

Nicollet County Board of Commissioners Meeting



September 28, 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 September 14, 2021 Board Minutes
2. Drug Task Force Joint Powers Agreement
3. Out of State Travel – Identifying Criminal Vehicles and Occupants Training
4. Approve Lease Amendment with MN Driver and Vehicle Services
5. Approval of Bills

Public Appearances

9:05 a.m. Health and Human Services

1. Drug-Free Communities Grant

9:10 a.m. Public Works

1. Consider Prioritized Bridge Replacement List Resolution
2. Consider Cooperative Construction Agreement for SAP 052-599-027
3. Consider Consultant Work Order for SAP 052-599-027
4. Consider Amendment #1 to MnDOT agreement No. 1045974 and Resolution
5. Consider Snow and Ice Removal Agreement with City of New Ulm

9:50 a.m. Public Services

1. Consider New Tobacco License

9:55 a.m. Call Drainage Authority Meeting to Order: Commissioner Kemp

Drainage Authority Agenda Items

1. Consent Agenda
 - a. Approval of September 14, 2021 Drainage Authority Minutes
2. Continued Public Hearing for Redetermination of Benefits for CD 4A
3. Consider Findings for Approved Redeterminations for CD48A
4. Consider Order to Approve Redeterminations for CD39

10:00 a.m.

Adjourn Drainage Authority 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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10:20 a.m. Administration

1. Designate Responsible Authority for Data Requests
2. Resolution Appointing the Nicollet County Recorder and Registrar of Titles
3. South Central Small Business Development Center Letter of Support
4. Approval of the 2022 Preliminary Property Tax Levy and Setting the 2022 Levy and Budget

County Attorney Update

Chair's Report

Commissioner Committee Reports

Commissioners Meetings & Conferences

Approve Per Diems and Expenses

Adjourn Board of Commissioners 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 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
SEPTEMBER 14, 2021

The Nicollet County Board of Commissioners met in regular session on Tuesday, September 14, 2021, at 9:00 a.m. Commissioners Terry Morrow, Denny Kemp, Jack Kolars, Marie Dranttel, and John Luepke were present. Also present were 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 24, 2021 Board Meeting minutes, Victim/Witness Coordinator Grant Renewal, end of probation for Emily Osdoba, effective September 14, 2021, and approval of the Commissioner Warrants as presented for the following amounts: General Revenue Fund - \$57,583.77, Road & Bridge Fund - \$27,559.35, Human Services Fund - \$219,634.18, and acknowledge review of the Auditor's Warrants. Motion carried with all voting in favor.

Public Appearances

There were no public appearances.

Clerk to the Board

Motion by Commissioner Kolars and seconded by Commissioner Kemp to appoint County Administrator Mandy Landkamer as Clerk to the Board. Motion carried with all voting in favor.

U of M Extension

U of M Memorandum of Agreement 2022-2024

Motion by Commissioner Luepke and seconded by Commissioner Kemp to approve the U of M Memorandum of Agreement 2022-2024. Motion carried with all voting in favor.

Health and Human Services

Family Homelessness Prevention and Assistance Program Resolution

Motion by Commissioner Kolars and seconded by Commissioner Kemp to approve the Family Homelessness Prevention and Assistance Program Resolution. Motion carried with all voting in favor on a roll call vote.

County Attorney

Consider Settlement of Kleiber v. Nelson Auto Center Qui Tam Action

Motion by Commissioner Luepke and seconded by Commissioner Kemp to accept the settlement of Kleiber v. Nelson Auto Center Qui Tam Action. Motion carried with all voting in favor.

Administration

South Central Service Cooperative Joint Powers Agreement

Motion by Commissioner Kemp and seconded by Commissioner Dranttel to approve the South Central Service Cooperative Joint Powers Agreement and direct Administration to notify the largest collective bargaining unit in the County of the change with insurance providers. Motion carried with all voting in favor.

Commissioner Committee Reports

The Commissioners reported on various meetings and activities including:

Chair's Report

- Budget Workshop

Commissioner Marie Dranttel

- Budget Workshop
- Brown Nicollet Executive Committee
- Union Negotiations
- St. Peter Liaison Meeting
- Brown Nicollet Finance Meeting
- Region 9 Board
- Judicial Ditch #5

Commissioner Denny Kemp

- Insurance Committee Meeting
- Budget Workshop
- MRCI Executive Committee Meeting

Commissioner Jack Kolars

- Traverse des Sioux
- Mediation
- MAPO
- Area Transportation Partnership

Commissioner John Luepke

- Susan Akland tour of Nicollet County
- Citizen Meeting
- Budget Workshop
- Farm Bureau Association

Public Works Director and County Engineer, Seth Greenwood, provided an overview of road projects within the County.

Approve Per Diems and Expenses

Motion by Commissioner Kolars and seconded by Commissioner Kemp 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 Luepke to adjourn the meeting. Motion carried with all voting in favor. The meeting adjourned at 9:49 a.m.

TERRY MORROW, CHAIR
BOARD OF COMMISSIONERS

ATTEST:

MANDY LANDKAMER
CLERK TO THE BOARD

Nicollet County Board of Commissioners
Board Meeting Agenda Item



Agenda Item:	
Drug Task Force Joint Powers Agreement	
Primary Originating Division/Dept.: Sheriff's Office Contact: Dave Lange Title: Sheriff Amount of Time Requested minutes Presenter: David Lange Title: Sheriff	Meeting Date: 09-28-21 Item Type: Consent Agenda (Select One)
Attachments: ☒ Yes ☐ No	
County Strategy: Programs and Services - deliver value-added quality services (Select One)	
BACKGROUND/JUSTIFICATION: The Sheriff's Office is a member of the Minnesota River Valley Drug Task Force and has a Joint Powers Agreement in place with other participating members. The purpose is to provide law enforcement resources for narcotics law enforcement in the participating jurisdictions. Part of the task force is grant funded and the Joint Powers signature page needs to be updated.	
Supporting Documents: ☒ Attached ☐ In Signature Folder ☐ None	
Prior Board Action Taken on this Agenda Item: ☒ Yes ☐ No	
If "yes", when? (provide year; mm/dd/yy if known) 08-28-2019	
Approved by County Attorney's Office: ☐ Yes ☒ No ☐ N/A	
ACTION REQUESTED: Approval of Joint Powers agreement with signature of the Board Chair.	
FISCAL IMPACT: Included in current budget (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

MINNESOTA RIVER VALLEY DRUG TASK FORCE
JOINT POWERS AGREEMENT

This Joint Powers Agreement is made by and between the political subdivisions organized and existing under the Constitution and laws of the State of Minnesota, hereafter collectively referred to as "Parties," and individually as "Party" which are signatories to this "Agreement." This Agreement supersedes any Joint Powers Agreements or amendments effective prior to the date of this Agreement. This Agreement is effective as of the date all ten participating Parties Members have executed this Agreement.

In consideration of the mutual promises and covenants contained herein, and subject to the provisions of Minn. Stat. § 471.59 the following Parties:

Cities

City of Mankato
City of North Mankato
City of St. James
City of St. Peter
City of Madelia
City of Fairmont

Counties

Blue Earth County
Martin County
Watonwan County
Nicollet County

Also referred to herein as "Participating Member(s)" hereto agree as follows:

1. **PURPOSE:** The purpose of this Agreement is to provide law enforcement resources for narcotics law enforcement in the jurisdictions of the Participating Members which are party to this Agreement. The Parties recognize that there are benefits for a coordinated Task Force approach for narcotics law enforcement, and to share in resources.
2. **METHOD:** The Minnesota River Valley Drug Task Force ("Task Force") is a group of law enforcement officers working together under the direction of the Board of Directors for the purpose of narcotics laws enforcement within the boundaries of the Participating Members to this agreement.

Any peace officer assigned to or working with this Task Force is hereby deputized by the governing body of the Participating Member that they enter pursuant to this Agreement for the period of time that they are operating pursuant to and under the authority of this Agreement.

Law enforcement officers may enter the territory of a Participating Member with full police powers in the following circumstances and under the following conditions:

- A. Any investigation relating to the narcotics enforcement mission of the Task Force.
- B. Any investigation relating to a crime in progress or criminals in flight observed by a peace officer assigned to or working with the Task Force.

3. **BOARD OF DIRECTORS:** The Minnesota River Valley Drug Task Force shall be governed by a Board of Directors. The Board of Directors shall consist of the Sheriff or Chief of Police of each Participating Member or a substitute law enforcement officer designated by the Sheriff or Chief of Police to serve in his/her place. Each board member shall have one vote. A prosecuting attorney appointed by the Blue Earth County Attorney shall also be a Board member and shall have one vote.
4. **RECEIPT OF FORFEITURE ASSETS:** All assets generated through seizure/forfeiture in narcotics law enforcement cases conducted by Task Force officers or Participating Members shall be forwarded to the Task Force and shall remain the property of the Task Force until such time as the entire Task Force is dissolved. Such forfeited assets shall be forwarded to the Task Force whether derived from an investigation by Task Force officer, by Task Force officers in conjunction with other law enforcement agencies, or by law enforcement agencies of Participating Members acting independently of Task Force officers.
5. **DISTRIBUTION OF FORFEITURE FUNDS:** Any asset seizures related to Task Force investigation that results in state court-ordered forfeitures must be disbursed according to Minnesota Statute 609.5315, Subd. 5:

Minnesota Statute 609.5315, Subd. 5: Distribution of Money. The money or proceeds from the sale of forfeited property, after payment of seizure, storage, forfeiture, and sale expenses, and satisfaction of valid liens against the property must be distributed as follows:

- A. 70 percent of the money proceeds must be forwarded to the appropriate property agency for deposit as a supplement to the agency's operating fund or similar fund for the use in law enforcement,
- B. 20 percent of the money or proceeds must be forwarded to the county attorney or other prosecuting agency that handled the forfeiture for deposit as a supplement to its operating fund or similar fund for prosecutorial purposes, and
- C. the remaining ten percent of the money or proceeds must be forwarded within 60 days after resolution of the forfeiture to the state treasury and credited to the general fund. Any local police relief association organized under Chapter 423 which received or was entitled to receive the proceeds of any sale made under this section before the effective date of Laws 1988, Chapter 665, Sections 1 to 17, shall continue to receive and retain the proceeds of these sales.

Under this section, three (3) checks shall be written. The check to the State Treasurer should be sent to:

TREASURER'S OFFICE
303 SHERBURNE AVE.
ST. PAUL, MN 55155

And contain reference to Minnesota Statute 609.5315, Subd. 5.

The remaining checks shall be written and delivered to the appropriate law enforcement and prosecuting agency.

6. DEFEND AND INDEMNIFY: The Task Force shall fully defend, indemnify and hold harmless the Parties against all claims, losses, liability, suits, damages, judgments, costs and expenses, or lawsuits for damages arising from or related to the acts of the Task Force members and their agents in the performance of the duties contemplated by this Agreement, or by reason of the action or inaction of the Board and/or employees and/or the agents of the Task Force. This Agreement to indemnify and hold harmless does not constitute a waiver by any participant of limitations on liability provided under Minnesota States Statutes, Section 466.04.

To the full extent permitted by law, actions by the parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the parties that they shall be deemed a "single governmental unit" for the purposes of liability, all as set forth in Minnesota Statutes, Section 471.59, subd. 1a(b).

Nothing herein shall be construed to provide insurance coverage or indemnification to an officer, employee, or volunteer of any member for any act or omission for which the officer, employee, or volunteer is guilty of malfeasance in office, willful neglect of duty or bad faith.

Each Participating Member shall be responsible for damages to or loss of its own equipment. Each Participating Member waives the right to, and agrees that it will not, bring any claim or suit against the Task Force or any other Participating Member for damages to or loss of its equipment arising out of participation in or assistance with Task Force operations or activities, even if the damages or losses were caused wholly or partially by the negligence of any other Participating Members of its officers, agents, employees, or volunteers.

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

However, the parties other than the appointed jurisdiction that serves as fiduciary responsibilities agree to save and hold harmless the jurisdiction and its officers, agents, employees, and members, from all claims, suits, or actions of whatsoever nature resulting from or arising out of any failure by the other parties or their subcontractors, agents, or employees to comply with any restrictions placed on use of funds by any governmental entity which are disbursed to them by the jurisdiction pursuant to this agreement.

Under no circumstances shall a Participating Member be required to pay on behalf of itself or other Participating Members, any amount in excess of the limits of liability established in Minn. Stat. Chapter 466, applicable to any third party claim or action. The

statutory limits of liability for some, or all, of the Participating Members may not be added together or stacked to increase the maximum amount of liability for any third party claim or action.

7. EXPENDITURES: Any expenditure over \$1,500.00 requires approval of the Board of Directors, and any narcotics "buy" over \$1,000.00 requires prior approval of the Task Force Commander.
8. FISCAL AGENT: The County of Blue Earth shall serve as fiscal agent. The Blue Earth County Sheriff will serve as the authorized signatory for any official documents, financial records, grant documents, etc., as approved by Board of Directors. The finance director for Blue Earth County shall receive and disburse funds and keep financial records. As fiscal agent, Blue Earth County is authorized to initiate civil court actions, at the request of the Board of Directors, in furthering of Task Force goals.
9. SUPERVISION: The day-to-day supervision of the Task Force shall be provided by a Task Force Commander who is appointed by majority vote of the Board of Directors.

The Task Force Commander assigned to the Minnesota River Valley Drug Task Force will act as the daily coordinator of the Task Force officers and agents assigned from Participating Members.

Duties of the Task Force Commander will include:

- A. Provide effective leadership and administrative coordination of the Minnesota River Valley Drug Task Force.
 - B. Direct officer/agent assignments and manpower as necessary on a daily basis for given investigations.
 - C. Direct field operations.
 - D. Strengthen communications and cooperation with other law enforcement agencies in and outside of the geographic region.
 - E. Provide effective training programs for participating personnel, the costs of which shall be absorbed by the Participating Member employing the officer in question with prior approval from the officer's employer.
 - F. Act as a liaison with the Command Staff as well as Investigative Divisions of all Participating Members concerning significant case developments, overtime, disciplinary problems, and other performance.
10. PERSONNEL:
 - A. Each Participating Member is responsible for providing its respective personnel with salaries, benefits, and overtime in accordance with FLSA regulations and departmental policy.
 - B. Each Participating Member of the Minnesota River Valley Drug Task Force shall be responsible for acts of its participating officers/agents and shall incur any liabilities arising out of the service and activities of those officers while participating in the Minnesota River Valley Drug Task Force. Personnel assigned

to the Minnesota River Valley Drug Task Force shall have the same duties, powers, privileges, responsibilities, immunities, and jurisdictions as conferred upon them as officers of their own jurisdictions.

- C. Temporary recall of personnel and/or equipment by a Participating Member will be coordinated with the Task Force Commander.
 - D. A two-year or longer assignment of personnel is preferred.
 - E. All personnel assigned to the Minnesota River Valley Drug Task Force shall be coordinated by the Task Force Commander and shall be subject to the directive of that Commander regardless of position or rank in their respective agencies.
 - F. Management from Participating Member, with the input of the Minnesota River Valley Drug Task Force, will handle all actions of a disciplinary nature concerning law enforcement personnel from their Participating Member.
 - G. Each Participating Member will maintain workers' compensation insurance or self-insurance coverage, covering its own personnel while they are assigned to the Task Force or are otherwise participating in or assisting with Task Force operations or activities. Each Participating Member waives the right to, and agrees that it will not, bring any claim or suit against the Task Force or any other Participating Member for any worker's compensation benefits paid to its own employee or dependents, that arise out of participation in or assistance with Task Force operations or activities, even if the injuries were caused wholly or partially by the negligence of any other Participating Member or its officers, agents, employees, or volunteers.
11. EQUIPMENT: The Task Force or the Participating Member will provide all equipment needed for the operation of the Minnesota River Valley Drug Task Force. In the event of negligence by a Task Force employee, the individual employee and/or Participating Member may be responsible for the repair or replacement of the equipment. Vehicles assigned to the Task Force officers will be provided by the Task Force. Insurance for these vehicles will be the responsibility of the Participating Member providing the Task Force officer. Participating Members are expected to properly equip officers/agents assigned to the Minnesota River Valley Drug Task Force with equipment necessary to complete the effective investigations and safe enforcement operations.
12. REPORTS: Officers assigned to the Minnesota River Valley Drug Task Force will use Task Force specific report forms for supplemental reports. The Task Force Commander will develop an annual report that will be sent to all Participating Members in the Task Force.
13. MEDIA: All media releases concerning arrests and investigations conducted by the Minnesota River Valley Drug Task Force shall be coordinated by the Task Force Commander and the chief of police or sheriff of the Participating Members.
14. FUNDING: Each Participating Member agrees to provide whatever resources are agreed to in a yearly proposal to be set by the Board. Those resources may be personnel and/or financial in nature and are designed to assist in the operation of the Task Force. Resources may also be provided in kind (e.g. furnishing office space) at the discretion of the Board of Directors. The Task Force fiscal agent at this time is Blue Earth County.

They shall be charged with the responsibility of keeping all financial records, filing required reports in connection with any grant funding, and complying with any required or requested financial audits.

15. TERMINATION: Any Participating Member may terminate the terms of this agreement by giving thirteen (13) months' written notice to the other Participating Members. Notice of intent to terminate this Agreement must be given no later than December 1 of the year proceeding the year of designated termination.
16. DISSOLUTION: The Task Force may be dissolved by majority vote of the Board of Directors. Any Task Force assets shall be divided among the Participating Members in the Task Force at the time of dissolution. Distribution will be based on populations of Participating Members. (Simplified example: If Task Force assets are \$100,000.00 and combined populations of Participating Members is 100,000, and Mankato population is 30,000 and Blue Earth County is 30,000 not counting the City of Mankato, then Mankato receives \$30,000.00 and Blue Earth County receives \$30,000.00, etc.) Non-liquid asset values shall be determined by the fiscal agent.
17. INSURANCE: The Task Force shall obtain and maintain liability insurance and the liability insurance must be consistent with the risk exposure of the Task Force under the state tort liability limits found in Chapter 466 of the Minnesota Statutes.
18. AMENDMENTS: This agreement may be amended only in writing and upon the consent of the governing bodies of all of the Participating Members.
19. COUNTERPARTS: This Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. Counterparts shall be filed with the fiscal agent.
20. RECORDS, ACCOUNTS AND REPORTS: The books and records of the Minnesota River Valley Drug Task Force shall be subject to the provisions of Minn. Stat. Ch. 13 and Minn. Stat. § 16C.05, Subd. 5.
21. Each signer certifies that the governing body of the Participating Member which they represent has passed a resolution authorizing entry into this Joint Exercise of Powers Agreement and that the signer has the authority to execute this Agreement on behalf of the Participating Member.

Participating Cities:

City of Mankato Director of Public Safety

Date: _____

Mankato City Manager

Date: _____

City of North Mankato Chief of Police

Date: _____

North Mankato City Administrator

Date: _____

City of St. James Chief of Police

Date: _____

St. James Mayor

Date: _____

City of St. Peter Chief of Police

Date: _____

St. Peter City Administrator

Date: _____

City of Madelia Chief of Police

Date: _____

Madelia City Administrator

Date: _____

City of Fairmont Chief of Police

Date: _____

Fairmont City Administrator

Date: _____

Participating Counties:

Blue Earth County Sheriff

Date: _____

Blue Earth County Board Chair

Date: _____

Martin County Sheriff

Date: _____

Martin County Board Chair

Date: _____

Watonwan County Sheriff

Date: _____

Watonwan County Board Chair

Date: _____

Nicollet County Sheriff

Date: _____

Nicollet County Board Chair

Date: _____

Nicollet County Board of Commissioners
Board Meeting Agenda Item



Agenda Item:		
Out of State Travel		
Primary Originating Division/Dept.: Sheriff's Office	Meeting Date: 09-28-21	
Contact: Dave Lange Title: Sheriff	Item Type: Consent Agenda (Select One)	
Amount of Time Requested minutes		
Presenter: David Lange Title: Sheriff	Attachments: ☒ Yes ☐ No	
County Strategy: Financial Security - prudent use of taxpayer resources (Select One)		
BACKGROUND/JUSTIFICATION:		
Deputies McMonagle and Link wish to attend a training in Osseo Wisconsin on December 9, 2021. Training is Identifying Criminal Vehicles and Occupants.		
Supporting Documents: ☒ Attached ☐ In Signature Folder ☐ None		
Prior Board Action Taken on this Agenda Item: ☐ Yes ☒ No		
If "yes", when? (provide year; mm/dd/yy if known)		
Approved by County Attorney's Office: ☐ Yes ☐ No ☒ N/A		
ACTION REQUESTED:		
Approval for out of state travel to attend training		
FISCAL IMPACT: Included in current budget (Select One) If "Other", specify	FUNDING County Dollars =	\$400.00
	Grant (Select One)	
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify:	Total	\$400.00
Related Financial/FTE Comments:		



Identifying Criminal Vehicles and Occupants

Details	Price	Qty
Admission	\$199.00 (USD)	0 ☐

Register Now





December 9, 2021



9:00 am - 4:00 pm

About the Course:

In order to apprehend criminals before, during and after the commission of an offense, officers must possess an understanding of proper criminal interdiction techniques. "Identifying Criminal Vehicles and Occupants" provides officers instruction on how to employ effective techniques used to apprehend offenders. This course explains the mindset of an effective police officer. It highlights the criminal indicators displayed prior to the encounter, body language, signs of deception, vehicle hides, and the legalities surrounding this type of proactive enforcement. Street Cop Training exemplifies the knowledge and skills required in order to accomplish legal law enforcement objectives. This course is designed to showcase how the operator who committed a simple traffic violation may be engaging in further criminal activity. The class will enhance an officers understanding and awareness of a identifying a criminal vehicle, in addition to subsequent investigation. Lack of training in this area results in improper conduct, embarrassment, and could cost an untrained police officer their life.

Instructor Sgt. Rob Ferreiro has been a Police Officer since 2006 in a New Jersey Municipal Police Department. Ferreiro is a certified Drug Recognition Expert (DRE) who commands a specialized criminal interdiction task force that is responsible for stopping a wide variety of crimes. He has generated over 400 officer-initiated arrests with the successful prosecution of offenders responsible for 1st, 2nd and 3rd degree narcotic, conspiracy and weapon charges, as well as numerous DWI offenders. He has been recognized for some of the largest self-initiated drug seizures in Somerset County, Nj. Sgt. Ferreiro is directly responsible for arrests surrounding the seizure of hundreds of pounds



of narcotics, as well as gun trafficking, interstate organized retail theft and fraud crimes.

Venue: Osseo, WI

Address:

Northwoods Brew Pub, 50819 West St., Osseo, Wisconsin, 54758, United States

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Nicollet County Board of Commissioners
Board Meeting Agenda Item



Agenda Item:

Approve Lease Amendment with MN Driver and Vehicle Services

Primary Originating Division/Dept.: Administration

Meeting Date: 09/28/2021

Contact: Mandy Landkamer Title: County Administrator

Item Type: Consent Agenda
(Select One)

Amount of Time Requested 5 minutes

Presenter: Mandy Landkamer Title: County Administrator

Attachments: ☒ Yes ☐ No

County Strategy: Programs and Services - deliver value-added quality services
(Select One)

BACKGROUND/JUSTIFICATION:

The MN Department of Public Safety - Driver and Vehicle Services Division, has been leasing space from the Nicollet County for several years to conduct driver's license testing exams. The County has previously approved 3 - year leases with the State to use a portion of the EOC one day a month to do the testing exams. As proposed, the lease is for \$875.00 over 3.5 years, an increase of \$125.00 from the previous lease.

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) 2018

Approved by County Attorney's Office: ☐ Yes ☐ No ☒ N/A

ACTION REQUESTED:

Approve Lease No. PS0398 with the State of Minnesota.

FISCAL IMPACT: Included in current budget
(Select One)

If "Other", specify

FUNDING
County Dollars =

State 250.00/yr.
(Select One)

FTE IMPACT: No FTE change
(Select One)

If "Increase or "Decrease" specify:

Total 875.00/yr.

Related Financial/FTE Comments:

STATE OF MINNESOTA

LEASE

LEASE NO. **PS0398**

THIS AGREEMENT is made by and between Nicollet County, 501 South Minnesota Avenue, St. Peter, MN 56082, hereinafter referred to as LESSOR, and the STATE OF MINNESOTA, Department of Administration, hereinafter referred to as LESSEE, acting for the benefit of Department of Public Safety, Driver and Vehicle Services.

WHEREAS, the Commissioner of Administration is empowered by Minn. Stat. §16B.24, subd. 6, to lease non-state owned property;

NOW THEREFORE, LESSOR and LESSEE, in consideration of the rents, covenants and considerations hereinafter specified, do hereby agree each with the other as follows.

1. **LEASED PREMISES** LESSOR grants and LESSEE accepts a lease of the following described Leased Premises located in the City of St. Peter, County of Nicollet, Minnesota ZIP: 56082

Approximately two hundred fifty six (256) square feet of office space in the building located at 501 South Minnesota Avenue.

2. **USE** LESSEE shall use and occupy the Leased Premises only as driver exam station and for such related activities.

3. **LEASE TERM**

- 3.1 The term of this Lease is three (3) years and six (6) months, commencing January 1, 2022 and continuing through June 30, 2025, between the hours of 8:00 a.m. and 4:30 p.m. on the second and fourth Tuesday of each month, holidays excepted. When not used on a holiday, an alternative day may be substituted, as required and if available.
- 3.2 LESSOR and LESSEE hereby agree that a change in the hours or day(s) of use may be made by mutual agreement in writing between the parties, so long as there is no increase in usage.

4. **RENT**

- 4.1 As rent for the Leased Premises and in consideration for all covenants, representation and condition of this Lease, LESSEE agrees to pay LESSOR a rental rate of sixty two and fifty/100 dollars \$62.50 per quarter, resulting in a total rental amount not to exceed two hundred fifty and no/100 dollars (\$250.00) per year due and payable on the last day of each quarter.
- 4.2 LESSOR represents and warrants that it is solely entitled to all of the rents payable under the terms of this Lease and that LESSEE shall have the quiet enjoyment of the Leased Premises during the full term of this Lease and any extension or renewal thereof.

5. **OPTION TO RENEW**

- 5.1 LESSOR further grants and LESSEE accepts the right to one (1) option to renew this Lease for a period of two (2) years at the same terms, conditions and rental rate as this Lease.
- 5.2 To exercise the above noted option, LESSEE must indicate in writing its intent to exercise said option thirty (30) days prior to the expiration date of this Lease.

6. **TERMINATION**

- 6.1 In the event that the Minnesota State Legislature does not appropriate to the Department of Public Safety funds necessary for the continuation of this Lease, or in the event that Federal Funds necessary for the continuation of this Lease are withheld for any reason, this Lease may be terminated by LESSEE upon giving thirty (30) days written notice.
- 6.2 Pursuant to Minn. Stat. §16B.24, subd. 6, this Lease is subject to cancellation upon thirty (30) days written notice by LESSEE for any reason except lease of other non-state-owned land or premises for the same use.
- 6.3 Notwithstanding Clauses 6.1 and 6.2 above, this Lease may be terminated by LESSEE or LESSOR for any reason at any time upon giving thirty (30) days prior written notice to LESSOR.

7. **DUTIES OF LESSOR**

- 7.1 LESSOR shall furnish and provide, at its expense, the following:
- a. Heat, lights, electricity, water;
 - b. Toilet facilities, janitorial services, trash removal;
 - c. Desk, tables, chairs and telephone service (local service)
 - d. Internet access

e. Secure storage for State computer cart.

- 7.2 Disability Access Guidelines LESSOR agrees to provide and maintain the Leased Premises and the building of which the Leased Premises are a part with accessibility and facilities for persons with disabilities meeting code requirements including, but not limited to: Title II and III of the American with Disabilities Act (ADA), all applicable laws, rules, ordinances and regulations issued by any federal, state or local political subdivisions having jurisdiction and authority in connection with said property.
- 7.3 Management LESSOR agrees that in exercising its management responsibilities of the property which the Leased Premises are a part, including the maintenance, repair, alterations and construction relating thereto, it shall comply with all applicable laws, statutes, rules, ordinances and regulations, including but not limited to building code, disabilities access, zoning, air quality, pollution control, recyclable materials and prevailing wage requirements, as issued by any federal, state or local political subdivisions having jurisdiction and authority in connection with said property.

8. DUTIES OF LESSEE

- 8.1 LESSEE covenants that at the termination of this Lease by lapse of time or otherwise, it shall remove its personal property and vacate and surrender possession of the Leased Premises to LESSOR in as good condition as when LESSEE took possession, ordinary wear and damage by the elements excepted. Alterations or fixtures attached to the Leased Premises shall remain a part thereof and shall not be removed unless LESSOR elects to permit removal.
- 8.2 Smoking Pursuant to Minn. Stat. 16B.24, subd. 9, LESSOR and LESSEE shall not permit smoking in the Leased Premises.
- 8.3 Energy Conservation LESSEE agrees to observe reasonable precautions to prevent waste of heat, electricity, water, air conditioning, any other utility or any service, whether such is furnished by LESSOR or obtained and paid for by LESSEE.

9. INSURANCE; LIABILITY

- 9.1 Property Damage It shall be the duty of LESSOR and LESSEE to maintain insurance or self-insurance on their own property, both real and personal. Notwithstanding anything apparently to the contrary in this Lease, LESSOR and LESSEE hereby release one another and their respective partners, officers, employees and property manager from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for loss or damage, even if such loss or damage shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible.

9.2 **Liability** LESSOR and LESSEE agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. LESSEE'S liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minn. Stat., §3.736, and other applicable law.

10. **DESTRUCTION** If the Leased Premises shall be destroyed or damaged by fire, tornado, flood, civil disorder or any cause whatsoever, so that the Leased Premises become untenable, the rent shall be abated from the time of such damage and LESSEE shall have the option of terminating this Lease immediately or allowing LESSOR such amount of time as LESSEE deems reasonable to restore the damaged Leased Premises to a tenantable condition.

11. **MAINTENANCE AND REPAIRS**

11.1 It shall be the duty of LESSOR to maintain at its own expense, in working condition, all appurtenances within the scope of this Lease, including the maintenance of proper plumbing, wiring, heating (and, where applicable, cooling) devices and ductwork.

11.2 LESSOR shall, at its own expense, make such necessary repairs so as to continue to provide all such service appurtenances as are required by this Lease, provided, however, that LESSOR shall not be responsible for repairs upon implements or articles which are the personal property of LESSEE, nor shall LESSOR bear the expense of repairs to the Leased Premises necessitated by damage caused by LESSEE beyond normal wear and tear.

12. **AUDIT** Pursuant to Minn. Stat., §16C.05, subd. 5, the books, records, documents and accounting procedures and practices of LESSOR relevant to this Lease shall be subject to examination by the State and/or Legislative Auditor, as appropriate, for a minimum of six (6) years.

13. **DEFAULT BY LESSOR** If LESSOR shall default in the performance of any of the terms or provisions of this Lease; LESSEE shall promptly so notify LESSOR in writing. If LESSOR shall fail to cure such default within thirty (30) days after receipt of such notice, or if the default is of such character as to require more than thirty (30) days to cure, and LESSOR shall fail to commence to do so within thirty (30) days after receipt of such notice and thereafter diligently proceed to cure such default, then in either event, LESSEE may cure such default and any reasonable and actual expenses paid by LESSEE shall be paid by LESSOR to LESSEE within ten (10) days after statement therefore is rendered. LESSEE shall have a specific right to set-off any such amounts against any rent payments or other amounts due under this Lease. In lieu of curing said default, LESSEE shall have the specific right to set-off against any rent payments or other amounts due under this Lease any damages incurred through the LESSOR'S breach. This provision in no way limits LESSEE'S other remedies for breach under common law or this Lease.

14. **GOVERNMENT DATA PRACTICES ACT COMPLIANCE**

- 14.1 LESSOR must comply with the Minnesota Government Data Practices Act, Minn. Stat., Chapter 13, as it applies to all data provided by LESSEE in accordance with this Lease and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by LESSOR in accordance with this Lease. The civil remedies of Minn. Stat. §13.08, apply to LESSOR and LESSEE.
- 14.2 Minn. Stat., Chapter 13, provides that all government data are public unless otherwise classified. If LESSOR receives a request to release the data referred to in this Clause, LESSOR must immediately notify LESSEE and consult with LESSEE as to how LESSOR should respond to the request. LESSOR'S response shall comply with applicable law, including that the response is timely and, if LESSOR denies access to the data, that LESSOR'S response references the statutory basis upon which LESSOR relied. LESSOR does not have a duty to provide public data to the public if the public data is available from LESSEE.

15. **NOTICES**

- 15.1 All notices or communications between LESSOR and LESSEE shall be in writing and deemed to have been given upon the occurrence of one of the following methods of delivery to the address noted in Clause 15.2 below.
- a. when personally delivered to the addressee, or
 - b. on the second business day after sender has deposited the registered or certified mailing with the US Postal Service, or
 - c. one (1) business day after deposited with an overnight courier service.

15.2 **Mailing Addresses:**

LESSOR:
Nicollet County
501 South Minnesota Avenue
St. Peter, MN 56082

LESSEE:
Accounts Payable
Department of Public Safety
445 Minnesota St # 126
St Paul MN 55101-5126

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IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

LESSOR: NICOLLET COUNTY

Lessor certifies that the appropriate person(s) have executed the Lease on behalf of Lessor as required by applicable articles, bylaws, resolutions, or ordinances.

By _____

Title _____

Date _____

By _____

Title _____

Date _____

LESSEE:

**STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
COMMISSIONER
Delegated to**

By _____

Title _____

Date _____

APPROVED:

**STATE OF MINNESOTA
DEPARTMENT OF PUBLIC SAFETY**

By _____

Title _____

Date _____

STATE ENCUMBRANCE VERIFICATION

Individual signing certifies that funds have been encumbered as required by Minn. Stat. §16A.15. and §16C.05.

By _____

Date _____

Contract No. 200038

Purchase Order No. 300075529

Nicollet County Board of Commissioners
Board Meeting Agenda Item



Agenda Item:			
Drug-Free Communities Grant			
Primary Originating Division/Dept.: Health and Human Services Contact: Cassandra Sassenberg Title: HHS Director Amount of Time Requested 5 minutes Presenter: C. Sassenberg Title: HHS Director	Meeting Date: 9/28/21 Item Type: Regular Agenda (Select One) Attachments: ☒ Yes ☐ No		
County Strategy: Programs and Services - deliver value-added quality services (Select One)			
BACKGROUND/JUSTIFICATION: The Centers for Disease Control and Prevention awarded Nicollet County a Drug-Free Communities (DFC) Support Program Grant in the amount of \$117,399.00 per year for a period of five years, with the opportunity to apply for an additional five years. The DFC program is aimed at mobilizing community leaders to identify and respond to the drug problems unique to their community and change local community environmental conditions tied to substance use. This grant was applied for in order to further support our Nicollet County Adolescent Chemical Wellness Advocates (ACWA) Coalition. ACWA has participants from Health and Human Services, Probation, County Attorney's Office, St. Peter Public Schools, Mankato Public Schools, North Mankato Police Department, St. Peter Police Department, Counseling Services of Southern Minnesota, Sioux Trails Mental Health Center, River's Edge Hospital, Mayo Clinic Health System, among others. This grant will be used to help ACWA limit access to substances, change the culture and context within which decisions about substance use are made, and shift the consequences associated with substance use. Funding allows the coalition to hire a coordinator to help manage and build ACWA's capacity. In 2019, the Nicollet County Board approved Nicollet County to be the fiscal host for ACWA and grant related funding.			
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) June 2019			
Approved by County Attorney's Office: ☐ Yes ☐ No ☒ N/A			
ACTION REQUESTED: Authorization to accept the DFC grant; approval to hire the ACWA coordinator position			
<table style="width: 100%;"> <tr> <td style="width: 50%;"> FISCAL IMPACT: NOT in current budget (Select One) If "Other", specify </td> <td style="width: 50%;"> FUNDING County Dollars = 0 Federal \$117,399.00 per year (Select One) Total \$586,995.00 over five years </td> </tr> </table>		FISCAL IMPACT: NOT in current budget (Select One) If "Other", specify	FUNDING County Dollars = 0 Federal \$117,399.00 per year (Select One) Total \$586,995.00 over five years
FISCAL IMPACT: NOT in current budget (Select One) If "Other", specify	FUNDING County Dollars = 0 Federal \$117,399.00 per year (Select One) Total \$586,995.00 over five years		
FTE IMPACT: Increase FTE (Select One) If "Increase or "Decrease" specify: Hiring of the ACWA coordinator position Related Financial/FTE Comments: The County is required to match the funding but on the budget application was able to show			



DEPARTMENT OF HEALTH AND HUMAN SERVICES
Centers for Disease Control and Prevention

Notice of Award

Award# 1 NU17CE010085-01-00
FAIN# NU17CE010085
Federal Award Date: 09/20/2021

Recipient Information

1. Recipient Name

Nicollet County
622 S Front St
Saint Peter, MN 56082-2106

2. Congressional District of Recipient

01

3. Payment System Identifier (ID)

1416005852A2

4. Employer Identification Number (EIN)

416005852

5. Data Universal Numbering System (DUNS)

626427454

6. Recipient's Unique Entity Identifier

7. Project Director or Principal Investigator

Breanna Allen
breanna.allen@co.nicollet.mn.us
5079347177

8. Authorized Official

Ms. Cassandra Sassenberg
Health Director
cassandra.sassenberg@co.nicollet.mn.us
507-934-8573

Federal Agency Information

CDC Office of Financial Resources

9. Awarding Agency Contact Information

Ms. Tonya Jenkins
tjo6@cdc.gov
404.498.2399

10. Program Official Contact Information

Ms. Tracey Hardy
Public Health Advisor
DOP
tjh0@cdc.gov
770-488-5394

Federal Award Information

11. Award Number

1 NU17CE010085-01-00

12. Unique Federal Award Identification Number (FAIN)

NU17CE010085

13. Statutory Authority

[AWARD AUTHORITY NOT DEFINED FOR CE08-801.NU50]

14. Federal Award Project Title

DFC Application for the Nicollet County Adolescent Chemical Wellness Advocates (ACWA) Coalition

15. Assistance Listing Number

93.276

16. Assistance Listing Program Title

Drug-Free Communities Support Program Grants

17. Award Action Type

New

18. Is the Award R&D?

No

Summary Federal Award Financial Information

19. Budget Period Start Date 09/30/2021 - **End Date** 09/29/2022

20. Total Amount of Federal Funds Obligated by this Action \$117,399.00

20a. Direct Cost Amount \$117,399.00

20b. Indirect Cost Amount \$0.00

21. Authorized Carryover \$0.00

22. Offset \$0.00

23. Total Amount of Federal Funds Obligated this budget period \$0.00

24. Total Approved Cost Sharing or Matching, where applicable \$128,478.00

25. Total Federal and Non-Federal Approved this Budget Period \$245,877.00

26. Project Period Start Date 09/30/2021 - **End Date** 09/29/2026

27. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Project Period Not Available

28. Authorized Treatment of Program Income

ADDITIONAL COSTS

29. Grants Management Officer - Signature

Valencia Williams
Lead Grant Management Specialist

30. Remarks



DEPARTMENT OF HEALTH AND HUMAN SERVICES

Centers for Disease Control and Prevention

Notice of Award

Award# 1 NU17CE010085-01-00

FAIN# NU17CE010085

Federal Award Date: 09/20/2021

Recipient Information

Recipient Name

Nicollet County
622 S Front St
Saint Peter, MN 56082-2106

Congressional District of Recipient

01

Payment Account Number and Type

1416005852A2

Employer Identification Number (EIN) Data

416005852

Universal Numbering System (DUNS)

626427454

Recipient's Unique Entity Identifier

Not Available

31. Assistance Type

Project Grant

32. Type of Award

Other

33. Approved Budget

(Excludes Direct Assistance)

I. Financial Assistance from the Federal Awarding Agency Only

II. Total project costs including grant funds and all other financial participation

a. Salaries and Wages	\$50,000.00
b. Fringe Benefits	\$10,325.00
c. Total Personnel Costs	\$60,325.00
d. Equipment	\$0.00
e. Supplies	\$6,889.00
f. Travel	\$7,592.00
g. Construction	\$0.00
h. Other	\$0.00
i. Contractual	\$42,593.00
j. TOTAL DIRECT COSTS	\$117,399.00
k. INDIRECT COSTS	\$0.00
l. TOTAL APPROVED BUDGET	\$117,399.00
m. Federal Share	\$117,399.00
n. Non-Federal Share	\$128,478.00

34. Accounting Classification Codes

FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	OBJECT CLASS	AMT ACTION FINANCIAL ASSISTANCE	APPROPRIATION
I-9390G6B	21NU17CE010085	CE	41.51	\$117,399.00	75-21-0943



DEPARTMENT OF HEALTH AND HUMAN SERVICES Notice of Award

Centers for Disease Control and Prevention

Award# 1 NU17CE010085-01-00

FAIN# NU17CE010085

Federal Award Date: 09/20/2021

Direct Assistance

BUDGET CATEGORIES	PREVIOUS AMOUNT (A)	AMOUNT THIS ACTION (B)	TOTAL (A + B)
Personnel	\$0.00	\$0.00	\$0.00
Fringe Benefits	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00
Contractual	\$0.00	\$0.00	\$0.00
Construction	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00
Total	\$0.00	\$0.00	\$0.00

AWARD ATTACHMENTS

Nicollet County

1 NU17CE010085-01-00

1. Terms and Conditions

AWARD INFORMATION

Incorporation: In addition to the federal laws, regulations, policies, and CDC General Terms and Conditions for Non-research awards at <https://www.cdc.gov/grants/federal-regulations-policies/index.html>, the Centers for Disease Control and Prevention (CDC) hereby incorporates Notice of Funding Opportunity (NOFO) number **CDC-RFA-CE21-2102**, entitled **Drug-Free Communities (DFC) Support Program**, and application dated **May 14, 2021**, as may be amended, which are hereby made a part of this Non-research award, hereinafter referred to as the Notice of Award (NoA).

Approved Funding: Funding in the amount of \$117,399 is approved for the Year 1 budget period, which is **September 30, 2021** through **September 29, 2022**. All future year funding will be based on satisfactory programmatic progress and the availability of funds.

The federal award amount is subject to adjustment based on total allowable costs incurred and/or the value of any third party in-kind contribution when applicable.

Note: Refer to the Payment Information section for Payment Management System (PMS) subaccount information.

Financial Assistance Mechanism: Grant

Key Personnel: In addition to the Principal Investigator/Project Director identified in this Notice of Award, the application and work plan included individuals considered key personnel. In accordance 45 CFR Part 75.308, the recipient must request prior approval from CDC to change the following individual/position:

Breanna Allen– Principal Investigator/Project Director
Cassandra Sassenberg –Authorized Representative

Budget Revision Requirement: By **November 1, 2021** the recipient must submit a revised budget with a narrative justification based on the [CDC Budget Preparation Guidelines](#) for the following cost categories: Personnel and Consultants. Failure to submit the required information in a timely manner may adversely affect the future funding of this project. If the information cannot be provided by the due date, you are required to contact the GMS/GMO identified in the CDC Staff Contacts section of this notice before the due date.

Expanded Authority: The recipient is permitted the following expanded authority in the administration of the award.

- ☒ Carryover of unobligated balances from one budget period to a subsequent budget period. Unobligated funds may be used for purposes within the scope of the project as originally approved. Recipients will report use, or intended use, of unobligated funds in Section 12 "Remarks" of the annual Federal Financial Report. If the GMO determines that some or all of the unobligated funds are not necessary to complete the project, the GMO may restrict the recipient's authority to automatically carry over unobligated balances in the future, use the balance to reduce or offset CDC funding for a subsequent budget period, or use a combination of these actions.

FUNDING RESTRICTIONS AND LIMITATIONS

Notice of Funding Opportunity (NOFO) Restrictions: Restrictions that must be considered while planning the programs and writing the budget are:

- Recipients may not use funds for research.
- Recipients may not use funds for clinical care except as allowed by law.
- Recipients may use funds only for reasonable program purposes, including personnel, travel, supplies, and services.
- Generally, recipients may not use funds to purchase furniture or equipment. Any such proposed spending must be clearly identified in the budget.
- Reimbursement of pre-award costs generally is not allowed, unless the CDC provides written approval to the recipient.
- Other than for normal and recognized executive-legislative relationships, no funds may be used for:
 - publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body
 - the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body
- See [Additional Requirement \(AR\) 12](#) for detailed guidance on this prohibition and [additional guidance on lobbying for CDC recipients](#).
- The direct and primary recipient in a cooperative agreement program must perform a substantial role in carrying out project outcomes and not merely serve as a conduit for an award to another party or provider who is ineligible.
- In accordance with the United States Protecting Life in Global Health Assistance policy, all non-governmental organization (NGO) applicants acknowledge that foreign NGOs that receive funds provided through this award, either as a prime recipient or subrecipient, are strictly prohibited, regardless of the source of funds, from performing abortions as a method of family planning or engaging in any activity that promotes abortion as a method of family planning, or to provide financial support to any other foreign non-governmental organization that conducts such activities. See Additional

Requirement (AR) 35 for applicability

<https://www.cdc.gov/grants/additionalrequirements/ar-35.html>.

- Food is **generally unallowable**. Exceptions within the DFC Support Program may include food used as a small incentive (not to exceed \$3.00 per person) to encourage participation in a community-wide event. Food costs are not allowable for general coalition or subcommittee meetings.
- No more than **10 percent** of the total federal grant award may be used for **data collection and evaluation** purposes unless approved by the Project Officer and Grants Management Specialist.
- DFC grant funds **may not** be passed through by contract or any other method to another entity to conduct the programmatic work on the DFC Program. The funded grant recipient and coalition are expected to perform the substantive role and manage the efforts carried out by this grant.
- The Authorized Representative or Business Official charged with financial oversight responsibilities for the DFC grant award **must** be an employee of the recipient organization and identified in the 'Personnel' budget category. **NOTE:** The Program Director/Principal Investigator (PD/PI) and Business Official **cannot** be the same individual.
- The Program Director/Principal Investigator (PD/PI) **must** be an employee of the recipient organization, overseeing the day to day operations of the grant, and **must** be identified in the

'Personnel' budget category as either federal or non-federal.

- DFC grant funds **may not** be used to provide funding to community organizations through mini-grants, including one coalition funding another coalition.
- DFC grant funds **may not** be utilized for the following: law enforcement equipment, drug search detection canines or related training, drug courts, lighting, or community gardening efforts.
- DFC grant funds **may not** be used for stipends, as defined in the HHS Grants Policy Statement (GPS).
- Cost of Promotional items are **generally unallowable**. However, the exception would be for program outreach, and other specific purposes necessary to meet the requirements, goals, and objectives of the federal grant award.

Indirect Costs: Indirect costs are not applicable to this award.

Matching Funds Requirement: The required level of non-federal participation for the Drug Free Communities Grant Program is \$125,000.

Matching is generally calculated on the basis of the federal award amount and is comprised of recipient contributions proposed to support anticipated costs of the project during a specific budget period (confirmation of the existence of funding is supplied by the recipient via their Federal Financial Report). The recipient must be able to account separately for stewardship of the federal funding and for any required matching; it is subject to monitoring, oversight, and audit. The recipient may not use matching expenditures to count toward any Maintaining State Funding requirement.

When a recipient requests a carryover of unobligated funds from prior year(s), matching funds equal to the new requirement must be on record in the CDC grant file, or the recipient must provide evidence with the carryover request.

The recipient must receive and expend non-Federal matching funds as required in the NOFO and the Drug-Free Communities Act. In-kind support (i.e., donations, volunteer time, etc.) may also be used to satisfy the match requirement. The table below indicates the percentage of match required for DFC grant recipients in each year of the grant.

Grant Year	Matching Requirement
1-6	100%
7-8	125%
9-10	150%

REPORTING REQUIREMENTS

Semi-Annual Progress Reports and Core Measures Data: All DFC Recipients

Semi-Annual Progress Reports for all FY 2021 DFC Grant recipients are due on the following dates:

- February 2022
- August 2022

DFC recipients must submit their Final programmatic report through the DFC Me system (<https://dfcme.ondcp.eop.gov/>). For more information on the DFC Me system, please contact the DFC National Evaluation Team at dfc_evaluators@icf.com.

Core Measures Data

DFC recipients are required to provide core measures data every two years, via the DFC Me system, on the following core measures for alcohol, tobacco, marijuana, and (illicit) use of prescription drugs for three grades (6th-12th) with a recommended combination of at least one middle school grade and at least one high school grade:

1. Past 30-day use
2. Perception of risk or harm
3. Perception of parental disapproval of use
4. Perception of peer disapproval of use

Year 6 Recipients

Year 6 recipients who received continuous funding between Years 5 and 6 will remain on the core measure reporting schedule established in the first five years of DFC funding.

Year 6 recipients who have not had sequential years of DFC funding will need to speak with the DFC National Evaluation Team to determine when to report core measures. Please contact the DFC National Evaluation Team at dfc_evaluators@icf.com for more information.

Required Disclosures for Federal Awardee Performance and Integrity Information System

(FAPIS): Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the CDC, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the CDC and to the HHS OIG at the following addresses:

CDC, Office of Grants Services
Tonya M. Jenkins, Grants Management Specialist
Centers for Disease Control and Prevention
Branch 5 Supporting Chronic Diseases and Injury Prevention
Email: pjo6@cdc.gov (Include "Mandatory Grant Disclosures" in subject line)

AND

U.S. Department of Health and Human Services
Office of the Inspector General
ATTN: Mandatory Grant Disclosures, Intake Coordinator
330 Independence Avenue, SW
Cohen Building, Room 5527
Washington, DC 20201

Fax: (202)-205-0604 (Include "Mandatory Grant Disclosures" in subject line) or
Email: MandatoryGranteeDisclosures@oig.hhs.gov

Recipients must include this mandatory disclosure requirement in all subawards and contracts under this award.

Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371. Remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 and 376, and 31 U.S.C. 3321).

CDC is required to report any termination of a federal award prior to the end of the period of performance due to material failure to comply with the terms and conditions of this award in the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS). (45 CFR 75.372(b)) CDC must also notify the recipient if the federal award is terminated for failure to comply with the federal statutes, regulations, or terms and conditions of the federal award. (45 CFR 75.373(b))

PROGRAM OR FUNDING GENERAL REQUIREMENTS

Drug-Free Communities (DFC) Program: The Drug-Free Communities (DFC) Support Program was established under the Drug-Free Communities Act of 1997, P.L. 105-20. The purpose of DFC funding is to address two major goals: 1) establish and strengthen collaboration among communities, public and private non-profit agencies, and Federal, state, local and tribal governments to support the efforts of community coalitions, and 2) reduce substance use among youth and, over time, among adults.

The DFC Program is funded and directed by the Office of National Drug Control Policy (ONDCP) and partners with the Centers for Disease Control and Prevention (CDC) for day-to-day management. While responsibility rests with the recipient for achieving the primary goals of the program, CDC shall monitor and provide continuing technical assistance, consultation, and coordination in the execution of the project during the funding period. You can find additional details about the support available to you as a recipient on the DFC Me (Management and Evaluation) system's Learning Center at <https://dfcme.ondcp.eop.gov/>.

Recipient Roles and Responsibilities: For the purposes of the DFC Program, a recipient is either a coalition that has received a grant or is an outside agent that is serving as the grant award recipient on behalf of a community coalition. The following Statutory Eligibility Requirements must be met each year while the coalition is funded by the DFC Program.

The Statutory Eligibility Requirements pertain to all DFC-funded coalitions. If you are the recipient for a coalition, you are responsible for ensuring all eligibility criteria are met by the coalition.

The recipient must continue to meet the Statutory Eligibility Requirements, as required by the original Funding Opportunity Announcement and the Drug-Free Communities Act during each year of funding.

- The coalition must have at least one representative from the required 12 sectors, as outlined in the NOFO and the Drug-Free Communities Act of 1997;
- The coalition must maintain meeting minutes that demonstrates it is a unique entity that has substantial involvement from its members and is working toward to the two goals of the DFC Program;
- The coalition must address multiple (more than one) drugs in its annual 12-Month Action Plan for each year of funding;
- The coalition must have as its principal mission the reduction of youth substance use;
- The coalition has not received 10 years of DFC funding;
- The coalition must provide data every two years on the following core measures for alcohol, tobacco, marijuana, and prescription drugs for three grades (6th-12th):
 - o Past 30-day use;
 - o Perception of risk or harm;
 - o Perception of parental disapproval of use; and
 - o Perception of peer disapproval of use
- The recipient must be an entity eligible to receive Federal funds;
- The recipient must not request more than **\$125,000** per year;
- The recipient must document non-Federal match as defined in the DFC Act; and
- The recipient can only be awarded one DFC grant at a time.

Other Requirements for all DFC Recipients (coalitions or outside agents)

- The recipient must continue implementing the specific goals and objectives outlined in their approved application for DFC funding;
- The recipient must develop a funding plan that ensures (1) the required match of requested Federal funds and (2) to solicit substantial financial support from non-Federal sources for sustainability purposes;
- The recipient's key personnel is the Program Director and Project Coordinator, of the DFC-funded coalition must participate in the DFC Me (Management and Evaluation) system. (<https://dfcme.ondcp.eop.gov/>);
- The recipient is expected to use the Strategic Prevention Framework (SPF), a five step evidence based process for community planning and decision making; and,
- The recipient must plan and implement a comprehensive 12-Month Action Plan inclusive of the Seven Strategies for Community Change.

Requirements for Recipients in Year 3 and 7

- The coalition must submit via the DFC Me system a Strategic Plan for Sustainability with the February Progress Report in Years 3 and 7 of DFC funding.

DFC Management and Evaluation (DFC Me) System

DFC Me is ONDCP's new interactive system designed to improve communication and help your coalition better manage its DFC grant requirements. DFC Me is also your one-stop shop for submitting Semi-Annual Progress Reports, sharing best practices, receiving the latest program and training updates, and the ability to request technical assistance.

The Program Director and Project Coordinator of the DFC-funded coalition must participate in the DFC Me system (<https://dfcme.ondcp.eop.gov/>), so that they receive information from ONDCP DFC Staff on a regular basis. This includes submitting contact information for each of the required 12 sector representatives. Key Personnel should discuss the use of the DFC Me system with sector members chosen to represent each sector, so that they understand their role in distribution of information sent to them. Information sent to specific sectors will always be sent to the Key Personnel.

DFC-funded coalitions will receive additional information on the DFC Me system via email from their assigned DFC PO. For more information on the DFC Me system, please contact the DFC National Evaluation Team at dfc_evaluators@icf.com.

Award Expectations and Noncompliance

The eligibility and program requirements originally outlined in the NOFO must continue to be adhered to as the funded project is implemented. Recipients must comply with the performance goals, milestones, outcomes, and performance data collection as reflected in the NOFO and related policy and guidance, as well as the certifications and assurances submitted with the award application.

Failure to meet any one of these requirements is considered non-compliance with program and grant regulations. If for any reason you do not comply with the applicable terms, conditions, rules and regulations, or deadlines for the DFC Program, your grant will be subject to the Progressive Discipline and Appeals Process. There are three progressive discipline actions that can be taken: 1) Addition of special terms or conditions, 2) Suspension, and 3) Termination.

Failure to comply with Special Terms and Conditions may also result in a financial drawdown restriction on your Payment Management System account or denial of funding in the future. Additional terms and/or conditions may also be applied to this award if outstanding financial or programmatic compliance issues are identified by Centers for Disease Control and Prevention (CDC).

Corrective Action Plan (CAP)

When requested by the DFC PO, the recipient must develop a Corrective Action Plan (CAP) and complete the approved plan within the designated timeframe designated by the DFC PO. The Corrective Action Plan must be designed to address potential or identified deficiencies in performance and/or in the conditions contributing or causing the identified unsatisfactory performance. Failure to submit a responsive CAP may result in a determination of non-compliance with program and grant regulations and the addition of special terms or conditions to the award.

PAYMENT INFORMATION

The HHS Office of the Inspector General (OIG) maintains a toll-free number (1-800-HHS-TIPS [1-800-447-8477]) for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. Information also may be submitted by e-mail to hhstips@oig.hhs.gov or by mail to Office of the Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington DC 20201. Such reports are treated as sensitive material and submitters may decline to give their names if they choose to remain anonymous.

For additional information and/or to obtain your agency point of contact at the PMS, see, <https://pms.psc.gov/find-pms-liaison-accountant.html>

Payment Management System Subaccount: Funds awarded in support of approved activities have been obligated in a subaccount in the PMS, herein identified as the "P Account". Funds must be used in support of approved activities in the NOFO and the approved application.

The grant document number identified beginning on the bottom of Page 2 of the Notice of Award must be known in order to draw down funds.

PROGRAM OR FUNDING SPECIFIC CLOSEOUT REQUIREMENTS**Closeout Requirements (applicable to the final year of the DFC grant)**

The final programmatic report format required is the following.

Final Performance Progress and Evaluation Report: This report should include the information specified in the NOFO and is submitted 90 days following the end of the period of performance via www.grantsolutions.gov. At a minimum, the report will include the following:

- Statement of progress made toward the achievement of originally stated aims.
- Description of results (positive or negative) considered significant.
- List of publications resulting from the project, with plans, if any, for further publication.

Additional guidance may be provided by the GMS and found at: <https://www.cdc.gov/grants/already-have-grant/index.html>.

CDC Staff Contacts

Grants Management Specialist: The GMS is the federal staff member responsible for the day-to-day management of grants and cooperative agreements. The GMS is the primary contact of recipients for business and administrative matters pertinent to grant awards.

GMS Contact:

Tonya M. Jenkins, Grants Management Specialist
Centers for Disease Control and Prevention
Branch 5 Supporting Chronic Diseases and Injury Prevention
Office of Grant Services (OGS)
Office of Financial Resources (OFR)
Telephone: 404-498-2399
Email: pjo6@cdc.gov

Program/Project Officer: The PO is the federal official responsible for monitoring the programmatic, scientific, and/or technical aspects of grants and cooperative agreements, as well as contributing to the effort of the award under cooperative agreements.

Programmatic Contact:

Tracey Hardy, Project Officer
Centers for Disease Control and Prevention
NCIPC/ DOP/ DFC
Telephone: 770-488-5394
Email: tjh0@cdc.gov

Grants Management Officer: The GMO is the federal official responsible for the business and other non-programmatic aspects of grant awards. The GMO is the only official authorized to obligate federal funds and is responsible for signing the NoA, including revisions to the NoA that change the terms and conditions. The GMO serves as the counterpart to the business officer of the recipient organization.

GMO Contact:

Valencia Williams, Grants Management Officer
Centers for Disease Control and Prevention
Branch 5 Supporting Chronic Diseases and Injury Prevention
Office of Grant Services (OGS)
Office of Financial Resources (OFR)
Telephone: 404-498-3620
Email: yyr1@cdc.gov

Nicollet County Board of Commissioners
Board Meeting Agenda Item



Agenda Item: Consider Prioritized Bridge Replacement List Resolution	
Primary Originating Division/Dept.: Public Works-Highway Contact: Seth Greenwood, P.E. Title: PWD/Co. Eng. Amount of Time Requested 5 minutes Presenter: Seth Greenwood, P.E. Title: PWD/Co. Eng.	Meeting Date: 09/28/2021 Item Type: Regular Agenda (Select One) Attachments: ☒ Yes ☐ No
County Strategy: Facilities and Space - preserve, maintain and build our assets (Select One)	
BACKGROUND/JUSTIFICATION: A County Board approved prioritized bridge replacement list resolution is required before we are able request State bridge funds to replace bridges on Nicollet County's deficient bridge list. Nicollet County's bridge list includes bridges (structures with a span of 10ft or great) on the County State Aid Highway, County Road, and Township road systems.	
Supporting Documents: ☒ Attached ☐ In Signature Folder ☐ None	
Prior Board Action Taken on this Agenda Item: ☒ Yes ☐ No If "yes", when? (provide year; mm/dd/yy if known)	
Approved by County Attorney's Office: ☐ Yes ☐ No ☒ N/A	
ACTION REQUESTED: Approve resolution.	
FISCAL IMPACT: Other (Select One) If "Other", specify FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:	FUNDING County Dollars = Grant (Select One) Total



PRIORITIZED BRIDGE REPLACEMENT LIST RESOLUTION



WHEREAS, Nicollet County has determined that the following deficient bridges on the CSAH, County Road and Township systems are a high priority and require replacement or rehabilitation within the next five (5) years, and

WHEREAS, Local roads play an essential role in the overall state transportation network and local bridges are a critical component of the local road systems, and

WHEREAS, State support for the replacement or rehabilitation of local bridges is crucial to maintain the integrity of the local road systems, and

NOW, THEREFORE BE IT RESOLVED that the following deficient bridges are high priority and Nicollet County intends to replace, rehabilitate, or remove these bridges as soon as possible when funds are available,

Bridge No.	Road No.	Estimated Total Costs	Town or State Bridge Funds	Local or State Aid Funds	Bond Funds Needed	Local Planning Index	Proposed Const. Year
52J23	Kerns Drive	\$424,000	\$404,000	\$20,000		N/A	2022
L7156	Old River Bluff Road (Twsp 198)	\$250,000	\$230,000	\$20,000		45	2023

FURTHERMORE, Nicollet County does hereby request authorization to replace, rehabilitate, or remove such bridges; and

FURTHERMORE, Nicollet County does hereby request financial assistance with eligible approach grading and engineering costs on township bridges, as provided by law.

Dated this 28th day of September, 2021.

Terry Morrow, Chair
Nicollet County Board of Commissioners

ATTEST:

Mandy Landkamer
County Administrator and Clerk to the Board

Nicollet County Board of Commissioners
Board Meeting Agenda Item



Agenda Item:	
Consider Cooperative Construction Agreement for SAP 052-599-027	
Primary Originating Division/Dept.: Public Works-Highway Contact: Seth Greenwood, P.E. Title: PWD/Co. Eng. Amount of Time Requested 10 minutes Presenter: Seth Greenwood, P.E. Title: PWD/Co. Eng.	Meeting Date: 09/28/2021 Item Type: Regular Agenda (Select One) Attachments: ☒ Yes ☐ No
County Strategy: Facilities and Space - preserve, maintain and build our assets (Select One)	
BACKGROUND/JUSTIFICATION: Nicollet County oversees the replacement of deficient bridges on the CSAH, County Road, and Township Road systems. Belgrade Township has a failing culvert crossing on Kerns Drive. This culvert crossing isn't currently on the County's bridge inventory but the anticipated replacement structure would meet the definition of a "bridge" and therefore eligible for utilization of State Township Bridge Funds or State Bond Funds to help with the construction of the new structure and then inclusion on the County's bridge inventory. Attached is a cooperative construction agreement for SAP 052-599-027 that establishes the roles and responsibilities (including financial) of Nicollet County and Belgrade Township. Belgrade Township has already approved the agreement at their September 14, 2021 meeting.	
Supporting Documents: ☒ Attached ☐ In Signature Folder ☐ None	
Prior Board Action Taken on this Agenda Item: ☒ Yes ☐ No If "yes", when? (provide year; mm/dd/yy if known)	
Approved by County Attorney's Office: ☐ Yes ☐ No ☒ N/A	
ACTION REQUESTED: Approve cooperative construction agreement for SAP 052-599-027.	
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
All costs associated with this project along with any costs incurred by the County will be	



**AGREEMENT FOR CONSTRUCTION OF BRIDGE 52J23
BETWEEN NICOLLET COUNTY & BELGRADE
TOWNSHIP**



This agreement is hereby made between the County of Nicollet and Belgrade Township for replacing Kerns Drive Culverts, located on Kerns Drive in Section 6, T108N, R27W with Bridge 52J23.

Nicollet County shall serve as Belgrade Township's professional representative in all administrative and engineering phases of this project except those specifically identified in this agreement and will give consultation and advice to Belgrade Township during the performance of the service. In conjunction with these services, Nicollet County may enter into a separate agreement with a Consulting Engineering Firm for some or all portions of the project. The Consulting Firm's Engineering Agreement is understood to be a part of this agreement, and shall become effective upon execution of this document by both Nicollet County and Belgrade Township.

Nicollet County and/or a Consulting Engineering Firm will prepare preliminary plans and cost estimates for this bridge replacement project as the design phase of this agreement.

Nicollet County and/or a Consulting Engineering Firm will carry out the construction phase of this project, which includes but is not limited to: final construction plans and specifications, proposal preparation, preparation of bid documents, bid letting, contract award, and project inspection.

Belgrade Township will reimburse Nicollet County for all administrative and engineering costs incurred in the performance of this agreement. Further, Belgrade Township will reimburse Nicollet County for the portion of the project not financed by "Town Bridge" funds, "Minnesota State Transportation Funds" (Bridge Bonding Funds), or any other state/federal funds. These non-participating items will include, but not limited to: the removal of the present structure, the grading of the approach roadways, right-of-way acquisition, and engineering services.

Belgrade Township shall be responsible for preparing all right-of-way and temporary easement documents and acquiring all permanent right-of-way and temporary access and construction easements needed to construct this project. Belgrade Township shall also be responsible for securing alternate access for residents affected by this project during construction of the new structure.

Belgrade Township Officers

Nicollet County Board of Commissioners

Cheryl Michaels

Chairperson

Chairperson-Terry Morrow

Jan M. Antredt

Clerk

County Administrator-Mandy Landkamer

9/14/2021

Date

Date

Nicollet County Board of Commissioners
Board Meeting Agenda Item



Agenda Item:						
Consider Consultant Work Order for SAP 052-599-027						
Primary Originating Division/Dept.: Public Works-Highway Contact: Seth Greenwood, P.E. Title: PWD/Co. Eng. Amount of Time Requested 10 minutes Presenter: Seth Greenwood, P.E. Title: PWD/Co. Eng.	Meeting Date: 09/28/2021 Item Type: Regular Agenda (Select One) Attachments: ☒ Yes ☐ No					
County Strategy: Facilities and Space - preserve, maintain and build our assets (Select One)						
BACKGROUND/JUSTIFICATION: Nicollet County oversees the replacement of deficient bridges on the CSAH, County Road, and Township Road systems. Belgrade Township has a failing culvert on Kerns Drive. This crossing isn't currently on the County's bridge inventory but the anticipated replacement structure would meet the definition of a "bridge" and therefore eligible for utilization of State Township Bridge Funds or State bonds funds to help with construction of the new structure and then inclusion on the County's bridge inventory. Attached is a work order for engineering services for Stonebrooke Engineering to develop plans, specifications, and permitting for the replacement structure. Costs for these engineering services will be covered by a combination of State Township Bridge Funds and Belgrade Township funds.						
Supporting Documents: ☒ Attached ☐ In Signature Folder ☐ None						
Prior Board Action Taken on this Agenda Item: ☒ Yes ☐ No If "yes", when? (provide year; mm/dd/yy if known)						
Approved by County Attorney's Office: ☐ Yes ☐ No ☒ N/A						
ACTION REQUESTED: Approved attached engineering services work order and authorize the Public Works Director to sign the work order.						
FISCAL IMPACT: Other (Select One) If "Other", specify	FUNDING County Dollars = <table style="width: 100%;"> <tr> <td style="width: 50%;">Other</td> <td style="width: 50%; text-align: right;">\$63,458.00</td> </tr> <tr> <td>(Select One)</td> <td></td> </tr> </table>		Other	\$63,458.00	(Select One)	
Other	\$63,458.00					
(Select One)						
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:	Total \$63,458.00					



MASTER CLIENT AGREEMENT WORK ORDER

Whereas, Nicollet County (the “Client”) and Stonebrooke Engineering, Inc. (“Stonebrooke”) have entered into a Master Client Agreement, dated December 1, 2015 (the “Agreement”), which is intended to include the services set forth in this Work Order. The terms and conditions of the Agreement are hereby incorporated by reference herein.

Date of this Work Order: August 27, 2021

Project Information:

Project Name: Belgrade Township Culvert Replacement

Project Owner: Nicollet County

Project No.: SAP 052-599-027

Contract Time:

The Date of Commencement of the services set forth in this Work Order is September 23, 2021. The services shall be Substantially Complete no later than December 31, 2022.



Contract Sum

The total compensation paid by Client to Stonebrooke for the Work set forth in this Work Order shall be an amount NOT TO EXCEED: \$63,458.00, which sum includes reimbursable expenses and all applicable taxes.

Scope of Work

Client has requested and Stonebrooke has agreed to provide the following Work:

Engineering services as identified in the attached cost proposal (Exhibit A).

In accordance with the Agreement, Stonebrooke shall not perform any services beyond those set forth in this Work Order unless Client expressly authorizes such additional services in advance in writing.

List Attachments, such as Plans, Drawings and Specifications, if any:

Exhibit A

The terms of this Work Order are Agreed to and Accepted by:

“Stonebrooke”

“Client”

STONEBROOKE ENGINEERING, INC.

Nicollet County Public Works

Signature

Signature

Print Name

Print Name

Title

Title

Federal ID Number

EXHIBIT A

CLIENT: PROJECT: CONSULTANT:		Nicolalet County Belgrade Township Culvert Replacement Stonebrooke Engineering, Inc.										
	Project Manager	Project Engineer	Design Engineer	Water Resources Engineer	Sr Engineering Tech	Bridge Manager	Bridge Engineer	Bridge Technician	One-Person Survey Crew	Survey Manager	Total Hours	Total Cost
Task No.	Work Task Description											
TASK 1.0	26	0	0	0	0	0	0	0	0	0	26	\$5,018.00
TASK 2.0	1	1	0	0	0	0	0	0	40	10	52	\$7,684.00
TASK 3.0	18	1	0	12	2	0	0	0	0	0	33	\$5,059.00
TASK 4.0	1	0	14	0	0	0	0	0	0	0	15	\$1,565.00
TASK 5.0	0	0	0	0	0	8	20	55	0	0	83	\$9,879.00
TASK 6.0	1	0	0	19	0	1	0	0	0	0	21	\$2,340.00
TASK 7.0	14	70	64	25	36	0	0	0	0	0	209	\$24,505.00
TASK 8.0	2	0	0	22	0	0	0	0	0	0	24	\$2,608.00
	63	72	78	78	38	9	20	55	40	10	463	
	\$193.00`	\$121.00	\$98.00	\$101.00	\$126.00	\$228.00	\$103.00	\$109.00	\$150.00	\$137.00		
	\$12,159.00	\$8,712.00	\$7,644.00	\$7,878.00	\$4,788.00	\$2,052.00	\$2,060.00	\$5,995.00	\$6,000.00	\$1,370.00		\$58,658.00
EXPENSES (printing, plan set, mileage, etc.)												
Subconsultant (Midwest Natural Resources - Wetland Delineation)												
TOTAL PROJECT FEE												
\$63,458.00												

DETAILED FEE ESTIMATE
ESTIMATED PERSON-HOURS AND FEES
Belgrade Township Culvert Replacement
Nicollet County

CLIENT:		Nicollet County										
PROJECT:		Belgrade Township Culvert Replacement										
CONSULTANT:		Stonebrooke Engineering, Inc.										
Task No.	Work Task Description	Project Manager	Project Engineer	Design Engineer	Water Resources Engineer	Sr Engineering Tech	Bridge Manager	Bridge Engineer	Bridge Technician	One-Person Survey Crew	Survey Manager	Totals
TASK 1.0												
1.01	General Coordination and Admin (includes coordination with BMI on R/W)	26										26
	SUBTOTAL HOURS - TASK 1.0	26	0	0	0	0	0	0	0	0	0	26
TASK 2.0												
2.01	Topographic and Utility Survey of grading and roadway area	1	1							40	2	44
2.02	GSOC Request, organize maps, ensure utilities drawn in correctly										4	4
2.03	Process Field Data, Create Existing Terrain Model, and Update Design Files										4	4
	SUBTOTAL HOURS - TASK 2.0	1	1	0	0	0	0	0	0	40	10	52
TASK 3.0												
ENVIRONMENTAL												
3.01	Wetland Delineations & Report - Coordination with Subconsultant	1	1									2
3.02	TEP Meeting	5				2						7
3.03	DNR Coordination, assume one site meeting	12			12							24
	SUBTOTAL HOURS - TASK 3.0	18	1	0	12	2	0	0	0	0	0	33
TASK 4.0												
UTILITY IDENTIFICATION AND COORDINATION												
4.01	Utility Coordination Meetings (assume 1)	1		6								6
4.02	Coordination With Utility Owners	1	0	8								9
	SUBTOTAL HOURS - TASK 4.0	1	0	14	0	0	0	0	0	0	0	15
TASK 5.0												
FINAL DESIGN - BRIDGE PLANS												
5.01	Box Culvert Plans						8	20	55			83
	SUBTOTAL HOURS - TASK 5.0	0	0	0	0	0	8	20	55	0	0	83
TASK 6.0												
STORMWATER MANAGEMENT AND HYDRAULICS EVALUATION												
6.01	Hydraulic Analysis and Risk Assessment	1			13		1					15
6.02	Hydraulics Report in MnDOT Acceptable Format				6							6
	SUBTOTAL HOURS - TASK 6.0	1	0	0	19	0	1	0	0	0	0	21

DETAILED FEE ESTIMATE
ESTIMATED PERSON-HOURS AND FEES
Belgrade Township Culvert Replacement
 Nicollet County

CLIENT:		Nicollet County										
PROJECT:		Belgrade Township Culvert Replacement										
CONSULTANT:		Stonebrooke Engineering, Inc.										
Task No.	Work Task Description	Project Manager	Project Engineer	Design Engineer	Water Resources Engineer	Sr Engineering Tech	Bridge Manager	Bridge Engineer	Bridge Technician	One-Person Survey Crew	Survey Manager	Totals
TASK 7.0		FINAL DESIGN - REMAINDER OF PLAN SET										
7.01	Title Sheet		1			2						3
7.02	Statement of Estimated Quantities/Typical Section Sheet		6			2						8
7.03	Construction Plan/Profile Sheet		2	6		12						20
7.04	Inplace Topo/Removal Sheet		1	3		4						8
7.05	Grading Plan		2		20	2						24
7.06	Traffic Control (assume very simple with resident access through Golf Crse)		2			6						8
7.07	Earthwork Summary		3	8		6						11
7.08	Turf Establishment and Erosion Control Plan		2									5
7.09	SWPPP				5							5
7.10	Cross Sections (assume 25 cross sections)		6	25		2						33
7.11	Plan QC	8										8
7.12	Specification/Project Manual	5	35									40
7.13	Cost Estimate		4	4								8
7.14	Roadway Design and Model - Following State Aid Standards	1	6	18								25
	SUBTOTAL HOURS - TASK 7.0	14	70	64	25	36	0	0	0	0	0	209
TASK 8.0		PERMITS AND APPROVALS										
8.01	Joint Application	1			14							15
8.02	DNR - MPARS	1			8							9
	SUBTOTAL HOURS - TASK 8.0	2	0	0	22	0	0	0	0	0	0	24

Nicollet County Board of Commissioners
Board Meeting Agenda Item



Agenda Item:

Consider Amendment #1 to MnDOT Agreement No. 1045974 and Resolution

Primary Originating Division/Dept.: Public Works/Highway

Meeting Date: 09/28/2021

Contact: Seth Greenwood, P.E. Title: PWD/Co. Eng.

Item Type: Regular Agenda
(Select One)

Amount of Time Requested 10 minutes

Presenter: Seth Greenwood, P.E. Title: PWD/Co. Eng.

Attachments: ☒ Yes ☐ No

County Strategy: Facilities and Space - preserve, maintain and build our assets
(Select One)

BACKGROUND/JUSTIFICATION:

The attached Amendment #1 to MnDOT Agreement No. 1045974 and resolution provides for the reimbursement of Preliminary Engineering (PE) services that the County will need to develop the permanent repair project to address the slope failure and stability issues on CSAH 21 along the MN River near CSAH 14. Since this is a Federal Disaster project the County is eligible for 80% of these preliminary engineering services costs to be reimbursed using federal disaster funds. The remaining 20% is anticipated to be covered by either State Aid Disaster Account funds or MN State Emergency Disaster Funds (HSEM).

The original agreement was approved at the February 9, 2021 Board meeting and was based upon estimated preliminary engineering costs identified in the original FHWA Detailed Damage Inspection Report (DDIR). Since then, preliminary engineering costs have been better defined and the FHWA DDIR updated and approved noting the increased preliminary engineering costs.



Supporting Documents: ☒ Attached ☐ In Signature Folder ☐ None

Prior Board Action Taken on this Agenda Item: ☒ Yes ☐ No

If "yes", when? (provide year; mm/dd/yy if known)

Approved by County Attorney's Office: ☐ Yes ☐ No ☒ N/A

ACTION REQUESTED:

Approve Amendment #1 to MnDOT Agreement No. 1045974 and resolution.

FISCAL IMPACT: NOT in current budget
(Select One)

FUNDING
County Dollars = \$41,800

If "Other", specify

Federal \$167,200
(Select One)

FTE IMPACT: No FTE change
(Select One)

Total \$209,000

If "Increase or "Decrease" specify:

Related Financial/FTE Comments:

80% Federal/20% Combination of State Aid Disaster or State Emergency Disaster Funds

AMENDMENT # 1 TO MnDOT CONTRACT #: 1045974.

Contract Start Date:	<u>02/25/2021</u>	Original Contract Amount:	<u>\$140,000.00</u>
Orig. Contract Exp. Date:	<u>02/25/2026</u>	Prev. Amendment(s) Total:	<u>NA</u>
Amended Exp. Date	<u>NA</u>	Current Amendment Amount:	<u>\$69,000.00</u>
		Current Contract Total	<u>\$209,000.00</u>

Project Identification :	<u>Preliminary engineering for MN20-1 ER event located on CSAH 21</u>		
State Project (SP):	<u>052-621-029</u>	Route Name	<u>CSAH 21</u>
Federal Project #	<u>ER MN20(400)</u>		

This amendment is by and between the State of Minnesota, through its Commissioner of Transportation ("MnDOT") and Nicollet County ("Local Government").

Recitals

The MnDOT has a contract with the Local Government identified as MnDOT Contract No. 1045974 ("Original Contract") to act as Agent of the Local Government for the receipt and disbursement of federal funds. This agreement provides payment of federal funds for Preliminary Engineering for the project which needs to be upgraded with Emergency Relief funds.

The contract is being amended due to the increase in costs from the estimated amount in the prior agreement. This contract is being amended to better reflect the actual cost of the work that needs to be completed.

The MnDOT and the Local Government are willing to amend the Original Contract as stated below.

Contract Amendment

In this Amendment deleted contract terms will be ~~struck out~~ and the added contract terms will be underlined.

REVISION 1. Article 6. "**Payment**" is amended as follows:

6.1 The estimated cost of the Preliminary Engineering is ~~\$140,000~~ \$209,000.

6.1.1. It is anticipated that 80% (up to ~~\$112,000~~ \$167,200) of the cost of the Preliminary Engineering is to be paid from federal funds made available by the FHWA, and that the remaining 20% shall be paid by the Local Government. The Local Government will pay any part of the cost or expense of the work that the FHWA does not pay.

REVISION 2. Article 6. "**Payment**" is amended as follows:

6.1.6. For costs expected to exceed ~~\$140,000~~ \$209,000, the Local Government must request the preparation and execution of a supplement to this agreement, prior to incurring such costs.

The terms of the Original Contract are expressly reaffirmed and are incorporated by reference. Except as amended herein, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect.

[THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK.]

NICOLLET COUNTY

Nicollet County certifies that the appropriate person(s) have executed the Amendment on behalf of County as required by applicable articles, bylaw or resolutions.

By: _____

Title: County Board Chair

Date: 09/28/2021

By: _____

Title: County Administrator

Date: 09/28/2021

DEPARTMENT OF TRANSPORTATION

Individual certifies that the applicable provisions of Minnesota Statutes §16C.08 subdivisions 2 and 3 are reaffirmed

By: _____

Title: Director
State Aid for Local Transportation

Date: _____

OFFICE OF FINANCIAL MANAGEMENT – GRANT UNIT

By: _____

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____

Date: _____



RESOLUTION



BE IT RESOLVED, that pursuant to Minnesota Stat. Sec. 161.36, the Commissioner of Transportation be appointed as Agent of Nicollet County to accept as its agent, federal aid funds which may be made available for eligible transportation related projects.

BE IT FURTHER RESOLVED, the Nicollet County Board Chair and the Nicollet County Administrator are hereby authorized and directed for and on behalf of Nicollet County to execute and enter into an agreement with the Commissioner of Transportation prescribing the terms and conditions of said federal aid participation as set forth and contained in "Minnesota Department of Transportation Amendment #1 To MnDOT Contract #1045974", a copy of which said agreement was before the Nicollet County Board and which is made a part hereof by reference.

CERTIFICATION

I hereby certify that the foregoing Resolution is a true and correct copy of the Resolution presented to and adopted by the Nicollet County Board at a duly authorized meeting thereof held on the 28th day of September, 2021, as shown by the minutes of said meeting in my possession.

Mandy Landkamer
County Administrator and Clerk to the Board

Subscribed and sworn to before me this 28th day of September, 2021.

Notary Public_____

My Commission Expires_____

Notary Stamp

Nicollet County Board of Commissioners
Board Meeting Agenda Item



Agenda Item:		
Consider Snow and Ice Removal Agreement with City of New Ulm		
Primary Originating Division/Dept.: Public Works-Highway	Meeting Date: 09/28/2021	
Contact: Seth Greenwood, P.E. Title: PWD/Co. Eng.	Item Type: Regular Agenda (Select One)	
Amount of Time Requested 5 minutes		
Presenter: Seth Greenwood, P.E. Title: PWD/Co. Eng.	Attachments: ☒ Yes ☐ No	
County Strategy: Facilities and Space - preserve, maintain and build our assets (Select One)		
BACKGROUND/JUSTIFICATION: This agreement provides reimbursement to the City of New Ulm to perform snow and ice removal services on CSAH 37 for December 2021 and January through March 2022 at a rate of \$520/month.		
Supporting Documents: ☒ Attached ☐ In Signature Folder ☐ None		
Prior Board Action Taken on this Agenda Item: ☒ Yes ☐ No		
If "yes", when? (provide year; mm/dd/yy if known)		
Approved by County Attorney's Office: ☐ Yes ☐ No ☒ N/A		
ACTION REQUESTED:		
Approve the attached Snow Removal Agreement		
FISCAL IMPACT: Included in current budget (Select One) If "Other", specify	FUNDING County Dollars = \$2,080 Grant (Select One)	
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:	Total	\$2,080

SNOW REMOVAL AGREEMENT

THIS AGREEMENT, entered into the 12th day of October, 2021, by and between the County of Nicollet, State of Minnesota, and the City of New Ulm, County of Brown, State of Minnesota.

In order to facilitate the snow removal and the sanding that may be necessary due to icy conditions on the Nicollet County State Aid Highway No. 37 extending from the east end of Bridge No. 08520 in the City of New Ulm, to the junction of T.H. 14. The County of Nicollet, through its duly authorized officials, and the City of New Ulm, through its duly authorized officials do agree as follows:

1. The City of New Ulm will undertake, on the above described road, snow and sanding operations, in case of icing conditions, and so far as possible, within its means, keep said road open to vehicle traffic for winter driving.

2. For the agreement on the part of the City of New Ulm to maintain snow removal and ice control on the above described road, the County of Nicollet agrees to pay the City of New Ulm the sum of Five Hundred Twenty and no/100 dollars (\$520.00) per month for the months of December, 2021 and January, February and March, 2022. Lump sum payment to be made after agreement is fully executed by both parties. The County of Nicollet further agrees to pay and reimburse the City of New Ulm any reasonable sum for highway maintenance for the therein described road, should severe highway conditions be created due to unusually heavy falls of snow or icy conditions causing the City of New Ulm to incur substantial extra expenses in carrying out the maintenance of the above described road.

WITNESSED:

COUNTY OF NICOLLET

By _____
Chairperson of County Board

By _____
County Administrator

WITNESSED:

CITY OF NEW ULM

By _____
City Manager

By _____
City Finance Director

Nicollet County Board of Commissioners
Board Meeting Agenda Item



Agenda Item: Consider new Tobacco License		
Primary Originating Division/Dept.: Public Services	Meeting Date: 09/28/2021	
Contact: Jaci Kopet Title: Public Services	Item Type: Regular Agenda (Select One)	
Amount of Time Requested 5 minutes		
Presenter: Jaci Kopet Title: Public Services	Attachments: ☒ Yes ☐ No	
County Strategy: Programs and Services - deliver value-added quality services (Select One)		
BACKGROUND/JUSTIFICATION: I will be asking the board to consider approval of a tobacco license for DG Retail, LLC, DBA Dollar General Store in Nicollet. This would be a mid-year license effective the date of board approval - June 30, 2022. Please see the attached document for details		
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 tobacco license		
FISCAL IMPACT: Other (Select One) If "Other", specify	FUNDING County Dollars = Other (Select One)	
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:	Total	



ADDITION

**LISTING OF RETAILERS THAT SELL TOBACCO
PRODUCTS IN NICOLLET COUNTY
JULY 1, 2021 – JUNE 30, 2022**

NAME

LICENSE FEE

DG Retail, LLC
DBA Dollar General Store #21884
440 9th St.
Nicollet, MN 56074

\$100.00

OFFICIAL PROCEEDINGS OF THE
NICOLLET COUNTY DRAINAGE AUTHORITY
SEPTEMBER 14, 2021

The Nicollet County Drainage Authority met in regular session on Tuesday, September 14, 2021 at 10:00 a.m. with Chair Morrow presiding. Commissioners Marie Dranttel, John Luepke, Jack Kolars, and Denny Kemp were present. Also present were 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 Dranttel and seconded by Commissioner Kemp to approve the consent agenda items as follows: approval of the August 24, 2021 Drainage Authority minutes. Motion carried with all voting in favor.

Public Hearing for Ditch Cleanings on CD32A and CD82

At 10:00 a.m. Chair Morrow opened the Public Hearing for Ditch Cleanings on CD32A and CD82.

CD32A

Ditch Inspector Nate Henry provided opening remarks on the requests for the clean out on portions of CD32A. Chair Morrow opened the public comment portion of the meeting at 10:02 a.m. With no public comments Chair Morrow closed the public hearing at 10:03 a.m.

Motion by Commissioner Dranttel and seconded by Commissioner Kemp to approve the clean out, as requested, for CD32A. Motion carried 4-0-1 with Commissioner Luepke abstaining.

CD82

Ditch Inspector Nate Henry provided opening remarks on the requests for the clean out on portions of CD82. Chair Morrow opened the public comment portion of the meeting at 10:15 a.m.

Kevin Johnson, landowner on CD82, appeared before the Board to address his concerns on the removal of trees located on his portion of CD82.

Byron Norell, landowner on CD82, appeared before the Board to also address his concerns on the removal of trees in the ditch.

Blake Webster, landowner CD82, appeared before the Board to share his support for the cleaning and shared his concerns on the varying maps. Ditch Inspector Henry noted that the variation in the maps has resulted due to the redeterminations for CD82 that is currently happening. Public Services Manager Kopet directed Mr. Webster

Kevin Johnson, landowner on CD82, reappeared before the Board to formally withdraw his ditch cleaning request.

Byron Norell, landowner on CD82, reappeared before the Board to also formally withdraw his request to clean the ditch.

Carl Johnson, landowner on CD82, appeared before the Board to bring his concerns in regards to CD82.

With no further public comments Chair Morrow closed the public hearing at 10:47 a.m.

At 10:50 a.m. Chair Morrow called for a brief recess to allow for clarification on costs.

At 10:54 a.m. Chair Morrow called the meeting back to order. Ditch Inspector Henry provided an estimate of \$20,000 to provide clarification on questions raised by Commissioners and landowners.

Chair Morrow invited the petitioners forward to share any concerns in light of additional information provided by Ditch Inspector Henry.

Kevin Johnson, landowner on CD82, took the opportunity provided by Chair Morrow and appeared before the Board to share his support for cleaning the ditch, but requests additional time to gather additional information on costs.

Motion by Commissioner Kolars and seconded by Commissioner Dranttel to approve the clean out, as presented, for CD82. Motion carried with all voting in favor.

Public Hearing for CD86A – Levy and Financing for Improvement Report

At 11:12 a.m. Chair Morrow opened the public hearing on CD86A in regards to levy and financing for improvement report. Public Services Manager Kopet provided opening remarks.

At 11:17 a.m. Chair Morrow opened the public comment portion of the meeting.

Tim Gieseke, landowner on CD86A, appeared before the Board to note that this is a unique system and raise questions on payments and redeterminations of benefits in respect to the uniqueness of this system. Manager Kopet provided clarification on questions raised by Mr. Gieseke.

Kevin Alrich, landowner on CD86A, appeared before the Board to request the detailed breakout for the total cost of the project. Manager Kopet will provided as requested.

Mr. Gieseke reappeared before the Board to confirm that electricity abd operational costs are not included in the project.

With no further comment, Chair Morrow closed the public comment portion of the hearing at 11:35 a.m.

Motion by Commissioner Kemp and seconded by Commissioner Dranttel to approve the Findings of Fact and Order for CD82, with note that title, Before the Nicollet Sibley Joint Drainage Authority, will be corrected to read, Before the Nicollet County Drainage Authority. Motion carried 4-0-1 with Commissioner Luepke abstaining.

Consider Findings for Approved Redeterminations for CD13A, CD29A, CD33A, CD48A, and CD51A

Public Services Manager, Jaci Kopet, provided opening remarks in regards to the Findings for Approved Redeterminations for CD13A, CD29A, CD33A, CD48A, and CD51A.

CD13A

Motion by Commissioner Dranttel and seconded by Commissioner Kolars to approve the Findings of Fact and Order for CD13A as presented. Motion carried with all voting in favor.

CD29A

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

CD33A

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

CD48A

Motion by Commissioner Luepke and seconded by Commissioner Kolars to approve the Findings of Fact and Order for CD48A as presented. Commissioner Kemp noted that CD48A Findings of Fact and Order documentation were not included in the board packet, as

CD33A Findings of Fact were duplicated. Chair Morrow called to postpone the approval of CD48A. Commissioner Kemp moved and Commissioner Luepke seconded the motion to postpone the approval of the Findings of Fact and Order for CD48A until the regularly scheduled Board meeting on September 28, 2021. Motion carried with all voting in favor.

CD51A

Motion by Commissioner Kemp and seconded by Commissioner Dranttel to approve the Findings of Fact and Order for CD51A as presented. Motion carried with all voting in favor.

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 11:47 a.m.

TERRY MORROW, CHAIR
BOARD OF COMMISSIONERS

ATTEST:

MANDY LANDKAMER
CLERK TO THE BOARD

OFFICIAL PROCEEDINGS OF THE
NICOLLET COUNTY DRAINAGE AUTHORITY
September 21, 2021

The Nicollet County Drainage Authority met in special session on Tuesday, September 21, 2021 at 11:03 a.m. with Chair Terry Morrow presiding. Commissioners Marie Dranttel, Jack Kolars, Denny Kemp and John Luepke were present. Also present were County Administrator Mandy Landkamer, Recording Secretary Abigail Lewis and County Attorney Michelle Zehnder Fischer.

At 11:03 a.m., Chair Morrow called the meeting to order.

Closed Meeting
County Ditch 62A Improvement Project

At 11:04 a.m. Chair Morrow moved to a closed session of the Drainage Authority, as permitted under Minnesota Statute §13D.05, Subdivision 3(b), to discuss litigation regarding the improvement project on Nicollet County Ditch 62A. Individuals attending the closed meeting were: Commissioners Denny Kemp, Marie Dranttel, Terry Morrow, Jack Kolars and John Luepke; County Attorney Michelle Zehnder Fischer; County Administrator Mandy Landkamer, County Engineer Seth Greenwood; Ditch Inspector Nate Henry, Property and Public Services Director Jaci Kopet and Attorney Roger Justin.

The Drainage Authority meeting came out of closed session at 12:01 p.m.

Motion by Commissioner Kemp and seconded by Commissioner Luepke to adjourn the meeting. Motion carried with all voting in favor. The meeting adjourned at 12:01 p.m.

TERRY MORROW, CHAIR
BOARD OF COMMISSIONERS

ATTEST:

MANDY LANDKAMER
CLERK TO THE BOARD

NICOLLET
COUNTY EST. 1853

Agenda Item: Continued Public Hearing for Redetermination of Benefits for CD 4A		
Primary Originating Division/Dept.: Public Services		Meeting Date: 09/28/2021
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: A public hearing was held on August 24, 2021 at 10:00 am for the acceptance of the redetermination for CD4A. At that meeting new information was brought forward that could possible change the benefits. Therefore, the drainage authority recessed the meeting to September 28, 2021 at 10:00 am for the viewers to review the benefits. Mark Behrends, the lead viewer, will be in attendance to present the CD4A and discuss any changes that were made. Landowners were notified by mail of this meeting on September 14, 2021		
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 the new benefits for CD4A.		
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: Related Financial/FTE Comments:		Total

Nicollet County Drainage
Authority Meeting
Agenda Item



Agenda Item:

Consider Findings for Approved Redeterminations for CD48A

Primary Originating Division/Dept.: Public Services

Meeting Date: 09/28/2021

Contact: Jaci Kopet

Title: Public Services Manager

Item Type: Regular Agenda
(Select One)

Amount of Time Requested 5 minutes

Presenter: Jaci Kopet

Title: Public Services Manager

Attachments: ☒ Yes ☐ No

County Strategy: Programs and Services - deliver value-added quality services
(Select One)

BACKGROUND/JUSTIFICATION:

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

Attached are Findings of Fact and Order 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

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. 48A

Findings of Fact and Order
Regarding Redetermination of Benefits
For Nicollet County Ditch No. 48A

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. 48A.
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 48A.
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 28, 2021

Terry Morrow
Chairperson of Drainage Authority

Attest: Mandy Landkamer,
County Administrator

Exhibit A

NICOLLET COUNTY CD-48A REDETERMINATION OF BENEFITS AUGUST 24, 2021 (FINAL)

Name And Address Of Owner	Parcel #	Description	Deeded Acres	Benefitted Acres	Amount Benefitted	% Of total Benefits	R.O.W. Grass Strip Easement Cropland Acres 100%	R.O.W. Grass Strip Easement Trees or Nonbenefitted Acres 10%	R.O.W. Grass Strip Easement Nonbenefitted Damages 10%	Construction R.O.W. Easement Acres 5%	Construction R.O.W. Easement Damages 5%	Total Easement Damages	Estimated Easement Assessment
GRANDBY TOWNSHIP - SECTION 2													
10-110-028													
COMPART, KAYE L 39895 STATE HWY 111 NICOLLET, MN 56074	05 002.0205	SW1/4 NW1/4 BORDER	40.00	12.30	\$7,241	1.0941%							\$678
COMPART, KAYE L 39895 STATE HWY 111 NICOLLET, MN 56074	05 002.0205	SE1/4 NW1/4 EX 14.63 AC BORDER	25.37	6.92	\$5,298	0.8005%	0.21	\$1,378		0.77	\$253	\$1,630	\$496
C & D FINISHING LLP 39895 STATE HWY 111 NICOLLET, MN 56074	05 002.0210	SE1/4 NW1/4 14.63 AC IN BORDER	14.63	8.90	\$8,169	1.2342%	0.29	\$1,902		1.08	\$354	\$2,257	\$765
THOMPSON, KIMBERLY 40642 441ST AVE NICOLLET, MN 56074	05 002.0400	S1/2 SW1/4 NE1/4 BORDER	20.00	15.30	\$11,036	1.6673%							\$1,034
THOMPSON, KIMBERLY 40642 441ST AVE NICOLLET, MN 56074	05 002.0400	S1/2 SW1/4 NE1/4 TILED IN	20.00	4.70	\$1,513	0.2286%							\$142
THOMPSON, KIMBERLY 40642 441ST AVE NICOLLET, MN 56074	05 002.0400	S1/2 SE1/4 NE1/4 BORDER	20.00	4.00	\$1,325	0.2002%							\$124
COMPART, LOUIS E & MARCELLA M REVOCABLE TRUST 40877 455TH AVE NICOLLET, MN 56074	05 002.0500	NW1/4 SW1/4	40.00	37.95	\$33,327	5.0351%	1.00	\$6,560		3.70	\$1,214	\$7,774	\$3,122
COMPARTS BOAR STORE INC 44796 400TH ST NICOLLET, MN 56074	05 002.0600	NE1/4 SW1/4 1.2 AC IN	1.20	1.20	\$694	0.1048%							\$65
COMPARTS BOAR STORE INC 44796 400TH ST NICOLLET, MN 56074	05 002.0600	SE1/4 SW1/4 .8 AC IN	0.80	0.80	\$649	0.0980%							\$61
COMPARTS BOAR STORE INC 44796 400TH ST NICOLLET, MN 56074	05 002.0600	NW1/4 SE1/4 6.67 AC IN	6.67	6.67	\$5,107	0.7715%							\$478
COMPARTS BOAR STORE INC 44796 400TH ST NICOLLET, MN 56074	05 002.0600	NE1/4 SE1/4 .5 AC IN BORDER	0.50	0.15	\$113	0.0171%							\$11
COMPARTS BOAR STORE INC 44796 400TH ST NICOLLET, MN 56074	05 002.0600	SW1/4 SE1/4 5.46 AC IN	5.46	5.46	\$2,974	0.4493%							\$279
COMPARTS BOAR STORE INC 44796 400TH ST NICOLLET, MN 56074	05 002.0605	NW1/4 SE1/4 EXCEPT 9.38 AC	30.62	30.62	\$24,536	3.7070%							\$2,298
BAKER, HEIDI N 7034 DAMAR ESTATES SAINT PETER MN 56082	05 002.0610	SW1/4 SW1/4	40.00	38.93	\$31,735	4.7945%	1.28	\$8,397		4.75	\$1,558	\$9,955	\$2,973
BAKER, HEIDI N 7034 DAMAR ESTATES SAINT PETER MN 56082	05 002.0615	NE1/4 SW1/4 EXCEPT 1.2 AC	38.80	37.44	\$29,834	4.5073%	1.00	\$6,560		3.70	\$1,214	\$7,774	\$2,795
COMPART, DEAN M 39895 STATE HWY 111 NICOLLET, MN 56074	05 002.0620	SE1/4 SW1/4 EXCEPT .8 AC SW1/4 SE1/4	39.20	39.20	\$30,770	4.6488%							\$2,882
COMPART, DEAN M 39895 STATE HWY 111 NICOLLET, MN 56074	05 002.0620	BORDER	34.54	14.74	\$9,245	1.3967%							\$866

NICOLLET COUNTY CD-48A REDETERMINATION OF BENEFITS AUGUST 24, 2021 (FINAL)

Name And Address Of Owner	Parcel #	Description	Deeded Acres	Benefited Acres	Amount Benefited	% Of total Benefits	R.O.W. Grass Strip Easement Cropland Acres 100%	R.O.W. Grass Strip Easement Trees or Nonbenefited Acres 10%	R.O.W. Grass Strip Easement Nonbenefited Damages 10%	Construction Easement Acres 5%	Construction R.O.W. Easement Damages 5%	Total Easement Damages	Estimated Easement Assessment
THOMPSON, KIMBERLY 40542 441ST AVE NICOLLET, MN 56074	05.002.0700	NE1/4 SE1/4 EX .50 AC BORDER	39.50	14.10	\$3,841	0.5804%							\$360
PRAIRIE LINKS LLP 45198 400TH ST NICOLLET, MN 56074	05.002.0805	NW1/4 SE1/4 2.71 AC IN	2.71	2.71	\$2,006	0.3030%							\$189
GRANDBY TOWNSHIP - SECTION 3													
COMPART, LOUIS E & MARCELLA M REVOCABLE TRUST 40877 455TH AVE NICOLLET, MN 56074	05.003.0400	NE1/4 SW1/4 BORDER	40.00	18.60	\$10,183	1.5384%							\$954
COMPART, LOUIS E & MARCELLA M REVOCABLE TRUST 40877 455TH AVE NICOLLET, MN 56074	05.003.0400	SW1/4 SE1/4 BORDER	40.00	25.25	\$18,981	2.8677%							\$1,778
COMPART, LOUIS E & MARCELLA M REVOCABLE TRUST 40877 455TH AVE NICOLLET, MN 56074	05.003.0400	SE1/4 SE1/4 BORDER	40.00	39.37	\$30,036	4.5379%	0.31	\$2,034		1.16	\$380	\$2,414	\$2,813
GRANDBY TOWNSHIP - SECTION 10													
COMPART, LOUIS E & MARCELLA M REVOCABLE TRUST 40877 455TH AVE NICOLLET, MN 56074	05.010.0200	SE1/4 NW1/4 BORDER	40.00	3.00	\$946	0.1429%							\$89
FORBROOK, JOHN 41806 490TH ST NORTH MANKATO, MN 56003-9014	05.010.0300	NW1/4 NE1/4	40.00	39.00	\$25,968	3.9232%							\$2,432
FORBROOK, JOHN 41806 490TH ST NORTH MANKATO, MN 56003-9014	05.010.0300	NE1/4 NE1/4	40.00	39.61	\$27,457	4.1483%	0.28	\$1,837		1.05	\$344	\$2,181	\$2,572
FORBROOK, JOHN 41806 490TH ST NORTH MANKATO, MN 56003-9014	05.010.0300	SW1/4 NE1/4	40.00	39.00	\$24,648	3.7239%							\$2,309
FORBROOK, JOHN 41806 490TH ST NORTH MANKATO, MN 56003-9014	05.010.0300	SE1/4 NE1/4	40.00	39.32	\$30,576	4.6194%	0.50	\$3,280		1.85	\$607	\$3,887	\$2,864
KROHN, JOHN A 40788 465TH AVE NICOLLET, MN 56074-4294	05.010.0500	SW1/4 SW1/4 EX .27 A BORDER	39.73	0.15	\$9	0.0013%							\$1
FORBROOK, ETTA LYN 41806 490TH ST NORTH MANKATO, MN 56003	05.010.0505	SE1/4 SW1/4 EX .3 AC BORDER	39.70	21.28	\$1,349	0.2039%							\$126
WILKING, JUDITH A 11866 451ST AVE NICOLLET, MN 56074	05.010.0705	NE1/4 SE1/4 EX 15.78 AC	24.22	22.55	\$14,222	2.1487%	0.42	\$2,755		1.54	\$505	\$3,260	\$1,332
WILKING, JUDITH A 11866 451ST AVE NICOLLET, MN 56074	05.010.0805	NE1/4 SE1/4 .5 AC IN	0.50	0.28	\$16	0.0024%							\$2
WILKING, JUDITH A 11866 451ST AVE NICOLLET, MN 56074	05.010.0805	SW1/4 SE1/4 1.5 AC IN	1.50	1.50	\$119	0.0180%							\$11
WILKING, JUDITH A 11866 451ST AVE NICOLLET, MN 56074	05.010.0805	SE1/4 SE1/4 EX 5.22 AC BORDER	34.78	34.26	\$2,667	0.4029%							\$250
WILKING, LARRY L 41896 451ST AVE NICOLLET, MN 56074	05.010.0810	SE1/4 SE1/4 2.50 AC IN BORDER	2.50	2.20	\$119	0.0180%							\$11

NICOLLET COUNTY CD-48A REDETERMINATION OF BENEFITS AUGUST 24, 2021 (FINAL)

Name And Address Of Owner	Parcel #	Description	Deeded Acres	Benefited Acres	Amount Benefited	% Of total Benefits	R.O.W. Grass Strip Easement Cropland Acres 100%	R.O.W. Grass Strip Easement Trees or Nonbenefited Acres 10%	R.O.W. Grass Strip Easement Damages 10%	Construction R.O.W. Easement Acres 5%	Construction R.O.W. Easement Damages 5%	Total Easement Damages	Estimated Easement Assessment
WILKING, LARRY L 41896 451ST AVE NICOLLET, MN 56074	05.010.0815	NW1/4 SE1/4 EX 1.56A BORDER	38.44	36.92	\$19,959	3.0154%							\$1,870
WILKING, LARRY L 41896 451ST AVE NICOLLET, MN 56074	05.010.0815	NE1/4 SE1/4 13.05 AC IN	13.05	12.45	\$7,852	1.1863%							\$736
WILKING, LARRY L & MARLENE H WILKING 41869 451ST AVE NICOLLET, MN 56074	05.010.0820	NW1/4 SE1/4 1.81 AC IN	1.81	0.00	\$0	0.0000%							\$0
WILKING, LARRY L & MARLENE H WILKING 41869 451ST AVE NICOLLET, MN 56074	05.010.0820	SW1/4 SE1/4 EX 3.81 AC BORDER	36.39	32.39	\$2,821	0.4263%							\$264
WILKING, JASON & JESSICA A WILKING 41836 451ST AVE NICOLLET, MN 56074	05.010.0825	NE1/4 SE1/4 1.5 AC IN	1.50	0.84	\$33	0.0049%							\$3
WILKING, JASON & JESSICA A WILKING 41836 451ST AVE NICOLLET, MN 56074	05.010.0825	SE1/4 SE1/4 2.55 AC IN	2.55	2.25	\$87	0.0131%							\$8
WILKING, JUDITH A 41866 451ST AVE NICOLLET, MN 56074	05.010.0830	SW1/4 SE1/4 6 AC IN	0.60	0.00	\$0	0.0000%							\$0
WILKING, LARRY L & MARLENE H WILKING 41869 451ST AVE NICOLLET, MN 56074	05.010.0835	SE1/4 SE1/4 .09 AC IN	0.09	0.09	\$8	0.0013%							\$1
GRANDBY TOWNSHIP - SECTION 11													
HAVEMEIER, WAYNE E & SHELLEY R HAVEMEIER 41230 441ST AVE NICOLLET, MN 56074	05.011.0100	NW1/4 NW1/4	40.00	39.09	\$33,609	5.0776%	0.66			2.45	\$804	\$5,133	\$3,148
HAVEMEIER, WAYNE E & SHELLEY R HAVEMEIER 41230 441ST AVE NICOLLET, MN 56074	05.011.0100	NE1/4 NW1/4	40.00	40.00	\$27,603	4.1703%							\$2,586
HAVEMEIER, WAYNE E & SHELLEY R HAVEMEIER 41230 441ST AVE NICOLLET, MN 56074	05.011.0100	NW1/4 NE1/4 BORDER	40.00	20.00	\$1,489	0.2249%							\$139
HAVEMEIER, WAYNE E & SHELLEY R HAVEMEIER 41230 441ST AVE NICOLLET, MN 56074	05.011.0100	NE1/4 NE1/4 EX 3.67 AC BORDER	36.67	16.25	\$1,476	0.2230%							\$138
HAVEMEIER, WAYNE E 41230 441ST AVE NICOLLET, MN 56074	05.011.0110	NE1/4 NE1/4 3.67 AC IN	3.67	3.37	\$206	0.0311%							\$19
POTTER, DANA A & CATHERINE M POTTER 702 ASH ST PO BOX 461 NICOLLET, MN 56074-0461	05.011.0200	SE1/4 NW1/4	40.00	40.00	\$25,314	3.8245%							\$2,371
POTTER, DANA A & CATHERINE M POTTER 702 ASH ST PO BOX 461 NICOLLET, MN 56074-0461	05.011.0200	SW1/4 NE1/4 1.26 AC IN	1.26	1.26	\$473	0.0715%							\$44
POTTER, DANA A & CATHERINE M POTTER 702 ASH ST PO BOX 461 NICOLLET, MN 56074-0461	05.011.0200	NW1/4 SE1/4 1.09 AC IN	1.09	1.03	\$776	0.1173%							\$73
HAVEMEIER, DARLENE 44858 FORT ROAD NICOLLET, MN 56074	05.011.0300	SW1/4 NW1/4	40.00	39.32	\$23,249	3.5125%	0.50			1.85	\$607	\$3,887	\$2,178
HAVEMEIER, DARLENE 44858 FORT ROAD NICOLLET, MN 56074	05.011.0300	NW1/4 SW1/4 EX 9 AC	39.10	36.78	\$21,071	3.1834%	0.59			2.17	\$712	\$4,582	\$1,974
HAVEMEIER, DARLENE 44858 FORT ROAD NICOLLET, MN 56074	05.011.0300	NE1/4 SW1/4 EX 2.2 AC	37.80	36.28	\$15,705	2.3727%							\$1,471

NICOLLET COUNTY CD-48A REDETERMINATION OF BENEFITS AUGUST 24, 2021 (FINAL)

Name And Address Of Owner	Parcel #	Description	Deeded Acres	Benefited Acres	Amount Benefited	% Of total Benefits	R.O.W. Grass Strip Easement Cropland Acres 100%	R.O.W. Grass Strip Easement Trees or Nonbenefited Damages 10%	Construction R.O.W. Easement Acres 5%	Construction R.O.W. Easement Damages 5%	Total Easement Damages	Estimated Easement Assessment
MN DNR & REAL ESTATE MANAGEMENT* 500 LAFAYETTE RD SAINT PAUL, MN 55155-4030	05.011.0305	SE1/4 SW1/4 2.2 AC IN	2.20	2.20	\$161	0.0243%						\$15
MN DNR & REAL ESTATE MANAGEMENT* 500 LAFAYETTE RD SAINT PAUL, MN 55155-4030	05.011.0305	SW1/4 SE1/4 8.73 AC IN	8.73	8.73	\$637	0.0963%						\$60
MN DNR & REAL ESTATE MANAGEMENT* 500 LAFAYETTE RD SAINT PAUL, MN 55155-4030	05.011.0350	NE1/4 SW1/4 .74 AC IN	0.74	0.11	\$8	0.0012%						\$1
MN DNR & REAL ESTATE MANAGEMENT* 500 LAFAYETTE RD SAINT PAUL, MN 55155-4030	05.011.0350	N1/2 SW1/4 SW1/4	20.00	19.03	\$1,389	0.2099%		0.28			\$184	\$130
MN DNR & REAL ESTATE MANAGEMENT* 500 LAFAYETTE RD SAINT PAUL, MN 55155-4030	05.011.0350	SE1/4 SW1/4 EX 2.2 AC	37.80	36.66	\$2,676	0.4043%		1.06			\$695	\$251
DORN EUGENE R REVOCABLE TRUST 42113 451ST AVE NICOLLET, MN 56074	05.011.0400	S1/2 SW1/4 SW1/4	20.00	19.50	\$1,631	0.2464%						\$153
MICHEL, JOSEPH H 19528 612TH AVE LITCHFIELD, MN 55355	05.011.0500	SE1/4 NE1/4 EX 7.50 AC	32.50	31.50	\$5,634	0.8512%						\$528
MICHEL, JOSEPH H 19528 612TH AVE LITCHFIELD, MN 55355	05.011.0500	NW1/4 SE1/4 1.0 AC IN	1.00	0.24	\$0	0.0000%						\$0
MICHEL, JOSEPH H 19528 612TH AVE LITCHFIELD, MN 55355	05.011.0500	NE1/4 SE1/4 EX 7.50 AC	32.50	31.50	\$7,526	1.1371%						\$705
MICHEL, JOSEPH H 19528 612TH AVE LITCHFIELD, MN 55355	05.011.0500	SW1/4 SE1/4 EX 9.77 AC	30.23	28.92	\$142	0.0215%						\$13
MICHEL, JOSEPH H 19528 612TH AVE LITCHFIELD, MN 55355	05.011.0500	SE1/4 SE1/4 EX 1.5 AC	38.50	36.64	\$950	0.1435%						\$89
POTTER, DANA & CATHERINE POTTER PO BOX 461 NICOLLET, MN 56074	05.011.0505	SW1/4 NE1/4 EX 1.26 AC	38.74	38.74	\$6,207	0.9378%						\$581
POTTER, DANA & CATHERINE POTTER PO BOX 461 NICOLLET, MN 56074	05.011.0505	SE1/4 NE1/4 7.50 AC IN	7.50	7.50	\$1,204	0.1819%						\$113
POTTER, DANA & CATHERINE POTTER PO BOX 461 NICOLLET, MN 56074	05.011.0505	NW1/4 SE1/4 EX 2.09 AC	37.91	37.36	\$7,647	1.1553%						\$716
POTTER, DANA & CATHERINE POTTER PO BOX 461 NICOLLET, MN 56074	05.011.0505	NE1/4 SE1/4 7.50 AC IN	7.50	7.50	\$1,640	0.2477%						\$154
POTTER, DANA & CATHERINE POTTER PO BOX 461 NICOLLET, MN 56074	05.011.0505	SW1/4 SE1/4 2.50 AC IN	2.50	1.33	\$359	0.0543%						\$34
POTTER, DANA & CATHERINE POTTER PO BOX 461 NICOLLET, MN 56074	05.011.0505	SE1/4 SE1/4 1.50 AC IN	1.50	1.16	\$314	0.0474%						\$29

NICOLLET COUNTY CD-48A REDETERMINATION OF BENEFITS AUGUST 24, 2021 (FINAL)

Name And Address Of Owner	Parcel #	Description	Deeded Acres	Benefited Acres	Amount Benefited	% Of total Benefits	R.O.W. Grass Strip Easement Cropland Acres 100%	R.O.W. Grass Strip Easement Trees or Nonbenefited Acres 10%	R.O.W. Grass Strip Easement Nonbenefited Damages 10%	Construction R.O.W. Easement Acres 5%	Construction R.O.W. Easement Damages 5%	Total Easement Damages	Estimated Easement Assessment
GRANDBY TOWNSHIP - SECTION 12													
12-110-028													
WEBER, KARL J & GARY M WEBER 45005 438TH LN NICOLLET, MN 56074	05.012.0900	SW1/4 SW1/4 EXCEPT .78 AC BORDER	39.22	7.90	\$608	0.0919%							\$57
GRANDBY TOWNSHIP - SECTION 13													
13-110-028													
PAYNE, SHIRLEY 42768 FORT ROAD SAINT PETER, MN 56082	05.013.0100	NW1/4 NW1/4 FRACTION BORDER	39.89	8.80	\$515	0.0778%							\$48
PAYNE, SHIRLEY 42768 FORT ROAD SAINT PETER, MN 56082	05.013.0100	SW1/4 NW1/4 EX 14.9 AC BORDER	25.10	6.50	\$376	0.0588%							\$35
GRANDBY TOWNSHIP - SECTION 14													
14-110-028													
MICHELIS, JOSEPH H 19526 612TH AVE LITCHFIELD, MN 55355	05.011.0500	NW1/4 NE1/4	5.37	5.37	\$0	0.0000%							\$0
MICHELIS, JOSEPH H 19526 612TH AVE LITCHFIELD, MN 55355	05.011.0500	NE1/4 NE1/4 2.0 AC IN	2.00	2.00	\$0	0.0000%							\$0
MN DNR & REAL ESTATE MANAGEMENT 500 LAFAYETTE RD SAINT PAUL, MN 55155-4030	05.014.0111	NW1/4 NW1/4 3.29 AC IN	3.29	3.29	\$240	0.0353%							\$22
MN DNR & REAL ESTATE MANAGEMENT 500 LAFAYETTE RD SAINT PAUL, MN 55155-4030	05.014.0111	NE1/4 NW1/4 EX 3.11 AC	36.89	36.89	\$2,683	0.4089%							\$252
MN DNR & REAL ESTATE MANAGEMENT 500 LAFAYETTE RD SAINT PAUL, MN 55155-4030	05.014.0111	NW1/4 NE1/4 17.3 AC IN	17.30	17.30	\$1,263	0.1908%							\$118
DORN, EUGENE R REVOCABLE TRUST 42113 451ST AVE NICOLLET, MN 56074	05.014.0215	NW1/4 NW1/4 10 AC IN	10.00	9.35	\$613	0.0925%							\$57
DORN, EUGENE R REVOCABLE TRUST 42113 451ST AVE NICOLLET, MN 56074	05.014.0217	NW1/4 NW1/4 EX 15.34 AC	24.66	24.32	\$298	0.0450%							\$28
DORN, EUGENE R REVOCABLE TRUST 42113 451ST AVE NICOLLET, MN 56074	05.014.0220	NW1/4 NW1/4 1.50 AC IN	1.50	1.50	\$109	0.0165%							\$10
DORN, EUGENE R REVOCABLE TRUST 42113 451ST AVE NICOLLET, MN 56074	05.014.0220	NE1/4 NW1/4 3.11 AC IN	3.11	3.11	\$158	0.0238%							\$15
DORN, EUGENE R REVOCABLE TRUST 42113 451ST AVE NICOLLET, MN 56074	05.014.0220	SW1/4 NW1/4	40.00	38.00	\$3,046	0.4602%							\$285
DORN, EUGENE R REVOCABLE TRUST 42113 451ST AVE NICOLLET, MN 56074	05.014.0220	SE1/4 NW1/4 EXCEPT .8 AC	39.20	39.20	\$3,270	0.4941%							\$306
PAYNE, SHIRLEY 42768 FORT ROAD SAINT PETER, MN 56082	05.014.0300	NW1/4 NE1/4 4.02 AC IN	4.02	4.02	\$0	0.0000%			\$0			\$0	\$0
PAYNE, SHIRLEY 42768 FORT ROAD SAINT PETER, MN 56082	05.014.0300	NE1/4 NE1/4 EX 1 AC	39.90	39.90	\$436	0.0659%							\$41
PAYNE, SHIRLEY 42768 FORT ROAD SAINT PETER, MN 56082	05.014.0300	SE1/4 NE1/4 .8 AC IN	0.80	0.80	\$0	0.0000%							\$0
MN DNR & REAL ESTATE MANAGEMENT 500 LAFAYETTE RD SAINT PAUL, MN 55155-4030	05.014.0400	SE1/4 NW1/4 .8 AC IN	0.80	0.80	\$58	0.0088%							\$5
MN DNR & REAL ESTATE MANAGEMENT 500 LAFAYETTE RD SAINT PAUL, MN 55155-4030	05.014.0400	NW1/4 NE1/4 13.31 AC IN	13.31	13.31	\$972	0.1488%							\$91

NICOLLET COUNTY CD-48A. REDETERMINATION OF BENEFITS AUGUST 24, 2021 (FINAL)

Name And Address Of Owner	Parcel #	Description	Deeded Acres	Benefited Acres	Amount Benefited	% Of total Benefits	R.O.W. Grass Strip Easement Cropland Damages 100%	R.O.W. Grass Strip Easement Trees or Nonbenefited Acres 10%	R.O.W. Grass Strip Easement Nonbenefited Damages 10%	Construction R.O.W. Easement Acres 5%	Construction R.O.W. Easement Damages 5%	Total Easement Damages	Estimated Easement Assessment
MN DNR & REAL ESTATE MANAGEMENT 500 LAFAYETTE RD SAINT PAUL, MN 55155-4030	05.014.0400	NE1/4 NE1/4 1 AC IN	0.10	0.10	\$7	0.0011%							\$1
MN DNR & REAL ESTATE MANAGEMENT 500 LAFAYETTE RD SAINT PAUL, MN 55155-4030	05.014.0400	SW1/4 NE1/4 SE1/4 NE1/4 EX 14.0 AC BORDER	40.00	40.00	\$2,920	0.4412%		0.77	\$505			\$505	\$274
MN DNR & REAL ESTATE MANAGEMENT 500 LAFAYETTE RD SAINT PAUL, MN 55155-4030	05.014.0400	NE1/4 SW1/4 26.0 AC IN BORDER	26.00	21.00	\$1,533	0.2316%							\$144
MN DNR & REAL ESTATE MANAGEMENT 500 LAFAYETTE RD SAINT PAUL, MN 55155-4030	05.014.0400	NW1/4 SE1/4 21.0 AC IN BORDER	21.00	6.00	\$438	0.0562%							\$41
MN DNR & REAL ESTATE MANAGEMENT 500 LAFAYETTE RD SAINT PAUL, MN 55155-4030	05.014.0400	NE1/4 SE1/4 2.0 AC IN BORDER	2.00	1.50	\$110	0.0165%		0.36	\$236			\$236	\$82
WEBER, KARL J & GARY M WEBER 45005 438TH LN NICOLLET, MN 56074	05.014.0505	NE1/4 SW1/4 14.0 AC IN BORDER	14.00	2.10	\$189	0.0286%							\$10
GRANDBY TOWNSHIP - SECTION 15													
KROHN, WARREN & RACHEL REV TRUSTS 41781 465TH AVE NICOLLET, MN 56074	05.015.0515	NW1/4 NE1/4 BORDER	40.00	19.20	\$1,481	0.2238%							\$139
KROHN, WARREN & RACHEL REV TRUSTS 41781 465TH AVE NICOLLET, MN 56074	05.015.0515	NE1/4 NE1/4 EX 2.51 AC	37.49	36.99	\$2,949	0.4455%							\$276
KROHN, WARREN & RACHEL REV TRUSTS 41781 465TH AVE NICOLLET, MN 56074	05.015.0515	SW1/4 NE1/4 Except 11.20 AC BORDER	28.80	7.00	\$502	0.0758%							\$47
KROHN, WARREN & RACHEL REV TRUSTS 41781 465TH AVE NICOLLET, MN 56074	05.015.0515	SE1/4 NE1/4 EXCEPT 4.68 AC BORDER	35.32	29.48	\$2,365	0.3574%							\$222
WAKEFIELD PORK INC 410 MAIN AVE E DAYLORD, MN 55334	05.015.0520	SW1/4 NE1/4 11.20 AC IN BORDER	11.20	0.60	\$38	0.0057%							\$4

NICOLLET COUNTY CD-48A REDETERMINATION OF BENEFITS AUGUST 24, 2021 (FINAL)

Name And Address Of Owner	Parcel #	Description	Deeded Acres	Benefited Acres	Amount Benefited	% Of total Benefits	R.O.W. Grass Strip Easement Cropland Damages 100%	R.O.W. Grass Strip Easement Trees or Nonbenefited Acres 10%	R.O.W. Grass Strip Easement Trees or Nonbenefited Damages 10%	Construction Easement Acres 5%	Construction R.O.W. Easement Damages 5%	Total Easement Damages	Estimated Easement Assessment
WAKEFIELD PORK INC 410 MAIN AVE E GAYLORD, MN 55334	05.015.0520	SE1/4 NE1/4 4.68 AC IN BORDER	4.68	4.42	\$416	0.0629%							\$39
LAND TOTAL													
				1,717.16	\$645,042	97.4539%	7.04	\$45,182	\$1,620	26.07	\$8,551	\$56,354	\$60,421

ROADS

NICOLLET COUNTY PUBLIC WORKS ATT: SETH GREENWOOD 1700 SUNRISE DRIVE SAINT PETER, MN 56082		CSAH 5 PAVED-WIDE		18.70	\$11,977	1.8096%							\$1,122
GRANBY TOWNSHIP CLERK BOB WILLS 41156 465TH AVENUE NICOLLET, MN 56074		441ST AVENUE GRAVEL		2.50	\$1,281	0.1935%							\$120
GRANBY TOWNSHIP CLERK BOB WILLS 41156 465TH AVENUE NICOLLET, MN 56074		451ST AVENUE GRAVEL		6.10	\$1,340	0.2024%							\$125
GRANBY TOWNSHIP CLERK BOB WILLS 41156 465TH AVENUE NICOLLET, MN 56074		455TH AVENUE GRAVEL		4.40	\$2,255	0.3406%							\$211
ROAD TOTAL				31.70	\$16,852	2.5461%	0.00	\$0	\$0	0.00	\$0	\$0	\$1,579

LAND AND ROAD TOTAL

				1,748.86	\$661,894	100.0000%	7.04	\$45,182	\$1,620	26.07	\$8,551	\$56,354	\$62,000
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Nicollet County CD-48A will have a 1.0% outlet benefit into Nicollet County CD-4A.
1.0% of all expense on CD-4A will be paid by the benefited landowners of CD-48A.

Nicollet County Drainage
Authority Meeting
Agenda Item



Agenda Item: Consider Order to Approve Redeterminations for CD39		
Primary Originating Division/Dept.: Public Services Contact: Jaci Kopet Title: Public Services Manager Amount of Time Requested 5 minutes Presenter: Jaci Kopet Title: Public Services Manager	Meeting Date: 09/28/2021 Item Type: Regular Agenda (Select One) Attachments: ☒ Yes ☐ No	
County Strategy: Programs and Services - deliver value-added quality services (Select One)		
BACKGROUND/JUSTIFICATION: Attached is a Findings of Facts and Orders regarding the redeterminations on CD39 for your consideration. The order will appoint Mark Behrends, Robert Hansen, Kendall Langseth, John Thompson, and Bruce Ness as the viewers and Jones, Hauge, & Smith Engineering firm to determine the watersheds		
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 of Facts and Orders for CD39		
FISCAL IMPACT: Other (Select One) If "Other", specify FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:	FUNDING Drainage Authority Dollars = Grant (Select One) Total	

BEFORE THE NICOLLET COUNTY BOARD OF COMMISSIONERS,
ACTING AS DRAINAGE AUTHORITY FOR NICOLLET COUNTY DITCH #39

Findings of Fact and
Order For Redetermination of Benefits

WHEREAS, the Nicollet County Board of Commissioners, acting as Drainage Authority for Nicollet County Ditch #39, has been informed that a redetermination of benefits for Nicollet County Ditch #39 would be desirable; and

WHEREAS, based on the information received, the Nicollet County Board of Commissioners, as Drainage Authority for Nicollet County Ditch #39, hereby finds that the original benefits and damages determined in the drainage proceedings do not reflect reasonable, present day values; and/or

WHEREAS, based on the information received, the Nicollet County Board of Commissioners, as Drainage Authority for Nicollet County Ditch #39, hereby finds that the benefited or damages areas of the system have changed.

NOW, THEREFORE, it is hereby ordered that Nicollet County Ditch #39 shall be redetermined and that Mark Behrends, Robert Hansen, Kendall Langseth, John Thompson, and Bruce Ness are hereby appointed viewers to prepare a viewers' report pursuant to Minnesota Statutes, Section 103E.351.

BE IT FURTHER RESOLVED that the County Board Chair and County Administrator are authorized to enter into contracts with the appointed viewers to provide for the services authorized herein.

BE IT FURTHER RESOLVED that the Engineering firm of Jones, Hauge, & Smith is appointed as the engineering firm hired to determine the watershed area for the system listed above.

Dated this 28th day of November, 2021

NICOLLET COUNTY BOARD OF COMMISSIONERS, ACTING AS DRAINAGE
AUTHORITY FOR NICOLLET COUNTY DITCH #39

Terry Morrow
Chairperson of Drainage Authority

ATTEST:

Mandy Landkamer, County Administrator
Clerk to the County Board

Nicollet County Board of Commissioners
Board Meeting Agenda Item



Agenda Item:						
Designate Responsible Authority for data requests						
Primary Originating Division/Dept.: Administration	Meeting Date: 09/28/2021					
Contact: Mandy Landkamer Title: County Administrator	Item Type: Regular Agenda (Select One)					
Amount of Time Requested 5 minutes						
Presenter: Mandy Landkamer Title: County Administrator	Attachments: ☒ Yes ☐ No					
County Strategy: Programs and Services - deliver value-added quality services (Select One)						
BACKGROUND/JUSTIFICATION: Consideration of the attached resolution appointing Kristy Larson, Human Resources Director, as the Responsible Authority. The appointment will consist of the administration of the requirements for collection, storage, use and dissemination of data on individuals within the County for the purpose of meeting the requirements of Minnesota Statutes, sections 13.02 through 13.99, as amended, and with Minnesota Rules, Chapter 12.05.						
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) 04/01/2021						
Approved by County Attorney's Office: ☐ Yes ☐ No ☒ N/A						
ACTION REQUESTED: Approval of the appointment of Kristy Larson as the Responsible Authority.						
<table style="width: 100%;"> <tr> <td style="width: 50%;"> FISCAL IMPACT: No fiscal impact (Select One) If "Other", specify </td> <td style="width: 50%;"> FUNDING County Dollars = Other (Select One) </td> </tr> <tr> <td> FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments: </td> <td> Total </td> </tr> </table>			FISCAL IMPACT: No fiscal impact (Select One) If "Other", specify	FUNDING County Dollars = Other (Select One)	FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:	Total
FISCAL IMPACT: No fiscal impact (Select One) If "Other", specify	FUNDING County Dollars = Other (Select One)					
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:	Total					

RESOLUTION APPOINTING A
COUNTY RESPONSIBLE AUTHORITY

WHEREAS, Minnesota Statute Section §13.02, subdivision 16, requires that Nicollet County appoint one person by name and title as the Responsible Authority to administer the requirements for collection, storage, use and dissemination of data on individuals within the County, and

WHEREAS, on April 1, 2021, the Nicollet County Board of Commissioners took action to appoint Mandy Landkamer, Interim County Administrator, as the Responsible Authority for the purpose of meeting the requirements of Minnesota Statutes, Sections §13.02 through §13.99, as amended, and with Minnesota Rules, Chapter 12.05, and

WHEREAS, on September 20, 2021, Kristy Larson, Human Resources Director, began her employment with Nicollet County.

NOW, THEREFORE BE IT RESOLVED, that the Nicollet County Board of Commissioners does hereby appoint Kristy Larson, Human Resources Director, as the Responsible Authority to administer the requirements for collection, storage, use and dissemination of data on individuals within the County for the purpose of meeting the requirements of Minnesota Statutes, sections §13.02 through §13.99, as amended, and with Minnesota Rules, Chapter 12.05.

Dated the 28th day of August, 2021

Terry Morrow, Chair
Nicollet County Board of Commissioners

ATTEST:

Mandy Landkamer
County Administrator/Clerk to the County Board

Nicollet County Board of Commissioners
Board Meeting Agenda Item



Agenda Item:		
Resolution Appointing the Nicollet County Recorder and Registrar of Titles		
Primary Originating Division/Dept.: Administration	Meeting Date: 09/28/2021	
Contact: Mandy Landkamer Title: County Administrator	Item Type: Regular Agenda (Select One)	
Amount of Time Requested 5 minutes		
Presenter: Mandy Landkamer Title: County Administrator	Attachments: ☒ Yes ☐ No	
County Strategy: Programs and Services - deliver value-added quality services (Select One)		
BACKGROUND/JUSTIFICATION: Consideration of the attached resolution appointing Jaci Kopet as the County Recorder and Registrar of Titles.		
Supporting Documents: ☒ Attached ☐ In Signature Folder ☐ None		
Prior Board Action Taken on this Agenda Item: ☒ Yes ☐ No		
If "yes", when? (provide year; mm/dd/yy if known) August 25, 2020		
Approved by County Attorney's Office: ☐ Yes ☐ No ☒ N/A		
ACTION REQUESTED:		
Approve the Resolution Appointing Jaci Kopet as the County Recorder and Registrar of Titles		
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 APPOINTING THE NICOLLET COUNTY RECORDER
AND REGISTRAR OF TITLES

WHEREAS, on July 14, 2020, the Nicollet County Board of Commissioners approved a resolution making the County Recorder and Registrar of Titles an appointed position as per Minnesota Statute §375A.1205; and

WHEREAS, said resolution took effect 30 days after its adoption as no petition to rescind the resolution was filed pursuant to Minnesota Statute §375A.1205; and

WHEREAS, on August 25, 2020, the Nicollet County Board of Commissioners appointed Property and Public Services Director Mandy Landkamer as the Nicollet County Recorder and Registrar of Titles; and

WHEREAS, on August 24, 2021, the Nicollet County Board of Commissioners hired Mandy Landkamer as the County Administrator; and

WHEREAS, on September 20, 2021, Jaci Kopet was hired as the Property and Public Services Director.

NOW, THEREFORE, BE IT RESOLVED, the Nicollet County Board of Commissioners hereby appoints Nicollet County Property and Public Services Director Jaci Kopet as the Nicollet County Recorder and Registrar of Titles.

Dated the 28th day of August, 2021

Terry Morrow, Chair
Nicollet County Board of Commissioners

ATTEST:

Mandy Landkamer
County Administrator/Clerk to the Board

Nicollet County Board of Commissioners
Board Meeting Agenda Item



Agenda Item:		
South Central Small Business Development Center Letter of Support		
Primary Originating Division/Dept.: Administration	Meeting Date: 09/28/2021	
Contact: Mandy Landkamer Title: County Administrator	Item Type: Regular Agenda (Select One)	
Amount of Time Requested 5 minutes		
Presenter: Mandy Landkamer Title: County Administrator	Attachments: ☒ Yes ☐ No	
County Strategy: Programs and Services - deliver value-added quality services (Select One)		
BACKGROUND/JUSTIFICATION: Consider the attached Letter of Support for the South Central Small Business Development Center (SBDC). The SBDC is applying for a grant through the Minnesota Department of Employment and Economic Development Small Business Partnership program. SBDC is applying for funds to maintain their current level of professional business consulting and for the production of a podcast series that will provide instant 24/7 access to Minnesotans considering an entrepreneurial business venture.		
Supporting Documents: ☒ Attached ☐ In Signature Folder ☐ None		
Prior Board Action Taken on this Agenda Item: ☐ Yes ☒ No		
If "yes", when? (provide year; mm/dd/yy if known)		
Approved by County Attorney's Office: ☐ Yes ☐ No ☒ N/A		
ACTION REQUESTED: Approve the Letter of Support for the SBDC.		
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:	Total	
Related Financial/FTE Comments:		

September 28, 2021

Minnesota Department of Employment and Economic Development
Small Business Partnership Grant Program
332 Minnesota Street, Suite E200
St. Paul, MN 55101

Re: Letter of Support

Dear Sir or Madam:

On behalf of the Nicollet County Board of Commissioners, I am writing in support of the Small Business Partnership Grant application submitted by Minnesota State University, Mankato - Small Business Development Center (SBDC).

The SBDC is one of the most important resources our area businesses have available, where they can receive the technical assistance they need. From helping someone go from the back of an envelope concept to providing guidance to transition a successful business to a new owner, the SBDC is there.

The SBDC has recognized the importance of maintaining their current level of professional business consulting during the pandemic. In addition, the grant funds will assist with the production of a podcast that will be accessible to Minnesotans who are considering an entrepreneurial business venture.

The County greatly appreciates the assistance given to Nicollet County entrepreneurs and businesses. We look forward to the expanded services.

Sincerely,

Terry Morrow
Chair, Nicollet County Board of Commissioners

Mission Statement

Providing efficient services with innovation and accountability.

Vision Statement

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

Core Values

Leadership. Integrity.
Accountability.
Efficiency. Innovation.

Nicollet County Board of Commissioners
Board Meeting Agenda Item



Agenda Item:		
Approval of the 2022 Preliminary Property Tax Levy and Setting the 2022 Levy and Budget +		
Primary Originating Division/Dept.: Administration	Meeting Date: 09/28/2021	
Contact: Mandy Landkamer Title: County Administrator	Item Type: Regular Agenda (Select One)	
Amount of Time Requested 10 minutes		
Presenter: Mandy Landkamer Title: County Administrator	Attachments: ☒ Yes ☐ No	
County Strategy: Financial Security - prudent use of taxpayer resources (Select One)		
BACKGROUND/JUSTIFICATION: Attached for your consideration is a resolution that requests the following actions: - Set the 2022 preliminary County property tax levy at \$24,257,237 (or a 2% increase). -Set Thursday, December 2, 2021 at 6:30 p.m. at the Nicollet County Board Room as the 2022 tax levy and budget public comment meeting date, time and location. Also attached is some information related to the proposed impact of the tax levy increase on various property classifications.		
Supporting Documents: ☒ Attached ☐ In Signature Folder ☐ None		
Prior Board Action Taken on this Agenda Item: ☐ Yes ☒ No		
If "yes", when? (provide year; mm/dd/yy if known)		
Approved by County Attorney's Office: ☐ Yes ☐ No ☒ N/A		
ACTION REQUESTED:		
Approve the attached resoluti n adopting the 2022 preliminary proerty tax levy and setting the budget and levy public comment meeting for Nicollet County. +		
FISCAL IMPACT: Other (Select One) If "Other", specify	FUNDING County Dollars = Other (Select One)	\$24,257,237 , \$24,257,237
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:	Total	

**RESOLUTION ADOPTING THE
2022 PRELIMINARY PROPERTY TAX LEVY AND SETTING THE BUDGET AND
LEVY PUBLIC COMMENT MEETING FOR NICOLLET COUNTY**

WHEREAS, the Nicollet County Budget Committee met on several occasions to review the 2022 Nicollet County preliminary budget and property tax levy; and

WHEREAS, pursuant to Minn. Stat. §375A.06, the 2022 Nicollet County preliminary budget and levy was prepared by the County Administrator and Finance Director with the input of all Nicollet County Board Members and County Department Heads; and

WHEREAS, to be in compliance with Minn. Stat. §275.065, the 2022 preliminary levy must be adopted and certified on or before September 30, 2021; and

WHEREAS, in further accordance with Minn. Stat. §275.065, taxing authorities must provide the County Auditor, on or both the time it certifies its preliminary levy, with the time and place of a meeting in which the budget and levy will be discussed and public input allowed; and

WHEREAS, said meeting must occur after November 24, must not be held before 6:00 p.m. and must occur before the final 2022 budget and levy are approved.

NOW THEREFORE, BE IT RESOLVED, that the Nicollet County Board of Commissioners does hereby adopt the 2022 initial property tax levy for Nicollet County in the amount of \$24,257,237 (2.0% increase).

NOW, THEREFORE BE IT FURTHER RESOLVED, that the Nicollet County Board of Commissioners does hereby establish Thursday, December 2, 2021 at 6:30 p.m. at the Nicollet County Board Room, Nicollet County Government Center, St Peter, MN, as the designated meeting to discuss the 2022 proposed County levy and budget and to allow public input regarding these items. The 2022 final County levy and budget will be adopted at the Tuesday, December 14, 2021 regular County Board meeting.

Dated this 28th day of September, 2021

Terry Morrow, Chair
Nicollet County Board of Commissioners

ATTEST:

Mandy Landkamer
County Administrator/Clerk to the Board

2022 Preliminary Net Levy and Budget September 28, 2021

	<u>Property Tax Levy</u>			
	2021	2022	Difference	% (+/-)
Revenue Fund:				
Administrative Services	\$3,679,188	\$4,419,968	\$740,780	20.13%
Property & Public Services	\$2,641,205	\$2,713,900	\$72,695	2.75%
Criminal Justice Services	\$7,128,343	\$7,522,845	\$394,502	5.53%
Economic Development/Service Appropriations	\$271,808	\$231,833	-\$39,975	-14.71%
Special Levy: HRA	\$123,202	\$113,168	-\$10,034	-8.14%
Special Levy: Library	\$110,088	\$110,088	\$0	0.00%
Total Revenue Fund	\$13,953,834	\$15,111,802	\$1,157,968	8.30%
Road & Bridge Fund	\$1,724,861	\$1,834,422	\$109,561	5.97%
Health & Human Services Fund	\$5,880,451	\$5,194,468	-\$685,983	-13.21%
Bonded Debt Fund	\$2,222,971	\$2,116,545	-\$106,426	-5.03%
TOTAL	\$23,782,117	\$24,257,237	\$475,120	2.00%

1% Levy increase = \$237,821

Payable 2021 vs 2022

Preliminary Levy

24,033,981

Rate

55.538%

2021 County Rate

58.473

Does NOT include Reg Library or HRA

Taxable Market Values:

Taxable Market Value

Total EMV New Improvements

2021	2022	Difference	%
4,346,027,800	4,192,531,300	(153,496,500)	(3.53)
33,142,200	29,086,200	(4,056,000)	(12.24)

Example of Tax Increase on County Portion of Taxes

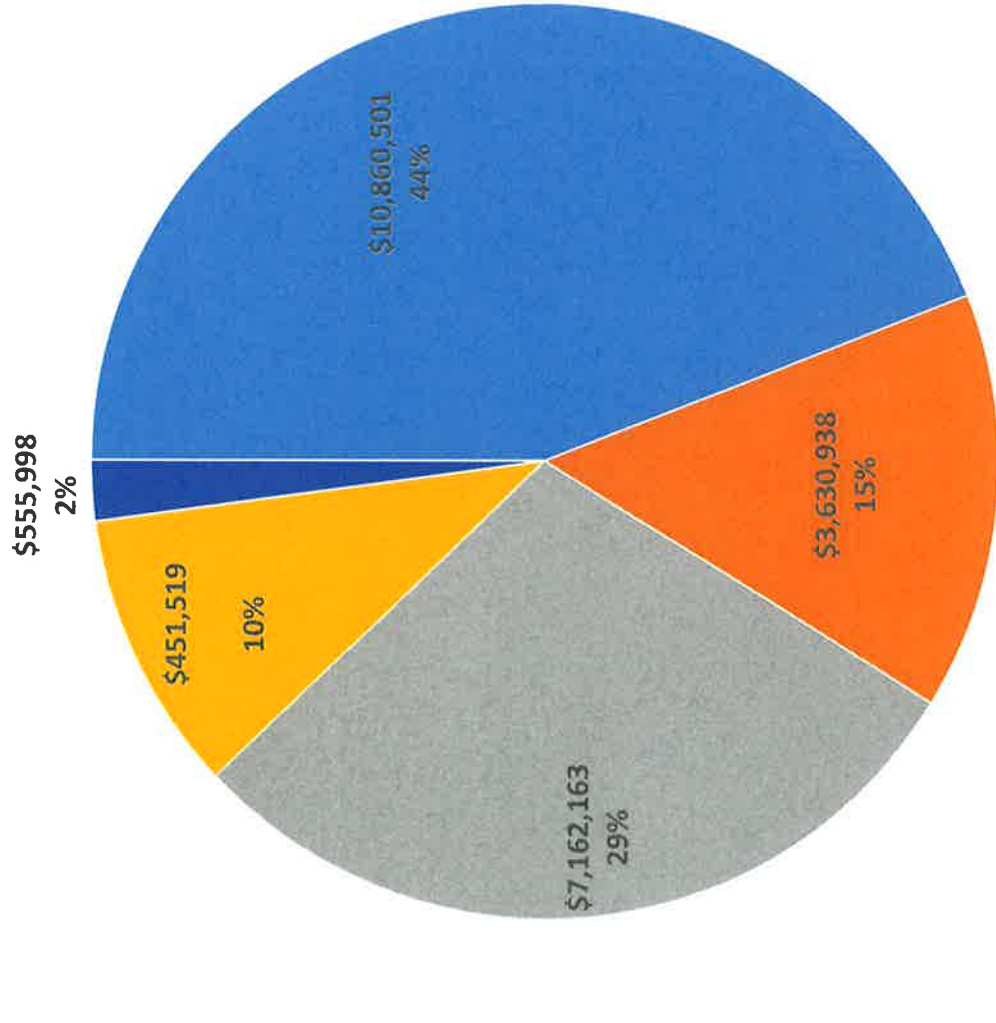
Tax Examples	Tax Yr	EMV	TMV	NTC	Rate	County Portion
Homestead Residential With a no value change Total Tax Increase	2022	200,000	193,018	1,930	55.54%	\$1,072
	2021	200,000	193,018	1,930	58.47%	\$1,129
						-\$57
Homestead Residential With a 5% Value Increase Total Increase	2022	210,000	203,018	2,030	55.54%	\$1,128
	2021	200,000	193,018	1,930	58.47%	\$1,129
						-\$1
Commercial/Industrial/Rentals 6% Increase, estimate overall Total Increase	2022	530,000	530,000	9,850	55.54%	\$5,471
	2021	500,000	500,000	9,250	58.47%	\$5,409
						\$62
House Garage + 1 ACRE (HGA Up 5%, Estimate overall)	2022	210,000	203,018	2,030	55.54%	\$1,127
	2021	200,000	193,018	1,930	58.47%	\$1,129
AG Homestead Tillable (15% value increase)	2022	690,000	690,000	3,450	55.54%	\$1,916
	2021	600,000	600,000	3,000	58.47%	\$1,754
Total Tax	2022	\$3,044				
	2021	\$2,883				
		\$161 increase (-\$2 House Garage 1 AC., +\$161 Tillable)				

Nicollet County Proposed 2022

Property Taxes -

Who Pays?

■ Residential ■ Commercial/Industrial ■ Agriculture ■ Non-Hst/Rentals ■ Utilities



Compared to 2021.....
Ag. Land - 20%
Residential - 54%
Commercial/Industrial - 16%
Non-Hst/Rentals - 8%

Agriculture excludes Ag Homestead (house, garage and 1 acre). This total is included with Residential. Total taxes in the chart does not include TIF property.