

Nicollet County Board of Commissioners Meeting



September 14, 2021

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

Commissioners – Terry Morrow, Chair; Jack Kolars; John Luepke; Marie Dranttel; Denny Kemp

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

1. Flag Pledge
2. Silence Your Cell Phones
3. Approval of Agenda

Consent Agenda

1. [Approval of August 24, 2021 Board Minutes](#)
2. [Victim/Witness Coordinator Grant Renewal](#)
3. [End of Probations](#)
4. Approval of Bills

Public Appearances

9:05 a.m. Appoint Clerk of the Board – County Administrator

9:10 a.m. U of M Extension

1. [University of Minnesota Memorandum of Agreement 2022-2024](#)

9:20 a.m. Health and Human Services

1. [Family Homelessness Prevention and Assistance Program Resolution](#)

9:25 a.m. County Attorney

1. [Consider Settlement of Kleiber v. Nelson Auto Center Qui Tam Action](#)

9:30 a.m. Administration

1. [South Central Service Cooperative Joint Powers Agreement](#)

County Attorney Update

Chair's Report

Commissioner Committee Reports

Commissioners Meetings & Conferences

Approve Per Diems and Expenses

Adjourn Board of Commissioners Meeting

Continued...

Vision Statement

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

**Leadership. Efficiency. Accountability.
Innovation. Integrity.**

Mission Statement

Providing efficient services with innovation and accountability

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- 9:45 a.m.** Call Drainage Authority Meeting to Order: Commissioner Kemp
Drainage Authority Agenda Items
1. Consent Agenda
 - a. Approval of August 24, 2021 Drainage Authority Minutes
 2. Consider Findings for Approved Redeterminations for CD13A, CD29A, CD33A, CD48A, and CD51
- 10:00 a.m.** 3. Public Hearing for Ditch Cleanings on CD32A and CD82
- 10:30 a.m.** 4. Public Hearing for CD86A - Levy and Financing for Improvement Project
- Adjourn Drainage Authority Meeting

Continued...

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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. Meetings with a quorum of Nicollet County Board of Commissioners expected to attend is noted with an asterisk (*).

Questions or comments regarding any Nicollet County meeting and requests to participate in any meeting can be directed to Mandy Landkamer, Nicollet County Interim Administrator, at 507-934-7074 or mandy.landkamer@co.nicollet.mn.us.

- September 10 – Budget Workshop #1, Nicollet County Board Room, St. Peter*
- September 14 – County Board of Commissioners Meeting, 9 a.m., Nicollet County Board Room, St. Peter *
- September 14 – County Drainage Authority Meeting, 9 a.m., Nicollet County Board Room, St. Peter *
- September 14 – REDA Annual Meeting, 5:30 p.m., Gustavus Adolphus College, St. Peter*
- September 15 – Budget Workshop #2, Nicollet County Board Room, St. Peter*
- September 16 – AMC Fall Policy Conference, Arrowwood Conference Center, Alexandria, MN
- September 20 – Board of Adjustment and Appeals/Planning & Zoning Advisory Commission Meeting, 7 p.m., Nicollet County Board Room, St. Peter*
- September 21 – Individual Department Head Meeting with County Attorney, 8:15 a.m., Nicollet Room, St. Peter*
- September 21 – County Board Workshop, 9:30 a.m., Nicollet County Government Center, EOC, St. Peter *
- September 24 – Brown-Nicollet Community Health Full Board Meeting, 8:15 a.m.
- September 28 – County Board of Commissioners Meeting, 9 a.m., Nicollet County Board Room, St. Peter *
- September 28 – County Drainage Authority Meeting, 9 a.m., Nicollet County Board Room, St. Peter *
- October 4 – Mankato Rehabilitation Center
- October 6 – SWCD Board Meeting
- October 7 – Highway 169 Coalition Meeting
- October 12 – County Board of Commissioners Meeting, 9 a.m., Nicollet County Board Room, St. Peter *
- October 12 – County Drainage Authority Meeting, 9 a.m., Nicollet County Board Room, St. Peter *
- October 18 – Board of Adjustment and Appeals/Planning & Zoning Advisory Commission Meeting, 7 p.m., Nicollet County Board Room, St. Peter*
- October 19 – County Board Workshop, 9:30 a.m., Road Tour, Nicollet County *
- October 26 – County Board of Commissioners Meeting, 9 a.m., Nicollet County Board Room, St. Peter *
- October 26 – County Drainage Authority Meeting, 9 a.m., Nicollet County Board Room, St. Peter *
- October 28 – Brown-Nicollet Community Health Executive Committee Meeting, 8:15 a.m.

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OFFICIAL PROCEEDINGS OF THE
BOARD OF COUNTY COMMISSIONERS FOR
NICOLLET COUNTY, MINNESOTA
AUGUST 24, 2021

The Nicollet County Board of Commissioners met in regular session on Tuesday, August 10, 2021, at 9:00 a.m. Commissioners Terry Morrow, Denny Kemp, Jack Kolars, Marie Dranttel, and John Luepke were present. Also present were Interim County Administrator Mandy Landkamer, County Attorney Michelle Zehnder Fischer and Recording Secretary Abigail Lewis.

Approval of Agenda

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

Consent Agenda

Motion by Commissioner Kemp and seconded by Commissioner Luepke to approve the consent agenda items as follows: August 10, 2021 Board Meeting minutes and August 18, 2021 Special Board Meeting minutes, and approval of the Commissioner Warrants as presented for the following amounts: General Revenue Fund - \$99,922.70, Road & Bridge Fund - \$55,492.17, Human Services Fund - \$110,642.89 and \$5,592.98, and acknowledge review of the Auditor's Warrants. Motion carried with all voting in favor.

Public Appearances

Cedric Domm, resident of Nicollet County, appeared before the Board to address concerns in regards to the way a compliancy issue was handled in respect to his property that includes a Solar Panel farm.

Funding Request

Connecting Nicollet County

Jean Gansen, Connecting Nicollet County Board Member, appeared before the Board to present the annual request for \$10,000 towards the function of Connecting Nicollet County Program.

Health and Human Services

Grant Application and Fiscal Host for Regional ICS Training

Motion by Commissioner Luepke and seconded by Commissioner Kolars to approve Director Cassie Sassenberg to apply for, and fiscally host a public health workforce development grant. Motion carried with all voting in favor.

COVID-19 Response Update

Director Sassenberg provided an update to the Board on COVID-19, the Delta variant and vaccination efforts in Nicollet County.

Public Services

Nicollet Conservation Club Inc. Beer and Wine Liquor License

Motion by Commissioner Luepke and seconded by Commissioner Kemp to approve the Beer and Wine Liquor License for Nicollet Conservation Club Inc. Motion carried with all voting in favor.

County Attorney

Consideration of the Amended Policy Against Discrimination and Harassment Based Upon Protected Status

Motion by Commissioner Kemp and seconded by Commissioner Luepke to approve the amended Policy Against Discrimination and Harassment Based Upon Protected Status with the further direction that the numbering of the policy be updated when placed in the Nicollet County Handbook. Motion carried with all voting in favor.

County Attorney Michelle Zehnder Fischer reported on various highlights of events that the Attorney's office has attended in the last few weeks.

County Board

County Administrator Position

Chair Morrow announced that an agreement was reached with Mandy Landkamer for the position of County Administrator.

Administration

Re-Appoint David Anderson to SC MN HRA Board

Motion by Commissioner Kemp and seconded by Commissioner Luepke to approve the re-appointment of David Anderson to the South Central MN Multi-County HRA Board effective October 1, 2021. Motion carried with all voting in favor.

Commissioner Committee Reports

The Commissioners reported on various meetings and activities including:

Chair's Report

- Special Board Meeting
- Budget Meetings

Commissioner Marie Dranttel

- Region 9 Board Meeting
- Special Board Meeting
- Tri-County Meeting
- Budget Meetings
- Individual Department Head Meeting

Commissioner Denny Kemp

- Special Board Meeting
- Statewide Communications Board

Commissioner Jack Kolars

- REDA
- County Fair Presentation
- MVAC
- Individual Department Head Meeting
- Special Board Meeting
- Greater Mankato Growth
- Traverse des Sioux

Commissioner John Luepke

- Department Head Meeting
- Special Board Meeting
- County Fair Presentation

Approve Per Diems and Expenses

Motion by Commissioner Kemp and seconded by Commissioner Luepke to approve the expenses and per diems for the meetings noted above during the Commissioner Reports and/or as submitted on approved expense reports, and authorize payment of those expenses and per diems by the Finance Office. Motion carried with all voting in favor.

Adjourn

Motion by Commission Kemp and seconded by Commissioner Kolars to adjourn the meeting. Motion carried with all voting in favor. The meeting adjourned at 9:40 a.m.

TERRY MORROW, CHAIR
BOARD OF COMMISSIONERS

ATTEST:

JACI KOPET
CLERK TO THE BOARD

Nicollet County Board of Commissioners
Board Meeting Agenda Item



Agenda Item:		
Victim/Witness Coordinator Grant Renewal		
Primary Originating Division/Dept.: County Attorney's Office	Meeting Date: 9/14/2021	
Contact: Michelle Zehnder ☒ Title: County Attorney	Item Type: Consent Agenda (Select One)	
Amount of Time Requested minutes		
Presenter: Michelle Zehnder ☒ Title: County Attorney	Attachments: ☐ Yes ☒ No	
County Strategy: Financial Security - prudent use of taxpayer resources (Select One)		
BACKGROUND/JUSTIFICATION: The Nicollet County Attorney's Office applied for, and received, a \$140,000 two-year grant for purposes of continuing the Victim/Witness Coordinator position. This position serves crime victims and witnesses, and engages in community outreach. The grant period runs from October 1, 2021 through September 30, 2023.		
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) 6/22/2021		
Approved by County Attorney's Office: ☒ Yes ☐ No ☐ N/A		
ACTION REQUESTED: Approve and execute grant agreement that is attached.		
FISCAL IMPACT: Included in current budget (Select One) If "Other", specify	FUNDING County Dollars = 26,251 Grant 140,000 (Select One) Total	
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:		



Grant Contract Agreement

Page 1 of 3

Minnesota Department of Public Safety ("State") Office of Justice Programs 445 Minnesota Street, Suite 2300 St. Paul, MN 55101-2139	Grant Program: Crime Victim Services 2022 Grant Contract Agreement No.: A-CVS-2022-NICCAO-011
Grantee: Nicollet County, Attorney's Office 501 South Minnesota Avenue St. Peter, Minnesota 56082	Grant Contract Agreement Term: Effective Date: 10/1/2021 Expiration Date: 9/30/2023
Grantee's Authorized Representative: Michelle M. Zehnder Fischer, County Attorney Nicollet County, Attorney's Office 501 South Minnesota Avenue St. Peter, Minnesota 56082 (507) 934-7890 Michelle.zehnderfischer@co.nicollet.mn.us	Grant Contract Agreement Amount: Original Agreement \$140,000.00 Matching Requirement \$0.00
State's Authorized Representative: Kelley Brim, Grant Manager Office of Justice Programs 445 Minnesota Street, Suite 2300 St. Paul, MN 55101-2139 (651) 201-7315 Kelley.brim@state.mn.us	Federal Funding: CFDA 16.575 \$138,000 FAIN: 2019V2GX0033, 2020V2GX0018 State Funding: Minnesota Session Laws of 2021, 1 st Special Session, Chapter 11, Article 1, Section 14, Subdivision 7 Special Conditions: Attached and incorporated into this grant agreement. See page 3.

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant contract agreement.

Term: The creation and validity of this grant contract agreement conforms with Minn. Stat. § 16B.98 Subd. 5. Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16B.98, subd. 7, whichever is later. Once this grant contract agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant contract agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant contract agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee, who is not a state employee will:

Perform and accomplish such purposes and activities as specified herein and in the Grantee's approved Crime Victim Services 2022 Application ("Application") which is incorporated by reference into this grant contract agreement and on file with the State at 445 Minnesota Street, Suite 2300, St. Paul, Minnesota, 55101-2139. The Grantee shall also comply with all requirements referenced in the Crime Victim Services 2022 Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant contract agreement.

Budget Revisions: The breakdown of costs of the Grantee's Budget is contained in Exhibit A, which is attached and incorporated into this grant contract agreement. As stated in the Grantee's Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.

Matching Requirements: (If applicable.) As stated in the Grantee's Application, the Grantee certifies that the matching requirement will be met by the Grantee.



Grant Contract Agreement

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Payment: As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

Certification Regarding Lobbying: (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

1. ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. § 16A.15.

Signed: _____

Date: _____

Grant Contract Agreement No./ P.O. No. A-CVS-2022-NICCAO-011 / 3-75488

Project No.(indicate N/A if not applicable): N/A

3. STATE AGENCY

Signed: _____
(with delegated authority)

Title: _____

Date: _____

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.

Signed: _____

Print Name: Terry Morrow

Title: Nicollet County Commissioner - Board Chair

Date: _____

Signed: _____

Print Name: Mandy Landkamer

Title: County Administrator

Date: _____

Distribution: DPS/FAS
Grantee
State's Authorized Representative



Special Conditions

1. Time limitations on funding use:

Federal funding

\$12,006.00 is available from October 1, 2021 through September 30, 2022.

\$55,200.00 is available from October 1, 2021 through September 30, 2023.

\$70,794.00 is available from October 1, 2021 through September 30, 2023. It is only available to the Grantee to spend upon receipt of funds from the US Department of Justice and notification from the State.

State funding

\$1,000.00 is available from October 1, 2021 through June 30, 2023.

\$1,000.00 is available from July 1, 2022 through September 30, 2023.

2. Special Duties:

\$140,000 for general crime services in Nicollet County.

Organization: Nicollet County Attorney's Office

Budget Summary

Budget		VOCA	State	Match
Budget Category				
Personnel				
Victim/Witness Coordinator	\$138,000.00		\$0.00	\$0.00
Total	\$138,000.00		\$0.00	\$0.00
Travel & Training				
Travel & Training	\$0.00	\$0.00	\$750.00	\$0.00
Total	\$0.00	\$0.00	\$750.00	\$0.00
Office & Program Expenses				
Office & Program Expenses	\$0.00	\$0.00	\$750.00	\$0.00
Total	\$0.00	\$0.00	\$750.00	\$0.00
Direct Client Assistance				
Direct Client Assistance	\$0.00	\$0.00	\$500.00	\$0.00
Total	\$0.00	\$0.00	\$500.00	\$0.00
Total	\$138,000.00	\$138,000.00	\$2,000.00	\$0.00

Nicollet County Board of Commissioners
Board Meeting Agenda Item



Agenda Item: End of Probations		
Primary Originating Division/Dept.: Human Resources		Meeting Date: 09/14/2021
Contact: Whitney Krebs	Title: Interim HR Director	Item Type: Consent Agenda (Select One)
Amount of Time Requested	minutes	
Presenter: Whitney Krebs	Title: Interim HR Director	Attachments: ☒ Yes ☐ No
County Strategy: (Select One) Facilities and Space - preserve, maintain and build our assets		
BACKGROUND/JUSTIFICATION: Health and Human Services HHS Director Cassie Sassenberg has requested the end of probation for Emily Osdoba, Case Aide, effective September 14, 2021, and Kate Albrecht, Public Health Nurse, effective September 21, 2021.		
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		FUNDING County Dollars = Grant (Select One)
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:		Total

Nicollet County Board of Commissioners
Board Meeting Agenda Item



Agenda Item:		
University of Minnesota Memorandum of Agreement 2022 - 2024		
Primary Originating Division/Dept.: U of MN Extension	Meeting Date: 09/14/2021	
Contact: Mandy Landkamer Title: County Administrator	Item Type: Regular Agenda (Select One)	
Amount of Time Requested 10 minutes		
Presenter: Bonnie Christiansen Title: Regional Director	Attachments: ☒ Yes ☐ No	
County Strategy: Programs and Services - deliver value-added quality services (Select One)		
BACKGROUND/JUSTIFICATION: The current University of Minnesota Memorandum of Agreement (MOA) is in place through 2021. The attached MOA will begin in 2022 through 2024 and includes a 90 day termination clause for both parties. Included within the MOA is the staff pricing chart per position for 2022 - 2024. The Nicollet County Extension Committee reviewed the MOA at their June 7, 2021.		
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) 06/26/2018		
Approved by County Attorney's Office: ☒ Yes ☐ No ☐ N/A		
ACTION REQUESTED:		
Approval of the 2022 - 2024 University of Minnesota Memorandum of Agreement		
FISCAL IMPACT: No fiscal impact (Select One) If "Other", specify	FUNDING County Dollars =	2022 Budget \$126,049
	Other (Select One)	
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments: 1.5 FTE for 2022 - 2024 MOA	Total	2022 Budget \$126,049

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

This Agreement ("Agreement") between the County of Nicollet Minnesota ("County") and Regents of the University of Minnesota on behalf of its Extension unit, 240 Coffey Hall, St. Paul, Minnesota, 55108 ("University") is effective January 1, 2022, and supersedes and replaces any and all current or existing agreements relating to Extension and its programs that may exist between the County and University.

The term of this Agreement shall be three (3) years, beginning on January 1, 2022 and ending on December 31, 2024, unless earlier terminated as provided in paragraphs 9 and 10.

WITNESSETH:

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

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

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

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

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

1. In accordance with Minn. Stat. §38.37 County desires to augment University's state-wide Extension programs. The programs that the County will augment are detailed in Table A below.

Table A

Program/Position	FTE	2022 Price	FTE	2023 Price	FTE	2024 Price
Extension Educator, Agriculture, Food, Natural Resources	0.5	\$ 42,500	0.5	\$ 43,456	0.5	\$ 44,542
Extension Educator, 4-H Youth Development	1	\$ 76,949	1	\$ 78,681	1	\$ 80,648
Total	1.5	\$119,449	1.5	\$122,137	1.5	\$125,190

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

3. Based on the County's funding commitment, University will be responsible for providing salary & fringe benefits for the positions, enhanced programming from regional extension educator staff, program supervision, travel (mileage, meals, and lodging), in-service training within program area, payroll, and accounting services.

The County agrees to provide local support in the form of support staff, office space, office furnishings, telephone, computer, software, internet service, storage space, and general office supplies. The University will recommend support staff responsibilities, technology needs and other office standards. Nevertheless, the level of availability and type of local support will be determined by the County as established in the annual budget.

4. University will bill the County on a quarterly basis and the County will submit payment within thirty-five (35) days of receipt of the bill. The total annual amount to be paid by the County shall be paid in four (4) equal quarterly payments.

5. During an extended leave of absence (e.g. FMLA; educational leave), the University will continue the program with regional educators and/or temporary employees with involvement and concurrence of the County. The County will be billed at the contract price and will not incur any additional charges for regional educators or temporary employees.

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

7. The University will complete an annual performance evaluation of each University Extension employee working in the County and supporting the programs identified in paragraph 1. The County Extension Committee will have the option to provide input to University on such evaluation. The University in accordance with University personnel guidelines will determine salary adjustment of each University Extension employee.

8. Annually, the County Extension Committee, in coordination with University, will be responsible for approving the County Extension educational programming and services, as provided for in Minn. Stat. §38.34.

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

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

If to County: Mandy Landkamer
501 S Minnesota Avenue
St. Peter, MN 56083

If to University: University of Minnesota
Minnesota Extension
Attn: Dean Beverly Durgan
240 Coffey Hall
1420 Eckles Avenue
St. Paul, MN 55108
Facsimile No.: 612-625-6227
E-mail: mnext@umn.edu

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

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

13. All data collected, created, received, maintained, or disseminated for any purposes by the activities of University because of this Agreement is governed by the Minnesota Government Data Practices

Act, Minn. Stat. Chap. 13, as amended, the Minnesota Rules implementing such Act now in force or as adopted, as well as Federal Regulations on data privacy.

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

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

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

COUNTY of NICOLLET

Regents of the University of Minnesota

BY _____
Chair, County Board of Commissioners

BY _____

DATE _____

DATE _____

Approved as to form:

BY _____
County Administrator

DATE _____

BY _____

DATE _____

ADDENDUM TO
Agreement between the University of Minnesota and Nicollet County
For providing Extension programs locally and employing Extension Staff

This Addendum is made to the Memorandum of Agreement ("MOA") for providing Extension programs locally and employing Extension staff between the County of Nicollet, Minnesota ("County") and Regents of the University of Minnesota, through Extension. The Addendum will remain in place for the term of the Memorandum of Agreement and will be effective as of January 1, 2022.

Program Intern 4-H YD	2022 Price	2023 Price	2024 Price
Rate per Hour	\$15.00	\$15.34	\$15.72
Hours 40 hr/wk for 11 wk	440	440	440
Total	\$6,600	\$6,750	\$6,917

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

The parties by their respective authorized agents or officers have executed this addendum.

COUNTY of NICOLLET

Regents of the University of Minnesota

BY Elegia H. Thuegg
Chair, County Extension Committee

BY _____
Dean

DATE Sept 3, 2021

DATE _____

BY _____
Chair, County Board of Commissioners

DATE _____

Nicollet County Board of Commissioners
Board Meeting Agenda Item



Agenda Item:	
Family Homelessness Prevention and Assistance Program Resolution	
Primary Originating Division/Dept.: Health and Human Services	Meeting Date: 9/14/2021
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: Health and Human Services is requesting approval of a resolution authorizing Minnesota Valley Action Council (MVAC) as the grantee and administrator of funds made available through the Minnesota Housing Finance Agency Family Homelessness Prevention and Assistance Program in Nicollet County. Currently, MVAC serves in this capacity for the Counties in Region 9 and has been administering this program for over 12 years. MVAC has been awarded funds for the 21 – 23 FHPAP grant period (10/1/21 – 9/30/23) and Minnesota Housing requires a resolution from each county in our service area, every two years, acknowledging MVAC as the grantee and administrator for the program. MVAC was awarded \$759,700 for this grant period. During the current grant period, MVAC has assisted 18 households in Nicollet County under the prevention category and 3 households under the rapid rehousing category.	
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) April 2019	
Approved by County Attorney's Office: ☐ Yes ☐ No ☒ N/A	
ACTION REQUESTED:	
Approval of the Family Homelessness Prevention and Assistance Program Resolution	
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 Authorizing Minnesota Valley Action Council as the
Grantee and Administrator for Family Homelessness Prevention
and Assistance Program funds in the Counties of
South Central Minnesota**



WHEREAS, the Minnesota Housing Finance Agency has been authorized to undertake a program to provide funds for the Family Homelessness Prevention & Assistance Program; and,

WHEREAS, Minnesota Valley Action Council has administered this program in the nine counties of south central Minnesota previously and has been provided funding for the period October 1, 2021 – September 30, 2023; and,

WHEREAS, Minnesota Valley Action Council has demonstrated the ability to perform the required activities of the Family Homelessness Prevention & Assistance Program;

NOW, THEREFORE, be it resolved that the Minnesota Valley Action Council is hereby authorized as the grantee and administrator of the Family Homelessness Prevention & Assistance Program in the counties of Blue Earth, Brown, Faribault, Le Sueur, Martin, Nicollet, Sibley, Waseca and Watonwan in south central Minnesota.

I hereby certify that the above is a true and correct copy of a resolution adopted by the Nicollet County Board of Commissioners this 14th day of September 2021, and as appears in the minutes of their record of proceedings.

Terry Morrow, Chair
Nicollet County Board of Commissioners

ATTEST:

Mandy Landkamer
Clerk to the Board

Nicollet County Board of Commissioners
Board Meeting Agenda Item



Agenda Item:	
Consider settlement of Kleiber v. Nelson Auto Center Qui Tam Action	
Primary Originating Division/Dept.: County Attorney Contact: Michelle Zehnder ☒ Title: County Attorney Amount of Time Requested 5 minutes Presenter: Michelle Zehnder ☒ Title: County Attorney	Meeting Date: 9/14/2021 Item Type: Regular Agenda (Select One) Attachments: ☒ Yes ☐ No
County Strategy: Financial Security - prudent use of taxpayer resources (Select One)	
BACKGROUND/JUSTIFICATION: Nelson Auto Center had a contract with the State of Minnesota that allowed governmental entities to purchase police and emergency vehicles at a negotiated contract price. The Sheriff's Office purchased two vehicles under the contract. Through audits and investigations, it was determined that Nelson Auto overcharged the State of Minnesota and numerous political subdivisions for the purchase of these vehicles. The Sheriff's Office initially received reimbursement in the amount of \$468.00 as a result of an audit conducted by the Minnesota Department of Administration Internal Auditor and the Minnesota Bureau of Criminal Apprehension. Steven Kleiber subsequently commenced a qui tam action against Nelson Auto Center. A qui tam action is a lawsuit brought by a private citizen against a person or business who is believed to have violated the law in the performance of a contract with the government. The action allowed Mr. Kleiber to pursue damages and penalties for the false claims. There has been extensive litigation involved, including an appeal to the Minnesota Court of Appeals. A mediated settlement of the action was reached and Nicollet County is being asked to accept the settlement. The details of the settlement are further explained in the attached letter. The total settlement due to Nicollet County under the agreement is \$316.12, representing \$158.06 per vehicle purchased.	
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: A Board vote to accept or reject the litigation settlement.	
FISCAL IMPACT: Other (Select One) If "Other", specify Settlement of \$316.12	FUNDING County Dollars = Grant (Select One) Total
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:	

Mark R. Becker
Attorney

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mbecker@fwhtlaw.com

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Suite 2600
Minneapolis, MN 55402
T 612.359.7600
F 612.359.7602

fwhtlaw.com

**FABYANSKE
WESTRA
HART &
THOMSON**

August 26, 2021

AUG 30 2021

Via U.S. Mail and Email

Michelle M. Zehnder Fischer
501 South Minnesota Avenue
St. Peter, MN 56082

**Re: SETTLEMENT - State of Minnesota, *et al.*, *ex rel.* Steven Kleiber v. Nelson
Auto Center, Inc. *et al.*
District Court File No.: 62-CV-19-876
Appellate Court Case No.: A20-0653**

Dear Ms. Zehnder Fischer:

We represent Steven Kleiber. You are receiving this letter because you have been identified as the attorney for Nicollet County. As you may recall, Mr. Kleiber commenced the above titled *qui tam* action (the "Action") under the Minnesota False Claims Act ("MFCA") related to alleged overcharging by Nelson Auto Center, Inc. ("Nelson Auto") for police and emergency vehicles under state contract numbers 37669 and 83065 (the "Contracts"). Your client, Nicollet County, was one of the entities Mr. Kleiber asserted claims on behalf of in the Action.

Since commencement of the Action, Mr. Kleiber and Defendants have agreed to settle the Action for a total sum of \$1.1 million. A copy of the Proposed Mediated Settlement Agreement with Exhibits A-E (the "Settlement Agreement") is enclosed. The Settlement Agreement has been submitted to and approved by Judge Thomas A. Gilligan of the Ramsey County District Court. A copy of the District Court's Interim Order approving the Settlement Agreement is also enclosed.

Although set out in detail in the Settlement Agreement, you should be aware that the total amount of the settlement proceeds are to be distributed as follows:

1. \$478,131.50 to entities on whose behalf Mr. Kleiber pursued claims in the Action, such as Nicollet County;
2. \$200,980.50 to Mr. Kleiber as his distribution pursuant to § 15C.13 of the MFCA;
3. \$34,558.15 to Mr. Kleiber's attorneys, Fabyanske, Westra, Hart & Thomson, P.A. ("FWHT"), for costs incurred in the Action as provided for in § 15C.12 of the MFCA; and

4. \$386,329.85 to FWHT for attorneys' fees incurred in the Action as provided for in § 15C.12 of the MFCA.

Under the terms of the settlement agreement, the distribution amount each individual entity, such as Nicollet County, is entitled to is \$158.06 per vehicle purchased under the Contracts that Mr. Kleiber identified the respective entity was allegedly overcharged for. The per vehicle amount was determined by taking the total amount to be distributed to the entities (\$478,131.50) and dividing that by the number of vehicles purchased that Mr. Kleiber identified entities were allegedly overcharged on, 3,025.

Mr. Kleiber identified that Nicollet County was allegedly overcharged on 2 vehicle purchases under the Contracts. Thus, Nicollet County's distribution under the Settlement Agreement would be \$316.12. A complete calculation of the distribution amount for each entity Mr. Kleiber pursued claims on behalf of in the Action is attached as Exhibit B to the Settlement Agreement.

That being said, while Mr. Kleiber and Defendants have agreed to settle the action, and the District Court has approved their agreement, the terms of the settlement agreement and § 15C.05(a) of the MFCA require both the District Court *and* the Prosecuting Attorney (as defined by § 15C.01 of the MFCA) to consent to the settlement and dismissal of the Action and to provide their reasons for consenting in order for the settlement to be finalized.

To that end, after your review of the enclosed settlement documents and the District Court's Interim Order, we request that you indicate in writing whether your client, Nicollet County, approves the settlement and the reasons for consenting, or objects to the settlement and the reasons for such objection. To make this election simpler for each entity, the parties may make their respective elections by filling out the form on the following page and returning it by mail or email at the following addresses:

Mailing Address: Fabyanske, Westra, Hart & Thomson, P.A.
Attn: Mark R. Becker & Alexander B. Athmann
333 South Seventh Street, Suite 2600
Minneapolis, MN 55402

Bassford Remele, P.A.
Attn: Jonathan P. Norrie
100 South Fifth Street, Suite 1500
Minneapolis, MN 55402

Neaton & Puklich, P.L.L.P.
Attn: Michael L. Puklich
7975 Stone Creek Drive, Suite 120
Chanhassen, MN 55317

Email Address: mbecker@fwhtlaw.com

August 26, 2021
Page 3

aathmann@fwhtlaw.com
jnorrie@bassford.com
mic@neatonpuklich.com

Of course, if Nicollet County wishes to submit its own written response, providing for either its approval or objection to the Settlement Agreement and its reasons for such election rather than submit the provided form, it is welcome to do so. You and Nicollet County should also be aware that under the terms of the Settlement Agreement, if Nicollet County does not submit an objection within 60 days after receiving this notice, Nicollet County will be deemed to have approved the settlement. Prior to the expiration of the 60 day period, if Nicollet County is unable to resolve its objection with Mr. Kleiber's counsel and Defendants' counsel, Nicollet County must file its objection in Ramsey County District Court, case number 62-CV-19-876.

If you have any questions regarding this letter, the Settlement Agreement, or the Action in general, please feel free to contact myself or my colleague Alex Athmann (aathmann@fwhtlaw.com).

Sincerely,

A handwritten signature in blue ink, appearing to be 'MRB', with a long horizontal stroke extending to the right.

Mark R. Becker

MRB/

Encl.

cc: Alex Athmann (aathmann@fwhtlaw.com)
Jonathan Norrie (jnorrie@bassford.com)
Mic Puklich (puklich@gmail.com)

SETTLEMENT ELECTION FORM

☐ I, _____, Prosecuting Attorney for _____, approve the settlement and dismissal of the action titled State of Minnesota, *et al.*, *ex rel.* Steven Kleiber v. Nelson Auto Center, Inc. *et al.*, court file no. 62-CV-19-876, under the terms of the Proposed Mediated Settlement Agreement approved by the Ramsey County District Court in its Interim Order dated August 20, 2021 pursuant to Minn. Stat. § 15C.05(a). The reasons for my consent to the settlement and dismissal of the action, on behalf of Nicollet County, are as set forth in Exhibit D to the Proposed Mediated Settlement Agreement.

Date: _____ Signature: _____

☐ I, _____, Prosecuting Attorney for _____, object to the settlement and dismissal of the action titled State of Minnesota, *et al.*, *ex rel.* Steven Kleiber v. Nelson Auto Center, Inc. *et al.*, court file no. 62-CV-19-876, under the terms of the Proposed Mediated Settlement Agreement approved by the Ramsey County District Court in its Interim Order dated August 21, 2021 for the following reasons:

Date: _____ Signature: _____

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF RAMSEY

SECOND JUDICIAL DISTRICT
CASE TYPE: OTHER

State of Minnesota, *et al.*,
ex. rel. Steven Kleiber,

District Court File No. 62-CV-19-876
Judge Thomas A. Gilligan
Court of Appeals File No. A20-0653

Plaintiffs,

vs.

**INTERIM ORDER REGARDING PROPOSED
MEDIATED SETTLEMENT AGREEMENT**

Nelson Auto Center, Inc., Brent Nelson,
Laurel Nelson, Gerald Worner, Melissa
Nelson (a/k/a Melissa Hull), Melissa Larson,
and Susan Kugler,

Defendants.

This matter came on hearing before the undersigned on August 16, 2021, upon Plaintiff Steven Kleiber's ("Mr. Kleiber"), as *qui tam* relator, and Defendants' joint motion for approval of a proposed mediated settlement agreement pursuant to Minn. Stat. § 15C.05(a) (the "Agreement"). Mr. Kleiber was represented by attorneys Mark Becker and Alex Athmann. Defendants Nelson Auto Center, Inc., Brent Nelson, Laurel Nelson, Melissa Nelson, Melissa Larson, and Susan Kugler were represented by attorney Jonathan Norrie. Defendant Gerald Worner was represented by attorney Michael Puklich.

Based on the files, records, and proceedings herein, and the arguments of counsel at the hearing, the Court makes the following interim order:

**FINDINGS IN SUPPORT OF APPROVAL OF THE AGREEMENT AND CONSENTING
TO VOLUNTARY DISMISSAL OF THE ACTION**

Section 15C.05(a) of the Minnesota False Claims Act provides that an action may be voluntarily dismissed if this Court and the Prosecuting Attorneys provide written consent and the reasons for consenting. Accordingly, the undersigned provides the following statement of reasons for approving the Agreement and consenting to the voluntary dismissal of the action.

1. In this Action, Plaintiff, Steven Kleiber, as *qui tam* relator sought certain damages and recoveries under the Minnesota False Claims Act on claimed overcharges on 3,025 police vehicle transactions. Plaintiff's claims included a calculation of what Plaintiff described as additional amounts to be reimbursed in excess of the Total Bid Constant amount set forth in the applicable contracts. Plaintiff calculated the basic damage amount of \$586,947.01 for this portion of Plaintiff's claim. Thus, per car, the Plaintiff sought additional reimbursements of approximately \$194.03 per vehicle for the 3,025 transactions in question. Plaintiff also sought other recoveries under the terms of the Minnesota False Claims Act. Defendants disputed and denied Plaintiff's claims.

2. The Defendants and Plaintiff mediated the case and have reported that they have reached a settlement that takes into consideration the risks, rewards, and uncertainties of litigation, which settlement is conditioned on this Court consenting to dismissal of the Action as a result of the settlement.

3. Based on the complexity of the disputed facts, the novel issues presented in this Action, the parties' willingness to settle the matter, and the uncertainties of litigation, the court finds a settlement that affords a significant net recovery to the Public Entities reasonable and beneficial to the public interest.

4. The court finds that the Public Entities will receive additional reimbursements of \$478,131.50, which corresponds to a net rate of recovery of \$158.06 per car. The recovery for the Public Entities of nearly 81.5% of the basic damage of \$586,947.01 calculated by Plaintiff reasonable and beneficial to the public interest under the circumstances.

5. Because no Entities intervened in this Action, Plaintiff's distribution pursuant to Minn. Stat. § 15C.13 is to be not less than 25% and not more than 30% of any recovery of the civil penalty and damages or settlement. Plaintiff, Mr. Kleiber, substantially and significantly contributed to the conduct of the action, and the overall success of the claims he pursued in the Action.

6. After Mr. Kleiber first reported his knowledge to the authorities, Nelson Auto made initial reimbursements of more than \$800,000.00 to certain of the Entities based on certain audits performed by the Minnesota Department of Administration. The settlement will yield \$679,112.00 after accounting for attorneys' fees and costs to be shared between Plaintiff and the Public Entities. Accordingly, more than \$1,479,112.00 has been recovered net of attorneys' fees and costs.

7. Mr. Kleiber claims a right to distribution under Minn. Stat. § 15C.13 on only the additional amounts, not the total amount of recovery. The court finds Mr. Kleiber's approach reasonable. The settlement provides Mr. Kleiber a reasonable contribution of approximately 29.595% of the \$679,112.00 additional amounts recovered in this Action as a reward for his contributions. Thus, the Entities will receive 70.405% of the total recovery net of attorneys' fees and costs, or \$478,131.50, and Mr. Kleiber will receive \$200,980.50. The court finds this allocation reasonable.

8. As set forth in Minn. Stat. § 15C.12, the settlement provides for the payment of reasonable attorneys' fees and costs. Plaintiff provided a detailed attorneys' fee affidavit showing

reasonable attorneys' fees of \$474,234.05. Based on the complexity of the case, the novel and difficult issues presented, the skill needed to perform the legal services, the amount of time devoted, the amounts involved, the results obtained, the experience, reputation, and skill of the attorneys, and the challenging nature of this case, as described in the fee affidavit, to which there was no objection, the court finds that the Plaintiff's attorneys fees of \$474,234.05 are reasonable. Making further reasonable adjustments to reasonably align the fees with the success for the Public Entities, the Agreement provides for attorneys' fees of \$386,329.85, or approximately 81.5%, which the court also finds to be reasonable. Based on Plaintiff's fee affidavit, the court finds Plaintiff's costs of \$34,558.15 to be reasonable.

Now, therefore, based upon these findings the Court makes the following:

ORDER

1. The Agreement is hereby approved by the Court on interim basis;
2. Upon issuance of this Order, Mr. Kleiber shall notify the Entities on whose behalf he asserted claims in this action as a *qui tam* relator of the settlement by providing the each of the Entities a letter in the form of Exhibit A ("Exhibit A") to the Agreement as well as a copy of this Order, which is incorporated into the Agreement as Exhibit D.
3. Following receipt of Exhibit A to the Agreement and this Order (receipt of which shall be deemed to have occurred within five (5) days of the deposit of such documents in the United States mail, postage pre-paid), an Entity and Prosecuting Attorney's written consent to dismissal and the reasons for consenting shall be deemed given under Minn. Stat. § 15C.05(a) if the Entity or its Prosecuting Attorney provides no timely written objection to the Agreement under the procedures specified in Exhibit A within 60 days of receipt of the same, or if the Entity provides

no timely written opt-out of the Agreement under the procedures specified in Exhibit A within 60 days of receipt of the same, or if the Entity affirmatively opts in.

4. If no Entity objects or opts-out of the Agreement within the 60-day period in accordance with the procedures set forth in Exhibit A, and the respective counsel for Mr. Kleiber and Defendants inform the Court of that fact in writing, the Court shall immediately enter an order finalizing approval of the Agreement and determining that all Entities and Prosecuting Attorneys have consented to the Agreement and provided reasons for consent under Minn. Stat. § 15C.05(a).

5. If an Entity objects to or opts-out of the Agreement and such objection or opt-out cannot be resolved by the parties and the Entity, a hearing before this Court to address any objections or opt-outs shall be held on November 15, 2021 at 1:30 p.m.

Dated: _____

By: _____

Gilligan, Thomas(Judge)
Aug 20 2021 1:09 PM

District Court Judge

Nicollet County Board of Commissioners
Board Meeting Agenda Item



Agenda Item:	
South Central Service Cooperative Joint Powers Agreement	
Primary Originating Division/Dept.: Administration	Meeting Date: 09/14/2021
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: Consideration of the attached Joint Powers Agreement (JPA) between Nicollet County and South Central Service Cooperative (SCSC) for group employment benefits and other financial and risk management services.	
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 Joint Powers Agreement between South Central Service Cooperative and Nicollet County.	
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

**JOINT POWERS AGREEMENT
FOR GROUP EMPLOYEE BENEFITS AND OTHER FINANCIAL AND RISK
MANAGEMENT SERVICES**

This Joint Powers Agreement, hereinafter referred to as "Agreement," is made between Participant Member listed on the signature page, and other Participant Members as are now or may hereafter become parties to this Agreement, and the South Central Service Cooperative hereinafter called the "SC."

RECITALS

Whereas, Minn. Stat. 471.59, Subds. 1 and 10, authorizes two or more governmental units to exercise jointly or cooperatively powers which they possess in common, and

Whereas, Minn. Stat. 123A.21, establishes service cooperatives, the purpose of which, among other things, is to assist participating governmental units in meeting certain specific needs which can most advantageously be met on a regional basis, and

Whereas, the Participant Members wish to authorize the SC Board of Directors to act as a joint board for the purpose of exercising certain powers as set forth in this Agreement, and

Whereas, the Participant Members acknowledge that the Board of Directors of the SC is representative of the parties to this Agreement.

NOW THEREFORE, the parties hereto agree as follows:

SECTION 1

PURPOSE, INTENT AND OBJECTIVE

1.1 **Purpose.** Under the provisions of Minnesota law, governmental units may enter into contracts to provide Group Employee Benefits for their employees and to obtain Other Financial and Risk Management Services deemed necessary or beneficial for their operation. Under the provisions of Minn. Stat. 471.59, two or more governmental units (including, but not limited to, school districts, counties, towns, other governmental agencies, and service cooperatives) may agree to exercise jointly or cooperatively powers which they possess in common. The purpose of this Agreement is to authorize the Board to exercise the common powers of the participating governmental units in connection with certain matters pertaining to the administration and funding of Group Employee Benefits and the provisions of Other Financial and Risk Management Services, all as described herein. It is not the purpose of this Agreement to transfer to the Board the authority to execute contracts on behalf of Participants, or to in any manner become involved in any collective bargaining process.

1.2 **Compliance with Applicable Laws.** It is the parties' intent to comply with the applicable statutory requirements pertaining to requests for proposals for group insurance, self-insurance, COBRA and its Minnesota extensions, service cooperatives, and all other applicable federal and state statutes. Pursuant to the laws governing service cooperatives, it is also intended that nonprofit, non-governmental units be allowed to participate as Associate Members in the Group Employee Benefits and Other Financial and Risk Management Services made available pursuant to this Agreement, although it is not intended that such nonprofit, non-governmental units exercise any of the powers or authorities exclusively delegated to governmental units described in Minn. Stat. 471.59 Subd. 1.

SECTION 2

DEFINITIONS

2.1 **Advisory Committee(s)** means committees appointed by the Board in accordance with Section 4.8 of this Agreement which are representative of the Participants as deemed appropriate by the Board for the purpose of recommending policies, procedures, and actions to the Board.

2.2 **Agreement** means this Joint Powers Agreement as the same may be amended from time to time. This document, and all other documents in the same form executed (or deemed executed as provided in Section 9 of this Agreement) by SC and other Participant Members, all as amended from time to time, shall together constitute a single Agreement.

2.3 **Associate Member** means any nonprofit or non-governmental entity which participates in any of the Group Employee Benefits or Other Financial and Risk Management Services made available to Associate Members by the Board, and agrees in writing to be bound by the terms of this Agreement other than those terms explicitly applicable only to Participant Members (or is deemed to have so agreed as provided in Section 9 of this Agreement).

2.4 **Board or Joint Powers Governing Board** means the SC Board of Directors acting as the joint board authorized to exercise certain powers of the Participant Members, as permitted by Minn. Stat. 471.59, Subd. 2, and as set forth in this Agreement.

2.5 **Carrier Contract** means an agreement by and between the Board and a Provider which establishes terms for the benefits, administration, or funding of Group Employee Benefits or Other Financial and Risk Management Services.

2.6 **CBA** means collective bargaining agreement.

2.7 **CBA Employee Benefits** means employee welfare and retirement benefits made available by the Board from time to time for adoption by a Participant pursuant to the terms of a CBA, and may include, but shall not be limited to health benefits coverage, wellness and employee assistance programs, life insurance, disability income protection, dental insurance, flexiblespending programs, retirement programs and long term care insurance. In no event shall any Discretionary Employee Benefits be considered CBA Employee Benefits unless and until they become part of a collective bargaining agreement between a union and a Participant.

2.8 **Discretionary Employee Benefits** means employee welfare and retirement benefits made available by the Board from time to time for adoption by a Participant, exclusive of any CBA Employee Benefits, and may include, but shall not be limited to health benefits coverage, wellness and employee assistance programs, life insurance, disability income protection, dental insurance, flexible spending programs, retirement programs and long term care insurance. Discretionary Employee Benefits may be terminated or reduced by the Board at any time. In the event any Discretionary Employee Benefit is terminated by the Board but continued by one or more Participants, the provision of such Discretionary Employee Benefit shall become the sole responsibility of such Participants.

2.9 **Group Contract** shall mean an agreement for the rendering of services by and between a Participant and a Provider of such services. In connection with the self-insurance of employee health

benefits, such an agreement may also mean a Participant's agreement to participate in a program of self-insurance.

2.10 **Group Employee Benefits** shall mean CBA Employee Benefits and Discretionary Employee Benefits.

2.11 **Other Financial and Risk Management Services** may include, but shall not be limited to, technical advice regarding borrowing programs, contracted legal services, property/casualty safety group protection, personal property and casualty protection, student accident, coverage, and other services as made available by Group Contract for Participants from time to time by the Board.

2.12 **Participant** means both Participant Members and Associate Members. It does not refer to individual employees obtaining insurance or other benefit coverage pursuant to a plan offered by a Participant which is funded or administered in whole or in part pursuant to this Agreement.

2.13 **Participant Member** means any governmental unit as defined in Minn. Stat. 471.59 which is accepted for participation in this Agreement by the Board, certifies that its employee benefit plans qualify as "governmental plans" that are exempt from application of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and agrees in writing to be bound by the terms of this Agreement (or is deemed to have so agreed as provided in Section 9 of this Agreement).

2.14 **Pool** means the collective group of Participants in a given program of Group Employee Benefits or Other Financial and Risk Management Services, as the context shall require. Absent an agreement expressly to the contrary, a separate Pool shall exist for each such program and a separate Group Contract shall exist between the Provider and each Participant for the rendering of services or benefits for which such Pool is formed.

2.15 **Program Funds** means any monies, reserves, excesses, or other amounts, whether acquired through contributions, payments, discounts, dividends, refunds, credits, reserves, savings, interest or otherwise, that are held and administered in accordance with Section 6 of this Agreement.

2.16 **Provider** means the person, insurance carrier, third party administrator, or other entity which is selected by the Board, in its discretion, to provide Participants with Group Employee Benefits or Other Financial and Risk Management Services or, as in the case of self-insured health benefits, to provide administrative or other services in connection with such Benefits or Services.

2.17 **SC** means the South Central Service Cooperative, a governmental agency and public corporation, whose existence is authorized by Minn. Stat. 123A.21.

SECTION 3

JOINT POWERS GOVERNING BOARD

3.1 **Board Membership.** The SC Board of Directors, when exercising the joint powers authorized by this Agreement, will also serve as the Board referred to in this Agreement. The Board will be elected pursuant to the Bylaws of the SC. As appropriate, the Board may designate one or more representatives to act on its behalf.

3.2 **Upon Dissolution of SC.** In the event that the SC is dissolved, the Board shall continue to exist and its members shall be elected solely from the governing bodies of the Participant Members to this Agreement in a manner consistent with the provisions of the Joint Powers Act, Minn. Stat. 471.59, Subd.2. Any administrative services provided by the SC prior to its dissolution shall be provided thereafter as determined by the Board in its discretion.

3.3 **Acknowledgment by Associate Members.** Associate Members acknowledge that Minn. Stat. 471.59 does not authorize their participation in a Joint Powers Agreement, even though Minn. Stat. 123A.21, Subd.3, authorizes nonprofit, non-governmental organizations to participate in Group Employee Benefits, Other Financial and Risk Management Services, and other programs made available from time to time by service cooperatives. By participating in any such program made available by the SC, such non-governmental Associate Members agree to be bound by the terms of this Agreement (other than those terms explicitly applicable only to Participant Members) and that the Board is representative of their interests.

SECTION 4

RIGHTS AND RESPONSIBILITIES OF THE BOARD

4.1 **Authorized Powers.** Pursuant to Minn. Stat. 471.59, Subd. 2, in addition to any other powers specifically delegated to the Board by this Agreement, the Board is hereby authorized to:

- (a) establish, procure, and administer Group Employee Benefits and Other Financial and Risk Management Services.
- (b) define and clarify requests for proposals, rights and responsibilities, length of contract, premium or contribution rates and other costs, termination guidelines, the relative liability of the parties, and the method(s) by which parties to this Agreement shall exercise their common powers; and
- (c) receive, collect, hold, invest, expend, and disburse Program Funds in connection with the exercise of its powers under this Agreement.

4.2 **Group Employee Benefits.**

4.2.1 **CBA Employee Benefits.** The Board may from time to time make employee welfare and retirement benefits available for adoption by Participants pursuant to a CBA. The Board may arrange alternative financing arrangements respecting such benefits, and may administer or arrange for the administration of such benefits. Any employee or collective bargaining representative notification of alternative financing arrangements shall be the responsibility of the Participant. The Group Contract for the provision of such benefits shall be between the Participant

and the Provider. Pursuant to Minn. Stat. 471.6161, Subd.5, the Board has no authority nor authorization to change a policy or benefit respecting a Participant's CBA Employee Benefits in a manner that would reduce the aggregate value of such benefits.

4.2.2 Discretionary Employee Benefits. The Board may from time to time make available for adoption by Participants Discretionary Employee Benefits. The Board may arrange alternative financing arrangements respecting such benefits, and may administer or arrange for the administration of such benefits. The Group Contract for the provision of such benefits shall be between the Participant and the Provider. Notwithstanding that a Group Contract for Discretionary Employee Benefits be between a Participant and a Provider, the Board, upon reasonable notice to Participants, may prospectively amend, reduce, or terminate any such Discretionary Employee Benefits in its sole and absolute discretion.

4.2.3 Reserves. The Board shall from time to time determine the minimum amount of funds needed for purposes of risk management and rate stabilization. Any such funds shall be held and used in accordance with, and subject to the limitations set forth in, Section 6.

4.2.4 Self-Insurance of Health Benefits. In accordance with Minn. Stat. 471.617, Group Employee Benefits that are employee health benefits may be self-insured. A self-insurance Pool made available by the Board shall be a pool established and operated by the Board, or by the Board and one or more other joint powers governing boards governed by Minn. Stat. 471.59 or service cooperatives governed by Minn. Stat. 123A.21.

4.3 Other Financial and Risk Management Services. The Board may make available Other Financial and Risk Management Services for electing Participants and may administer, or arrange for the administration of such services. The Board will determine the most cost-effective and appropriate manner in which to deliver Other Financial and Risk Management Services and the service fees and other costs pertaining to the same.

4.4 Carrier Contracts. The Board, alone or in collaboration with other governmental units, whether acting alone or jointly, including other service cooperatives, may negotiate Carrier Contracts for the benefit of the SC and each of the Participants with respect to any Group Employee Benefit or Other Financial and Risk Management Service. Such Carrier Contracts may establish, among other things:

- (a) the terms and conditions for any program,
- (b) premium or contribution rates and other costs,
- (c) funding arrangements,
- (d) administrative arrangements, including the extent to which the SC shall provide administrative services,
- (e) the applicable responsibilities of the Board, and
- (f) the amount of service fees payable to the SC.

The Carrier Contract is a proprietary document between the Service Cooperative and the provider. However, at the request of any Participant, the Board may provide that Participant with any

information regarding the applicable Carrier Contract that is reasonably necessary for the Participant to understand its rights and obligations thereunder.

4.5 SC Service Fees. The SC shall be paid a service fee in consideration for services rendered pursuant to this Agreement and any Carrier Contracts. The amount and source of such service fee shall be established from time to time by the Provider and the SC and shall be approved by the Board. Such service fee may include, but shall not be limited to, a percentage of premiums collected from Participants for the payment of Group Employee Benefits, a fixed fee per contract per month paid by each Participant, or such other arrangements approved from time to time by the Board. At the time a Participant elects to participate in any of the Group Employee Benefits made available by the Board, the Participant shall, by execution of this Agreement (or by the deemed execution of this Agreement as provided in Section 9), be deemed to have acknowledged and agreed to the amount of such service fee and the source of its payment, including any part thereof derived from discounts, refunds, dividends, and similar revenues. Services fees payable with respect to Other Financial and Risk Management Services shall be established and disclosed from time to time as determined by the Board. Participants shall be given advance notice of any change in service fees.

4.6 Use of SC Service Fees. The SC may use service fees to provide programs and services which are determined pursuant to Minn. Stat. Sec. 123A.21, Subd. 7 to be priority needs of the particular region and to assist in meeting special needs which arise from fundamental constraints upon individual members.

4.7 Service Providers.

4.7.1 Selection. The Participants hereby delegate to the Board the right to select the Providers for Group Employee Benefits and Other Financial and Risk Management Services.

4.7.2 Governmental Unit Bidding and Contracting Laws. As applicable, the Board shall comply with all state and federal laws relating to requests for proposals, review of proposals, length of Group Contract rules, and other laws and regulations relating to contracting for Group Employee Benefits and Other Financial and Risk Management Services.

4.7.3 Service Provider Rate Increases. The Board will annually review renewal information as presented by Providers, make recommendations, and determine if requests for proposals are necessary. Rate renewals for group insurance will be determined on the basis of the aggregate change of premiums.

4.8 Premiums and/or Contract Charges. To the extent not established by the applicable Carrier Contract or in any other manner prescribed by this Agreement, premiums and/or contract charges shall be determined by the Board in its discretion; provided, however, that in accordance with Section 6.5, no retroactive assessment may be made without the consent of the affected Participants.

4.9 Advisory Committee(s). The Board may, but is not required to, appoint one or more advisory committees. The purpose of any such committee may include, without limitation, the receipt and processing of information relating to group employee benefits, and the future direction of such benefits as well as other programs and services. The Board shall consider, but is not required to adopt, advisory committee recommendations and proposals. Labor representation, when appropriate, on any advisory committee formed by the Board shall be, insofar as is reasonably possible, representative of the bargaining representatives of individuals covered in the relevant

Pool. Notwithstanding anything to the contrary in this Section 4.8, the SC shall create a labor-management committee to advise it on certain matters as required by Minn. Stat. 123A.25.

4.10 Authority of Board. The Board, with due consideration given to recommendations submitted by any advisory committee which may be established, shall, unless otherwise expressly agreed, retain final authority in all matters relative to this Agreement and to the Group Employee Benefits and Other Financial and Risk Management Services subject to this Agreement; provided, however, that nothing in this Agreement shall permit the Board to enter into a Group Contract on behalf of a Participant, and that, subject to any applicable notice rules, nothing in this Agreement shall prevent a Participant from withdrawing from this Agreement, any Group Employee Benefit, or any Other Financial and Risk Management Service.

4.11 Liability Limited. The Board, its authorized representatives, employees, and designees shall have no duty or liability to any of the Participants or Providers with respect to the fees, premium and/or contract charges, offers, acceptances or binders of coverage, cancellation notices, or other matters relating to a Participant's subscribers, all of which shall be the responsibility of the Participant. The Board, its authorized representatives, employees and designees, and each Participant shall have no duty or liability due to negligence of other Participants and Providers. When it is not exercising the joint powers authorized by this Agreement (and, therefore, not acting as the Board), the SC Board of Directors shall have no duty or obligation whatsoever to act for the benefit of Participants (as Participants).

4.12 Withdrawal by Board. The undertakings for the provision of Group Employee Benefits in this Agreement may be terminated by the Board or the SC (as applicable) at any time.

SECTION 5

RIGHTS AND RESPONSIBILITIES OF PARTICIPANTS

5.1 Enrollment and Renewal. Participants may elect whether to participate in any Group Employee Benefit and any Other Financial and Risk Management Service made available by the Board. If a Participant elects to participate in a Group Employee Benefit or Other Financial or Risk Management Service, the Participant must execute any applicable Group Contract, Group Contract amendment, enrollment, and renewal documents directly with the Provider.

5.2 Participants to Furnish Data. Each Participant agrees to furnish all reasonably necessary employee data directly to the SC or its designee.

5.3 Remittance of Premiums and Contract Charges. The Participant shall remit premiums and/or contract charges in the time and manner as from time to time determined by the Board.

5.4 CBA Employee Benefits. Each Participant that participates in CBA Employee Benefits shall be solely responsible for the collective bargaining of such benefits, and for providing any notices regarding CBA Employee Benefits, including, without limitation, the obligation to notify certain representatives regarding the adoption of a self-insured health benefit plan set forth in Minn. Stat. 471.617, Subd.4.

5.5 Participant Withdrawal.

5.5.1 Voluntary Withdrawal. At any time during a year, (but at least three (3) months prior to renewal), a Participant may terminate its participation in this Agreement or in a Pool upon ninety

(90) days written notice to the Board and to all Providers of programs in which it participates.

5.5.2 Withdrawal Relating to Dual Offering. If a Participant offers Group Employee Benefits through an additional or different plan which, in the discretion of the Board, are considered to be substantially similar to those provided by a Pool in which the Participant participates, then the Board retains the right to deem that such Participant has withdrawn from the Pool.

5.5.3 Withdrawal at Annual Renewal. If a material change in any term or condition of a Group Employee Benefit or Other Financial or Risk Management Service in which a Participant participates is proposed to commence as of the Participant's annual renewal date, the Participant may withdraw from the applicable Pool as of the renewal date, provided the Participant gives advance written notice of its intent to withdraw promptly (within 30 days) after receiving notice of the material change, even if such notice is given less than five (5) months in advance of the renewal date.

5.6 Effect of Participant Withdrawal. Upon a Participant's withdrawal or deemed withdrawal from this Agreement or from a Pool, the following rules shall apply:

5.6.1 Withdrawal from this Agreement. Upon its withdrawal from this Agreement, a Participant shall be deemed to have withdrawn from all Pools maintained under this Agreement in which the Participant is participating at the time of such withdrawal. If a Participant no longer participates in any Pool, the Participant shall be deemed to have withdrawn from this Agreement, as well as from the applicable Pool (s).

5.6.2 Withdrawal from a Pool. Withdrawal by a Participant from any Pool shall not affect the Participant's participation in any other Pool.

5.6.3 Program Funds. No Program Funds or any other amounts that may, in any way, be attributable to a Participant's participation in a Pool shall be returned to the Participant in the event such Participant's participation in a Pool ends prior to the Pool's termination.

5.6.4 Future Participation Limited. If a Participant withdraws or is deemed by the Board to have withdrawn from a Pool, such Participant's participation in such Pool shall be prohibited for a period of twelve (12) months from the date of such withdrawal or deemed withdrawal. If a Participant withdraws or is deemed by the Board to have withdrawn from this Agreement, such Participant's participation in this Agreement (and any Pool offered hereunder) shall be prohibited for a period of twelve (12) months from the date of such withdrawal or deemed withdrawal.

SECTION 6

PROGRAM FUNDS ADMINISTRATION

6.1 Program Funds. It is understood and agreed that, in connection with the Group Employee Benefits and Other Financial and Risk Management Services made available pursuant to

this Agreement, the Board may acquire Program Funds. The Board may, in its discretion, establish and maintain separate accounts for specified portions of the Program Funds, and may designate specific purposes, such as the payment and financing of Group Employee Benefits or the stabilization of the cost of such benefits, for which the amounts credited to such account shall be used, but it shall not be required to do so.

6.2 General Rules Regarding Management and Disposition of Program Funds.

Program Funds shall be used solely for the purposes of providing Group Employee Benefits and Other Financial and Risk Management Services, providing related services, defraying the reasonable expenses of administering such benefits and services, and, if the Board determines that such use would either directly or indirectly benefit Participants (e.g., by spreading risk, achieving economies of scale, generating revenues or enhancing the Board's ability to negotiate with Providers as a result of the Board's visibility, presence in the marketplace or enhanced expertise), establishing, providing and administering similar benefits and services offered by the joint action of other governmental units. Program Funds shall not inure to the benefit of the Board; this prohibition shall not, however, prohibit the payment of service fees to an SC as provided below. Subject to the foregoing, the Board, in its sole discretion, shall determine the management and disposition of the Program Funds. The Board may consider Advisory Committee recommendations regarding the use of Program Funds before any determinations are made. The following are examples of purposes for which the Board may use and apply Program Funds.

(a) to negotiate the purchase of, administer, provide, and maintain (either directly or through the purchase of insurance, or both) Group Employee Benefits (including, but not limited to programs related to the purpose for which the Fund was created, such as, for example, in the case of a Health Pool, an Employee Assistance Program (EAP) and Wellness Program) and Other Financial and Risk Management Services;

(b) to pay or provide for the payment of reasonable and necessary expenses of administering Group Employee Benefits and Other Financial and Risk Management Services including, without limitation, all expenses which may be incurred in connection with the establishment and administration of Pools, the employment of administrative, legal, accounting, other expert and clerical assistance, the leasing of such premises and the purchase of lease materials, supplies, equipment, and liability and property insurance;

(c) to establish and accumulate funds deemed adequate by the Board to carry out the purposes of the Pools, for example, for purposes of rate stability and risk reserve;

(d) to pay any federal, state, or local income, employment, death, or other tax which may be properly imposed on or levied against Group Employee Benefit, Other Financial and Risk Management Service, a Pool, or on benefits paid there from.

(e) to pay for any bond and to pay the premiums on any insurance purchased by a Pool, including, but not limited to liability insurance, "stop loss" insurance and other insurance intended to pay directly or indirectly the benefits established with respect to a Pool; and

(f) to pay the SC any service fee payable to it pursuant to, or authorized pursuant to, this Agreement.

6.3 Investment of Program Funds. Program Funds shall be held and invested in a manner that is consistent with any applicable legal requirements regarding the holding and investment of funds by the Participant Members who are governmental units within the meaning of Minn. Stat. 471.59.

6.4 Withdrawal of Participant. In the event of the withdrawal of a Participant prior to the termination of this Agreement or of a Pool, Program Funds attributable to contributions of such Participant shall not be returned to such Participant.

6.5 Termination of Pool. In the event of termination of a Pool, any portion of the Program Funds that has been designated for use solely in connection with the terminating Pool, and any other portion allocated to the terminating Pool by the Board in its sole discretion, shall be distributed to the Pool Participants in a manner to be determined by the Board, which may include the following:

- (a) payment of benefits to or on behalf of enrolled employees with respect to claims arising prior to such termination.
- (b) provision of similar benefits for such employees.
- (c) payment of reasonable and necessary expenses incurred in such termination.
- (d) payment of taxes; and
- (e) cash payments to Participant Members according to a formula established by the Board.

Upon such termination, the Board shall continue to serve for such period of time and to the extent necessary to carry out the directions of the preceding sentence. The Participants who receive such distributions shall be solely responsible for determining whether, and to what extent, any amounts they receive will be distributed to individuals who were covered by benefit programs provided by the terminating Pool.

6.6 Funding of Risk. Premiums may be adjusted, but no retroactive assessment shall be made without consent and agreement by the affected Participants. Subject to their obligation to provide accurate information regarding the individuals who will receive benefits from a Pool, no Participant or its employees shall bear any financial risk other than the agreed upon premium.

SECTION 7

LENGTH OF AGREEMENT AND TERMINATION

Pursuant to Minn. Stat. 471.59, Subd. 4, but subject to the provisions herein relating to Participant withdrawal, this Agreement shall be ongoing.

SECTION 8

LIABILITY OF PARTIES

Any Participant to this Agreement holds the Board and its employees and its designees, and the SC and its board, employees, and designees, harmless from any and all causes of action arising at law or in equity unless such action shall arise from its or their gross negligence and is permitted, after application of all doctrines and statutes respecting immunity, by applicable law. The parties agree to waive any rights to litigation from any dispute arising out of this Agreement unless such action is the

result of intentional wrongdoing. All benefits hereunder are the sole responsibility of the Provider(s) and the Participants, and shall not be the responsibility of the Board or the SC.

SECTION 9

AGREEMENT BY PARTICIPATION

Any governmental unit, and any nonprofit or non-governmental entity, which participates in any of the Group Employee Benefits or Other Financial and Risk Management Services and remits premium and/or contract charges in accordance with this Agreement, shall be deemed to have approved this Agreement and, in the case of an eligible governmental unit, to have executed this Agreement by its duly authorized officers, and shall be bound by the terms and conditions of this Agreement to the same extent as if such formal approval had been obtained and such execution had occurred.

SECTION 10

Monthly Claims Data

Notwithstanding anything in the Joint Powers Agreement to the contrary, the following amendments and additions, consistent with changes made by the Minnesota State Legislature in 2006, shall become part of the Joint Powers Agreement.

1. The Service Cooperative shall provide each member with that entity's monthly claims data notwithstanding the provisions of Minn. Stat. 13.203.

Pursuant to all applicable state and federal laws, this Agreement has been approved by the governing boards of the parties and is signed by the duly authorized officers of the parties.

PARTICIPANT MEMBER

Name of Organization _____

By _____

Title _____

Date _____

SERVICE COOPERATIVE

Name of Organization South Central Service Cooperative

By Les Martisko

Title Executive Director

Date August 10, 2021

OFFICIAL PROCEEDINGS OF THE
NICOLLET COUNTY DRAINAGE AUTHORITY
AUGUST 24, 2021

The Nicollet County Drainage Authority met in regular session on Tuesday, August 24, 2021 at 10:01 a.m. with Chair Morrow presiding. Commissioners Marie Dranttel, John Luepke, Jack Kolars, and Denny Kemp were present. Also present were Interim County Administrator Mandy Landkamer, Recording Secretary Abigail Lewis and County Attorney Michelle Zehnder Fischer.

Agenda

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

Consent Agenda

Motion by Commissioner Kemp and seconded by Commissioner Luepke to approve the consent agenda items as follows: approval of the August 10, 2021 Drainage Authority minutes. Motion carried with all voting in favor.

Final Public Hearing for Redeterminations for CD4A, CD13A, CD29A, CD33A, CD48A, and CD51A

Public Services Manager, Jaci Kopet, provided opening remarks for the Final Public Hearing for Redeterminations for CD4A, CD13A, CD29A, CD33A, CD48A, and CD51A. Manager Kopet introduced Mark Behrends, the lead viewer, to present the final reports for each ditch individually.

CD4A

Lead viewer Behrends presented the final report on the Redetermination of Benefits for C4A. At 10:19 a.m. Chair Morrow opened the public hearing on CD4A.

Chair Morrow asked for any public comments on CD4A.

Robert Freitag, PO Box 264 Nicollet, MN, property owner on CD4A, appeared before the Board to address his concerns on the redeterminations of CD4A with special concern to his property being tiled into CD39.

Scott Morgan, with the Department of Transportation out of Mankato, appeared before the Board to bring forth a concern in regards to a culvert that connects CD4A and CD46A. Conversations were had with a landowner along HWY 99 with concerns to the and since then the culvert has been dug out and Mr. Morgan wanted to bring this to the attention of the County as this was not the doing of the Department of Transportation.

With no further comment, Chair Morrow closed the public comment portion of the meeting at 10:29 a.m.

Discussion was had in regards to the concerns raised by Mr. Freitag during his public comment.

Chair Morrow called a recess at 10:45 a.m. to allow the viewers to review the concerns brought forth by Mr. Freitag. Chair Morrow called the meeting back to order at 11:00 a.m.

After the recess, Manager Kopet appeared before the Board to request that the public hearing in regards to CD4A be continued and renoticed for September 28, 2021 at 10:00 a.m.

Motion by Commissioner Kemp and seconded by Commissioner Luepke to continue the public hearing and renote for CD4A to September 28, 2021 at 10:00 a.m. Motion carried with all voting in favor.

CD13A

Lead viewer Behrends presented the final report on the Redetermination of Benefits for C13A. Chair Morrow opened the public hearing on CD13A at 11:06 a.m.

Chair Morrow asked for any public comments on CD13A. None were made. Chair Morrow closed the public hearing.

Motion by Commissioner Luepke and seconded by Commissioner Kemp to approve the Redetermination of Benefits for CD13A as presented. Motion carried with all voting in favor.

Motion by Commissioner Luepke and seconded by Commissioner Kemp to direct Manager Kopet to prepare Findings of Fact and Order for CD13A. Motion carried with all voting in favor.

CD29A

Lead viewer Behrends presented the final report on the Redetermination of Benefits for C29A. Chair Morrow opened the public hearing on CD29A at 11:10 a.m.

Chair Morrow asked for any public comments on CD29A. None were made. Chair Morrow closed the public hearing.

Motion by Commissioner Kemp and seconded by Commissioner Luepke to approve the Redetermination of Benefits for CD29A as presented. Motion carried with all voting in favor.

Motion by Commissioner Luepke and seconded by Commissioner Kemp to direct Manager Kopet to prepare Findings of Fact and Order for CD29A. Motion carried with all voting in favor.

CD33A

Lead viewer Behrends presented the final report on the Redetermination of Benefits for C33A. Chair Morrow opened the public hearing on CD33A at 11:16 a.m.

Chair Morrow asked for any public comments on CD33A. None were made. Chair Morrow closed the public hearing.

Motion by Commissioner Kemp and seconded by Commissioner Luepke to approve the Redetermination of Benefits for CD33A as presented. Motion carried with all voting in favor.

Motion by Commissioner Kemp and seconded by Commissioner Luepke to direct Manager Kopet to prepare Findings of Fact and Order for CD33A. Motion carried with all voting in favor.

CD48A

Lead viewer Behrends presented the final report on the Redetermination of Benefits for C48A. Chair Morrow opened the public hearing on CD48A at 11:22 a.m.

Chair Morrow asked for any public comments on CD48A. None were made. Chair Morrow closed the public hearing.

Motion by Commissioner Luepke and seconded by Commissioner Kemp to approve the Redetermination of Benefits for CD48A as presented. Motion carried with all voting in favor.

Motion by Commissioner Luepke and seconded by Commissioner Kemp to direct Manager Kopet to prepare Findings of Fact and Order for CD48A. Motion carried with all voting in favor.

CD51A

Lead viewer Behrends presented the final report on the Redetermination of Benefits for C51A. Chair Morrow opened the public hearing on CD51A at 11:25 a.m.

Chair Morrow asked for any public comments on CD51A. None were made. Chair Morrow closed the public hearing.

Motion by Commissioner Kemp and seconded by Commissioner Luepke to approve the Redetermination of Benefits for CD51A as presented. Motion carried with all voting in favor.

Motion by Commissioner Luepke and seconded by Commissioner Kemp to direct Manager Kopet to prepare Findings of Fact and Order for CD51A. Motion carried with all voting in favor.

Set Public Hearing Date for CD32A Clean Out

Motion by Commissioner Kolars and seconded by Commissioner Luepke to set the Public Hearing Date for CD32A Clean Out on September 14, 2021 at 10:00 a.m. Motion carried with all voting in favor.

Set Public Hearing for CD86A Regarding Assessments and Levy to Landowners

Motion by Commissioner Kemp and seconded by Commissioner Dranttel to set the Public Hearing Date for CD86A Regarding Assessments and Levy to Landowners on September 14, 2021 at 10:30 a.m. Motion carried 4-0-1 with Commissioner Luepke abstaining.

Adjourn

Motion by Commissioner Kemp and seconded by Commissioner Luepke to adjourn the Drainage Authority Meeting. Motion carried with all voting in favor.

Chair Morrow adjourned the meeting at 11:29 a.m.

TERRY MORROW, CHAIR
BOARD OF COMMISSIONERS

ATTEST:

JACI KOPET
CLERK TO THE BOARD

Nicollet County Drainage
Authority Meeting
Agenda Item



Agenda Item:

Consider Findings for Approved Redeterminations for CD13A, CD29A, CD33A, CD48A, and CD51

Primary Originating Division/Dept.: Public Services

Meeting Date: 09/14/2021

Contact: Jaci Kopet

Title: Public Services Manager

Item Type:
(Select One) Regular Agenda

Amount of Time Requested 10 minutes

Presenter: Jaci Kopet

Title: Public Services Manager

Attachments: ☒ Yes ☐ No

County Strategy:
(Select One)

Programs and Services - deliver value-added quality services

BACKGROUND/JUSTIFICATION:

On August 24, 2021 a public hearing was held and the Drainage Authority approved the redeterminations of CD13A, CD29A, CD33A, CD48A, and CD51.

Attached are Findings of Fact and Order for each ditch for your consideration.

Supporting Documents: ☒ Attached ☐ In Signature Folder ☐ None

Prior Drainage Authority Action Taken on this 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 findings for each ditch

FISCAL IMPACT: Other
(Select One)

If "Other", specify

FUNDING

Drainage Authority Dollars =

Grant

(Select One)

FTE IMPACT: No FTE change
(Select One)

If "Increase or "Decrease" specify:

Total

Related Financial/FTE Comments:

BEFORE THE NICOLLET COUNTY BOARD OF COMMISSIONERS
ACTING AS DRAINAGE AUTHORITY FOR COUNTY DITCH NO. 13A

Findings of Fact and Order
Regarding Redetermination of Benefits
For Nicollet County Ditch No. 13A

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

1. A Redetermination of Benefits was ordered for Nicollet County Ditch No. 13A.
2. Mark Behrends, Robert Hansen, Kendall Langseth, Joe Mutschler, and Bruce Ness were appointed viewers to submit a Redetermination of Benefits Report and the benefits and damages statement.
3. A public hearing was held on August 24, 2021 at 10:00 a.m. in the Commissioner's Room of the Nicollet County Government Center in St. Peter, Minnesota.
4. Public Services Manager Jaci Kopet provided the following jurisdictional documentation and notices:
 - A. Affidavit of Posting dated August 5, 2021;
 - B. Affidavit of Mailed Notice dated August 5, 2021;
 - C. Affidavit of Publication the weeks of August 5, 2021, August 12, 2021, and August 19, 2021.
5. Viewer Mark Behrends explained the method of determining benefits and damages under the Redetermination of Benefits and went through the Viewers' Redetermination of Benefits Report and the benefits and damages statement. The viewers' report, as filed, showed \$6,517,718 in net benefits associated with Nicollet County Ditch 13A.
6. Viewer Mark Behrends explained that under the Minnesota Ditch Law the Drainage Authority is required to acquire a one rod grass strip as part of the redetermination. The effective date of the acquisition was discussed and determined to be October 14, 2021. A letter will be sent to each landowner about the grass strip, if needed.
7. No public comments were received.
8. The detailed Viewers' Redetermination of Benefits Report and benefit and damages statement has been made, and all other proceedings have been completed as required by law.

9. The reports made, or amended, are complete and correct.
10. The benefits and damages of the proposed redetermination have been properly determined.

NOW, THEREFORE, IT IS ORDERED as follows:

1. The viewers' report on file herein, and the assessment of benefits and damages stated therein, attached as Exhibit A, is hereby adopted.
2. The redetermined benefits and damages, and benefited and damaged areas shall take the place of, and shall be used, in determining assessments from the date of approval.
3. The acquisition of the one rod grass strip will be effective on October 14, 2021, if needed.
4. The Public Services Manager is directed to take all necessary actions to implement this redetermination of benefits.
5. The appeal period will be thirty (30) days after this Order is signed and filed in the County Public Services Office.

Dated: September 14, 2021

Terry Morrow
Chairperson of Drainage Authority

Attest: Mandy Landkamer,
County Administrator

BEFORE THE NICOLLET COUNTY BOARD OF COMMISSIONERS
ACTING AS DRAINAGE AUTHORITY FOR COUNTY DITCH NO. 29A

Findings of Fact and Order
Regarding Redetermination of Benefits
For Nicollet County Ditch No. 29A

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

1. A Redetermination of Benefits was ordered for Nicollet County Ditch No. 29A.
2. Mark Behrends, Robert Hansen, Kendall Langseth, Joe Mutschler, and Bruce Ness were appointed viewers to submit a Redetermination of Benefits Report and the benefits and damages statement.
3. A public hearing was held on August 24, 2021 at 10:00 a.m. in the Commissioner's Room of the Nicollet County Government Center in St. Peter, Minnesota.
4. Public Services Manager Jaci Kopet provided the following jurisdictional documentation and notices:
 - A. Affidavit of Posting dated August 5, 2021;
 - B. Affidavit of Mailed Notice dated August 5, 2021;
 - C. Affidavit of Publication the weeks of August 5, 2021, August 12, 2021, and August 19, 2021.
5. Viewer Mark Behrends explained the method of determining benefits and damages under the Redetermination of Benefits and went through the Viewers' Redetermination of Benefits Report and the benefits and damages statement. The viewers' report, as filed, showed \$550,730 in net benefits associated with Nicollet County Ditch 29A.
6. No public comments were received.
7. The detailed Viewers' Redetermination of Benefits Report and benefit and damages statement has been made, and all other proceedings have been completed as required by law.
8. The reports made, or amended, are complete and correct.
9. The benefits and damages of the proposed redetermination have been properly determined.

NOW, THEREFORE, IT IS ORDERED as follows:

1. The viewers' report on file herein, and the assessment of benefits and damages stated therein, attached as Exhibit A, is hereby adopted.
2. The redetermined benefits and damages, and benefited and damaged areas shall take the place of, and shall be used, in determining assessments from the date of approval.
3. The Public Services Manager is directed to take all necessary actions to implement this redetermination of benefits.
4. The appeal period will be thirty (30) days after this Order is signed and filed in the County Public Services Office.

Dated: September 14, 2021

Terry Morrow
Chairperson of Drainage Authority

Attest: Mandy Landkamer,
County Administrator

BEFORE THE NICOLLET COUNTY BOARD OF COMMISSIONERS
ACTING AS DRAINAGE AUTHORITY FOR COUNTY DITCH NO. 33A

Findings of Fact and Order
Regarding Redetermination of Benefits
For Nicollet County Ditch No. 33A

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

1. A Redetermination of Benefits was ordered for Nicollet County Ditch No. 33A.
2. Mark Behrends, Robert Hansen, Kendall Langseth, Joe Mutschler, and Bruce Ness were appointed viewers to submit a Redetermination of Benefits Report and the benefits and damages statement.
3. A public hearing was held on August 24, 2021 at 10:00 a.m. in the Commissioner's Room of the Nicollet County Government Center in St. Peter, Minnesota.
4. Public Services Manager Jaci Kopet provided the following jurisdictional documentation and notices:
 - A. Affidavit of Posting dated August 5, 2021;
 - B. Affidavit of Mailed Notice dated August 5, 2021;
 - C. Affidavit of Publication the weeks of August 5, 2021, August 12, 2021, and August 19, 2021.
5. Viewer Mark Behrends explained the method of determining benefits and damages under the Redetermination of Benefits and went through the Viewers' Redetermination of Benefits Report and the benefits and damages statement. The viewers' report, as filed, showed \$1,028,264 in net benefits associated with Nicollet County Ditch 33A.
6. Viewer Mark Behrends explained that under the Minnesota Ditch Law the Drainage Authority is required to acquire a one rod grass strip as part of the redetermination. The effective date of the acquisition was discussed and determined to be October 14, 2021. A letter will be sent to each landowner about the grass strip, if needed.
7. No public comments were received.
8. The detailed Viewers' Redetermination of Benefits Report and benefit and damages statement has been made, and all other proceedings have been completed as required by law.

9. The reports made, or amended, are complete and correct.
10. The benefits and damages of the proposed redetermination have been properly determined.

NOW, THEREFORE, IT IS ORDERED as follows:

1. The viewers' report on file herein, and the assessment of benefits and damages stated therein, attached as Exhibit A, is hereby adopted.
2. The redetermined benefits and damages, and benefited and damaged areas shall take the place of, and shall be used, in determining assessments from the date of approval.
3. The acquisition of the one rod grass strip will be effective on October 14, 2021, if needed.
4. The Public Services Manager is directed to take all necessary actions to implement this redetermination of benefits.
5. The appeal period will be thirty (30) days after this Order is signed and filed in the County Public Services Office.

Dated: September 14, 2021

Terry Morrow
Chairperson of Drainage Authority

Attest: Mandy Landkamer,
County Administrator

BEFORE THE NICOLLET COUNTY BOARD OF COMMISSIONERS
ACTING AS DRAINAGE AUTHORITY FOR COUNTY DITCH NO. 33A

Findings of Fact and Order
Regarding Redetermination of Benefits
For Nicollet County Ditch No. 33A

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

1. A Redetermination of Benefits was ordered for Nicollet County Ditch No. 33A.
2. Mark Behrends, Robert Hansen, Kendall Langseth, Joe Mutschler, and Bruce Ness were appointed viewers to submit a Redetermination of Benefits Report and the benefits and damages statement.
3. A public hearing was held on August 24, 2021 at 10:00 a.m. in the Commissioner's Room of the Nicollet County Government Center in St. Peter, Minnesota.
4. Public Services Manager Jaci Kopet provided the following jurisdictional documentation and notices:
 - A. Affidavit of Posting dated August 5, 2021;
 - B. Affidavit of Mailed Notice dated August 5, 2021;
 - C. Affidavit of Publication the weeks of August 5, 2021, August 12, 2021, and August 19, 2021.
5. Viewer Mark Behrends explained the method of determining benefits and damages under the Redetermination of Benefits and went through the Viewers' Redetermination of Benefits Report and the benefits and damages statement. The viewers' report, as filed, showed \$661,894 in net benefits associated with Nicollet County Ditch 33A.
6. Viewer Mark Behrends explained that under the Minnesota Ditch Law the Drainage Authority is required to acquire a one rod grass strip as part of the redetermination. The effective date of the acquisition was discussed and determined to be October 14, 2021. A letter will be sent to each landowner about the grass strip, if needed.
7. No public comments were received.
8. The detailed Viewers' Redetermination of Benefits Report and benefit and damages statement has been made, and all other proceedings have been completed as required by law.

9. The reports made, or amended, are complete and correct.
10. The benefits and damages of the proposed redetermination have been properly determined.

NOW, THEREFORE, IT IS ORDERED as follows:

1. The viewers' report on file herein, and the assessment of benefits and damages stated therein, attached as Exhibit A, is hereby adopted.
2. The redetermined benefits and damages, and benefited and damaged areas shall take the place of, and shall be used, in determining assessments from the date of approval.
3. The acquisition of the one rod grass strip will be effective on October 14, 2021, if needed.
4. The Public Services Manager is directed to take all necessary actions to implement this redetermination of benefits.
5. The appeal period will be thirty (30) days after this Order is signed and filed in the County Public Services Office.

Dated: September 14, 2021

Terry Morrow
Chairperson of Drainage Authority

Attest: Mandy Landkamer,
County Administrator

BEFORE THE NICOLLET COUNTY BOARD OF COMMISSIONERS
ACTING AS DRAINAGE AUTHORITY FOR COUNTY DITCH NO. 51A

Findings of Fact and Order
Regarding Redetermination of Benefits
For Nicollet County Ditch No. 51A

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

1. A Redetermination of Benefits was ordered for Nicollet County Ditch No. 51A.
2. Mark Behrends, Robert Hansen, Kendall Langseth, Joe Mutschler, and Bruce Ness were appointed viewers to submit a Redetermination of Benefits Report and the benefits and damages statement.
3. A public hearing was held on August 24, 2021 at 10:00 a.m. in the Commissioner's Room of the Nicollet County Government Center in St. Peter, Minnesota.
4. Public Services Manager Jaci Kopet provided the following jurisdictional documentation and notices:
 - A. Affidavit of Posting dated August 5, 2021;
 - B. Affidavit of Mailed Notice dated August 5, 2021;
 - C. Affidavit of Publication the weeks of August 5, 2021, August 12, 2021, and August 19, 2021.
5. Viewer Mark Behrends explained the method of determining benefits and damages under the Redetermination of Benefits and went through the Viewers' Redetermination of Benefits Report and the benefits and damages statement. The viewers' report, as filed, showed \$436,138 in net benefits associated with Nicollet County Ditch 51A.
6. No public comments were received.
7. The detailed Viewers' Redetermination of Benefits Report and benefit and damages statement has been made, and all other proceedings have been completed as required by law.
8. The reports made, or amended, are complete and correct.
9. The benefits and damages of the proposed redetermination have been properly determined.

NOW, THEREFORE, IT IS ORDERED as follows:

1. The viewers' report on file herein, and the assessment of benefits and damages stated therein, attached as Exhibit A, is hereby adopted.
2. The redetermined benefits and damages, and benefited and damaged areas shall take the place of, and shall be used, in determining assessments from the date of approval.
3. The Public Services Manager is directed to take all necessary actions to implement this redetermination of benefits.
4. The appeal period will be thirty (30) days after this Order is signed and filed in the County Public Services Office.

Dated: September 14, 2021

Terry Morrow
Chairperson of Drainage Authority

Attest: Mandy Landkamer,
County Administrator

Nicollet County Drainage
Authority Meeting
Agenda Item



Agenda Item: Public Hearing for Ditch Cleanings on CD32A and CD82		
Primary Originating Division/Dept.: Public Services Contact: Jaci Kopet Title: Public Services Manager Amount of Time Requested 15 minutes Presenter: Jaci/Nate Title: Public Services/Inspector	Meeting Date: 09/14/2021 Item Type: Regular Agenda (Select One)	Attachments: ☒ Yes ☐ No
County Strategy: Facilities and Space - preserve, maintain and build our assets (Select One)		
BACKGROUND/JUSTIFICATION: Attached are petitions and maps of the areas that are proposed to be cleaned on CD32A and CD82. The public hearing will take place at 10:00 am to hear any concerns from land owners on the ditch systems		
Supporting Documents: ☒ Attached ☐ In Signature Folder ☐ None		
Prior Drainage Authority Action Taken on this 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: Cleaning approvals		
FISCAL IMPACT: Other (Select One) If "Other", specify	FUNDING Drainage Authority Dollars = Grant (Select One) Total	
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:		



Date: 12-21-2020

Repair Request

TO: Nicollet County Board of Commissioners

The undersigned represent and state:

1. That they are the owners of lands within the watershed of, and affected by Judicial/County

Ditch No. CD 32 A

2. That said ditch is in need of repairs as follows:

Clean part of the open ditch as shown on attached map.

3. This request is not intended to be a formal petition under Chapter 103E of Minnesota Statutes, but merely to furnish information as to repairs we believe to be needed.
4. We the undersigned do hereby consent to having the requested repairs done at any time convenient to the Nicollet County Drainage Authority.

WHEREFORE, your petitioners request that the said County Drainage Authority will investigate this matter and take such measures as they deem necessary to repair said ditch.

X Randy Cusick
Mark Hout

I hereby recommend to the Nicollet County Board of Commissioners that a ditch hearing
be set.

Date: 8-17-21

Signed: Matt Jensen

Nicollet County Ditch Inspector

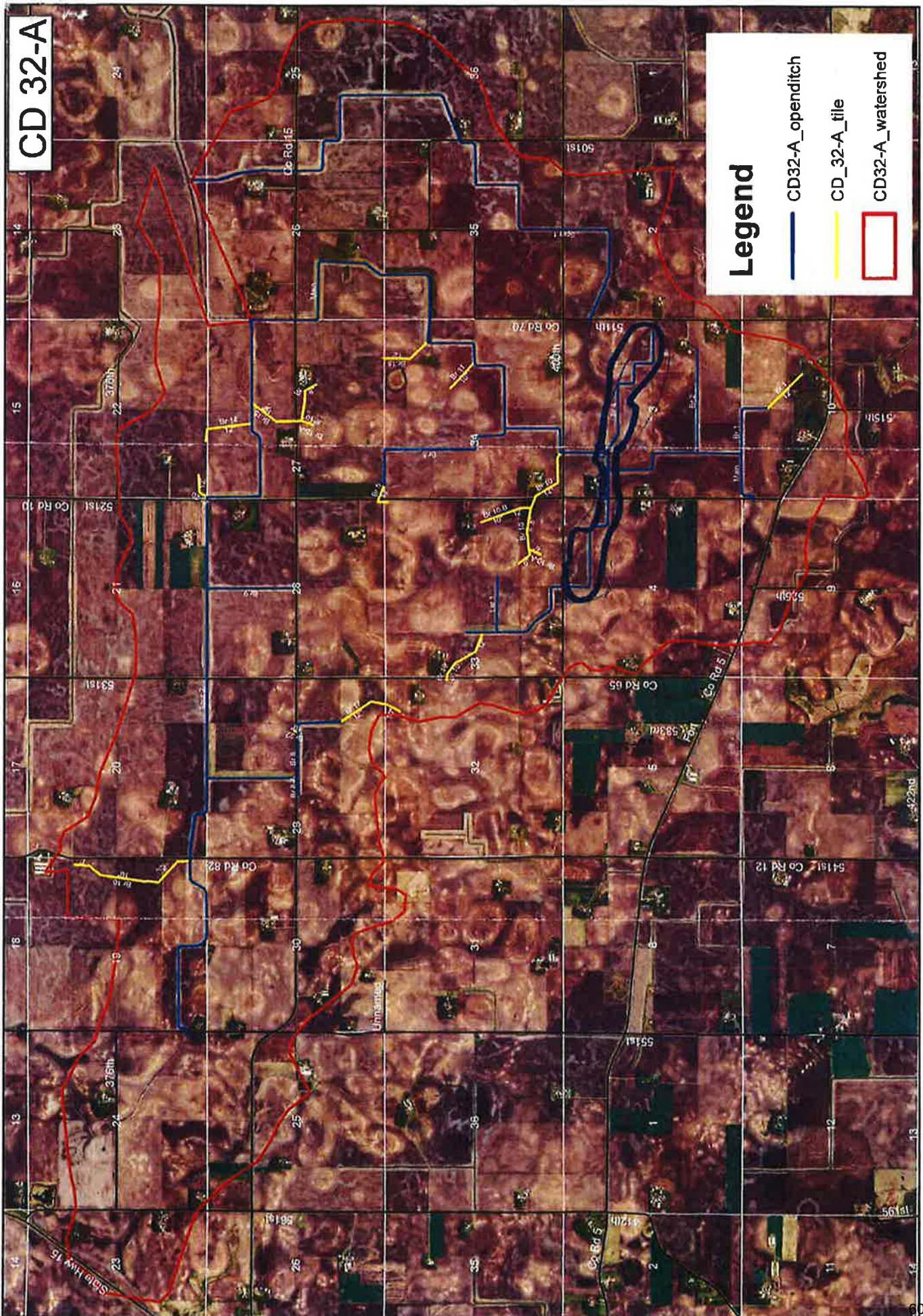
Approved for Repairs by Nicollet County Drainage Authority:

Date _____

Signed Authority Chair _____

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

CD 32-A



Legend

- CD32-A_openditch
- CD_32-A_tile
- CD32-A_watershed



Nicollet County
Minnesota

This drawing is neither a legally recorded map nor a survey and is not intended to be used as one.
This drawing is a compilation of information from various sources and is to be used for reference purposes only.
Nicollet County Public Works - Ditch Department is not responsible for any inaccuracies herein contained.
If discrepancies are found please contact Nicollet County Public Works Dept. at 507-931-1760

Author: Nathan A. Henry
Date: 4/9/2014



Date: 5-13-2021

Repair Request

TO: Nicollet County Board of Commissioners

The undersigned represent and state:

1. That they are the owners of lands within the watershed of, and affected by Judicial/County

Ditch No. CD 82

2. That said ditch is in need of repairs as follows:

Clean the open ditch as shown on the
attached map.

3. This request is not intended to be a formal petition under Chapter 103E of Minnesota Statutes, but merely to furnish information as to repairs we believe to be needed.

4. We the undersigned do hereby consent to having the requested repairs done at any time convenient to the Nicollet County Drainage Authority.

WHEREFORE, your petitioners request that the said County Drainage Authority will investigate this matter and take such measures as they deem necessary to repair said ditch.

X Byron Narell
Ken C. Johnson
Carl Johnson

I hereby recommend to the Nicollet County Board of Commissioners that _____

Date: _____

Signed: _____

Nicollet County Ditch Inspector

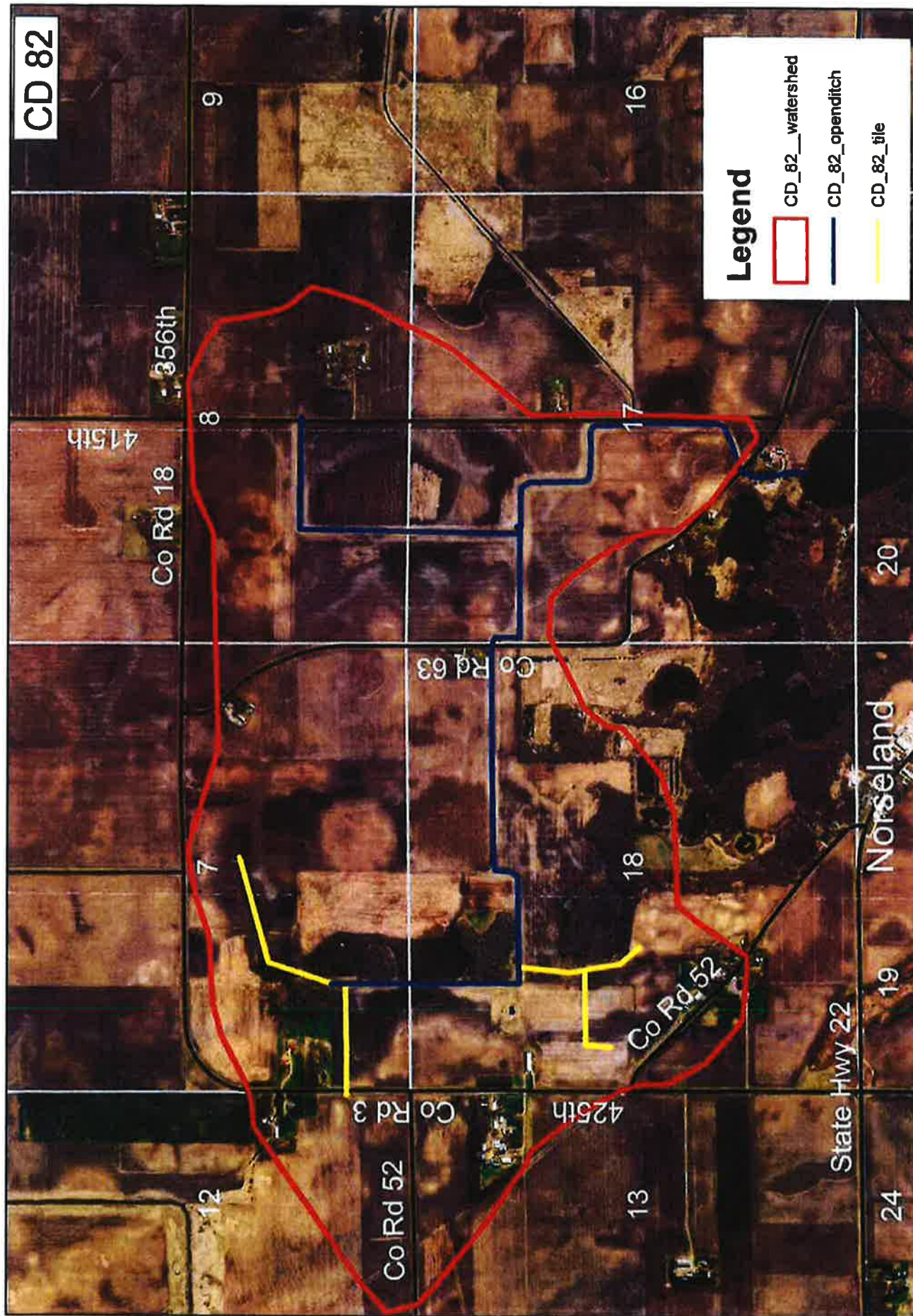
Approved for Repairs by Nicollet County Drainage Authority:

Date _____

Signed Authority Chair _____

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

Providing efficient services with innovation and accountability.



CD 82

Legend

- CD_82_watershed
- CD_82_openditch
- CD_82_tile



0 0.125 0.25 0.5 Miles

This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of information from various sources and is to be used for reference purposes only. No warranty is made by the author as to the accuracy or completeness of the information presented. If discrepancies are found please contact Nicollet County Public Works Dept. at 507-831-1700.



Author: Nathan A. Henry
Date: 4/28/2014

NICOLLET
COUNTY EST. 1853

63

**BEFORE THE NICOLLET SIBLEY JOINT DRAINAGE AUTHORITY
FOR ASSESSING LANDOWNERS
COUNTY DITCH NO. 86A**

Findings and Order of the Board
Regarding Drainage System
Assessments, Installment Schedules
Interest Rates and Maintenance Funds

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

FINDINGS OF FACT

1. Minn. Stat. § 103E.725 provides all fees and costs incurred relating to a drainage system, including repairs, improvements, inspections, engineering, viewing, and publications, are costs of the drainage system and must be assessed against the property and entities benefited.
2. If there is not enough money in the drainage system account to pay drainage system costs, the Board must assess the costs on all property and entities that have been assessed benefits for the drainage system.
3. If assessments are to be paid in installments, the Board may set an interest rate not to exceed the rate determined by the state court administrator for judgments under section 549.09.
4. Minn. Stat. § 103E.735 allows the creation of a repair fund for each drainage system. The repair fund is intended to create a positive balance in a drainage system account to pay routine costs of inspection and minor maintenance and to eliminate the need for inter-fund loans to drainage system accounts.
5. To create a repair fund, the drainage authority may apportion and assess an amount against all property and entities assessed for benefits. The fund may not exceed 20 percent of the assessed benefits of the drainage system or \$100,000, whichever is greater.
6. The drainage authority's staff has investigated the balance in the County Ditch No. 86A and made a recommendation for an assessment, installment schedule, interest rate and maintenance fund.

ORDER

Based on the foregoing Findings and the entire record of proceedings before the Nicollet County Board of Commissioners, acting as the drainage authority for County No. 86A, hereby adopts the following drainage system assessment, installment schedule, interest rate, and maintenance fund and direct certification thereof to the County Public Services office for collection:

<u>County Ditch No. 86A</u>	<u>Amount to Levy</u>
Improvement Cost	\$984,715.80
Separable Maintenance Cost	\$1,311,764.20
Total Levy	\$2,296,480.00

All assessments not paid by November 15, 2021 will be charged a 4% annual interest rate and will be amortized over 20 years on the property tax roles starting in tax year 2022.

Dated: September 14, 2021

Terry Morrow
Chairperson of Drainage Authority

ATTEST:

Mandy Landkamer
County Administrator
Clerk to the County Board