such information to the certification materials submitted to the Office of Cannabis Management.
4. The County of Nicollet is authorized and has the consent of New Sweden Township to register and enforce all registration requirements, including but not limited to compliance checks and registration suspension related actions, under Minnesota Statute §342.22. Any fees or penalties collected for registration and enforcement will remain entirely with the County of Nicollet. The parties will retain any Local Government Cannabis Aid allocated to them by the State of Minnesota.
5. The County of Nicollet will annually provide sufficient funding for the administration, enforcement and registration of the possession, sale and use of cannabis within the jurisdiction limits of New Sweden Township. Source of funds shall be through State

grant funds, County cannabis aid funds, general revenue funds, and the collection of fees and penalties as established by the County of Nicollet.

6. Any ordinance adopted by the County of Nicollet with regards to cannabis shall be construed to supersede any local municipal regulation or ordinance to the extent the local municipal regulation is less restrictive. Where the conditions imposed by any ordinance provision are either more restrictive or less restrictive than comparable conditions imposed by any other law, ordinance, statute, resolution or regulation of any kind, the regulations which are more restrictive, or which impose higher standards or requirements shall prevail.
7. The parties to this agreement will be subject to and follow the terms of the Minnesota Government Data Practice Act as provided under Minnesota Statutes Chapter 13 for all requests for access to data. The County of Nicollet shall maintain all records, accounts and reports for the regulation and registration of cannabis.
8. The County of Nicollet shall account for any funds and the County of Nicollet shall provide a report of all receipts and disbursements upon request. If any surplus property or funds are obtained through this joint powers agreement they shall be distributed to the County of Nicollet in the event this agreement is terminated.
9. Nicollet County shall be solely responsible for the compensation of its employees and elected members, including specifically but not exclusively worker's compensation insurance and all taxes, while performing their duties under this agreement. New Sweden Township shall be solely responsible for the compensation of its employees and elected members, including specifically but not exclusively worker's compensation insurance and all taxes, while performing their duties under this agreement. No employee of Nicollet County shall become an employee of New Sweden Township, and no employee of New Sweden Township shall become an employee of Nicollet County, by virtue of this agreement.
10. All responsibilities not specifically set out to be jointly exercised by the Parties under this Agreement are hereby reserved to the Parties individually. Nothing in this Agreement shall act as a waiver by a participating Party of its individual power and legal authority to provide services.
11. Indemnification and Hold Harmless:

To the full extent permitted by law, actions by the Parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the Parties that they shall be deemed a "single governmental unit" for the purpose of liability, as set forth in Minnesota Statutes, Section 471.59, subd. 1a(a); provided further that for purposes of that statute, each Party to this Agreement expressly declines responsibility for the acts or omissions of the other Party.

The Parties of this Agreement are not liable for the acts or omissions of the other participants to this Agreement except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other Parties.

This agreement may be amended by mutual agreement of the County of Nicollet and the New Sweden Township by resolutions of their respective boards.

This agreement shall become effective upon signature of all duly authorized signatures, and shall remain in effect until terminated by agreement of the parties or thirty days after written notice of termination by either party.

County of Nicollet
Board Chair

Date

Byron Norell

New Sweden Township

Nov 11, 2024

Date

**JOINT POWERS AGREEMENT BETWEEN THE
COUNTY OF NICOLLET AND NICOLLET TOWNSHIP
FOR THE ENFORCEMENT AND REGULATION OF CANNABIS**

This agreement is made between the County of Nicollet and Nicollet Township for administration and regulation of cannabis as regulated under Minnesota Chapter 342 and the rules and regulations promulgated thereunder.

This agreement is authorized by Minnesota Statutes § 342.22, subdivision 1 and Minnesota Statutes § 471.59.

The County of Nicollet and Nicollet Township agree that:

1. The County of Nicollet will act in place of Nicollet Township as the local government unit for the regulation and enforcement of cannabis under Minnesota Statutes Chapter 342 and any rules or regulations adopted under Minnesota Statutes Chapter 342 by the State of Minnesota or the Office of Cannabis Management.
2. The County of Nicollet is authorized to adopt, administer, and enforce within the jurisdictional limits of Nicollet Township any ordinances, laws, regulations, or registration requirements concerning cannabis including, but not limited to, the adoption of a moratorium and the adoption of a limit on the number of retailer registrations issued as allowed under Minnesota Statutes Chapter 342.
3. The County of Nicollet is authorized and has the consent of Nicollet Township to review and certify to the Office of Cannabis Management if the business applying for a license in Nicollet Township complies with local zoning ordinances and, if applicable, state fire and building codes. Nicollet Township shall provide the County of Nicollet, within 30 days of receipt of the license application, with any additional information it believes is relevant to the license review and the County of Nicollet shall attach such information to the certification materials submitted to the Office of Cannabis Management.
4. The County of Nicollet is authorized and has the consent of Nicollet Township to register and enforce all registration requirements, including but not limited to compliance checks and registration suspension related actions, under Minnesota Statute §342.22. Any fees or penalties collected for registration and enforcement will remain entirely with the County of Nicollet. The parties will retain any Local Government Cannabis Aid allocated to them by the State of Minnesota.
5. The County of Nicollet will annually provide sufficient funding for the administration, enforcement and registration of the possession, sale and use of cannabis within the jurisdiction limits of Nicollet Township. Source of funds shall be through State grant

funds, County cannabis aid funds, general revenue funds, and the collection of fees and penalties as established by the County of Nicollet.

6. Any ordinance adopted by the County of Nicollet with regards to cannabis shall be construed to supersede any local municipal regulation or ordinance to the extent the local municipal regulation is less restrictive. Where the conditions imposed by any ordinance provision are either more restrictive or less restrictive than comparable conditions imposed by any other law, ordinance, statute, resolution or regulation of any kind, the regulations which are more restrictive, or which impose higher standards or requirements shall prevail.
7. The parties to this agreement will be subject to and follow the terms of the Minnesota Government Data Practice Act as provided under Minnesota Statutes Chapter 13 for all requests for access to data. The County of Nicollet shall maintain all records, accounts and reports for the regulation and registration of cannabis.
8. The County of Nicollet shall account for any funds and the County of Nicollet shall provide a report of all receipts and disbursements upon request. If any surplus property or funds are obtained through this joint powers agreement they shall be distributed to the County of Nicollet in the event this agreement is terminated.
9. Nicollet County shall be solely responsible for the compensation of its employees and elected members, including specifically but not exclusively worker's compensation insurance and all taxes, while performing their duties under this agreement. Nicollet Township shall be solely responsible for the compensation of its employees and elected members, including specifically but not exclusively worker's compensation insurance and all taxes, while performing their duties under this agreement. No employee of Nicollet County shall become an employee of Nicollet Township, and no employee of Nicollet Township shall become an employee of Nicollet County, by virtue of this agreement.
10. All responsibilities not specifically set out to be jointly exercised by the Parties under this Agreement are hereby reserved to the Parties individually. Nothing in this Agreement shall act as a waiver by a participating Party of its individual power and legal authority to provide services.
11. Indemnification and Hold Harmless:

To the full extent permitted by law, actions by the Parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the Parties that they shall be deemed a "single governmental unit" for the purpose of liability, as set forth in Minnesota Statutes, Section 471.59, subd. 1a(a); provided further that for purposes of that statute, each Party to this Agreement expressly declines responsibility for the acts or omissions of the other Party.

The Parties of this Agreement are not liable for the acts or omissions of the other participants to this Agreement except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other Parties.

This agreement may be amended by mutual agreement of the County of Nicollet and the Nicollet Township by resolutions of their respective boards.

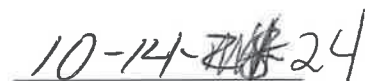
This agreement shall become effective upon signature of all duly authorized signatures, and shall remain in effect until terminated by agreement of the parties or thirty days after written notice of termination by either party.

County of Nicollet
Board Chair

Date



Nicollet Township



Date

**JOINT POWERS AGREEMENT BETWEEN THE
COUNTY OF NICOLLET AND OSHAWA TOWNSHIP
FOR THE ENFORCEMENT AND REGULATION OF CANNABIS**

This agreement is made between the County of Nicollet and Oshawa Township for administration and regulation of cannabis as regulated under Minnesota Chapter 342 and the rules and regulations promulgated thereunder.

This agreement is authorized by Minnesota Statutes § 342.22, subdivision 1 and Minnesota Statutes § 471.59.

The County of Nicollet and Oshawa Township agree that:

1. The County of Nicollet will act in place of Oshawa Township as the local government unit for the regulation and enforcement of cannabis under Minnesota Statutes Chapter 342 and any rules or regulations adopted under Minnesota Statutes Chapter 342 by the State of Minnesota or the Office of Cannabis Management.
2. The County of Nicollet is authorized to adopt, administer, and enforce within the jurisdictional limits of Oshawa Township any ordinances, laws, regulations, or registration requirements concerning cannabis including, but not limited to, the adoption of a moratorium and the adoption of a limit on the number of retailer registrations issued as allowed under Minnesota Statutes Chapter 342.
3. The County of Nicollet is authorized and has the consent of Oshawa Township to review and certify to the Office of Cannabis Management if the business applying for a license in Oshawa Township complies with local zoning ordinances and, if applicable, state fire and building codes. Oshawa Township shall provide the County of Nicollet, within 30 days of receipt of the license application, with any additional information it believes is relevant to the license review and the County of Nicollet shall attach such information to the certification materials submitted to the Office of Cannabis Management.
4. The County of Nicollet is authorized and has the consent of Oshawa Township to register and enforce all registration requirements, including but not limited to compliance checks and registration suspension related actions, under Minnesota Statute §342.22. Any fees or penalties collected for registration and enforcement will remain entirely with the County of Nicollet. The parties will retain any Local Government Cannabis Aid allocated to them by the State of Minnesota.
5. The County of Nicollet will annually provide sufficient funding for the administration, enforcement and registration of the possession, sale and use of cannabis within the jurisdiction limits of Oshawa Township. Source of funds shall be through State grant

funds, County cannabis aid funds, general revenue funds, and the collection of fees and penalties as established by the County of Nicollet.

6. Any ordinance adopted by the County of Nicollet with regards to cannabis shall be construed to supersede any local municipal regulation or ordinance to the extent the local municipal regulation is less restrictive. Where the conditions imposed by any ordinance provision are either more restrictive or less restrictive than comparable conditions imposed by any other law, ordinance, statute, resolution or regulation of any kind, the regulations which are more restrictive, or which impose higher standards or requirements shall prevail.
7. The parties to this agreement will be subject to and follow the terms of the Minnesota Government Data Practice Act as provided under Minnesota Statutes Chapter 13 for all requests for access to data. The County of Nicollet shall maintain all records, accounts and reports for the regulation and registration of cannabis.
8. The County of Nicollet shall account for any funds and the County of Nicollet shall provide a report of all receipts and disbursements upon request. If any surplus property or funds are obtained through this joint powers agreement they shall be distributed to the County of Nicollet in the event this agreement is terminated.
9. Nicollet County shall be solely responsible for the compensation of its employees and elected members, including specifically but not exclusively worker's compensation insurance and all taxes, while performing their duties under this agreement. Oshawa Township shall be solely responsible for the compensation of its employees and elected members, including specifically but not exclusively worker's compensation insurance and all taxes, while performing their duties under this agreement. No employee of Nicollet County shall become an employee of Oshawa Township, and no employee of Oshawa Township shall become an employee of Nicollet County, by virtue of this agreement.
10. All responsibilities not specifically set out to be jointly exercised by the Parties under this Agreement are hereby reserved to the Parties individually. Nothing in this Agreement shall act as a waiver by a participating Party of its individual power and legal authority to provide services.
11. Indemnification and Hold Harmless:

To the full extent permitted by law, actions by the Parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the Parties that they shall be deemed a "single governmental unit" for the purpose of liability, as set forth in Minnesota Statutes, Section 471.59, subd. 1a(a); provided further that for purposes of that statute, each Party to this Agreement expressly declines responsibility for the acts or omissions of the other Party.

The Parties of this Agreement are not liable for the acts or omissions of the other participants to this Agreement except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other Parties.

This agreement may be amended by mutual agreement of the County of Nicollet and the Oshawa Township by resolutions of their respective boards.

This agreement shall become effective upon signature of all duly authorized signatures, and shall remain in effect until terminated by agreement of the parties or thirty days after written notice of termination by either party.

County of Nicollet
Board Chair

Date



Oshawa Township

11-12-2024
Date

**JOINT POWERS AGREEMENT BETWEEN THE
COUNTY OF NICOLLET AND WEST NEWTON TOWNSHIP
FOR THE ENFORCEMENT AND REGULATION OF CANNABIS**

This agreement is made between the County of Nicollet and West Newton Township for administration and regulation of cannabis as regulated under Minnesota Chapter 342 and the rules and regulations promulgated thereunder.

This agreement is authorized by Minnesota Statutes § 342.22, subdivision 1 and Minnesota Statutes § 471.59.

The County of Nicollet and West Newton Township agree that:

1. The County of Nicollet will act in place of West Newton Township as the local government unit for the regulation and enforcement of cannabis under Minnesota Statutes Chapter 342 and any rules or regulations adopted under Minnesota Statutes Chapter 342 by the State of Minnesota or the Office of Cannabis Management.
2. The County of Nicollet is authorized to adopt, administer, and enforce within the jurisdictional limits of West Newton Township any ordinances, laws, regulations, or registration requirements concerning cannabis including, but not limited to, the adoption of a moratorium and the adoption of a limit on the number of retailer registrations issued as allowed under Minnesota Statutes Chapter 342.
3. The County of Nicollet is authorized and has the consent of West Newton Township to review and certify to the Office of Cannabis Management if the business applying for a license in West Newton Township complies with local zoning ordinances and, if applicable, state fire and building codes. West Newton Township shall provide the County of Nicollet, within 30 days of receipt of the license application, with any additional information it believes is relevant to the license review and the County of Nicollet shall attach such information to the certification materials submitted to the Office of Cannabis Management.
4. The County of Nicollet is authorized and has the consent of West Newton Township to register and enforce all registration requirements, including but not limited to compliance checks and registration suspension related actions, under Minnesota Statute §342.22. Any fees or penalties collected for registration and enforcement will remain entirely with the County of Nicollet. The parties will retain any Local Government Cannabis Aid allocated to them by the State of Minnesota.
5. The County of Nicollet will annually provide sufficient funding for the administration, enforcement and registration of the possession, sale and use of cannabis within the jurisdiction limits of West Newton Township. Source of funds shall be through State

grant funds, County cannabis aid funds, general revenue funds, and the collection of fees and penalties as established by the County of Nicollet.

6. Any ordinance adopted by the County of Nicollet with regards to cannabis shall be construed to supersede any local municipal regulation or ordinance to the extent the local municipal regulation is less restrictive. Where the conditions imposed by any ordinance provision are either more restrictive or less restrictive than comparable conditions imposed by any other law, ordinance, statute, resolution or regulation of any kind, the regulations which are more restrictive, or which impose higher standards or requirements shall prevail.
7. The parties to this agreement will be subject to and follow the terms of the Minnesota Government Data Practice Act as provided under Minnesota Statutes Chapter 13 for all requests for access to data. The County of Nicollet shall maintain all records, accounts and reports for the regulation and registration of cannabis.
8. The County of Nicollet shall account for any funds and the County of Nicollet shall provide a report of all receipts and disbursements upon request. If any surplus property or funds are obtained through this joint powers agreement they shall be distributed to the County of Nicollet in the event this agreement is terminated.
9. Nicollet County shall be solely responsible for the compensation of its employees and elected members, including specifically but not exclusively worker's compensation insurance and all taxes, while performing their duties under this agreement. West Newton Township shall be solely responsible for the compensation of its employees and elected members, including specifically but not exclusively worker's compensation insurance and all taxes, while performing their duties under this agreement. No employee of Nicollet County shall become an employee of West Newton Township, and no employee of West Newton Township shall become an employee of Nicollet County, by virtue of this agreement.
10. All responsibilities not specifically set out to be jointly exercised by the Parties under this Agreement are hereby reserved to the Parties individually. Nothing in this Agreement shall act as a waiver by a participating Party of its individual power and legal authority to provide services.
11. Indemnification and Hold Harmless:

To the full extent permitted by law, actions by the Parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the Parties that they shall be deemed a "single governmental unit" for the purpose of liability, as set forth in Minnesota Statutes, Section 471.59, subd. 1a(a); provided further that for purposes of that statute, each Party to this Agreement expressly declines responsibility for the acts or omissions of the other Party.

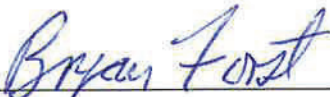
The Parties of this Agreement are not liable for the acts or omissions of the other participants to this Agreement except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other Parties.

This agreement may be amended by mutual agreement of the County of Nicollet and the West Newton Township by resolutions of their respective boards.

This agreement shall become effective upon signature of all duly authorized signatures, and shall remain in effect until terminated by agreement of the parties or thirty days after written notice of termination by either party.

County of Nicollet
Board Chair

Date



West Newton Township



Date



November 26, 2024
OFFICIAL PROCEEDINGS OF THE
NICOLLET COUNTY DRAINAGE AUTHORITY

The Nicollet County Drainage Authority met in regular session on Tuesday, November 26, 2024, following adjournment of the regular Board of Commissioners meeting. Commissioners Morrow, Dranttel, Kolars, Dehen, and Zins were in attendance. County Administrator Mandy Landkamer and County Attorney Zehnder Fischer were also present.

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 Dranttel to approve the consent agenda item as follows:

- a. November 12, 2024 Drainage Authority Minutes

Carried unanimously.

Public Appearances:

There were no public appearances.

Pulic Works:

Consider Addendum 1 and 2 Recommendations for CD 86A Pumping Station

Ditch Inspector Henry requested approval to implement the recommendations of Addendums 1 and 2 for CD 86A pumping station as provided by Houston Engineering, Inc.

Tim Waibel expressed concerns about removing the pumps, suggesting instead that they be left in place year-round and the chambers flooded, as the area is enclosed on three sides and he doesn't believe freezing will occur. He also raised issues regarding the potential dissatisfaction of landowners due to the costs associated with removing the pumps.

Les Brandes shared his concern about the slide gate freezing shut.

The Board recommended that Ditch Inspector Henry discuss these concerns with Chris Otterness from HEI.

Motion by Commissioner Dehen and seconded by Commissioner Dranttel to approve the Addendums 1 and 2 recommendations for the CD 86A Pumping Station.

Adjourn

The meeting was adjourned at 10:34 a.m.

TERRY MORROW, CHAIR
BOARD OF COMMISSIONERS

ATTEST:

MANDY LANDKAMER,
CLERK TO THE BOARD

DRAFT

Nicollet County Drainage Authority

Meeting Agenda Item

**Agenda Item:**

Consider ditch repair reports 24-026 through 24-031 and 24-035

Primary Originating Division/Dept.: Public Works

Meeting Date: 12/17/2024

Contact: Nate Henry

Title: Drainage Inspector

Item Type:
(Select One) Consent Agenda

Amount of Time Requested: minutes

Presenter:

Title:

Attachments: ☒ Yes ☐ No

County Strategy:
(Select One)

Facilities and Space - preserve, maintain and build our assets

BACKGROUND/JUSTIFICATION:

See attached ditch repair reports

Supporting Documents: ☒ Attached ☐ In Signature Folder ☐ None

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

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

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

ACTION REQUESTED:

Approve ditch repair reports 24-026 through 24-031 and 24-035

FISCAL IMPACT: Other
(Select One)

If "Other", specify: Ditch system

FTE IMPACT: No FTE change
(Select One)

If "Increase or "Decrease," specify:

Related Financial/FTE Comments:

FUNDING

County Dollars = 0

State

(Select One)

Total: \$17,500.00

Nicollet County DRAINAGE DEPARTMENT REPAIR REPORT

For Staff Documentation & Contractor Information

County Ditch 9-A Repair #24-026



OVERVIEW

Date Repair Was Created:	2024-10-09	Branch:	Main ditch
Problem/Proposed Work:	A surface intake pipe has been washed out and needs to be repaired. The CMP will be reused and a 24" apron installed.		
Ditch Repair:			
Tile Repair:			
FEMA Event:	None	FEMA Date:	None

REPAIR LOCATION DETAILS

Commissioner District:	2	Township:	Bernadotte
Twp:	111N	Range:	29W
Section:	2	Qtr-Qtr Section:	
Latitude:	44.448729783738194	Longitude:	-94.29109977615865
Parcel Number:	02.002.0500		
Location Details			

PERSON REQUESTING REPAIR

Nicollet County DRAINAGE DEPARTMENT REPAIR REPORT

For Staff Documentation & Contractor Information

Name	Address	Phone
Monty Hulke	52220 county road 21	None

LANDOWNER

Name	Address	Phone
Monty Hulke	52220 county road 21	None

STATUS LOG

Action	Date	Initials	Notes
For Review	10/09/2024	nhenry	None

DRAINAGE AUTHORITY ACTIONS

Action	Date	Board Date	Initials	Notes
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REPAIR ESTIMATES

Order	Date	Contractor	Total Cost	Notes
1	2024-10-09	Lafayette Excavating	1500	

REPAIR INVOICES

Order	Date	Contractor	%Complete	Total Cost	Notes
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INSPECTION LOG

Date	Initials	Notes
2024-10-09	nhenry	The ditch was inspected and the intake was located and marked with a pink lath for repair

Nicollet County
DRAINAGE DEPARTMENT
REPAIR REPORT

For Staff Documentation & Contractor Information

INSPECTION PHOTOS

Date (10/09/2024) - Inspector(nhenry)

No photos

Nicollet County DRAINAGE DEPARTMENT REPAIR REPORT

For Staff Documentation & Contractor Information

County Ditch 62-A Repair #24-027



OVERVIEW

Date Repair Was Created:	2024-10-16	Branch:	Lat C and Br 7
Problem/Proposed Work:	A tile intake on Br 7 needs to be repaired and the landowner is requesting the inspection T on Lat C be cut off capped and buried.		
Ditch Repair:			
Tile Repair:			
FEMA Event:	None	FEMA Date:	None

REPAIR LOCATION DETAILS

Commissioner District:	1	Township:	New Sweden
Twp:	111N	Range:	28W
Section:	24	Qtr-Qtr Section:	
Latitude:	44.41074366598818	Longitude:	-94.14022077724363
Parcel Number:	08.024.0100		
Location Details			

PERSON REQUESTING REPAIR

Nicollet County
DRAINAGE DEPARTMENT
REPAIR REPORT

For Staff Documentation & Contractor Information

Name	Address	Phone
Harold Rodning	44562 Co RD 15	None

LANDOWNER

Name	Address	Phone
Harold Rodning	44562 Co RD 15	None

STATUS LOG

Action	Date	Initials	Notes
For Review	10/16/2024	nhenry	None

DRAINAGE AUTHORITY ACTIONS

Action	Date	Board Date	Initials	Notes
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REPAIR ESTIMATES

Order	Date	Contractor	Total Cost	Notes
1	2024-10-16	Lafayette Excavating	2500	

REPAIR INVOICES

Order	Date	Contractor	%Complete	Total Cost	Notes
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INSPECTION LOG

Date	Initials	Notes
2024-10-16	nhenry	the ditch was inspected and the tile intakes marked with a pink lath

Nicollet County
DRAINAGE DEPARTMENT
REPAIR REPORT

For Staff Documentation & Contractor Information

INSPECTION PHOTOS

Date (10/16/2024) - Inspector(nhenry)

No photos

**Nicollet County
DRAINAGE DEPARTMENT
REPAIR REPORT**

For Staff Documentation & Contractor Information

Name	Address	Phone
Loren Brey	41805 561st LN	None

LANDOWNER

Name	Address	Phone
Loren Brey	41805 561st LN	None

STATUS LOG

Action	Date	Initials	Notes
For Review	10/16/2024	nhenry	None

DRAINAGE AUTHORITY ACTIONS

Action	Date	Board Date	Initials	Notes
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REPAIR ESTIMATES

Order	Date	Contractor	Total Cost	Notes
1	2024-10-16	Lafayette Excavating	6000	

REPAIR INVOICES

Order	Date	Contractor	%Complete	Total Cost	Notes
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INSPECTION LOG

Date	Initials	Notes
2024-10-16	nhenry	the ditch was inspected and the hole marked with a pink lath

Nicollet County
DRAINAGE DEPARTMENT
REPAIR REPORT

For Staff Documentation & Contractor Information

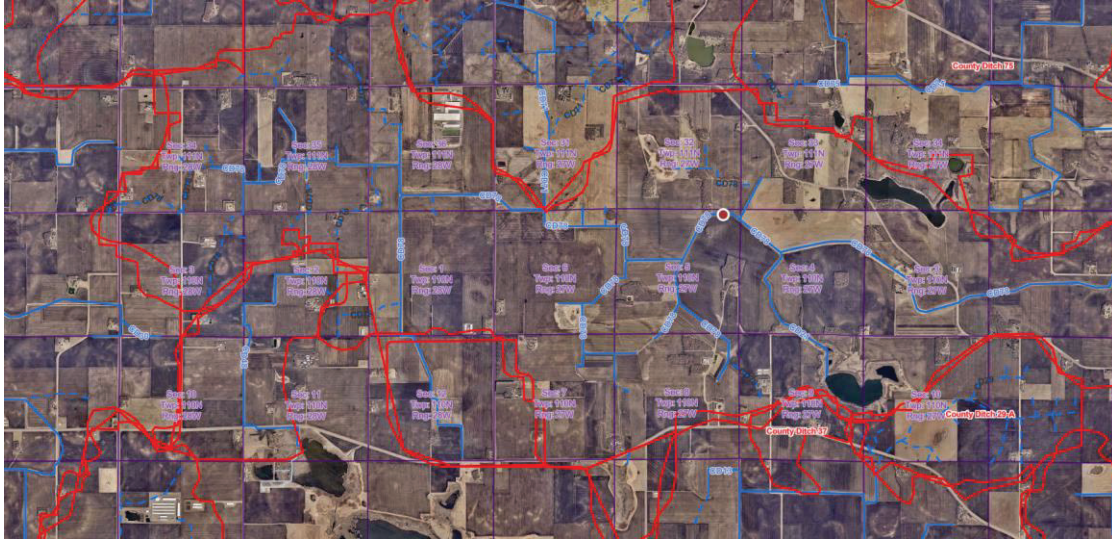
INSPECTION PHOTOS

Date (10/16/2024) - Inspector(nhenry)

No photos

For Staff Documentation & Contractor Information

County Ditch 78 Repair #24-029



OVERVIEW

Date Repair Was Created:	2024-10-16	Branch:	Beavers have built a dam in the county ditch. Landowners are requesting the ditch system remove the dam and trap the beavers. The beavers will be paid at \$50.00/tail.
Problem/Proposed Work:			
Ditch Repair:			
Tile Repair:			
FEMA Event:	None	FEMA Date:	None

REPAIR LOCATION DETAILS

Commissioner District:	1	Township:	Traverse
Twp:	110N	Range:	27W
Section:	5	Qtr-Qtr Section:	
Latitude:		Longitude:	

Nicollet County
DRAINAGE DEPARTMENT
REPAIR REPORT

For Staff Documentation & Contractor Information

Parcel Number:	12.745.0010
Location Details	

PERSON REQUESTING REPAIR

Name	Address	Phone
Ditch inspector	None	None

LANDOWNER

Name	Address	Phone
Marlene Hoen	14430 beverly ln	None

STATUS LOG

Action	Date	Initials	Notes
For Review	10/16/2024	nhenry	None

DRAINAGE AUTHORITY ACTIONS

Action	Date	Board Date	Initials	Notes
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REPAIR ESTIMATES

Order	Date	Contractor	Total Cost	Notes
1	2024-10-16	Sample Vendor	500	

REPAIR INVOICES

Order	Date	Contractor	%Complete	Total Cost	Notes
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INSPECTION LOG

Nicollet County
DRAINAGE DEPARTMENT
REPAIR REPORT

For Staff Documentation & Contractor Information

Date	Initials	Notes
2024-10-16	nhenry	site was inspected and marked

INSPECTION PHOTOS

Date (10/16/2024) - Inspector(nhenry)

No photos

Nicollet County DRAINAGE DEPARTMENT REPAIR REPORT

For Staff Documentation & Contractor Information

County Ditch 71-A Repair #24-030



OVERVIEW

Date Repair Was Created:	2024-10-24	Branch:	5
Problem/Proposed Work:	There are two holes in the field above the county tile line. The landowner is requesting the ditch system repair the county tile.		
Ditch Repair:			
Tile Repair:			
FEMA Event:	None	FEMA Date:	None

REPAIR LOCATION DETAILS

Commissioner District:	1	Township:	Lake Prairie
Twp:	111N	Range:	27W
Section:	30	Qtr-Qtr Section:	
Latitude:	44.38493190116401	Longitude:	-94.11483722506213
Parcel Number:	07.030.0805		
Location Details			

PERSON REQUESTING REPAIR

Nicollet County
DRAINAGE DEPARTMENT
REPAIR REPORT

For Staff Documentation & Contractor Information

Name	Address	Phone
Bauer Lori	42098 County Road 15	None

LANDOWNER

Name	Address	Phone
Bauer Lori	42098 County Road 15	None

STATUS LOG

Action	Date	Initials	Notes
For Review	10/24/2024	nhenry	None

DRAINAGE AUTHORITY ACTIONS

Action	Date	Board Date	Initials	Notes
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REPAIR ESTIMATES

Order	Date	Contractor	Total Cost	Notes
1	2024-10-24	Lafayette Excavating	2000	

REPAIR INVOICES

Order	Date	Contractor	%Complete	Total Cost	Notes
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INSPECTION LOG

Date	Initials	Notes
2024-10-24	nhenry	The tile was inspected and the two holes marked with a pink lath.

Nicollet County
DRAINAGE DEPARTMENT
REPAIR REPORT

For Staff Documentation & Contractor Information

INSPECTION PHOTOS

Date (10/24/2024) - Inspector(nhenry)

No photos

Nicollet County DRAINAGE DEPARTMENT REPAIR REPORT

For Staff Documentation & Contractor Information

County Ditch 62-A Repair #24-031



OVERVIEW

Date Repair Was Created:	2024-10-24	Branch:	5
Problem/Proposed Work:	As part of the CD 62A project tile intake where suppose to cut down and removed. That never occurred and the landowner is requesting the ditch system cut off, bury and cap the county tile intakes..		
Ditch Repair:			
Tile Repair:			
FEMA Event:	None	FEMA Date:	None

REPAIR LOCATION DETAILS

Commissioner District:	1	Township:	New Sweden
Twtp:	111N	Range:	28W
Section:	14	Qtr-Qtr Section:	
Latitude:	44.42194227955732	Longitude:	-94.15173296134549
Parcel Number:	08.014.0400		
Location Details			

Nicollet County
DRAINAGE DEPARTMENT
REPAIR REPORT

For Staff Documentation & Contractor Information

PERSON REQUESTING REPAIR

Name	Address	Phone
Charles Johnson	44259 360th St	None

LANDOWNER

Name	Address	Phone
Charles Johnson	44259 360th St	None

STATUS LOG

Action	Date	Initials	Notes
For Review	10/24/2024	nhenry	None

DRAINAGE AUTHORITY ACTIONS

Action	Date	Board Date	Initials	Notes
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REPAIR ESTIMATES

Order	Date	Contractor	Total Cost	Notes
1	2024-10-24	Lafayette Excavating	3000	

REPAIR INVOICES

Order	Date	Contractor	%Complete	Total Cost	Notes
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INSPECTION LOG

Date	Initials	Notes
2024-10-24	nhenry	Met with landowner to discuss tile intakes and

**Nicollet County
DRAINAGE DEPARTMENT
REPAIR REPORT**

For Staff Documentation & Contractor Information

		agreed to cut and remove all intake from his farm
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INSPECTION PHOTOS

Date (10/24/2024) - Inspector(nhenry)

No photos

Nicollet County DRAINAGE DEPARTMENT REPAIR REPORT

For Staff Documentation & Contractor Information

County Ditch 46-A Repair #24-035



OVERVIEW

Date Repair Was Created:	2024-11-27	Branch:	Spur 1
Problem/Proposed Work:	The landowner is requesting the ditch system remove a metal ditch crossing from the open ditch. The landowner owns the property on both sides of the open ditch and the crossing is no longer needed. The landowner has signed and meets the parameters of the permanent crossing removal form.		
Ditch Repair:			
Tile Repair:			
FEMA Event:	None	FEMA Date:	None

REPAIR LOCATION DETAILS

Commissioner District:	2	Township:	Oshawa
Twp:	110N	Range:	27W
Section:	32	Qtr-Qtr Section:	
Latitude:	44.29710635764175	Longitude:	-94.10727822801763
Parcel Number:	10.132.0405		
Location Details			

Nicollet County DRAINAGE DEPARTMENT REPAIR REPORT

For Staff Documentation & Contractor Information

PERSON REQUESTING REPAIR

Name	Address	Phone
Nick peters	45047 417th Ave	None

LANDOWNER

Name	Address	Phone
Nick peters	45047 417th Ave	None

STATUS LOG

Action	Date	Initials	Notes
For Review	11/27/2024	nhenry	None

DRAINAGE AUTHORITY ACTIONS

Action	Date	Board Date	Initials	Notes
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REPAIR ESTIMATES

Order	Date	Contractor	Total Cost	Notes
1	2024-11-27	Sample Vendor	2000	

REPAIR INVOICES

Order	Date	Contractor	%Complete	Total Cost	Notes
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INSPECTION LOG

Date	Initials	Notes
2024-11-27	nhenry	The ditch was inspected and the crossing marked with a pink lath.

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

INSPECTION PHOTOS

Date (11/27/2024) - Inspector(nhenry)

No photos

(This application may have legal consequences and the landowner(s) should consult legal counsel before signing)

- Additional landowners as needed are attached hereto in Exhibit A.

- | | | | |
|------|-----------------|---|-----|
| Name | Nicholas Peters | % | 100 |
| Name | | % | |

Name %
Name %

6. Landowner's Attesting to the above facts:

Printed Name Nick Peters Signature [Signature] Dated 11/20/24
Printed Name Signature Dated
Printed Name Signature Dated
Printed Name Signature Dated

SECTION 2
DITCH INSPECTOR

1. Estimated cost to repair bridge or culvert:

\$ 20000 (B)

2. Estimated cost to permanently remove bridge or culvert

\$ 2000 (C)

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

Drainage Authority

0 (A) + 2000 (C) is less than 20000 (B)

☒ YES ☐ NO

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

[Signature] Dated 11-27-24
Ditch Inspector

SECTION 3
DRAINAGE AUTHORITY ORDER

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

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

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

Dated this day of , 20.

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

Chair, Nicollet County Drainage Authority

Attest:

Mandy Landkamer, County
Administrator, Clerk to the County
Board

Exhibit A

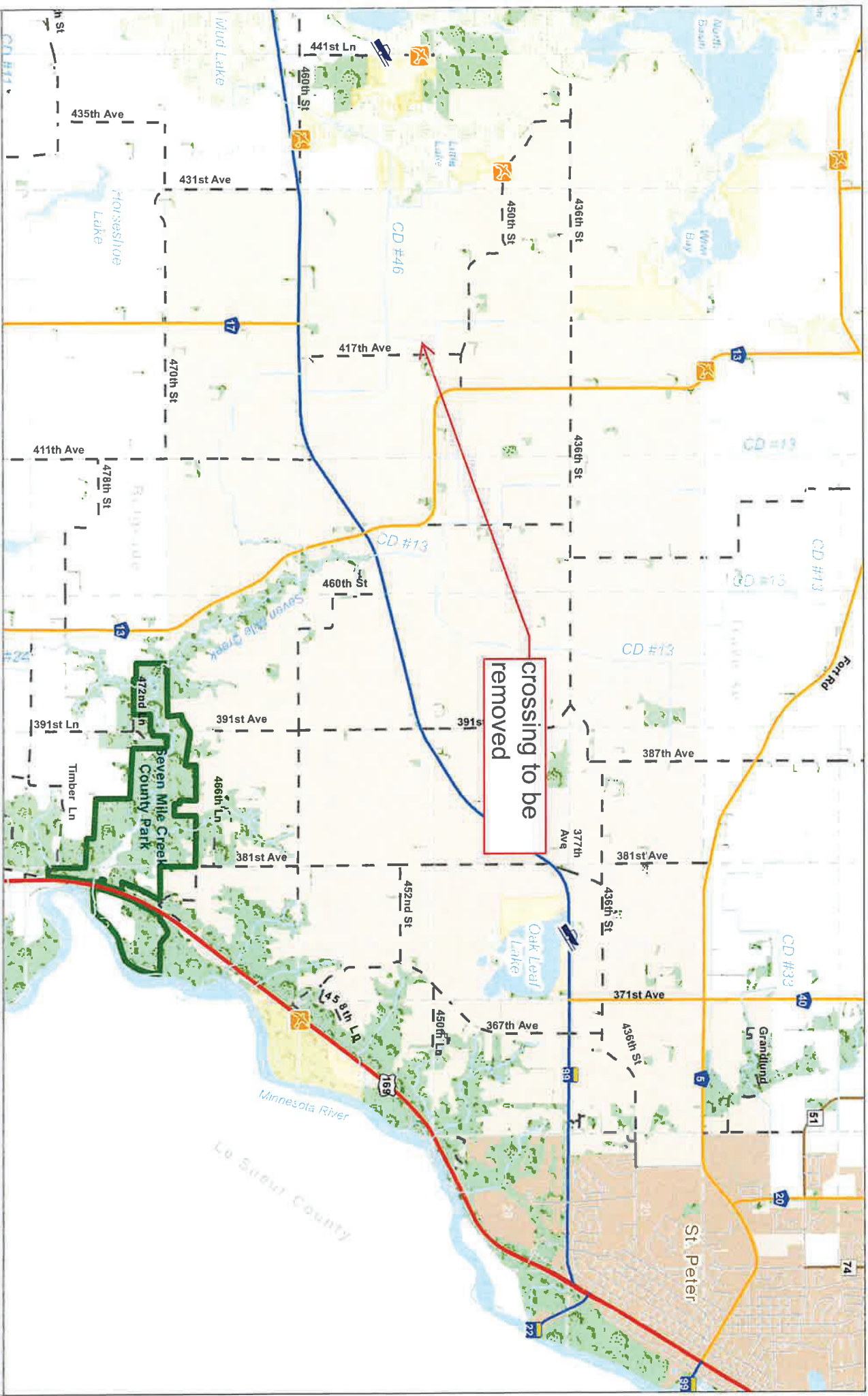
Landowners directly benefiting from removal of bridge or culvert – Continued:

Name
Address
Phone # Email Address
Cell #

Name
Address
Phone # Email Address
Cell #

Name
Address
Phone # Email Address
Cell #

Name
Address
Phone # Email Address
Cell #



Oshawa Township

T 109 - 110 N - R 26 - 28 W

This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of information from various sources and is to be used for reference purposes only. Nicollet County is not responsible for any inaccuracies herein contained. If discrepancies are found, please contact the Nicollet County Office of Technology.

Legend:

- US Highways
- State Highways
- County State Aid
- Township Roads
- City Streets
- Section Lines
- Public Access
- Water Access
- Public Wildlife Areas
- Woodland
- Water Features
- Wetlands

Scale: 0 0.25 0.5 1 Miles

Compass: N, S, E, W

Nicollet County