

Board of Commissioners Agenda

February 25, 2025

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

Commissioners: Marie Dranttel - Board Chair; Mark Dehen - Vice Chair; Jack Kolars; Nicole Helget; Kurt Zins

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

1. Pledge of Allegiance
2. Silence Your Cell Phones
3. Approval of Agenda
4. Approval of Consent Agenda:
 - a. [February 11, 2025 Board Minutes](#)
 - b. [End of Probations](#)
 - c. [2025 Nicollet County Conference/Meeting Room Lease - Belgrade Township](#)
 - d. Approval of bills
5. Public Appearances

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

- a. [Consider Issuing Request for Proposals for Statewide Affordable Housing Aid](#)

9:10 a.m. 7. Administration

- a. [Consider Issuing Request for Proposal for the Site Assessment and Master Planning Services for Nicollet County Public Works Campus](#)
- b. [Consider the South Central Multi-County HRA Mutual Release Agreement Amberfield Properties](#)
8. County Attorney Update
9. Chair's Report
10. Commissioner Committee Reports, Meetings & Conferences
11. Approve Per Diems and Expenses
12. Adjourn Board of Commissioners Meeting

9:25 a.m. Call Drainage Authority Meeting to Order: Chair

1. Approval of Agenda
2. Approval of Consent Agenda

Mission Statement

Providing efficient services with innovation and accountability.

Vision Statement

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

Core Values

Leadership. Integrity.
Accountability.
Efficiency. Innovation.

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Commissioners: Marie Dranttel - Board Chair; Mark Dehen - Vice Chair; Jack Kolars; Nicole Helget; Kurt Zins

a. [February 11, 2025 Drainage Authority Minutes](#)

3. Public Appearances

9:30 a.m.

4. **Public Services**

a. [Consider Approval for CD38A Finding of Fact and Order](#)

9:35 a.m.

5. **Public Works**

a. [Nicollet County Ditches 33 and 51](#)

Pursuant to Minn. Stat. § 13D.05, subd. 3(b), a closed meeting of the Nicollet County Drainage Authority is needed to discuss potential litigation and legal strategy involving drainage issues involving Nicollet County Ditch 33 and 51. Following the close session, action may be taken based upon the information provided during the closed session.

10:00 a.m.

6. Adjourn Drainage Authority Meeting

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Notice of Scheduled Meetings

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

Date	Time	Meeting	Location
February 26 - 27	All Day	AMC Legislative Meeting	InterContinental Hotel
March 1 - 5	All Day	NACO Legislative Meeting	Washington D.C.
March 11	9:00 a.m.	County Board of Commissioners Meeting	Gov. Center Board Room – St. Peter
March 11	*following Board adjournment	Drainage Authority Meeting	Gov. Center Board Room – St. Peter
March 17	7:00 p.m.	Planning & Zoning Commission (PZ) / Board of Adjustments & Appeals (BAA)	Gov. Center Board Room – St. Peter
March 18	8:15 a.m.	Individual Dept. Head Meeting - Property & Public Services	Gov. Center Board Room – St. Peter
March 18	9:30 a.m.	Board Workshop	Gov. Center Board Room – St. Peter
March 25	9:00 a.m.	County Board of Commissioners Meeting	Gov. Center Board Room – St. Peter
March 25	*following Board adjournment	Drainage Authority Meeting	Gov. Center Board Room – St. Peter
March 26 - 27	All Day	AMC Leadership Summit	Grand View Lodge – Nisswa, MN
April 8	9:00 a.m.	County Board of Commissioners Meeting	Gov. Center Board Room – St. Peter
April 8	*following Board adjournment	Drainage Authority Meeting	Gov. Center Board Room – St. Peter
April 15	8:15 a.m.	Individual Dept. Head Meeting - Community Corrections	Gov. Center Board Room – St. Peter
April 15	9:30 a.m.	Board Workshop	Gov. Center Board Room – St. Peter

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February 11, 2025
OFFICIAL PROCEEDINGS OF THE
BOARD OF COUNTY COMMISSIONERS

The Nicollet County Board of Commissioners met in regular session on Tuesday, February 11, 2025, at 9:00 a.m. Commissioners Dranttel, Kolars, Zins, Helget, 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. Motion carried unanimously.

Consent Agenda:

1. January 28, 2025 Board Meeting Minutes
2. Consider the 2023 Emergency Management Performance Grant
3. Consider the Ducks Unlimited Gambling Permit
4. Consider Out of State Travel – Health and Human Services
5. Approval of Bills
6. Acknowledgement of the Auditor's Warrants and approval of the Commissioner Warrants as presented for the following amounts:
 - a. General Revenue Fund - \$202,294.14
 - b. Road & Bridge Fund - \$66,801.33
 - c. Human Services Fund - \$123,871.90

Motion by Commissioner Dehen and seconded by Commissioner Helget to approve the consent agenda items. Motion carried unanimously.

Public Appearances:

There were no public appearances.

Public Works:

Consider the MnDOT Detour Agreement No. 1058282 and Resolution

Director Greenwood requested approval of MnDOT Detour Agreement No. 1058282 and Resolution. The agreement is for the detouring of traffic from TH 22 onto CSAH 15 during the construction season of 2025.

Motion by Commissioner Kolars and seconded by Commissioner Dehen, to approve the MnDOT Detour Agreement No. 1058282 and Resolution. Motion carried unanimously on a roll call vote.

Property Services:

Consider Conditional Use Permit Request and Findings of Fact for Nelson Point Wildlife Association, Inc.

Zoning Specialist Zehnder requested approval of the Conditional Use Permit and Findings of Fact for Nelson Point Wildlife Association, Inc. The CUP will allow the

replacement of a hunting shack in the Shoreland and Special Protections Zoning Districts.

Motion by Commissioner Dehen and seconded by Commissioner Zins to approve the Conditional Use Permit and Findings of Fact for Nelson Point Wildlife Association, Inc. Motion carried unanimously.

Health and Human Services

Consider South Central Community Based Initiative 2025-2026 Purchase of Service Agreement

Director Sassenberg requested approval of the South Central Community Based Initiative 2025-2026 Purchase of Service Agreement. This will allow Nicollet County to receive reimbursement for case management services, community support program services, and funding for the clubhouse.

Motion by Commissioner Helget and seconded by Commissioner Kolars to approve the South Central Community Based Initiative 2025-2026 Purchase of Service Agreement. Motion carried unanimously.

Consider South Central Community Based Initiative: Quarter 01 – 2025 Purchase of Service Agreement.

Director Sassenberg requested approval of the South Central Community Based Initiative: Quarter 01 – 2025 Purchase of Service Agreement. This will allow for the South Central Community-Based Initiative to allocate unspent grant dollars to Nicollet County for qualified expenses.

Motion by Commissioner Dehen and seconded by Commissioner Helget to approve the South Central Community Based Initiative: Quarter 01 – 2025 Purchase of Service Agreement. Motion carried unanimously.

Informational Item: Proposed Cost Shifts

Director Sassenberg provided an update to the Board regarding Governor Walz's announced 2026-2027 budget proposal. Director Sassenberg noted that several areas of the proposal represents significantly higher costs to county governments and property taxpayers, including changes that would create several new county funding responsibilities related to state-mandated programming for the Minnesota Sex Offender Program (MSOP), disability waiver services, and the behavioral health fund.

Administration:

Consider Resolution to Re-Appoint the Veteran Services Officer

County Administrator Landkamer requested approval of the Resolution to Re-Appoint the Veteran Services Officer under Minn. Statute §197.60. This will re-appoint Veterans Services Officer Nathan Tish for another four-year term ending on October 30, 2028.

Motion by Commissioner Zins and seconded by Commissioner Dehen to approve the Resolution to Re-Appoint the Veteran Services Officer. Motion carried unanimously on a roll call vote.

Consider the AIA Document B132-2019 with Vetter Johnson Architects, Inc.

County Administrator Landkamer requested approval of the AIA Document B132-2019 with Vetter Johnson Architects, Inc. The agreement outlines services related to the interior remodel of the Nicollet County Health and Human Services building located at 622 S. Front Street, St. Peter, MN 56082.

Motion by Commissioner Kolars and seconded by Commissioner Dehen to approve the AIA Document B132-2019 with Vetter Johnson Architects, Inc. Motion carried unanimously.

County Attorney:

Consider Delegation Agreement related to Cannabis Zoning and Land Use – Lake Prairie Township

County Attorney Zehnder Fisher requested approval of the Delegation Agreement related to Cannabis Zoning and Land Use for Lake Prairie Township. This allows the County to regulate and enforce cannabis statutes and rules on behalf of the township.

Motion by Commissioner Helget and seconded by Commissioner Kolars to approve the Delegation Agreement related to Cannabis Zoning and Land Use for Lake Prairie Township.

County Attorney Update:

County Attorney Zehnder Fischer reported the Attorney's office is busy with ongoing trials.

Chair Report:

- Strategic Planning Session
- HRA
- TdS Budget
- One Water One Plan Mankato

Commissioner Committee Reports

The Commissioners reported on various meetings and activities, including:

Commissioner Kurt Zins

- Strategic Planning Session
- SCHSAC Meeting

Commissioner Mark Dehen

- Strategic Planning Session
- Leadership Essentials Meeting
- Hazard Mitigation
- Joint Powers EMS Group
- MRCI

Commissioner Nicole Helget

- Strategic Planning Session

- AMC Drainage Conference
- ECRJC Board

Commissioner Jack Kolars

- Strategic Planning Session
- Toward Zero Deaths
- MAPO
- TAC
- Diversity Council
- NACo Meeting

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 9:35 a.m.

MARIE DRANTTEL, CHAIR
BOARD OF COMMISSIONERS

ATTEST:

MANDY LANDKAMER,
CLERK TO THE BOARD

Nicollet County Board of Commissioners

Board Meeting Agenda Item



Agenda Item: End of Probations		
Primary Originating Division/Dept.: Human Resources Contact: Whitney Krebs Title: HR Coordinator Amount of Time Requested minutes Presenter: Whitney Krebs Title: HR Coordinator	Meeting Date: 02/25/2025 Item Type: Consent Agenda (Select One) Attachments: ☐ Yes ☒ No	
County Strategy: Facilities and Space - preserve, maintain and build our assets (Select One)		
BACKGROUND/JUSTIFICATION: Community Corrections Community Corrections Director Rich Molitor has requested the end of probation for Brandon Meester, Sentenced to Serve Crew Leader, effective February 26, 2025. County Attorney County Attorney Michelle Zehnder Fischer has requested the end of probation for Bryan Jarvis, Assistant County Attorney, effective January 8, 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 Nicollet County Conference/Meeting Room Lease		
Primary Originating Division/Dept.: Administration		Meeting Date: 02/25/2025
Contact: Mandy Landkamer	Title: County Administrator	Item Type: Consent Agenda (Select One)
Amount of Time Requested: minutes		
Presenter:	Title:	Attachments: ☒ Yes ☐ No
County Strategy: Facilities and Space - preserve, maintain and build our assets (Select One)		
BACKGROUND/JUSTIFICATION: Consideration of the attached Nicollet County Conference/Meeting Room Lease with Belgrade Township for 2025. The Township holds up to 12 meetings per year in the North Mankato Services Building for an annual fee of \$50.00		
Supporting Documents: ☒ Attached ☐ In Signature Folder ☐ None		
Prior Board Action Taken on this Agenda Item: ☐ Yes ☒ No		
If "yes", when? (provide year; mm/dd/yy if known)		
Approved by County Attorney's Office: ☐ Yes ☐ No ☒ N/A		
ACTION REQUESTED: Approval of the Nicollet County Conference/Meeting Room Lease with Belgrade Township for 2025.		
FISCAL IMPACT: Included in current budget (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:		

NICOLLET COUNTY CONFERENCE/MEETING ROOM LEASE

THIS AGREEMENT, made this 1st day of January 2025 by and between Nicollet County, hereinafter called the LESSOR, and Belgrade Township whose complete address is P.O. Box 2075, North Mankato, MN 56002-2075 and whose telephone number is (507) 382-9214, hereinafter called the LESSEE.

WITNESSETH: The LESSOR and the LESSEE, in consideration of rents, covenants, and agreements herein reserved and contained, do hereby agree with the other as follows:

1. The LESSOR grants and the LESSEE accepts a lease of the following described conference/meeting room(s) of Nicollet County, to wit: Nicollet County Health and Human Services Building Conference Room - North Mankato for a term of one (1) year from January 1, 2025 through December 31, 2025 to be used for (specify purpose): monthly Town Board Meetings and for no other purpose.
2. As rent for such conference/meeting room(s) of Nicollet County, the LESSEE agrees to pay the LESSOR the sum of \$ 50.00 for said term, payable no later than Feb. 3, 2025 (LESSEE's initials - _____).
3. LESSOR shall furnish and provide for the use of LESSEE lights, heat, cooling, and conference room furnishings.
4. LESSEE agrees to make no change in the fixtures or furnishings of the conference/meeting room(s) covered by the lease, except N/A. Expense of any agreed upon changes shall be assumed by LESSEE and shall include the cost of restoration of premises to former condition without damage.
5. Doors will be programmed to be open 15 minutes prior to meeting start time and will remain open for 30 minutes for building/conference room access.
6. LESSEE agrees not to assign this lease, or any portion thereof, without first obtaining the written consent of LESSOR. In the event LESSEE must cancel all or part of the term of this agreement, he/she will advise the LESSOR, in writing, at least 48 hours prior to beginning of referenced term, or the full amount specified in clause 2 shall be paid by LESSEE.
7. LESSEE agrees to and shall abide by, conform to, and comply with all of the laws of the United States and the State of Minnesota and all of the ordinances of the City of North Mankato, and the rules/procedures of the LESSOR for the governance and management of said conference/meeting room(s) together with all rules of the Police and Fire

Department, City of North Mankato .

8. The LESSOR shall not be responsible for any claim whatsoever regardless of kind, occurring during the tenancy of the LESSEE, and LESSEE shall indemnify LESSOR and save them harmless from any and all claims, damages, expenses and liabilities whatsoever arising out of and or during LESSEE's use of the leased premises. Furthermore, the LESSEE shall obtain all permits or licenses required by any provision of law, municipal charter or ordinance for the conduct of activity on the leased premises and the LESSOR shall not be responsible for the LESSEE's failure to obtain such permits and licenses or to comply with any other requirements imposed upon LESSEE for the conduct of such activity.
9. LESSEE agrees to vacate the leased premises, remove debris, and restore same to ordinary cleanliness within N/A hours after termination of the period covered by this lease.
10. LESSEE agrees to assume full responsibility for the character and acts of conduct of all persons admitted to said premises, and to have on hand at all times sufficient policing force to maintain order and protect persons and property.
11. LESSOR reserves the right to cancel this agreement at any time in the event that any emergency arises which shall make necessary the use of this conference/meeting room(s) by Nicollet County, and that no claim for any damage that may result to LESSEE from any such cancellation shall be asserted or maintained against the LESSOR.
12. LESSEE has received sponsorship by a Nicollet County Department, Employee, or Board Member: XX YES NO
Specify: Administrator Mandy Landkamer .

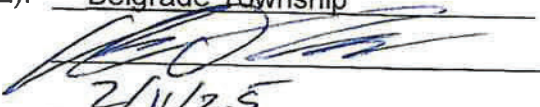
In testimony whereof, both parties have hereunto set their hands and seals the day and year first written above.

BY (LESSOR): Nicollet County

Signature: _____

Date: _____

BY (LESSEE): Belgrade Township

Signature:  _____

Date: 2/11/25

Belgrade Township Board

Schedule for Use of Nicollet County Services building
Conference Room in North Mankato, MN

Tuesday, January 14, 2025 – 7:00 p.m.

Tuesday, February 11, 2025 – 7:00 p.m.

Tuesday, March 18, 2025 – 7:00 p.m.

Tuesday, April 8, 2025 – 7:00 p.m.

Tuesday, May 13, 2025 – 7:00 p.m.

Tuesday, June 10, 2025 – 7:00 p.m.

Tuesday, July 8, 2025 – 7:00 pm.

Tuesday, August 12, 2025 – 7:00 p.m.

Tuesday, September 9, 2025 – 7:00 p.m.

Tuesday, October 14, 2025 – 7:00 p.m.

Tuesday, November 18, 2025 – 7:00 p.m.

Tuesday, December 9, 2025 – 7:00 p.m.

Nicollet County Board of Commissioners

Board Meeting Agenda Item



Agenda Item:		
Consider Issuing Request for Proposals for Statewide Affordable Housing Aid		
Primary Originating Division/Dept.: Health and Human Services	Meeting Date: 02/25/2025	
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: In May 2024, the Nicollet County Board of Commissioners approved a Local Housing Trust Fund Ordinance, establishing a trust fund to support the development and preservation of affordable housing. The goal is to prevent families from losing their homes and assist individuals experiencing homelessness in securing housing. In July 2024, the Board of Commissioners approved the Housing Advisory Committee's recommended funding priorities, allocating 10% of the funds for short-term housing needs and 90% for affordable housing development. Health and Human Services is requesting the issuance of a rolling request for proposals to utilize statewide affordable housing aid. Proposals will be reviewed quarterly while funds remain available.		
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:		
Issuance of the the Request for Proposals for Statewide Affordable Housing Aid		
FISCAL IMPACT: No fiscal impact (Select One) If "Other", specify	FUNDING County Dollars = 0 State (Select One)	
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:	Total	



Application for Statewide Affordable Housing Aid



1. Name and address of organization:

2. Project contact person:
 - a. Phone number:
 - b. Email address:

3. Project title:

4. Description of the organization, including mission and how it serves the population intended to benefit from Statewide Affordable Housing Aid:

5. Funding requested:

6. Detailed description of funding request:

7. Budget summary attached: Yes

8. Describe how the proposed project will meet community needs and project requirements:

9. How will this project be sustainable beyond the proposed funding period?

10. Acknowledgement that the agency will provide required information to Nicollet County as it relates to reporting requirements for the Department of Revenue.

I agree

11. Acknowledgement that the organization will need to enter into a Memorandum of Understanding (MOU) and provide a W9, if selected.

I agree

Signature

Date

RFP EVALUATION SCORESHEET

Statewide Affordable Housing Aid

Nicollet County

Agency Name: _____

Reviewers: _____

RFP - Required Information and Scoring

Items 1 - 3 / Required Information / Pass or Fail	Max. Points /Item	Check if Included (Pass)
1. Fully completed application.	P/F	☐
2. Organizational Information: company's legal name; address; phone; email address.	P/F	☐
Items 1-2 /20 Points	20	
Item 3 / Organizational mission / 20 Points Max	20	SCORE
Agency mission and services meet the goals of Statewide Affordable Housing Aid		
Item 4 / Project prioritization / 20 Points Max	20	SCORE
Project prioritizes reduction in cost burden, housing instability, or homelessness		
Item 5 / Project Budget / 20 Points Max.	20	SCORE
Project budget provides a detailed description of how funds will be used for project needs		
Item 6 / Sustainability / 20 Points Max	20	SCORE
Application provides a clear description of project sustainability beyond the funding period		
TOTAL POINTS	100	#REF!



Request for Proposals for Statewide Affordable Housing Aid

(Issue Date: February 25, 2025)

Nicollet County
Attn: Cassandra Sassenberg
Health and Human Services Director
622 South Front Street
St. Peter, MN 56082
507-934-8573

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General Information

Statewide Affordable Housing Aid helps counties, Tribal nations, and greater Minnesota local governments develop and preserve affordable housing within their jurisdictions to keep families from losing housing and to help those experiencing homelessness find housing. Aid was first paid in 2023.

More detailed information about Statewide Affordable Housing Aid is accessible from the [Department of Revenue's Statewide Affordable Housing Aid website](#).

Introduction and Purpose

Nicollet County is seeking proposals from entities that are seeking funds for the purpose of:

- Financial support to nonprofit affordable housing providers in their mission to provide safe, dignified, affordable, and supportive housing
- Construction, acquisition, rehabilitation, demolition or removal of structures, construction financing, permanent financing, interest rate reduction, refinancing, and gap financing of housing to provide affordable housing for households that have incomes not exceeding:
 - For homeownership projects, 115% of the greater of state or area median income as determined by the United States Department of Housing and Urban Development
 - For rental housing projects, 80% of the greater of state or area median income as determined by the United States Department of Housing and Urban Development
- Development of properties that are rented at market value if the relevant unit of government submits with their report to Minnesota Housing a resolution and supporting documentation showing that the area meets the requirements of Minnesota Statute 462A.39, subd. 4, para. (a)

Time Frames

RFP Issued:	February 25, 2025
Submission Deadline:	Rolling quarterly grant opportunity
Completion of Proposal Evaluation:	Quarterly through 2028
Notification of Award of Service Contract:	Quarterly through 2028

Proposals will be reviewed and rated on a quarterly basis by the Nicollet County Housing Advisory Committee which consists of two Nicollet County Commissioners as well as Nicollet County's Finance Director, Administrator, and Health and Human Services Director.

Scope of Work

Housing developed or rehabilitated with funds under this program must be affordable to the local work force.

Projects are prioritized that provide affordable housing to households with incomes that:

- For homeownership projects, do not exceed 80% of the greater of state or area median income as determined by the United States Department of Housing and Urban Development
- For rental housing projects, do not exceed 50% of the greater of state or area median income as determined by the United States Department of Housing and Urban Development.

Priority will be given to projects that:

- Reduce disparities in home ownership
- Reduce housing cost burden, housing instability, or homelessness
- Improve the habitability of homes
- Create accessible housing

Gap financing is the difference between the costs of the property and either:

- The market value of the property upon sale
- The amount the targeted household can afford for housing, based on industry standards and practices.

If aid from this program is used for demolition or removal of existing structures, the cleared land must be used for the construction of housing to be owned or rented by persons who meet the income limits described above.

If an aid recipient uses the aid on new construction or substantial rehabilitation of a building containing more than four units, the loan recipient must construct, convert, or adapt the building to include:

- The greater of at least one unit or at least 5% of units that:
 - Are accessible as defined by section 1002 of the current State Building Code Accessibility Provisions for Dwellings Units in Minnesota
 - Include at least one roll-in shower
- The greater of at least one unit or at least 5% of units that are sensory-accessible with:
 - Soundproofing between shared walls for first and second floor units
 - No fluorescent lighting in units and common areas
 - Low-fume paint

- Low-chemical carpet
- Low-chemical carpet glue in units and common areas

Project property must be located within Nicollet County.

Submission Instructions

Submit the attached application to:

Nicollet County
Attn: Cassandra Sassenberg
622 South Front Street
St. Peter, MN 56082
507-934-8573
Cassandra.sassenberg@co.nicollet.mn.us

Proposals will be opened and data contained in the proposals will be disclosed in accordance with the requirements of Minn. Stat. § 13.591. Trade secret data that a Proposer wishes to protect during and after the evaluation process must meet the definition and classification in Minn. Stat. § 13.37. Proposers must invoke the protections of this section prior to or upon submission of the data, and identify the data and state the reasons why protection is sought. Should a Proposer not invoke such protections, the County will characterize all data, records and materials as public data under the Minnesota Data Practices Act.

Inquiries and Communication

Proposed vendors may not have communications, verbal or otherwise, concerning this RFP with any personnel or boards from Nicollet County or relevant consultant(s), other than the person listed in this section. This restriction may be suspended or removed by the authority and direction of the person listed below. If any proposed vendor attempts or completes any unauthorized communication, Nicollet County may, in its sole and absolute discretion, reject the proposed vendor's proposal.

Questions, requests for clarification, notices of discrepancies, or omissions in the RFP or its attachment, or requests for information about this RFP or the process may be submitted by email to the designated RFP Administrator, Cassandra Sassenberg, Health and Human Services Director at: Cassandra.sassenberg@co.nicollet.mn.us

Revisions to RFP

Revisions or interpretations made by Nicollet County will be by addendum issued prior to the date set for the proposal deadline. Any explanation desired by Proposer's must be requested from the County's authorized representative in writing, and if an explanation is necessary, a reply will be made in the form of an addendum.

Information obtained from an unauthorized representative, agent, or employee of Nicollet County or any other person will not affect the risks or obligations assumed by the Proposer or relieve the Proposer from fulfilling any of the conditions of the resulting contract.

Disclaimer

Nicollet County reserves the right to withdraw this RFP at any time and for any reason, and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.

Ambiguity, Conflict, or Other Errors in the RFP

If a Proposer discovers any ambiguity, conflict, discrepancy, omission or other error in this RFP, the Proposer will immediately notify Nicollet County of such error in writing and request modification or clarification of the document. Modifications will be made by issuing a revision and will be given by written notice to all parties who have received this RFP from Nicollet County. The Proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission or other error in this RFP prior to submitting their proposal or it will be deemed waived.

Rejection/Acceptance of Proposals

Nicollet County reserves the right to accept or reject in part or in whole any or all proposals submitted. Nicollet County will reject the proposal of any Proposer who is determined to be non-responsive.

The County reserves the right to request clarifications or corrections to proposals. The County's request for clarification or correction will be in writing.

Insurance Coverages

The successful Proposer agrees to obtain and maintain during the term of the contract resulting from this RFP the following lines of coverage and minimum coverage limits:

- Worker's Compensation and Employer's Liability as required by law;
- Automobile Liability insurance of \$500,000 for bodily injury and property damage arising from the use or operation of any auto, including those owned, hired, or otherwise operated or used by or on behalf of the Consultant;
- Commercial General Liability insurance of \$3,000,000 aggregate amounts;
- Professional Liability (PL/E&O) insurance of \$2,000,000 aggregate;
- Cybersecurity and/or Privacy liability of \$5,000,000.

Nicollet County Board of Commissioners

Board Meeting Agenda Item



Agenda Item: Consider Issuing Request for Proposal for the Site Assessment and Master Planning Services for Nicollet County Public Works Campus		
Primary Originating Division/Dept.: Administration		Meeting Date: 02/25/2025
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: In August of 2024, the Nicollet County Board of Commissioners entered into agreements with BR Constructions Consultants LLC and C&M Construction Consultants Inc. to act in the capacity as Owner Representatives for the county. Since then, the Owners Reps and County staff have been meeting to discuss and prepare a Request for Proposal (RFP) for the Site Assessment and Master Planning Services for a Public Works Campus. The selection of the firm is expected to occur at the end of May and the feasibility study to be completed by the end of 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) August 27, 2024		
Approved by County Attorney's Office: ☐ Yes ☐ No ☒ N/A		
ACTION REQUESTED: Issuance of the the Request for Proposal for Site Assessment and Master Planning Services for Nicollet County Public Works Campus		
FISCAL IMPACT: No fiscal impact (Select One)		FUNDING County Dollars =
If "Other", specify:		State (Select One)
FTE IMPACT: No FTE change (Select One)		Total:
If "Increase or "Decrease," specify:		
Related Financial/FTE Comments:		



Request for Proposal (RFP) for Site Assessment and Master Planning Services for Nicollet County Public Works Campus

February XX, 2025

Confidentiality Statement

Given the sensitive and confidential nature of property negotiations, the selected consultant will be required to sign various levels of confidentiality agreements with potential private utilities and/or Nicollet County (the “County”) and public utilities and all work under this contract shall be deemed confidential to the County unless otherwise noted. As such, preference will be given to consultants who can provide a majority of required services in-house, both from an internal communications perspective and timeliness of completion of work.

Contact Information

All questions for this RFP must be sent by the deadline listed in this RFP, via email, to the following:

Eric Stern

C&M Construction Consultants, Inc.

erics@cmconstructionaudit.com

I. Introduction

The County of Nicollet (hereinafter referred to as “the County”) invites qualified firms to submit proposals for providing comprehensive Site Selection and Master Planning services for the County Public Works Campus. The goal of this project is the analyzation and identification of sites, the identification and programming of Owner’s project requirements, feasibility studies of potential site configurations and building types, preliminary layouts, and overall scope determination. The Project shall include, without limitation, the necessary analyses and budgeting required to prepare, present, and develop a visionary, actionable, and sustainable plan that will guide the future development and operations of the new Public Works Facility campus, ensuring it meets the needs of the County for years to come.

II. Project Overview

The County is seeking a qualified and experienced Master Planner to lead the identification and evaluation of potential sites for a new Public Works Campus. This initiative aims to address the growing operational needs of the County while ensuring efficiency, sustainability, and cost-effectiveness in the development of a modernized facility.

The selected Firm will work collaboratively with County officials, stakeholders, and technical experts to deliver a comprehensive site selection study. The scope of work includes analyzing the County’s operational requirements, assessing current and projected service needs, and identifying strategic locations that align with long-term planning goals. The Site Identification portion of this

Project is limited to Nicollet County, MN with preference being given to logistical efficiencies of being near to existing Nicollet County facilities.

III. Scope of Services

The selected firm will be responsible for the following tasks and deliverables:

1. Site Selection and Land Acquisition

- 1.1. Identify sites, ideally 25 to 45 acres in size, in Nicollet County that meet the needs of the Public Works Department (PWD) and County

2. Land, Space, and Use Definition – Programming to be performed by Consultant

- 2.1. Acreage Determination
- 2.2. Building Definition
 - 2.2.1. Provide new PWD Site Analysis / Site Program Definition based on existing facility.
 - 2.2.2. Quantity / Uses / Areas for New Site
- 2.3. Land and Exterior Space Definition
 - 2.3.1. Define Uses / Areas
 - 2.3.2. Parking
 - 2.3.3. Storage
 - 2.3.4. Outbuildings: Brine, Salt, Cold Storage, Impound Lot, Fuel Storage and Dispensing, Material Stockpiling, Etc.
 - 2.3.5. Opportunities for partial sale of land in the future
- 2.4. Main PWD Building Space Definition
 - 2.4.1. Offices and Conference Rooms
 - 2.4.2. Shop Areas
 - 2.4.3. Storage
 - 2.4.4. Common Areas
 - 2.4.5. Restrooms
 - 2.4.6. Truck & Vehicle Storage Areas
 - 2.4.7. Maintenance
 - 2.4.8. Wash bays
 - 2.4.9. Back of House
 - 2.4.10. Public Interface Areas
 - 2.4.11. Other

3. Project Scope

- 3.1. Traffic Study / Assessment – Access and Circulation
 - 3.1.1. Determine Highway type/rating facility must be adjacent to.
 - 3.1.2. Determine ingress and egress requirements.
 - 3.1.3. Upgrades required to roads adjacent to potential sites.
 - 3.1.4. Plow route and Public Maintenance interactions analysis for sites outside of St. Peter.
 - 3.1.5. *(For any recommended locations outside of St. Peter)* Efficiency analysis to assess the impact of relocating the PWD outside of St. Peter. Analysis to include,

but not limited to; the following items, plow route analysis, maintenance route analysis, and a financial impact analysis of requiring employees and the public to travel between existing governmental buildings that will remain in St. Peter.

- 3.2. Feasibility Level Master Planning on a minimum of four (4) sites (possible locations in North Mankato, St. Peter, and Nicollet).
 - 3.2.1. Site Planning
 - 3.2.2. Utilities availability and definition
 - 3.2.3. Water Bodies on site or adjacent
 - 3.2.4. Vegetation on site or adjacent
 - 3.2.5. Proximity to St. Peter, MN.
 - 3.2.6. Site Context: Noise, Community, Adjacent Structures, Views, Weather, Access to Roadways, etc.
 - 3.2.7. Site History – Previous use(s).
 - 3.2.8. Determine AHJs.
 - 3.2.9. Sustainability Requirements (B3 or SB2030, as applicable)
 - 3.2.10. Feasibility Level Space Diagrams showing all Project elements, including parking and on-site traffic patterns, architecture, site utilities, road access, etc.
 - 3.2.11. Define and analyze multiple building construction types in the study (ie: precast, structural steel, etc.)
 - 3.2.12. Other pertinent site information.

4. Deliverables

- 4.1. Executive Summary
- 4.2. Summary Site Assessment for each Site
- 4.3. Matrix comparing all sites studied with final recommendations
- 4.4. Programming spreadsheets and graphics
- 4.5. Concept diagrams based on programming investigations
- 4.6. Comparison of each site and layout
- 4.7. Cost estimates (must be completed by General Contractor with relevant experience in public works or similar projects)
- 4.8. Presentation to County Board (assume two occurrences)

IV. Proposal Requirements

Interested firms must include the following information in their proposals. Please note the page limits given to each Attachment. Proposals that exceed the page limits may be considered non-responsive.

1. **Signatory Page – Attachment A** (*1 Page Maximum*)
2. **Executive Summary – Attachment B**
 - Overview of the firm and its qualifications. (*1 Page Maximum*)
 - Summary of the firm's approach to the project. (*2 Page Maximum*)
3. **Experience and Expertise – Attachment C**
 - Description of at least 3 similar projects completed by the firm in the last 7 years. (*1 Page per Project*)
 - Resumes of key personnel who will be involved in the project. (*1 Page per Person*)

4. **Proposed Work Plan – Attachment D**
 - Detailed approach to completing the scope of services. *(5 Page Maximum)*
 - Risk Assessment and Value Added *(2 Page Maximum)*
5. **Project Timeline – Attachment E**
 - Proposed timeline for the project. *(2 Page Maximum)*
6. **Fee Proposal – Attachment F**
 - Breakdown of costs for each phase of the project. *(1 Page Maximum)*
 - Hourly rates for personnel and any additional costs. *(1 Page Maximum)*
7. **References – Attachment G**
 - Contact information for at least three references from similar projects. *(1 Page Maximum)*

V. Submission Instructions

Proposal submission must be in .PDF format and emailed to the contact listed below (Electronic Submission). In addition to the electronic version, Respondents must submit, within 5 business days of electronic submission, five (5) bound copies of their Proposal to the County representative listed below (Hard Copy Submission).

Proposals must be submitted by [submission deadline] to:

Recipient:

Electronic Submission:

To: Eric Stern, erics@cmconstructionaudit.com

Hard Copy Submission:

Seth Greenwood

1700 Sunrise Drive, St. Peter, MN 56082

In the event a Respondent is experiencing technical difficulties at the time of their submission, they must give notice, via email, to the recipient of the Electronic Submission prior to the Proposal Submission Deadline listed in the RFP. Late submissions may not be considered.

VI. Selection Process

Proposals will be evaluated based on the following criteria:

Item	Description	Scoring Weight
1	Relevant experience and qualifications	30%
2	Understanding of the project scope and proposed methodology	30%
3	Cost effectiveness and value	20%
4	References from previous clients	10%
5	Shortlist Interviews	10%

The County reserves the right to request additional information, conduct interviews with shortlisted firms, and negotiate terms before making a final selection.

VII. RFP Timeline

The anticipated timeline for the RFP process is as follows:

- RFP Issuance: [March 5, 2025]
- Deadline for Questions: [March 21, 2025]
- Response to Questions: [April 4, 2025]
- Proposal Submission Deadline: [April 11, 2025]
- Review and Shortlisting: [April 22, 2025]
- Interviews (if applicable): [April 29, 2025 – May 12, 2025]
- Selection and Notification: [May 20, 2025 – May 23, 2025]
- Project Commencement: [July 3, 2025]
- Master Planning Substantial Completion (target date): December 31, 2025

VIII. Terms and Conditions of the RFP

- The County reserves the right to accept or reject any or all proposals.
- All costs incurred in the preparation and submission of a proposal are the responsibility of the submitting firm.
- The County reserves the right to amend or cancel this RFP at any time without notice.

IX. Exhibits

- Insurance Requirements
- Form of Agreement, AIA B102-2017 as modified by Owner with incorporated AIA B203-2017 as modified by Owner
- Fee Proposal Form

X. Attachments

- Attachment A – Signatory Agreement Page
- Attachment B – Executive Summary
- Attachment C – Experience and Expertise
- Attachment D – Proposed Methodology
- Attachment E – Project Timeline
- Attachment F – Fee Proposal
- Attachment G - References

- END OF DOCUMENT -

Attachment A

Signatory Agreement Page

1. Does the Respondent acknowledge that they are using this Attachment as their **Proposal Cover Page**, that they have **NOT modified or re-formatted** the RFP Attachments, and that **NO page limit requirements** have been exceeded? ☐ Yes ☐ No
2. Will the Respondent sign the **Contract** referenced in Section IX of this RFP? ☐ Yes ☐ No
3. Will the Respondent be able to provide an acceptable **Certificate of Insurance** and that meets the County's requirements listed in the Insurance Requirements exhibit? ☐ Yes ☐ No
4. Will the Respondent sign the **Non-disclosure Agreement** included with the RFP? ☐ Yes ☐ No

Respondent's Legal Name of Firm

Date of Submission

Respondent's Mailing Address

Name of Respondent's Primary Contact (to whom all future communications regarding this Proposal will be sent)

Email Address of Respondent's Primary Contact

Phone Number of Respondent's Primary Contact

Name of Respondent's Authorized Signee (to whom all future Contract documents will be sent)

Email Address of Respondent's Authorized Signee

Attachment B
Executive Summary

Write an overview of your firm and its qualifications, and anticipated approach to the project.

3 page maximum

DRAFT

Attachment C-1

Experience and Expertise

Provide a description of at least 3 similar projects completed by Respondent's firm in the last 7 years.

(limited to 1 page per project)

DRAFT

Attachment C-2

Experience and Expertise

Provide resumé for key personnel who will be involved in the project.

(limited to 1 page per person)

DRAFT

Attachment D-1
Proposed Work Plan

Provide a detailed approach to completing the scope of services. Include any exceptions, assumptions, or exclusions.

(limited to 5 pages)

DRAFT

Attachment D-2

Risk Assessment and Value Added

Use the tables below to provide a list of potential risks and mitigation (PR) and or services (VA) that could enhance to quality of the delivered product. This Attachment will not be considered in the evaluation.

(limited to 2 pages)

#	PR or VA	Description and Justification
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		

Attachment E
Project Timeline

Provide a proposed timeline for the project.
(limited to 2 pages)

DRAFT

Attachment F
Cost Proposal

Use provided fee spreadsheet to complete this Attachment F – Fee Proposal.

DRAFT

Attachment G
References

Provide contact information for at least three (3) references from similar projects.
(limited to 1 page)

Project 1	
Project Name:	
Project Description:	
Date of Completion:	
Contact Name:	
Contact Email:	
Contact Phone:	

Project 2	
Project Name:	
Project Description:	
Date of Completion:	
Contact Name:	
Contact Email:	
Contact Phone:	

Project 3	
Project Name:	
Project Description:	
Date of Completion:	
Contact Name:	
Contact Email:	
Contact Phone:	

Nicollet County Board of Commissioners

Board Meeting Agenda Item



Agenda Item: South Central Multi-County HRA -- Amberfield Properties	
Primary Originating Division/Dept.: Administration Contact: Mandy Landkamer Title: County Administrator Amount of Time Requested: 5 minutes Presenter: Michelle Zehnder Fischer Title: County Attorney	Meeting Date: 02/25/2025 Item Type: Regular Agenda (Select One) Attachments: ☒ Yes ☐ No
County Strategy: Financial Security - prudent use of taxpayer resources (Select One)	
BACKGROUND/JUSTIFICATION: In 1993, the South Central Multi-County HRA issued revenue bonds to construct housing in five counties, including Nicollet County. The Authority subsequently defaulted on the bonds. In 2000, the five counties entered into a settlement agreement that resulted in a special benefit tax levy on behalf of the Authority from 2001 through 2024 to cover operating deficits. The amount of the special benefit tax levy was based upon each county's proportionate share of housing units constructed. Two of the Amberfield properties are located in Nicollet County. In 2022, the majority bond holder and the trustee approached the HRA about a possible sale of all or a part of the Amberfield properties. As a result, a Bond Collateral Disposition Agreement was entered into by the five involved counties to address the disposition of the properties. This agreement was approved by the Board of Commissioners on or about August 25, 2022. The final payments have been made by all counties. U.S. Bank Trust Company is requesting that the involved counties sign the Mutual Release Agreement as contemplated by the agreement executed in 2022.	
Supporting Documents: ☒ Attached ☐ In Signature Folder ☐ None	
Prior Board Action Taken on this Agenda Item: ☒ Yes ☐ No If "yes", when? (provide year; mm/dd/yy if known) August 25, 2022	
Approved by County Attorney's Office: ☒ Yes ☐ No ☐ N/A	
ACTION REQUESTED: The Board consider the Mutual Release Agreement and sign the same if approved.	
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:

Mutual Release Agreement

This MUTUAL RELEASE AGREEMENT (hereinafter "Agreement") dated as of _____, 202____, is executed by and between the Southcentral Minnesota Multi-County Housing and Redevelopment Authority, a public body corporate and politic duly organized and existing under the laws of the State of Minnesota (the "**HRA**"), U.S. Bank Trust Company, National Association, solely in its capacity as successor indenture trustee (the "**Trustee**"), under the Indenture (herein defined) and the Counties of Martin, Sibley, Nicollet, Waseca and Watonwan, political subdivisions of the State of Minnesota (the "**Counties**" and each, individually, a "**County**"). Each of the Trustee, the HRA, and the Counties shall be referred to as a "**Party**" and collectively, the "**Parties**". Each of the Trustee and the HRA shall be referred to as a "**Party**" and collectively, the "**Parties**".

WHEREAS, the HRA issued its Pooled Housing Development Revenue and Limited Annual Tax Bonds (Pooled Housing Program) Series 1993 (the "**Bonds**") in the aggregate principal amount of \$20,315,000, pursuant to that certain Basic Indenture of Trust by and between the Trustee (as successor trustee to U.S. Bank National Association, successor by merger to U.S. Bank Trust National Association (f/k/a First Trust National Association,) and the HRA dated as of May 1, 1993 (the "**Basic Indenture**"), that was supplemented by the Series 1993 Supplemental Indenture of Trust of the same date (the "**Series 1993 Supplemental Indenture**"), as further supplemented by that Second Supplemental Indenture dated July 31, 2000 (the "**Second Supplemental Indenture**") and together with the Series 1993 Supplemental Indenture and the Basic Indenture, the "**Indenture**").

WHEREAS, In connection with the issuance of the Bonds, in 1993, the Counties of Martin, Sibley, Waseca, Nicollet and Watonwan, Minnesota, political subdivisions of the State of Minnesota (the "**Counties**", and each individually a "**County**") entered into an Operating Deficit Agreement with the HRA on May 14, 1993, (the "**Original ODA**"), which was subsequently replaced by the Restated and Superseding Operating Deficit Agreement dated as of July 31, 2000, by and among the Counties, the HRA and the Trustee (the "**ODA**").

WHEREAS, Events of Default exist with respect to the Bonds and in connection therewith, the Parties entered into that certain Acknowledgment, Amendment and Consent Agreement (the "**Acknowledgment Agreement**") dated as of August 9, 2022 relating to the orderly sale of the Projects. Capitalized terms used but not defined herein shall have the meanings under the Indenture and/or Acknowledgment Agreement as applicable.

WHEREAS, as required by Section 3 of the Acknowledgment Agreement, the Parties desire to release each other from any and all obligations arising under the ODA, and with respect to the Counties, under the Indenture, the Bonds and related Bond Documents, each pursuant and subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, and the further consideration of the benefits to accrue to the Parties under this Agreement, the Parties agree, represent, and warrant as follows:

1. Each Party (an "**ODA Releasing Party**"), on its own behalf and on behalf of its past, present, and future officers, directors, employees, shareholders, agents, servants, representatives, attorneys, predecessors, successors, parents, subsidiaries, affiliates, partners, trustees, associates, insurers, and all other persons, firms, or corporations of any kind or nature

whatsoever in privity or affiliated with them, whether or not specifically named herein, releases and forever discharges (except to the limited extent set forth in Section 3 hereof), as applicable, each other Party (an “**ODA Released Party**”), its officers, agents, attorneys, employees, attorneys, successors and assigns, of and from any and all past, present and future claims, demands, debts, accounts, contracts, obligations, liabilities, actions and causes of action, of any nature whatsoever whether in law or in equity, whether known or unknown, which the Releasing Party ever had, now has, or may have, directly or indirectly, arising out of or in any way related to the ODA.

2. Each of the HRA and the Trustee (a “**Bond Related Releasing Party**”), and each of the Counties (a “**County Related Releasing Party**”), each on its own behalf and on behalf of its past, present, and future officers, directors, employees, shareholders, agents, servants, representatives, attorneys, predecessors, successors, parents, subsidiaries, affiliates, partners, trustees, associates, insurers, and all other persons, firms, or corporations of any kind or nature whatsoever in privity or affiliated with them, whether or not specifically named herein, hereby releases and forever discharges (except to the limited extent set forth in Section 3 hereof), as applicable, each other Party as defined in this Section 2 (a “**Bond Related Released Party**”), its officers, agents, attorneys, employees, attorneys, successors and assigns, of and from any and all past, present and future claims, demands, debts, accounts, contracts, obligations, liabilities, actions and causes of action, of any nature whatsoever whether in law or in equity, whether known or unknown, which the Releasing Party ever had, now has, or may have, directly or indirectly, arising out of or in any way related to the the Bonds, the Indenture, the Mortgage and any and all other Bond Documents (excluding the ODA) executed by the Parties in connection with the transactions evidenced by the Bonds and the Indenture.
3. Notwithstanding the foregoing, neither the Bonds nor the Indenture or the rights of the Trustee thereunder (i) as against any party other than the HRA, and (ii) with respect to any collateral, insurance claims and proceeds thereof and any monies and funds currently on deposit with the Trustee, shall be deemed terminated, but for the avoidance of doubt, the HRA shall not have any remaining payment or other obligations of any kind or nature thereunder or with respect thereto).
4. The HRA, the Counties, and the Trustee hereby each hereby represent and warrant that each of them are duly authorized under its respective organizational documents and laws of the State of Minnesota to make the covenants as herein provided, and all necessary action and proceedings on its part to be taken for the authorization, execution, delivery and performance of this Agreement have been duly and effectively taken.
5. This Agreement may not be amended, changed, revised, or modified with the prior written consent of each of the Parties.
6. This Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of Minnesota.
7. To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the Parties. Delivery of an executed counterpart of a

signature page of this Agreement by facsimile or e-mail in .pdf format shall be effective as delivery of a manually executed counterpart of this Agreement.

8. This Agreement constitutes the entire agreement and understanding of the Parties and supersedes all prior negotiations and/or agreements, proposed or otherwise, written or oral, concerning the subject matter hereof.
9. The Parties intend this Agreement to be legally binding upon and shall inure to the benefit of each of them and their respective successors and assigns.

[Signatures contained on follow page]

**U.S. Bank Trust Company, National Association,
solely in its capacity as Indenture Trustee**

By: _____
Name: _____
Title: _____

**Southcentral Minnesota Multi-County Housing
and Redevelopment Authority**

By: _____
Name: _____
Title: _____

County of Martin, Minnesota

By: _____
Its: Chair

County of Sibley, Minnesota

By: _____
Its: Chair

County of Nicollet, Minnesota

By: _____
Its: Chair

County of Waseca, Minnesota

By: _____
Its: Chair

County of Watonwan, Minnesota

By: _____
Its: Chair



February 11, 2025
OFFICIAL PROCEEDINGS OF THE
NICOLLET COUNTY DRAINAGE AUTHORITY

The Nicollet County Drainage Authority met in regular session on Tuesday, February 11, 2025, following adjournment of the regular Board of Commissioners meeting. Commissioners Dranttel, Kolars, Dehen, Helget, and Zins were in attendance. County Administrator Mandy Landkamer and County Attorney Michelle Zehdner were also present.

Approval of Agenda

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

Consent Agenda

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

- a. January 28, 2025 Drainage Authority Minutes

Carried Unanimously.

Public Appearances:

There were no public appearances.

Public Services – PUBLIC HEARING

Consider the CD38A Preliminary Engineers Report

Chair Dranttel opened the public hearing at 10:00 a.m. Director Kopet presented information regarding the proposed improvement of Nicollet County Ditch 38A, including that statutory notice was provided to affected landowners. Engineer Chris Otterness from Houston Enginerring, Inc. presented the Preliminary Engineer's Report. The CD38A improvements will increase the capacity and allow sufficient drainage to fulfill the system's original intended purpose; and the proposed improvement will be of public utility and promote the public health. Following Engineer Otterness' presentation, Director Kopet read verbatim the Minnesota Department of Natural Resources letter dated February 6, 2025, from Ethan Jensen, EWR Northern District Manager, pursuant to Minn. Stat. §103E.261, subd. 2. Engineer Otterness provided a response to each item raised by the DNR and answered questions from the Commissioners.

The floor was then opened for public comments regarding the proposed improvements to CD38A.

Attorney Dean Zimmerli, attorney for the Petitioners, noted that all statutes have been met so the Board should approve the Preliminary Engineer's Report and order the Engineer to prepare a Detailed Survey and Detailed Survey Report.

John Lupke addressed the Board to mention that he owns the land on the west side of CD38A and has had to replant approximately 5-6 acres due to the tiles' inability to provide adequate drainage.

County Attorney Zehnder Fischer stated that she concurs that the requirements have been met and the Board can proceed with the approval if they decide to do so.

Chair Dranttel asked for any additional public comments on CD38A Preliminary Report. None was made and Chair Dranttel closed the Public Hearing session at 10:58 a.m.

Motion by Commissioner Dehen and seconded by Commissioner Zins to approve the CD38A Preliminary Engineers Survey Report and the required Board Findings for Ordering a Detailed Survey and a Detailed Survey Report. Motion carried unanimously on a roll call vote.

Motion by Commissioner Kolars and seconded by Commissioner Dehen to appoint Houston Engineering Inc. to prepare the Final Engineers Report and direct the PPSD Director to prepare the Findings and Order for the next scheduled Drainage Authority Meeting.

Motion by Commissioner Dehen and seconded by Commissioner Zins to appoint Mark Berends and his team as viewers to determine the benefits for the landowners relating to the improvement project.

Adjourn

The meeting was adjourned at 11:03 a.m.

MARIE DRANTTEL, CHAIR
BOARD OF COMMISSIONERS

ATTEST:

MANDY LANDKAMER,
CLERK TO THE BOARD

NICOLLET
COUNTY EST. 1853

Agenda Item: Consider Approval for CD38A Finding of Fact and Order		
Primary Originating Division/Dept.: Public Services		Meeting Date: 02/25/2025
Contact: Jaci Kopet	Title: PPSD Director	Item Type: Regular Agenda (Select One)
Amount of Time Requested: 5 minutes		
Presenter: Jaci Kopet		Title: PPSD Director
		Attachments: ☒ Yes ☐ No
County Strategy: (Select One) Financial Security - prudent use of taxpayer resources		
BACKGROUND/JUSTIFICATION: Attached is the Finding of Fact and Order for CD38A, resulting from the Preliminary Engineers Report public hearing held on February 11, 2025. This order directs the engineer to proceed with the Detailed Survey Report and also appoints the viewers for determining the benefits related to the improvement.		
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: Approval of the Findings and Order		
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:

BEFORE THE NICOLLET COUNTY DRAINAGE AUTHORITY
FOR COUNTY DITCH NO. 38A

Findings of Fact and Order of the Drainage Authority
Directing Engineer to Proceed With a Detailed
Survey and Detailed Survey Report and for the
Appointment of Viewers, by the Drainage Authority
Of Nicollet County, Regarding the Petition for
Improvements to County Ditch 38A, Courtland Township

The Drainage Authority, having completed its deliberations, its examination of all files and records herein, its hearing of all interested persons, and its consideration of all reports, makes the following:

FINDINGS OF FACT

1. A Petition for Improvement to Nicollet County Ditch 38A was filed with the Nicollet County Public Services Office on May 29, 2024. The contents of said Petition meet the criteria set forth in Minnesota Statute Section 103E.215 to initiate an improvement of a drainage system.
2. On July 9, 23024, the Drainage Authority accepted the Petition and appointed Chris Otterness, PE, of Houston Engineering Inc. to act as the engineer to prepare a Preliminary Engineer's Report.
3. The Petitioners have filed an adequate bond to cover all expenses incurred to date. An additional bond shall be required of Petitioners should the current bond be insufficient to cover additional expenses incurred prior to the approval of the Final Improvement.
4. Engineer Chris Otterness filed a preliminary survey report with Nicollet County Public Services on December 31, 2024.
5. A Hearing on the Preliminary Engineer's Report was held at 10:00 a.m. in the Nicollet County Board Room at the Nicollet County Government Center on February 11, 2025. During the public hearing portion of the proceedings, the following persons appeared and provided comment.
 - a. Attorney Zimmerli spoke on behalf of the Petitioners and ask that the Drainage Authority order the preparation of a detailed survey and survey report.
 - b. John Luepke, 44242 541st Ave, Courtland MN, addressed the Board to mention that he owns the land on the west side of CD38A and has had to replant approximately 5-6 acres due to the tiles' inability to provide adequate drainage.

6. Proper notice of the Preliminary Hearing was provided as required under Minnesota Statute Section 103E.261.
7. Engineer Otterness's preliminary survey and plan contains all the required elements set forth in Minnesota Statute Section 103E.245, subdivision 4. The plan addresses the improvements, the outlet of the project, the watershed of the drainage project, and the property likely to be affected. Engineer Otterness further explained his analysis of whether the proposed drainage project met the criteria set forth in Chapter 103E of Minnesota Statutes.
8. A copy of Engineer Otterness's preliminary survey and plan was provided to the Commissioner of Natural Resources. The Commissioner of Natural Resources filed a preliminary advisory report with Nicollet County Public Services. The report was publicly read and included in the record of the proceedings. Engineer Otterness addressed each of the concerns raised by the Commissioner in a written report to the Board. The Board noted no additional questions or response was needed regarding the Commissioner's report following the response offered by Engineer Otterness.
9. The proposed drainage project will be of public benefit and promote the public health after considering all the environmental, land use, and multipurpose water management criteria set forth in Minnesota Statute Section 103E.015, subdivision 1.
10. The proposed improvement project is necessary. Specifically, the drainage system has past its functional life. A tile televising reflected numerous locations with broken and disjointed tiles. The current drainage coefficients of the system range from approximately 0.08 to 0.50 inches/day. The lowest of these drainage coefficients is less than 30% of the Natural Resources Conservation Service recommended drainage coefficient.
11. The outlet for the drainage project is adequate.
12. The proposed drainage project outlined in the Petition or modified and recommended by Engineer Otterness is feasible.
13. The Preliminary Engineer's Report establishes that the criteria are met for proceeding with a detailed survey and detailed survey report.

Based upon the foregoing Findings and the entire record of proceedings before the Board, acting as the drainage authority for Nicollet County Ditch 38A, hereby orders as follows:

ORDER

1. The preliminary survey report is approved.

2. Chris Otterness PE, Houston Engineering Inc, is directed to prepare a Detailed Survey and Detailed Survey Report as provided for in Minnesota Statute Chapter 103E to include the plans and specifications for the proposed drainage project, and submit the Detailed Survey and Detailed Survey Report as soon as possible.
3. After the detailed survey report is complete, the engineer shall file the detailed survey report with the Director of Property and Public Services who shall deliver a copy of the detailed survey report to the commissioner of natural resources.
4. Mark Behrends, Robert Hansen, Kendall Langseth, Bruce Ness, and Wesley Dahl, disinterested residents of the State, are appointed as viewers herein and are ordered to prepare a report for the cost of the improvement to be assessed against the property benefited by the improvement.
5. Within five days of this order, the Director of Property and Public Services shall, by order, designate the time and location for the first meeting of the viewers and issue a copy to the viewers of the Director of Property and Public Services order and a certified copy of the this order appointing the viewers.
6. At the first meeting and before beginning their duties, the viewers shall subscribe to an oath to faithfully perform their duties. If an appointed viewer does not qualify for any reason, the auditor shall designate another qualified person to take the disqualified viewers' place.

After discussion, the Board Chair called the question. The question was on the adoption of the foregoing findings and order, with all voting in favor. The motion passed and the Findings and Order area adopted.

Dated: February 25, 2025

Marie Dranttel
Chairperson of Drainage Authority

ATTEST:

Mandy Landkamer, County Administrator
Clerk to the County Board

Nicollet County Drainage Authority

Meeting Agenda Item



Agenda Item: Nicollet County Ditches 33 and 51		
Primary Originating Division/Dept.: Public Works Contact: Nathan Henry Title: Drainage Inspector Amount of Time Requested: 15 minutes Presenter: Michelle Zehnder Fischer Title: County Attorney	Meeting Date: 02/25/2025 Item Type: Regular Agenda (Select One) Attachments: ☐ Yes ☒ No	
County Strategy: Facilities and Space - preserve, maintain and build our assets (Select One)		
BACKGROUND/JUSTIFICATION: Pursuant to Minn. Stat. § 13D.05, subd. 3(b), a closed meeting of the Nicollet County Drainage Authority is needed to discuss potential litigation and legal strategy involving drainage issues involving Nicollet County Ditch 33 and 51. Following the closed session, action may be taken based upon the information provided during the closed session.		
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: The Drainage Authority participate in a closed session to discuss potential litigation and legal strategy and take action in open session as may be warranted.		
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:	