Nicollet County Board of Commissioners Meeting

NICOLLET COUNTYEST. 1853

July 27, 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 July 13, 2021 Board Minutes
- 2. Approval of Bills

Public Appearances

- 9:05 a.m. <u>Board Engagement</u>
 1. MnDOT Presentation: Capital Highway Investment Plan (CHIP) Outreach
- 9:35 a.m. Probation
 - 1. Request for Out of State Travel for Kevin Olson and Hilary Chaffee
- 9:40 a.m. <u>Property Services</u> 1. Ag BMP Low Interest Loan Project – Septic Lien

9:45 a.m. Public Works

- 1. Consider Great River Energy Facility Relocation/Reinforcement Agreement
- 2. Consider Revised MnDOT Detour Agreement No. 1046838
- 10:05 a.m. <u>Administration</u>
 - 1. David Drown Associates Company Update
- 10:25 a.m. BREAK
- 10:35 a.m.2. Vetter Johnson Architects, Inc and Contegrity Group Presentation3. Star Tribune Top Work Place 2021 Designation
 - 4. Proclamation of County Staff Appreciation Day
- 11:15 a.m. County Attorney Update

Chair's Report

Commissioner Committee Reports

Commissioners Meetings & Conferences

Approve Per Diems and Expenses

Adjourn Board of Commissioners Meeting

Continued...

Vision Statement

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

Leadership. Efficiency. Accountability. Innovation. Integrity. Mission Statement Providing efficient services with innovation and accountability

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11:20 a.m. Call Drainage Authority Meeting to Order: Chair Morrow <u>Drainage Authority Agenda Items</u>

2. Consent Agenda

a. Approval of July 13, 2021 Drainage Authority Minutes

Adjourn Drainage Authority Meeting

Continued...

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Notice of Scheduled Meetings

The following is a notice of scheduled meetings. Pursuant to Minnesota Statute 13D.04, this notice of meetings also serves as notice of regular and special meetings of the Nicollet County Board of Commissioners. Meetings with a quorum of Nicollet County Board of Commissioners expected to attend is noted with an asterisk (*).

Questions or comments regarding any Nicollet County meeting and requests to participate in any meeting can be directed to Mandy Landkamer, Nicollet County Interim Administrator, at 507-934-7204 or mandy.landkamer@co.nicollet.mn.us.

July 23 – Brown-Nicollet Community Health Board Meeting, 9:00 a.m.

July 27 - County Board of Commissioners Meeting, 9 a.m., Nicollet County Board Room, St. Peter *

July 27 - County Drainage Authority Meeting, 9 a.m., Nicollet County Board Room, St. Peter *

August 2 – Mankato Rehabilitation Center

August 4 – SWCD Board Meeting, 8:30 a.m.

August 5 – Highway 169 Coalition Meeting

August 10 - County Board of Commissioners Meeting, 9 a.m., Nicollet County Board Room, St. Peter *

August 10 - County Drainage Authority Meeting, 9 a.m., Nicollet County Board Room, St. Peter *

August 16 – Board of Adjustment and Appeals/Planning & Zoning Advisory Commission Meeting, 7 p.m., Nicollet County Board Room, St. Peter*

August 17 - Individual Department Head Meeting with County Attorney, 8:15 a.m., Nicollet Room, St. Peter*

August 17 - County Board Workshop, 9:30 a.m., Nicollet County Government Center, EOC, St. Peter *

August 24 - County Board of Commissioners Meeting, 9 a.m., Nicollet County Board Room, St. Peter *

August 24 - County Drainage Authority Meeting, 9 a.m., Nicollet County Board Room, St. Peter *

August 26 - 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 JULY 13, 2021

The Nicollet County Board of Commissioners met in regular session on Tuesday, July 13, 2021, at 9:00 a.m. Commissioners Terry Morrow, Denny Kemp, Jack Kolars, Marie Dranttel, and John Luepke were present. Also present were Interim County Administrator Mandy Landkamer, County Attorney Michelle Zehnder Fischer and Recording Secretary Abigail Lewis.

Approval of Agenda

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

Consent Agenda

Motion by Commissioner Kemp and seconded by Commissioner Luepke to approve the consent agenda items as follows: June 22, 2021 Board Meeting minutes, end of probation for Theresa Houle and Alana Flugum both effective July 13, 2021, and approval of the Commissioner Warrants as presented for the following amounts: General Revenue Fund - \$173,262.48, Road & Bridge Fund - \$87,376.53, Human Services Fund - \$269,667.28, and acknowledge review of the Auditor's Warrants. Motion carried with all voting in favor.

Public Appearances

There were no public appearances.

Public Services

Set Public Hearing Date for Detachment and Annexation of School District

Motion by Commissioner Luepke and seconded by Commissioner Kemp to set the public hearing date for the Detachment and Annexation of School District for August 10, 2021 at 10:00 a.m. Motion carried with all voting in favor.

Property Services

June 21, 2021 Planning and Zoning Advisory Commission Meeting

Property and Public Services Director, Mandy Landkamer, appeared before the Board to request approval on two items from the June 21, 2021 Planning and Zoning Advisory Meeting.

1.) James and Jana Moeding / Jerald and Phyllis Kuehn Revocable Trust – Establish a commercial breeding kennel with a maximum of 18 adult dogs, including no more than 13 unsterilized females. There was no public comment or testimony.

Nicollet County Board Meeting Minutes July 13, 2021

Motion by Commissioner Dranttel and seconded by Commissioner Kolars to accept the Planning and Zoning Advisory Commission's June 21, 2021 report, recommendations and findings as submitted therein, which included the following:

James and Jana Moeding / Jerald and Phyllis Kuehn Revocable Trust	PLN21-26	Establish a commercial breeding kennel
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Motion carried with all voting in favor.

 Brian Mock – After the fact conditional use permit for a level two home occupation sound and lighting business. Neighboring landowners Nancy and Bill Mattes and Gerald and Sharon Stoffregen commented in support of the request. No public testimony.

Motion by Commissioner Luepke and seconded by Commissioner Kemp to accept the Planning and Zoning Advisory Commission's June 21, 2021 report, recommendations and findings as submitted therein, which included the following:

Brian Mock	PLN21-23	Level 2 Home Occupation Sound and Lighting Business, after-the-fact conditional use permit
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Motion carried with all voting in favor.

Rush River Clean Water Partnership Dissolution Agreement

Motion by Commissioner Kemp and seconded by Commissioner Luepke to approve the Rush River Clean Water Partnership Dissolution Agreement. Motion carried with all voting in favor.

County Attorney

Courts are beginning to return back to business as usual. Community outreach events are also making a return.

Commissioner Committee Reports

The Commissioners reported on various meetings and activities including:

Chair Morrow

Commissioner Marie Dranttel

- HR Director Interviews
- Critical Position Review
- Labor Negotiations

Commissioner Denny Kemp

- MRCI Meetings
- Brown-Nicollet Community Health

Nicollet County Board Meeting Minutes July 13, 2021

Commissioner Jack Kolars

- HR Director Interviews
- Labor Negotiations
- Critical Review Meeting
- Personnel Meeting
- NACo

Commissioner John Luepke

- County Tour
- Nicollet County City Council Meeting

Approve Per Diems and Expenses

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

Adjourn

Motion by Commission Kemp and seconded by Commissioner Luepke to adjourn the meeting. Motion carried with all voting in favor on a roll call vote. The meeting adjourned at 9:17 a.m.

> TERRY MORROW, CHAIR BOARD OF COMMISSIONERS

ATTEST:

JACI KOPET CLERK TO THE BOARD



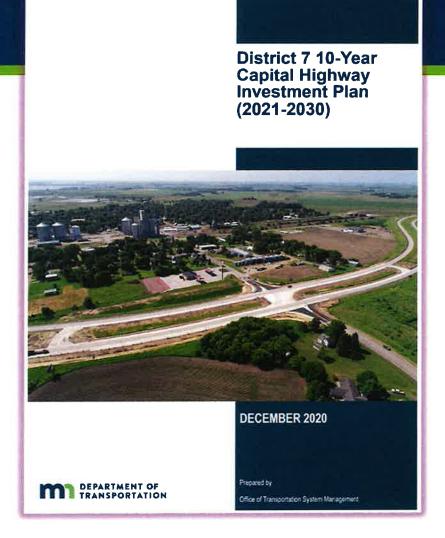
Agenda Item:		
MnDOT Presentation: Capital Highway Inves	stment Plan (CHIP)	Outreach
Primary Originating Division/Dept.: Administration	1	Meeting Date: 7/27/2021
	rim County Admin	Item Type: (Select One) Regular Agenda
Amount of Time Requested 30 minutes		
Presenter: MnDOT Title:		Attachments: 💿 Yes 🔿 No
County Strategy: Programs and Services - de	liver value-added qu	uality services
BACKGROUND/JUSTIFICATION: MnDOT staff will present the District 7 Capital Highway Plan (CHIP). This pre well as a legislative update. Following the presentation there will be discussion		ers,
Supporting Documents: O Attached	O In Signature Folder	None
Prior Board Action Taken on this Agenda Item:	O Yes O No	
If "yes", when? (provide year; mm/dd/yy if known)		
Approved by County Attorney's Office:	O Yes O No	N/A
ACTION REQUESTED:		
FISCAL IMPACT: Other (Select One)	FUNDING County Dollars =	
If "Other", specify	Grant (Select One)	
FTE IMPACT: No FTE change (Select One)	Total	
If "Increase or "Decrease" specify: Related Financial/FTE Comments:		

MnDOT District 7 Community Outreach



Today's Agenda

- 10-year district work plan
 - Overview
 - Process
 - Next steps
- Legislative update
- Discussion

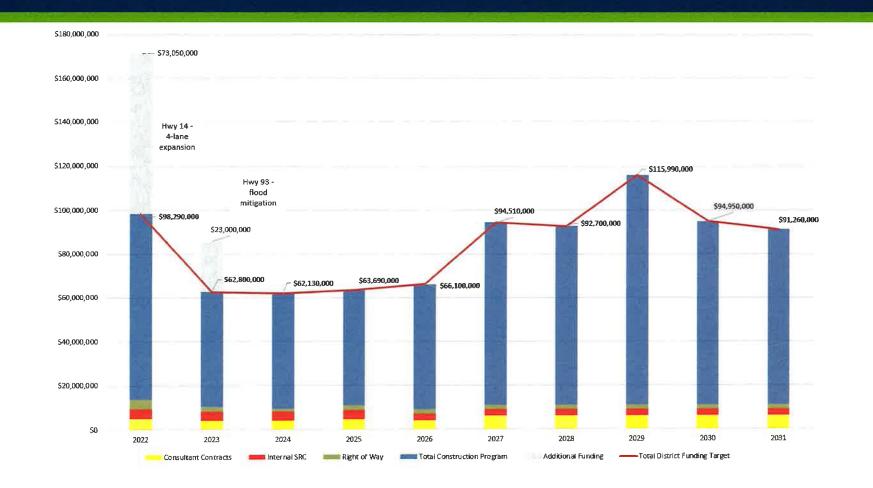


District 10-Year Work Plan

- Statewide Transportation Improvement Program,
 STIP = next 4 years
- Capital Highway Investment
 Plan, CHIP = Years 5 10
- Both are updated annually



D7 Construction Program FY 2022 – FY 2031

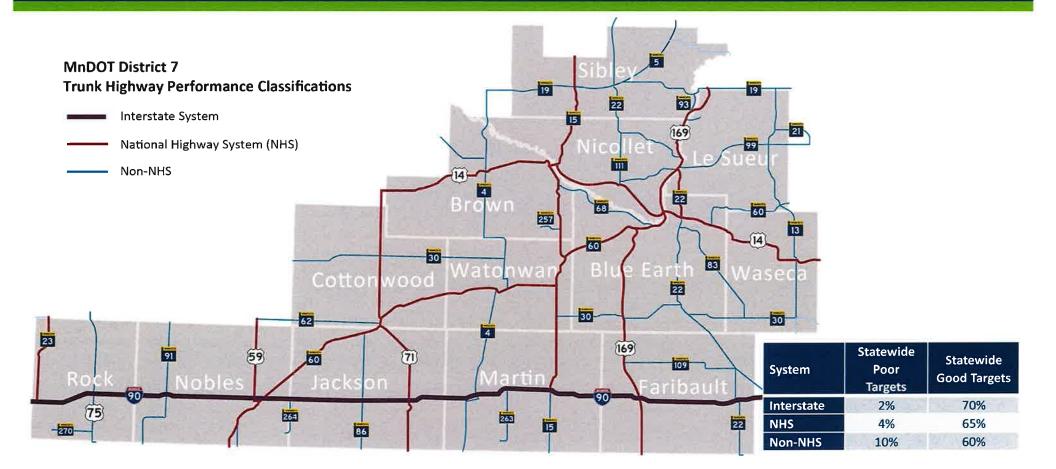


Funding

INVESTMENT CATEGORIES	FY2018- 2021	FY2022- 2023	FY2024- 2037
Pavement Condition	33.5%	47.3%	52.9%
Bridge Condition	15.6%	8.2%	9.7%
Roadside Infrastructure	8.7%	6.9%	7.7%
Jurisdictional Transfer	0.0%	0.5%	0.5%
Facilities	0.0%	0.4%	0.5%
Traveler Safety	4.2%	3.1%	3.1%
Twin Cities Mobility	5.7%	6.8%	0.0%
Greater Minnesota Mobility	0.0%	1.4%	0.0%
Freight	2.8%	2.7%	3.0%
Bicycle Infrastructure	0.8%	0.5%	0.6%
Accessible Pedestrian Infrastructure	1.8%	2.4%	2.7%
RCIP	3.3%	1.2%	1.0%
Project Delivery	14.3%	15.7%	16.0%
Small Programs	6.1%	2.8%	2.3%

- Investments are guided by 2017 MnSHIP (last CHIP to be based on 2017 MnSHIP)
- Focus has shifted over the years to preservation of existing system
- Currently updating MnSHIP; will likely result in change in investment categories/priorities
- 2022 MnSHIP investment direction scheduled for implementation in next year's CHIP

NHS (National Highway System) vs. Non-NHS



District 7 Performance Outcomes (2031)

NHS

Non-NHS

4%

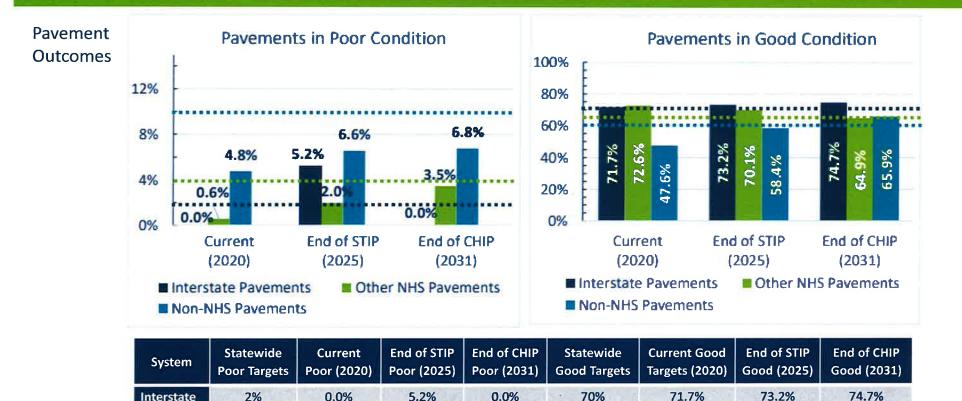
10%

0.6%

4.8%

2.0%

6.6%



3.5%

6.8%

65%

60%

72.6%

47.6%

70.1%

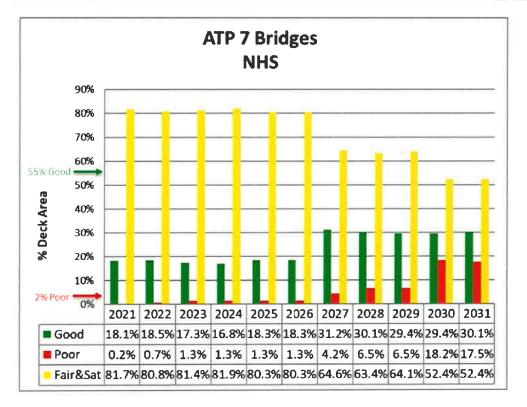
58.4%

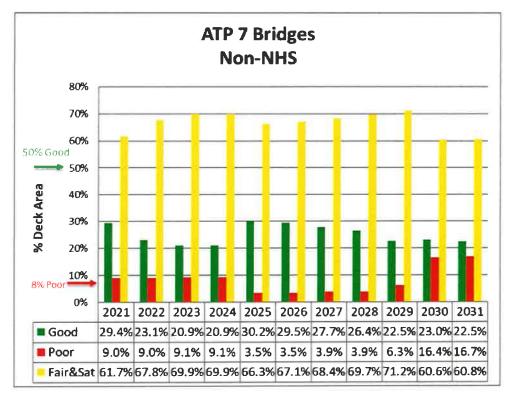
64.9%

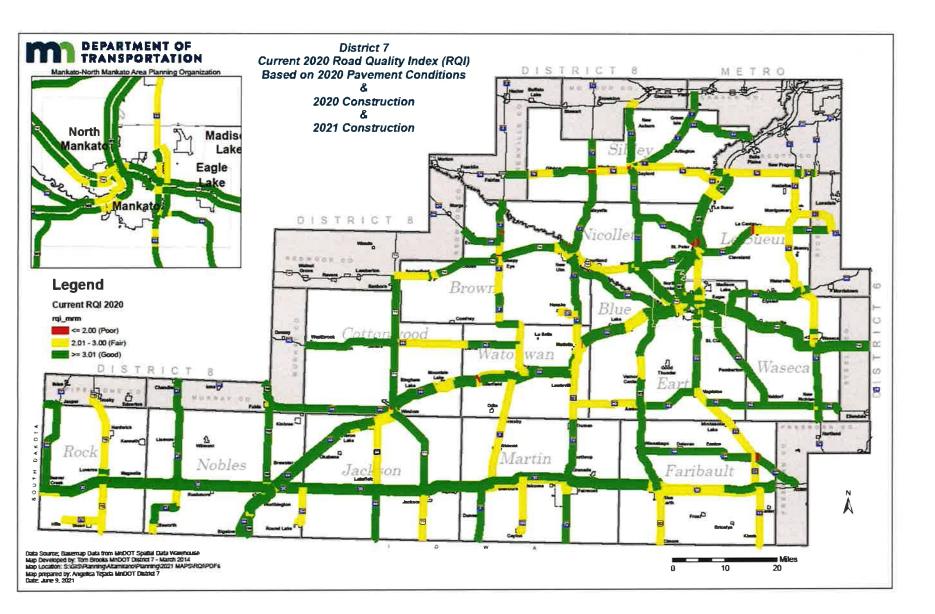
65.9%

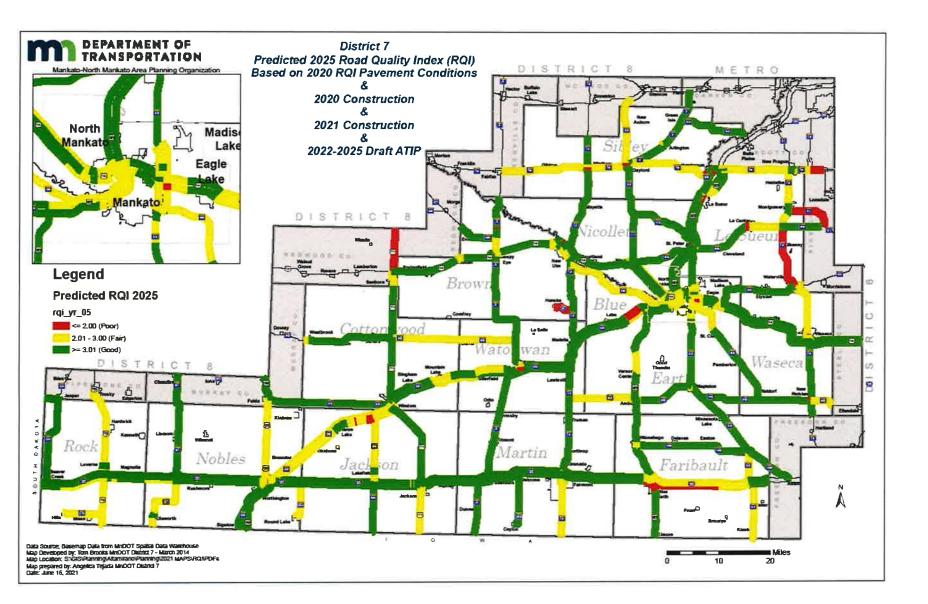
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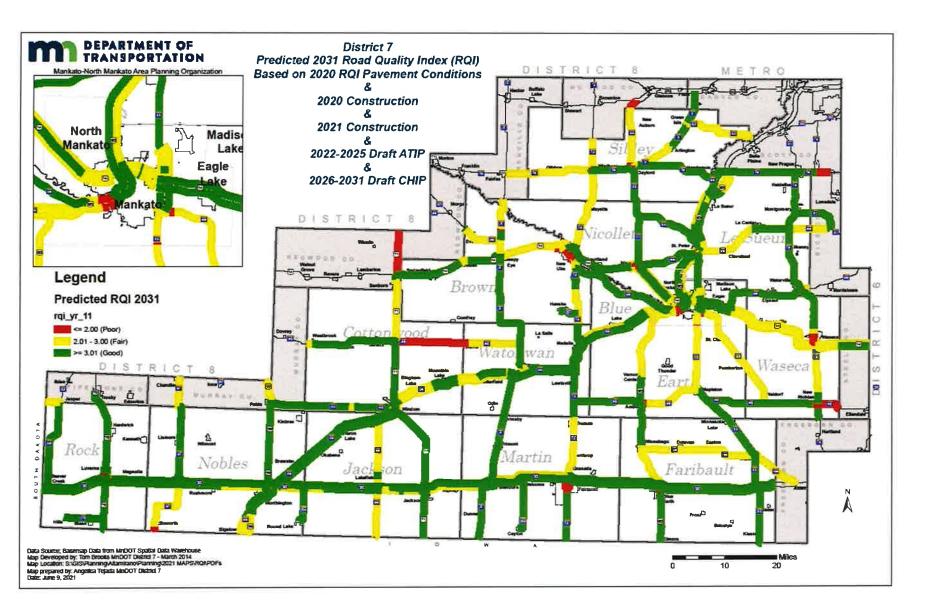
District 7 Bridge Conditions







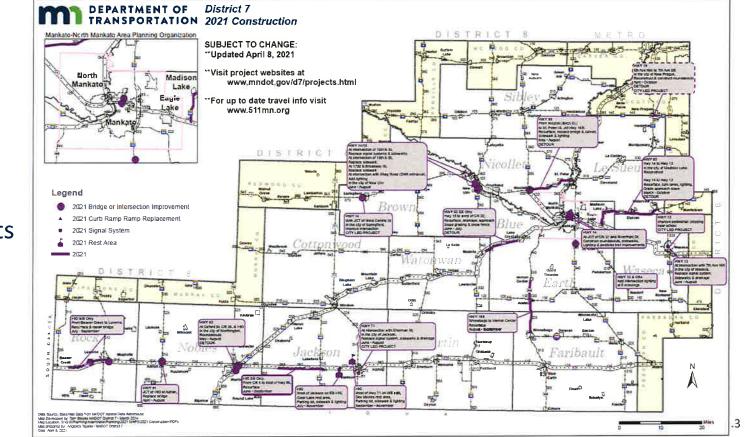




MnDOT Investment 2013-2030 (based on 2019 data)

	Approximate lane miles of TH in County	Total MnDOT investment
Blue Earth	190	\$216.6 M
Brown	84	\$107.6 M
Cottonwood	101	\$65.3 M
Faribault	141	\$148.6 M
Jackson	107	\$146.7 M
Le Sueur	113	\$141.2 M
Martin	124	\$151.3 M
Nicollet	133	\$304.7 M
Nobles	156	\$138.8 M
Rock	90	\$87.3 M
Sibley	106	\$88.6 M
Waseca	98	\$78.1 M
Watonwan	110	\$151.3 M

Current Year Projects: Nicollet County



2021 construction season projects

SP 5206-31 (TH 99): Nicollet to St. Peter

Fix: Grading, Bituminous Mill and Overlay, ADA Improvements, Lighting, and Bridge

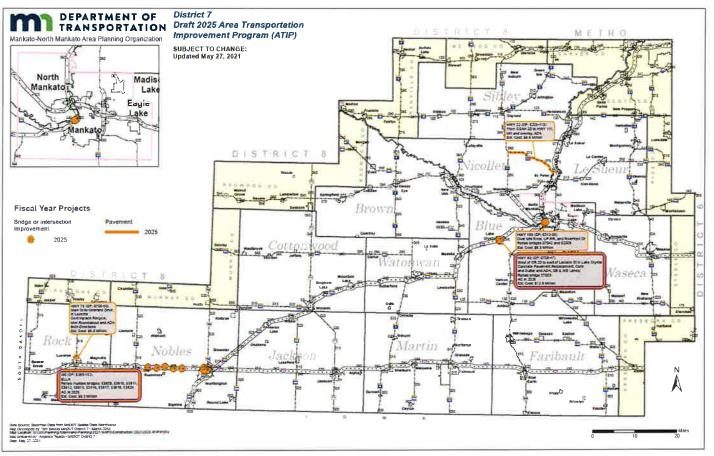
- Contract cost: \$4,988,902.63
- Contract start date: 5/3/2021
- Contract completion date: 8/14/2021
- Contractor: Mathiowetz Construction Company

SP 5206-31 (TH 99): Nicollet to St. Peter

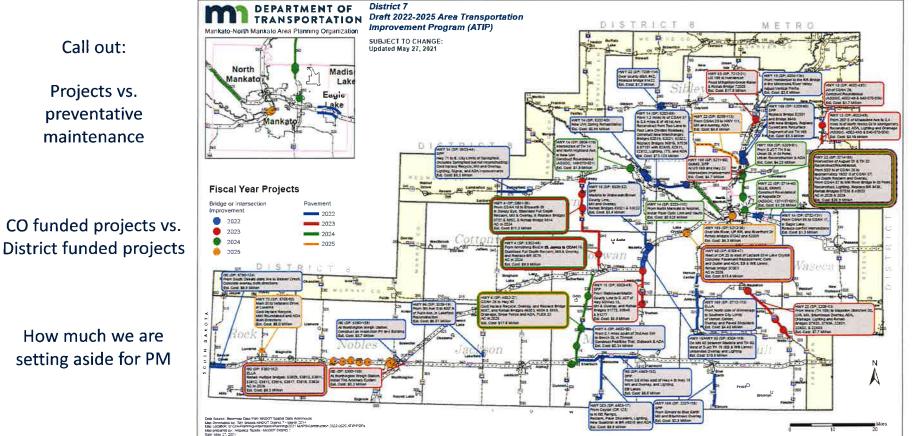


New Projects Entering the STIP

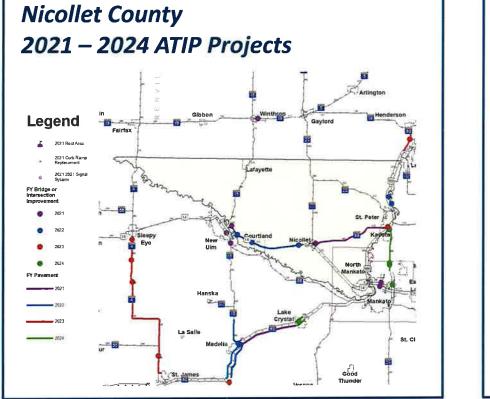
2025 projects – proposed projects to be added to the updated STIP

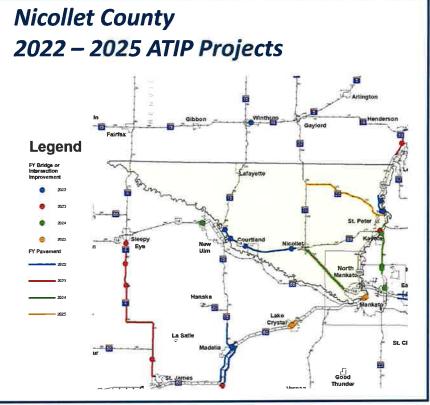


Programmed Projects - Map



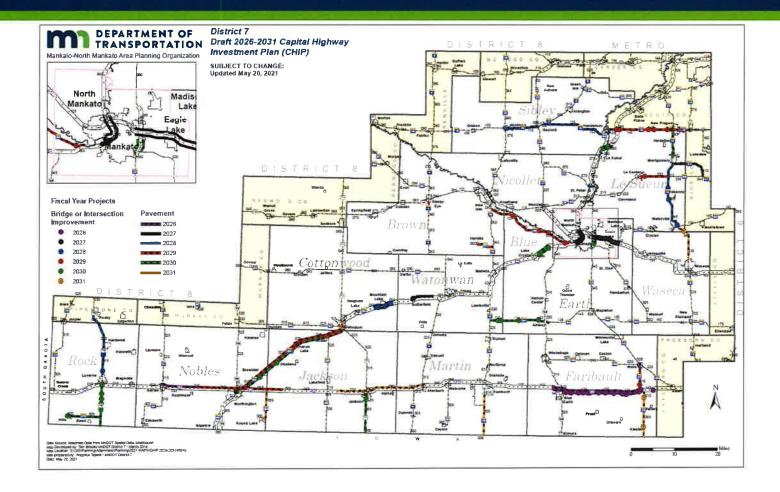
2022 - 2025 Area Transportation Improvement Program Changes from 2021 - 2024 ATIP





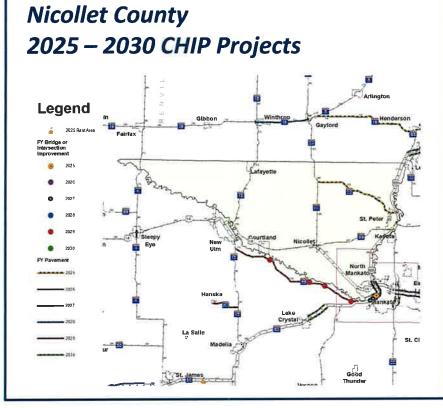


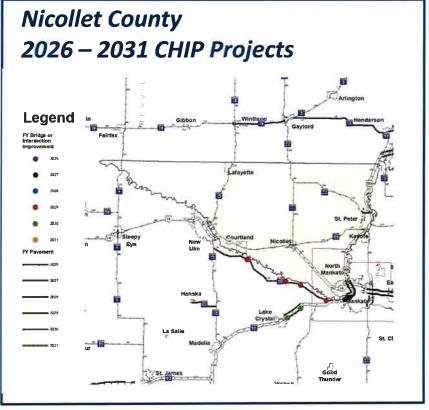
Planned Projects - Map



*Planned projects may be moved up, back, or dropped altogether based on constraints

2026-2031 Capital Highway Investment Plan Changes from 2025-2030 CHIP





7/21/2021

10-Year Work Plan: Next Steps

What's Next

- 1. July September 2021: Follow-up on our prescoping meeting with communities
- 2. September December 2021: Scoping draft projects
- 3. March April 2022: Start to select new projects for next update

Legislative Update / Other Topics

- FAST (Fixing America's Surface Transportation) Act expires
- COVID-19 funding implications
- Highway 14 4-lane expansion: New Ulm to Nicollet
- Corridor study updates (where applicable)
- District 7 studies
- <u>MnSHIP</u> and <u>SMTP</u> updates

Questions / Issues / Concerns

• What are some current issues or concerns that you have?



Thank you!

Greg Ous District Engineer MnDOT District 7 greg.ous@state.mn.us 507-304-6101

Ronda Allis

Transportation Planning Director

MnDOT District 7

ronda.allis@state.mn.us

507-514-2332

Sam Parker

Principal Planner

MnDOT District 7

samuel.parker@state.mn.us

507-508-3232

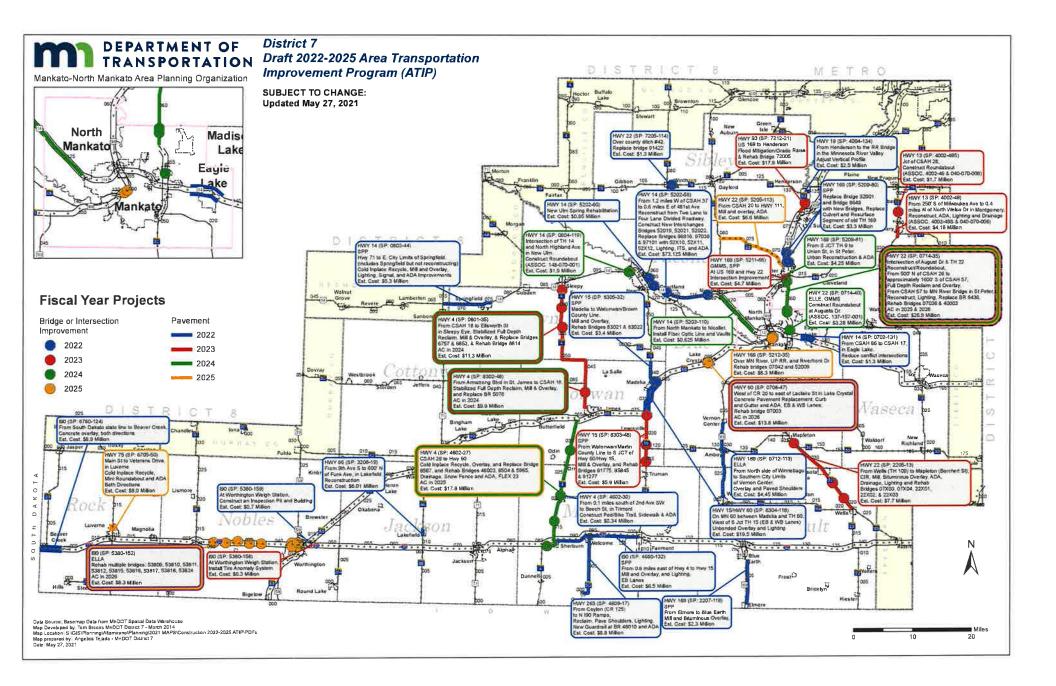
Peter Harff

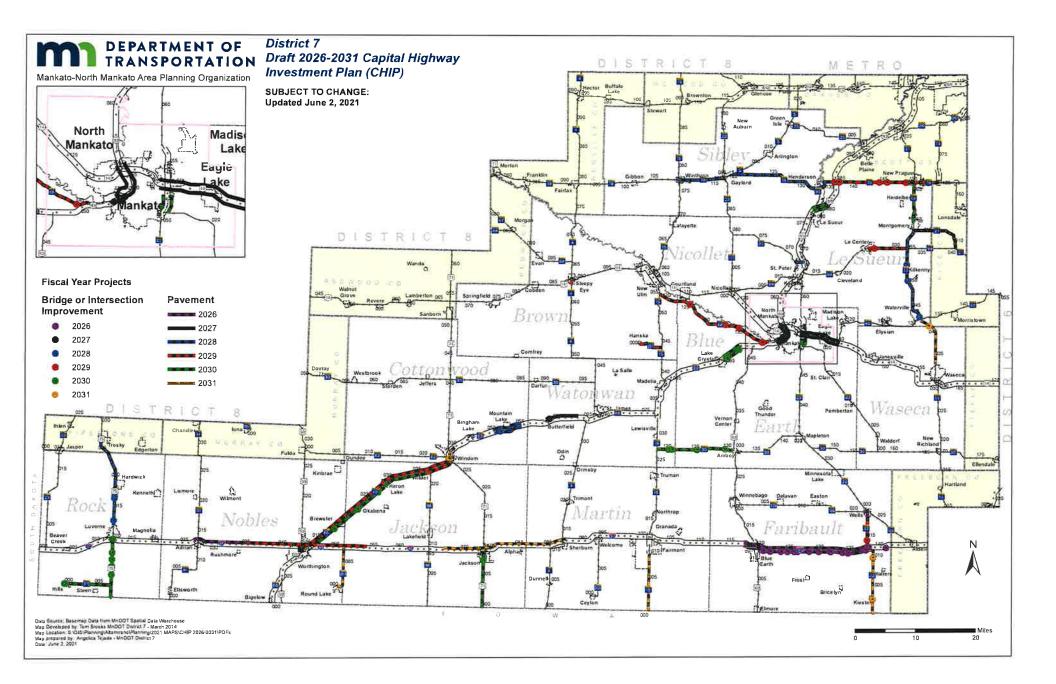
Assistant District Engineer, Program Delivery

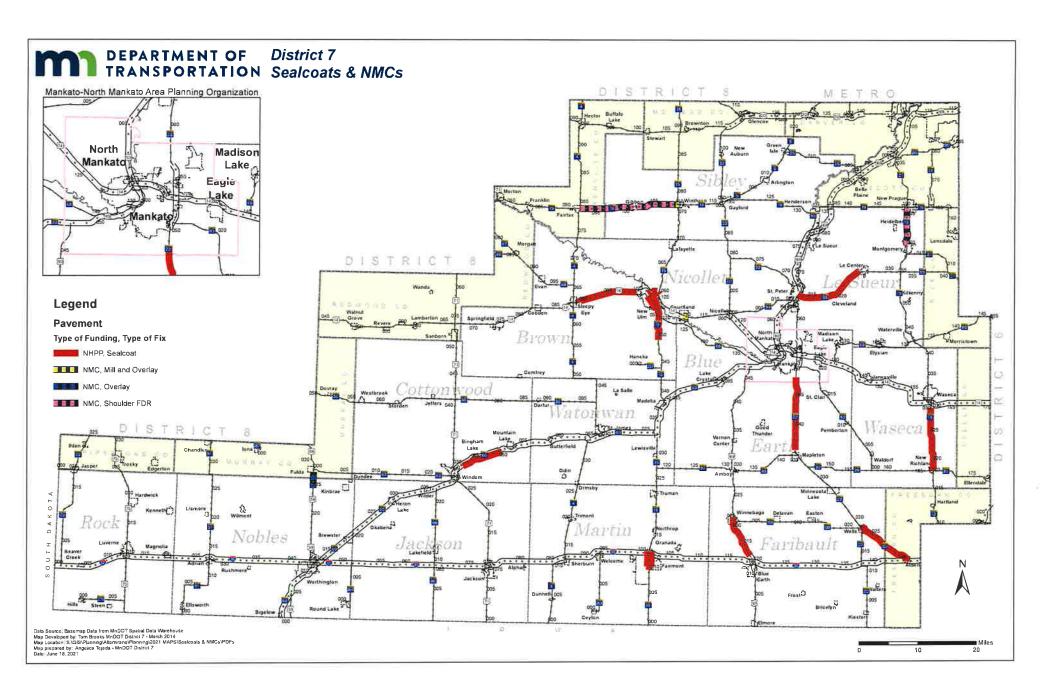
MnDOT District 7

peter.harff@state.mn.us

507-304-6194





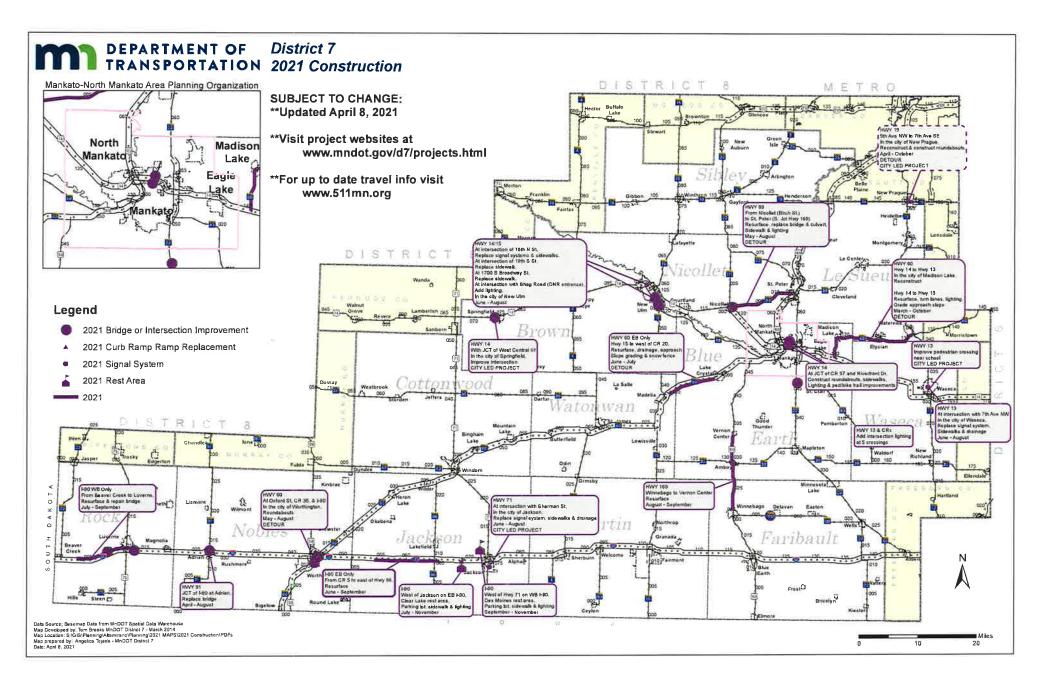


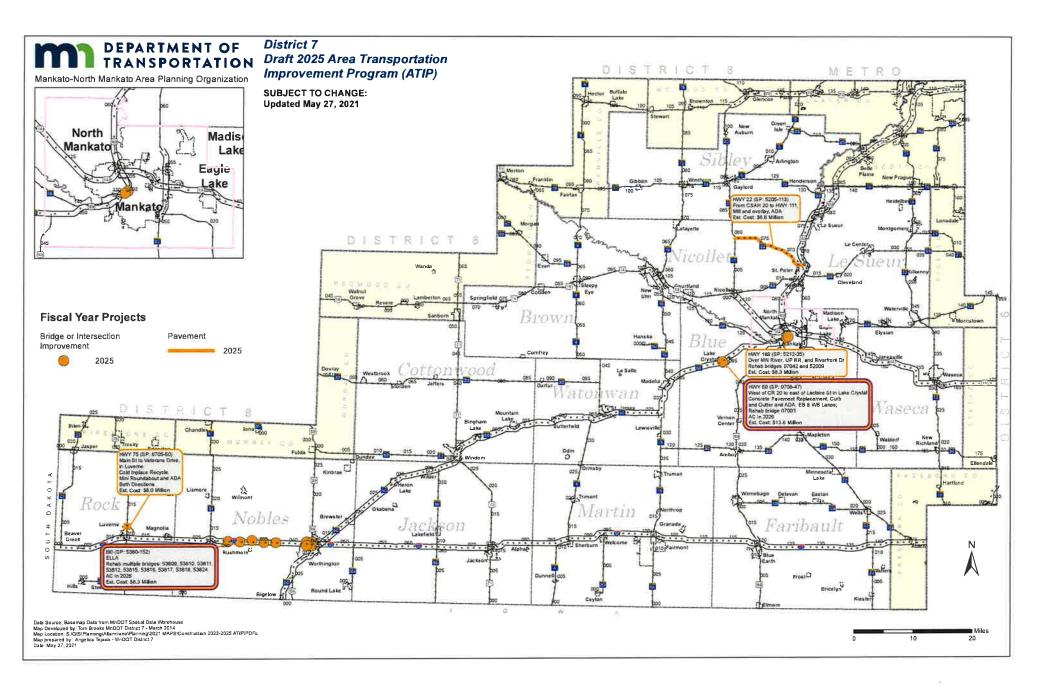
DEPARTMENT OF TRANSPORTATION

ATP-7 Current Plans and Studies

The below table has links to learn more or participate in these state or local plans.

Plan	Link
District 7 Freight Plan	https://www.dot.state.mn.us/ofrw/freight/districtfreightplan/d7.html
District 7 Equity Study	http://www.dot.state.mn.us/planning/program/advancing-transportation- equity/index.html
MnSHIP	https://minnesotago.org/learn-about-plans/minnesota-state-highway-investment- plan
SMTP	https://minnesotago.org/learn-about-plans/statewide-multimodal-transportation- plan
TH60 Corridor Study – Windom	https://www.dot.state.mn.us/d7/projects/hwy60windomstudy/index.html
US169 Corridor Study - MAPO	https://www.hwy169corridorstudy.com/







Agenda Item:						
Request for Out of State Travel for Kevin Olson & Hilary Chaffee						
Primary Originating Division/Dept.: Community C	Corrections	Meeting Date: 7/27/2021				
Contact: Rich Molitor Title: Dire	ector	Item Type: (Select One) Regular Agenda				
Amount of Time Requested 5 minutes						
Presenter: Rich Molitor Title: Dire	ctor	Attachments: 💿 Yes 🔿 No				
County Strategy: Programs and Services - de	eliver value-added qu	ality services				
BACKGROUND/JUSTIFICATION:						
Seeking approval to send Kevin Olson and Hilary Chaffee to the Rise 21 Tr	eatment Court Conference being h	eld from August 15-18, 2021,				
Kevin is the Treatment Court Agent for Nicollet County Community Correcti Worker for Nicollet County Human Services						
		E				
Supporting Documents: O Attached	O In Signature Folder	O None				
Prior Board Action Taken on this Agenda Item:	O Yes O No					
If "yes", when? (provide year; mm/dd/yy if known)						
Approved by County Attorney's Office:	O Yes O No	N/A				
Approved by County Attorney's Office: ACTION REQUESTED:	O Yes O No	N/A				
	O Yes O No	⊙ N/A				
ACTION REQUESTED: Seeking approval		⊙ N/A				
ACTION REQUESTED:	Yes No FUNDING FUNDING County Dollars =	© N/A 0				
ACTION REQUESTED: Seeking approval FISCAL IMPACT: Other	FUNDING					
ACTION REQUESTED: Seeking approval FISCAL IMPACT: Other (Select One) If "Other", specify FTE IMPACT: No FTE change (Select One)	FUNDING County Dollars = Grant					
ACTION REQUESTED: Seeking approval FISCAL IMPACT: Other (Select One) If "Other", specify FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify:	FUNDING County Dollars = Grant (Select One)					
ACTION REQUESTED: Seeking approval FISCAL IMPACT: Other (Select One) If "Other", specify FTE IMPACT: No FTE change (Select One)	FUNDING County Dollars = Grant (Select One) Total	0				

7/19/2021





The world's preeminent conference on addiction, mental health, and justice reform.

NEW DATE!

RISE21 will be held August 15-18, 2021

For thousands in the treatment court field, RISE is an important annual opportunity to attend cutting-edge sessions on critical topics, convene with colleagues from across the globe, and earn valuable continuing education. Our goal will always be to provide the best and most accessible education to the field. By shifting RISE to August, more treatment court professionals will be able to attend this important event.

- NADOR GEO Gauson Fox

NADCP recognizes that many hold the dates for RISE well in advance, however based on our assessment of restrictions on travel and large gatherings, along with the evolving public health emergency still at hand, we believe this new date creates more opportunity for full and engaged in-person attendance.

QUESTIONS?

We're here to help. Please reach out with any questions at <u>registration@allrise.org</u>.



Justification Tonikir



COVID-19 Protocols

NADCP is following guidance from local, state, and federal health agencies to ensure that COVID-19 protocols are in place.



Registration

Registration is open! Check out pricing and other key details so you're ready to reserve your spot.



Housing

Housing is open! Review housing options and other key details for reserving your rooms.



Explore RISE21





Finding common ground and motivating a new way of thinking.

About RISE

Since 1994, NADCP has convened the only national conference for treatment court professionals.

Over the past 25 years, our numbers have grown to include public health and public safety leaders working to expand treatment for people with substance use and mental health disorders.

What remains constant is the unparalleled education, entertainment, networking, and fellowship enjoyed by every attendee.

Whether you're a regular or first-time attendee, new to treatment courts or a seasoned pro, we invite you to attend this landmark event and join us as we march toward our mission of ensuring that every individual in the justice system has access to evidence-based treatment and restoration.

Why RISE?

RISE is more than a conference. More than an event. More than education and training.

RISE is a movement. The uniting of forces. The making of a way forward.

RISE is aspirational, uplifting, inclusive.

RISE is about finding common ground and motivating a new way of thinking.

How far we've come only inspires us to see just how far we can go. It starts here: **Onward. Upward. RISE.**



Substance use treatment providers Mental health treatment providers Medical professionals Clinicians

LEGAL

Lutges Prosecutors Detanse attorneus Case managers

LAW ENFORCEMENT

Law enforcement officers Probation-parole officers Pretrial services Corrections officials

CHILD WELFARE

Child developmental services professionals Dourt-appointed special advocates Guardians ad litem School/education professionals

RECOVERY

Peer support specialists Peer mentors Recovery coaches Social workers

VETERANS

7/19/2021





Registration is goeal

REGISTER TODAY"

If you were previously registered for RISE21, you should have received an email from NADCP with information on transferring or cancelling your registration. If you did not, please contact <u>registration@allrise.org</u>.

Member Discount

All active NADCP members will receive a discount on conference registration. To receive the member discount, your 2021 membership payment must be received by NADCP before you register. You will not be able to join or renew your membership during the conference registration process. To join or renew, <u>click here</u>. To check your membership status, reach out to <u>membership@allrise.org</u>.

Registration Payments

Conference registration can be paid by credit card or check. Payment is available online via credit card. Registration can also be paid via check by selecting "Send me an invoice" during the online registration process and send the invoice(s) with your check to:

NADCP PO Box 79289 Baltimore, MD 21279

If you'd rather pay via credit card after receiving an invoice, call (703) 575-9424. Have your invoice number(s), credit card number, expiration date, and security code ready.

Online registration will close on July 30. On-site registration will be available at a rate of \$745.





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RISE21 Pricing

Note: All attendees must be registered with their own email address.

Active Member*

\$670

Non-Member

\$745

Speaker

\$345

International

\$445





\$345

*In order to receive the Active Member rate, membership must be paid before the registration discount can be applied. To join or renew, <u>click here</u>.

Waiver of Liability

As a requirement to attend RISE21, attendees must complete a Waiver of Liability. The Waiver will be emailed to you after you complete your registration. At that time, you will have to agree to the terms of the Waiver of Liability to complete your registration. Your registration will be canceled if you do not agree to the terms of the Waiver of Liability.

Please note that the decision to accept the terms of the Waiver, or to decline to accept them, must be a decision that you **personally** make.

If you are registering a group, each registrant will receive an email with the Waiver and will need to individually accept. To view the Waiver in advance of registering, <u>click here</u>.

Cancellations and Refunds

Please email <u>registration@allrise.org</u> if you need to cancel your registration. The last day to request a cancellation/refund is July 30, 2021.

NADCP will refund only registration fees in the event of a conference cancellation. Registrants should purchase trip insurance to cover hotel, air, transportation, and any other expenses.

Refunds are issued in the same way they were paid (credit card or check). To receive a refund for registration paid via check, please include the name of the person the refund check should be made out to, as well as the physical address where it should be mailed with your cancellation request.

Transfers/Substitutions

No substitutions or transfers are permitted.

Payment Policy

If we do not receive payment for conference in our office by July 30, 2021, your registration will be cancelled. Once your registration is cancelled, you will need to re-register on-site at the Gaylord National Resort & Convention Center. There will be no exceptions to this payment policy. We do not accept purchase orders as payment.

Photo Release



Note: NADCP is unable to provide one-day rates, student discounts, or scholarships to conference attendees.



Justification Toolkit

Use our justification toolkit to explain the substantial return on investment RISE21 provides.





Member Discount

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Questions

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Accords lange						
Agenda Item:						
Ag BMP Low Interest Loan Project - Septic Lien						
Primary Originating Division/Dept.: PPSD - Property Services Meeting Date: 07/27/21						
Contact: Mandy Landkamer Title: PP	SD Director	Item Type: (Select One) Regular Agenda				
Amount of Time Requested 5 minutes						
Presenter: Mandy Landkamer Title: PPS	SD Director	Attachments: 💿 Yes 🔿 No				
County Strategy: Programs and Services - de	eliver value-added qu	ality services				
BACKGROUND/JUSTIFICATION:						
Consideration of a lien attachment on a parcel that utilized amount is \$15,950.00. The attached resolution identifies t	the AgBMP loan program for he parcel and the loan amout	or septic activities. The total loan unt.				
£						
Supporting Documents: O Attached	O In Signature Folder	O None				
Prior Board Action Taken on this Agenda Item:	O Yes O No					
If "yes", when? (provide year; mm/dd/yy if known)						
Approved by County Attorney's Office:	O Yes O No	N/A				
ACTION REQUESTED:						
Approval of the lien attachment to the identi	fied parcel on the atta	ached resolution.				
FISCAL IMPACT: Other (Select One)	FUNDING County Dollars =	0				
If "Other", specify AgBMP Loan Program	State (Select One)	15,950.00				
FTE IMPACT: No FTE change	Total	15,950.00				
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify:		15,950.00				
(Select One)		15,950.00				
If "Increase or "Decrease" specify:		15,950.00				

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

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

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

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

AgBMP LIEN ATTACHMENT #6

PARCEL #	ACTUAL COST	LIEN DATE
06.004.0500	\$15,950.00	May 5, 2021

Dated: July 27, 2021

Terry Morrow, Board Chair Nicollet County Board of Commissioners

ATTEST:

Jaci Kopet Clerk to the Board



Agenda Item:						
Consider Great River Energy Facility Relocation/Reinforcement Agreement						
Primary Originating Division/Dept.: Public Works/Hi	ghway	Meeting Date: 07/27/2021				
Contact: Seth Greenwood, P.E. Title: PWD/	Item Type: (Select One) Regular Agenda					
Amount of Time Requested 15 minutes						
Presenter: Seth Greenwood, P.E. Title: PWD/C	Co. Eng.	Attachments: 💿 Yes 🔿 No				
County Strategy: Facilities and Space - preserve	e, maintain and bu	ild our assets				
BACKGROUND/JUSTIFICATION:						
Plans and specifications are being prepared for the reconstruction of CSAH 15 from TH 111 to CR 51 with construction anticipated to start in the spring of 2022. As part of this project, various utility companies will be required to relocate and make alterations to their facilities. Great River Energy (GRE)maintains power line facilities along 3.5 miles of CSAH 15 that are partially within an existing utility easement outside the existing road right-of-way. Alterations to CSAH 15 will impact some of these facilities which will requires some power poles to be reinforced and/or replaced. Because some of these facilities are outside the existing ROW, Nicollet County will need to reimburse GRE for those alterations. Cost is estimated at \$136,000 but Nicollet County will be responsible for final actual costs. Prepayment is required before GRE will start any design and construction efforts.						
Attached is an agreement that would be between GRE and Nicollet County and that identifies the roles, responsibilities, and costs for each entity regarding this utility work.						
Additional information will be provided at the meeting on July 27th.						
Additional information will be provided at the meeting on July 2	7th.					
	7th. In Signature Folder	None				
Supporting Documents: • Attached						
Supporting Documents: O Attached O	In Signature Folder					
Supporting Documents:Image: AttachedImage: Coloradia structurePrior Board Action Taken on this Agenda Item:Image: Coloradia structureImage: Coloradia structureIf "yes", when? (provide year; mm/dd/yy if known)	In Signature Folder					
Supporting Documents:Image: AttachedImage: Coloradia structurePrior Board Action Taken on this Agenda Item:Image: Coloradia structureImage: Coloradia structureIf "yes", when? (provide year; mm/dd/yy if known)	In Signature Folder Yes O No	O None				
Supporting Documents:Image: AttachedImage: Coloradia structurePrior Board Action Taken on this Agenda Item:Image: Coloradia structureImage: Coloradia structureIf "yes", when? (provide year; mm/dd/yy if known)Image: Coloradia structureImage: Coloradia structureApproved by County Attorney's Office:Image: Coloradia structureImage: Coloradia structure	In Signature Folder Yes O No Yes O No	O None				
Supporting Documents: • Attached • O Prior Board Action Taken on this Agenda Item: • If • Yes", when? (provide year; mm/dd/yy if known) • Approved by County Attorney's Office: • O Action REQUESTED: • County Attorney's Office: • O	In Signature Folder Yes O No Yes O No	O None				
Supporting Documents: O Attached O Prior Board Action Taken on this Agenda Item: O If "yes", when? (provide year; mm/dd/yy if known) Approved by County Attorney's Office: O ACTION REQUESTED: Approved attached agreement and authorize particular of the second sec	In Signature Folder Yes O No Yes O No ayment of invoice	O None ⊙ N/A				
Supporting Documents: • Attached Prior Board Action Taken on this Agenda Item: • If "yes", when? (provide year; mm/dd/yy if known) Approved by County Attorney's Office: • ACTION REQUESTED: • Approved attached agreement and authorize particular (Select One) • If "Other", specify •	In Signature Folder Yes O No Yes O No ayment of invoice FUNDING County Dollars = Grant	O None ⊙ N/A				
Supporting Documents: • Attached Prior Board Action Taken on this Agenda Item: • If "yes", when? (provide year; mm/dd/yy if known) Approved by County Attorney's Office: • ACTION REQUESTED: • Approved attached agreement and authorize proved attached agreement and agreement and agreement and agreement and agreement and agreement and agreement agreeme	In Signature Folder Yes O No Yes O No ayment of invoice FUNDING County Dollars = Grant (Select One)	 ○ None ○ N/A \$135,779.00 				
Supporting Documents: • Attached Prior Board Action Taken on this Agenda Item: • If "yes", when? (provide year; mm/dd/yy if known) Approved by County Attorney's Office: • ACTION REQUESTED: • Approved attached agreement and authorize particular (Select One) • If "Other", specify •	In Signature Folder Yes O No Yes O No ayment of invoice FUNDING County Dollars = Grant (Select One) Total	 ○ N/A \$135,779.00 \$135,779.00 				

FACILITY RELOCATION/REINFORCEMENT AGREEMENT

This Facility Relocation/Reinforcement Agreement ("Agreement") is made and entered into on [•] ("Effective Date") by and between the County of Nicollet ("County"), a political subdivision of the State of Minnesota and Great River Energy, a Minnesota cooperative corporation ("GRE").

BACKGROUND

- A. The County is preparing plans and specifications to issue a contract for the reconstruction of a road project identified as SAP 052-615-025, located along CSAH 15 in the County of Nicollet, Minnesota ("Project").
- B. Certain transmission line facilities owned and operated by GRE ("Facilities") are currently located within the limits of the Project, including certain GRE Facilities located outside the current CSAH 15 road right-of-way which are located within easements held by GRE.
- C. The County and GRE have determined that certain portions of the Facilities need to be relocated and/or reinforced to accommodate the Project, as described in Exhibit B.
- D. GRE has requested reimbursement of the actual cost it incurs in relocating and/or reinforcing the Facilities located outside the CSAH 15 road right-of-way, and the County has agreed to reimburse GRE for all such actual costs. GRE has also agreed to move and/or reinforce the Facilities located within the County's CSAH 15 right-of-way at GRE's sole cost and expense.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, the parties agree as follows.

- 1. <u>Legal Requirements</u>. This Agreement is made in accordance with applicable federal, state and local laws and ordinances, and any other applicable laws or regulations, including any supplements or amendments thereto, and are made a part hereof by reference with the same force and effect as though fully set forth herein.
- Work; Cost Estimate for Reimbursable Portion of Work. GRE will perform or arrange for the design, engineering, materials procurement, construction, testing, site restoration and any other work required for the relocation and/or reinforcement of the Facilities as described in Exhibit A. The estimated cost of the reimbursable portion of the work that will be performed by GRE is \$135,779.00. A detailed breakdown of the estimated cost per relocated and/or reinforced unit is included in Exhibit A.
- 3. <u>Relocation Plans</u>. GRE will provide to the County relocation plans detailing all the Facilities that will need to be relocated and/or reinforced in connection with the Project.
- 4. <u>Relocation and/or Reinforcement of Facilities</u>. GRE will use commercially reasonable efforts to coordinate the relocation and/or reinforcement of the Facilities with the County and the County's contractors, if any, performing work on the Project.

- 5. <u>Permits</u>. In connection with the relocation and/or reinforcement of the Facilities, GRE may be required to acquire permits from the County, MnDOT, the Corps of Engineers, the Minnesota DNR or other applicable governmental or regulatory authority. GRE will provide to the County one copy of any permit application that is required for the relocation and/or reinforcement of the Facilities, including any sketches or other supporting information that is submitted with the application.
- 6. <u>Abandoned Facilities</u>. As part of the relocation and/or reinforcement of the Facilities, GRE will remove existing GRE facilities and materials that need to be removed due to the requirements of the Project. GRE will not abandon existing facilities in place without the prior consent of the County.
- 7. <u>Schedule; Coordination</u>. GRE will use commercially reasonable efforts to complete the relocation and/or reinforcement of the Facilities during the spring of 2022 to accommodate the construction of the Project during the late spring/early summer of 2022. If GRE's work is not complete prior to the commencement of the construction of the Project, GRE will coordinate its remaining work in or around the Project site with the County (or the County's designated contractor) to minimize interference with the County's activities on the Project.
- 8. <u>Right of Access</u>. The County grants to GRE reasonable rights of access to the County's property to perform the Facilities relocation and/or reinforcement. If necessary, GRE agrees to contact the County, prior to performing any onsite work associated with the relocation and/or reinforcement.
- 9. Prepayment; Reimbursable Costs; Final Payment; Billing Disputes.
 - a. The County agrees to make an advance payment to GRE of 100% of the estimated cost of **\$135,779.00** upon the execution of this Agreement.
 - b. Notwithstanding the cost estimate set forth above, the County will reimburse GRE for the actual costs of relocating and/or reinforcing the Facilities for which the County is identified as being responsible in Exhibit B. Such actual costs will be determined based on the rate schedule in effect for the year the work is completed. The cost of materials, equipment and contracted labor will be passed through to the County as charged to GRE. In the event that expenditures associated with the project increase significantly, GRE will notify the County and provide an explanation and projected amount of the increase. GRE will be solely responsible for all costs associated with relocating and/or reinforcing the Facilities for which GRE is identified as being responsible in Exhibit B. In the event GRE identifies a change in the scope of the work from that set forth in Exhibit B, GRE will notify County and the parties will amend this Agreement to incorporate the modified scope of work.
 - c. Upon completion of the relocation and/or reinforcement work, GRE will furnish to the County an invoice supported by an itemized statement of costs for performing the work for which the County is identified as being responsible in Exhibit B. Within thirty (30) days of receipt of the invoice, the County will pay GRE any invoiced costs in excess of the prepayment amount paid by the County to GRE as described in subsection (a) above.

If the County's prepayment amount exceeded the costs identified in the invoice, GRE shall refund to the County the overpayment amount along with interest accrued from the day the prepayment was received was received by GRE to the day the overpayment amount is refunded.

- d. <u>Billing Disputes</u>. In the event that the County in good faith contests the validity, accuracy, or reasonableness of an invoice submitted by GRE, the County will, as promptly as reasonably possible after receiving the invoice, notify GRE in writing explaining the basis for the County's dispute. The County will make payment of the undisputed portion of the invoice as set forth above, and the parties will use good faith efforts to resolve the dispute as soon as reasonably possible.
- e. Dispute Resolution. Any dispute between the County and GRE arising under this Agreement ("Dispute") shall be resolved in accordance with the provisions of this paragraph. The parties shall initially attempt to resolve a Dispute by the following informal dispute resolution process. Either party may provide notice of a Dispute. Within five (5) days of the receipt of such a notice, each party shall designate in writing to the other party a senior representative that is an employee authorized to negotiate in an attempt to resolve the Dispute, and such representatives shall attempt to resolve such Dispute within a period of thirty (30) days from the receipt of the notice of the Dispute (the "Initial Resolution Period"), provided that in the event the proposed resolution of the Dispute involves an amendment or modification of this Agreement, such amendment or modification shall be subject to approval of the governing boards of each party and to the requirements of Section 20 below. In the event the parties are unable to resolve the Dispute among themselves during the Initial Resolution Period, the parties shall meet with a mutually agreed upon subject matter expert to mediate resolution of the Dispute, provided that (1) neither party shall be required to reach a resolution to the Dispute through mediation, (2) the failure of the parties to reach agreement on a subject matter expert will not prejudice either party's right to seek a remedy of the Dispute in a court of competent jurisdiction or through such alternative dispute resolution process as may be mutually agreed to by the parties, and (3) neither party is permitted to seek remedy of the Dispute other than through mutual discussion or through mediation for a period of sixty (60) days after the end of the Initial Resolution Period. The parties shall attempt to resolve all Disputes promptly, equitably and in good faith. If the Dispute remains unresolved sixty (60) days after conclusion of the Initial Resolution Period, the parties may, by mutual agreement, submit the Dispute to arbitration or, if no such agreement to refer the matter to arbitration is reached, either party may assert any claims it believes it has against the other party in law or at equity to a court or governmental authority of competent jurisdiction. During the pendency of the Dispute resolution process, any statute of limitation or other period of time affecting the time within which a party must commence a legal claim regarding such Dispute shall be tolled. For purposes of this paragraph, the "pendency of the Dispute resolution process" during which any statute of limitation or other period of time affecting the time within which a party must commence a legal claim regarding a Dispute shall be tolled shall mean a period beginning on the first date either party initiates the five-day informal dispute resolution process described above and continuing through the end of the sixtieth (60th) day after the conclusion of the Initial Resolution Period, or such later date as may be mutually agreed to in writing by the parties.

- 10. <u>Term</u>. The term of this Agreement will commence on the Effective Date and will remain in effect until the date that the parties agree GRE's relocation and/or reinforcement work is complete. Applicable provisions of this Agreement will remain in effect after termination or expiration to the extent necessary to (i) provide for final invoicing, payments and adjustments, (ii) enforce or complete the duties, obligations and responsibilities, or (iii) address any remedies or indemnifications arising with respect to conduct prior to termination.
- 11. Data Practices and Records Availability and Retention.
 - a. All data collected, created, received, maintained, or disseminated for any purposes by the activities of GRE because of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules implementing such act now in force or as adopted, as well as federal regulations on data privacy. In the event GRE receives a request to release data, it shall notify the County as soon as practical. The County will give instructions concerning release of data to requesting party and GRE will be reimbursed as by the County for its reasonable expenses in complying with the request.
 - b. Pursuant to Minn. Stat. 16C.05, subd. 5, GRE agrees that the County, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonable deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of GRE and involve transactions relating to this Agreement. GRE agrees to maintain these records for a period of six (6) years from the date of termination or expiration of this Agreement.
- 12. <u>Insurance</u>. GRE will maintain, at its expense, statutory worker's compensation insurance coverage, automobile liability insurance, commercial general liability insurance and professional liability coverage for claims arising from bodily injury, death or property damage which may arise from the negligent performance from GRE or its employees. GRE will maintain the following applicable insurance coverages and obligations:

Commercial General Liability Insurance:

- \$1,500,000 general aggregate
- \$1,000,000 personal injury and advertising injury
- \$1,500,000 each occurrence
- \$5,000 medical expense

Automobile Liability Insurance:

- \$1,500,000 bodily injury- combined single limit
- \$ 500,000 bodily injury per claimant

Worker's Compensation Insurance:

• Statutory obligations

The following additional terms shall apply regarding each type of insurance:

- Nicollet County shall be named as an additional insured on each policy, except Worker's Compensation and Professional Liability Insurance.
- The insurance carried by GRE shall be primary insurance and not excess coverage.
- The insurance specified above shall remain in full force during the complete term of this contract. GRE shall give the County written notice 30 days prior to any change in or cancellation of any insurance policy.

GRE will, upon request, furnish Certificates of Insurance documenting terms of coverages.

- Prompt Payment of Subcontractors. As required by Minnesota Statutes, section 471.425, subd.
 4a, GRE shall pay any subcontractor within thirty (30) days of GRE's receipt of an invoice from a subcontractor, provided GRE does not have a good-faith dispute with the invoice submitted, and GRE shall comply with all other provisions of that statute.
- 14. <u>Indemnification</u>. Each party ("Indemnifying Party") will indemnify, defend and hold harmless the other party and such other party's members, elected officials, directors, officers, employees, representatives, agents, successors and assigns (collectively, the "Indemnified Party") and will pay all damages, costs and expenses (including reasonable attorney's fees) incurred by the Indemnified Party as a result of, or arising out of, claims, suits and demands of third parties for the loss of life, personal injury and/or damage to real or tangible personal property, but only to the extent such loss or damage is caused by the negligence, gross negligence or willful misconduct of the Indemnifying Party.
- 15. <u>Limits of Liability</u>. GRE shall not be liable to the County for any losses, damages, costs or expenses of special, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit or revenue, loss of the use of equipment, costs of capital, cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability. The foregoing limitations shall not in any way act to limit the response or obligations of any applicable insurance coverage.
- 16. Force Majeure. Neither party shall be liable to the other for any failure to perform its obligations under this Agreement if prevented from doing so by a cause or causes beyond its reasonable control, including without limitation, acts of God or public enemy, failure of suppliers to perform, fire, floods, storms, earthquakes, riots, strikes, war and restraints of government ("Force Majeure"). The party affected by Force Majeure will resume performance as soon as practicable after the Force Majeure event terminates.
- 17. <u>Governing Law</u>. This Agreement shall be governed and construed in accordance with the laws of the State of Minnesota without giving effect to the principles of conflict of law.
- 18. <u>Entire Agreement</u>. This Agreement, including Exhibits, constitute the entire understanding of the parties with respect to the subject matter herein and shall supersede all prior contracts and understandings between them relating to such matters.

- 19. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts by the parties, each of which when so executed will be an original, but all of which together will constitute one and the same instrument. To facilitate execution of this Agreement, the parties may execute and exchange facsimile counterparts of the signature pages to this Agreement.
- 20. <u>Amendment and Modification</u>. This Agreement may be amended, modified, or supplemented only by written agreement of the parties.
- 21. <u>Assignment</u>. This Agreement shall not be assigned by either party, without the prior express written consent of the other party, which consent shall not be unreasonably withheld. This Agreement shall be binding upon, and inure to the benefit of, the parties and their respective successor and permitted assigns.
- 22. <u>Severability</u>. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be ineffective to the extent of such invalidity or unenforceability; provided, however, that the remaining provisions shall remain in full force and effect.

[signature page follows]

IN WITNESS WHEREOF, GRE and the County have caused this Agreement to be executed as of the Effective Date by its duly authorized representatives.

GREAT RIVER ENERGY

COUNTY OF NICOLLET

By:_____

By: _____ Dan Lesher Its: Manager, Transmission Permitting and Land Rights

Its: <u>County Board Chair</u>

Date: _____

Date: _____

Exhibit A

External Project Summary

Project Name: Project Group: Estimate Type: Revision:	BE-NST - line modification - Nicollet county 2021 road coordination projects PLANNING 1	Project Number: 208526 PM Name: Toomey, Robert GRE-MG CON Status: WAPPR Retained Date:
	Labor	\$75,644
	Material	\$38,885
	Land	\$0
	TP&C	\$0
	Other	\$250
	Consulting/Contracting	\$9,000
	Equipment	\$12,000
	Interest	\$0
	Project Total:	\$135,779

EXHIBIT B					
STATION	STR#	NO IMPACT	GRE Pays	County Pays	GRE NOTES
310+35	66	х			REMAIN AS IS
307+70	67	Х			REMAIN AS IS
304+76	68		Х		ENFORCE
301+83	69	Х			REMAIN AS IS
298+91	70	Х			REMAIN AS IS
295+98	71	Х			REMAIN AS IS
293+05	72	Х			REMAIN AS IS
290+10	73	Х			REMAIN AS IS
287+23	74	Х			REMAIN AS IS
284+37	75		X		ENFORCE
281+52	76	Х			REMAIN AS IS
278+66	77			Х	REPLACE AND/OR RELOCATE
275+81	78	Х			REMAIN AS IS
272+94	79	Х			REMAIN AS IS
270+05	80	Х			REMAIN AS IS
267+19	81	Х			REMAIN AS IS
264+33	82	Х			REMAIN AS IS
261+32	83			Х	REPLACE
258+97	dist				
257+84	84	Х			REMAIN AS IS
255+32	85			X	ENFORCE
252+44	86	Х			REMAIN AS IS
249+38	87	Х			REMAIN AS IS
246+20	88		X		ENFORCE
243+62	89	Х			REMAIN AS IS
240+72	90			Х	ENFORCE
237+90	91	Х			REMAIN AS IS
234+90	92	Х			REMAIN AS IS
232+09	93	Х			REMAIN AS IS
229+21	94	Х			REMAIN AS IS
226+30	95	Х			REMAIN AS IS
223+40	96		Х		ENFORCE
220+64	97		Х		ENFORCE
217+78	98		Х		ENFORCE
215+25	99	X			REMAIN AS IS
212+77	100			Х	ENFORCE

7

	EXHIBIT B (cont.)				
210+24	101			X	ENFORCE
207+74	102	Х			REMAIN AS IS
205+25	103			Х	ENFORCE
202+16	104			Х	ENFORCE
199+13	105	Х			REMAIN AS IS
196+21	106			Х	ENFORCE
192+93	107	Х			REMAIN AS IS
189+86	108	Х			REMAIN AS IS
186+78	109			Х	ENFORCE
183+61	110		Х		ENFORCE
181+18	111	Х			REMAIN AS IS
177+93	112		×		ENFORCE
174+56	113	Х			REMAIN AS IS
172+07	114	X		_	REMAIN AS IS
52.05	115			Х	ENFORCE
166+39	116	Х			REMAIN AS IS
163+55	117	Х			REMAIN AS IS
160+92	118	Х			REMAIN AS IS
157+88	119	X			REMAIN AS IS
155+22	120			Х	ENFORCE
152+18	121	Х			REMAIN AS IS
149+52	122	Х			REMAIN AS IS
146+26	123		Х		ENFORCE
143+61	124		Х		ENFORCE
140+59	125	Х			REMAIN AS IS
137+86	126		Х		ENFORCE
134+82	127			Х	ENFORCE
131+67	128	Х			REMAIN AS IS
128+71	129	Х			TO BE REPLACED DURING SUB PROJECT
126+33	ххх				TO BE REMOVED DURING SUB PROJECT

INVOICE



REMIT TO: Great River Energy Mail Stop 200 12300 Elm Creek Blvd Maple Grove, MN 55369 763-445-5460

INVOICE: W2107208526 INVOICE DATE: 7/20/2021 TERMS: Upon Receipt CUSTOMER: N225

SHIP TO:BILL TO:Nicollet County Public WorksNicollet County Public WorksAttn: Seth GreeenwoodAttn: Seth Greeenwood1700 Sunrise Drive1700 Sunrise DriveSt. Peter, MN 56082St. Peter, MN 56082

ADVANCED PAYMENT	PROJECT: 208526-10
	NET AMOUNT (USD)

Project #208526 - BE-NST - line modification

Labor	75,644.00
Material	38,885.00
Other	250.00
Consulting, Contracting, Survey	9,000.00
Equipment	12,000.00

GRAND TOTAL \$

135,779.00



0				
Agenda Item:				
Consider Revised MnDOT Detour Agreement No. 1046	838			
Primary Originating Division/Dept.: Public Works/Highway	Meeting Date: 07/27/2021			
Contact: Seth Greenwood, P.E. Title: PWD/Co. Eng.	Item Type: (Select One) Regular Agenda			
Amount of Time Requested 5 minutes				
Presenter: Seth Greenwood, P.E. Title: PWD/Co. Eng.	Attachments: 💿 Yes 🔘 No			
County Strategy: Facilities and Space - preserve, mainta	in and build our assets			
BACKGROUND/JUSTIFICATION:				
A previous version of this detour agreement was approved by the County found an error in a portion of the agreement's into. The error has been co	Board on May 25, 2021. MnDOT subsequently rrected in the attached revised detour agreement.			
MnDOT is planning for bridge replacements on TH 169 from 1 mile north of onto the lanes of TH 169 that are not affected by the bridge replacement p flood waters from the Minnesota River. In the event that TH 169 is flooded to the North County Line as an alternate detour route.	project. These lanes though, can be affected by			
If CSAH 20 is needed as a detour route MnDOT is estimating that \$21,251.74 would be provided to Nicollet County as reimbursement for road life consumed.				
Supporting Documents: O Attached O In Signat	ure Folder O None			
	ure Folder O None			
Supporting Documents: • Attached • In Signat				
Supporting Documents: Image: Color Attached Image: Color Attached Prior Board Action Taken on this Agenda Item: Image: Color Attached Image: Color Attached				
Supporting Documents: Image: Attached Image: Image: Image: Image: Attached Prior Board Action Taken on this Agenda Item: Image: Image: Attached Image: Image: Attached If "yes", when? (provide year; mm/dd/yy if known) Image: Attached Image: Attached	⊙ No			
Supporting Documents: • Attached • In Signat Prior Board Action Taken on this Agenda Item: • Yes If "yes", when? (provide year; mm/dd/yy if known) Approved by County Attorney's Office: • Yes	 No No N/A 			
Supporting Documents: • Attached • In Signat Prior Board Action Taken on this Agenda Item: • Yes If "yes", when? (provide year; mm/dd/yy if known) Approved by County Attorney's Office: • Yes ACTION REQUESTED:	 No No N/A 38 and resolution. 			
Supporting Documents: • Attached • In Signat Prior Board Action Taken on this Agenda Item: • Yes If "yes", when? (provide year; mm/dd/yy if known) Approved by County Attorney's Office: • Yes Action REQUESTED: Approve revised MnDOT Detour Agreement No. 10468 FISCAL IMPACT: • Other	 No No N/A 38 and resolution. 			
Supporting Documents: • Attached • In Signat Prior Board Action Taken on this Agenda Item: • Yes If "yes", when? (provide year; mm/dd/yy if known) Approved by County Attorney's Office: • Yes Action REQUESTED: Approve revised MnDOT Detour Agreement No. 10468 FISCAL IMPACT: • Other • County Detoure County	No No No N/A 38 and resolution. Sollars =			
Supporting Documents: • Attached • In Signat Prior Board Action Taken on this Agenda Item: • Yes If "yes", when? (provide year; mm/dd/yy if known) Approved by County Attorney's Office: • Yes Action REQUESTED: Approve revised MnDOT Detour Agreement No. 10468 FISCAL IMPACT: • Other • County County County County County County County If "Other", specify • Grant	No No No N/A 38 and resolution. Sollars =			
Supporting Documents: Attached In Signat Prior Board Action Taken on this Agenda Item: Yes If "yes", when? (provide year; mm/dd/yy if known) Approved by County Attorney's Office: Yes Action REQUESTED: Approve revised MnDOT Detour Agreement No. 10468 Fiscal IMPACT: Other (Select One) If "Other", specify Grant (Select One) FTE IMPACT: No FTE change Total 	No No No N/A 38 and resolution. Sollars =			

STATE OF MINNESOTA DEPARTMENT OF TRANSPORTATION And NICOLLET COUNTY DETOUR AGREEMENT For Trunk Highway No. 169 Detour

State Project Number (S.P.):	5209-80	Original Amount Encumbered
Trunk Highway Number (T.H.):	169=005	<u>\$21,251.74</u>
Federal Project Number:	NHPP 0169 (350)	

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and Nicollet County acting through its Board of Commissioners ("County").

Recitals

- 1. The State is about to perform grading, bituminous surfacing, Bridge No. 52017, Bridge No. 52X09 and culvert construction upon, along, and adjacent to Trunk Highway No. 169 from 1 mile north of north junction of Trunk Highway No. 22 to County Road No. 76 under State Project No. 5209-80 (T.H. 169=005); and
- 2. The State requires an emergency detour to carry Trunk Highway (T.H.) 169 traffic on County State Aid Highway (C.S.A.H.) No. 20 if flooding occurs during the construction on T.H. 169; and
- 3. The State is willing to reimburse the County for the road life consumed by the detour as hereinafter set forth; and
- 4. Minnesota Statutes § 471.59, subdivision 10, § 161.25, and § 161.20, subdivision 2(b), authorize the parties to enter into this Agreement.

Agreement

1. Term of Agreement

- **1.1.** *Effective Date.* This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- **1.2.** *Expiration Date.* This Agreement will expire when the State removes all detour signs, returns the temporary Trunk Highway detour to the County, and pays for the detour compensation.

2. Agreement Between the Parties

- 2.1. Detour.
 - **A.** *Location.* The State will establish the T.H. 169 detour route on the following County road as detailed in the project plans or Special Provisions:

C.S.A.H. 20 for a total distance of 8.42 miles.

B. *Modification of the Detour Route.* The State may modify the detour route or may add additional roadways to the official detour during construction. The State will request concurrence from the

County for changes to the detour route. If such change increases the States total payment amount over the maximum obligation in Article 3.2, the Agreement will be amended.

- **C.** *Axle Loads and Over-Dimension Loads.* The County will permit 10-ton axle loads on the detour route. Over-dimension loads will not be permitted except in cases of extreme emergency.
- **D.** *Traffic Control Devices.* The State may install, maintain, and remove any traffic control devices it considers necessary to properly control the detoured traffic. The State may paint roadway markings, such as the centerline, edge lines, and necessary messages.
- E. Detour Maintenance. The State will perform any necessary bituminous patching and ordinary maintenance on the roadway or shoulder of the County roads used for the detour, at no cost or expense to the County. Bituminous patching is defined as any work, including continuous full width overlays, less than 100 feet in length. All State expenditures beyond those required for bituminous patching and ordinary maintenance will be credited against the road life consumed reimbursement due the County.
- **F.** *Duration.* The State will provide the County with advance notice identifying the dates the State intends to place and remove the detour signing.
- **2.2.** Basis of State Cost (Road Life Consumed). The State will reimburse the County for the road life consumed by the detour using the following methods, as set forth in the Detour Management Study Final Report dated January 1991, and updated by MnDOT's Policy on Cost Participation for Cooperative Construction Projects and Maintenance Responsibilities between MnDOT and Local Units of Government.
 - A. The "Gas Tax Method" formula, multiplies the Combined Tax Factor per mile times the Average Daily Traffic ("ADT") count of vehicles diverted from the Trunk Highway times the county road length in miles times the duration of the detour in days to determine the State's cost for the road life consumed by the detour. If an ADT changes, the parties will amend the Agreement.
 - **B.** The County may, at its option, perform an "Equivalent Overlay Method" analysis. A State-approved firm, at no cost or expense to the State, must perform the testing and analysis. The County will keep records and accounts to verify any claim it might bring against the State for additional costs using the "Equivalent Overlay Method".

3. Payment

3.1. For Road Life Consumed. \$21,251.74 is the State's estimated cost for the road life consumed by the detour based on the data below:

Tax Factor	ADT	Road Length (Miles)	Duration (Days)	<u>Cost</u>
0.00513	16400	8.42	30	\$21,251.74
		Road Li	ife Consumed Amount:	\$21.251.74

The State's total payment for the road life consumed by the detour is equal to the amount computed by using the "Gas Tax Method" formula plus any amount determined by using the "Equivalent Overlay Method" analysis that is in excess of twice the "Gas Tax Method" amount.

3.2. *Maximum Obligation.* \$45,000.00 is the maximum obligation of the State under this Agreement and must not be exceeded unless the maximum obligation is increased by execution of an amendment to this Agreement.

Detour Agreement without Local Maintenance (Cooperative Agreements)

- **3.3.** Conditions of Payment. The State will pay the County the State's total road life consumed payment amount after performing the following conditions.
 - **A.** Execution of this Agreement and the County's receipt of the executed Agreement.
 - B. State's encumbrance of the State's total payment amount.
 - C. State's removal of all detour signs.
 - **D.** State notifies the County of the removal of the detour signs, and the number of days the detour was in effect.
 - E. State's receipt of a written request from the County for payment.

4. Release of Road Restoration Obligations

By accepting the State's road life consumed payment plan and total payment amount, the County releases the State of its obligation, under Minnesota Statutes § 161.25, to restore the county roads used as a T.H. 169 detour to as good of condition as they were before designation as temporary trunk highways.

5. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

5.1. The State's Authorized Representative will be:

Name, Title:	Susan Museus, Contract Administrator (or suc	cessor)
Address:	2151 Bassett Drive, Mankato, MN 56001	
Telephone:	507-304-6202	
E-Mail:	Susan.Museus@state.mn.us	10 C

5.2. The County's Authorized Representative will be:

Name, Title:	Seth Greenwood, Public Works Director (or successor)
Address:	1700 Sunrise Drive, St. Peter, MN 56082
Telephone:	507-934-7723
E-Mail:	sgreenwood@co.nicollet.mn.us

6. Assignment; Amendments; Waiver; Contract Complete

- **6.1.** Assignment. No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- **6.2.** *Amendments.* Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- **6.3.** *Waiver.* If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.
- **6.4.** Contract Complete. This Agreement contains all prior negotiations and agreements between the State and the County. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

7. Liability

The County and State will be responsible for their own acts and omissions, to the extent authorized by law. Minnesota Statutes § 3.736 governs the State's liability. Minnesota Statutes, Chapter 466 governs the liability of the County.

8. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the County's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

9. Government Data Practices

The County and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the County under this Agreement. The civil remedies of Minnesota Statutes § 13.08 apply to the release of the data referred to in this clause by either the County or the State.

10. Governing Law; Jurisdiction; Venue

Minnesota law governs the validity, interpretation, and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11. Termination; Suspension

- **11.1.** By Mutual Agreement. This Agreement may be terminated by mutual agreement of the parties or by the State for insufficient funding as described below.
- **11.2.** *Termination for Insufficient Funding.* The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the County. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the County will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if this Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds.
- **11.3.** *Suspension.* In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities, performance, and payments authorized through this Agreement. Any work performed during a period of suspension will be considered unauthorized work and will be undertaken at the risk of non-payment.

12. Force Majeure

No party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

[The remainder of this page has been intentionally left blank]

STATE ENCUMBRANCE VERIFICATION	DEPARTMENT OF TRANSPORTATION
Individual certifies that funds have been encumbered as required by Minnesota Statutes § 16A.15 and 16C.05.	Approved:
	By: (District Engineer)
Signed:	
Date:	Date:
SWIFT Purchase Order:	COMMISSIONER OF ADMINISTRATION
	By:(With Delegated Authority)
NICOLLET COUNTY	(With Delegated Authority)
The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions, or ordinances.	Date:
P.e.	
Ву:	
Title: Interim County Administrator	
Date:	
Ву:	
	20
Title: Board Chair	
Date:	

INCLUDE COPY OF THE RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

Detour Agreement without Local Maintenance (Cooperative Agreements)

NICOLLET COUNTY

RESOLUTION

IT IS RESOLVED that Nicollet County enter into MnDOT Agreement No. 1046838 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the State to the County for the use of County State Aid Highway No. 20 as an emergency detour route if flooding of Trunk Highway No. 169 occurs during the construction to be performed upon, along, and adjacent to Trunk Highway No. 169 from 1 mile north of north junction of Trunk Highway No. 22 to County Road No. 76 under State Project No. 5209-80 (T.H. 169=005).

IT IS FURTHER RESOLVED that the <u>Interim County Administrator</u> and the <u>Board Chair</u> are authorized to execute the Agreement and any amendments to the Agreement.

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Board of Commissioners of Nicollet County at an authorized meeting held on the <u>27th</u> day of <u>July</u>, 2021, as shown by the minutes of the meeting in my possession.

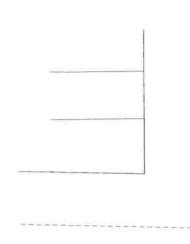
Subscribed and sworn to me this day of	, 2021	(Signature)
Notary Public		(Type or Print Name)
My Commission Expires		(Title)

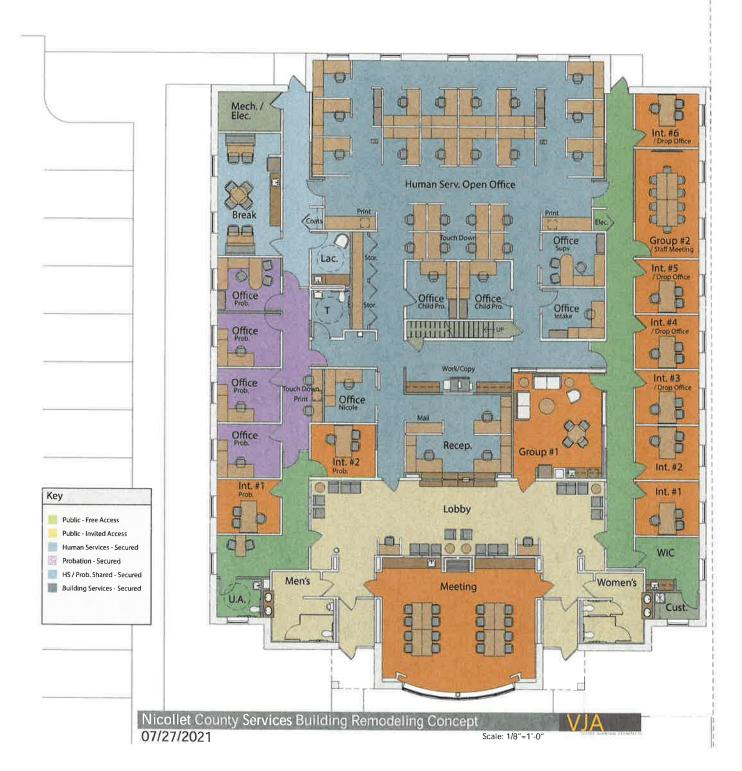


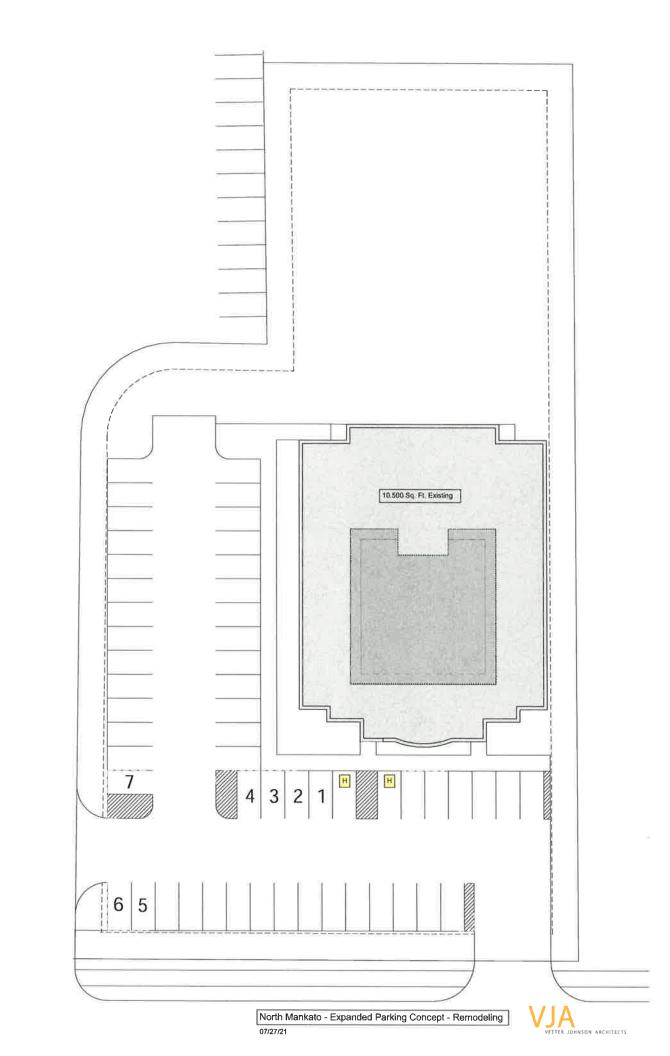
Agenda Item:				
David Drown Associates Company Update				
Primary Originating Division/Dept. Administration		Meeting Date: 07/27/2021		
Contact: Mandy Landkamer Title: Interio Amount of Time Requested 20 minutes	m County 🗳	Item Type: (Select One) Regular Agenda		
Trul	Company	Attachments: 🔿 Yes 💿 No		
County Strategy: Programs and Services - deliv	er value-added qu	ality services		
BACKGROUND/JUSTIFICATION: Consideration of the information related to the County Administrator finalist selection process.				
Supporting Documents: O Attached O	In Signature Folder	• None		
Prior Board Action Taken on this Agenda Item:	Yes O No			
lf "yes", when? (provide year; mm/dd/yy if known)				
Approved by County Attorney's Office:	Yes O No	• N/A		
ACTION REQUESTED:				
FISCAL IMPACT: NOT in current budget (Select One)	FUNDING County Dollars =			
If "Other", specify	Other (Select One)			
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:	Total			
Related Financial/FTE Comments.				

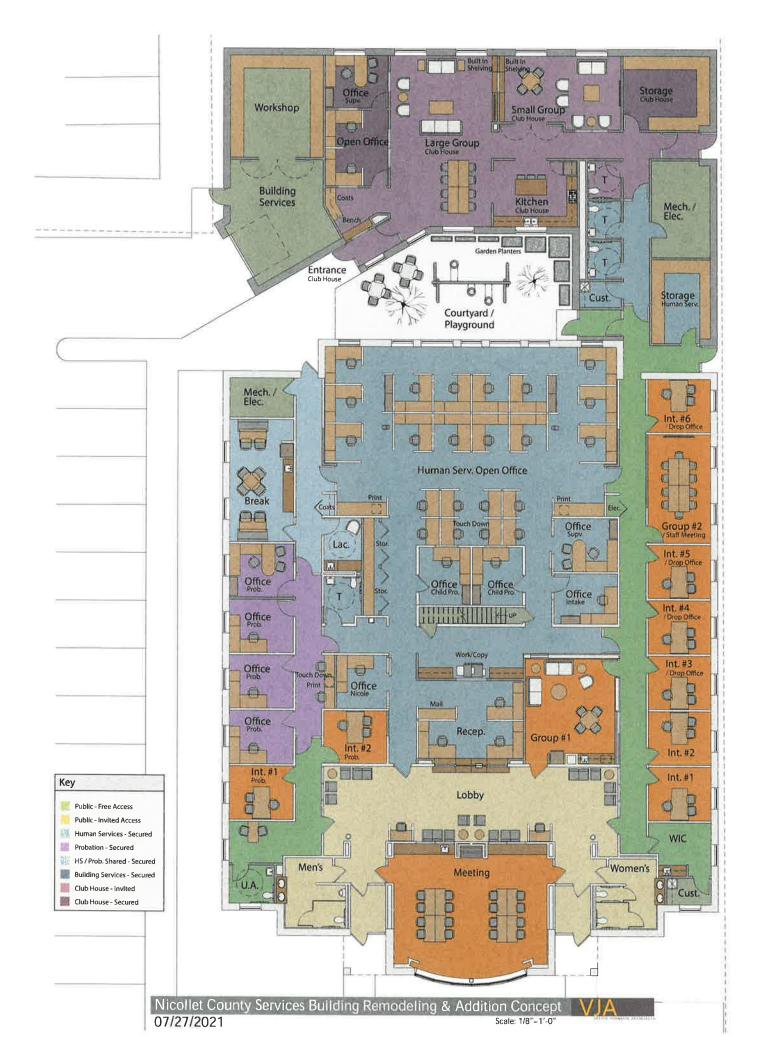


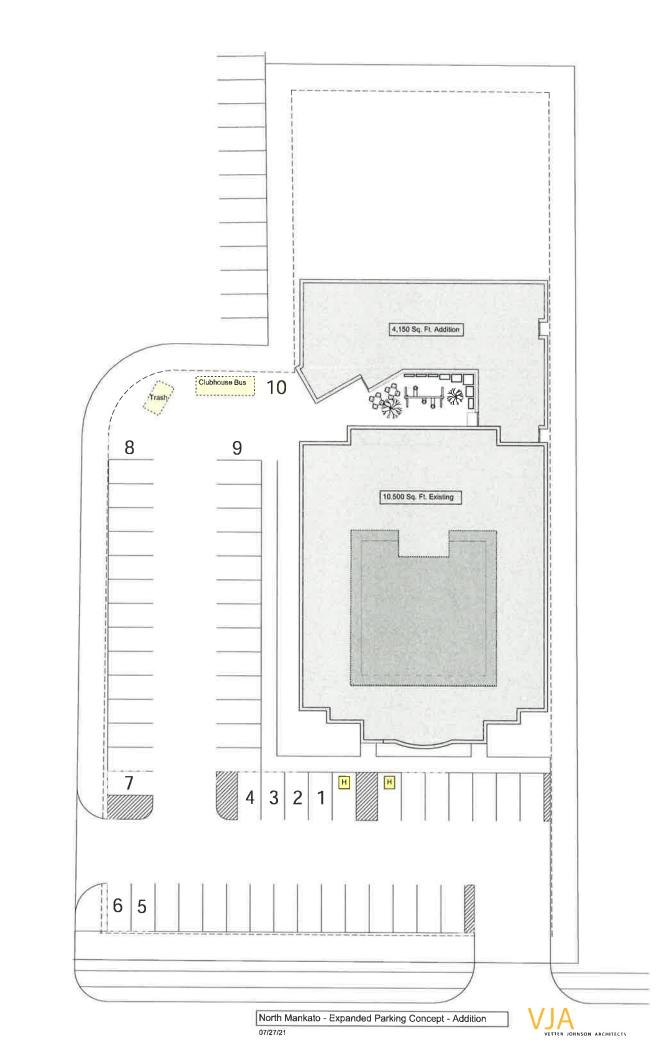
Agenda Item:			
Vetter Johnson Architects, Inc and Contegri	ty Group Presentatio	n	
Primary Originating Division/Dept.: Administratio	n	Meeting Date: 07/27/21	
Contact: Mandy Landkamer Title: Inte	erim County	Item Type: (Select One) Regular Agenda	
Amount of Time Requested 30 minutes			
Presenter: Tyler Johnson Title: Vett	er Johnson 🖬	Attachments: 💽 Yes 🔘 No	
County Strategy: Facilities and Space - prese (Select One)	erve, maintain and bu	ild our assets	
BACKGROUND/JUSTIFICATION:			
Presentation by Vetter Johnson Architects, Inc. and Conteg Services building concepts plans.	grity Group concerning the N	North Mankato Health and Human	
2			
Supporting Documents: O Attached	O In Signature Folder	O None	
Prior Board Action Taken on this Agenda Item:	• Yes • • No		
If "yes", when? (provide year; mm/dd/yy if known)	May 25, 2021		
Approved by County Attorney's Office:	O Yes O No	• N/A	
ACTION REQUESTED:			
No action requested, for discussion purposes.			
FISCAL IMPACT: No fiscal impact	FUNDING County Dollars =		
If "Other", specify	Other		
	(Select One)		
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify:	Total		
Related Financial/FTE Comments:			











Nicollet County HHS Interior Renovation & Addition SD Estimate 7/14/21



contegritygroup

Construction Management

DIVISIONS OF WORK	7-14-21: SD TOTALS	Cost/SF (13,966)
CATEGORY 01 - SITEWORK	69,847.50	5.00
CATEGORY 02 - CONCRETE	58,572.50	4.19
CATEGORY 03 - GENERAL CONSTRUCTION	443,504,73	31.76
CATEGORY 04 - MASONRY	313,720.00	22.46
CATEGORY 05 - ROOFING & SHEET METAL	82,467.00	5.90
CATEGORY 06 - GLAZING & ALUMINUM OFFICE FRONTS	66,343.50	4.75
CATEGORY 07 - ACOUSTICAL CEILING	44,325.75	3.17
CATEGORY 08 - TILE/FLOORING/WINDOW TREATMENTS	174,609.50	12.50
CATEGORY 09 - PAINTING	45,389.50	3.25
CATEGORY 10 - FIRE SUPRESSION	45,530.75	3.26
CATEGORY 11 - PLUMBING/HVAC/TEST & BALANCING/CONTROLS	472,756.90	33.85
CATEGORY 12 - ELECTRICAL/COMMUNICATION/ELECTRONIC SAFETY & SECURITY	443,124.75	31.73
Sub Total Construction	2,260,192.38	161.84
** General Requirements	271,223.09	
Building Permitting / Plan Review	20,000.00	
Contingency Allowance - Design / Bid / Build 10%	253,141.55	
Sub Total	2,804,557.01	
Professional Fees (Architect / Engineers / CM - Allowance of 15% Carried)	420,683.55	
Construction Cost	3,225,240.56	
Owner Items	011.000	
FF& E Allowance (VJA Prelim. Estimate)	214,000.00	
FF&E Playground Improvements	40,000.00	
Expanded Parking Option	20,000.00	
PROJECT TOTAL*	3,499,240.56	

Notes

* ESTIMATE IS BASED ON AN OPEN COMPETITIVE BID MARKET.

* ESTIMATE IS BASED ON HISTORICAL VALUES AND IS AN APPROXIMATION OF CONSTRUCTION COSTS FOR 2021

* BASE PROJECT TOTAL DOES NOT INCLUDE COSTS FOR INCEDENTALS TO ONGOING COUNTY OPERATIONS THAT NEED TO BE ACCOUNTED FOR DURING PHASING AND DISRUPTION OF PROJECT IF NECESSARY.

* ESTIMATE DOES NOT INCLUDE ANY HAZARDOUS MATERIAL / ASBESTOS REMOVAL.

** GENERAL REQUIRMENTS (Owner Budget) are for items such as; Surveying, Soil Borings, Site Fencing, Portable Toilets, Dumpsters, Office Trailer, Plan Reproduction, Mailing Fees, Temp Signage, Temp Power, Temp Heat/Cool, Special Inspections/Testing, Builders Risk Insurance, Temp Enclosures, Safety Barricades, Fire Protection, Moving Expense, Final Cleaning, Temp Storage, On Site Supervision, This Budget will be refined and established in conjunction with the owner and the architect based on the anticipated needs of the project.

Nicollet County HHS Interior Renovation SD Estimate 7/14/21



contegrity group

Construction Management

DIVISIONS OF WORK	12-12-19: SD TOTALS	7-14-21: SD TOTALS	Cost / SF (9,895)
CATEGORY 01 - GENERAL CONSTRUCTION	199,189.10	237,326.05	23.98
CATEGORY 02 - GLAZING & ALUMINUM OFFICE FRONTS	24,278.50	38,673.50	3.91
CATEGORY 03 - ACOUSTICAL CEILING	28,944.50	28,944.50	2.93
CATEGORY 04 - TILE/FLOORING/WINDOW TREATMENTS	110,895.50	119,813.50	12.11
CATEGORY 05 - PAINTING	32,158.75	32,158.75	3.25
CATEGORY 06 - FIRE SUPRESSION	27,211.25	27,211.25	2.75
CATEGORY 07 - PLUMBING/HVAC/TEST & BALANCING/CONTROLS	239,330.00	239,330.00	24.19
CATEGORY 08 - ELECTRICAL/COMMUNICATION/ELECTRONIC SAFETY & SECURITY	300,565.75	299,865.75	30.30
Sub Total Construction	962,573.35	1,023,323.30	103.42
** General Requirements	115,508.80	122,798.80	
Building Permitting / Plan Review	9,000.00	10,000.00	
Contingency Allowance - Design / Bid / Build 10%	107,808.22	114,612.21	
Sub Total	1,194,890.37	1,270,734.31	
2019 Estimated Construction Management Fee	41,000.00		
2019 Estimated Architect / Engineering Fee	111,509.69		
Professional Fees (Architect / Engineers / CM - Allowance of 15% Carried)		190,610.15	
Owner Items			
FF& E Allowance (VJA Prelim. Estimate)	194,000.00	194,000.00	
PROJECT TOTAL*	1,541,400.06	1,655,344.45	

Notes

* ESTIMATE IS BASED ON AN OPEN COMPETITIVE BID MARKET.

* ESTIMATE IS BASED ON HISTORICAL VALUES AND IS AN APPROXIMATION OF CONSTRUCTION COSTS FOR 2021

* BASE PROJECT TOTAL DOES NOT INCLUDE COSTS FOR INCEDENTALS TO ONGOING COUNTY OPERATIONS THAT NEED TO BE ACCOUNTED FOR DURING PHASING AND DISRUPTION OF PROJECT IF NECESSARY.

* ESTIMATE DOES NOT INCLUDE ANY HAZARDOUS MATERIAL / ASBESTOS REMOVAL.

** GENERAL REQUIRMENTS (Owner Budget) are for items such as; Surveying, Soil Borings, Site Fencing, Portable Toilets, Dumpsters, Office Trailer, Plan Reproduction, Mailing Fees, Temp Signage, Temp Power, Temp Heat/Cool, Special Inspections/Testing, Builders Risk Insurance, Temp Enclosures, Safety Barricades, Fire Protection, Moving Expense, Final Cleaning, Temp Storage, On Site Supervision, This Budget will be refined and established in conjunction with the owner and the architect based on the anticipated needs of the project.



Agenda Item:			
Star Tribune Top Work Place 2021 Designation	ו		
Primary Originating Division/Dept.: Administration		Meeting Date: 07/27/2021	
	County	Item Type: (Select One) Regular Agenda	
Amount of Time Requested 5 minutes			
Presenter: Mandy Landkamer Title: Interim	County 🗳	Attachments: 🗿 Yes 🔿 No	
County Strategy: Collaborative Workplace - sus	ain the core value	es of our culture	
BACKGROUND/JUSTIFICATION:			
Nicollet County has been selected as a 2021 Star Tribune Top Work Place. This award recognizes the hard work and dedication of all Nicollet County employees. This special designation places the County among an elite group of organizations. The selection criteria was based on feedback obtained through the Energage survey made available to staff earlier this year. The June 20th, Sunday edition of the Star Tribune, included a special section that showcased the top 175 rankings, overall results, and a list of the National Standard Top Workplaces that included Nicollet County.			
Supporting Documents: O Attached O	In Signature Folder	O None	
Prior Board Action Taken on this Agenda Item: O	Yes O No		
lf "yes", when? (provide year; mm/dd/yy if known)			
Approved by County Attorney's Office:	Yes O No	⊙ N/A	
ACTION REQUESTED:			
Acknowledgment of the Star Tribune Top Work Place 2021 Designation.			
FISCAL IMPACT: No fiscal impact	FUNDING County Dollars =		
	0.1		
If "Other", specify	Other (Select One)		



Nicollet County



May 20, 2021



Nicollet County 501 S Minnesota Avenue St. Peter, MN 56082

Dear Jamie Haefner,

Congratulations on being selected a National Standard Star Tribune Top Workplace. As you know, this special designation places you among an elite group of companies.

This certificate proudly recognizes the hard work and dedication your company has made this year in creating an environment that values your employees and a strong work culture. Which is so essential, especially in these challenging times.

Star Tribune's Top Workplaces were selected from the results of an employee survey conducted by our partner Energage that measures engagement, organizational health and satisfaction. The 12th annual Top Workplaces special section published in the Star Tribune on Sunday, June 20, and on StarTribune.com will showcase the Top 175 rankings, overall results, and a list of the National Standard Top Workplaces that will include your company.

Please accept this certificate and our congratulations on achieving this outstanding accomplishment and be sure to nominate your company for 2022.

Sincerely,

Mechael / Kingensmith

Michael J. Klingensmith Publisher and CEO Star Tribune Media Company LLC



Agenda Item:				
Proclamation of County Staff Appreciation D	Day			
Primary Originating Division/Dept.: Administration Meeting Date: 07/27/2021				
	erim County	Item Type: (Select One) Regular Agenda		
Descenter of the second s	erim County	Attachments: 💿 Yes 🔿 No		
County Strategy: Programs and Services - de (Select One)		ality services		
BACKGROUND/JUSTIFICATION: Consideration of the attached "Proclamation of County Staff Appreciation Day".				
Supporting Documents: O Attached	O In Signature Folder	O None		
Prior Board Action Taken on this Agenda Item:	O Yes O No			
If "yes", when? (provide year; mm/dd/yy if known)				
Approved by County Attorney's Office:	O Yes O No	⊙ N/A		
ACTION REQUESTED:				
Approval of the attached proclamation.				
FISCAL IMPACT: No fiscal impact (Select One)	FUNDING County Dollars =			
If "Other", specify	Other (Select One)			
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:	Total			

Proclamation of County Staff Appreciation Day

WHEREAS, county staff serve as the cornerstone of this community, dedicating their time, skills, and expertise for the benefit of their neighbors; and

WHEREAS, county staff went beyond expectations, taking on personal risks, to continue delivering essential services to the citizens of our county during the COVID-19 pandemic; and

WHEREAS, in addition to their regular duties, many county staff were called upon and accepted new and challenging responsibilities during the pandemic such as expediting the distribution of thousands of dollars in economic recovery appropriations, empowering the survival of our local business community; successfully managing a deluge of mail-in ballots in an unprecedented federal election; and, retooling local public health education outreach to flatten the curve; and

WHEREAS, although the state has turned the corner on the COVID-19 pandemic, county staff continue their exemplary work, assisting with recovery through vaccination roll outs and preparing for the American Rescue Plan's multi-year recovery effort; and

WHEREAS, the work of county staff over the past year and a half have kept the doors of the county open and our community safer, healthier, and productive throughout months of unprecedented global transition; and

WHEREAS, President Sve and the Board of the Association of Minnesota Counties requested the Office of Governor Walz and Lt. Governor Flanagan to proclaim July 27, 2021 as County Staff Appreciation Day and their request was granted;

NOW, THEREFORE BE IT RESOLVED, we, the Nicollet County Board of Commissioners, proclaim July 27, 2021 as County Staff Appreciation Day and extend our thanks to the staff of our county and express deep gratitude for their commitment to excellence in public service during the COVID-19 pandemic.

Dated: July 27, 2021

Terry Morrow, Board Chair Nicollet County Board of Commissioners

ATTEST:

Jaci Kopet, Clerk to the Board

OFFICIAL PROCEEDINGS OF THE NICOLLET COUNTY DRAINAGE AUTHORITY JULY 13, 2021

The Nicollet County Drainage Authority met in regular session on Tuesday, July 13, 2021 at 9:17 a.m. with Chair Terry Morrow presiding. Commissioners John Luepke, Jack Kolars, Marie Dranttel and Denny Kemp were present. Also present were Interim County Administrator Mandy Landkamer, Recording Secretary Abigail Lewis and County Attorney Michelle Zehnder Fischer.

Agenda

Motion by Commissioner Kemp and seconded by Commissioner Luepke to approve the agenda. Motion carried with all voting in favor on a roll call vote.

Consent Agenda

Motion by Commissioner Kemp and seconded by Commissioner Luepke to approve the consent agenda items as follows: approval of the June 22, 2021 Drainage Authority minutes. Motion carried with all voting in favor on a roll call vote.

Set the Date for the Final Hearing for Redeterminations on Various County Ditches

Motion by Commissioner Kemp and seconded by Commissioner Luepke to set the date of August 24, 2021 at 10:00 a.m. for the final hearing for the redetermination on County ditches 4A, 13A, 29A, 33A, 48A, and 51A. Motion carried with all voting in favor.

Consider Approval of Findings of Fact and Order for the Reestablishment of CD48A

Motion by Commissioner Kemp and seconded by Commissioner Dranttel to approve the Findings of Fact and Order for the Reestablishment of CD48A. Motion carried with all voting in favor.

Adjourn

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

Chair Morrow adjourned the meeting at 9:24 a.m.

TERRY MORROW, CHAIR BOARD OF COMMISSIONERS

ATTEST:

JACI KOPET CLERK TO THE BOARD