

Board of Commissioners Agenda

January 7, 2025

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

Election of Officers - 2025 Board of Commissioners

a. Chair b. Vice-Chair

1. Pledge of Allegiance

2. Silence Your Cell Phones

3. Approval of Agenda

4. Approval of Consent Agenda:

a. [December 17, 2024 Board Minutes](#)

b. [End of Probations](#)

c. [2025 Solid Waste Collection and Transportation Licenses](#)

d. [Consider Carver County Juvenile Detention Contract
with Blue Earth County](#)

e. [Consider Out of State Travel - Public Works](#)

f. Approval of bills

5. Public Appearances

9:05 a.m. 6. Sheriff's Office

a. [Consider 2025 State of Minnesota Federal Boating Safety
Supplemental Equipment Grant Contract Agreement](#)

9:10 a.m. 7. Human Resources

a. [Consider Resolution to Approve County Funds for Employee
Recognition Events](#)

9:15 a.m. 8. Finance

a. [Consider Nicollet County updated Procurement Policies](#)

b. [Consider Resolution to Delegate EFT Authority](#)

9:25 a.m. 9. Health & Human Services

a. [Consider Resolution to Approve the 2025 Health and Human Services:
Execution of Contracts and Agreements](#)

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

- b. Consider Revised Resolution to Approve Cassandra Sassenberg as Nicollet County's Community Health Services Administrator effective January 1, 2025
- c. Consider Approval of the 2025 Statewide Health Improvement Partnership (SHIP) Memorandum of Agreement

9:40 a.m.

10. Administration

- a. Consider Resolution to Approve the 2025 Board Meeting and Workshop Schedule
- b. Consider Resolution to Approve the 2025 Gopher Bounty
- c. Consider Resolution to Approve the Official Newspaper for Publications in 2025
- d. Consider Resolution for the Publication of Transportation Advertisement for Bids on the Nicollet County Website
- e. Consider Resolution Establishing the 2025 Committee and Board Assignments and Meetings that Qualify for a Per Diem Payment

10:00 a.m.

11. County Attorney

- a. Consider Delegation Agreements Related to Cannabis Zoning and Land Use
 - 1. Ridgely Township
 - 2. Courtland Township

10:05 a.m.

- 12. Informational Items
- 13. County Attorney Update
- 14. Chair's Report
- 15. Commissioner Committee Reports, Meetings & Conferences
- 16. Approve Per Diems and Expenses
- 17. Adjourn Board of Commissioners Meeting

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

10:15 a.m. Call Drainage Authority Meeting to Order: Chair

1. Approval of Agenda
2. Approval of Consent Agenda
 - a. [December 17, 2024 Drainage Authority Minutes](#)
3. Public Appearances

10:20 a.m. 4. Public Services

- a. [Set Public Hearing Date for CD38A Preliminary Engineers Report](#)
5. Adjourn Drainage Authority Meeting

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Board of Commissioners Agenda

January 7, 2025

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

Notice of Scheduled Meetings

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

Date	Time	Meeting	Location
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 MLK, 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 22-24	1:00 p.m.	AMC County Government 101	InterContinental Hotel - St. Paul Riverfront
January 27	7:00 p.m.	Planning & Zoning Commission (PZ) / Board of Adjustments & Appeals (BAA)	Gov. Center Board Room – St. Peter
January 28	9:00 a.m.	County Board of Commissioners Meeting	Gov. Center Board Room – St. Peter
January 28	*following Board adjournment	Drainage Authority Meeting	Gov. Center Board Room – St. Peter
January 31	8:00 a.m.	Strategic Planning Session	Gov. Center Board Room – St. Peter
February 4 - 5	7 a.m. – 6 p.m.	AMC Drainage Conference	Arrowwood Conf. Center - Alexandria
February 11	9:00 a.m.	County Board of Commissioners Meeting	Gov. Center Board Room – St. Peter
February 11	*following Board adjournment	Drainage Authority Meeting	Gov. Center Board Room – St. Peter
February 17	Offices Closed in Observance of President's Day		
February 18	8:15 a.m.	Individual Dept. Head Meeting - Finance	Gov. Center Board Room – St. Peter
February 18	9:00 a.m.	Board Workshop	Gov. Center Board Room – St. Peter
February 19	8:30 a.m.	Tri-County Solid Waste Joint Powers Mtg.	Gov. Center Board Room – St. Peter

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December 17, 2024
OFFICIAL PROCEEDINGS OF THE
BOARD OF COUNTY COMMISSIONERS

The Nicollet County Board of Commissioners met in regular session on Tuesday, December 17, 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 Kolars to approve the agenda as amended, with the Position Request for the Statewide Health Improvement Partnership (SHIP) Coordinator. Motion carried unanimously.

Consent Agenda:

1. November 26, 2024 Board Meeting Minutes
2. December 5, 2024 Budget and Tax Levy Minutes
3. End of Probations
4. Consider MN Department of Revenue Local Transit Sales and Use Tax Agreement
5. Consider Tri-County Mutual Aid Agreement Renewal
6. Consider Nicollet County State Grant Contract and Trails Association Agreement
7. Consider Public Works Facility Study/Master Planning Phase Agreement Amendment
8. Consider Legal Services Contract January 1, 2025 – December 31, 2025 (Weinandt)
9. Consider Legal Services Contract January 1, 2025 – December 31, 2025 (Smith)
10. Approval of Bills
11. Acknowledgement of the Auditor's Warrants and approval of the Commissioner Warrants as presented for the following amounts:
 - a. General Revenue Fund - \$560,237.44
 - b. Road & Bridge Fund - \$82,827.88
 - c. Human Services Fund - \$77,477.85

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

Public Appearances:

There were no public appearances.

Health and Human Services:

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

Director Sassenberg requested approval of the Provisional Delegation Agreement between the Minnesota Department of Health and Nicollet County Community Health Board. The Agreement allows for the inspections, 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 Nicollet County.

Motion by Commissioner Dranttel and seconded by Commissioner Kolars, to approve the Provisional Delegation Agreement between Minnesota Department of Health and Nicollet County Community Health Board. Motion carried unanimously.

Consider Position Request: Environmental Health Manager

Director Sassenberg requested approval for Jesse Harmon to assume the full-time position as the Environmental Health Manager for Nicollet County.

Motion by Commissioner Dehen and seconded by Commissioner Dranttel to approve the request for Jesse Harmon to assume the position of the Nicollet County Environmental Health Manager, effective January 1, 2025 and to retain his seniority and accumulated vacation and sick leave balances from his service in the Brown-Nicollet Community Health Board. Motion carried unanimously.

Consider Position Request: Statewide Health Improvement Partnership (SHIP) Coordinator

Director Sassenberg requested approval for Kristen Friedrichs to assume the position as the Statewide Health Improvement Partnership (SHIP) Coordinator for Nicollet County.

Motion by Commissioner Dehen and seconded by Commissioner Kolars to approve the request for Kristen Friedrichs to assume the position as the SHIP Coordinator, 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. Motion carried unanimously.

Finance:

Consider the 2025-2029 Capital Improvement Plan and Resolution

Director McCormick provided information on the 2025-2029 Capital Improvement Plan (CIP). The Plan identifies estimated capital expenditures and funding sources for a five-year period. Additionally, having a CIP allows the County Board, Administration, and Department Heads to make informed financial decisions on the County's capital improvement needs. Chair Morrow opened the meeting for public comment. No comments were received during the public comment portion and the public hearing was closed.

Motion by Commissioner Kolars and seconded by Commissioner Dehen to approve the 2025-2029 Capital Improvement Plan and Resolution. Motion carried unanimously on a roll call vote.

Administration:

Consider University of Minnesota Memorandum of Agreement 2025-2027

County Administrator Landkamer requested approval of the 2025-2027 University of Minnesota Memorandum Agreement. The Agreement is for the provision of local Extension programs and employing Extension staff.

Motion by Commissioner Kolars and seconded by Commissioner Dehen to approve the 2025-2027 University of Minnesota Memorandum Agreement. Motion carried unanimously.

Consider 2025 Fee Schedule and Resolution

Administrator Landkamer provided a summary of the proposed fee schedule amendments. Annually, department heads review the fee schedule and recommend changes as needed. Chair Morrow opened the meeting for public comment. No comments were received during the public comment portion and the public hearing was closed.

Motion by Commissioner Dehen and seconded by Commissioner Zins to approve the 2025 Fee Schedule and Resolution Motion carried unanimously on a roll call vote.

Consider 2025 Elected Officials Compensation and Per Diem Resolution

County Administrator Landkamer requested approval of the Resolution setting the 2025 salaries for the County Commissioners, the Sheriff, and the County Attorney and setting the per diem rate of \$70/day.

Motion by Commissioner Dranttel and seconded by Commissioner Kolars to approve the 2025 Elected Officials Compensation and Per Diem Resolution. Motion carried 4-1 on a roll call vote.

Consider 2025 Levy Resolution

County Administrator Landkamer requested approval of the 2025 Levy Resolution. This will set the 2025 Nicollet County Net property tax levy at \$27,335,294 or a 3.5% increase from the 2024 net property tax levy.

Motion by Commissioner Dehen and seconded by Commissioner Dranttel to approve 2025 Levy Resolution. Motions carried unanimously on a roll call vote.

Consider 2025 Budget Resolution

County Administrator Landkamer requested approval of the 2025 Budget Resolution. This will set the 2025 Nicollet County Budget at \$57,352,173.

Motion by Commissioner Dranttel and seconded by Commissioner Dehen to approve the 2025 Budget Resolution. Motion carried unanimously on a roll call vote.

Public Works:

Consider Warranty Agreement for Project SAP 052-615-025

Director Greenwood requested approval of the Warranty Agreement for Project SAP 052-615-025. The adoption of the warranty agreement by both the County and PCi will enable the County, in the future, to close out the SAP 052-615-025 construction contract with Mathiowetz Construction Co., once all project requirements and obligations have been fulfilled by Mathiowetz Construction Co.

Motion by Commissioner Zins and seconded by Commissioner Kolars to approve the Warranty Agreement for Project SAP 052-615-025. Motion carried unanimously.

Property Services:

Consider Resolution of the AgBMP Low-Interest Loan Project – Septic Lien

Director Kopet requested approval of the Resolution for the AgBMP Low-Interest Loan Project – Septic Lien. The Resolution will authorize the placement of special assessments on two parcels utilizing the AgBMP Loan Program for septic funding.

Motion by Commissioner Dehen and seconded by Commissioner Dranttel to approve the Resolution of the AgBMP Low-Interest Loan Project – Septic Lien. Motion carried unanimously on a roll call vote.

Consider Cannabis Ordinance and Resolution

Zoning Specialist Zehnder and Assistant County Attorney Hughes provided a summary of the Cannabis Ordinance. The Ordinance and Resolution will grant Nicollet County the authority to: register retail cannabis businesses, regulate zoning for cannabis in accordance with state guidelines, and oversee the use of cannabis in public spaces. Chair Morrow opened the meeting for public comment. No comments were received during the public comment portion and the public hearing was closed.

Motion by Commissioner Kolars and seconded by Commissioner Zins to approve the Cannabis Ordinance and Resolution. Motion carried unanimously on a roll call vote.

County Attorney:

Consider Delegation Agreements Related to Cannabis Zoning and Land Use:

County Attorney Zehnder Fischer requested approval of the Delegation Agreements Related to Cannabis Zoning and Land Use for the following townships: Belgrade, Bernadotte, Brighton, Granby, Lafayette, New Sweden, Nicollet, Oshawa, and West Newton.

Motion by Commissioner Zins and seconded by Commissioner Dehen to approve the Delegation Agreements Related to Cannabis Zoning and Land Use for the nine listed townships. Motion carried unanimously.

County Attorney Update:

Attorney Zehnder Fischer shared that she recently attended the Stakeholders Education Success meeting, the Township Association Meeting, and the annual County Attorney conference. Ms. Zehnder Fischer also shared the 2023 and 2024 Year to Date statistics of vehicle fatalities and encouraged everyone to abide by the posted speed limits during the busy travel season.

Chair's Report: Commissioner Morrow provided a reminder regarding the non-emergency county building closures for the upcoming holidays.

Commissioner Committee Reports

The Commissioners reported on various meetings and activities, including:

Commissioner Kurt Zins

- Board and Drainage Authority Meetings
- 2025 Budget and Tax Levy Meeting
- Soil and Water Conservation District Board Meeting
- Nicollet Township Association Meeting
- Board Workshop
- Planning & Zoning Advisory Commission Meeting

Commissioner Mark Dehen

- Board and Drainage Authority Meetings
- Board Workshop
- 2025 Budget and Tax Levy Meeting
- MRCI Meeting
- GMG Legislative Preview

Commissioner Marie Dranttel

- Board and Drainage Authority Meetings
- Board Workshop
- 2025 Budget and Tax Levy Meeting
- Brown Nicollet Community Health Board Executive Meeting
- City County Liaison Meeting
- Food Recovery Presentation
- One Water One Plan

Commissioner Jack Kolars

- Diversity Committee Meeting
- 2025 Budget and Tax Levy Meeting
- AMC Annual Convention
- Nicollet Township Association Meeting
- Board Workshop
- Building Committee

Approve Per Diems and Expenses:

Motion by Commissioner Dehen and seconded by Commissioner Zins 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 10:31 a.m.

MARIE DRANTTEL, CHAIR
BOARD OF COMMISSIONERS

ATTEST:

MANDY LANDKAMER,
CLERK TO THE BOARD

DRAFT

Nicollet County Board of Commissioners

Board Meeting Agenda Item



Agenda Item: End of Probations		
Primary Originating Division/Dept.: Human Resources Contact: Kristy Larson Title: HR Director Amount of Time Requested minutes Presenter: Kristy Larson Title: HR Director	Meeting Date: 01/07/2025 Item Type: Consent Agenda (Select One) Attachments: ☐ Yes ☒ No	
County Strategy: Facilities and Space - preserve, maintain and build our assets (Select One)		
BACKGROUND/JUSTIFICATION: Health and Human Services Health and Human Services Director Cassie Sassenberg has requested the end of probation for Heather Bartelt, Case Aide, effective December 11, 2024. Property and Public Services Property and Public Services Director Jaci Kopet has requested the end of probation for Stephen Weyer, Feedlot Specialist, effective January 16, 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: 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: 2025 Solid Waste Collection & Transportation Licenses		
Primary Originating Division/Dept.: PPSD - Property Services Contact: Crystal Madden Title: Administrative Specialist Amount of Time Requested: 0 minutes Presenter: Title:	Meeting Date: 01/07/2025 Item Type: Consent Agenda (Select One)	
Attachments: ☒ Yes ☐ No		
County Strategy: Programs and Services - deliver value-added quality services (Select One)		
BACKGROUND/JUSTIFICATION: Consideration to approve the 2025 Solid Waste Collection & Transportation License applications for the following companies wishing to provide service within Nicollet County. The application, fee, and required documentation have been received from: - CLOBES SANITATION: John Clobes, 403 1st Avenue, Fairfax, MN 55332 - DEM-CON COMPANIES, LLC: Alan Phillips, 13020 Dem-Con Drive, Shakopee, MN 55379 - GAYLORD SANITATION INC.: Jess Wibstad, 19 6th Street, PO Box 145, Gaylord, MN 55334 - HANSEN SANITATION, INC.: Tami Kopischke, PO Box 9, Kasota, MN 56050 - LJP WASTE SOLUTIONS, LLC: Jesse Samuelson, 2160 Ringhofer Drive, North Mankato, MN 56003 - PURPLE ROLL-OFF, LLC: Cathy Meyer, 2724 9th Street East, Suite 2, Glencoe, MN 55336 - RENVILLE-SIBLEY SANITATION, LLC: Bruce Prigge, PO BOX 296, Gibbon, MN 55335 - RIVER VIEW SANITATION: Rachel Shoen, PO BOX 338, New Ulm, MN 56073 - THE PICKER-UPPERS: Justin Kuch, PO BOX 638, New Ulm, MN 56073 - WASTE MANAGEMENT: Karyn Block, 739 Beaver Avenue, Mankato, MN 56001 - WEST CENTRAL SANITATION, INC.: Don Williamson, PO BOX 796, Willmar, MN 56201		
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 eleven (11) applications to provide solid waste collection & transportation services within Nicollet County in 2025.		
FISCAL IMPACT: Included in current budget (Select One) If "Other", specify:	FUNDING County Dollars = Other (Select One)	
FTE IMPACT: No FTE change (Select One)	Total:	
If "Increase or "Decrease," specify:		
Related Financial/FTE Comments:		

 NICOLLET EST. COUNTY 1853	NICOLLET COUNTY PROPERTY SERVICES DEPARTMENT LICENSE APPLICATION FOR SOLID WASTE COLLECTION AND TRANSPORTATION
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This Application is for licensing year January 1, 2025 through December 31, 2025.

Review and Approval Process

Please print in ink or type all sections of the application. Enclose all requested attachments and return completed applications to Nicollet County, Property Services Department, 501 S. Minnesota Ave., St. Peter, MN 56082. This license application will be forwarded to the County Solid Waste Enforcement Coordinator in the Property Services Department for review. Once reviewed by the Solid Waste Enforcement Coordinator, applications will be placed on the December County Commissioner's Board Agenda for approval or denial. Upon County Board approval, a license will be prepared for the business listed on the application.

SECTION I. LICENSEE INFORMATION

Business Name: Clobes Sanitation

Contact Person: John Clobes

Business Address: 403 1st Ave NE Fairfax, MN 55332
(City, State) (Zip Code)

Other Contact Information: (507) 828-6252
(Telephone) (Email)

Vehicle & Container Storage Locations: 403 1st Ave NE

SECTION II. COLLECTION AND TRANSPORTATION

1. Please list all vehicles that will be used to haul solid waste (additional sheets may be used):

Vehicle Make & Model	Rated Capacity	License Plate Number	Body Type
2006 INH 9200	20yd	YCD 6361	Rearload (Manual)

RECEIVED

NOV 18 2024

NICOLLET COUNTY
PROPERTY SERVICES

{ Page 1 }

COMPLETION CHECKLIST

- ☒ **Completed Application – with signature and date**
- ☒ **Fee**
- ☒ **Waste Deposit Disclosure Statement**
- ☒ **Certification of Compliance Workers' Compensation Coverage**
- ☒ **Certificate of Liability Insurance (either enclosed or on-file)**
- ☒ **\$3,000 Performance Bond (either enclosed or on-file)**

Send completed application, documentation, and payment **no later than December 31, 2024** to:

Crystal Madden, Property Services
Nicollet County Government Center
501 S. Minnesota Avenue
St. Peter, MN 56082

Phone: 507-934-7070
FAX Number: 507-931-0856
E-Mail: crystal.madden@co.nicollet.mn.us

FOR OFFICE USE ONLY

Application received on date: December 1, 2024

License name: 2025 Solid Waste Hauler License number: NICO SW25-005

Date of issuance: January 1, 2025

The foregoing application is hereby approved this 7th day of JANUARY, year of 2025. Chairman of the County Board of Commissioners hereby directs the Department of Property Services to issue the license in accordance herewith.

ATTEST:

Chair, Nicollet County Board of Commissioners



NICOLLET COUNTY

PROPERTY SERVICES DEPARTMENT

LICENSE APPLICATION FOR SOLID WASTE COLLECTION AND TRANSPORTATION

This Application is for licensing year January 1, 2025 through December 31, 2025.

Review and Approval Process

Please print in ink or type all sections of the application. Enclose all requested attachments and return completed applications to Nicollet County, Property Services Department, 501 S. Minnesota Ave., St. Peter, MN 56082. This license application will be forwarded to the County Solid Waste Enforcement Coordinator in the Property Services Department for review. Once reviewed by the Solid Waste Enforcement Coordinator, applications will be placed on the December County Commissioner's Board Agenda for approval or denial. Upon County Board approval, a license will be prepared for the business listed on the application.

SECTION I. LICENSEE INFORMATION

Business Name: Dem-Con Companies LLC

Contact Person: Alan Phillips

Business Address: 13020 Dem-Con Drive Shakopee MN 55379
(City, State) (Zip Code)

Other Contact Information: 952-445-5755 dumpsters@dem-con.com
(Telephone) (Email)

Vehicle & Container Storage Locations: 13020 Dem-Con Drive, Shakopee, MN 55379

SECTION II. COLLECTION AND TRANSPORTATION

1. Please list all vehicles that will be used to haul solid waste (additional sheets may be used):

Vehicle Make & Model	Rated Capacity	License Plate Number	Body Type
Western Star 4700 SB	77,000	YCA 0540	Roll off
Western Star 4700 SB	77,000	YCA 8556	Roll off
Mack GV813	73,280	YBZ 4606	Roll off
Mack GV813	54,999	YDR 1426	Roll off

DEC 23 2024

NICOLLET COUNTY
PROPERTY SERVICES

COMPLETION CHECKLIST

- ☒ **Completed Application – with signature and date**
- ☒ **Fee**
- ☒ **Waste Deposit Disclosure Statement**
- ☒ **Certification of Compliance Workers' Compensation Coverage**
- ☒ **Certificate of Liability Insurance (either enclosed or on-file)**
- ☒ **\$3,000 Performance Bond (either enclosed or on-file)**

Send completed application, documentation, and payment **no later than December 31, 2024** to:

Crystal Madden, Property Services
Nicollet County Government Center
501 S. Minnesota Avenue
St. Peter, MN 56082

Phone: 507-934-7070
FAX Number: 507-931-0856
E-Mail: crystal.madden@co.nicollet.mn.us

FOR OFFICE USE ONLY

Application received on date: December 23, 2024

License name: 2025 Solid Waste Hauler License number: NICO SW25-011

Date of issuance: January 1, 2025

The foregoing application is hereby approved this 7th day of JANUARY, year of 2025. Chairman of the County Board of Commissioners hereby directs the Department of Property Services to issue the license in accordance herewith.

ATTEST:

Chair, Nicollet County Board of Commissioners



NICOLLET COUNTY

PROPERTY SERVICES DEPARTMENT

LICENSE APPLICATION FOR SOLID WASTE
COLLECTION AND TRANSPORTATION

This Application is for licensing year January 1, 2025 through December 31, 2025.

Review and Approval Process

Please print in ink or type all sections of the application. Enclose all requested attachments and return completed applications to Nicollet County, Property Services Department, 501 S. Minnesota Ave., St. Peter, MN 56082. This license application will be forwarded to the County Solid Waste Enforcement Coordinator in the Property Services Department for review. Once reviewed by the Solid Waste Enforcement Coordinator, applications will be placed on the December County Commissioner's Board Agenda for approval or denial. Upon County Board approval, a license will be prepared for the business listed on the application.

SECTION I. LICENSEE INFORMATION

Business Name: Gaylord Sanitation Inc

Contact Person: Jess Wibstad

Business Address: 19 6th St P.O. Box 145 Gaylord Mn 55334
(City, State) (Zip Code)

Other Contact Information: 507-237-2274 jwibstad@yahoo.com
(Telephone) (Email)

Vehicle & Container Storage Locations: 19 6th St. Gaylord Mn.

SECTION II. COLLECTION AND TRANSPORTATION

1. Please list all vehicles that will be used to haul solid waste (additional sheets may be used):

Vehicle Make & Model	Rated Capacity	License Plate Number	Body Type
International HV	25 YD	YBW 9988	Rear load
Mack GR 64BR	10-40 YD	YBW 9982	Roll off
Western Star 4900	10-40 YD	YB 20267	Roll off
Freightliner SD 114	32 YD	YBK 0827	Side loader
International Workstar	25 YD	YBC 2240	Rear loader

NOV 26 2024

NICOLLET COUNTY
PROPERTY SERVICES

COMPLETION CHECKLIST

- ☒ **Completed Application – with signature and date**
- ☒ **Fee**
- ☒ **Waste Deposit Disclosure Statement**
- ☒ **Certification of Compliance Workers' Compensation Coverage**
- ☒ **Certificate of Liability Insurance (either enclosed or on-file)**
- ☒ **\$3,000 Performance Bond (either enclosed or on-file)**

Send completed application, documentation, and payment **no later than December 31, 2024** to:

Crystal Madden, Property Services
Nicollet County Government Center
501 S. Minnesota Avenue
St. Peter, MN 56082

Phone: 507-934-7070
FAX Number: 507-931-0856
E-Mail: crystal.madden@co.nicollet.mn.us

FOR OFFICE USE ONLY

Application received on date: December 12, 2024

License name: 2025 Solid Waste Hauler License number: NICO SW25-008

Date of issuance: January 1, 2025

The foregoing application is hereby approved this 7th day of JANUARY, year of 2025. Chairman of the County Board of Commissioners hereby directs the Department of Property Services to issue the license in accordance herewith.

ATTEST:

Chair, Nicollet County Board of Commissioners



NICOLLET COUNTY

PROPERTY SERVICES DEPARTMENT

LICENSE APPLICATION FOR SOLID WASTE COLLECTION AND TRANSPORTATION

This Application is for licensing year January 1, 2025 through December 31, 2025.

Review and Approval Process

Please print in ink or type all sections of the application. Enclose all requested attachments and return completed applications to Nicollet County, Property Services Department, 501 S. Minnesota Ave., St. Peter, MN 56082. This license application will be forwarded to the County Solid Waste Enforcement Coordinator in the Property Services Department for review. Once reviewed by the Solid Waste Enforcement Coordinator, applications will be placed on the December County Commissioner's Board Agenda for approval or denial. Upon County Board approval, a license will be prepared for the business listed on the application.

SECTION I. LICENSEE INFORMATION

Business Name: Hansen Sanitation Inc.

Contact Person: Tami Kopischke

Business Address: PO Box 9 Kasota MN 56050
(City, State) (Zip Code)

Other Contact Information: 507-625-8891 tami@hansen-sanitation.com
(Telephone) (Email)

Vehicle & Container Storage Locations: 34426 - 470 St. Kasota, MN 56001

SECTION II. COLLECTION AND TRANSPORTATION

1. Please list all vehicles that will be used to haul solid waste (additional sheets may be used):

Vehicle Make & Model	Rated Capacity	License Plate Number	Body Type
<u>Center</u>	<u>25,000</u>	<u>4AP 3133</u>	<u>CC 7DS</u>
<u>23 Kenworth</u>	<u>56,000</u>		<u>F 880</u>
<u>23 Kenworth</u>	<u>24,000</u>		<u>TK</u>
<u>20 Peterbilt</u>	<u>65,000</u>		<u>DS</u>

DEC - 9 2024

COMPLETION CHECKLIST

- ☒ **Completed Application – with signature and date**
- ☒ **Fee**
- ☒ **Waste Deposit Disclosure Statement**
- ☒ **Certification of Compliance Workers' Compensation Coverage**
- ☒ **Certificate of Liability Insurance (either enclosed or on-file)**
- ☒ **\$3,000 Performance Bond (either enclosed or on-file)**

Send completed application, documentation, and payment **no later than December 31, 2024** to:

Crystal Madden, Property Services
Nicollet County Government Center
501 S. Minnesota Avenue
St. Peter, MN 56082

Phone: 507-934-7070
FAX Number: 507-931-0856
E-Mail: crystal.madden@co.nicollet.mn.us

FOR OFFICE USE ONLY

Application received on date: December 12, 2024

License name: 2025 Solid Waste Hauler License number: NICO SW25-010

Date of issuance: January 1, 2025

The foregoing application is hereby approved this 7th day of JANUARY, year of 2025. Chairman of the County Board of Commissioners hereby directs the Department of Property Services to issue the license in accordance herewith.

ATTEST:

Chair, Nicollet County Board of Commissioners



NICOLLET COUNTY

PROPERTY SERVICES DEPARTMENT

LICENSE APPLICATION FOR SOLID WASTE COLLECTION AND TRANSPORTATION

This Application is for licensing year January 1, 2025 through December 31, 2025.

Review and Approval Process

Please print in ink or type all sections of the application. Enclose all requested attachments and return completed applications to Nicollet County, Property Services Department, 501 S. Minnesota Ave., St. Peter, MN 56082. This license application will be forwarded to the County Solid Waste Enforcement Coordinator in the Property Services Department for review. Once reviewed by the Solid Waste Enforcement Coordinator, applications will be placed on the December County Commissioner's Board Agenda for approval or denial. Upon County Board approval, a license will be prepared for the business listed on the application.

SECTION I. LICENSEE INFORMATION

Business Name: LJP Waste Solutions, LLC

Contact Person: Jesse Samuelson

Business Address: 2160 Ringhofer Dr. North Mankato, MN 56003
(City, State) (Zip Code)

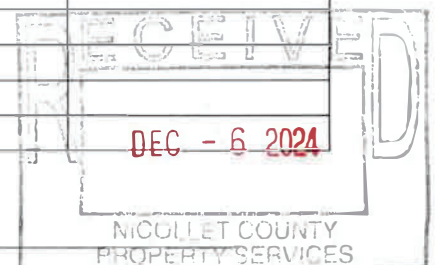
Other Contact Information: 507-385-3420 Accounting@LJPEnt.com
(Telephone) (Email)

Vehicle & Container Storage Locations: 2125 Carlson Dr., North Mankato, MN 56003
2160 Ringhofer Dr., North Mankato, MN 56003

SECTION II. COLLECTION AND TRANSPORTATION

1. Please list all vehicles that will be used to haul solid waste (*additional sheets may be used*):

Vehicle Make & Model	Rated Capacity	License Plate Number	Body Type
<u>Attached</u>			



COMPLETION CHECKLIST

- ☒ **Completed Application – with signature and date**
- ☒ **Fee**
- ☒ **Waste Deposit Disclosure Statement**
- ☒ **Certification of Compliance Workers' Compensation Coverage**
- ☒ **Certificate of Liability Insurance (either enclosed or on-file)**
- ☒ **\$3,000 Performance Bond (either enclosed or on-file)**

Send completed application, documentation, and payment **no later than December 31, 2024** to:

Crystal Madden, Property Services
Nicollet County Government Center
501 S. Minnesota Avenue
St. Peter, MN 56082

Phone: 507-934-7070
FAX Number: 507-931-0856
E-Mail: crystal.madden@co.nicollet.mn.us

FOR OFFICE USE ONLY

Application received on date: December 6, 2024

License name: 2025 Solid Waste Hauler License number: NICO SW25-009

Date of issuance: January 1, 2025

The foregoing application is hereby approved this 7th day of JANUARY, year of 2025. Chairman of the County Board of Commissioners hereby directs the Department of Property Services to issue the license in accordance herewith.

ATTEST:

Chair, Nicollet County Board of Commissioners



NICOLLET COUNTY

PROPERTY SERVICES DEPARTMENT

LICENSE APPLICATION FOR SOLID WASTE COLLECTION AND TRANSPORTATION

This Application is for licensing year January 1, 2025 through December 31, 2025.

Review and Approval Process

Please print in ink or type all sections of the application. Enclose all requested attachments and return completed applications to Nicollet County, Property Services Department, 501 S. Minnesota Ave., St. Peter, MN 56082. This license application will be forwarded to the County Solid Waste Enforcement Coordinator in the Property Services Department for review. Once reviewed by the Solid Waste Enforcement Coordinator, applications will be placed on the December County Commissioner's Board Agenda for approval or denial. Upon County Board approval, a license will be prepared for the business listed on the application.

SECTION I. LICENSEE INFORMATION

Business Name: PURPLE ROLL-OFF LLC

Contact Person: CATHY MEYER PURPLE HAYES

Business Address: 2724 9TH ST E #2 GLENCOE MN 55326
(City, State) (Zip Code)

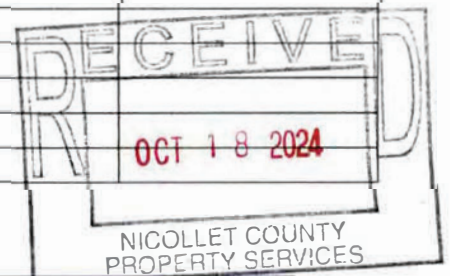
Other Contact Information: 952-893-1741 OFFICE PURPLE ROLLOFF
(Telephone) (Email) gmail

Vehicle & Container Storage Locations: SAME AS ABOVE

SECTION II. COLLECTION AND TRANSPORTATION

1. Please list all vehicles that will be used to haul solid waste (additional sheets may be used):

Vehicle Make & Model	Rated Capacity	License Plate Number	Body Type
1HTEST2T8LA834802			
2FZKEMCB84AG09405			
1PDEY90X7SVA38120			
2FZHAZAV83AR75531			



COMPLETION CHECKLIST

- ☒ **Completed Application – with signature and date**
- ☒ **Fee**
- ☒ **Waste Deposit Disclosure Statement**
- ☒ **Certification of Compliance Workers' Compensation Coverage**
- ☒ **Certificate of Liability Insurance (either enclosed or on-file)**
- ☒ **\$3,000 Performance Bond (either enclosed or on-file)**

Send completed application, documentation, and payment **no later than December 31, 2024** to:

Crystal Madden, Property Services
Nicollet County Government Center
501 S. Minnesota Avenue
St. Peter, MN 56082

Phone: 507-934-7070
FAX Number: 507-931-0856
E-Mail: crystal.madden@co.nicollet.mn.us

FOR OFFICE USE ONLY

Application received on date: October 14, 2024

License name: 2025 Solid Waste Hauler License number: NICO SW25-001

Date of issuance: January 1, 2025

The foregoing application is hereby approved this 7th day of JANUARY, year of 2025. Chairman of the County Board of Commissioners hereby directs the Department of Property Services to issue the license in accordance herewith.

ATTEST:

Chair, Nicollet County Board of Commissioners



NICOLLET COUNTY

PROPERTY SERVICES DEPARTMENT

LICENSE APPLICATION FOR SOLID WASTE COLLECTION AND TRANSPORTATION

This Application is for licensing year January 1, 2025 through December 31, 2025.

Review and Approval Process

Please print in ink or type all sections of the application. Enclose all requested attachments and return completed applications to Nicollet County, Property Services Department, 501 S. Minnesota Ave., St. Peter, MN 56082. This license application will be forwarded to the County Solid Waste Enforcement Coordinator in the Property Services Department for review. Once reviewed by the Solid Waste Enforcement Coordinator, applications will be placed on the December County Commissioner's Board Agenda for approval or denial. Upon County Board approval, a license will be prepared for the business listed on the application.

SECTION I. LICENSEE INFORMATION

Business Name: RENVILLE SIBLEY SANITATION LLC

Contact Person: BRUCE A. PRIGGE

Business Address: P. O. BOX 296 GIBBON, MN 55335
(City, State) (Zip Code)

Other Contact Information: 507 834 6168 rssbandit@gmail.com
(Telephone) (Email)

Vehicle & Container Storage Locations: 545 E. MILL RD, GIBBON, MN 55335

SECTION II. COLLECTION AND TRANSPORTATION

1. Please list all vehicles that will be used to haul solid waste (additional sheets may be used):

Vehicle Make & Model	Rated Capacity	License Plate Number	Body Type
2006 STERLING	30YDS	YBZ 5851	ROLL OFF
2007 AMERICAN LA FRANCE	30YDS	YBZ 0259	SIDE LOAD
2007 CONDOR	30YDS	YCE 2338	SIDE LOAD
2007 AUTOCAR DJ 999	28YDS	YCF 4034	SIDE LOAD
2006 STERLING	30YDS	YBZ 7647	FRONT LOAD
2006 PETERBILT	30YDS	YCB 2968	FRONT LOAD
2004 STERLING	30YDS	YCE 2239	FRONT LOAD
2006 MACK	30YDS	YCD 3045	FRONT LOAD

COMPLETION CHECKLIST

- ☒ **Completed Application – with signature and date**
- ☒ **Fee**
- ☒ **Waste Deposit Disclosure Statement**
- ☒ **Certification of Compliance Workers' Compensation Coverage**
- ☒ **Certificate of Liability Insurance (either enclosed or on-file)**
- ☒ **\$3,000 Performance Bond (either enclosed or on-file)**

Send completed application, documentation, and payment **no later than December 31, 2024** to:

Crystal Madden, Property Services
Nicollet County Government Center
501 S. Minnesota Avenue
St. Peter, MN 56082

Phone: 507-934-7070
FAX Number: 507-931-0856
E-Mail: crystal.madden@co.nicollet.mn.us

FOR OFFICE USE ONLY

Application received on date: December 10, 2024

License name: 2025 Solid Waste Hauler License number: NICO SW25-003

Date of issuance: January 1, 2025

The foregoing application is hereby approved this 7th day of JANUARY, year of 2025. Chairman of the County Board of Commissioners hereby directs the Department of Property Services to issue the license in accordance herewith.

ATTEST:

Chair, Nicollet County Board of Commissioners



NICOLLET COUNTY

PROPERTY SERVICES DEPARTMENT

LICENSE APPLICATION FOR SOLID WASTE COLLECTION AND TRANSPORTATION

This Application is for licensing year January 1, 2025 through December 31, 2025.

Review and Approval Process

Please print in ink or type all sections of the application. Enclose all requested attachments and return completed applications to Nicollet County, Property Services Department, 501 S. Minnesota Ave., St. Peter, MN 56082. This license application will be forwarded to the County Solid Waste Enforcement Coordinator in the Property Services Department for review. Once reviewed by the Solid Waste Enforcement Coordinator, applications will be placed on the December County Commissioner's Board Agenda for approval or denial. Upon County Board approval, a license will be prepared for the business listed on the application.

SECTION I. LICENSEE INFORMATION

Business Name: Km Enterprises DBA River View Sanitation

Contact Person: Rachel Shoen

Business Address: PO Box 338 New Ulm MN 56073
(City, State) (Zip Code)

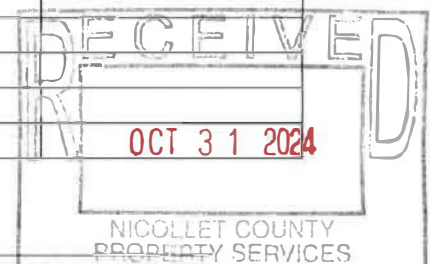
Other Contact Information: 507-354-5355 rachelshoen@riverviewsanitation.com
(Telephone) (Email)

Vehicle & Container Storage Locations: 16188 County Rd 29 New Ulm MN 56073

SECTION II. COLLECTION AND TRANSPORTATION

1. Please list all vehicles that will be used to haul solid waste (*additional sheets may be used*):

Vehicle Make & Model	Rated Capacity	License Plate Number	Body Type



COMPLETION CHECKLIST

- ☒ **Completed Application – with signature and date**
- ☒ **Fee**
- ☒ **Waste Deposit Disclosure Statement**
- ☒ **Certification of Compliance Workers' Compensation Coverage**
- ☒ **Certificate of Liability Insurance (either enclosed or on-file)**
- ☒ **\$3,000 Performance Bond (either enclosed or on-file)**

Send completed application, documentation, and payment **no later than December 31, 2024** to:

Crystal Madden, Property Services
Nicollet County Government Center
501 S. Minnesota Avenue
St. Peter, MN 56082

Phone: 507-934-7070
FAX Number: 507-931-0856
E-Mail: crystal.madden@co.nicollet.mn.us

FOR OFFICE USE ONLY

Application received on date: October 22, 2024

License name: 2025 Solid Waste Hauler License number: NICO SW25-004

Date of issuance: January 1, 2025

The foregoing application is hereby approved this 7th day of JANUARY, year of 2025. Chairman of the County Board of Commissioners hereby directs the Department of Property Services to issue the license in accordance herewith.

ATTEST:

Chair, Nicollet County Board of Commissioners



NICOLLET COUNTY

PROPERTY SERVICES DEPARTMENT

LICENSE APPLICATION FOR SOLID WASTE COLLECTION AND TRANSPORTATION

This Application is for licensing year January 1, 2025 through December 31, 2025.

Review and Approval Process

Please print in ink or type all sections of the application. Enclose all requested attachments and return completed applications to Nicollet County, Property Services Department, 501 S. Minnesota Ave., St. Peter, MN 56082. This license application will be forwarded to the County Solid Waste Enforcement Coordinator in the Property Services Department for review. Once reviewed by the Solid Waste Enforcement Coordinator, applications will be placed on the December County Commissioner's Board Agenda for approval or denial. Upon County Board approval, a license will be prepared for the business listed on the application.

SECTION I. LICENSEE INFORMATION

Business Name: The Picker-Uppers

Contact Person: Justin Keech

Business Address: P.O. Box 638 New Ulm, MN 56073
(City, State) (Zip Code)

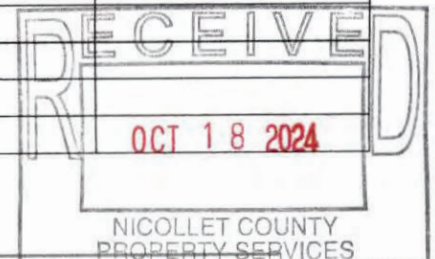
Other Contact Information: 507-276-3084 thepickeruppers@gmail.com
(Telephone) (Email)

Vehicle & Container Storage Locations: 12772 184th Ave, Scarsdale MN

SECTION II. COLLECTION AND TRANSPORTATION

1. Please list all vehicles that will be used to haul solid waste (*additional sheets may be used*):

Vehicle Make & Model	Rated Capacity	License Plate Number	Body Type
Freightliner M2	26,000	YCA 7792	Hooklift - single axle



COMPLETION CHECKLIST

- ☒ **Completed Application – with signature and date**
- ☒ **Fee**
- ☒ **Waste Deposit Disclosure Statement**
- ☒ **Certification of Compliance Workers' Compensation Coverage**
- ☒ **Certificate of Liability Insurance (either enclosed or on-file)**
- ☒ **\$3,000 Performance Bond (either enclosed or on-file)**

Send completed application, documentation, and payment **no later than December 31, 2024** to:

Crystal Madden, Property Services
Nicollet County Government Center
501 S. Minnesota Avenue
St. Peter, MN 56082

Phone: 507-934-7070
FAX Number: 507-931-0856
E-Mail: crystal.madden@co.nicollet.mn.us

FOR OFFICE USE ONLY

Application received on date: December 13, 2024

License name: 2025 Solid Waste Hauler License number: NICO SW25-002

Date of issuance: January 1, 2025

The foregoing application is hereby approved this 7th day of JANUARY, year of 2025. Chairman of the County Board of Commissioners hereby directs the Department of Property Services to issue the license in accordance herewith.

ATTEST:

Chair, Nicollet County Board of Commissioners



NICOLLET COUNTY

PROPERTY SERVICES DEPARTMENT

LICENSE APPLICATION FOR SOLID WASTE COLLECTION AND TRANSPORTATION

This Application is for licensing year January 1, 2025 through December 31, 2025.

Review and Approval Process

Please print in ink or type all sections of the application. Enclose all requested attachments and return completed applications to Nicollet County, Property Services Department, 501 S. Minnesota Ave., St. Peter, MN 56082. This license application will be forwarded to the County Solid Waste Enforcement Coordinator in the Property Services Department for review. Once reviewed by the Solid Waste Enforcement Coordinator, applications will be placed on the December County Commissioner's Board Agenda for approval or denial. Upon County Board approval, a license will be prepared for the business listed on the application.

SECTION I. LICENSEE INFORMATION

Business Name: WASTE MANAGEMENT

Contact Person: KARYN BLOCK

Business Address: 739 BEAVER AVE MANKATO MN 56001
(City, State) (Zip Code)

Other Contact Information: 507.344.3221 kblock@wm.com
(Telephone) (Email)

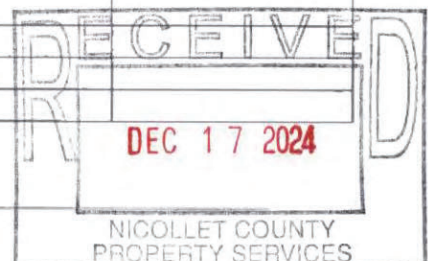
Vehicle & Container Storage Locations: 739 BEAVER AVE, MANKATO

SECTION II. COLLECTION AND TRANSPORTATION

1. Please list all vehicles that will be used to haul solid waste (additional sheets may be used):

Vehicle Make & Model	Rated Capacity	License Plate Number	Body Type

SEE
ATTACHED



COMPLETION CHECKLIST

- ☒ Completed Application – with signature and date
- ☒ Fee
- ☒ Waste Deposit Disclosure Statement
- ☒ Certification of Compliance Workers' Compensation Coverage
- ☒ Certificate of Liability Insurance (either enclosed or on-file)
- ☒ \$3,000 Performance Bond (either enclosed or on-file)

Send completed application, documentation, and payment **no later than December 31, 2024** to:

Crystal Madden, Property Services
Nicollet County Government Center
501 S. Minnesota Avenue
St. Peter, MN 56082

Phone: 507-934-7070
FAX Number: 507-931-0856
E-Mail: crystal.madden@co.nicollet.mn.us

FOR OFFICE USE ONLY

Application received on date: December 18, 2024

License name: 2025 Solid Waste Hauler License number: NICO SW25-007

Date of issuance: January 1, 2025

The foregoing application is hereby approved this 7th day of JANUARY, year of 2025. Chairman of the County Board of Commissioners hereby directs the Department of Property Services to issue the license in accordance herewith.

ATTEST:

Chair, Nicollet County Board of Commissioners



NICOLLET COUNTY

PROPERTY SERVICES DEPARTMENT

LICENSE APPLICATION FOR SOLID WASTE COLLECTION AND TRANSPORTATION

Any
Name
Write
Jordan
Kass

This Application is for licensing year January 1, 2025 through December 31, 2025.

Review and Approval Process

Please print in ink or type all sections of the application. Enclose all requested attachments and return completed applications to Nicollet County, Property Services Department, 501 S. Minnesota Ave., St. Peter, MN 56082. This license application will be forwarded to the County Solid Waste Enforcement Coordinator in the Property Services Department for review. Once reviewed by the Solid Waste Enforcement Coordinator, applications will be placed on the December County Commissioner's Board Agenda for approval or denial. Upon County Board approval, a license will be prepared for the business listed on the application.

SECTION I. LICENSEE INFORMATION

Business Name: West Central Sanitation Inc.

Contact Person: Don Williamson

Business Address: PO Box 796, 4089 Abbott Dr. William Mn 56201
(City, State) (Zip Code)

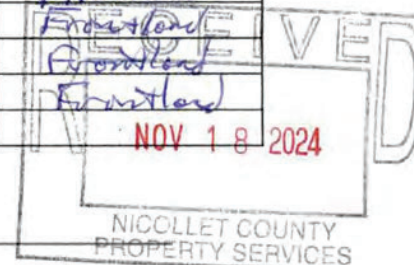
Other Contact Information: 320-235-7630 wsan@wcentral-sanitation.com
(Telephone) (Email)

Vehicle & Container Storage Locations: 600 Webster Ave, N. Mankato Mn.

SECTION II. COLLECTION AND TRANSPORTATION

1. Please list all vehicles that will be used to haul solid waste (additional sheets may be used):

Vehicle Make & Model	Rated Capacity	License Plate Number	Body Type
2016 Peterbilt Fload	30 yd	VBW 5584	Frontload
2017 Peterbilt Fload	30 yd	VCA 1989	Frontload
2020 Mack	30 yd	VBZ 4003	Frontload
2023 Mack	30 yd	VCD 3369	Frontload
2021 Mack	30 yd	VCD 3161	Frontload



COMPLETION CHECKLIST

- ☒ **Completed Application – with signature and date**
- ☒ **Fee**
- ☒ **Waste Deposit Disclosure Statement**
- ☒ **Certification of Compliance Workers' Compensation Coverage**
- ☒ **Certificate of Liability Insurance (either enclosed or on-file)**
- ☒ **\$3,000 Performance Bond (either enclosed or on-file)**

Send completed application, documentation, and payment **no later than December 31, 2024** to:

Crystal Madden, Property Services
Nicollet County Government Center
501 S. Minnesota Avenue
St. Peter, MN 56082

Phone: 507-934-7070
FAX Number: 507-931-0856
E-Mail: crystal.madden@co.nicollet.mn.us

FOR OFFICE USE ONLY

Application received on date: November 7, 2024

License name: 2025 Solid Waste Hauler License number: NICO SW25-006

Date of issuance: January 1, 2025

The foregoing application is hereby approved this 7th day of JANUARY, year of 2025. Chairman of the County Board of Commissioners hereby directs the Department of Property Services to issue the license in accordance herewith.

ATTEST:

Chair, Nicollet County Board of Commissioners

Nicollet County Board of Commissioners

Board Meeting Agenda Item



Agenda Item: Carver County Juvenile Detention Contract with Blue Earth County		
Primary Originating Division/Dept.: Community Corrections Contact: Rich Molitor Title: Director Amount of Time Requested: 0 minutes Presenter: Rich Molitor Title: Director		Meeting Date: 01/07/2025 Item Type: (Select One) Consent Agenda Attachments: ☒ Yes ☐ No
County Strategy: (Select One) Programs and Services - deliver value-added quality services		
BACKGROUND/JUSTIFICATION: Contract with Blue Earth County Community Corrections for a juvenile placement bed at Carver County Juvenile Detention Center.		
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) January 2024		
Approved by County Attorney's Office: ☐ Yes ☐ No ☒ N/A		
ACTION REQUESTED: Sign Contract		
FISCAL IMPACT: Other (Select One) If "Other", specify:		FUNDING County Dollars = State (Select One)
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease," specify: Related Financial/FTE Comments:		Total:

COUNTIES OF BLUE EARTH AND NICOLLET JUVENILE PLACEMENT SERVICES AGREEMENT

THIS AGREEMENT, is entered into by and between Blue Earth County, 401 Carver Road, Mankato, Minnesota, and Nicollet County, 501 South Minnesota Avenue, St. Peter, Minnesota, by and through their respective Community Corrections Departments, hereinafter referred to collectively as "Counties," and Carver County by and through its Juvenile Detention Center, 606 4th Street East, Chaska, Minnesota, hereinafter referred to as "JDC."

RECITALS

- A. Pursuant to Minn. Stat. Sec. 373.01, subd. 1(a)(5), each County is a body politic and corporate and may make all contracts and do all other acts in relation to the property and concerns of the County necessary to the exercise of its corporate powers.
- B. Carver County is a municipal corporation that operates a juvenile detention center, the JDC, that provides secure detention services for juvenile offenders.
- C. The Counties seek to enter into an agreement for the provision of secure detention facilities for juvenile offenders through a monthly contract.
- D. The parties seek to enter into an agreement for the placement of juveniles ages 10-18 in accordance with Minnesota Statute §260B.181, subd. 4.
- E. The parties seek to enter into this Agreement collectively, but each County shall retain decision-making authority for the juveniles it places under this Agreement and the County with placement authority who placed the juvenile at the JDC shall be referred to as "Placing County".

NOW, THEREFORE, in consideration of the mutual undertakings and agreements contained within this Agreement, the Counties and JDC hereby agree as follows:

1. Compensation and Terms of Payment

a. Compensation

- 1) Reserved bed: JDC shall be compensated at a rate of two hundred dollars and no cents (\$200.00) per day for one reserved bed. The Counties shall share in the cost of the reserved bed as provided for in the attached addendum.
- 2) Additional beds: JDC shall be compensated at a rate of two hundred dollars and no cents (\$200.00) per day per bed on an as-needed, as available basis. The Placing County shall be responsible for the cost of additional beds.
- 3) Total compensation under this agreement shall not exceed seventy-three thousand dollars and no cents (\$73,000.00). Nicollet County shall

compensate Carver County in the amount of twelve thousand dollars and no cents (\$12,000) and Blue Earth County shall compensate Carver County in the amount of sixty-one thousand dollars and no cents (\$61,000).

b. Terms of Payment

- 1) JDC shall submit yearly invoices to the authorized agent of the Counties for payment of work completed. Invoices shall include the number of bed days utilized for each month and the name of the juvenile served. The Directors of the Counties' Community Corrections shall have the authority to review the invoices, and no payment shall be made without the approval of the Directors.

Payments shall be made within thirty (30) days after receipt of invoice for services performed and acceptance of such services by the authorized agent of the Counties.

- 2) If the invoice is incorrect, defective, or otherwise improper, the Counties will notify JDC within ten (10) days of receiving the incorrect invoice. Upon receiving the corrected invoice from JDC, the Counties will make payment within thirty (30) days.
- 3) In the event the Agreement is terminated before the expiration of the contract, Counties shall pay JDC for services provided in a satisfactory manner as of the date of termination notice by the party seeking to terminate this Agreement.

2. Condition of Payment

All services provided by JDC pursuant to this Agreement shall be performed to the satisfaction of the Counties, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. Payment shall be withheld for work found by the Counties to be unsatisfactory, or performed in violation of federal, state and local laws, ordinances, rules or regulations.

3. Scope of Services

a. JDC responsibilities:

- 1) JDC shall guarantee the use of at least one (1) bed at all times by the Counties for secure detention of Juveniles. Counties shall be guaranteed three hundred sixty-five (365) bed days per year to be used during the 2025 calendar year.
- 2) Medical and Testing: JDC shall provide for medical treatment and testing of placed juveniles as follows:
 - a) Non-emergency Treatment:

In the event a juvenile placed under this Agreement is in need of non-emergency medical treatment, the JDC shall attempt to arrange for care by using the juvenile's private insurance for such treatment. In the

event that insurance is not available, JDC shall contact the Placing County.

b) Emergency Treatment:

In the event a juvenile placed under this Agreement requires emergency medical treatment, JDC shall seek appropriate medical treatment for said Juvenile.

- i. If the treatment does not require hospitalization, JDC shall notify the Placing County the next business day.
- ii. If the treatment requires hospitalization, JDC shall notify the Placing County as soon as reasonable. JDC shall be responsible for guard services for a reasonable time until the Placing County is able to assume the duties. If the Placing County agrees that the JDC will provide guard services for a period exceeding eight (8) hours, an additional charge to be agreed upon between the JDC and the Placing County. The payment for the guard services shall be included in the next month's invoice.

- c) JDC shall forward any bills for medical services from third parties to the Placing County immediately upon receipt.

3) Admissions

- a) JDC shall admit juveniles transported to the JDC by Blue Earth or Nicollet County agents or law enforcement officials who have a court order, warrant, or arrest hold provided that the juvenile meets the established criteria for secure detention as defined by statute.
- b) JDC may refuse admission of a juvenile under this Agreement if the juvenile cannot be physically maintained at the facility because all contract beds are utilized and no other beds are available, or because, in the reasonable belief of the JDC, the admission would threaten the physical safety of the juvenile, JDC staff, or other juvenile detainees. It is understood that some youth may not be able to be maintained due to behavior or mental health conditions. Any potential refusals will be staffed between JDC and the Placing County prior to a placement determination.
- c) JDC agrees to admit juveniles who have consumed alcohol and register up to .05 BAC on a portable breath test (PBT). Juveniles above .05 BAC on a portable breath test (PBT) will be referred to detox or other designated facility.
- d) JDC agrees to admit juveniles who have been charged with non-domestic fifth degree assault charges as long as the offense is not certified as a petty offense.
- e) JDC agrees to admit juveniles without prescribed medications provided that referring agents provide JDC documentation of attempts to obtain medication.

4) Reporting Requirements:

JDC shall have available all detention reports required under Minnesota law and provide said reports to the Placing County upon request. The parties shall comply with Minn. R. Juv. P. 5 and with any other terms mutually agreed upon regarding reports. Along with the JDC invoice, the JDC each month will provide the Counties a cumulative total on the number of bed days used by each County for the year.

5) Interpreter Services

JDC shall use the Placing County's interpreter services whenever possible. If JDC chooses to use their own interpreter services, it shall be at no cost to the Placing County.

b. Blue Earth and Nicollet County responsibilities:

- 1) When transporting a juvenile to or from the JDC, the placing agent shall call the facility at least thirty (30) minutes prior to the estimated time of arrival.
- 2) Within a reasonable time after a hearing on the continued detention of a Juvenile detained at JDC, the Placing County shall notify JDC whether the juvenile will return to JDC for further detention.

3) Probable Cause/Other Juvenile Court Statutory Requirements

The Placing County shall be responsible for meeting the requirement to file a finding of probable cause for detention of juveniles detained under this Agreement, where said juvenile will be detained at the facility for longer than forty-eight (48) hours.

- 4) The Placing County shall be responsible to provide hospital guard services as provided for in 3(a)(2)(b)(ii) above.
- 5) The Placing County shall be responsible for medical bills relative to the Placing County's placements. JDC shall have no responsibility for any payment or billing.
- 6) In the event that the contracted bed provided for in the Agreement is being utilized by one County and no other bed is available, the Counties shall consult to determine options related to use of the contracted bed. Consideration shall be given to nature of placement, future Court dates, and other placement options available.

4. Effective Date of Agreement

This Agreement shall be effective January 1, 2025.

5. Term of Agreement

This Agreement shall remain in effect until December 31, 2025, unless it is terminated early as provided herein.

6. Authorized Agents

The Parties shall appoint an authorized agent for the purpose of administration of this agreement. JDC is notified of the authorized agents of Blue Earth and Nicollet County as follows:

Authorized agent for Invoices, Placements and Program Services:

John Marsolek, Community Corrections Director, or his successor
Blue Earth County Community Corrections
401 Carver Road, PO Box 3245
Mankato, MN 56001
507.304.4716

Rich Molitor, Community Corrections Director, or his successor
Nicollet County Community Corrections
501 S. Minnesota Avenue
St. Peter, MN 56082
507.934.7882

The County is notified the authorized agent for JDC is as follows:

Reed Ashpole, or his successor
Commander
Carver County Juvenile Center
606 E 4th Street
Chaska, MN 55318
952.361.1202
rashpole@co.carver.mn.us

7. County and State Audit

Pursuant to Minn. Stat. Sec. 16C.05, subd. 5, the books, records, documents, and accounting procedures and practices of JDC relative to this Agreement shall be subject to examination by the Counties and the State Auditor. Complete and accurate records of the work performed pursuant to this Agreement shall be kept by JDC for a minimum of six (6) years following termination of this Agreement for such auditing purposes. The retention period shall be automatically extended during the course of any administrative or judicial action involving the Counties regarding matters to which the records are relevant. The retention period shall be automatically extended until the administrative or judicial action is finally completed or until the authorized agent of the Counties notifies JDC in writing that the records need no longer be kept.

8. Indemnity

Each party shall be liable for their own acts to the extent provided by law and hereby agree to indemnify, hold harmless, and defend the others, their officers, and employees against any and all liability, loss, costs, damages, expenses, claims, or actions, including attorney's fees which the others, their officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the other parties, their agents, servants or employees, in the execution or performance or failure to adequately perform their

obligations pursuant to this Agreement.

It is understood and agreed that the Parties' liability shall be limited by the provisions of Minn. Stat. Chap. 466 and/or other applicable law.

9. Subcontracts

JDC shall not subcontract any portion of the work to be performed under this agreement nor assign this Agreement without the prior written approval of the authorized agent of the Counties. JDC shall ensure and require that any subcontractor agrees to and complies with all of the terms of this Agreement. Any subcontractor of JDC used to perform any portion of this Agreement shall report to and bill JDC directly. JDC shall be solely responsible for the breach, performance or nonperformance of any subcontractor.

10. Force Majeure

Counties and JDC agree that JDC shall not be liable for any delay or inability to perform this agreement, directly or indirectly caused by, or resulting from, strikes, labor troubles, accidents, fire, flood, breakdowns, war, riot, civil commotion, lack of material, delays of transportation, acts of God or other cause beyond reasonable control of JDC and the Counties.

11. Data Practices

JDC, its agents, employees and any subcontractors of JDC, in providing all services hereunder, agree to abide by the provisions of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as amended, and Minn. Rules promulgated pursuant to Ch. 13. JDC agrees to indemnify and hold the Counties, its officers, department heads and employees harmless from any claims resulting from the JDC unlawful disclosure, failure to disclose, or use of data protected under state and federal laws.

12. Termination

This Agreement may be terminated by either party, with or without cause, upon thirty (30) days written notice to the authorized agent of JDC or the authorized agents of the Counties.

13. Independent Contractor

It is agreed that nothing contained in this Agreement is intended or should be construed as creating the relationship of a partnership, joint venture, or association between the Counties and JDC. JDC is an independent contractor, and it, its employees, agents, subcontractors, and representatives shall not be considered employees, agents or representatives of the Counties. Except as otherwise provided herein, JDC shall maintain, in all respects, its present control over the means and personnel by which this Agreement is performed. From any amounts due JDC, there shall be no deduction for federal income tax, FICA payments, state income tax, or for any other purposes which are associated with an employer/employee relationship unless otherwise required by law. Payment of federal income tax, FICA payments, state income tax, unemployment compensation taxes, and other payroll

deductions and taxes are the sole responsibility of JDC.

14. Notices

Any notices to be given under this Agreement shall be given by enclosing the same in a sealed envelope, postage prepaid, and depositing the same with the United States Postal Service, addressed to the authorized agent of JDC at its address stated herein, or to the authorized agents of the Counties at the address stated herein.

15. Controlling Law

The laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement, and the legal relations between the parties and performance under the Agreement. The appropriate venue and jurisdiction for any litigation hereunder will be those courts located within the County of Blue Earth, State of Minnesota, or the Placing County if the action arises out of the placement of a juvenile in the facility. Litigation, however, in the federal courts involving the parties will be in the appropriate federal court within the State of Minnesota.

16. Successors and Assigns

The Counties and JDC, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Counties nor JDC shall assign, sublet, or transfer any interest in this Agreement without the prior written consent of the other.

17. Equal Employment and Americans with Disabilities

In connection with the work under this Agreement, JDC agrees to comply with the applicable provisions of state and federal equal employment opportunity and nondiscrimination statutes and regulations. In addition, upon entering into this Agreement, JDC certifies that it has been made fully aware of Blue Earth and Nicollet County's Equal Employment Opportunity and Americans With Disabilities Act Policies, that it supports these policies and that it will conduct its own employment practices in accordance therewith. Failure on the part of JDC to conduct its own employment practices in accordance with County Policy may result in the withholding of all or part of regular payments by the Counties due under this Agreement unless or until Provider complies with the County policy, and/or suspension or termination of this agreement.

18. Debarment/Suspension

JDC certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any local, State, or Federal department or agency. Provider shall notify Counties immediately, in writing, of any change in debarment status.

19. Changes/Amendments

The parties agree that no change or modification to this Agreement, or any

attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement, or according to other written policies of the original parties.

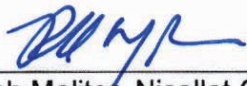
20. Severability

In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties unless such invalidity or non-enforceability would cause the Agreement to fail its purpose. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

21. Entire Agreement

It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the Counties and JDC relating to the subject matter hereof.

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



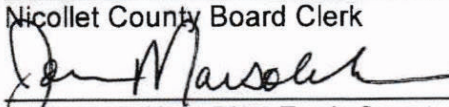
Rich Molitor, Nicollet County
Community Corrections Director

12.27.24

Date

Nicollet County Board Chair

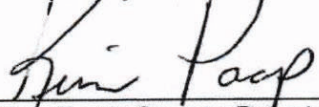
Date

Nicollet County Board Clerk


John Marsolek, Blue Earth County
Community Corrections Director

Date
12/27/24

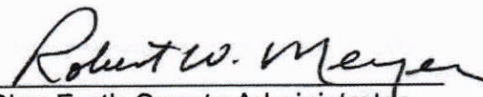
Date



Blue Earth County Board Chair

12/17/24

Date



Blue Earth County Administrator

12/17/24

Date

Carver County Board Chair

Date

Nicollet County Board of Commissioners

Board Meeting Agenda Item



Agenda Item: Consider Out of State Travel		
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: 01/07/2025 Item Type: Consent Agenda (Select One)	
Attachments: ☒ Yes ☐ No		
County Strategy: Facilities and Space - preserve, maintain and build our assets (Select One)		
BACKGROUND/JUSTIFICATION: The American Traffic Safety Services Association (ATTSA) "How To Conference" is an annual conference that addresses the selection, inspection, or maintenance of all types of pavement markings, signs, temporary traffic controls, and other highway maintenance related items. Todd Meyer, Sign Technician/HEO and Mike Suska, Asst PW Director-Operations & Maintenance would be attending this conference. The conference is March 17-19, 2025 and is held in Fargo, ND. The total estimated cost of attending this conference approximately \$1,600 (includes lodging, registration, and meals). The cost of attending this conference is included in the PW 2025 budget and will utilize local levy funds.		
Supporting Documents: ☒ Attached ☐ In Signature Folder ☐ None		
Prior Board Action Taken on this Agenda Item: ☒ Yes ☐ No If "yes", when? (provide year; mm/dd/yy if known)		
Approved by County Attorney's Office: ☐ Yes ☐ No ☒ N/A		
ACTION REQUESTED: Approve out of state travel request.		
FISCAL IMPACT: Included in current budget (Select One) If "Other", specify:	FUNDING County Dollars = \$1,600 State (Select One) Total: \$1,600	
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease," specify: Related Financial/FTE Comments:		



JOIN US

Northland “How To” Conference

ATSSA
Northland Chapter

**March 17-19, 2025
Delta Marriott
Fargo, N.D.**

REGISTER TODAY



ATSSA.com/NLHowTo2025

\$260

Included in your registration:

- Entrance into the exhibit hall featuring 40+ displays of the latest in roadway safety products and services.
- 20+ workshops and general sessions led by local, state and federal industry professionals.
- Special preconference workshop included in full registration.
- Enjoy breakfast, lunch, breaks and an evening reception.

Hotel information

Delta Marriott™ Fargo
1635 42nd Street South
701-277-9000

**\$149+ per night for rooms
available March 15-20**

*Room rates available until
Feb. 20, 2025*





PROGRAM 2025

Northland "How To" Training & Education Workshop March 17-19 • Fargo, N.D.

Monday, March 17

Noon - 4 p.m.
12:30 - 4 p.m.

REGISTRATION OPEN
PRECONF. WORKSHOP

Pavement Markings Today and Tomorrow

This preconference workshop is offered by the Northland ATSSA Chapter at no additional cost to registrants. Pavement markings are taking on a huge role in today's world with lateral vehicle guidance in cars and trucks, as well as distracted drivers. Pavement markings will have an even greater role in the near future as autonomous vehicles, connected work zones and technology in general starting to play a bigger role in vehicles on our roadways.

This workshop will lead a discussion of topics with respect to high level equipment, exotic materials, next lever inspection techniques, grooving and materials lists – liquid, non-liquid, plural component and single component. Emphasis will be on the importance of pavement marking uniformity across all jurisdictions and how states like South Dakota, North Dakota and Minnesota face different challenges. Now more than ever, the quality of pavement markings placed on the roadway means so much more than the quantity of pavement marking material a truck or crew can put out in a season.

Tuesday, March 18

7 a.m. – 4:30 p.m.
7:30 – 8:30 a.m.

REGISTRATION
EXHIBITS OPEN (Breakfast)

8:30 – 9:30 a.m.

GENERAL SESSION 1

Proactive Safety Analysis and Low Cost, High Impact Solutions for Traffic Safety in MN

Learn more about striping, rumbles, chevrons, back plates, flashing yellow arrows, etc., which are considered low cost, high impact solutions in Minnesota.

9:35 – 10:20 a.m.

BREAKOUT SESSIONS

1. High Tension Cable Barrier Repairs and Maintenance

2. Illuminating Safety: The Move to Wider and Wet Reflective Markings

In an era of heightened safety concerns, the visibility of pavement markings plays a crucial role in guiding drivers and ensuring road safety. This presentation will delve into the compelling reasons for adopting wider and wet reflective pavement markings, exploring how these innovations can significantly enhance safety for drivers. Join us to learn how adopting these types of pavement markings can transform our roadways, making them safer for all users. Together, we can pave the way for a brighter future.

3. MN Traffic Safety Camera Pilot Program

Minnesota's legislature has authorized a pilot program for traffic safety cameras. This session will give a brief background, an overview of the legislation and status of the program.

10:20 – 10:50 a.m.
10:50 – 11:35 a.m.

EXHIBITS OPEN (Coffee Break)
BREAKOUT SESSIONS

4. Lidar for Asset Management System

5. MnDOT Statewide Work Zone Safety Committee

6. CDL Updates

This session will cover new and upcoming federal DOT regulations and updates for CDL drivers.

11:35 a.m. – 1 p.m.

EXHIBITS OPEN (Lunch)

1 – 2 p.m.

GENERAL SESSION 2

Manual on Uniform Traffic Control Devices

The MUTCD is the national standard for traffic control devices – the signs, signals and markings that guide us every day in our travels throughout the U.S. A new edition of the MUTCD, containing more than 650 changes, was published Dec. 18, 2023. States have up to two years to adopt the new MUTCD. This presentation will cover many of the topic areas with substantive new or revised content. Brief overviews of the applicability of the MUTCD and the process by which states will adopt the new edition will also be discussed.

2:05 – 2:50 p.m.

BREAKOUT SESSIONS

7. Minnesota Work Zone Training Update

MnDOT is developing a comprehensive work zone training program in partnership with the University of Minnesota Local Technical Assistance Program (LTAP), to provide training to local public and private agencies. SRF Consulting has been hired to develop the various modules for this training. This presentation will provide background, status and schedule when trainings will be available.

8. Proper Load Securement for Moving Equipment or Materials

This session will focus on the proper load securement of materials and equipment moved on or within a transporting vehicle. It is based on the Federal Motor Carrier Safety Administration (FMCSA) load securement standard. No matter your level of interest in or use of load securement, this training will provide you with usable information to refresh on or learn required practices to ensure safe transport of what you are moving.

9. NDDOT Warranty Pavement Markings: A Viable Alternative???

Hear from the project planners and data gathering consultant on why this study concept was chosen, the pros/cons, results and the future of warranty markings in North Dakota.

2:50 – 3:20 p.m.

EXHIBITS OPEN (Coffee Break)

Tuesday, March 18 *(continued)*3:20 – 4:05 p.m. **BREAKOUT SESSIONS****10. Flagging Best Practices****11. Otter Tail County Sign Replacement Program**

As agencies consider how to meet impending federal requirements for maintenance of striping visibility, it's a good time to reflect on how local agencies implemented federal sign retroreflectivity requirements in 2014. Otter Tail County (Minnesota) will share how they managed and staffed their sign replacement program over the last 10 years.

12. Distracted Driving

Distracted driving has always been an issue in traffic safety. What can be done and what is being done? Hear information and advice from a Minnesota State Trooper.

4:05 – 4:50 p.m. **GENERAL SESSION 3****Wrong Way Detection**

Wrong way driving remains a persistent safety issue with severe consequences. In this session, we explore how the Safe System Approach can be effectively applied to mitigate wrong way driving incidents. We start by examining the patterns of driver errors that lead to wrong way entry, focusing on misinterpretations of roadway geometry and other contributing factors. By leveraging data collection and analysis, we can identify key trends and highlight design elements that can be enhanced to improve self-correction among drivers. Additionally, we discuss strategic engagement with law enforcement to intervene effectively when prevention measures fall short, ensuring that wrong way drivers can be intercepted before an incident occurs. Join us to learn how an integrated system with a proactive design, real-time response, and effective law enforcement engagement can prevent and respond to wrong way driving, reducing the risk to all road users.

4:50 – 6:30 p.m. **WELCOME RECEPTION & EXHIBITS OPEN**

Come connect with old friends and mingle with new acquaintances while enjoying cocktails and hors d'oeuvres at this annual event in the exhibit hall.



2025 Northland “How To” Conference

Wednesday, March 19

7:30 – 10 a.m. **REGISTRATION**
 7:30 – 8:30 a.m. **EXHIBITS OPEN (Breakfast)**
 8:30 – 9:15 a.m. **BREAKOUT SESSIONS**

13. Local Agency Pavement Marking Management

Speakers from Cass County in North Dakota and Marshall County in Minnesota will discuss how they review, evaluate and maintain their pavement marking systems on the county roads they are responsible for.

14. Temporary Traffic Control Overview and Inspections

This session will provide an overview of assessing work zones for safety and functionality. We will discuss key principles of temporary traffic control, common issues to watch for and effective inspection methods.

15. CAVs Discussion from MnDOT9:15 – 10 a.m. **BREAKOUT SESSIONS****16. Pavement Marking Inspection**

This session will cover pavement marking overspray lines, pressure being too high, truck calibration, etc.

17. Permanent Signing Installation Overview (LTAP)**18. PPE! How Do I Know What To Choose?**

This session will explore how to choose personal protective equipment (PPE) based on hazards, risk and employee comfort. We will identify current highway/roadway PPE, new PPE and options for PPE. Finally we will discuss PPE assessments and how often a company should review their current equipment.

10 – 10:30 a.m. **EXHIBITS OPEN (Coffee Break)**10:30 a.m. – Noon **GENERAL SESSION 4****Revolutionizing Road Safety: The Power of AI and Automated Data Collection**

Increased road safety is the goal of every Department of Transportation (DOT) and local agency. Without accurate and real-time insights, however, agencies cannot proactively and effectively respond to incidents and maintenance issues, leading to dangerous situations for everyday drivers, construction crews and agency employees. Data is the key to delivering these actionable insights, but the way that data is currently collected has become obsolete and inefficient.

Exhibits • Workshops • Networking

Who Should Attend?

This conference is a must for roadway safety infrastructure industry professionals involved in the selection, inspection or maintenance of all types of pavement markings, traffic signs and temporary (work zone) traffic control.

- Field personnel
- Field supervisors
- Designers of permanent/temporary traffic control
- State, county and local agency personnel
- Contractors
- Consulting engineers
- Traffic control device and material manufacturers
- Work zone traffic control supervisors

Northland “How To” Conference March 17-19, 2025



**Attend 20+ sessions
focusing on real-world
roadway safety issues**

+ *Preconference Workshop
on March 17*

**Register today at
ATSSA.com/NLHowTo2025**

Northland ATSSA Chapter
Minnesota • North Dakota • South Dakota

American Traffic Safety Services Association
Fredericksburg, VA 22406-1077
meetings@atssa.com • 540-368-1701

Cancellation Policy:
Full Registration fee will be refunded if cancellation
is received by March 1, 2025. No refunds after
March 1, 2025. No-shows will not be refunded.
All refunds will be made after the conference.



Exhibit sales now open online

- 10' x 10' exhibit spaces are \$1,195 for ATSSA Members, \$1,795 for Non-members.
- Receive 2 free registrations with each booth space.
- Vendor Reception sponsorships available for an additional \$200.

**Visit ATSSA.com/NLHowTo2025
to secure online through Cvent**



NICOLLET
COUNTY EST. 1853

Agenda Item: Approval for accepting the 2025 State of Minnesota Federal Boating Safety Supplemental Equipment Grant Contract Agreement		
Primary Originating Division/Dept.: Sheriff's Office		Meeting Date: 01/07/2025
Contact: Dave Lange	Title: Sheriff	Item Type: Regular Agenda (Select One)
Amount of Time Requested: 5 minutes		
Presenter: Dave Lange		Title: Sheriff
		Attachments: ☒ Yes ☐ No
County Strategy: Financial Security - prudent use of taxpayer resources (Select One)		
BACKGROUND/JUSTIFICATION: This grant is for equipment to update and replace equipment for the Sheriff's Office Dive Team. The grant is for \$8,999 to purchase 3 Public Safety Drysuits and a Buddy Line Surface Communication Station		
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: Acceptance of grant and appropriate signatures		
FISCAL IMPACT: No fiscal impact (Select One)		FUNDING County Dollars =
If "Other", specify:		Grant \$8,999 (Select One)
FTE IMPACT: No FTE change (Select One)		Total:
If "Increase or "Decrease," specify:		
Related Financial/FTE Comments:		



2025 STATE OF MINNESOTA
FEDERAL BOATING SAFETY SUPPLEMENTAL EQUIPMENT
GRANT CONTRACT AGREEMENT
ENCUMBRANCE WORKSHEET

Contract #: 260938

PO #: 3-267227

State Accounting Information

Dept. ID R29	PC Bus. Unit R2901	Fiscal Year 2025	Source Type REIMB	Vendor Number 0000197335-001
Total Amount \$8,999.00	Project ID R29G70CGBLA24	Billing Location R297000221	UEI FM1HRXZU4986	

Accounting Distribution

Fund 3000	Fin. Dept. ID R2937715	Approp. ID R297227	Category 84101501	Account 441302	Amount \$8,999.00	Activity A7CG002
Fund 3000	Fin. Dept. ID R2937715	Approp. ID R297227	Category 84101501	Account 441302	Amount \$0.00	Activity A7CG004

Grant Begin Date December 1, 2024	Grant End Date August 1, 2025
--------------------------------------	----------------------------------

Grantee Name and Address:

Nicollet County Sheriff's Office
501 S Minnesota Avenue, PO Box 117
St. Peter, MN 56082

Payment Address:
(where DNR sends the check)

Nicollet Co. Treasurer
501 S. Minnesota Ave.
St. Peter, MN 56082

2025 STATE OF MINNESOTA FEDERAL BOATING SAFETY SUPPLEMENTAL EQUIPMENT GRANT CONTRACT AGREEMENT

This grant contract agreement is between the State of Minnesota, acting through its Commissioner of Natural Resources, Enforcement Division ("State") and Nicollet County Sheriff's Office, 501 S Minnesota Avenue, PO Box 117, St. Peter, MN 56082 (DUNS FM1HRXZU4986) ("Grantee"). The payment address for this grant agreement is Nicollet Co. Treasurer, 501 S. Minnesota Ave., St. Peter, MN 56082.

Recitals

1. Under Minnesota Statute [§84.026](#), [§86B.101](#) and Department of Homeland Security – through the Recreational Boating Safety Financial Assistance program to states, commonwealth and territories (FAIN 3319FAS190127), (CFDA number 97.012) in U.S.C. 13101-13110 the State received a federal award of \$8,999.00 on December 1, 2024 for the Federal Boating Safety Supplemental Equipment Grant. This grant contract agreement is a non-research and non-developmental grant.
2. The State will make available supplementary funding in the amount noted in this grant contract agreement to cover the cost of the specific items for recreational boating safety.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract agreement to the satisfaction of the State. Pursuant to [Minn.Stat. §16B.98](#), Subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant contract agreement.

Grant Contract Agreement

1 Term of Grant Contract Agreement

- 1.1 **Effective date:** December 1, 2024, Per [Minn. Stat. §16B.98](#), Subd. 5, the Grantee must not begin work until this grant contract agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. Per [Minn.Stat. §16B.98](#) Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed. Reimbursements will only be made for expenditures made according to the terms of this grant contract agreement.
- 1.2 **Expiration date:** August 1, 2025, or until all obligations have been satisfactorily fulfilled, whichever occurs first. The Grantee shall submit a final billing invoice within 30 days of the expiration of the grant contract agreement as specified herein.
- 1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant contract agreement: 8. Liability; 9. State Audits; 10. Government Data Practices; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15. Data Disclosure.

2 Grantee's Duties

The Grantee, who is not a state employee, will comply with required grants management policies and procedures set forth through [Minn.Stat. §16B.97](#), Subd. 4 (a) (1). Grantee will be reimbursed, as specified in Exhibit A which is attached and incorporated into this grant contract agreement, for the purchase of the items noted there. The Grantee will submit to the State the required documents noted in Exhibit A which is attached and incorporated into this grant contract agreement. The State will make available supplementary funding in the amount noted in this grant contract agreement to cover the cost of the specific items for recreational boating safety noted in Exhibit A which is attached and incorporated into this grant contract agreement. See Exhibit A which is attached and incorporated into this grant contract agreement for life jacket wear policy requirement and allowable expenditures specific to this grant. See Exhibit B which is attached and incorporated into this grant contract agreement for specific federal requirements that affect this grant contract agreement. The Grantee is responsible for maintaining an adequate conflict of interest policy throughout the term of this grant contract agreement. The Grantee shall monitor and report any actual, potential or perceived conflicts of interest to the State's Authorized Representative.

Reporting Requirements: The Grantee is bound to financial and performance requirements as noted in this grant contract agreement and Exhibit A which is attached and incorporated into this grant contract agreement.

3 Time

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

4 Consideration and Payment

- 4.1 **Consideration.** The State will pay for all services performed by the Grantee under this grant contract agreement as follows:
 - (a) **Compensation.** The Grantee will be paid for all boat and water safety activities performed by the Grantee during the term of the grant contract agreement up to Eight thousand nine hundred ninety nine.
 - (b) **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract agreement will not exceed Eight thousand nine hundred ninety nine.
- 4.2 **Payment**
 - (a) **Invoices.** The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices shall be submitted timely in a form prescribed by the State within the dates previously noted in "Term of Grant Contract Agreement" in this grant contract agreement. Invoice procedures are specified in Exhibit A which is attached and incorporated into this grant contract agreement.

- (b) **Federal funds.** Payments under this grant contract agreement will be made from federal funds obtained by the State through the U.S. Coast Guard, Department of Homeland Security – through the Recreational Boating Safety Financial Assistance program to states, commonwealth and territories (FAIN 3319FAS190127), (CFDA number 97.012) in U.S.C. 13101-13110. See Exhibit B which is attached and incorporated into this grant contract agreement for specific federal requirements that affect this grant contract agreement. The Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements.

5 **Conditions of Payment**

All services provided by the Grantee under this grant contract agreement 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 Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6 **Authorized Representative**

The State's Authorized Representative is Adam Block, Boating Law Administrator, Enforcement Division, Minnesota Department of Natural Resources (DNR), 500 Lafayette Rd., St. Paul, MN 55155-4047, adam.block@state.mn.us, or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Sheriff David Lange, Nicollet County Sheriff's Office, 501 S Minnesota Avenue, PO Box 117, St. Peter, MN 56082 or his/her successor. If the Grantee's Authorized Representative changes at any time during this grant contract agreement, the Grantee must immediately notify the State.

7 **Assignment, Amendments, Waiver, and Grant Contract Agreement Complete**

- 7.1 **Assignment.** The Grantee shall neither assign nor transfer any rights or obligations under this grant contract agreement without the prior written consent of the State, approved by the same parties who executed and approved this grant contract agreement, or their successors in office.
- 7.2 **Amendments.** Any amendments to this grant contract agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract agreement, or their successors in office.
- 7.3 **Waiver.** If the State fails to enforce any provision of this grant contract agreement, that failure does not waive the provision or the State's right to enforce it.
- 7.4 **Grant Contract Agreement Complete.** This grant contract agreement, including Exhibits A and B which are attached and incorporated into this grant contract agreement, contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract agreement, whether written or oral, may be used to bind either party.

8 **Liability**

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

9 **Audits (State and Single)**

Under Minn. Stat. §16B.98, Subd. 8 and 2 CFR 200.337, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant contract 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 contract 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.

All state and local governments, colleges and universities, and non-profit organizations that expend \$750,000 or more of Federal awards in a fiscal year must have a single audit according to the OMB Uniform Guidance: Cost Principles, Audit, and Administrative Awards Requirements for Federal Awards. This is \$750,000 total Federal awards received from all sources. If an audit is completed, forward a copy of the report to both the State's Authorized Representative and the State Auditor.

10 **Government Data Practices**

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

11 American Disabilities Act

The Grantee is subject to complying with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.) and all applicable regulations and guidelines.

12 Non-Discrimination Requirements

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).

13 Workers Compensation

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

14 Publicity and Endorsement

14.1 **Publicity.** Any publicity regarding the subject matter of this grant contract agreement 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 Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract agreement. All projects primarily funded by state grant appropriations must publicly credit the State of Minnesota, including on the grantee's website when practicable.

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

15 Governing Law, Jurisdiction, and Venue

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

16 Termination

16.1 **Termination by the State.** 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.

- (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.
- (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.

16.2 **Termination by The Commissioner of Administration.** The Commissioner of Administration may 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.

16.3 **Termination for Insufficient Funding.** The State may immediately terminate this grant contract agreement if:

- (a) Funding for grant from the U.S. Coast Guard, Department of Homeland Security – through the Recreational Boating Safety Financial Assistance program to states, commonwealth and territories (FAIN 3319FAS190127), (CFDA number 97.012) in U.S.C. 13101-13110 is withdrawn. 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 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.

17 Data Disclosure

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

18 Invasive Species Prevention

The DNR requires active steps to prevent or limit the introduction, establishment, and spread of invasive species during contracted work. The contractor shall prevent invasive species from entering into or spreading within a project site by cleaning equipment prior to arriving at the project site.

If the equipment, vehicles, gear, or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by 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 DNR Contract Administrator. 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.

The contractor shall ensure that all equipment and clothing used for work in infested waters has been adequately decontaminated for invasive species (ex. zebra mussels) prior to being used in non-infested waters. All equipment and clothing including but not limited to waders, tracked vehicles, barges, boats, turbidity curtain, sheet pile, and pumps that comes in contact with any infested waters must be thoroughly decontaminated.

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

19.1 The prospective lower tier participant certifies, by submission of this agreement, 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.

19.2 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 agreement.

20 Whistleblower Protection Rights

41 USC §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection

(a) This award and employees working on this financial assistance agreement 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) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC 4712.

(c) The recipient shall insert this clause, including this paragraph (c), in all subawards and in contracts over the simplified acquisition threshold related to this award.

21 Indirect Cost Rate

No subaward indirect costs are part of the budget for this grant.

22 Subcontractors, Contracting, and Bidding Requirements

(a) The Grantee agrees that if it subcontracts any portion of this project to another entity, the agreement with the subcontractor will contain all provisions of the agreement with the State. The Grantee also agrees to comply with [Title 2 Code of Federal Regulations \(CFR\) 200.317](#) and [200.322](#) (if applicable-both apply to state entities only) as well as 2 CFR 200.318-321, and 2 CFR 200.323-326.

(b) Per [Minnesota Statute 471.345](#), grantees that are municipalities as defined in Subd. 1 must follow that Uniform Municipal Contracting Law if contraction funds from this grant contract agreement.

(c) The grantee must not contract with vendors who are suspended or debarred in MN: [Link to Suspend/Debarred Vendor Report \(https://mn.gov/admin/osp/government/suspended-debarred/index2.jsp\)](#)

Attachments:

- _____ A. Federal Grant Agreement
- _____ B. Exhibit A
- _____ C. Exhibit B
- _____ D. Conflict of Interest Disclosure

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Statutes 16A.15 and 16B.98.

Signed: _____

Date: 12/10/2024

SWIFT Contract # 260938

Purchase Order # 3-267227

2. GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant contract agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

3. STATE AGENCY: NATURAL RESOURCES

By: _____
(With delegated authority)

Title: Director, Enforcement Division – Central Office

Date: _____

Distribution:

Agency

Grantee

State's Authorized Representative

**2025 STATE OF MINNESOTA FEDERAL BOATING SAFETY
SUPPLEMENTAL EQUIPMENT GRANT CONTRACT AGREEMENT
(CFDA #97.012)**

1. The purpose of this grant is to provide supplementary funding to the Grantee, not exceeding the amount specified in Clause 4 of the grant contract agreement, to purchase the following specific equipment or other items that will be used for recreational boating safety activities:
 - + White's Hazmat Public Safety Drysuit x3**
 - + OTS MK 7 Buddy Line Surface Communication Station

** means trade-in or cost share by county*
*** means 25% county dive equipment cost share requirement*
2. The program shall begin on December 1, 2024 or date grant contract agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. The purchase, delivery and payment of approved items must be completed by August 1, 2025. An extension beyond that date for purchase, delivery and payment may be granted, if requested by the Grantee in writing to the State's representative. If approved by the State's representative, an amendment form is created which requires signatures by Grantee and State's representative. Requests submitted after August 1, 2025, that have not been granted an extension from the State, are not eligible for reimbursement and will become the Grantee's sole responsibility. The Grantee shall submit a final billing invoice within 30 days of the expiration of the grant.
3. The Grantee must first purchase the item as specified in this grant, follow any specific county purchasing procedures and pay for it from the Grantee's funds. The Grantee must then submit the following for reimbursement by the deadline noted in #2 above:
 - a. An invoice from the Grantee, dated no earlier than December 1, 2024 or date grant is fully executed and not later than August 1, 2025, with a description of all the item(s) being requested for reimbursement. The purchase/invoice deadline may be modified if an extension, as noted in clause #2 above, is granted and approved by the State's representative.
 - b. A copy of the invoice(s) from the vendor(s) showing the amount the Grantee actually paid, including shipping, sales tax and any setup costs.
 - c. If the item is valued over \$5,000, the Grantee's asset number(s) & equipment serial number(s) must also be included on the invoice.
 - d. All reimbursement requests must be sent to: kelly.affeldt@state.mn.us
4. County life jacket wear policy required for personnel working in boat and water. Policy must be submitted to State before DNR grant contract agreement approval.
5. Aids to navigation purchased through this grant must comply with the requirements in Minnesota Rule 6110.1500. Watercraft purchased through this grant must be registered with the State and display registration numbers and validation decals as noted in Minnesota Rule 6110.0100 - .0900.
6. The Grantee agrees that, when requested by the State, they will promptly complete an inventory on items purchased at a cost of more than \$5,000 and forward it to the State's representative.
7. The State will supply a special label that will need to be applied to each item of equipment that exceeds \$5,000. This label indicates that federal boating safety funds were used for all or a portion of the purchase.
8. Items purchased under this grant may not be sold, traded or disposed of without prior written permission and instructions from the State as to the disposition of the item(s), and any funds derived from their sale or

trade. The Grantee must promptly notify the State's representative if any item over \$5,000 purchased through this grant is lost or stolen.

9. By accepting this grant, the Grantee agrees, when requested, to accurately & promptly complete and return to the state any reports required by the State or the cognizant federal agency regarding activities, expenditures or accomplishments for the recreational boating safety program.
10. In any reference to this grant, it should be referred to as: "A federal boating safety sub grant through the Minnesota Department of Natural Resources."

**2025 FEDERAL ASSURANCES
NON-CONSTRUCTION PROGRAMS**

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et. seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1et seq.).
14. Will comply with P.L. 93-248 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments and Non-Profit Organizations." *(see below).
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

**If the COUNTY (as defined on page 1 of this grant) expends more than \$500,000 in federal assistance per year, it agrees to have a program-specific or single audit made in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 – "Audits of States, Local Governments and Non-Profit Organizations." Copies of the audit report are required to be sent to the following: 1) Office of the State Auditor – Single Audit Division, Suite 500, 525 Park Street, St. Paul, MN 55103, 2) Minnesota Department of Natural Resources, Internal Audit Section – Office of Management & Budget Services 500 Lafayette Road, St. Paul, MN 55155 and 3) The Federal Single Audit Clearinghouse located at: Bureau of the Census, Data Preparation Division, 1201 East 10th Street, Jeffersonville, IN 47132.*

Conflict of Interest Disclosure Form for Grantees

Conflict of Interest

A conflict of interest 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. There are several types of conflicts of interest.

Actual Conflict of Interest

An actual conflict of interest occurs when a person's decision or action would compromise a duty to a party without taking immediate appropriate action to eliminate the conflict.

Potential Conflict of Interest

A potential conflict of interest may exist if a person has a relationship, affiliation, or other interest that could create an inappropriate influence if the person is called on to make a decision or recommendation that would affect one or more of those relationships, affiliations, or interests.

Individual Conflict of Interest

A conflict of interest that may benefit an individual employee *or a* grant reviewer is any situation in which *their* judgment, actions or non-action could be interpreted to be influenced by something that would benefit them directly or through indirect gain to *an immediate family member*, business, or organization with which they are involved.

Organizational Conflict of Interest

A conflict of interest can also occur with an organization that is a grant applicant in a competitive grant process or grantee of a state agency.

Organizational conflicts of interest occur when:

- A grantee's objectivity in carrying out the grant is impaired or compromised due to competing duties or loyalties
- A grantee, potential grantee or grant applicant has an unfair competitive advantage through being furnished unauthorized proprietary information or source selection information that is not available to all competitors.

This section to be completed by Grantee's Authorized Representative

I certify that we will maintain an adequate Conflict of Interest Policy, and throughout the term of our agreement will report any actual or potential conflicts of interests by individual employees or our organization as a whole to the State's Authorized Representative.

Organization Name:

Project Name: 2025 MN DNR FEDERAL BOATING SAFETY SUPPLEMENTAL EQUIPMENT GRANT

Legal Citation: Under Minnesota Statute [§84.026](#), [§86B.101](#) and Department of Homeland Security – through the Recreational Boating Safety Financial Assistance program to states, commonwealth and territories (FAIN 3319FAS190127), (CFDA number 97.012) in U.S.C. 13101-13110 the State is empowered to enter into this grant contract agreement.

Authorized Representative Printed Name:

Authorized Representative Signature/Date:

Nicollet County Board of Commissioners

Board Meeting Agenda Item



Agenda Item: Employee Recognition Events						
Primary Originating Division/Dept.: Human Resources Contact: Kristy Larson Title: HR Director Amount of Time Requested: 5 minutes Presenter: Kristy Larson Title: HR Director	Meeting Date: 01/07/2025 Item Type: Regular Agenda (Select One)					
Attachments: ☒ Yes ☐ No						
County Strategy: Collaborative Workplace - sustain the core values of our culture (Select One)						
BACKGROUND/JUSTIFICATION: Per Minnesota Statute and the Nicollet County Employee Handbook, Nicollet County has established an Employee Wellness and Recognition Program, which allows the County to hold employee recognition events and, with permission from the Board of Commissioners, use budgeted County funds to help pay for such events. Events planned for this year include a picnic this summer, lunch for the winners of the Most Impactful Continuous Improvement Award, National County Government Month activities in April, retirement recognition, and employment milestone anniversary recognition.						
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) 01/23/2024						
Approved by County Attorney's Office: ☐ Yes ☐ No ☒ N/A						
ACTION REQUESTED: Approve budgeted County funds for employee recognition events.						
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> FISCAL IMPACT: Included in current budget (Select One) If "Other", specify: </td> <td style="width: 50%; vertical-align: top;"> FUNDING County Dollars = State (Select One) Total: \$ </td> </tr> <tr> <td colspan="2" style="padding-top: 10px;"> FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease," specify: Related Financial/FTE Comments: </td> </tr> </table>			FISCAL IMPACT: Included in current budget (Select One) If "Other", specify:	FUNDING County Dollars = State (Select One) Total: \$	FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease," specify: Related Financial/FTE Comments:	
FISCAL IMPACT: Included in current budget (Select One) If "Other", specify:	FUNDING County Dollars = State (Select One) Total: \$					
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease," specify: Related Financial/FTE Comments:						



RESOLUTION AUTHORIZING EMPLOYEE RECOGNITION EVENTS



WHEREAS, Minn. Stat. §15.46, Preventive Health Services for Public Employees, and Nicollet County Employee Handbook Chapter 7, Employee Recognition and Wellness, state that Nicollet County may establish and operate a program of preventive health and employee recognition services for County employees and may expend funds as necessary to achieve the goals of the program; and

WHEREAS, the Nicollet County Employee Handbook Chapter 7 states that the Nicollet County Board may approve employee recognition events as appropriate; and

WHEREAS, the Nicollet County Board wishes to hold recognition events for employees who are retiring, who are celebrating milestone employment anniversaries, who have earned the Most Impactful Continuous Improvement award, during National County Government Month (April), and during a summer employee recognition event;

THEREFORE, be it resolved, that the Nicollet County Board of Commissioners hereby authorizes these events during 2025; and

BE IT FURTHER RESOLVED that the Nicollet County Board of Commissioners approves the expenditure of County funds to hold said events.

Dated this 7th day of January 2025

Marie Dranttel, 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 Nicollet County updated Procurement Policies		
Primary Originating Division/Dept.: Finance Contact: Heather McCormick Title: Finance Director Amount of Time Requested: 5 minutes Presenter: Heather McCormick Title: Finance Director	Meeting Date: 01/07/2025 Item Type: Regular Agenda (Select One) Attachments: ☒ Yes ☐ No	
County Strategy: Financial Security - prudent use of taxpayer resources (Select One)		
BACKGROUND/JUSTIFICATION: The attached updated policies are presented for approval: Nicollet County Procurement Policy Nicollet County Federal Grant or Award Procurement Policy Background: Nicollet County's Procurement Policy was introduced in 2016 and later revised in 2019. Nicollet County's Federal Grant or Award Procurement Policy was introduced in 2019. Review Process: Ensured policies align with and follow Statutes and Uniform Guidance Code of Federal Regulations (CFR), researched other Minnesota counties policies, completed review of Office of State Auditor procurement audit procedures, utilized information from AMC and LMC, and gathered feedback from stakeholders. Baker Tilly's single audit compliance team also completed a review. Highlighted updates include: rearranged sequence for more efficient flow of topics, added tables to better interpret different procurement methods and thresholds, expansion of information of goods vs. professional services, establishment of higher threshold for micro-purchases, addition of support forms for single quote/sole source and emergency procurement, and expansion of information and tools for sub-recipients and contractors.		
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) 02/26/19		
Approved by County Attorney's Office: ☐ Yes ☐ No ☒ N/A		
ACTION REQUESTED: Approval of amended 2 Procurement Policies		
FISCAL IMPACT: No fiscal impact (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:	



Nicollet County Procurement Policy

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Nicollet County Procurement Policy

1. Purpose

The County Board and County procedures authorize departments to enter into purchase agreements to procure materials and services required to fulfill departmental missions. This policy provides the framework that allows department heads and elected officials to operate as efficiently and economically as possible, within Minnesota State Statute, while conducting procurements.

2. Scope

This policy shall apply to all procurement procedures by County departments, employees, and elected officials, unless otherwise stated.

Procurement requirements apply to the procurement of services, supplies, materials, equipment or the rental thereof, as well as the construction, alteration, repair or maintenance of real or personal property.

3. Ethical Practices

- A. Nicollet County shall operate in an ethical manner with respect to its employees and the public it serves. The Nicollet County Code of Conduct covers the receipt of gifts, favors, use of private or confidential information, conflict of interest, use of property, and acceptance of advantage. County employees and elected officials in a position to procure goods or services will abide by the County's Code of Conduct found in the Nicollet County Employee Handbook and by Minnesota State Statute.
- B. An act of fraud is committed if an employee or elected official of the County negotiates a personal procurement by fraudulent use of a County Claims Voucher Form or the purchasing capability of the County. Fraud also occurs if an employee claims a purchase is on behalf of Nicollet County when in fact the purchase was made solely for personal use. Fraud and personal procurement from the State Contract is an offense subject to prosecution and employee discipline. Willful violation of the County's Procurement Policy may result in disciplinary action up to and including termination of employment. Violation of the County Procurement Policy could also void the purchase and the person who violated the policy could be personally liable for the cost.

4. Purchasing Authority

- A. Procurement is under the broad direction of the Finance Department. Authority to procure products and services is granted to Department Heads/Elected Officials and their official designee(s) within the scope and authority of their department. Official designee(s) must be acknowledged in writing annually by Department Heads/Elected Officials.

- B. Department Heads are responsible for ongoing monitoring and evaluation of their respective departmental budget revenues and expenditures. Budgeted funds must be available before a procurement commitment is made. If sufficient funds are not available, a reallocation or additional appropriation request must be submitted and approved. Refer to the Nicollet County Budget Policy for additional standards that must be followed when making budget changes, including reallocation of funds, additional appropriations, and unbudgeted grants/revenue.

5. General Requirements

- A. Procurements must have a public purpose.
- B. Appropriate documentation must be maintained by the buyer conducting the procurement. All bids, quotations and estimates must be received in writing and must be kept on file for at least one year or until the completion of the procurement-year financial statement, whichever is later. Purchase transaction records must be kept on file for at least 6 years or until completion of the procurement-year financial statement, whichever date is later.
- C. Departments should consider the most cost-effective use of funds including use of shared goods and services as well as state and federal surplus property. Avoid duplicative or unnecessary items.
- D. A Property Acquisition/Disposal Record must be provided to Finance for all capital procurements over \$5,000 to ensure proper asset documentation and binding of insurance coverage.
- E. If procurement is being managed by an outsourced contractor, such as a project management company for capital construction projects, the outsourced contractor must follow State of Minnesota laws.

6. Overview of Procurement Methods

Tables A and B outline available procurement methods based on the total value of the procurement and what is being procured. Refer to Sections 7, 8 and 9 to provide additional compliance requirements for each procurement.

Table A: Procurement Methods by Value for supplies, materials, equipment, and construction

Procurement Method	Procurement Method Detail	Limit if using Non-Federal funds	Limit if using Federal Funds
Open market / direct negotiation	Direct negotiation with vendor Quotes may be obtained if desired	\$25,000 or less	
Informal quotations and/or bids	Obtain at least two quotes OR Competitive sealed bids	\$25,001 - \$174,999	
Competitive bidding / sealed bids	Follow competitive procurement process	\$175,000 or more	

Procurement Method	Procurement Method Detail	Limit if using Non-Federal funds	Limit if using Federal Funds
Cooperative purchasing	Purchase through The State Cooperative Purchasing Venture or other national municipal association	Any value	Generally, any value. Consult with the granting agency to affirm cooperative procurements satisfy competitive procurement requirements

Table B: Procurement Methods by Value for Professional Services

Professional services include, but are not limited to, the following: 1) architectural and engineering services; 2) consulting services; 3) legal services (beyond that provided by the County Attorney); 4) insurance consultation; 5) technology-related software, licenses and maintenance agreements; 6) personnel consultation; and 7) financial consultation.

Procurement Method	Procurement Method Detail	Limit if using Non-Federal funds	Limit if using Federal Funds
Open market / direct negotiation	Direct negotiation with vendor. Quotes may be obtained if desired.	Selection of procurement method is at the discretion of the department.	\$25,000 or less
Informal quotations and/or bids	Obtain at least two quotes OR Competitive sealed bids		\$25,001 - \$174,999
Competitive bidding / sealed bids	Follow competitive procurement process		\$175,000 or more
Cooperative purchasing	Purchase through The State Cooperative Purchasing Venture or other national municipal association		Generally, any value. Consult with the granting agency to affirm cooperative procurements satisfy competitive procurement requirements

7. Detailed Procurement Methods

- A. **Procurement using Federal funds.** Procurements using federal funds are governed by the Uniform Guidance and have unique procurement and contracting standards. Generally, the procurement can follow the standards outlined in the policy.

- i. Procurements using federal funds do not differentiate between goods/materials/equipment and professional services. Refer to [Tables A and B](#) in Section 6 for additional detail.
 - ii. Refer to the County's Federal Grant or Award Procurement Policy for additional standards and contract terms that must be considered when conducting a procurement using federal funds.
- B. **Supplies, materials, equipment or construction \$25,000 or less.** If the amount of the procurement is estimated to be \$25,000 or less, the Department has discretion to make the procurement by obtaining quotes or it may buy the item on the "open market" through direct negotiation with a vendor/supplier. If the Department chooses to obtain quotes, it must obtain at least two quotes when possible and keep them on file for at least one year or until completion of the procurement-year financial statement, whichever date is later.
- C. **Supplies, materials, equipment or construction between \$25,001 and \$174,999.** If the amount of the procurement is estimated to exceed \$25,000 but not exceed \$175,000, the procurement may be awarded through quotation or a sealed bid process. If the Department chooses to obtain quotes, it must obtain at least two quotes and keep them on file for at least one year or until completion of the procurement-year financial statement, whichever date is later. If the Department elects to obtain sealed bids, the Department must then comply with all the requirements of Section 8 below, Minn. Stat. § 375.21, and Minn. Stat. § 471.345.
 - i. For a procurement estimated to exceed \$25,000, the County must consider the availability, price and quality of supplies, materials or equipment available through the State's Cooperative Purchasing Venture before purchasing through another source.
 - ii. If market conditions limit the Department's ability to obtain two or more quotes, sole source/brand procurement may be conducted. See section 7F: Sole Source/Brand Procurement for additional information.
 - iii. If the Department chooses to conduct a bidding process instead of obtaining quotes, the competitive bidding process outlined in Section 8 must be adhered to.
- D. **Supplies, materials, equipment or construction over \$175,000.** If the amount of the procurement is estimated to exceed \$175,000, the Department is required to use the competitive bidding process to obtain sealed bids. The competitive bidding process outlined in Section 8 must be adhered to. In lieu of using competitive bids, the procurement can be made if the goods are available through the State of Minnesota Cooperative Purchasing Venture, Sourcewell MN, or other national municipal association.
 - i. For a procurement estimated to exceed \$175,000, the County must consider the availability, price and quality of supplies, materials or equipment available through the State's Cooperative Purchasing Venture before purchasing through another source.
- E. **Cooperative purchasing of supplies, materials, equipment or construction.** Procurement of supplies, materials, or equipment may be made without regard to competitive bidding requirements if the procurement is through a State Cooperative Purchasing Venture or other national municipal association that procures items from more than one source on the basis of competitive bids or competitive quotations.
- F. **Sole Source/Brand Procurement.** An exception to the standard bid process may be granted on two premises. (1) Only a single company or organization can supply the needed product or service. (2) Only a single "brand/model" will meet the department's technical/functional

requirements. The department conducting the purchase is required to complete the internal Single Quote or Sole Source Justification Form. Sole source requests should not be made unless the department is confident that the request is reasonable, appropriately justified to meet the County's requirements, and can withstand a possible audit or other public scrutiny. Sole source/brand purchasing minimizes or eliminates competition and should be avoided whenever possible.

- G. **Professional services.** Competitive bidding requirements do not apply to professional services. Services can be obtained through the method most advantageous to the Department which takes into consideration qualifications, specifications, competency, and availability of the most qualified service provider initially and independent of cost. Professional services include, but are not limited to, the following: 1) architectural and engineering services; 2) consulting services; 3) legal services (beyond that provided by the County Attorney); 4) insurance consultation; 5) technology-related software, licenses and maintenance agreements; 6) personnel consultation; and 7) financial consultation.
- H. **Responsible Contractor.** Minn. Stat. § 16C.285 requires all construction contracts over \$50,000 awarded through a solicitation process (bids, requests for proposals, requests for qualifications, quotes or any other type of solicitation) to be awarded to a responsible contractor. In order to qualify as a responsible contractor, the contractor or subcontractor, must meet the minimum criteria outlined in subdivision 3 of Minn. Stat. § 16C.285.
- I. **Exceptions.** The following items deviate from the standard procurement processes outlined in the above sections.
 - i. Repairs and maintenance of ditches. Refer to Minn. Stat. § 103E.705, subd. 5, 6 and 7. Refer to the statute for contracting requirements and exceptions to the competitive bidding process.
 - ii. Procurements related to water tank service contracts, shared hospital or ambulance services, fuel contracts for municipal power generation, procurement from rehabilitation facilities and energy efficiency projects. Refer to Minn. Stat. § 471.345 for additional detail.

8. Competitive bidding

The Uniform Municipal Contracting Law (competitive bidding law) requires counties to use the competitive bidding process for certain contracts estimated to exceed \$175,000. Uniform Municipal Contracting Law, Minn. Stat. § 471.345, serves as the primary source of statutory regulation of contracts in Minnesota. The following phases outline the competitive bidding process.

- A. **Define Bid Specifications.** Specifications shall be drawn by the Department Head/Elected Official or their designee. Specifications will incorporate a clear and accurate description of the technical requirements for the material, product or services to be procured. This description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. A "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of the procurement only when impractical or uneconomical to make a clear and accurate description of the technical requirements. Specifications shall be available for public inspection at the applicable department office.

B. Prepare for Solicitation

- i. **Best value procurement.** As an alternative to bidding, the County may elect a “best value” procurement process for construction, building, alteration, improvement or repair work. If such a method is used, the County will solicit Request for Proposals (RFPs). The County will comply with all requirements for best-value procurement under Minn. Stat. § 16C.28, subd. 1.
- ii. **Timing and Documentation of Bids**
 - a. Advertisements for bids shall be posted on the County’s website for a minimum of two weeks for all competitive procurements. Construction or repair of roads or bridges must be advertised for a minimum of three weeks. The advertisement shall state, at a minimum, a brief description of the work, where the bid specifications can be picked up and dropped off, a deadline date for submission of bids, the date and time the bids will be opened, the bid documents required for consideration and any bid bond if applicable. In addition, proposals and specifications may be sent to the names listed on any prospective vendor's list maintained by the department. Advertisements only need to be published in an official newspaper at the discretion of the Department Head/Elected Official.
 - b. All received bids shall be properly dated and stamped.
 - c. Bids shall be opened at a specific date, time, and place as stated in the bid advertisement.
- iii. **Awarding the Bid.** It is the intent of Nicollet County to award the contract to the lowest responsible bidder or bidders meeting the specifications and/or minimum qualifications. The County Board shall have the right to waive any informalities or irregularity in any bid or bids received. Bids may be accepted or rejected for any sound, documented reason. If no satisfactory bid is received, the Board may re-advertise the bidding. The Department Head/Elected Official shall make their award recommendations to the County Board based on, but not be limited to, the following general criteria:
 - a. Adherence to all conditions and requirements of bid specifications;
 - b. Total bid price including any discounts, unit price or extended price;
 - c. That the successful bidder is responsive and responsible which includes consideration of the bidder’s financial responsibility, integrity, skill and ability, compliance to public policy and the likelihood that the bidder will do satisfactory work;
 - d. The contractor or related entity is not currently suspended or debarred by the federal government or the State of Minnesota or any of its departments, commissions, agencies or political subdivisions that have authority to debar a contractor and;
 - e. Life cycle costing of the procurement.

9. Emergency procurements

- A. The County Administrator, Finance Director, or their designee, may authorize any department of the County to purchase in the open market, before obtaining County Board Approval, any

supplies, materials, services or equipment for immediate delivery to meet actual emergencies arising from unforeseen circumstances.

- B. The County Administrator, Finance Director, or their designee, must receive written notification which documents the need for emergency procurement and the goods or services to be procured. The department conducting the purchase is required to complete the internal Emergency Procurement Justification Form for emergency procurements. Upon notification and documentation, the County Administrator, Finance Director, or their designee, will issue written approval. If written notification and approval are not possible, verbal approval must be obtained and documented.
- C. Emergency purchases or repairs that cannot be delayed for time required to obtain approval or conduct bidding are defined by Minn. Stat. § 375.21 as: destruction or impassability of roads or bridges by floods, rain or snow, or other casualty, or from the breaking or damaging of any property in the county, if the public health, safety, or welfare would suffer by delay.
- D. If the procurement action would typically require County Board approval, it must then be ratified and recorded in the official proceedings of the County Board at its next regular meeting.

EFFECTIVE:

LAST AMENDED DATE:

REFERENCES:

Minn. Stat. § 16C.28 Subd. 1 Contracts; Award requirements

Minn. Stat. § 16C.285 Subd. 3 Responsible Contractor Requirement Defined

Minn. Stat. § 375.21 – Addresses bid and bond requirements for work or labor, purchase of furniture, fixtures, other property; construction or repair of roads, bridges, or buildings.

Minn. Stat. § 471.345 – Uniform Municipal Contracting Law

Minn. Stat. § 103E.705, subd. 5, 6 and 7 – Ditch repair and maintenance



Nicollet County Federal Grant or Award Procurement Policy

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Nicollet County Federal Grant or Award Procurement Policy

1. Purpose

The purpose of this policy is to ensure that goods and services purchased for the performance of a federal grant or award are obtained in a cost-effective manner and in compliance with federal regulations.

2. Scope

This policy applies to anyone ("Buyer") authorized to procure, initiate, and/or approve purchases paid with federal funds (grant/award) at Nicollet County. This policy is also subject to the Nicollet County Procurement Policy.

3. Ethical Practices

- A. Nicollet County shall operate in an ethical manner with respect to its employees and the public it serves. The Nicollet County Code of Conduct covers the receipt of gifts, favors, use of private or confidential information, conflict of interest, use of property, and acceptance of advantage. County employees and elected officials in a position to procure goods or services will abide by the County's Code of Conduct found in the Nicollet County Employee Handbook and by Minnesota State Statute.
- B. An act of fraud is committed if an employee or elected official of the County negotiates a personal procurement by fraudulent use of a County Claims Voucher Form or the purchasing capability of the County. Fraud also occurs if an employee claims a purchase is on behalf of Nicollet County when in fact the purchase was made solely for personal use. Fraud and personal procurement from the State Contract is an offense subject to prosecution and employee discipline. Willful violation of the County's Procurement Policy may result in disciplinary action up to and including termination of employment. Violation of the County Procurement Policy could also void the purchase and the person who violated the policy could be personally liable for the cost.

4. Purchasing Responsibilities

The Buyer is responsible for determining whether a purchase is allowable under the terms of the federal grant or award and will ensure purchases are in accordance with this policy as well as the County's purchasing policy. The Buyer will also serve as the final repository for purchase transaction records specific to federal funds. Purchase transaction records must be kept on file for at least 6 years or until completion of the procurement year financial statement, whichever date is later.

5. General Requirements

- A. New Federal grants or awards must be brought to the County Board for acceptance. The County Board may approve to delegate authority to departments heads to accept ongoing budgeted Federal grants.

- B. As part of the annual budget process, the County Board approves a 5 Year Capital Improvement Plan (CIP), which includes the Road and Bridge CIP. The Public Works Director is authorized to apply for federal grants for transportation projects identified within the approved 5 Year Road and Bridge Capital Improvement Plan.
- C. For Federal Emergency Management Agency (FEMA) awards, which involve reimbursement of expenses paid by the county to repair storm damage, the Public Works Director will manage the oversight of the FEMA award process for County maintained and owned highways, bridges, and parks as defined by FEMA. The Public Works Director along with the Emergency Management Director, will keep the Board informed of all FEMA events.
- D. Nicollet County must follow the requirements of the grant (for example: Resolution of support, Grant application, Board approval to apply, etc.).
- E. When contemplating a purchase of goods and/or services that involves the expenditure of federal or state funds, the procurement must be conducted in accordance with mandatory applicable federal or state regulations. For federal grants, the procurement standards in the Code of Federal Regulations (CFR) must be followed. The procurement standards and required contract provisions can also be found here: [2 CFR 200.318 to 327](#) and [Contract Provisions for Non-Federal Entity Contracts Under Federal Awards](#).
- F. In addition to the procurement standards, it is important to note that local entities that receive more than \$750,000 in federal funding during a fiscal year must comply with Single Audit requirements. It is imperative that the Finance Director be notified regarding new federal funding of any amount.
- G. Buyers shall avoid purchasing unnecessary items. All vendor bids, proposals, and quotations must be evaluated on the basis of product quality, technical compliance with specifications, total cost, and the vendor's acceptance of the County's terms and conditions.

6. Determination of Subrecipients and Contractors (CFR § 200.331)

- A. When the County disburses federal funds, the buyer must define the entity receiving the funds as a contractor or subrecipient. Determination of subrecipients should be recorded in the Subrecipient Monitoring Workflow Template.
- B. Subrecipients have the following characteristics (not all characteristics need to be evident in order to be a subrecipient):
 - i. Organization has responsibility for programmatic decision-making;
 - ii. Organization has responsibility for adhering to federal program compliance requirements;
 - iii. Organization's performance is measured against federal program objectives;
 - iv. Organization uses the federal funds to carry out program objectives as compared to providing goods and services to the County;
 - v. Organization contributes a match or other non-federal funding support to the award.
- C. Contractors have the following characteristics (not all characteristics need to be evident in order to be a contractor):
 - i. Organization provides similar goods and services within normal business operations;
 - ii. Organization operates in a competitive environment in relation to the goods and services to be provided to the County;

- iii. Organization provides goods and services that are necessary for the County to operate the Federal program;
 - iv. Organization does not need to comply with Federal program compliance requirements;
 - v. Organization responded to a request for bids or proposals and does not make decisions regarding the statement of work.
- D. Subrecipients require a risk review and ongoing monitoring. See [Section 16](#) for additional detail on risk review and monitoring for subrecipients.
- E. Contractors are subject to the procurement methods and contract requirements outlined in this policy.

7. Methods of Procurement Under a Federal Award (CFR § 200.320)

The County will use the following procurement methods in Table A and detailed in the narrative sections below the table.

Table A: Procurement Methods by Value

Procurement Method	Procurement Method Detail	Procurement Limit for Federal Funds	Additional direction
Open market / direct negotiation	Direct negotiation with vendor Quotes may be obtained if desired	\$25,000 or less “micro-purchases”	Micro-purchases should be distributed equitably amongst suppliers
Informal quotations and/or bids	Obtain at least two quotes OR Competitive sealed bids	\$25,001 - \$174,999 “simplified acquisitions”	Sealed bids are the preferred procurement method for construction work
Competitive bidding / sealed bids	Follow competitive procurement process	\$175,000 or more “formal procurement”	
Cooperative purchasing	Purchase through The State Cooperative Purchasing Venture or other national municipal association	Generally, any value. Consult with the granting agency to affirm cooperative procurements satisfy competitive procurement requirements	

- A. **Micro-purchases valued at \$25,000 or less** can be made through direct negotiation with the vendor and/or on the open market. This does not prohibit the County from obtaining quotes, if desired.
- i. Micro-purchases should be distributed equitably amongst suppliers when possible.
 - ii. County staff should use their best judgement and maintain the best interest of the County when considering if a price is reasonable.

- B. **Simplified acquisitions valued between \$25,001 - \$174,999** can be made through an informal procurement by obtaining at least two quotes from qualified vendors.
 - i. Quotes must be kept on file for at least one year or until completion of the procurement year financial statement, whichever date is later.
 - ii. If market conditions limit the ability to obtain two or more quotes from qualified vendors, sole source procurement may be conducted. See section 7F of the County's procurement policy for non-competitive procurement procedures. The department conducting the purchase is required to complete the internal Single Quote or Sole Source Justification Form.
- C. **Formal procurements exceeding \$175,000** must be solicited via a formal, competitive procurement method either through obtaining sealed bids or proposals.
- D. Refer to Section 8 of the County's Procurement Policy for information on conducting competitive bidding.

8. Documentation (CFR § 200.318)

- A. Records that sufficiently detail the history of all procurements, including simplified acquisitions, must be kept on file by the buyer conducting the procurement. Documentation must include:
 - i. A summary rationale for the method of procurement and selection of a contract type;
 - ii. Support for the selection or rejection of each vendor; and
 - iii. Detail which supports the basis of the contract price, such as a line item quote or fee.

9. Competition (CFR § 200.319)

- A. All procurement transactions must be conducted in a manner providing full and open competition consistent with federal regulations. Nicollet County employees or those conducting procurement on behalf of Nicollet County utilizing federal funds are prohibited from engaging in the following activities which would restrict competitive and open procurement:
 - i. Placing unreasonable requirements on vendors for them to qualify to do business;
 - ii. Requiring unnecessary experience and excessive bonds;
 - iii. Noncompetitive pricing practices and contracts;
 - iv. Allowing organizational conflicts of interest;
 - v. Specifying only a "brand name" instead of allowing "an equal" product to be offered; and
 - vi. Any arbitrary action in the procurement process;
 - vii. Allowing a contractor that is bidding on the contract to be involved with developing or drafting the specifications, requirements, statement of work, invitation for bids or requests for proposals.
- B. Nicollet County must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preferences, or for state licensing law [CFR § 200.319].

10. Contracting with small and minority businesses, women's business enterprises and labor surplus area firms (CFR § 200.321)

- A. Nicollet County employees or those conducting procurement on behalf of Nicollet County utilizing federal funds must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus firms are used when possible. Affirmative steps must include:
- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - ii. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
 - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce;
 - vi. The Office of Equity in Procurement for the State of Minnesota maintains a list of certified minority and disadvantaged businesses which can be utilized to procure services:
<https://mn.gov/admin/business/vendor-info/oep/>
 - vii. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed above.

11. Cost effective procurement (CFR § 200.318)

- A. The following activities are encouraged by the federal government in support of economical and cost-effective procurements. Nicollet County employees should consider the following:
- i. Avoid acquisition of unnecessary or duplicative items.
 - ii. Consider if consolidating or break out procurement would results in a more cost effective procurement.
 - iii. Analyze lease versus purchase alternatives.
 - iv. Enter into state and local intergovernmental agreements or use common or shared goods and services where appropriate.
 - v. Use Federal excess and surplus property in lieu of purchasing new equipment or property when available.
 - vi. Use value engineering clauses in contracts for construction projects.

12. Cost and price analysis (CFR § 200.324)

- A. Every procurement action in excess of \$175,000, including contract modifications, must have a cost or price analysis. Nicollet County must make independent estimates before receiving bids or proposals.

- B. Profit must be negotiated as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed.
- C. For information on costs or prices based on estimated costs for contracts, please refer to CFR § 200.400 which further defines cost principles.
- D. The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

13. Contracting and Contract Management (CFR § 180.300; CFR § 200.318; CFR § 200.326)

- A. Ensure contractors are performing in accordance with the terms, conditions and specifications of their contracts. Contracts should only be awarded to responsible contractors who have the ability to perform successfully under the terms and conditions of the procurement.
- B. Time and materials type contracts may be used only after it is determined there is no other suitable contract and if the contract includes a ceiling price that the contractor exceeds at its own risk. If this contract is used a high degree of oversight is required to ensure the contractor is using efficient methods and effective cost controls.
- C. Nicollet County is responsible for the settlement of all contractual and administrative issues arising out of the procurements, which include, but are not limited to: source evaluation, protests, disputes and claims.
- D. Suspension and debarment (CFR § 180.300). A prospective contractor that is listed on the government-wide Excluded Parties List System in the System for Award Management (www.SAM.gov/content/exclusions) as Excluded has been suspended or debarred and cannot be awarded a contract funded with Federal money. When entering into a contract the buyer must verify that the person or vendor with whom you intend to do business is not excluded or disqualified. You do this by:
 - i. Checking SAM exclusions; or
 - ii. Collecting a certification from that person; or
 - iii. Adding a clause or condition to the covered transaction with that person.
- E. Bonding requirements (CFR § 200.326)

The buyer must determine that the Federal government and Nicollet County interest is adequately protected. For construction or facility improvement contracts or subcontracts exceeding \$175,000, the minimum requirements must be as follows:

- i. A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- ii. A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

- iii. A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

14. Federal Procurement Reference Guide

The following guide serves as a reference for conducting a procurement using federal funds. Buyers should read this policy document in its entirety and not rely solely on the reference guide below.

	DO
	Consider the most cost effective way to conduct the procurement including but not limited to utilizing intergovernmental agreements, leasing vs. purchasing and utilizing surplus property.
	Utilize Table A to follow the appropriate procurement method based on the anticipated dollar value of the procurement.
	Take proactive steps to assure participation by small, minority and women’s business enterprises. Refer to Section 10 for additional guidance.
	Maintain all required documentation related to the procurement including bids, quotes and other supporting documents
	For construction or facility improvement contracts valued at \$175,000 or more, follow the bonding requirements outlined in 13E .
	Perform a price or cost analysis for all procurement actions in excess of \$175,000.
	DON'T
	Do not limit the competitive environment of the procurement in any way. Specifically, do not perform the following actions: • Do not place unreasonable requirements on vendors • Do not require unnecessary experience and excessive bonds • Do not allow organizational conflicts of interest • Do not specify a specific brand name instead of allowing an equal product to be offered • Do not create any arbitrary action in the procurement • Do not allow a contractor that is bidding on work to develop any of the procurement documents such as specifications, requirements, etc. • Do not impose geographical preferences in the procurement process unless Federal mandates expressly mandate or encourage geographic preferences or if required by state licensing law
	Do not utilize vendors that have been suspended or debarred from doing business with the Federal government

15. Contract Provisions (CFR § 200.327)

Federal awards must contain required terms as outlined in CFR § 200.327 and detailed in Appendix II to Part 200. The required terms as listed in the guidance, are included in [Appendix A](#) of this document.

All new contracts utilizing Federal awards or grants must be reviewed by the County Attorney.

16. Subrecipient risk review and monitoring (CFR § 200.332 through § 200.333)

A. Risk review

- i. For all subrecipients, the risk review shall be completed by a member of the Finance Department and reviewed by the Finance Director. The Subrecipient Monitoring Workflow Template should be used to document the risk review.
- ii. The program manager responsible for managing the subrecipient relationship and program oversight shall be responsible for gathering all materials required to conduct the risk review. At a minimum:
 1. The entity's most recently completed financial statement audit, including the single audit if the entity is subject to a single audit
 2. A brief biography for the entity's employee who will have primary oversight of the grant award / program, including the amount of time they've been employed at the entity, and their grants management experience
 3. A brief written summary of the entity's experience managing the same or similar grants
 4. If the entity receives any grants directly from the Federal government, the extent and results of any monitoring activities
- iii. Using the Subrecipient Monitoring Workflow Template, a risk category and funding tier shall be assigned to each subrecipient taking into account the following considerations:
 1. The subrecipient's prior experience with the same or similar subawards;
 2. The results of previous audits including whether or not the subrecipient receives a Single audit in accordance with the Uniform Guidance, and the extent to which the same or similar subaward has been audited as a major program;
 3. Whether the subrecipient has new personnel or new or substantially changed systems;
 4. The extent and results of Federal awarding agency monitoring if applicable; and
 5. The amount of the subaward.

B. Subrecipient Monitoring

- i. The following monitoring procedures are required for all subrecipients:
 1. Reviewing financial and performance reports required by the pass-through entity (PTE).

2. Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from PTE detected through audits, on-site reviews, and other means.
 3. Issuing a management decision for audit findings pertaining to the Federal award provided to the subrecipient from PTE as required by CFR § 200.521 Management decision.
 4. Verify that every subrecipient is audited as required by Subpart F—Audit Requirements of this part when it is expected that the subrecipient’s Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in CFR § 200.501 Audit requirements.
 5. Consider whether the results of the subrecipient’s audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity’s own records.
 6. Consider taking enforcement action against noncompliant subrecipients as described in CFR § 200.339 Remedies for noncompliance of this part and in program regulations.
- ii. Dependent on the subrecipient’s risk rating and tier, additional monitoring may be required as outlined in the table below. The Finance Department and the program manager managing the subrecipient relationship shall work collaboratively to complete monitoring activities with the subrecipient.
7. Provide subrecipient with training and technical assistance on program related matters
 8. Perform on-site reviews of the subrecipient’s program operations
 9. Arrange for agreed-upon-procedures engagements as described in CFR § 200.425 Audit Services

Table B: Subrecipient Monitoring Matrix

	High risk	Moderate risk	Low risk
Tier 1 (subaward over \$500k)	(1), (2), (3)	(1), (2)	(1)
Tier 2 (subaward between \$100k-\$500k)	(1), (2)	(1)	n/a
Tier 3 (subaward below \$100k)	(1)	n/a	n/a

- iii. All monitoring actions and results should be recorded in the Subrecipient Monitoring Workflow Template and kept on record with the subrecipient contract and agreement, and other supporting documentation.

EFFECTIVE:

LAST AMENDED DATE:

REFERENCES:

Code of Federal Regulations (CFR) Title 2 Part 200 Uniform Administrative Requirement. [eCFR ::
2 CFR Part 200 -- Uniform Administrative Requirements, Cost Principles, and Audit Requirements
for Federal Awards](#)

Appendix A – Minimum Required Contract Terms (CFR § 200.327, Appendix II to Part 200)

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- (A) Contracts for more than the simplified acquisition threshold, which is the inflation-adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- (C) Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of “federally assisted construction contract” in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with [Executive Order 11246](#), “Equal Employment Opportunity” ([30 FR 12319](#), [12935](#), [3 CFR Part, 1964-1965](#) Comp., p. 339), as amended by [Executive Order 11375](#), “Amending [Executive Order 11246](#) Relating to Equal Employment Opportunity,” and implementing regulations at [41 CFR part 60](#), “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- (D) Davis-Bacon Act, as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- (E) Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- (G) Clean Air Act ([42 U.S.C. 7401-7671q.](#)) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than [Executive Order 12549](#).
- (I) Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#))—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) CFR § 200.323 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(K) CFR § 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See [Public Law 115-232](#), section 889 for additional information.

(d) See also CFR [§ 200.471](#).

(L) CFR § 200.322 Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

- (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in [2 CFR part 184](#).

Nicollet County Board of Commissioners

Board Meeting Agenda Item



Agenda Item: Resolution to delegate EFT Authority		
Primary Originating Division/Dept.: Finance Contact: Heather McCormick Title: Finance Director Amount of Time Requested: 5 minutes Presenter: Heather McCormick Title: Finance Director	Meeting Date: 01/07/2025 Item Type: Regular Agenda (Select One)	
		Attachments: ☒ Yes ☐ No
County Strategy: Financial Security - prudent use of taxpayer resources (Select One)		
BACKGROUND/JUSTIFICATION: In accordance with Statute §471.38 subd. 3a, this resolution is to approve delegation of Electronic Funds Transfers. This County Board will approve delegation authority annually in January.		
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) 01/02/2024		
Approved by County Attorney's Office: ☐ Yes ☐ No ☒ N/A		
ACTION REQUESTED: Approval of the EFT Delegation Authority resolution		
FISCAL IMPACT: No fiscal impact (Select One) If "Other", specify:	FUNDING County Dollars = State (Select One)	
FTE IMPACT: No FTE change (Select One)	Total:	
If "Increase or "Decrease," specify: Related Financial/FTE Comments:		



RESOLUTION TO DELEGATE AUTHORITY FOR ELECTRONIC FUNDS TRANSFERS



WHEREAS, Minnesota Statute 471.38 allows for the use of electronic fund transfer as means of making various payments; and

WHEREAS, Electronic funds transfer is the process of value exchange via mechanical means without the use of checks, drafts, or similar negotiable instruments; and

WHEREAS, a local government may make an electronic funds transfer for the following:

- 1) for a claim for a payment from an imprest payroll bank account or investment of excess money;
- 2) for a payment of tax or aid anticipation certificates;
- 3) for a payment of contributions to pension or retirement fund;
- 4) for vendor payments; and
- 5) for payment of bond principal, bond interest and a fiscal agent service charge from the debt redemption fund.

WHEREAS, the County Board shall annually delegate the authority to make electronic funds transfers to the County's chief financial officer or their designee.

NOW THEREFORE, BE IT RESOLVED, that the Nicollet County Board delegates the authority to make electronic funds transfers to Heather McCormick, Nicollet County Finance Director and her designees.

NOW THEREFORE BE IT FURTHER RESOLVED, that the county finance director will:

- 1) provide copy of this resolution to the disbursing bank;
- 2) provide a list of all transactions made by electronic fund transfer to the county board as its next regularly scheduled meeting.

Dated this 7th day of January, 2025.

Marie Dranttel, Chair
Nicollet County Board of Commissioners

ATTEST:

Mandy Landkamer
County Administrator and Clerk to the Board

Nicollet County Board of Commissioners

Board Meeting Agenda Item



Agenda Item:						
2025 Health and Human Services: Execution of Contracts and Agreements						
Primary Originating Division/Dept.: Health and Human Services	Meeting Date: 01/07/2025					
Contact: Cassandra Sassenberg Title: HHS Director	Item Type: Regular Agenda (Select One)					
Amount of Time Requested 5 minutes						
Presenter: C. Sassenberg Title: HHS Director	Attachments: ☒ Yes ☐ No					
County Strategy: Programs and Services - deliver value-added quality services (Select One)						
BACKGROUND/JUSTIFICATION: Throughout the year, Nicollet County enters into purchase of service agreements, cooperative agreements, grant agreements, and internship agreements for the provision of health and human services. In order to provide efficiency, the Nicollet County Board has annually authorized the Health and Human Services Director to execute and approve these contracts for program areas previously approved and budgeted for by this Board.						
Supporting Documents: ☒ Attached ☐ In Signature Folder ☐ None						
Prior Board Action Taken on this Agenda Item: ☒ Yes ☐ No						
If "yes", when? (provide year; mm/dd/yy if known) Annually						
Approved by County Attorney's Office: ☒ Yes ☐ No ☐ N/A						
ACTION REQUESTED: Approval of the 2025 resolution delegating contract authority to the Health and Human Services Director.						
<table border="0"> <tr> <td> FISCAL IMPACT: No fiscal impact (Select One) If "Other", specify </td> <td> FUNDING County Dollars = Other (Select One) </td> </tr> <tr> <td> FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments: </td> <td> Total </td> </tr> </table>			FISCAL IMPACT: No fiscal impact (Select One) If "Other", specify	FUNDING County Dollars = Other (Select One)	FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:	Total
FISCAL IMPACT: No fiscal impact (Select One) If "Other", specify	FUNDING County Dollars = Other (Select One)					
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:	Total					



RESOLUTION TO AUTHORIZE CONTRACT EXECUTION



WHEREAS, Minnesota counties are obligated to provide services and to enter into contracts for the provision of services to individuals in their counties; and

WHEREAS, Minnesota law contemplates that Minnesota counties, by necessity, must arrange contracts with service providers to be able to utilize various services to benefit individuals, generically known as purchase of services contracts; and

WHEREAS, the County routinely enters into purchase of service contracts, cooperative agreements, and grant agreements for the provision of health and human services; and

WHEREAS, Minnesota Statutes Chapter 256 governs the County's purchase of community social services and provides that the County Board must sign and approve all agreements unless the County Board has designated the local agency to sign said Contracts on its behalf; and

WHEREAS, this Board believes a more expeditious handling of such agreements and contracts may be obtained by delegating to the Director of Nicollet County Health and Human Services the authority to sign on behalf of this Board.

NOW THEREFORE BE IT RESOLVED, that the Nicollet County Board of Commissioners authorizes the Director of Nicollet County Health and Human Services to execute and approve purchase of service agreements, cooperative agreements, memorandums of understanding, internship agreements, and grant agreements for program areas previously approved and budgeted for by this Board.

Dated this 7th day of January, 2025

Marie Dranttel, 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:	
Community Health Services Administrator - Revised Resolution	
Primary Originating Division/Dept.: Health and Human Services	Meeting Date: 01/07/2025
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: Nicollet County's Community Health Board requires the appointment of a Community Health Services (CHS) Administrator who will serve as the Board's agent to communicate with the Commissioner of Health, sign and submit reports and budgets, submit grant applications, sign and execute contracts, and submit invoices. The Health and Human Services Director was appointed by this Board as the CHS Administrator. The Public Health Supervisor was also delegated the ability to submit reports and budgets. To improve efficiency, Health and Human Services is requesting the authorization of the Public Health Supervisor to review, approve, and submit invoices on behalf of the Board for activities for funding opportunities administered by the Minnesota Department of Health and other entities.	
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 Resolution Appointing Cassandra Sassenberg as Nicollet County's CHS Administrator effective January 1, 2025	
FISCAL IMPACT: Included in current budget (Select One) If "Other", specify	FUNDING County Dollars = 0 State (Select One) Total
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:	



RESOLUTION AUTHORIZING COMMUNITY HEALTH SERVICES ADMINISTRATOR

The Nicollet County Community Health Board, hereafter referred to as the Board, by virtue of its authority under Minnesota Statutes 145A and by this Resolution of the Board adopted at a scheduled meeting of the Nicollet County Board on August 27th, 2024, hereby appoints and authorizes the following person(s) to act on the Board's behalf effective January 01, 2025, and bind the Board for the following purpose(s):

- A. To serve as the Community Health Services Administrator and the Board's agent according to Minnesota Statute 145A.04, Subd. 2, in communicating with the Commissioner of Health between Board meetings, including receiving information from the Commissioner and disseminating that information to the Board, as well as providing information to the Commissioner on the Board's behalf.

Name: Cassandra Sassenberg
Address: 622 South Front Street
St. Peter, MN 56082
Phone: (507) 934-8573

- B. To sign and submit to the Commissioner the required components of the Local Public Health Act including identification of local priorities, progress reports and budgets according to Minnesota Statute 145A.04, Subd.1a.

Name: Breanna Allen
Address: 622 South Front Street
St. Peter, MN 56082
Phone: (507) 934-7177

Name: Cassandra Sassenberg
Address: 622 South Front Street
St. Peter, MN 56082
Phone: (507) 934-8573

- C. To submit grant applications, sign and execute contracts on behalf of the Board for funding opportunities administered by the Minnesota Department of Health and other entities.

Name: Cassandra Sassenberg
Address: 622 South Front Street
St. Peter, MN 56082
Phone: (507) 934-8573

- D. To review, approve and submit invoices on behalf of the Board for activities for funding opportunities administered by the Minnesota Department of Health and other entities.

Name: Breanna Allen
Address: 622 South Front Street
St. Peter, MN 56082
Phone: (507) 934-7177



Name: Cassandra Sassenberg
Address: 622 South Front Street
St. Peter, MN 56082
Phone: (507) 934-8573



This resolution authorizes the above referenced appointees to act on behalf of and bind the Board to the extent and for the purposes indicated in this resolution.

Dated: January 7th, 2025

Marie Dranttel, 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: Statewide Health Improvement Partnership (SHIP) Memorandum of Agreement		
Primary Originating Division/Dept.: Health and Human Services Contact: Cassandra Sassenberg Title: HHS Director Amount of Time Requested: 5 minutes Presenter: Cassandra Sassenberg Title: HHS Director	Meeting Date: 01/07/2025 Item Type: Regular Agenda (Select One)	
Attachments: ☒ Yes ☐ No		
County Strategy: Programs and Services - deliver value-added quality services (Select One)		
BACKGROUND/JUSTIFICATION: On November 26th, 2024, Nicollet County's Board of Commissioners took action to enter into a grant agreement with the Minnesota Department of Health to administer work through the Statewide Health Improvement Partnership (SHIP). The grant agreement follows the dissolution of the Brown Nicollet Community Health Board and the formation of the Nicollet County Community Health Board. It is effective for the duration of the existing grant cycle, January 01, 2025 through October 31, 2025. The proposed Memorandum of Agreement is an amended agreement between Brown, Nicollet, and LeSueur-Waseca Community Health Boards to provide parameters for the ongoing partnership between the four counties for the duration of the grant agreement.		
Supporting Documents: ☒ Attached ☐ In Signature Folder ☐ None		
Prior Board Action Taken on this Agenda Item: ☐ Yes ☒ No If "yes", when? (provide year; mm/dd/yy if known)		
Approved by County Attorney's Office: ☒ Yes ☐ No ☐ N/A		
ACTION REQUESTED: Approval of the 2025 SHIP Memorandum of Agreement		
FISCAL IMPACT: No fiscal impact (Select One) If "Other", specify:	FUNDING County Dollars = Other (Select One)	
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease," specify: Related Financial/FTE Comments:	Total:	

SHIP Memorandum of Agreement

This Agreement is made and entered into by and between the Le Sueur-Waseca Community Health Board (LWCHB), the Brown County Community Health Board (BCCHB), and the Nicollet County Community Health Board (NCCHB).

WHEREAS, LWCHB previously partnered with the Brown-Nicollet Community Health Board (BNCHB) to implement a Statewide Health Improvement Partnership (SHIP) grant from the Minnesota Department of Health; and

WHEREAS, BNCHB voted to dissolve their organization. Brown County and Nicollet County are each independently moving forward with their own Community Health Board, effective January 1, 2025; and

WHEREAS, LWCHB, BCCHB and NCCHB desire to implement a new Memorandum of Agreement to continue to partner to implement a Statewide Health Improvement Partnership (SHIP) grant from the Minnesota Department of Health that was previously awarded for the grant period of November 1, 2020 to October 31, 2025 and

WHEREAS, the State of Minnesota has agreed to issue an amended grant agreement for the period of January 1, 2025, to October 31, 2025, to allow LWCHB, BCCHB, and NCCHB, to continue the grant after January 1, 2025, with the NCCHB serving as the Lead Agency to administer the grant; and

WHEREAS, the SHIP grant dollars will be awarded to the LWCHB, BCCHB and NCCHB partnership on January 1, 2025, and those parties desire to work collaboratively to implement policy for the use of those SHIP grant dollars, and to hire a SHIP Coordinator to oversee the grant implementation.

NOW, THEREFORE, LWCHB, BCCHB and NCCHB hereby agree as follows:

1. LWCHB, BCCHB and NCCHB will partner to implement the SHIP grant from the Minnesota Department of Health, for the grant period January 1, 2025, to October 31, 2025.
2. LWCHB, BCCHB and NCCHB will cooperate and collaborate in implementing policy for the use of SHIP grant dollars awarded.
3. NCCHB will hire a 1.0 FTE SHIP Coordinator to administer, manage, implement, and reporting responsibilities for the SHIP grant through this partnership.
4. NCCHB will assume responsibility for the actions of the SHIP Coordinator while providing services under the SHIP grant program, and will provide liability insurance for claims arising from services provided.
5. The Parties to this Agreement understand that the funding for this position is dependent upon the SHIP grant received by the NCCHB from the State of

Minnesota. In the event that NCCHB do not receive funding from the State of Minnesota's SHIP grant, LWCHB, BCCHB and NCCHB's obligations under this Agreement are null and void and they have no obligation to provide any funds for this position.

6. NCCHB will be the lead agency and fiscal agent to provide payroll arrangements, including taxes and benefits, for the SHIP Coordinator.
7. LWCHB, BCCHB and NCCHB will contribute equally to any unemployment claim should the SHIP Coordinator lose employment and should that individual be entitled to said benefits under applicable laws.
8. Each Community Health Board will provide adequate SHIP staff per county to ensure local SHIP grant duties are completed during the time period January 1, 2025, through October 31, 2025.
9. Each county employing SHIP staff will assume responsibility for the actions of their own employees while providing services under this SHIP grant, and will provide liability insurance for claims arising from services provided by each respective entity's employees.
10. Each Community Health Board will provide and document a portion of the required local match of the total SHIP funding allocation, amounting to a total of \$29,604.90.
11. Either party may cancel this agreement at any time, with or without cause, upon thirty (30) days' notice in writing, delivered by mail or in person.
12. By entering into this Agreement, the LWCHB, BCCHB, and NCCHB are not assuming any prior obligations or liabilities that accrued under the prior Grant Agreement between the BNCHB and LWCHB.

This agreement shall be effective on the 1st day of January 2025, and remain effective until October 31, 2025.

 _____ 12-5-24
Authorized Representative of the Le Sueur-Waseca Community Health Board Date

Authorized Representative of the Brown County Community Health Board Date

Authorized Representative of the Nicollet County Community Health Board Date

Nicollet County Board of Commissioners

Board Meeting Agenda Item



Agenda Item:		
2025 Board Meeting and Workshop Schedule Resolution		
Primary Originating Division/Dept.: Administration	Meeting Date: 01/07/2025	
Contact: Mandy Landkamer Title: County Administrator	Item Type: Regular Agenda (Select One)	
Amount of Time Requested 5 minutes		
Presenter: Mandt Landkamer Title: County Administrator	Attachments: ☒ Yes ☐ No	
County Strategy: Collaborative Workplace - sustain the core values of our culture (Select One)		
BACKGROUND/JUSTIFICATION: Minn. Stat. §375.07 states, "The board shall meet at the county seat for the transaction of business on the first Tuesday after the first Monday in January, and may meet on the other days and at other locations within the county it prescribes as necessary for the interested of the county... Sessions shall be called by a majority of the board and the clerk shall give at least ten days' notice of then to each of the commissioners". Attached are the regularly scheduled County Board meetings and workshops for 2025.		
Supporting Documents: ☒ Attached ☐ In Signature Folder ☐ None		
Prior Board Action Taken on this Agenda Item: ☒ Yes ☐ No		
If "yes", when? (provide year; mm/dd/yy if known) January 2, 2024		
Approved by County Attorney's Office: ☐ Yes ☐ No ☒ N/A		
ACTION REQUESTED: Approve the attached resolution setting the regularly scheduled County Board meeting and workshop schedules for 2025.		
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	



2025 BOARD OF COMMISSIONERS CALENDAR

Board Meetings begin at 9:00 a.m.

Drainage Authority begins following the adjournment of regular Board Meetings.

Workshops begin at 9:30 a.m.

January

- 7 Board & Drainage Authority Meeting
- 21 Workshop
- 28 Board & Drainage Authority Meeting

February

- 4-5 AMC Drainage Conference
- 11 Board & Drainage Authority Meeting
- 18 Workshop
- 21-22 AMC Legislative Meeting
- 25 Board & Drainage Authority Meeting

March

- 1 NACO Legislative Meeting
- 11 Board & Drainage Authority Meeting
- 18 Workshop
- 25 Board & Drainage Authority Meeting
- 26-27 AMC Leadership Summit

April

- 8 Board & Drainage Authority Meeting
- 15 Workshop
- 22 Board & Drainage Authority Meeting

May

- 13 Board & Drainage Authority Meeting
- 20 Workshop
- 27 Board & Drainage Authority Meeting

June

- 10 Board & Drainage Authority Meeting
- 16 Board of Appeals & Equalization - 6:30 pm
- 17 Workshop
- 24 Board & Drainage Authority Meeting

July

- 8 Board & Drainage Authority Meeting
- 11-14 NACO Annual Meeting Conference
- 15 Workshop
- 22 Board & Drainage Authority Meeting

August

- 12 Board & Drainage Authority Meeting
- 19 Workshop
- 26 Board & Drainage Authority Meeting

September

- 9 Board & Drainage Authority Meeting
- 10-12 AMC Fall Policy Conference
- 16 Workshop
- 23 Board & Drainage Authority Meeting

October

- 14 Board & Drainage Authority Meeting
- 21 Workshop (Road Tour)
- 28 Board & Drainage Authority Meeting

November

- 10 Board & Drainage Authority Meeting
- 18 Workshop
- 25 Board & Drainage Authority Meeting

December

- 4 Budget & Tax Levy Meeting - 6:30 pm
- 8-10 AMC Annual Conference
- 16 Board & Drainage Authority Meeting



**RESOLUTION APPROVING THE REGULARLY
SCHEDULED 2025 COUNTY BOARD
MEETINGS AND WORKSHOPS**



WHEREAS, Minn. Stat. §375.07 states, “The board shall meet at the county seat for the transaction of business on the first Tuesday after the first Monday in January, and may meet on the other days and at other locations within the county it prescribes as necessary for the interests of the county... Sessions shall be called by a majority of the board and the clerk shall give at least ten days’ notice of then to each of the commissioners”, and

WHEREAS, the Nicollet County Board of Commissioners annually schedules regular meetings to vote on items and conduct the business of the county when a quorum of commissioners are present; and

WHEREAS, the Nicollet County Board annually schedules board workshops to discuss items and gather information related to the business of the county but takes no votes or formal action at said workshops.

NOW THEREFORE BE IT RESOLVED, that the Nicollet County Board of Commissioners adopts the attached schedule of 2025 County Board meetings and workshops as presented.

BE IT FURTHER RESOLVED, said County Board meetings and workshops may be canceled or rescheduled and additional meetings may be added by a majority of the Board.

Dated this 7th day of January, 2025

Marie Dranttel, 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 Gopher Bounty		
Primary Originating Division/Dept.: Administration	Meeting Date: 01/07/2025	
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: Minnesota Statute requires counties that wish to pay a gopher bounty to annually set the bounty amount by resolution. Attached is a resolution setting the 2025 bounty at \$1.00/gopher (same as previous years). County bounty payments are a reimbursement to townships who have already paid out a bounty. These are the bounty payments made in previous years: 2019 - \$21 2020 - \$0 2021 - \$0 2022 - \$0 2023 - \$0 2024 - \$0		
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) January 2, 2024		
Approved by County Attorney's Office: ☐ Yes ☐ No ☒ N/A		
ACTION REQUESTED: Approve the resolution setting the 2025 gopher bounty reimbursement at \$1.00 per gopher.		
FISCAL IMPACT: No fiscal impact (Select One) If "Other", specify	FUNDING County Dollars =	0
	Other (Select One)	
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:	Total	0



RESOLUTION APPROVING A GOPHER BOUNTY



WHEREAS, Minn. Stat. §348.12 requires that County Boards adopt a resolution annually to offer a bounty for the destruction of gophers, and

WHEREAS, Nicollet County wishes to reimburse any Nicollet County township for payments made for a gopher bounty.

NOW THEREFORE BE IT RESOLVED, by the Nicollet County Board of Commissioners that Nicollet County shall reimburse any Nicollet County township a bounty of \$1.00 per gopher paid for by a township in 2025.

Dated this 7th day of January, 2025

Marie Dranttel, 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: Resolution Approving the Official Newspaper for Publications in 2025		
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: 01/07/2025 Item Type: Regular Agenda (Select One) Attachments: ☒ Yes ☐ No	
County Strategy: Financial Security - prudent use of taxpayer resources (Select One)		
BACKGROUND/JUSTIFICATION: A request for bids were published in the St. Peter Herald in November 2024 for the official newspaper publications for calendar years 2025-2027. Statute allows counties to bid for up to three years. Action requested: -Approve the St. Peter Herald as the official newspaper for Nicollet County in 2025 at a rate of \$4.50 per column inch for all Nicollet County legal publications and notices including, but not limited to: delinquent tax list, meeting minutes/synopsis, tax forfeited land sales, county financial statement, and legal/hearing/meeting/bid notices.		
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) January 2, 2024		
Approved by County Attorney's Office: ☐ Yes ☐ No ☒ N/A		
ACTION REQUESTED: Approve the resolution approving the St. Peter Herald as the official newspaper for publications. +		
FISCAL IMPACT: Included in current budget (Select One) If "Other", specify	FUNDING County Dollars = \$9,000 Other (Select One)	\$9,000
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:	Total	\$9,000



**RESOLUTION APPROVING THE
OFFICIAL NEWSPAPER USED FOR PUBLICATIONS**



WHEREAS, Minn. Stat. §375.12 states a county board shall have the official proceedings of its sessions published in a qualified newspaper of general circulation in the county. The publication shall be let annually by contract to the lowest bidder, at the first regular session of the board in January each year; and

WHEREAS, Minn. Stat. §331A.03 requires public notices of a political subdivision be published in a qualified newspaper as described in Minn. Stat. §331A.02; and

WHEREAS, Minn. Stat. §331A.04 states the priority for selecting a qualifies newspaper; and

WHEREAS, Minn. Stat. §331A.06 states a political subdivision may enter into multiyear contracts with a qualified newspaper for publication of the political subdivision's public notices. No multiyear contract may be for term longer than three years; and

WHEREAS, three-year publication bids were published in November 2024 for 2025-2027 in the St. Peter Herald; and

WHEREAS, on January 7, 2025 the Nicollet County Board approved the St. Peter Herald as the official legal paper for 2025-2027.

NOW THEREFORE BE IT RESOLVED, by the Nicollet County Board of Commissioners to:

- Approve the St. Peter Herald as the official legal paper for Nicollet County in 2025 at a rate of \$4.50 per column inch for all Nicollet County legal publications and notices including, but not limited to: delinquent tax list, meeting minutes/synopsis, tax forfeited land sales, county financial statement, and legal/hearing/meeting/bid notices.

Dated this 7th day of January, 2025

Marie Dranttel, 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: Publication of Transportation Advertisement for Bids on the Nicollet County Website		
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: 01/07/2025 Item Type: Regular Agenda (Select One) Attachments: ☒ Yes ☐ No	
County Strategy: Financial Security - prudent use of taxpayer resources (Select One) ▼		
BACKGROUND/JUSTIFICATION: Minn. Stat. §331A.12 states, at the meeting of the governing body of a political subdivision at which the governing body designates its official newspaper for the year, the governing body may also designate in the same manner that publication of transportation project advertisements for bids be published on the Nicollet County Website instead of in the official newspaper.		
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) January 2, 2024		
Approved by County Attorney's Office: ☐ Yes ☐ No ☒ N/A		
ACTION REQUESTED: Approve the attached resolution that authorizes using the Nicollet County Website www.co.nicollet.mn.us as the method of advertising for transportation project bids.		
FISCAL IMPACT: Included in current budget (Select One) If "Other", specify: ▼ FUNDING County Dollars = Other ▼ (Select One) FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease," specify: Total: Related Financial/FTE Comments: Approval saves tax dollars by allowing publication on the website instead of in a newspaper.		



**RESOLUTION APPROVING PUBLICATION OF TRANSPORTATION
PROJECT BIDS ON THE NICOLLET COUNTY WEBSITE**



WHEREAS, Minn. Stat. §331A.12 states at the meeting of the governing body of a political subdivision at which the governing body designates its official newspaper for the year, the governing body may designate in the same manner publication of transportation projects on the political subdivision's website. Publication on the website may be used in place of or in addition to any other required form of publication. Each year after designating publication on the website for transportation projects, the political subdivisions must publish, in a qualified newspaper in the jurisdiction and on the website, notice that the political subdivision will publish advertisements for bids on its website.

NOW THEREFORE BE IT RESOLVED, the Nicollet County Board of Commissioners approves the Nicollet County Public Works Department to use the Nicollet County website www.co.nicollet.mn.us as the method of advertising for transportation project bids.

BE IT FURTHER RESOLVED, in accordance with Minn. Stat. §331A.12, notice will be published in a qualified newspaper and on the County website that advertisements for bids for transportation projects will be published on the Nicollet County website.

Dated this 7th day of January, 2025

Marie Dranttel, 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: Resolution Establishing the 2025 Committee and Board Assignments and Meetings that Qualify for a Per Diem Payment		
Primary Originating Division/Dept.: Administration		Meeting Date: 01/07/2025
Contact: Mandy Landkamer	Title: County Administrator	Item Type: Regular Agenda (Select One)
Amount of Time Requested 15 minutes		
Presenter: Mandy Landkamer		Title: County Administrator
		Attachments: ☒ Yes ☐ No
County Strategy: Programs and Services - deliver value-added quality services (Select One)		
BACKGROUND/JUSTIFICATION: Attached is a proposed list of committee and board assignments for 2025 and a resolution establishing how per diems are paid. Each committee assignment will be discussed at the meeting to determine if any changes are needed to the proposed list.		
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) January 2024		
Approved by County Attorney's Office: ☐ Yes ☐ No ☒ N/A		
ACTION REQUESTED: Approve the resolution establishing the 2025 Committee and Board assignments and meetings that qualify for a per diem payment.		
FISCAL IMPACT: Included in current budget (Select One) If "Other", specify		FUNDING County Dollars = Other (Select One)
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:		Total

**2025 NICOLLET COUNTY
COMMITTEES, MEETINGS & BOARD ASSIGNMENTS**
*All qualify for a Per Diem unless noted

AMC DELEGATES (All AMC functions)

Jack Kolars
~~Terry Morrow~~
Marie Dranttel
Mark Dehen
Kurt Zins
Kristy Larson
Mandy Landkamer
Seth Greenwood
Nicole Helget

AMC POLICY COMMITTEES

Environmental & Natural Resources
General Government
Health and Human Services
Public Safety
Transportation

Marie Dranttel
~~Terry Morrow~~
Mark Dehen
Kurt Zins
Jack Kolars

AMERICAN RESCUE PLAN ACT

~~Marie Dranttel~~
~~Terry Morrow~~
~~Heather McCormick~~
~~Mandy Landkamer~~

**ADOLESCENT CHEMICAL WELLNESS
ADVOCATES COALITION**

Mark Dehen
Alternate: ~~Terry Morrow~~

BOARD OF ADJUSTMENTS & APPEALS (Variances)
(Citizen appointees paid per diem and
serve a 3-year term)

End of Te	(12/31/25)	Justin Laven
End of Te	(12/31/24)	Lloyd Hoffmann
End of Te	(12/31/25)	Jon Thoreson
End of Te	(12/31/25)	Randy Schwab
End of Te	(12/31/26)	Dave Ubel

BOARD OF APPEAL AND EQUALIZATION
(No per diem per statute)

Marie Dranttel
Jack Kolars
~~Terry Morrow~~
Mark Dehen
Kurt Zins
Jaci Kopet or Designee
Nicole Helget

BROADBAND COMMITTEE

~~Terry Morrow~~
Marie Dranttel
Alternate: Kurt Zins

BROWN/NICOLLET COMMUNITY HEALTH BOARD
~~—(*Dissolving as of 12/31/2024)~~

~~Marie Dranttel~~
~~Jack Kolars~~
~~Terry Morrow~~
~~Mark Dehen~~
~~Kurt Zins~~

BUDGET COMMITTEE
(Commissioners serve 2 consecutive years
on a rotating schedule)

Commissioner: ~~Terry Morrow~~
Commissioner: Marie Dranttel
Heather McCormick
Mandy Landkamer

BUILDING COMMITTEE

Jack Kolars
~~Terry Morrow~~
Mandy Landkamer
Cody Johnson
~~Kristy Larson~~

CANVASS BOARD
(No per diem per statute)

Commissioner: Jack Kolars
Commissioner: Marie Dranttel
Jaci Kopet
Court Administrator or Designee
North Mankato Mayor or Designee

COMMUNITY EDUCATION ADVISORY COUNCIL	Jack Kolars
COUNTY BOARD (No Per Diem except for special & emergency meetings and Truth-in-Taxation meeting only)	Marie Dranttel Jack Kolars Terry Morrow Mark Dehen Kurt Zins Nicole Helget
COUNTY BOARD TRAININGS & EDUCATION (safety training, leadership, county programs, drainage, etc.)	Marie Dranttel Jack Kolars Terry Morrow Mark Dehen Kurt Zins Nicole Helget
COUNTY BOARD WORKSHOPS	Marie Dranttel Jack Kolars Terry Morrow Mark Dehen Kurt Zins Nicole Helget
CRIMINAL JUSTICE COMMITTEE	Mandy Landkamer David Lange Joel Polzin Jason Wech Richard Molitor Judge Allison Krehbiel Judge Todd Westphal Co-Chair: Michelle Zehnder Fischer Cassie Sassenberg Marie Dranttel Jack Kolars Co-Chair: Terry Morrow Mark Dehen Kurt Zins Kristy Larson Carol Weikle Nicole Helget N. Mankato Police: Ross Gullickson St. Peter Attorney: James Brandt St. Peter Police: Matt Grochow State DOC: Sara Eischens Gustavus College: Open CADA: Jason Mack Public Defender: Scott Cutcher
DRAINAGE AUTHORITY (Per diem for meetings not in conjunction with regular county board / informational meetings)	Marie Dranttel Jack Kolars Terry Morrow Mark Dehen Kurt Zins Nicole Helget
DRAINAGE AUTHORITY COMMITTEE/ JOINT DRAINAGE BOARDS	Marie Dranttel Kurt Zins Seth Greenwood Nate Henry Jaci Kopet Michelle Zehnder Fischer Alternate: Terry Morrow
EAST CENTRAL REGIONAL JUVENILE CENTER ADVISORY COMMITTEE (ANOKA CO DET. CENTER)	Terry Morrow Rich Molitor Agent Subcommittee: Brook Mohr
EMS JOINT POWERS BOARD	Mark Dehen Alternate: Jack Kolars
ENVISION 2040	Jack Kolars Mandy Landkamer

EXTENSION (Citizen appointees paid per diem)	Terry Morrow Kurt Zins Jaci Kopet or Designee Amy Pehrson Dan Hayes Natalie Compart Lyndsey Beranek Rob Moline Darlene Schom Youth Rep.: Amanda Vogel Jack Kolars
GREATER MANKATO DIVERSITY COUNCIL	
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)	Kristy Larson Cassie Sassenberg Co. Attorney Designee
HIGHWAY 14 PARTNERSHIP COMMITTEE	Jack Kolars Terry Morrow Mandy Landkamer Seth Greenwood Alternate: Mark Dehen
HIGHWAY 169 COALITION	Terry Morrow Seth Greenwood Alternate: Marie Dranttel
HISTORICAL PRESERVATION ORDINANCE COMMITTEE	Tom Hagen Mike McCarty Ben Leonard
IMMTRACK (IMMUNIZATION TRACKING)	Jack Kolars Alternate: Mark Dehen
INSURANCE COMMITTEE	Terry Morrow Kurt Zins Mandy Landkamer Kristy Larson Heather McCormick
JOINT AIRPORT ZONING BOARD FOR LE SUEUR MUNICIPAL AIRPORT	Kurt Zins Mandy Landkamer
LEGISLATIVE COMMITTEE (Includes all meetings attended to gather or provide information related to State and Federal legislation that could have an impact on Nicollet County)	Marie Dranttel Jack Kolars Terry Morrow Mark Dehen Kurt Zins Nicole Helget
LOCAL MENTAL HEALTH ADVISORY COUNCIL	Mark Dehen
LOCAL WATER MANAGEMENT TASK FORCE <u>CITIZEN MEMBERS:</u> — Lafayette Resident — Watershed Tech. Adv. Comm. — Nicollet SWCD Board Supervisor — Nicollet SWCD Board — Area Business Representative — Area Resident — Area Resident <u>EX-OFFICIO MEMBERS:</u> — Commissioner — Commissioner -- Alternate	Al Fox Al Fox John Kral Robby Gieseke Marty Schott Jason Kuester Will Anthony Marie Dranttel Kurt Zins
MAPS ADVISORY COUNCIL	Jack Kolars
MANKATO AREA PLANNING ORGANIZATION	Technical Committee: Seth Greenwood Mandy Landkamer Policy Committee: Jack Kolars
MRCI BOARD	Mark Dehen

MN COUNTIES INTERGOVERNMENTAL TRUST

Delegate: Heather McCormick
Alternate: ~~Terry Morrow~~
Alternate: Mandy Landkamer

MN VALLEY ACTION COUNCIL	Jack Kolars
MINNESOTA TRANSPORTATION ALLIANCE	Marie Dranttel Jack Kolars Terry Morrow Mark Dehen Kurt Zins Seth Greenwood Nicole Helget
NACO	Marie Dranttel Jack Kolars Terry Morrow Mark Dehen Kurt Zins Nicolet Helget
NICOLLET COUNTY COMMUNITY CORRECTIONS ADVISORY BOARD (NCCCAB)	Terry Morrow Allison Krehbiel Michelle Zehder Fischer Affey Sigat Cassie Sassenberg Dave Lange Brandy Brink Scott Cutcher Rich Molitor
NICOLLET COUNTY FAMILY SERVICES COLLABORATIVE JOINT POWERS BOARD	Terry Morrow
NICOLLET COUNTY HOUSING ADVISORY COMMITTEE	Jack Kolars Kurt Zins Cassie Sassenberg Mandy Landkamer Heather McCormick
NICOLLET COUNTY COMMUNITY HEALTH BOARD	Jack Kolars Mark Dehen Marie Dranttel Kurt Zins Nicole Helget
NICOLLET COUNTY LAW LIBRARY	Marie Dranttel
NICOLLET COUNTY/ST. PETER LIAISON COMMITTEE	Marie Dranttel Terry Morrow Mandy Landkamer Alternate: Jack Kolars
NICOLLET COUNTY/NORTH MANKATO LIAISON COMMITTEE	Jack Kolars Mark Dehen Mandy Landkamer Alternate: Kurt Zins
NICOLLET COUNTY TOWNSHIP ASSOCIATION	Marie Dranttel Jack Kolars Terry Morrow Mark Dehen Kurt Zins Nicole Helget
NOXIOUS WEED APPEALS COMMITTEE	Marie Dranttel Fred Kienlen Marvin Krohn Alternate: Ronald Giefer
ONE WATER ONE PLAN (1W1P) - LOWER MN RIVER WEST COMMITTEE	Marie Dranttel Alternate: Kurt Zins

ONE WATER ONE PLAN (1W1P) - MINNESOTA RIVER MANKATO		Marie Dranttel Alternate: Kurt Zins
PARK COMMITTEE		Marie Dranttel Kurt Zins Mandy Landkamer
PERSONNEL COMMITTEE		Terry Morrow Jack Kolars Mandy Landkamer Kristy Larson Alternate: Kurt Zins
PLANNING & ZONING ADVISORY COMMITTEE (Citizen appointees paid per diem and serve a 3-year term)	End of Te End of Te End of Te End of Te End of Te End of Te	(12/31/24) Lloyd Hoffmann (12/31/25) Justin Laven (12/31/25) Randy Schwab (12/31/25) Jon Thoreson (12/31/26) Dave Ubel Resident: Open Commissioner: Kurt Zins Comm. Alternate: Terry Morrow Jack Kolars Alternate: Dave Lange
STATEWIDE EMERGENCY COMMUNICATIONS BOARD (FKA. STATE RADIO BOARD FINANCE COMMITTEE)		Jack Kolars Alternate: Dave Lange
RECYCLING COMMITTEE		Terry Morrow Alternate: Marie Dranttel
REGION NINE DEVELOPMENT COMMISSION		Marie Dranttel
REDA/GREATER MANKATO GROWTH (GMG)		Mark Dehen Mandy Landkamer
RURAL MINNESOTA ENERGY BOARD		Kurt Zins Alternate: Jack Kolars
SAFETY & SECURITY COMMITTEE		Safety Coordinator: Cody Johnson Staff Members
ST. PETER REGIONAL TREATMENT CENTER LIAISON COMMITTEE		Marie Dranttel
STATEWIDE HEALTH IMPROVEMENT PARTNERSHIP (SHIP) COMMITTEE		Mark Dehen Alternate: Terry Morrow
SOIL & WATER CONSERVATION DISTRICT MEETING LIAISON		Kurt Zins
SOUTH CENTRAL MN MULTI-COUNTY HRA BOARD (Citizen appointee paid per diem)		David Anderson Terry Morrow
SOUTH CENTRAL MINNESOTA REGIONAL EMERGENCY COMMUNICATIONS BOARD		Jack Kolars Alternate: Kurt Zins
SOUTH CENTRAL TRANSIT BOARD		Mark Dehen Alternate: Jack Kolars
SOUTH CENTRAL WORKFORCE COUNCIL		Terry Morrow Alternate: Jack Kolars
SOUTHEAST MINNESOTA HOMELAND SECURITY/ EMERGENCY MANAGEMENT JPA		Justin Block Jack Kolars
SOUTHERN MINNESOTA TOURISM ASSOCIATION (Citizen appointees eligible for per diem)		Jessica Becker Historical Society
TRAVERSE DES SIOUX REGIONAL LIBRARY BOARD		Marie Dranttel Alternate: Jack Kolars
TREATMENT COURT		Terry Morrow
TRI-COUNTY SOLID WASTE JOINT POWERS BOARD		Marie Dranttel Terry Morrow



**RESOLUTION ESTABLISHING THE 2025 COMMITTEE AND
BOARD ASSIGNMENTS AND MEETINGS THAT
QUALIFY FOR A PER DIEM PAYMENT**



WHEREAS, pursuant to Minn. Stat. §375.055, the Nicollet County Board has established a per diem payment for service by individual county commissioners on any board, committee, or commission of county government including committees of the board, or for the performance of services by individual county commissioners when required by law; and

WHEREAS, pursuant to Minn. Stat. §375.06, county commissioners may be paid a per diem in addition to their salary for each day necessarily occupied in the discharge of their official duties while acting on any committee under the direction of the board; and

WHEREAS, pursuant to a Minnesota Attorney General Opinion, a county commissioner may only collect one per diem for each calendar day spent performing official duties; and

WHEREAS, , pursuant to a Minnesota State Auditor Opinion, when a board, committee, commission, joint powers or other entity provides a per diem, a commissioner may not collect another per diem from the county; and

WHEREAS, Nicollet County employees and the Nicollet County elected Sheriff and Attorney are not eligible for per diems; and

WHEREAS, certain citizen appointed members to a board, committee, or commission may be paid a per diem as approved by the County Board or as provided for by Minnesota Statute; and

WHEREAS, duties approved for a per diem payment must be reported back to the applicable board, committee or commission in order to receive the payment; and

WHEREAS, the Minnesota State Auditor does not consider social events as work qualifying for per diem payments; and

WHEREAS, the Minnesota State Auditor's statement of position regarding per diem payments states commissioners cannot claim a per diem payment whenever they meet with a constituent or group unless it is done under the authorization of the county board to meet with a single person or group to obtain information for a matter under consideration by the county board.

NOW, THEREFORE BE IT RESOLVED, regularly scheduled County Board meetings, regularly scheduled Drainage Authority meetings held in conjunction with regularly scheduled County Board meetings and committee meetings held immediately prior to and immediately after regularly scheduled County Board meetings are not eligible for a per diem payment.

BE IT ALSO RESOLVED, that the Nicollet County Board of Commissioners approves the attached list of 2025 committee and board assignments and meetings that qualify for a per diem payment from Nicollet County unless stated otherwise therein or the per diem is paid by another board or committee.



Dated this 7th day of January, 2025

Marie Dranttel, 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: 5 minutes Presenter: Michelle Zehnder Fischer Title: County Attorney	Meeting Date: 01/07/2025 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. On December 17, 2024, the following townships Delegation Agreements were approved by the Board: Belgrade Township, Bernadotte Township, Brighton Township, Grandby Township, Lafayette Township, New Sweden Township, Nicollet Township, Oshawa Township, and West Newton Township. The following additional townships have signed and returned the executed Delegation Agreements: Ridgely Township and Courtland Township. These 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) 9-3-24, 9-24-24 and 12-17-24		
Approved by County Attorney's Office: ☒ Yes ☐ No ☐ N/A		
ACTION REQUESTED: Board consideration of executed delegation agreements between Nicollet County and the 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 COURTLAND TOWNSHIP
FOR THE ENFORCEMENT AND REGULATION OF CANNABIS**

This agreement is made between the County of Nicollet and Courtland 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 Courtland Township agree that:

1. The County of Nicollet will act in place of Courtland 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 Courtland 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 Courtland Township to review and certify to the Office of Cannabis Management if the business applying for a license in Courtland Township complies with local zoning ordinances and, if applicable, state fire and building codes. Courtland 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 Courtland 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 Courtland 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. Courtland 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 Courtland Township, and no employee of Courtland 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 Courtland 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



Courtland Township



Date

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

This agreement is made between the County of Nicollet and Ridgely 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 Ridgely Township agree that:

1. The County of Nicollet will act in place of Ridgely 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 Ridgely 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 Ridgely Township to review and certify to the Office of Cannabis Management if the business applying for a license in Ridgely Township complies with local zoning ordinances and, if applicable, state fire and building codes. Ridgely 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 Ridgely 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 Ridgely 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. Ridgely 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 Ridgely Township, and no employee of Ridgely 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 Ridgely 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



Ridgely Township

12.1.24
Date

Nicollet County Board of Commissioners

Board Meeting Agenda Item



Agenda Item: Assessor Clerical Error Corrections and Abatements Annual Report		
Primary Originating Division/Dept.: Property Assessment		Meeting Date: 01/07/2025
Contact: Shana Jackson	Title: County Assessor	Item Type: Regular Agenda (Select One)
Amount of Time Requested 0	minutes	
Presenter:	Title:	Attachments: ☒ Yes ☐ No
County Strategy: Programs and Services - deliver value-added quality services (Select One)		
BACKGROUND/JUSTIFICATION: Informational Only Item Per the Nicollet County Abatement Policy, a list of property tax abatements granted for taxes payable in 2024 (2023 for Local Option Distaster Abatements) is attached for the Board's information. As required by Minnesota Statute 273.01, the assessor is submitting a list of clerical error corrections made to the 2024 assessment for taxes payable 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: No Action Requested - Informational.		
FISCAL IMPACT: Other (Select One) If "Other", specify		FUNDING County Dollars = Grant (Select One)
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:		Total

2024 ABATEMENT/CLERICAL ERROR REPORT

ABATEMENTS - 2023 ASSESSMENT FOR TAXES PAYABLE IN 2024

Parcel #	Owner	Error Corrected	Refund Amount
12.018.0300	Nikolaus and Jennifer Weber	Relative Ag Homestead Added	(\$34.00)
12.018.0310	Nikolaus and Jennifer Weber	Relative Ag Homestead Added	\$1,198.00
05.019.0100	Timothy and Susan Compart	Value corrected	\$18.00
04.301.0900	Gary and Karen Bode LE	Value/acres corrected	\$170.00
09.006.0400	Gary and Karen Bode LE	Value/acres corrected	\$216.00
09.006.0310	Gary and Karen Bode LE	Value/acres corrected	\$2.00
09.006.0405	Gary and Karen Bode LE	Value/acres corrected	\$40.00
18.950.0890	Brady Stalter	Homestead Added	\$68
01.029.0700	Bruce Hewitt	Homestead Removed	(\$410.00)
06.110.1005	Valen and Amber Olson	Homestead Added	\$94.00
13.016.0510	Robert E. Forst	Ag Linkage Error	(\$2.00)
09.033.0310	Roger Anderson	Homestead Linkage Error	\$386.00
99.999.0001	Northern States Power Co.	Linkage Error	(\$1,442.00)
18.557.2500	Jeffrey & Karla Maurer	Homestead reinstated	\$190.00
18.853.0030	Thu Huong Thi Hoang	Homestead reinstated	\$200.00

LOCAL OPTION DISASTER ABATEMENTS - TAXES PAYABLE IN 2023 (REFUNDED IN 2024)

Local Option Disaster Abatements for disasters occurring during 2023 are processed after 12/31/2023.

Parcel #	Owner	Disaster	Refund Amount	Pay 2024 Credit
18.768.0090	Elizabeth Miller	House Fire 1/8/2023	\$1,393	\$1,387
07.121.0500	Colin & Heidi McCarty	House Fire 3/29/2023	\$1,289	\$1,215

CLERICAL ERROR CORRECTIONS - 2024 ASSESSMENT FOR TAXES PAYABLE IN 2025

Parcel #	Owner	Error Corrected	Original EMV	Corrected EMV



December 17, 2024
OFFICIAL PROCEEDINGS OF THE
NICOLLET COUNTY DRAINAGE AUTHORITY

The Nicollet County Drainage Authority met in regular session on Tuesday, December 17, 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 Zins to approve the agenda. Carried unanimously.

Consent Agenda

- a. November 26, 2024 Drainage Authority Minutes
- b. Consider Ditch Repair Reports 24-026 through 24-031 and 24-035

The above-listed consent agenda items were approved unanimously.

Public Appearances:

There were no public appearances.

Adjourn

The meeting was adjourned at 10:32 a.m.

MARIE DRANTTEL, CHAIR
BOARD OF COMMISSIONERS

ATTEST:

MANDY LANDKAMER,
CLERK TO THE BOARD

Nicollet County Drainage Authority

Meeting Agenda Item

**Agenda Item:**

Set Public Hearing Date for CD38A Preliminary Engineers Report

Primary Originating Division/Dept.: Public Services

Meeting Date: 01/07/2025

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:

On July 9, 2024, the Nicollet County Drainage Authority appointed Houston Engineering to prepare a preliminary survey pursuant to Minn. Stat. §103E.245.

The Public Services Department has received the Preliminary Survey Report (PER) from Houston Engineering.

I am asking the board to set the public hearing date by order for February 11, 2025 at 10:00 am at the Nicollet County Board Room. The Order is attached for your consideration.

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:

I am asking the board to set the public hearing date by order for February 11, 2025 at 10:00 am at the Nicollet County Board Room. The Order is attached for your consideration.

FISCAL IMPACT: Other
(Select One)

If "Other", specify:

FUNDING
County Dollars =

State

(Select One)

FTE IMPACT: No FTE change
(Select One)

Total:

If "Increase or "Decrease," specify:

Related Financial/FTE Comments:

**STATE OF MINNESOTA
NICOLLET COUNTY BOARD OF COMMISSIONERS
SEATED AS DRAINAGE AUTHORITY UNDER STATUTES CHAPTER 103E FOR COUNTY
DITCH 38A**

In the matter of the Petition For Improvement of Drainage System Nicollet County Ditch No. 38A	ORDER FOR PUBLIC HEARING
---	---------------------------------

The Nicollet County Drainage Authority for County Ditch 38A, convened on January 7, 2025, at the Nicollet County Board of Commissioners Room, 501 S Minnesota Ave, St Peter, Minnesota, to adopt the following Findings.

Findings:

1. A petition dated May 29, 2024 was received by the Property and Public Services Director requesting an improvement to County Ditch No. 38A pursuant to Minn. Stat. § 103E.215.
2. On July 9, 2024, the Drainage Authority adopted an Order accepting the petition and appointing Houston Engineering as the project engineer. Chris Otterness, PE, was ordered to prepare a preliminary survey and file a preliminary survey report with the drainage authority.
3. The preliminary survey report was filed with the Property and Public Services Director on December 31, 2024.
4. Pursuant to Minn. Stat. § 103E.261, subd. 1, a public hearing must be noticed by mail to petitioners, owners of property, and political subdivisions likely to be affected by the proposed drainage project.

Order:

Based on the foregoing Findings and the entire record of proceedings before the Board, the Board, acting as the Drainage Authority for County Ditch No. 38A, hereby orders as follows:

- A. A hearing on the preliminary survey report shall be held on February 11, 2025, at 10:00 a.m. at the Nicollet County Board of Commissioners Room, 501 S Minnesota Ave, St Peter, Minnesota.
- B. At least ten days before the hearing, the Property and Public Services Director shall mail notice of the time and location of the hearing to petitioners, the owners of property, and political subdivisions likely to be affected by the proposed drainage project in the preliminary survey report.

Dated this 7th day of January 2025

DRAINAGE AUTHORITY FOR NICOLLET
COUNTY DITCH 38A

Marie Dranttel,
Nicollet County Board of Commissioners

ATTEST:

Mandy Landkamer, County Administrator
Clerk to the County Board