

## Board of Commissioners Agenda

**July 11, 2023**

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

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

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

1. Pledge of Allegiance
2. Silence Your Cell Phones
3. Approval of Agenda
4. Approval of Consent Agenda:
  - a. [June 27, 2023 Board Minutes](#)
  - b. [Baker Tilly Scope Appendix Approval for Municipal Advisory Services](#)
  - c. [End of Probations](#)
  - d. Approval of Bills
5. Public Appearances

**9:05 a.m. 6. Board Engagement**

- a. [MnDOT Presentation: Capital Highway Investment Plan \(CHIP\) Outreach](#)

**9:35 a.m. 7. Administration**

- a. [REDA Joint Economic Development Service Agreement](#)

- 9:40 a.m.**
8. County Attorney Update
  9. Chair's Report
  10. Commissioner Committee Reports, Meetings & Conferences
  11. Approve Per Diems and Expenses
  12. Adjourn Board of Commissioners Meeting

**9:45 a.m. Call Drainage Authority Meeting to Order: Chair**

1. Approval of Agenda
2. Approval of Consent Agenda
  - a. [June 27, 2023 Drainage Authority Minutes](#)
3. Public Appearances

**9:50 a.m. 4. Adjourn Drainage Authority Meeting**

### Mission Statement

Providing efficient services with innovation and accountability.

### Vision Statement

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

### Core Values

Leadership. Integrity.  
Accountability.  
Efficiency. Innovation.

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### **Notice of Scheduled Meetings**

The following is a notice of scheduled meetings. Pursuant to Minnesota Statute 13D.04, this notice of meetings also serves as notice of regular and special meetings of the Nicollet County Board of Commissioners.

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

#### July 2023

July 11 – Personnel Committee Meeting, 8-8:45 a.m., Nicollet Room, St. Peter  
July 11 – Board of Commissioners Meeting, 9 a.m.; Nicollet County Board Room, St. Peter  
July 11 – Drainage Authority Meeting, following adjournment of the BOC Meeting; Nicollet County Board Room, St. Peter  
July 11 – Informational Meeting with State Auditor Julie Blaha, 10:15 a.m.; Nicollet County Board Room, St. Peter  
July 12 – Nicollet County Association of Townships, 6:30 p.m. social time; 7:00 p.m. meeting; American Legion, Nicollet  
July 17 – Board of Adjustment & Appeals/Planning & Zoning Advisory Commission, 7 p.m.; Nicollet Co. Board Room, St. Peter  
July 18 – Individual Dept. Head Meeting (Human Resources), 8:15 a.m.; Nicollet County Board Room, St. Peter  
July 18 – Board Workshop, 9:30 a.m.; Nicollet County Board Room, St. Peter  
July 18 – Nicollet County & Sibley County Joint Meeting, 11:30-1:00 p.m.; Nicollet County Board Room, St. Peter  
July 25 – Board of Commissioners Meeting, 9 a.m.; Nicollet County Board Room, St. Peter  
July 25 – Drainage Authority Meeting, following adjournment of the BOC Meeting; Nicollet County Board Room, St. Peter  
July 26 – Tri-County Solid Waste Joint Powers Board Meeting, 8:30 a.m.; Nicollet County Board Room, St. Peter  
July 28 – BNEH Full Board Meeting; 9:00 a.m.; New Ulm Law Enforcement Center, 15 S Washington St, New Ulm

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**JUNE 27, 2023**  
**OFFICIAL PROCEEDINGS OF THE**  
**BOARD OF COUNTY COMMISSIONERS**

The Nicollet County Board of Commissioners met in regular session on Tuesday, June 27, 2023, at 9:00 a.m. Present at the meeting were Commissioners Jack Kolars, Terry Morrow, Marie Dranttel, Mark Dehen, and Kurt Zins. Also present were County Administrator Mandy Landkamer, County Attorney Michelle Zehnder Fischer and Recording Secretary Sarah Frahm.

**Approval of Agenda**

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

**Consent Agenda**

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

1. June 12, 2023 Board of Appeal & Equalization Minutes
2. June 13, 2023 Board & Drainage Authority Minutes
3. MN Department of Revenue Local Transit Sales and Use Tax Agreement
4. End of Probations
5. Approval of Bills
6. Acknowledgment of the Auditor's Warrants and approval of the Commissioner Warrants as presented for the following amounts:
  - a. General Revenue Fund - \$127,224.16;
  - b. Road & Bridge Fund - \$60,835.90;
  - c. Human Services Fund - \$178,612.67;

Motion carried with all voting in favor.

**Public Appearances:**

There were no public appearances.

**Human Resources**

***Pay System and Compensation Plan***

Director Larson came before the Board to ask for approval of the Pay System and Compensation Plan. The Plan was updated following the completion of the 2022 Classification and Compensation study.

Motion by Commissioner Dranttel and seconded by Commissioner Morrow to approve the updated Pay System and Compensation Plan as presented. The motion was approved with all voting in favor on a roll call vote.

**Health and Human Services**

***Ecumen Pathstone: Needs Determination***

Ecumen Pathstone has requested to develop a new facility-based day services program in St. Peter that would serve clients ages 55 and over.

Motion by Commissioner Morrow and seconded by Commissioner Dranttel to approve the Ecumen Pathstone determination of need application through electronic signature and submission. Motion carried with all voting in favor on a roll call vote.

### ***Fraud Prevention Investigation (FPI) Grant Renewal***

Director Sassenberg requested approval of the State of MN County Grant Contract, which renews the Fraud Prevention Investigation (FPI) grant agreement from July 1, 2023 through June 30, 2025. The grant amount remains the same as in prior agreements.

Motion by Commissioner Zins and seconded by Commissioner Dehen to approve the DHS County Grant Contract to renew FPI Grant Funding via electronic signature. Motion carried with all voting in favor on a roll call vote.

### ***2023 Blue Earth County Mental Health Center Purchase of Service Agreement***

Nicollet County contracts with the Blue Earth Mental Health Center to provide mental health services for uninsured or under-insured residents of Nicollet County. Adjustments to the contract include updated statute language and appendix figures.

Motion by Commissioner Dehen and seconded by Commissioner Morrow to approve the 2023 Purchase of Service Agreement with Blue Earth County Mental Health Center. Motion carried with all voting in favor on a roll call vote.

### **County Attorney Information:**

Attorney Zehnder Fischer shared that their office is currently reviewing legislative changes that have occurred this session and how they will impact future operations. The office has also been busy with criminal & mental health cases as well as outreach events in the community.

### **Chair's Report**

- Traverse de Sioux Board & Personnel Committee
- Immtrack
- Board Workshop
- Owner-Rep meeting
- AMC Research Committee
- County Board
- AMC

### **Commissioner Committee Reports:**

#### **Commissioner Terry Morrow**

- Board Workshop
- County Board
- Workforce Development
- Hwy 169 Coalition
- Owner-Rep meeting
- Planning & Zoning/Board of Adjustments & Appeals

#### **Commissioner Marie Dranttel**

- Board Workshop
- County Board
- Owner-Rep meeting
- Region 9 Budget
- Planning & Zoning/Board of Adjustments & Appeals

**Commissioner Mark Dehen**

- Board Workshop
- County Board
- Owner-Rep meeting
- SCHSAC State Health Advisory Board
- MDH Orientation event/Public Health Lab tour

**Commissioner Kurt Zins**

- Board Workshop
- County Board
- Owner-Rep meeting

**Approve Per Diems and Expenses**

Motion by Commissioner Zins and seconded by Commissioner Dehen 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**

Chair Kolars adjourned the meeting at 9:18 a.m.

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JACK KOLARS, CHAIR  
BOARD OF COMMISSIONERS

ATTEST:

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MANDY LANDKAMER,  
CLERK TO THE BOARD

# Nicollet County Board of Commissioners

## Board Meeting Agenda Item



<b>Agenda Item:</b> Baker Tilly Scope Appendix Approval for Municipal Advisory Services		
Primary Originating Division/Dept.: Finance		Meeting Date: 07/11/2023
Contact: Heather McCormick	Title: Finance Director	Item Type: Consent Agenda (Select One)
Amount of Time Requested: minutes		
Presenter:	Title:	Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No
County Strategy: Financial Security - prudent use of taxpayer resources (Select One)		
<b>BACKGROUND/JUSTIFICATION:</b> <p>The attached Scope Appendix replaces a prior agreement with Springsted (now Baker Tilly) which was effective January 2017 to present. Springsted merged with Baker Tilly in 2019. Contract updates are being completed in 2023.</p> <p>The Scope Appendix is for Baker Tilly Municipal Advisory Services which includes Debt Issuance, Arbitrage, and Continuing Disclosure services.</p> <p>There are no changes for current services provided.</p> <p>The Engagement Letter with Baker Tilly was approved at Board Meeting 10/11/22.</p>		
Supporting Documents: <input checked="" type="radio"/> Attached <input type="radio"/> In Signature Folder <input type="radio"/> None		
Prior Board Action Taken on this Agenda Item: <input checked="" type="radio"/> Yes <input type="radio"/> No		
If "yes", when? (provide year; mm/dd/yy if known) Engagement Letter 10/11/22		
Approved by County Attorney's Office: <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A		
<b>ACTION REQUESTED:</b> Board Chair Signature on agreement		
<b>FISCAL IMPACT:</b> Other (Select One)		<b>FUNDING</b> County Dollars =
If "Other", specify:		Other (Select One)
<b>FTE IMPACT:</b> No FTE change (Select One)		<b>Total:</b>
If "Increase or "Decrease," specify:		
Related Financial/FTE Comments:		

**RE:     Municipal Advisory Services  
          Debt Issuance, Arbitrage, and Continuing Disclosure**

**DATE:** March 31, 2023

This Scope Appendix is attached by reference to the engagement letter dated September 23, 2022 (the “Engagement Letter”) between Nicollet County (the “Client”) and Baker Tilly US, LLP and relates to services to be provided by Baker Tilly Municipal Advisors, LLC.

**SCOPE OF WORK**

Baker Tilly Municipal Advisors, LLC (“BTMA”) will perform the following services:

**A. General Municipal Advisory Services**

Unless otherwise agreed to by the parties, in connection with any request for services relative to any financial topic, new project concept planning or other financially related topic or project (each referred to herein as a “Project”), BTMA shall perform the following services, as applicable:

1. Provide general financial advice relative to a Project.
2. Survey the resources available to determine the financial feasibility of a Project.
3. Assist in the development of a plan including alternative approaches for a particular Project that may be available and appropriate for such Project.
4. Assist the Client in selecting an approach for a Project.
5. Advise the Client generally on current market conditions, financial impacts of federal, state or other laws, and other general information and economic data that might be relevant to a Project.
6. Assist Client, as requested, in identifying other professional services that may be necessary to a Project.
7. Assist Client in coordinating the activities of the working group for a Project as needed.
8. Assist with the review of documents provided that are relevant to the development of a plan and alternative approaches for a Project.
9. Assist the Client with other components of a Project as requested and agreed upon.

**B. Securities Issuance**

Unless otherwise agreed to by the parties, in connection with any request for services relative to any debt issuance including modifying or refunding of a prior issuance or other financings (each referred to herein as a “Transaction”), BTMA shall perform the following services, as applicable:

1. Develop a preliminary estimate of project costs and provide a financial feasibility to assist the Client in its determination of what type of financing is most suitable to meet the needs of the Client for the particular issuance (“Debt Obligation”).
2. Assist the Client in determination of an appropriate method of sale for the Debt Obligation (e.g. competitive, negotiated, private placement.)

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**Engagement Letter dated: September 23, 2022**  
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**Baker Tilly US, LLP**

3. Provide for the Client's consideration an amount, the security, maturity structure, call provisions, estimated pricing, and other terms and conditions of the Debt Obligation.
4. Advise the Client on current market conditions, financial impacts of federal, state or other laws, and other general information and economic data that might normally be expected to influence the ability to borrow or interest rates of the Debt Obligation.
5. Assist the Client in the analysis of advisability of securing a credit rating, and the selection of a credit rating firm or firms for the Debt Obligation and further assist in the development and presentation of information to obtain a credit rating or credit ratings for the Debt Obligation.
6. Assist the Client in the analysis of utilizing credit enhancement and provide assistance in seeking such credit enhancement if such credit enhancements would be advantageous to the Client.
7. Assist Client in coordinating the financing activities between various parties to any Transaction as needed.
8. Assist Client in identifying other professional services that may be necessary for the issuance or post-issuance requirements of the Debt Obligation.
9. Assist the Client in connection with the preparation, composition, review and distribution of an offering document (e.g. Preliminary and Final Official Statement, Offering Circular, Term Sheet, or Private Placement Memorandum, as applicable) of the type and nature generally prepared in connection with the sale of municipal securities, which will disclose technical data, information and schedules relating to the Client, the project and the Debt Obligation.
10. Provide relevant information for and assist with the review of other primary financing documents, including but not limited to the relevant governing body issuance resolutions/ordinances, bond purchase agreement, closing documents, and official notice of sale.
11. Communicate with potential underwriters or investors, as appropriate to any Transaction, to ensure that each is furnished with information the Client has deemed to be material in order to render an independent, informed purchase or investment decision concerning the Client's proposed financing.
12. Facilitate the sale of Debt Obligations through receipt and analysis of bids in a competitive sale or analysis of pricing and terms offered by an underwriter or purchaser in a negotiated or private placement sale.
13. Coordinate with the proper parties to ensure the efficient delivery of the Debt Obligations to the applicable purchaser and receipt of proceeds.

**C. Arbitrage Monitoring Services**

BTMA shall, based on information supplied by Client, make arbitrage calculations (to include for purposes of this document, rebate and yield reduction calculations) required by Section 148 of the Internal Revenue Service ("IRS") Code and related U.S. Treasury regulations with respect to specified Debt Obligations for the reporting period designated for any such Debt Obligation. Annually, BTMA will provide the Client with a listing of the specified Debt Obligations and the reporting period designated for any such Debt Obligation (an "Authorization Listing") to confirm the scope of the ongoing arbitrage monitoring services. Exhibit A reflects the Authorization Listing as of the date of this Scope Appendix.



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In carrying out its duties, BTMA shall periodically, for each specified Debt Obligation:

1. Determine the arbitrage yield limit on the applicable Debt Obligation;
2. Determine the amount of any arbitrage payment due the IRS while taking into consideration applicable exceptions;
3. Notify Client and/or its designee of any liability amount;
4. Prepare for submission by Client the form(s) with which to submit any payment amount due to the IRS at the appropriate intervals throughout the term of the engagement relative to each specified Debt Obligation.

Client agrees to timely provide BTMA with accurate information concerning cash and investment activity within all funds relative to the subject Debt Obligations. The information to be provided shall include:

1. Deposits and withdrawals of proceeds or money from other sources within any funds subject to the IRS arbitrage rules;
2. Payments of principal and interest on the Debt Obligations; and
3. All investment activity including:
  - a) Date of purchase or acquisition;
  - b) Purchase price of investments including any accrued interest;
  - c) Face amount and maturity date;
  - d) Stated rate of interest;
  - e) Interest payment dates;
  - f) Date of sale, transfer, or other disposition;
  - g) Sale or disposition price; and
  - h) Accrued interest due on the date of sale or disposition.
4. The Client will provide copies of Debt Obligation offering or legal documents, including, but not limited to, the official statement, the information return filed upon issuance (Form 8038 or 8038-G), the arbitrage certificate, verification report and the bond ordinance/trust indenture.
5. Any other information necessary for BTMA to make the calculations required for the specified Debt Obligation.

The Client is responsible for annually confirming the Authorization Listing and for notifying BTMA of any of the following:

- additional or subsequent Debt Obligations that would require arbitrage monitoring services;
- redemptions/refundings of Debt Obligations that would affect the reporting period designated in the most recent Authorization Listing.

Our engagement will not include verifying that: proceeds were used for purpose expenditures; investments were purchased at market price; no amounts were paid to any party in order to reduce the yield on any investment; the Debt Obligation was appropriately structured or qualified as a tax-exempt offering; or information provided to us is complete and accurate.

During the performance of these procedures, it may become necessary for us to consult with your bond counsel and/or obtain information from them concerning interpretations of the above information as affected by applicable sections of the Internal Revenue Code. We will consult with you before any such action is initiated.

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Subsequent changes in official interpretations of the tax law may require or permit revision of calculations by requiring or permitting a different methodology for the calculation of arbitrage rebate and yield reduction. We will be under no obligation to update our report for any events occurring, or data or information coming to our attention, subsequent to the issuance of our report.

Calculation and payment of any arbitrage rebate liability and yield reduction payment due is the responsibility of the Client. As such, management has the primary responsibility for the arbitrage rebate and/or yield reduction payment return which the Client may be required to file. You should review the report and calculations carefully upon receipt.

**D. Continuing Disclosure Services**

BTMA will commence continuing disclosure services for debt obligations as set forth in any continuing disclosure undertaking for the debt obligations that the Client will execute upon settlement. Annually, BTMA will check in with the Client to confirm the engagement for the next annual reporting period.

In carrying out its duties, BTMA shall do the following:

1. Preparation and filing of annual reporting.

The Client will provide BTMA with a copy of each executed Continuing Disclosure Undertaking ("CDU") including master and supplemental CDUs if any.

BTMA will:

- Identify the Client's reporting obligations, compile and prepare, as needed, any necessary operating data, and file any required annual report and financial statements, including the audit as provided for in each CDU for the reporting period;
- Provide to the Municipal Securities Rulemaking Board ("MSRB") through its Electronic Municipal Market Access System ("EMMA"), the annual information required under each respective CDU; and
- Provide additional reporting to purchasers, as set forth in Debt Obligation documents or private agreements;

2. Assistance filing reportable events on EMMA

Upon notification of one of the events listed as set forth in each CDU (collectively, Reportable Events), BTMA will assist the Client with filing any Reportable Events. Most Reportable Events are required by the Rule to be filed within ten business days of the occurrence of such event. Client will notify BTMA as soon as possible when they believe a reportable event has or may have occurred to enable BTMA to file a timely notice on EMMA. It is the Client's sole responsibility to notify BTMA of the potential occurrence of a Reportable Event.

3. Five-year Compliance Check

At the time any Debt Obligations subject to the Rule are issued, the Client must disclose in its official statement any instances in the past five years it failed to comply, in all material respects, with any previous undertakings for Debt Obligations which were subject to the Rule. BTMA will:

- A. Compile reporting requirements for any Debt Obligations that were outstanding during the five-year period and assess all financial data, operating data, and reportable event filings made for each applicable debt obligation. If necessary, at the time that BTMA conducts services annually under Item 1, BTMA will update the five-year compliance check.
- B. If a deficiency is found and the debt obligation(s) remain outstanding at the time of BTMA's compliance check, BTMA will prepare any necessary reporting or notices to meet the CDU obligations. BTMA will provide the Client with documentation that the EMMA filing has been completed.

Client agrees to provide BTMA with the audit and accurate information with respect to compiling the annual report in a timely manner and to fully disclose to BTMA any Reportable Events as they occur.

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4. EMMA Issuer Homepage (Upon request. Hourly rates will apply.)  
BTMA will assist the Client on the creation of an Issuer Homepage on EMMA where Client and related entity filings may be shown. The Client will have the option to review the Homepage and provide additional information related to the Client.
5. Other post issuance services (Upon Request. Hourly rates will apply.)  
If requested, BTMA will provide to the Client other post issuance services including, but not limited to, consultation related to disclosure operating procedures, post issuance policies and procedures, and debt management.

**E. Housing and Economic Development Services**

1. Preparation of preliminary tax increment or tax abatement revenues projections for proposed new project. Estimation of future values and tax increments for a targeted area. Forecast the projected tax increment revenues to be generated over the life of the district based on those assumptions. Estimated range of available revenues based on valuations.
2. Assist Client with establishment of tax increment financing (TIF) district including drafting of TIF Plan and required notifications, presentations and attendance at workshops and/or public hearings, etc.
3. Assist Client with the creation of tax abatement, identification of tax abatement properties, drafting of required notice(s) and supporting documentation, presentations and attendance at workshops and/or public hearings, etc.
4. Assist Client with incentive portfolio development and potential for availability of financing tools including review of federal, state, and local tax credits and incentives available.
5. Assist Client with financial needs (But-For) analysis through review of developer information and determination on the reasonableness of assumptions. In certain cases, suggest alternative assumptions and provide sensitivity analysis, as necessary.
6. Assist Client with completion of rate of return calculation including Cash-on-Cash Return and Internal Rate of Return. Assist Client with defining appropriate level of assistance based on developer's rates of return comparing developer rate of return to the "market" return for similar projects, commenting on reasonableness of return considering type of project, current market and developer at risk equity.
7. Assist Client with negotiating public assistance agreements with developers.
8. Provide financial feasibility review to assist Client with assessment of the sufficiency of tax increment/tax abatement and other available revenues to support total project costs based on developer-provided total development costs and project assumptions. As necessary, suggest alternative assumptions and provide sensitivity analysis to assess sufficiency of tax increment or tax abatement revenues to support costs with considerations for timing of financing needs to provide financial support. Prepare cash flow analysis based on sensitivity analysis.
9. Provide background developer reviews to assist Client with learning more about prospective developers by performing in-depth business credit analyses, evaluating market conditions, assessing proposed business plans, and checking credentials and references.
10. Preparation of tax increment financing (TIF) management program to assist Client with analysis of existing TIF districts that includes an overview of current district status, preparation of cash flow analysis, suggestions for ongoing administrative goals, and recommendations for future opportunities or required compliance items.

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11. Preparation of annual reports to assist Client with meeting annual compliance requirements and filing submission deadlines.
12. Assist Client with estimation of economic impacts of proposed developments including cost-benefit and/or net benefit analysis.
13. Assist Client with other components of a housing and economic development project as requested and agreed upon.

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**COMPENSATION AND INVOICING**

**A. Compensation for services relating to debt obligations**

**1. Fees for Services**

a) General obligation debt:

	<u>Par Amount</u>		<u>Base Fee</u>	<u>Additional Purposes Fee</u>	<u>Total Par</u>	<u>Total Fee</u>	
Tier 1	-	to 2,999,999.99	\$ 18,000	\$ 5,000	Total Par of all purposes	Base Fee + \$5,000 for each addtl purpose	
Tier 2	3,000,000.00	to 4,999,999.99	\$ 25,000	\$ 5,000	Total Par of all purposes	Base Fee + \$5,000 for each addtl purpose	
Tier 3	5,000,000.00	to 9,999,999.99	\$ 30,000	\$ 7,500	Total Par of all purposes	Base Fee + \$7,500 for each addtl purpose	
Tier 4	10,000,000.00	to 24,999,999.99	\$ 45,000	\$ 7,500	Total Par of all purposes	Base Fee + \$7,500 for each addtl purpose	
Tier 5	25,000,000.00	to 49,999,999.99	\$ 65,000	\$ 10,000	Total Par of all purposes	Base Fee + \$10,000 for each addtl purpose	
Tier 6	50,000,000.00	to 74,999,999.99	\$ 75,000	\$ 10,000	Total Par of all purposes	Base Fee + \$10,000 for each addtl purpose	
Tier 7	75,000,000.00	to 99,999,999.99	\$ 100,000	\$ 10,000	Total Par of all purposes	Base Fee + \$10,000 for each addtl purpose	

- b) The foregoing schedule shall apply to the total Par amount as indicated in the Preliminary Official Statement or Terms of Offering.
- c) The foregoing schedule shall include BTMA's services through closing of a Debt Obligation. If BTMA performs post-closing services relative to a Debt Obligation, it shall be compensated for such services at the hourly rates set out in Section B herein.
- d) Non ad valorem supported debt and advance refundings, shall be compensated at 1.35 times the fee set out in paragraph 1.a. above.
- e) Debt Obligations dependent on successful referenda, including GO sales tax revenue, shall be compensated at 1.25 times the fee set out in paragraph 1.a. above.
- f) In the event it is necessary for BTMA to repeat Debt Obligation services because of events beyond BTMA's control, BTMA shall be compensated for such repetitive services at the hourly rates set in paragraph B herein. BTMA shall not be entitled to compensation under this section for failed referenda unless otherwise provided by agreement between the Client and BTMA.
- g) Fee schedule and billing rates are subject to change periodically due to changing requirements and economic conditions. Baker Tilly will notify Client thirty (30) days in advance of any change to fees. If Client does not dispute such change in fees within that thirty (30) day period, Client will be deemed to have accepted such change. The fees billed will be the fees in place at the time services are provided. Actual fees will be based upon experience of the staff assigned and the complexity of the engagement.
- h) BTMA's fees shall be payable as follows:
  - (i) Except as specified elsewhere in this section, for a Debt Obligation, fees are due upon closing of the Debt Obligation, except that if the Debt Obligation is awarded but cannot be closed by reason of an error, act or omission of the Client, BTMA shall be paid the amount which it would have been due upon closing.
  - (ii) If an issuance is awarded and does not close for a reason that is beyond the control of the Client and without fault of the Client, then BTMA shall be compensated at one-half the amount which would have been due upon closing.
  - (iii) If a Client Debt Obligation is abandoned for any reason and BTMA is without fault for such abandonment, BTMA shall be paid a fee in the amount that would have been due if BTMA's services to the point of abandonment had been charged at the hourly rate set out in paragraph B herein however not more than the fee had the Debt Obligation been issued. A Debt Obligation shall be deemed abandoned upon notice by the Client to BTMA of abandonment or whenever the Client has taken no action with respect to the Debt Obligation for one year, whichever occurs first. Delay in the issuance of Debt Obligations resulting from failed authorization referenda shall not constitute abandonment unless otherwise provided by agreement between the Client and BTMA.
  - (iv) Fees for services provided in connection with a private placement are not contingent on the successful placement of the Debt Obligation.

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The Client shall be responsible for issuance expenses including, without exclusion of other expenses: (i) posting and distributing the Official Statement, (ii) legal fees, (iii) printing, (iv) delivery and settlement, (v) travel, (vi) rating fees, (vii) out-of-pocket Debt Obligation related expenses, and (viii) governmental and governmental agency fees and charges.

**2. Compensation and invoicing for arbitrage services**

Fees for services set forth in the Scope Appendix will be applied as follows per determination for each Debt Obligation:

- a) Initial determination for a Debt Obligation: \$2,500 for the first year, plus \$500 for each additional year up to a five-year period when such determinations are made for periods in excess of one year.
- b) Subsequent determination for a Debt Obligation: \$1,750 for one year, plus \$500 for each additional year when such determinations are made for periods in excess of one year.
- c) Preparation of Form 8038-T: \$500
- d) If BTMA is required to perform allocations of investments among funds and/or Debt Obligations, additional compensation will be charged at the standard hourly rates in place at the time services are provided.

**3. Hourly rates for housing/economic development and other pre-debt or non-debt issuance related services**

Standard Hourly Rates by Job Classification  
2023

Principal	\$330
Director	\$300
Manager	\$260
Consultant	\$200
Support, municipal bond disclosure specialist	\$150
Intern	\$110

*Billing rates are subject to change periodically due to changing requirements and economic conditions. Baker Tilly will notify Client thirty (30) days in advance of any change to fees. If Client does not dispute such change in fees within that thirty (30) day period, Client will be deemed to have accepted such change. The fees billed will be the fees in place at the time services are provided. Actual fees will be based upon experience of the staff assigned and the complexity of the engagement.*

The above hourly fees shall include all expenses incurred by BTMA with the exception of expenses incurred for mileage which will be billed on a separate line item. No such expenses will be incurred without the prior authorization of the Client. Hourly projects that are active as of the date of this contract, will transition to the new hourly rates herein on June 1, 2023.

#### **4. Compensation for continuing disclosure services**

Fees for continuing disclosure services include the following:

- a) Full Disclosure - An annual report is required to be prepared by BTMA:
  - (i) A fee of \$1,300.00 will be applied to each separate type of debt report required (i.e., general obligation, revenue, etc.); plus
  - (ii) A fee of \$200.00 per debt obligation.
- b) Full Disclosure – The Client’s audited financial statements contain some or all of the required financial and operating data:
  - (i) A fee of \$600.00; plus
  - (ii) A fee of \$200.00 per debt obligation.
- c) Full Disclosure – A Final Official Statement previously filed on EMMA can be referenced as containing all the required financial and operating data:
  - (i) A fee of \$200.00 per debt obligation.
- d) Limited Disclosure
  - (i) A fee of \$600.00; plus
  - (ii) A fee of \$200.00 per debt obligation.

In addition to the above, Client shall be responsible for any county auditor certificate fees incurred for the preparation of an annual report.

#### **5. Expenses and Hourly Fees**

Amounts due BTMA for expenses and services charged at hourly rates shall not be contingent.

#### **BILLING PROCEDURES**

**Normally, you will receive a monthly statement showing fees and costs incurred in the prior month.** Occasionally, we may bill on a less frequent basis if the time involved in the prior month was minimal or if arrangements are made for the payment of fees from bond proceeds. The account balance is due and payable on receipt of the statement.

#### Nonattest Services

As part of this engagement, we will perform certain nonattest services. For purposes of the Engagement Letter and this Scope Appendix, nonattest services include services that the *Government Auditing Standards* refers to as nonaudit services.

We will not perform any management functions or make management decisions on your behalf with respect to any nonattest services we provide.

In connection with our performance of any nonattest services, you agree that you will:

- > Continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when they are submitted to you.
- > Designate an employee with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services we perform.
- > Evaluate the adequacy and results of the nonattest services we perform.
- > Accept responsibility for the results of our nonattest services.
- > Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function.



**SCOPE APPENDIX to**  
**Engagement Letter dated: September 23, 2022**  
**Between Nicollet County and**  
**Baker Tilly US, LLP**

Conflicts of Interest

Attachment A to the Engagement Letter contains important disclosure information that is applicable to this Scope Appendix.

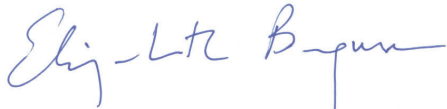
We are unaware of any additional conflicts of interest related to this Scope Appendix that exist at this time.

Termination

Notwithstanding termination provisions contained in the Engagement Letter, this Scope Appendix is intended to be ongoing and applicable individually to specific services including financings, arbitrage computations, and/or continuing disclosure engagement, ("Sub-engagements") as if they are the sole subject of the Scope Appendix. As such, termination may occur for a specific Sub-engagement without terminating the Scope Appendix itself. On termination of a Sub-engagement or the Scope Appendix, all fees and charges incurred prior to termination shall be paid promptly. Unless otherwise agreed to by the Client and Baker Tilly, the scope of services provided in a Sub-engagement performed under this Scope Appendix will terminate 60 days after completion of the services for such Sub-engagement.

If this Scope Appendix is acceptable, please sign below and return one copy to us for our files. We look forward to working with you on this important project.

Sincerely,



Elizabeth Bergman, Principal

**Signature Section:**

The services and terms as set forth in this Scope Appendix are agreed to on behalf of the Client by:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



# Nicollet County Board of Commissioners

## Board Meeting Agenda Item



<b>Agenda Item:</b>		
End of Probations		
Primary Originating Division/Dept.: Human Resources		Meeting Date: 07/11/2023
Contact: Kristy Larson	Title: HR Director	Item Type: Consent Agenda (Select One)
Amount of Time Requested	minutes	
Presenter: Kristy Larson	Title: HR Director	Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No
County Strategy: Facilities and Space - preserve, maintain and build our assets (Select One)		
<b>BACKGROUND/JUSTIFICATION:</b> Property & Public Services Property & Public Services Director Jaci Kopet has requested the end of probation for Andrew Brown, Chief Deputy Assessor, effective July 18, 2023.		
+		
Supporting Documents: <input type="radio"/> Attached <input checked="" type="radio"/> In Signature Folder <input type="radio"/> None		
Prior Board Action Taken on this Agenda Item: <input checked="" type="radio"/> Yes <input type="radio"/> No		
If "yes", when? (provide year; mm/dd/yy if known)		
Approved by County Attorney's Office: <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A		
<b>ACTION REQUESTED:</b>		
Grant end of probationary status		
<b>FISCAL IMPACT:</b> Other (Select One) If "Other", specify		<b>FUNDING</b> County Dollars = Grant (Select One)
<b>FTE IMPACT:</b> No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:		<b>Total</b>

# Nicollet County Board of Commissioners

## Board Meeting Agenda Item



<b>Agenda Item:</b>		
MnDOT Presentation: Capital Highway Investment Plan (CHIP) Outreach		
Primary Originating Division/Dept.: Administration	Meeting Date: 07/11/2023	
Contact: Mandy Landkamer Title: County Administrator	Item Type: Regular Agenda (Select One)	
Amount of Time Requested 30 minutes		
Presenter: Title:	Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No	
County Strategy: Programs and Services - deliver value-added quality services (Select One)		
<b>BACKGROUND/JUSTIFICATION:</b> <p>MnDOT staff will present the District 7 Capital Highway Plan (CHIP). This presentation will provide an overview of the 10-year plan, the process, and next steps as well as a legislative update. Following the presentation, there will be an opportunity for discussion.</p>		
Supporting Documents: <input type="radio"/> Attached <input type="radio"/> In Signature Folder <input checked="" type="radio"/> None		
Prior Board Action Taken on this Agenda Item: <input type="radio"/> Yes <input checked="" type="radio"/> No		
If "yes", when? (provide year; mm/dd/yy if known)		
Approved by County Attorney's Office: <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A		
<b>ACTION REQUESTED:</b> Informational		
<b>FISCAL IMPACT:</b> Other (Select One) If "Other", specify	<b>FUNDING</b> County Dollars = Other (Select One)	
<b>FTE IMPACT:</b> No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:	<b>Total</b>	

# Nicollet County Board of Commissioners

## Board Meeting Agenda Item



<b>Agenda Item:</b>		
REDA Joint Economic Development Service Agreement		
Primary Originating Division/Dept.: Administration	Meeting Date: 07/11/2023	
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: <input checked="" type="radio"/> Yes <input type="radio"/> No	
County Strategy: Programs and Services - deliver value-added quality services (Select One)		
<b>BACKGROUND/JUSTIFICATION:</b> <p>Nicollet County is a member of the Regional Economic Development Alliance (REDA) which is an arm of Greater Mankato Growth (GMG).</p> <p>Current members of REDA are Blue Earth County, Nicollet County, City of Eagle, City of Lake Crystal, City of Le Sueur, City of Mankato, City of North Mankato, and the City of St. Peter. Attached is an amended service agreement of the REDA members that identifies the guiding principles and processes of the communities to promote economic development in the greater Mankato marketplace. The agreement also provides for the role of GMG in REDA which is to provide marketing efforts relating to economic development of the overall regional marketplace and its cities.</p>		
Supporting Documents: <input checked="" type="radio"/> Attached <input type="radio"/> In Signature Folder <input type="radio"/> None		
Prior Board Action Taken on this Agenda Item: <input checked="" type="radio"/> Yes <input type="radio"/> No		
If "yes", when? (provide year; mm/dd/yy if known) July 9, 2019		
Approved by County Attorney's Office: <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A		
<b>ACTION REQUESTED:</b> <p>Approve the amended REDA Joint Economic Development Service Agreement.</p>		
<b>FISCAL IMPACT:</b> Included in current budget (Select One) If "Other", specify	<b>FUNDING</b> County Dollars = 17,256.90 Other (Select One)	
<b>FTE IMPACT:</b> No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:	<b>Total</b>	

# A JOINT ECONOMIC DEVELOPMENT SERVICES AGREEMENT REGARDING THE GREATER MANKATO REGIONAL MARKETPLACE

**THIS JOINT ECONOMIC DEVELOPMENT SERVICES AGREEMENT REGARDING THE GREATER MANKATO REGIONAL MARKETPLACE (this “Agreement”)** is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2023, by and among Greater Mankato Growth, Inc. and the governmental entities listed herein under the heading “Definition of Greater Mankato Regional Marketplace” and who execute this Agreement (collectively “cities and counties” or in the singular a “city or county”)

## WHAT WE AGREE TO

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### Purpose

It is broadly accepted, embraced and understood that economic prosperity and activities do not stop at jurisdictional boundaries. Rather our economic and community prosperity lies in the success of our collective marketplace.

For this reason, the parties wish to facilitate economic development of the communities that make up the Greater Mankato Regional Marketplace. This endeavor will offer a forum to facilitate individual and regional assets and opportunities for the purpose of business development and will enable us to enhance our future economic prosperity.

### Guiding Principles

- **economic prosperity** – economic prosperity and continued strategic development and redevelopment are goals common to the interest of our individual entities, with regional economic prosperity strengthening all communities
- **atmosphere of cooperation** – we will promote an atmosphere of cooperation in pursuit of economic development in the Greater Mankato area, while seeking to ensure a cooperative and equitable approach to development of the cities and counties
- **unique strengths and characteristics** – we must foster relationships which allow contribution of our individual expertise toward the common goal and promote the individual strengths and unique characteristics of each entity to best match potential development prospects with sites and services to fit their needs
- **direct technical assistance** – cities and counties will provide the direct development assistance necessary in potential facility siting, improvements and public financing, and will work to provide a smooth transition from the development and marketing effort to the ultimate acquisition of a site/facility for a development prospect
- **efficient and effective delivery** – successful economic development processes and marketing can best be achieved through cooperative efforts focused on increasing the tax base, growing the economy, and providing employment in the Greater Mankato Regional Marketplace
- **supportive** – our work is both passive and active, providing general market expertise, analytics and information consistently and constantly; and when a specific development opportunity arises will actively focus and customize such business and community intelligence.

- **workforce development** – access to a skilled and capable workforce is critical for successful business attraction efforts and for the prosperity and growth of existing businesses and we will work to ensure that businesses can hire the talent necessary for their success

*Upon completion of ongoing regional planning efforts as part of Greater Mankato 2040 – Transforming Tomorrow Together, the REDA Advisory Committee will meet to review the Guiding Principles of this agreement and will make adjustments as necessary to ensure that the work of the Alliance meets the objectives defined through that process.*

### **Definition of Greater Mankato Regional Marketplace**

In December, 2008 the Federal Government designated Mankato – North Mankato as a Metropolitan Statistical Area (MSA), including all of Blue Earth and Nicollet counties. The Greater Mankato Regional Marketplace has included the MSA as well as those communities immediately adjacent or having a historical relationship.

Consistent with this designation, the parties as communities within that geography wish to participate in this Agreement, and further acknowledges there may be additional communities outside of and adjacent to this geography that we collectively agree are integral to the marketplace.

The cities, counties and government entities participating in this revised Agreement (original agreement dated September 2009) are as follows:

- Blue Earth County
- Nicollet County
- City of Eagle Lake
- City of Lake Crystal
- City of Mankato
- City of North Mankato
- City of Saint Peter
- Region Nine Development Commission (advisory only, unless fiscal participation)

### **General Context and Parameters of the Parties Obligations**

**Greater Mankato Growth, Inc.’s (GMG)** principal responsibility under this Agreement is to provide marketing efforts (as described herein) relating to economic development of the overall regional marketplace, cities, and counties. This includes the development and implementation of programs that identify and support expansions and new business in the community and region, whether from firms currently operating locally or through recruitment of new enterprises. In carrying out its responsibility, GMG agrees to serve as the primary contact for new to market private sector firms. GMG will serve as a primary contact for existing firms when contacted directly, or when the existing community cannot fulfill the needs of the existing business. GMG will always prioritize the existing host community during this process until the business client has exhausted the options within their current community. This includes all prospects whether or not they are derived directly from the development and marketing programs established by GMG and this Agreement. Participants of this Agreement acknowledge economic development is a collaborative endeavor and understand GMG does not itself have all the necessary resources (i.e., sites, buildings or financial resources) available for projects, but rather will serve as a facilitator, working with the parties and/or providers of these resources to best serve the need of new, expanding or locating companies.

**The cities and counties** are responsible for the execution of their municipal regulatory duties and provision of public services in support of local economic development. The cities and counties agree to administer their individual economic development programs and initiatives, and their business permit/licensing functions in a manner that encourages business expansion and new business starts consistent with their responsibility to protect the health and safety of local residents. Further, the cities and counties agree to the extent practical, to coordinate their infrastructure development and redevelopment programs with the needs of expanding and locating businesses.

## **STRATEGIC FOCUS OF THE PARTIES**

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### **Objective & Strategic Areas**

To retain and grow the economic base of the Greater Mankato Regional Marketplace.

1) **Business Retention**

To retain and expand the existing business base and includes such activities as conducting regular business visits in partnership with the host community (i.e., Grow Minnesota! Visits), and facilitating resources and services for expansion or other business development assistance.

2) **New Enterprise & Emerging Business Development**

To nurture the development of entrepreneurial and new enterprise activity by assisting and serving as a resource for connecting such to the extensive business development resources and tools available in or connected to the regional marketplace (e.g., Small Business Development Center).

3) **New Business Development**

To attract non-local businesses to the marketplace through proactive marketing and recruiting strategies, as well as supporting and facilitating responses to development opportunities from businesses that approach/contact the cities, counties or GMG.

4) **Marketplace Enhancements**

As prioritized by the Advisory Committee, GMG will assist in facilitating strategy development and programming on topical issues impacting economic development such as and not limited to workforce retention & expansion, population growth, housing, transportation, childcare, strategic reuse of vacant buildings, and main street work. These efforts may be regional in nature or specific to a jurisdiction.

### **The Business Development Process**

#### **Expansion of existing businesses – industrial and major service businesses:**

1) **Substantive expansion requests from an existing business may happen directly between the business and its current city or county or between the business and GMG.**

- a. If the city or county is contacted directly by the business, GMG will be involved if determined necessary by the city and county, but at minimum will be kept informed by the applicable city or county.

- b. If GMG is contacted by the business, GMG will first be an advocate and facilitator for expansion within the existing city or county and will coordinate with the city or county to assist if needed.
  - c. If a business directly contacts a city or county in which it is not currently located, the contacted city or county will immediately inform the existing host city or county as well as GMG.
- 2) If the city or county in which the business currently exists is not able to meet the business' facility or expansion needs, then GMG will facilitate exploration of alternative considerations with other member entities first upon concurrence of the host city. (Cities and counties will not engage in relocating a business from one city or county to another but rather provide proposals when GMG invites such).

Locating industrial and major service businesses into the area from outside of the regional marketplace:

- 1) GMG will act as an advocate for the cities and counties in the marketing and recruitment of new businesses and will coordinate closely with the staff of each entity to reflect the opportunities of each as desired.
- 2) GMG will receive prospects resulting from its business development and marketing efforts and programs, as well as the Minnesota Department of Employment and Economic Development (DEED) or other development entities, and will inform the cities and counties of the specified development criteria of the potential new business. Those cities and counties will then have the opportunity to assemble a competitive proposal through a standardized and coordinated process to attract the business.

GMG and its staff shall serve as the primary point of contact in facilitating DEED, site selector, and other business location specialists. Staff will gather as much information and clarity as possible related to the development inquiry and its viability, in order to allow development response to be as thorough as possible.

GMG will provide the REDA partners updates on prospects until the prospect has made a decision on locating either in the region or other area.

- 3) At the time a city or county is selected by a business, the city or county and business will discuss details of locating the business and development process.

**Economic Development Marketing, Communication and Program Services**

GMG's economic development marketing and communications strategy and responsibilities will be as follows:

- Marketing and Communications: (A component of Strategic Area 3: New Business Development)
  - GMG will develop a comprehensive marketing and communications plan, updated as needed with input from the cities and counties. The plan will market the collective strengths of the regional marketplace as a site for growing or expanding an existing business or locating potential businesses, organizations and site selectors from outside and within the regional marketplace. The plan will include goals, objectives and a comprehensive strategy for communicating to key audiences with consistent messaging and the most effective tactics that make the best use of our collective marketing resources. Tactics that may be considered in this plan include, but are not limited to: advertising, digital, social media, news releases, relationship marketing, special events



and direct mail. GMG will provide periodic reports on the achievement of the objectives outlined in this plan.

- GMG will continually redesign and retool its online presence to remain business development centric and as such will continue to be positioned as a one stop, comprehensive location that site selectors and organizations can visit to learn about the collective assets of the marketplace and individual strengths of the cities and counties.
- GMG will maintain online interface and tools designed to provide efficient means for each of the cities and counties, as well as other property owners and agents, to update their information on available properties on-line, thereby creating a comprehensive area-wide inventory. This information will be available on the Greater Mankato Growth internet platforms and others providing greater visibility to site selectors and organizations who might consider building or expanding their business anywhere in our regional marketplace.
- GMG will work with the member cities and counties, as well as other entities a part of or related to this agreement to establish links to GMG tools and resources.
- (A component of all Strategic Areas) GMG will maintain copies of closed or pending project files or other mechanisms, enabling the cities and counties to be advised of the ongoing business development opportunities resulting from its economic development marketing and communications efforts.
- Program Services:
  - (A component of Strategic Area 1: Business Retention) GMG will facilitate initiatives targeted at retaining and growing existing businesses, including an annual program of company visits for the purpose of assessing individual and area business needs as well as identifying potential development and expansion opportunities. These visits will be coordinated with the primary city or county in which the business is located.
  - (A component of Strategic Area 2: New Enterprise & Emerging Business Development) GMG will coordinate with other resource providers to develop programming that addresses Advisory Committee priorities, compliments existing resources and provides unique to value to existing and new business partners. (A component of Strategic Area 4: Marketplace Enhancements) GMG, in support of business development and with respect to the balance of membership offerings versus general economic development offerings, will continue to bring to the regional economic development strategy initiatives and programming that have a direct impact on the development of business. Such initiatives may include: assist with site readiness programs and/or initiatives; talent fulfillment work; improving connections to development resources (e.g., Higher Education); interaction and relationship with the GreenSeam; while not leading, being cognizant of and facilitating sharing on common community development elements (e.g. housing); and a REDA annual meeting.
- (A component of Strategic Area 3: New business Development) This Agreement and the development process apply to economic development and marketing services related to the primary economy including job creating service sector businesses. Agricultural businesses development efforts are included in the primary economic focus of REDA. These efforts involve more than just agricultural production, including the economic development initiatives of GreenSeam. Consumer brick and mortar retail development are not encompassed as the chief focus in this Agreement; however, GMG can provide a platform for supporting and showcasing the communities' opportunities and assets. GMG will assist as able with the development and redevelopment of the central place functions of each of the cities (e.g. housing, main street businesses). Each of the cities



and counties will continue to be the primary entity responsible for guiding commercial and professional service sector development or overall redevelopment in their respective city or county.

- (A component of all Strategic Areas) GMG will provide the cities and counties with an annual report, providing outcomes and impact from the previous year.

## FINANCIAL OBLIGATIONS AND ADVISORY COMMITTEE

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### Financial

The cities and counties agree to share in funding and payment of the economic development services described in this Agreement with Greater Mankato Growth, Inc. Accordingly, each City and County agrees to pay Greater Mankato Growth, Inc. on an annual basis, which shall be invoiced by Greater Mankato Growth, Inc. Greater Mankato Growth, Inc. will, on an annual basis, provide a breakdown of the use of funds.

The billed amount will be based annually on the per capita rate described below multiplied by the July 1 population reported in the US Census Bureau Population & Housing Unit Estimates for the date 1.5 years prior to the funding year (i.e. 2024 data will be based on the July 2022 population estimate). These estimates can be found at [www.census.gov/popest](http://www.census.gov/popest). Base rate changes would need to be unanimously approved by REDA partners.

The per capita rate structure will be set as follows:

	2024	2025	2026	2027	2028	2029
Mankato	\$4.29	\$4.20	\$4.11	\$4.01	\$3.91	\$3.86
All other partners*	\$2.46	\$2.74	\$3.03	\$3.32	\$3.62	\$3.86

*\* The county per capita contribution is calculated by subtracting the populations of all cities with more than 1,000 residents from the total county population. All participants in this Agreement acknowledge there may be specific instances identified where REDA services will be helpful to one of the cities in Blue Earth or Nicollet County that are not participants to this agreement, on an ad hoc basis when requested, and thereby the regional marketplace. As a result, partner investments will allow for such interaction and service (services will be coordinated with and as appropriate done in collaboration with Region Nine Development Commission). Additionally, all cities within a participating County will be (a) invited to participate in REDA's annual summit, and (b) will be met with individually or a countywide meeting of communities.*

The cities of Mapleton, Madison Lake, and Nicollet are invited to participate as full members of the alliance at the rates outlined above and upon signing a document agreeing to be bound by the terms of this agreement.

### Governance

Greater Mankato Growth, Inc. Board of Directors

- A representative of the cities and counties (selected as provided below) will be an ex officio Director with full voting rights and privileges.

#### Advisory Committee

- The cities and counties will establish an Advisory Committee. The Advisory Committee will be comprised of a GMG board member and one governmental member from each of the cities and counties along with the appropriate staff participant for each.
- The Advisory Committee will select a Chair and Vice-Chair for meeting administration on an annual basis. The REDA Chair is also appointed to the GMG Board and will represent the Alliance. The Chair will be ex officio, so either the designated REDA elected official or the REDA partner's lead administrative official can fulfill the role. The Chair and Vice Chair position cannot be filled by representatives from the same REDA partner. This Advisory Committee will meet on an as needed basis to discuss issues related, but not limited to, inviting additional entities beyond the initial cities and counties to join the Advisory Committee and/or become parties to this Agreement, funding and amendments to this Agreement.

#### **“Staff” Operating Interaction**

In addition to regular interaction between the cities and counties and Greater Mankato Growth staff, GMG will facilitate in-person meetings, at a frequency determined by the advisory committee (media conferencing will be available upon request), of the “economic development staff” of the cities and counties to discuss business prospects, share information on pending economic development projects, highlight economic development activities, and provide updates.

Meeting summaries will be distributed to the Advisory Committee. Additionally, as programs are developed and a desire for prioritization and input on Marketplace Enhancements is identified, GMG will convene the Advisory Committee.

#### **Term, Termination and Prior Agreements**

The term of this Agreement shall commence on the 1<sup>st</sup> day of January 2024 and continue until the 31<sup>st</sup> day of December 2029. Notwithstanding the forgoing, any party may terminate this Agreement annually before the end of the calendar year by providing ninety (90) days advance written notice to the other parties. Additional government entities outside of the Blue Earth & Nicollet County area may be added, at any time, as parties to this Agreement with the written consent of all the cities, counties and entities then parties to this Agreement and upon execution of a document pursuant to which such additional person agrees to be bound by the terms of this Agreement.

Unless terminated sooner, this Agreement will automatically renew for an additional one-year term. Any per capita fee increases will be unanimously agreed upon by all parties.

When executed by the parties this Agreement will supersede and replace the existing Joint Economic Development Services Agreement dated September 10, 2019 in its entirety.

### **Miscellaneous**

This Agreement shall constitute the entire agreement between the parties and supersede all prior agreements. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Minnesota. This Agreement may be executed in several counterparts, including facsimile counterparts, and signatures, each of which shall be deemed to be an original copy, all of which together shall constitute one Agreement binding on all parties hereto, notwithstanding that all parties shall not have signed the same counterparts.

IN WITNESS WHEREOF, this Agreement has been executed as of the date set forth opposite a parties signature.

#### **Blue Earth County**

\_\_\_\_\_  
Vance Stuehrenberg Date

Chair – Board of Commissioners

\_\_\_\_\_  
Robert W. Meyer Date

County Administrator

#### **Nicollet County**

\_\_\_\_\_  
Jack Kolars Date

Chair – Board of Commissioners

\_\_\_\_\_  
Mandy Landkamer Date

County Administrator

#### **City of Eagle Lake**

\_\_\_\_\_  
Lisa Norton Date

Mayor

\_\_\_\_\_  
Jennifer Bromeland Date

City Administrator

#### **City of Lake Crystal**

\_\_\_\_\_  
Todd Wiens Date

Mayor

\_\_\_\_\_  
Angela M. Grafstrom Date

City Administrator

**City of Mankato**

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Najwa Massad Date

Mayor

---

Susan MH Arntz Date

City Manager

**City of North Mankato**

---

Scott Carlson Date

Mayor

---

Kevin McCann Date

City Administrator

**City of Saint Peter**

---

Shanon A. Nowell Date

Mayor

---

Todd Prafke Date

City Administrator

**Greater Mankato Growth, Inc.**

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David Krause Date

Chair – Board of Directors

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Jessica Beyer Date

President &amp; CEO



**JUNE 27, 2023**  
**OFFICIAL PROCEEDINGS OF THE**  
**NICOLLET COUNTY DRAINAGE AUTHORITY**

The Nicollet County Drainage Authority met in regular session on Tuesday, June 27, 2023, at 9:00 a.m. Present at the meeting were Commissioners Jack Kolars, Terry Morrow, Marie Dranttel, Mark Dehen, and Kurt Zins. Also present were County Administrator Mandy Landkamer, County Attorney Michelle Zehnder Fischer, and Recording Secretary Sarah Frahm.

**Approval of Agenda**

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

**Consent Agenda**

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

1. June 13, 2023 Regular Drainage Minutes

Motion carried with all voting in favor.

**Public Appearances**

There were no public appearances.

**Adjourn**

Chair Kolars adjourned the meeting at 9:19 a.m.

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JACK KOLARS, CHAIR  
BOARD OF COMMISSIONERS

ATTEST:

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MANDY LANDKAMER, CLERK TO THE BOARD