

Nicollet County Board of Commissioners Meeting



July 28, 2020

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

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

NOTICE REGARDING NICOLLET COUNTY BOARD OF COMMISSIONERS MEETING AND DRAINAGE AUTHORITY MEETING

July 28, 2020

9:00 A.M.

**NICOLLET COUNTY GOVERNMENT CENTER BOARD ROOM
501 SOUTH MINNESOTA AVENUE
ST. PETER, MN**

Due to the COVID-19 (coronavirus) pandemic and resulting state and federal emergency declarations and guidance about limiting unnecessary person-to-person contact, the July 28, 2020 Nicollet County Board meeting and Drainage Authority meeting will be conducted under Minnesota Statute 13D.021 – Meetings by Telephone or Other Electronic Means. Some County Board and Drainage Authority members may possibly participate by telephone or other electronic means.

Due to the current health pandemic, only a limited number of persons will be allowed in the meeting room at one time. Persons in attendance must maintain proper social distancing at all times while in the building.

The meetings can also be viewed live at www.co.nicollet.mn.us/642/County-Board-Meeting-Videos. A copy of the meeting agenda and packet is available at www.co.nicollet.mn.us/AgendaCenter/Board-of-Commissioners-3.

Questions or comments regarding agenda items and viewing or listening to the meeting can be directed to Ryan Krosch, Nicollet County Administrator, at 507-934-7204 or rkrosch@co.nicollet.mn.us.

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

Nicollet County Board of Commissioners Meeting



July 28, 2020

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

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

- 9:00 a.m.** Call Board of Commissioners Meeting to Order: Chair Luepke
1. Flag Pledge
 2. Silence Your Cell Phones
 3. Approval of Agenda

Consent Agenda

1. [Approval of July 14, 2020 Board Minutes](#)
2. Approval of Bills
3. [Voting Equipment Grant Agreement \(VEGA-2\)](#)
4. [Sheriff's Office Out of State Travel](#)
5. [End of Probations](#)

Public Appearances

- 9:10 a.m.** Planning and Zoning
1. [June 15, 2020 and July 20, 2020 Planning & Zoning Advisory Commission Meetings](#)

- 9:40 a.m.** Public Services
1. [Consider Resolution to Apply for Federal Cares Act for Elections](#)

- 9:50 a.m.** Public Works
1. [Consider Award of Bid for 2020 Aggregate Materials Project](#)
 2. [Consider Professional Service Proposal for CSAH 21 Slope Slide](#)

- 10:10 a.m.** Attorney's Office
1. [Purdue Pharma, L.P. Bankruptcy – Proof of Claim](#)

- 10:20 a.m.** Administration
1. [CARES Act Funding](#)

- 10:40 a.m.** Chair's Report
- Commissioner Committee Reports
- Commissioners Meetings & Conferences
- Approve Per Diems and Expenses
- Adjourn Board of Commissioners Meeting

- 10:45 a.m.** BREAK

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

Nicollet County Board of Commissioners Meeting



July 28, 2020

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

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

Page 2

- 11:00 a.m.** Call Drainage Authority Meeting to Order: Chair Luepke
Drainage Authority Agenda Items
1. Consent Agenda
 - a. Approval of July 14, 2020 Drainage Authority Minutes
 - b. Approval of July 21, 2020 Special Drainage Authority Minutes
 2. Set Hearing Date for Ditch Cleanings
 3. Consider Findings for the Correction to Benefits for CD 77 Lateral 2
 4. Consider Findings for the Improvement Project to CD 77 Lateral 2
 5. **This portion of the meeting is closed for attorney-client privilege pursuant to MN Statutes Chapter 13D to discuss litigation regarding the improvement project on Nicollet County Ditch 62A.**
 6. County Ditch 62A Improvement Project and Litigation
- Adjourn Drainage Authority Meeting

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

Nicollet County Board of Commissioners Meeting



July 28, 2020

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

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

Page 3

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 (*).

NOTICE REGARDING NICOLLET COUNTY MEETINGS DURING THE COVID-19 PANDEMIC
Due to the COVID-19 (coronavirus) pandemic and resulting state and federal emergency declarations, these and future Nicollet County meetings will be conducted under Minnesota Statute 13D.021 – Meetings by Telephone or Other Electronic Means.

Questions or comments regarding any Nicollet County meeting and requests to participate in any meeting can be directed to Ryan Krosch, Nicollet County Administrator, at 507-934-7204 or rkrosch@co.nicollet.mn.us.

July 24 - Brown-Nicollet Environmental Health Board Meeting, 9 a.m., New Ulm License Bureau, New Ulm*

July 28 - County Board of Commissioners Meeting, 9 a.m., Nicollet County Government Center Board Room, St. Peter*

July 28 – County Drainage Authority Meeting, 9 a.m., Nicollet County Government Center*

July 28 – Insurance Committee Meeting, 11:00 a.m., Nicollet County Government Center, Board Room, St. Peter

August 3 - Mankato Rehabilitation Center Meeting, Mankato

August 6 - Highway 169 Coalition Meeting

August 6 – Budget Committee Meeting, 8:30 a.m., Nicollet County Government Center, Nicollet Room, St. Peter

August 7 – Budget Committee Meeting, 8:30 a.m., Nicollet County Government Center, Nicollet Room, St. Peter

August 11 - County Board of Commissioners Meeting, 9 a.m., Nicollet County Government Center, Board Room, St. Peter*

August 11 – County Drainage Authority Meeting, 9 a.m., Nicollet County Government Center*

August 12 – Budget Committee Meeting, 8:30 a.m., Nicollet County Government Center, Nicollet Room, St. Peter

August 17 - Board of Adjustment and Appeals/Planning & Zoning Advisory Commission Meeting, 7 p.m., Nicollet County Board Room, St. Peter*

August 19 – St. Peter Liaison Meeting, 11:30 a.m., St. Peter Community Center, Traverse des Sioux Room, St. Peter

August 18 - Individual Department Head Meeting with County Attorney, 8:15 a.m., Nicollet County

Government Center, Board Room, St. Peter*

August 18 - County Board Workshop, 9:30 a.m., Nicollet County Government Center Board Room, St. Peter*

August 25 - County Board of Commissioners Meeting, 9 a.m., Nicollet County Government Center Board Room, St. Peter*

St. Peter*

August 25 – County Drainage Authority Meeting, 9 a.m., Nicollet County Government Center*

August 26 – Budget Workshop, 8:30 a.m., Nicollet County Government Center, Board Room, St. Peter

August 27 - Budget Workshop, 8:30 a.m., Nicollet County Government Center, Board Room, St. Peter

August 27 - Brown-Nicollet Environmental Health Executive Committee Conference Call, 8:15 a.m., St. Peter

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

OFFICIAL PROCEEDINGS OF THE
BOARD OF COUNTY COMMISSIONERS FOR
NICOLLET COUNTY, MINNESOTA
JULY 14, 2020

The Nicollet County Board of Commissioners met in regular session on Tuesday, July 14, 2020, at 9:00 a.m. Commissioners Denny Kemp, Jack Kolars, Marie Dranttel, Terry Morrow and John Luepke were present. Also present were County Administrator Ryan Krosch, County Attorney Michelle Zehnder Fischer and Recording Secretary Abigail Lewis.

The meeting was held via teleconference pursuant to Minnesota Statute 13D.021 due to the coronavirus pandemic. There were no public comments submitted by email or phone. No members of the public requested to participate in the meeting by phone. The meeting was recorded and broadcasted live online.

Approval of Agenda

Motion by Commissioner Kolars and seconded by Commissioner Morrow to approve the agenda with the following additions: consider award of contract for SP 052-612-008 (CSAH 12) and a discussion on County COVID-19 mask policies. Motion carried with all voting in favor.

Consent Agenda

Motion by Commissioner Kemp and seconded by Commissioner Morrow to approve the consent agenda items as follows: approval of the June 23, 2020 Board Meeting minutes, approval of the Commissioner Warrants as presented for the following amounts: Revenue Fund - \$190,738.26, Road & Bridge Fund - \$47,939.91, Human Services Fund - \$309,925.39 and acknowledge review of the Auditor's Warrants; end of probations: Abigail Lewis, effective July 1, 2020 and Molly Stoffel, effective July 16, 2020. Motion carried with all voting in favor.

Public Appearances

No public appearances were made.

Emergency Management

Resolution Declaring State of Emergency

Emergency Management Director, Justin Block, appeared before the Board to request formal approval on the Resolution Declaring a State of Emergency.

Due to heavy rains on June 29, 2020, Nicollet County sustained significant damages to public property in parts of the County. Nicollet County Emergency Management will be requesting assistance from Homeland Security Emergency Management (HSEM) with a preliminary damage assessment for the State Public Assistance Program. Nicollet County declared a State of Emergency with Chair Luepke and Administrator Krosch signing the resolution on July 1, 2020 to ensure completion to the State in a timely manner.

Motion by Commissioner Kemp and seconded by Commissioner Morrow to approve the Resolution Declaring State of Emergency. Motion carried with all voting in favor on a roll call vote.

RESOLUTION DECLARING A STATE OF EMERGENCY

WHEREAS, the heavy rain/flooding event from June 29, 2020 has impacted the population of Nicollet County, and

WHEREAS, the heavy rain/flooding has caused a significant amount of public property damage; and

WHEREAS, Nicollet County Emergency Management requests the Nicollet County Board of Commissioners to declare Nicollet County in a State of Emergency as a result of this flooding.

NOW, THEREFORE, BE IT RESOLVED, that the Nicollet County Board of Commissioners declares Nicollet County in a State of Emergency for conditions resulting from this flooding.

I certify that the above resolution was adopted by the Nicollet County Board of Commissioners on the 1st day of July, 2020.

Sheriff's Office

Ordinance Relating to the Designation and Registration of Potentially Dangerous Dogs and Dangerous Dogs

County Attorney, Michelle Zehnder Fischer, requested approval from the Board on the adoption of the resolution regarding the Ordinance Relating to the Designation and Registration of Potentially Dangerous and Dangerous Dogs.

The Board held a public hearing on the Ordinance Relating to the Designation and Registration of Potentially Dangerous Dogs and Dangerous Dogs on June 23, 2020 and thereafter adopted the Ordinance. The Ordinance was published in the Lafayette Ledger and St. Peter Heard.

Motion by Commissioner Kemp and seconded by Commissioner Morrow to approve the adoption of the Resolution Regarding the Ordinance Relating to the Designation and Registration of Potentially Dangerous and Dangerous Dogs. Motion carried with all voting in favor on a roll call vote.

RESOLUTION REGARDING THE ADOPTION OF AN ORDINANCE RELATING TO THE DESIGNATION AND REGISTRATION OF POTENTIALLY DANGEROUS DOGS AND DANGEROUS DOGS

THE COUNTY BOARD OF NICOLLET COUNTY ORDAINS:

WHEREAS, the Ordinance Relating to the Designation and Registration of Potentially Dangerous Dogs and Dangerous Dogs provides for procedures to address potentially dangerous and dangerous dogs in order to protect the health, safety, and general welfare of the public; and

WHEREAS, Nicollet County held a public hearings on June 23, 2020, during the Nicollet County Board of Commissioners Board meeting to discuss the proposed Ordinance; and

THEREFORE IT BE RESOLVED, the Nicollet County Board of Commissioners hereby adopts the Ordinance Relating to the Designation and Registration of Potentially Dangerous Dogs and Dangerous Dogs; and

BE IT FURTHER RESOLVED, the Ordinance Relating to the Designation and Registration of Potentially Dangerous Dogs and Dangerous Dogs supersedes Resolution 276-2001 relating to the fee for a Dangerous Dog License.

BE IT FURTHER RESOLVED, the summary of the adopted Ordinance was published on July 2, 2020, in the St. Peter Herald and the Lafayette Nicollet Ledger pursuant to Minnesota Statutes Sections 331A.01 and 375.51.

Public Works

Consider Award of 2020 Highway Striping Project

Public Works Director, Seth Greenwood, appeared before the Board to present results and recommendations on bids for the 2020 Highway Striping Project. Bids were opened on June 29, 2020 and three bids were received. The bid results are as follows:

Contractor	Total for Project SP 052-612-008
Engineers Estimate	\$133,382.98
Traffic Marking Service, Inc.	\$120,879.18
Sir Lines-A-Lot	\$125,881.62
AAA Striping Service Co.	\$128,800.09

Motion by Commissioner Kolars and seconded by Commissioner Kemp to award the 2020 Highway Striping Project to the low bidder, Traffic Marking Service, Inc., for the low bid amount of \$120,879.18 and authorize entering into a contract with Traffic Marking Services, Inc. pending contract language approval by the County Attorney. Motion carried with all voting in favor.

Agenda Addition: Consider Award of Contract for SP 052-612-008

Director Greenwood presented the results and recommendations on bids for CSAH 12 SP 052-612-008. Bids were opened on June 30, 2020 and four bids were received. The bid results are as follows:

Contractor	Total for Project SP 052-612-008
Engineers Estimate	\$6,954,123.75
Mathiowetz Construction Co.	\$5,995,534.78
Midwest Contracting, LLC	\$6,605,259.85
S.M. Hentges & Sons, Inc.	\$7,166,288.98
Central Specialist Inc.	\$8,156,698.82

Motion by Commissioner Kemp and seconded by Commissioner Morrow to award the contract for SP 052-612-008 to the low bidder, Mathiowetz Construction Co., for the low bid amount of \$5,995,534.78 and authorize entering into a contract with Mathiowetz Construction Co. pending contract language approval by the County Attorney. Motion carried with all voting in favor on a roll call vote.

Additionally, Director Greenwood provided updates on various road projects in the County.

Administration

Public Comment and Resolution Establishing the Appointed Office of County Recorder

County Administrator, Ryan Krosch, appeared before the Board to request approval on the Resolution Establishing the Appointed Office of County Recorder.

MN Statute 375A.1205 provides a process for making certain elected county offices appointed. With the retirement and resignation of elected County Recorder Kathy Conlon, the Board approved a resolution on June 23, 2020 that stated public comment would be heard on the intent to appoint the County Recorder position at the Nicollet County Board meeting held on July 14, 2020 at 9:30 a.m.

At 9:38 a.m. Chair Luepke opened the Public Comment portion of the meeting. Chair Luepke called for public comment and with no public comments Chair Luepke closed the public comment.

Motion by Commissioner Kemp and seconded by Commissioner Morrow to approve the Resolution Establishing the Appointed Office of County Recorder. Motion carried with all voting in favor on a roll call vote.

RESOLUTION ESTABLISHING THE APPOINTED OFFICE OF COUNTY RECORDER

WHEREAS, Minnesota Statute 382.01 states the office of county recorder shall be elected; and

WHEREAS, Minnesota Statute 375A.1205 provides a process for making certain county elected offices appointed; and

WHEREAS, the office of Nicollet County Recorder became vacant on June 27, 2020 due to the retirement of the incumbent elected County Recorder Kathy Conlon; and

WHEREAS, pursuant to Minnesota Statute 375A.1205, the Nicollet County Board of Commissioners notified the public by publishing a resolution adopted June 23, 2020 of its intent to make the Office of Nicollet County Recorder appointed; and

WHEREAS, said resolution was published in the St. Peter Herald on June 25 and July 2, 2020; and

WHEREAS, the Nicollet County Board of Commissioners provided an opportunity for public comment related to appointing the Office of Nicollet County Recorder at its meeting on July 14, 2020; and

WHEREAS, pursuant to Minnesota Statute 375A.1205 and after said public comment, a county board can approve a resolution to make an elective office become appointed; and

WHEREAS, said resolution must be approved by at least 80 percent (4/5th) of the members of the county board; and

WHEREAS, said resolution will take effect 30 days after it is adopted unless a petition is filed pursuant to Minnesota Statute 375A.1205.

NOW, THEREFORE, BE IT RESOLVED, the Nicollet County Board of Commissioners hereby establishes the Office of Nicollet County Recorder as an appointed position instead of elected.

BE IT FURTHER RESOLVED, the Nicollet County Board of Commissioners orders that the effective date of establishing the appointed Office of Nicollet County Recorder be 30 days after adoption of this resolution (August 13, 2020) unless a petition is filed pursuant to Minnesota Statute 375A.1205.

BE IT FURTHER RESOLVED, the appointed Office of Nicollet County Recorder will also fulfill the duties required in Minnesota Statute of a county registrar of titles and deeds.

CARES Act Funding

Administrator Krosch provided an update on the CARES Act funding the County has received through the State.

Nicollet County received over \$4.1 million of Federal CARES Act funds to assist with costs associated with responding to the COVID-19 pandemic. In order for expenses to be approved the expenses need to be incurred between the period of March 1, 2020 through December 30, 2020 and meet criteria set forth by the Federal Government.

Administrator Krosch invited Health and Human Services Director, Cassie Sassenberg, to the podium to provide an overview of expenses Health and Human Services has planned to execute with the newly acquired CARES Act funds.

The consensus from the Board was to continue this conversation at the next Board workshop on July 21, 2020 to allow time for additional research on how to best allocate these funds across the County.

Agenda Addition: Discussion on County COVID-19 Mask Policy

At the request of Commissioner Kolars, there was a discussion on enforcing the wearing of masks while in Nicollet County buildings. Commissioner Kolars would like serious consideration of a new mask policy to be put into place at Nicollet County.

The consensus from the Board was to continue this conversation at the next Board workshop on July 21, 2020.

Commissioner Committee Reports

The Commissioners reported on various meetings and activities including:

Commissioner Marie Dranttel

- Brown Nicollet Environmental Health
- One Watershed One Plan Meeting
- Ethnically Diverse Groups Meeting

Commissioner Terry Morrow

- Chemical Health Group
- Public Health Group

Commissioner Denny Kemp

- Brown Nicollet Environmental Health
- MRCI Executive Board Meeting
- Stakeholders Meeting with County Attorney's Office

Commissioner Jack Kolars

- Traverse des Sioux Board ZOOM Meeting
- IMMTrack Meeting

Chair's Report

- Terri Pongratz's Retirement
- Lower Watershed Meeting

- SWCD Meeting

Approve Per Diems and Expenses

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

Adjourn

Motion by Commissioner Kemp and seconded by Commissioner Morrow to adjourn the meeting. Motion carried with all voting in favor. The meeting adjourned at 11:02 a.m.

JOHN LUEPKE, CHAIR
BOARD OF COMMISSIONERS

ATTEST:

RYAN KROSCH
CLERK TO THE BOARD

Nicollet County Board of Commissioners
Board Meeting Agenda Item



Agenda Item:						
Voting Equipment Grant Agreement (VEGA-2)						
Primary Originating Division/Dept.: Public Services	Meeting Date: 7/28/2020					
Contact: Jaci Kopet Title: Public Services	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)						
BACKGROUND/JUSTIFICATION: <p>Attached is the Voting Equipment Grant Agreement for grant money from the state of Minnesota for the purchase of new voting equipment.</p> <p>This money would be used to purchase new assistant voting machines to replace our current Automarks. These machines would not be purchased until after the 2020 elections but before December 31, 2020.</p> <p>Previous board action was taken on January 7, 2020 to approve a resolution to apply for the grant.</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) 1/7/2020						
Approved by County Attorney's Office: <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A						
ACTION REQUESTED: Approval and sign the grant agreement						
<table style="width: 100%;"> <tr> <td style="width: 50%;"> FISCAL IMPACT: Other (Select One) If "Other", specify </td> <td style="width: 50%;"> FUNDING County Dollars = Grant (Select One) </td> </tr> <tr> <td> FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments: </td> <td> Total </td> </tr> </table>			FISCAL IMPACT: Other (Select One) If "Other", specify	FUNDING County Dollars = Grant (Select One)	FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:	Total
FISCAL IMPACT: Other (Select One) If "Other", specify	FUNDING County Dollars = Grant (Select One)					
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:	Total					

0000197335

**STATE OF MINNESOTA
2020 VOTING EQUIPMENT GRANT AGREEMENT (VEGA-2)**

This grant agreement (hereinafter "Agreement") is made between the State of Minnesota, (hereinafter, "State") acting through its Secretary of State, 180 State Office Building, 100 Rev. Dr. Martin Luther King Jr. Boulevard, Saint Paul, MN 55155-1299 ("State") and Nicollet County, 501 S Minnesota Avenue, St. Peter, MN 56082 ("Grantee").

Recitals

- 1 Under Minnesota Laws 2019, 1st Special Session, chapter 10, Article 1, section 6 and Minnesota Laws 2017, First Special Session, Chapter 4, Article 3, § 17, coded as Minnesota Statutes, § 206.95, the Grantee is empowered to apply for the funds requested in this Agreement, and submitted a grant application under subdivision 3 of that section prior to 4 P.M. Central Time on January 31, 2020, and the State is empowered to enter into this grant.
- 2 Grantee represents that it is duly qualified and agrees to perform all services described in this Agreement to the satisfaction of the State and in accordance with all state laws authorizing this grant. Pursuant to Minn.Stat. § 16B.98, Subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant.
- 3 The State is in need of assurance that Minnesota elections are conducted on modern voting equipment. Grantee is in need of funds to purchase optical scan counters, assistive voting devices, or electronic roster systems.
- 4 Grantee represents that it has insufficient resources to purchase these counters, devices or systems without the grant amount provided pursuant to this agreement.

Agreement

1 Effectiveness of Agreement

- 1.1 **Effective date:** February 28, 2020, or the date all required signatures, including those required by Minnesota Statutes, § 16B.98, Subd. 5, have been affixed to the agreement by Grantee and State, whichever is later. Per Minnesota Statutes, § 16B.98, Subd. 11, the grantee submitted and the State approved a work plan and budget. Per, Minnesota Statutes § 16B.98 Subd. 7, no payments will be made to the Grantee until this grant agreement is fully approved and executed, and Grantee has been notified by the State's Authorized Representative that they are in compliance with the terms of this Agreement.
- 1.2 **Expiration date:** December 31, 2020, or when all funds applied for and provided to Grantee by State have been expended, whichever occurs first.
- 1.3 **Survival of Terms.** The following clauses survive the fulfillment of this grant agreement: 4. Conditions; 8. Liability; 9. State Audits; 10. Government Data Practices; 12. Property Insurance; 13. Governing Law, Jurisdiction, and Venue; and 14. Data Disclosure.

2 Grantee's Duties

- 2.1 **Activities.** The Grantee, who is not a state employee, will comply with required grants management policies and procedures set forth through Minn.Stat. § 16B.97, Subd. 4 (a) (1) and will use all funds provided as a result of this Agreement for the purchase of optical scan counters, assistive voting devices, or electronic roster systems in the manner described in this Agreement and as set forth in the Grant Application previously submitted by Grantee and attached hereto. As Chief County Election Official, the County Auditor or Election Director is responsible for fulfilling all requirements of Grantee under this agreement. Grantee will use the funds awarded only for the procurement of the voting equipment set forth in the Grant Application except as set forth in paragraph 2.4 of this Agreement.

Grantee is hereby awarded \$30,769.21 for purchase of O.S. Counters/Assistive Voting Devices. Grantee must match this grant with \$30,769.21 of local funds.

Grantee will expend all funds granted by this Agreement as well as the required match pursuant to Minnesota Statutes, § 206.95, no later than December 31, 2020, or will return all unspent grant funds to the State by December 31, 2020, for potential redistribution.

2.2 Reporting Requirements. Grantee shall report to the State as specified in this Agreement.

- (1) **Progress Reporting.** Grantee shall submit, by December 31, 2020, a financial reporting form to the State utilizing the format identified by the State, stating the amount spent in calendar year 2020 for the purchase of each kind of voting system, how many were purchased, and how much of the grant award remains to be spent, if any.
- (2) **Final Reporting.** Grantee will submit a final report, no later than December 31, 2020, or 30 days after the grant amount has been fully expended, whichever comes first, including all items listed in 2.2 (1) above as well as cancelled checks, invoices and paid bills, agreement and sub award documents, and records sufficient to detail history of procurements. These records must prove the total expenditure of the Grant Amount and the required total match pursuant to Minnesota Statutes, § 206.95, subdivision 4, or if less than all grant funds were expended, the total of the expended grant funds and the proportionate match required by Minnesota Statutes, § 206.95, subdivision 4.
- (3) **Other Requirements.** Subgrantee must maintain financial records for each grant sufficient to satisfy audit standards and must transmit those records to the secretary of state upon request of the secretary of state.
- (4) **Evaluation.** State shall have the authority, during the course of this grant period, to conduct an evaluation of the performance of Grantee.
- (5) **Requirement Changes.** State may modify or change all reporting forms at their discretion during the grant period.
- (6) **Special Requirements.** The State reserves the right to append to the Agreement terms, at any time before all grant funds have been expended, special administrative requirements deemed necessary to assure Grantee's successful implementation of the program. The State will notify the Grantee in writing of any special administrative requirements.

2.3 Accounting Requirements - Fiscal Control and Accounting Procedures.

Grantee's fiscal control and accounting procedures must be sufficient to:

- (a) Permit preparation of reports required by this Agreement,
- (b) Permit the tracing of funds to a level of expenditures adequate to determine that funds have not been used in violation of this agreement, and
- (c) Support accounting records through source documents, such as: cancelled checks, invoices and paid bills, agreement and sub award documents, and records sufficient to detail history of procurements.

2.4 Alterations in Spending Plan.

Grantee may not spend funds granted for electronic roster systems for other equipment, nor may Grantee spend funds granted for other than electronic roster systems on electronic roster systems.

Grantee may spend funds granted for the purchase of optical scan counters on assistive voting devices, and granted for the purchase of assistive voting devices on optical scan counters, or in either case for combinations thereof, if the change is reported in the next financial report due after the purchase.

3 Time

Grantee must comply with all the time requirements described in this Agreement. In the performance of matters funded pursuant to this Agreement, time is of the essence.

4 Consideration and Payment

4.1 Consideration. The State will make an award to Grantee under this Agreement as follows:

- (1) **Grant Award.** The Subgrantee will be awarded the amount listed for the Grantee in paragraph 2.1 of this Agreement.
- (2) **Total Obligation.** The total obligation of the State to Grantee under this grant agreement will not exceed the amount stated in paragraph 2.1 of this Agreement.

4.2 Fiscal Requirements. Grantee shall report to the State as provided by paragraph 2.2 of this Agreement.

- (1) **Financial Guidelines.** Grantee's eligible expenditures under this grant agreement must be specifically incurred by Grantee. Grantee will report on all expenditures pertaining to this grant agreement as provided in paragraph 2.2.

- (2) **Records.** Grantee shall retain all financial records for a minimum of six (6) years after the date of submission of the final financial report, or until completion of an audit which has commenced before the expiration of this six-year period, or until any audit findings and/or recommendations from prior audit(s) have been resolved between the Grantee and State, whichever is later, and comply with all other Retention and access requirements for records provided in the jurisdiction's retention schedules.

4.3 **Payment Invoices.** State will pay the grant amount to an account of Grantee within 30 days after the effective date of this Agreement.

4.4 **Conditions.**

- (1) Payments under this Agreement will be made from funds appropriated by Minnesota Laws, 2019, 1st Special Session, Chapter 10, Article 1, section 6. Grantee is responsible for compliance with all requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with statutory or grant agreement requirements.
- (2) Grant funds must be used only to increase the funds that would, in the absence of this grant, be made available for procurement of the equipment set forth in paragraph and operating expenses as defined by law.
- (3) Grantee assures that equipment to be acquired with these grant funds is required because Grantee has need of the equipment, and has insufficient funds for that purchase. Grantee also assures that equipment purchased with grant funds will be used for all elections as required by law. Grantee agrees that it will only purchase optical scan counters, or assisted voting devices, certified under M.S. 206.57, or electronic rosters that the jurisdiction determines meets requirements of M.S. 201.225.
- (4) Grantee, for five full years following the purchase of equipment with grant funds, may dispose of that equipment only after first offering the equipment to Minnesota jurisdictions using the same type of equipment. During that five year period, Grantee may only sell the equipment at or below a price equal to the amount of the funds initially expended by Grantee for the equipment purchase, excluding the grant made pursuant to this agreement. If the funds so expended, or any part thereof, were initially received from the Help America Vote Act, funds from the sale of the equipment must be returned to the jurisdiction's Help America Vote Act (HAVA) account and must be retained and expended only for the purposes of HAVA.

5 **Satisfaction**

All duties required and agreements or assurances provided by Grantee in this Agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations.

6 **Authorized Representative**

The State's Authorized Representative is David Maeda, Director of Elections, 180 State Office Building, 100 Rev. Dr. Martin Luther King Jr. Boulevard, Saint Paul, MN 55155-1299, 651-556-0612, or his successor, and has the responsibility to monitor the Grantee's performance and compliance with this Agreement.

Grantee's Authorized Representative is Jaci Kopet, Public Services Manager, 501 S Minnesota Avenue, St. Peter, MN 56082, jaci.kopet@co.nicollet.mn.us, 507-934-7800.

Grant payment will be made to:
Nicollet County
Federal ID Number: 41-6005852

Grantee must be registered as a vendor in the SWIFT system, or must provide a W-9 form with this executed agreement, in order for State to register Grantee in the SWIFT system.

If Grantee's Authorized Representative changes at any time before the funds provided for in this Agreement are fully expended, Grantee must immediately notify the State.

7 Assignment Amendments, Waiver, and Grant Contract Complete

7.1 Assignment

Grantee shall neither assign nor transfer any rights or obligations under this grant contract without the prior written consent of the State, approved by the same parties who executed and approved this grant contract, or their successors in office.

7.2 Amendments

Any amendments to this grant contract 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 grant contract, or their successors in office.

7.3 Waiver

If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or the State's right to enforce it.

7.4 Grant Contract Complete

This grant contract contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

8 Liability

Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the expenditures of the funds provided by this Agreement by Grantee or Grantee's agents or employees.

9 State Audits

Under Minnesota Statutes, § 16C.05, subd. 5, and 16B.98, subd. 8, Grantee's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

10 Government Data Practices

Grantee and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes, Ch. 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 Grantee 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 Grantee or the State.

If Grantee receives a request to release the data referred to in this Clause, the Subgrantee must immediately notify the State. The State will give Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

11 Workers' Compensation

Grantee certifies that it is in compliance with Minnesota Statutes, § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12 Property and Casualty Insurance

Grantee is required to maintain a property and casualty insurance policy covering "All Risk" (or equivalent) of direct physical loss or damage, including, but not limited to, the perils of transit (if applicable), theft, and flood for the counters, devices or systems acquired using funds granted under the Agreement. The insurance limit shall be equal to the replacement cost of the election equipment. Any deductible shall be the sole responsibility of Grantee.

13 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14 Data Disclosure

Under Minnesota Statutes, § 270.66, and other applicable law, Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Subgrantee to file state tax returns and pay delinquent state tax liabilities, if any, or pay other state liabilities.

15 Termination.

The State may immediately terminate this grant contract with or without cause, upon 30 days' written notice to the Grantee.

16 Grantee Procurement

Grantee certifies that it will use the procurement processes applicable in Grantee's jurisdiction in purchasing equipment with funds subject to this Agreement.

1. ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes, §§ 16A.15 and 16C.05.

Signed: _____

Date: _____

Grant Agreement No. 180089, PD 3215

3. STATE (Office of the Secretary of State)

By: _____

(with delegated authority)

Title: Director of Elections

Date: _____

2. GRANTEE (Local Jurisdiction)

Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of Grantee as required by applicable resolutions or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Distribution:

Grantee
State's Authorized Representative

Nicollet County Board of Commissioners
Board Meeting Agenda Item



Agenda Item:						
Sheriff's Office Out of State Travel						
Primary Originating Division/Dept.: Nicollet County Sheriff's Office Contact: Dave Lange Title: Sheriff Amount of Time Requested minutes Presenter: Dave Lange Title: Sheriff	Meeting Date: 7/28/2020 Item Type: Consent Agenda (Select One)					
Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No						
County Strategy: Financial Security - prudent use of taxpayer resources (Select One)						
BACKGROUND/JUSTIFICATION: Two of Nicollet County Sheriff's Office deputies were signed up for The Street Smart Cop/Pro-Active Patrol Tactics 2-day course when it was originally scheduled to be located at Anoka, MN. Recently they were notified that the location of the course has been changed to Osseo, WI due to the current state of affairs in Minneapolis.						
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 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						
ACTION REQUESTED: Approval for out of state travel for two deputies of the Sheriff's Office to Wisconsin.						
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> FISCAL IMPACT: Included in current budget (Select One) If "Other", specify </td> <td style="width: 50%; vertical-align: top;"> FUNDING County Dollars = Other (Select One) </td> </tr> <tr> <td style="vertical-align: top;"> FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments: </td> <td style="vertical-align: top;"> Total </td> </tr> </table>			FISCAL IMPACT: Included in current budget (Select One) If "Other", specify	FUNDING County Dollars = Other (Select One)	FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:	Total
FISCAL IMPACT: Included in current budget (Select One) If "Other", specify	FUNDING County Dollars = Other (Select One)					
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:	Total					

**STREET SMART COP/ PRO-ACTIVE PATROL TACTICS
2-DAY SEMINAR**

INSTRUCTED BY: DENNIS BENIGNO

\$249 per student



The foundational course Street Cop Training was built on. Taken by over 10,000 law enforcement officers it has been regarded as the best course ever created for police officers. We have spent almost 20 years of collective information and fine tuning it to create a training experience like no other. Humorous, exciting, and extremely valuable, this course is designed to be enjoyed by every division and every rank. We will cover the case law every cop needs to know, specific to the state in which it's taught. The exposure to this kind of knowledge is a MUST have in today's modern policing. We can no longer afford to guess what to do next. Re-Active or Pro-Active, officers must know how to behave in a manner that is constitutionally compliant. We teach cases that not only give the student understanding but also raise their confidence. This will put an end to common police misconceptions and muster room debates. We supply facts and provide where it says what we teach and advocate.

We continue beyond case law into pro-active policing and how to be an effective police officer. The student will be privy to watching strategically edited police videos in a way that breaks down the indicators of criminal behavior. This is the perfect course for anyone looking to take their policing to the next level or looking to polish your existing abilities as an effective police officer. This course has been deemed so vital for police officers that several agencies have sent all their sworn personnel. Some have even added it as a pre-requisite to completing their field-training program. This course is not just for the proactive officers, as it provides essential information all LEO's must know. It is extremely dangerous for police officers to be in the presence of criminal activity without being aware of it. Save yourself from embarrassment. Save your life. Save the life of another.

Broadly covered topics will include; identity deception/uncovering the truth; reactions to police presence when engaged in criminal conduct; key phrases of deception; body language and nervous behavior; distinguishing illegal police conduct from legal police conduct; current crime trends; motor vehicle law that you should know; exposure to hidden compartments/hides; and Officer Safety/Tactics that will save your life. Previous attendees report back with great results far beyond what we ever expected this training to accomplish. Our students have stopped a broad range of crimes from being committed and have apprehended some of the most dangerous criminals in the country. Do not miss this career changing training.

Dennis Benigno is the founder and CEO of Street Cop Training and began formal police instruction in 2012. His law enforcement career began in 2001 at 19 years of age as a NJ Corrections Officer. In 2004 Benigno became a police officer with the US Park Police Dept. in Washington, DC and in 2005 moved over to the position of police officer in one of NJ's largest municipalities. He has received multiple awards including but not limited to Lifesaving, Meritorious Service, Mayor's Award for Excellence in Public Service, Several Letters of Recognition, Leadership awards and Certificates of Appreciation from several law enforcement organizations. As a police officer Benigno has affected over 1,500 arrests and has conducted well over 10,000 motor vehicle stops. He now leads one of the fastest growing LEO education companies in the country.

TO REGISTER VISIT: streetcoptraining.com

Join our free facebook group with over 47k members and thousands of hours of training videos for leo's
[Facebook.com/groups/streetcoptraining](https://www.facebook.com/groups/streetcoptraining)



The Street Smart Cop/Pro-Active Patrol Tactics (2 Day Course)

Details	Price	Qty
Admission	\$249.00 (USD)	0 <input type="button" value="v"/>



[Register Now](#)

August 17, 2020 -

August 18, 2020



9:00 am - 4:00 pm

About the Course:

The foundational course Street Cop Training was built on. Taken by over 10,000 law enforcement officers it has been regarded as the best course ever created for police officers. We have spent almost 20 years of collective information and fine tuning it to create a training experience like no other. Humorous, exciting, and extremely valuable, this course is designed to be enjoyed by every division and every rank. We will cover the case law every cop needs to know, specific to the state in which it's taught. The exposure to this kind of knowledge is a MUST have in today's modern policing. We can no longer afford to guess what to do next. Re-Active or Pro-Active, officers must know how to behave in a manner that is constitutionally compliant. We teach cases that not only give the student understanding but also raise their confidence. This will put an end to common police misconceptions and muster room debates. We supply facts and provide where it says what we teach and advocate.

We continue beyond case law into pro-active policing and how to be an effective police officer. The student will be privy to watching strategically edited police videos in a way that breaks down the indicators of criminal behavior. This is the perfect course for anyone looking to take their policing to the next level or looking to polish your existing abilities as an effective police officer. This course has been deemed so vital for police officers that several agencies have sent all their sworn personnel. Some have even added it as a pre-requisite to completing their field-training



program. This course is not just for the proactive officers, as it provides essential information all LEO's must know. It is extremely dangerous for police officers to be in the presence of criminal activity without being aware of it. Save yourself from embarrassment. Save your life. Save the life of another.

Broadly covered topics will include; identity deception/uncovering the truth; reactions to police presence when engaged in criminal conduct; key phrases of deception; body language and nervous behavior; distinguishing illegal police conduct from legal police conduct; current crime trends; motor vehicle law that you should know; exposure to hidden compartments/hides; and Officer Safety/Tactics that will save your life. Previous attendees report back with great results far beyond what we ever expected this training to accomplish. Our students have stopped a broad range of crimes from being committed and have apprehended some of the most dangerous criminals in the country. Do not miss this career changing training.

Dennis Benigno is the founder and CEO of Street Cop Training and began formal police instruction in 2012. His law enforcement career began in 2001 at 19 years of age as a NJ Corrections Officer. In 2004 Benigno became a police officer with the US Park Police Dept. in Washington, DC and in 2005 moved over to the position of police officer in one of NJ's largest municipalities. He has received multiple awards including but not limited to Lifesaving, Meritorious Service, Mayor's Award for Excellence in Public Service, Several Letters of Recognition, Leadership awards and Certificates of Appreciation from several law enforcement organizations. As a police officer Benigno has affected over 1,500 arrests and has conducted well over 10,000 motor vehicle stops. He now leads one of the fastest growing LEO education companies in the country.

Venue: Minneapolis, MN

 **Address:**



Anoka Technical College - Auditorium A and B, 1355 US-10, Anoka,
Minnesota, 55303, United States

Copyright 2019 StreetCopTraining.com



Amy Bode

Subject:

FW: ATTENTION: PLEASE RESPOND TO THIS EMAIL - The Street Smart Cop/Pro-Active Patrol Tactics (2 Day Course) @ Minneapolis, MN - 08/17/2020

From: Street Cop Training <StreetCopTraining@gmail.com>

Date: July 22, 2020 at 07:21:53 PDT

To: "Nick (Street Cop Training)" <nick@streetcoptraining.com>, Jenna Kondilas <jenna@streetcoptraining.com>

Subject: ATTENTION: PLEASE RESPOND TO THIS EMAIL - The Street Smart Cop/Pro-Active Patrol Tactics (2 Day Course) @ Minneapolis, MN - 08/17/2020

Hi Everyone,

As you could have imagined due to the current state of affairs in Minneapolis our training has been requested to be postponed. In an effort to still have the course be an in person course as opposed to a webinar we explored our options. We connected with the Osseo, WI Chief of Police who was eager to host the event. There is a date change from Monday and Tuesday (Aug 17th/18th) to Tuesday and Wednesday (August 18th/19th). In class we will 100% be covering law/case law specific to both states. This doesn't really add much time to the training as the concept is explained and then shown where you state stands on the law. The collective majority of currently registered attendees will have to accept the new training dates and location for this training to be held. If we do not have a majority of attendees agreeing to attend we will have to conduct a webinar and reschedule the training in the original location in the future. We are asking that you provide a response asap on whether or not you will still be attending the training.

Thank you,

Dennis

--

Dennis Benigno

dennis@streetcoptraining.com

Melissa • Ext 500

melissa@streetcoptraining.com



Becca • Ext 504

becca@streetcoptraining.com

Jenna • Ext 505

jenna@streetcoptraining.com

 732-351-2565



*** 2021 STREET COP CONFERENCE ***

October 4th - 8th, 2021

We will continue to release details as we progress!

<https://streetcoptraining.com/conference/>

Total Control Panel

Lo!

To: maria.mcmonagle@co.nicollet.mn.us

Message Score: 73

High (60): Fail

From: streetcoptraining@gmail.com

My Spam Blocking Level: Medium

Medium (75): Pass

Low (90): Pass

[Block this sender](#)

[Block gmail.com](#)

This message was delivered because the content filter score did not exceed your filter level.

NOTICE:

Unless restricted by law, email correspondence to and from Nicollet County government offices may be public data subject to the Minnesota Data Practices Act and/or may be disclosed to third parties.

This email and any files transmitted with it are confidential and are intended solely for the use of the individual or entity to which they are addressed. If you have received this email in error, please destroy it and notify the sender immediately.

Nicollet County Board of Commissioners
Board Meeting Agenda Item



Agenda Item: End of Probations		
Primary Originating Division/Dept.: Human Resources		Meeting Date: 7/28/2020
Contact: Jamie Haefner	Title: Human Res. Dir.	Item Type: Consent Agenda (Select One)
Amount of Time Requested	minutes	
Presenter: Jamie Haefner	Title: Human Res. Dir.	Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No
County Strategy: Facilities and Space - preserve, maintain and build our assets (Select One)		
BACKGROUND/JUSTIFICATION: Health and Human Services Director Cassie Sassenberg has requested the end of probation for Laura Benzkofer, Children's Mental Health Social Worker, effective July 29, 2020 and Breanna Allen, Health Promotion and Prevention Services Supervisor, effective August 5, 2020.		
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		
ACTION REQUESTED: Grant end of probationary status		
FISCAL IMPACT: Other (Select One) If "Other", specify		FUNDING County Dollars = Grant (Select One)
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:		Total

Nicollet County Board of Commissioners
Board Meeting Agenda Item



Agenda Item:	
June 15, 2020 and July 20, 2020 Planning & Zoning Advisory Commission Meetings	
Primary Originating Division/Dept.: PPSP - Property Services	Meeting Date: 07-28-2020
Contact: Jon Hammel Title: DZA	Item Type: Regular Agenda (Select One)
Amount of Time Requested 30 minutes	
Presenter: Jon Hammel Title: DZA	Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No
County Strategy: Programs and Services - deliver value-added quality services (Select One)	
BACKGROUND/JUSTIFICATION: <p>1.) Michaletz Properties, LLC. - To amend existing conditional use permits C-26-05 and C-23-93 to include trap, long range rifle, short range pistol, sporting clays, a pistol target range, and an outdoor archery range, and to remove specific conditions from C-26-05 and C-23-93.</p> <p>- Neighboring landowners Wade and Velda Cordes, David, Josiah, and Emily Stoering, and Gary Zimanski objected to the request. Their concerns included: noise, traffic, dust, road damage, speed limits, stray bullets, alcohol sales, littering, trespassing, hours of operation, occupancy, property depreciation, and the use of high-powered rifles.</p> <p>- Courtland Township Board Chair Larry Luepke commented the Township was concerned about traffic and road damage.</p> <p>- David M. Gross, co-author of MN State Statute 87A, known as the Shooting Range Protection Act, commented on noise standards and requirements.</p> <p>- Planning and Zoning Advisory Commissioners Jason Enter, Justin Laven, and Ron Regenscheid met with the applicants onsite on Friday, July 17, 2020. Also present were DNR Shooting Range Coordinator Chuck Niska and DNR Conservation Officer Thor Nelson.</p>	
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) 06/22/93 and 08/16/05	
Approved by County Attorney's Office: <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A	
ACTION REQUESTED: Approval of conditional use permit and attached findings of fact.	
FISCAL IMPACT: No fiscal impact (Select One) If "Other", specify	FUNDING County Dollars = 0 Other (Select One)
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:	Total



Planning & Zoning Advisory Commission

MINUTES

JULY 20, 2020

7:00 PM

NICOLLET COUNTY
BOARD ROOM

BOARD MEMBERS	Jason Enter <input checked="" type="checkbox"/> Chair	David Wendinger <input checked="" type="checkbox"/> Vice Chair	Marie Dranttel <input checked="" type="checkbox"/> Commissioner
			Terry Morrow <input type="checkbox"/> Commissioner, Alternate
ABSENT EXCUSED	David Hermanson <input type="checkbox"/>	Justin Laven <input checked="" type="checkbox"/>	Ron Regenscheid <input checked="" type="checkbox"/> Vacant <input type="checkbox"/>
	Jason Enter <input type="checkbox"/> Chair	David Wendinger <input type="checkbox"/> Vice Chair	Marie Dranttel <input type="checkbox"/> Commissioner Terry Morrow <input type="checkbox"/> Commissioner, Alternate
ABSENT	David Hermanson <input checked="" type="checkbox"/>	Justin Laven <input type="checkbox"/>	Ron Regenscheid <input type="checkbox"/> Vacant <input type="checkbox"/>
	Jason Enter <input type="checkbox"/> Chair	David Wendinger <input type="checkbox"/> Vice Chair	Marie Dranttel <input type="checkbox"/> Commissioner Terry Morrow <input type="checkbox"/> Commissioner, Alternate
STAFF PRESENT	David Hermanson <input type="checkbox"/>	Justin Laven <input type="checkbox"/>	Ron Regenscheid <input type="checkbox"/> Vacant <input type="checkbox"/>
	Property and Public Services Director Mandy Landkamer <input checked="" type="checkbox"/>		
	Deputy Zoning Administrator/Planner Jon Hammel <input checked="" type="checkbox"/>		
	Assistant County Attorney Megan E. Gaudette Coryell <input checked="" type="checkbox"/>		
	County Attorney Michelle Zehnder Fischer <input checked="" type="checkbox"/>		
	County Sheriff Dave Lange <input checked="" type="checkbox"/>		

REVIEW OF CANCELLATIONS & ADDITIONS None.

MOTION TO APPROVE MINUTES OF JUNE 15, 2020

APPROVE ☒

APPROVE WITH REVISIONS ☐

1ST	Marie Dranttel <input type="checkbox"/>	Jason Enter <input type="checkbox"/>	David Hermanson <input type="checkbox"/>	Justin Laven <input type="checkbox"/>
	Terry Morrow, Alt. <input type="checkbox"/>			
	Ron Regenscheid <input type="checkbox"/>	David Wendinger <input checked="" type="checkbox"/>	Vacant <input type="checkbox"/>	
2ND	Marie Dranttel <input type="checkbox"/>	Jason Enter <input type="checkbox"/>	David Hermanson <input type="checkbox"/>	Justin Laven <input checked="" type="checkbox"/>
	Terry Morrow, Alt. <input type="checkbox"/>			
	Ron Regenscheid <input type="checkbox"/>	David Wendinger <input type="checkbox"/>	Vacant <input type="checkbox"/>	

VOTE TO APPROVE MINUTES

PASS ☒

FAIL ☐

VOTE 5-0

PUBLIC APPEARANCES

None.

Public Hearings

MICHALETZ PROPERTIES, LLC.

(CONTINUED FROM JUNE 15,
2020 MEETING)

PLN 20-11

**TO AMEND EXISTING CONDITIONAL USE PERMITS C-26-05 AND C-23-93
TO INCLUDE TRAP, LONG RANGE RIFLE, SHORT RANGE PISTOL,
SPORTING CLAYS, A PISTOL TARGET, AND AN OUTDOOR ARCHERY
RANGE, AND TO REMOVE SPECIFICATIONS FROM C-26-05 AND C-23-93**

APPLICANT COMMENT

Joe and Christine Michaletz were present representing Michaletz Properties, LLC. Christine Michaletz spoke. She introduced David M. Gross, co-author of Minnesota Statute Chapter 87A, known as the "Shooting Range Protection Act". Mr. Gross drafted an opinion letter that was provided to the Commission for review prior to the hearing. She then provided an overview of the proposal and addressed issues raised during and after the June 15, 2020 hearing. The clubhouse will not be an event center. The applicant is open to additional signage along 547th Lane to address safety and traffic concerns. Pheasant hunting is not included in the proposal. The new development noted in Chapter 87A applies to neighboring properties, not new development associated with a shooting range. Minnesota Statute 97B pertains to private hunting and not shooting ranges. Deer stands on the property are for personal use and are not related to the requested use.

PUBLIC COMMENT

Veleda Cordes submitted a document via email, entitled "Gun Club Map Discrepancies". This document was provided to the Commission at the hearing.

Veleda Cordes (46882 547th Lane, Courtland, MN 56021) testified herself and in proxy for her husband Wade Cordes. Her main concerns were safety and noise. She stated the 500-foot boundary attached as a condition in 1993 was intended for safety reasons and applies to all bullets, not just those fired while hunting. She questioned why the neighboring landowners have to pay for sound monitoring and mitigation. They believe the request will depreciate neighboring properties. She stated she had no problem with gun ranges, but did have a problem with the applicants' request.

David M. Gross (6420 French Lake Trail, Faribault, MN 55021) testified. He questioned why the proposed conditions included those associated with a shooting preserve, when the facility would no longer be considered a preserve. He stated that property lines have nothing to do with the Shooting Range Protection Act, except for the concept of trespass: keeping projectiles onsite. Regarding noise control, he noted he had provided an opinion letter. He stated that if the sound at the point of reception, for example a residence, meets state standards then there is no legal issue. The standards require the scientific measurement of sound pressure according to the methodology established by the Pollution Control Agency. He noted that prior to the Act there was no objective standard for the measurement of sound from shooting ranges.

PUBLIC TESTIMONY

David Stoering (430 Zieske Road, Courtland, MN 56021) testified. He farms the land south of the proposed facility. He agreed with Mrs. Cordes, that neighboring landowners should not be responsible for sound measurement. He listed his concerns, including: traffic, road damage, compatibility with the surrounding area, property depreciation, trespassing, littering, and the unsafe handling of guns and bows.

Josiah Stoering (47197 547th Lane, Courtland, MN 56021) testified. He lives at the end of 547th Lane. His experience with the previous owners was that clients cannot always be controlled. His primary concern was safety and the addition of the rifle range. He pointed out that the opinion letter provided by Mr. Gross includes the rifle range as an existing activity. He then noted the rifle range as a commercial activity was not yet approved.

Courtland Township Board Chair Larry Luepke (54605 County Road 21, Courtland, MN 56021) testified. He stated the Township has concerns with the potential increase in traffic on 547th Lane. He suggested that the applicants consider using an existing trail north of the Zimanski property for access to the facility.

Mr. Gross responded to Josiah Stoering's comment concerning the rifle range. He stated that the expansion of activities and events must be allowed per the Shooting Range Protection Act so long as the standards for sound limits and projectile containment are met.

Mrs. Cordes questioned the standards for sound limits.

Mr. Gross responded that the standards allow for a lawfully acceptable level of noise.

Chair Enter stated that he and Commissioners Laven and Regenscheid visited the property on Friday, July 17, 2020.

COMMISSIONER DISCUSSION

Laven added they met with Mr. and Mrs. Michaletz, DNR Conservation Officer Thor Nelson, and DNR Shooting Range Coordinator Chuck Niska. They walked the property and viewed the proposed facility layout and existing rifle shooting structure. He stated the shooting structure was more than 500 feet away from the Cordes's house. According to the proposed layout projectiles should stay within the facility's boundaries.

Chair Enter noted under the proposed layout projectiles would be shot north, away from the Stoering's property.

Regenscheid stated he had a conversation with Randy Voss, the current owner of the Caribou Gun Club which was founded in 1950 by Mr. Voss's father. Originally there was only trap shooting, but the Club

has since added rifle, skeet, and clay shooting. The Club is a hunting preserve. Mr. Voss has had a full liquor license for some time and has not had any problems. It is clear that if a person wants an alcoholic beverage, they cannot continue shooting afterwards. Since 1956 only one member has been ejected from the Club over safety concerns. Mr. Voss commented that "shooters police shooters". The Club has not had any issues with debris.

Regenscheid stated he also had a discussion with Tim Griep, who is a neighbor to Mr. Voss and is also a Township Supervisor. Mr. Griep stated that over the years the Township has not been concerned over traffic associated with the Club. Mr. Griep said that if there is an issue, Mr. Voss takes care of it.

Regenscheid spoke with another neighbor, Rodger Janzen. Mr. Janzen commented that he is not concerned about noise and compared it to living close to a railroad. Mr. Janzen said that if he has any problems, Mr. Voss takes care of it.

Chair Enter noted he was impressed with how the rifle range shed is facing away from houses, is enclosed, and spray foamed. He asked Mr. Michaletz to comment on the topic.

Mr. Michaletz commented they were conscience of noise when developing the rifle range. It was built to face west and north, away from the neighboring houses. He noted they are exploring adding some barriers on the sides of the range to help focus the noise downrange. They have hired a company that specializes at noise reduction at shooting ranges to explore additional methods of noise management.

Mrs. Cordes asked if the Commissioners would visit her property when shooting was occurring.

Chair Enter noted he had not been to the Cordes's property, but had visited the site of the proposed facility next to their property.

Laven inquired if the applicant has a road agreement already in place with the Township. He noted it would be required as a condition.

Mr. Michaletz responded that there was not an agreement already in place.

Chair Enter asked if the applicant was open to exploring Mr. Luepke's idea of accessing the property from the north.

Mr. Michaletz stated they were open to any suggestions to help reduce traffic on the road.

Laven noted that under the proposed hours of operation, shooting may occur after the business has closed at 9 p.m. He asked for clarification on the topic.

Mrs. Michaletz responded that the clubhouse would close prior to closure of the ranges. Clients would be allowed to finish their shooting activities until sunset, when the ranges would close.

MOTION

APPROVE WITH ATTACHED CONDITIONS ☒

DENY ☐

1 ST	Marie Dranttel <input type="checkbox"/>	Jason Enter <input checked="" type="checkbox"/>	David Hermanson <input type="checkbox"/>	Justin Laven <input type="checkbox"/>
	Terry Morrow, Alt. <input type="checkbox"/>			
	Ron Regenscheid <input type="checkbox"/>	David Wendinger <input type="checkbox"/>	Vacant <input type="checkbox"/>	
2 ND	Marie Dranttel <input type="checkbox"/>	Jason Enter <input type="checkbox"/>	David Hermanson <input type="checkbox"/>	Justin Laven <input checked="" type="checkbox"/>
	Terry Morrow, Alt. <input type="checkbox"/>			
	Ron Regenscheid <input type="checkbox"/>	David Wendinger <input type="checkbox"/>	Vacant <input type="checkbox"/>	

VOTE

PASS ☒

FAIL ☐

VOTE 5-0

MOTION TO ADOPT FINDINGS

1 ST	Marie Dranttel <input type="checkbox"/>	Jason Enter <input type="checkbox"/>	David Hermanson <input type="checkbox"/>	Justin Laven <input type="checkbox"/>
	Terry Morrow, Alt. <input type="checkbox"/>			
	Ron Regenscheid <input type="checkbox"/>	David Wendinger <input checked="" type="checkbox"/>	Vacant <input type="checkbox"/>	
2 ND	Marie Dranttel <input type="checkbox"/>	Jason Enter <input type="checkbox"/>	David Hermanson <input type="checkbox"/>	Justin Laven <input checked="" type="checkbox"/>
	Terry Morrow, Alt. <input type="checkbox"/>			
	Ron Regenscheid <input type="checkbox"/>	David Wendinger <input type="checkbox"/>	Vacant <input type="checkbox"/>	

VOTE TO ADOPT FINDINGS

PASS ☒

FAIL ☐

VOTE 5-0

OLD BUSINESS	None.
OTHER BUSINESS	None.
REVIEW OF PERMITS	Permits for May and June were reviewed.
COMMUNICATIONS	Director Landkamer requested that the Commissioners send staff any suggestions for potential candidates to serve on the Commission.
MOTION TO ADJOURN	8:20 PM

1 ST	Marie Dranttel <input type="checkbox"/>	Jason Enter <input type="checkbox"/>	David Hermanson <input type="checkbox"/>	Justin Laven <input checked="" type="checkbox"/>
	Terry Morrow, Alt. <input type="checkbox"/>	David Wendinger <input type="checkbox"/>	Vacant <input type="checkbox"/>	
	Ron Regenscheid <input type="checkbox"/>			
2 ND	Marie Dranttel <input type="checkbox"/>	Jason Enter <input type="checkbox"/>	David Hermanson <input type="checkbox"/>	Justin Laven <input type="checkbox"/>
	Terry Morrow, Alt. <input type="checkbox"/>	David Wendinger <input checked="" type="checkbox"/>	Vacant <input type="checkbox"/>	
	Ron Regenscheid <input type="checkbox"/>			
VOTE TO ADJOURN		PASS <input checked="" type="checkbox"/>	FAIL <input type="checkbox"/>	VOTE 5-0

**JASON ENTER
CHAIR**

DATE

**JON HAMMEL
DEPUTY ZONING ADMINISTRATOR/
PLANNER**

DATE

Nicollet County Planning and Zoning Advisory Commission



July 20, 2020

7:00 p.m.

Doors Open at 6:45 PM

County Board Room, Nicollet County Government Center, 501 South Minnesota Avenue, Saint Peter MN 56082

Due to the COVID-19 (coronavirus) pandemic and resulting state and federal emergency declarations and guidance about limiting unnecessary person-to-person contact, the July 20, 2020 Nicollet County Planning and Zoning Advisory Commission meeting will be conducted under Minnesota Statute 13D.021 – Meetings by Telephone or Other Electronic Means. Some Planning and Zoning Advisory Commission members may possibly participate by telephone or other electronic means.

Due to the current health pandemic, only a limited number of persons will be allowed in the meeting room at one time. Persons in attendance must maintain proper social distancing at all times while in the building.

Questions or comments regarding the agenda items for this meeting can be directed to Mandy Landkamer, Property and Public Services Director, 507-934-7074, mandy.landkamer@co.nicollet.mn.us.

1. Call to Order
2. Roll Call
3. Review of Cancellations and Additions
4. Approval of Minutes: *June 15, 2020*
5. Public Appearances
6. **PUBLIC HEARING PLN20-11** **Continued from June 15, 2020 Meeting**
Applicant/Property Owner: Michaletz Properties, LLC.
Site Address: 47028 547th Lane, Courtland MN 56021
Location: Part of the Eastern 1/2 of the Southwest 1/4, and Part of the Southeast 1/4, of Section 1-109-30 in Courtland Township
Request: To amend existing conditional use permits C-26-05 and C-23-93 to include trap, long range rifle, short range pistol, sporting clays, a pistol target, and an outdoor archery range, and to remove specific conditions from C-26-05 and C-23-93
7. Old Business
8. Other Business
9. Review of Permits
10. Communications: *County Board meets July 28, 2020*
11. Adjourn

Mission Statement

Providing efficient services
with innovation and accountability.

Leadership. Efficiency. Accountability.
Innovation. Integrity.

Vision Statement

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



Planning & Zoning Advisory Commission

MINUTES

JUNE 15, 2020

7:57 PM

RIVER ROOMS HEALTH AND
HUMAN SERVICES BUILDING

BOARD MEMBERS

Jason Enter ☒
Chair

David Wendinger ☒
Vice Chair

Marie Dranttel ☒ **Commissioner**

Terry Morrow ☐ **Commissioner, Alternate**

David Hermanson ☒

Justin Laven ☒

Ron Regenscheid ☒ Vacant ☐

ABSENT EXCUSED

Jason Enter ☐
Chair

David Wendinger ☐
Vice Chair

Marie Dranttel ☐ **Commissioner**

Terry Morrow ☐ **Commissioner, Alternate**

David Hermanson ☐

Justin Laven ☐

Ron Regenscheid ☐ Vacant ☐

ABSENT

Jason Enter ☐
Chair

David Wendinger ☐
Vice Chair

Marie Dranttel ☐ **Commissioner**

Terry Morrow ☐ **Commissioner, Alternate**

David Hermanson ☐

Justin Laven ☐

Ron Regenscheid ☐ Vacant ☐

STAFF PRESENT

Property and Public Services Director Mandy Landkamer ☒

Deputy Zoning Administrator/Planner Jon Hammel ☒

Assistant County Attorney Megan E. Gaudette Coryell ☒

County Attorney Michelle Zehnder Fischer ☒

County Sheriff Dave Lange ☒

REVIEW OF CANCELLATIONS & ADDITIONS None.

MOTION TO APPROVE MINUTES OF MAY 18, 2020

APPROVE ☒

APPROVE WITH REVISIONS ☐

1ST

Marie Dranttel ☐

Terry Morrow, Alt. ☐

Jason Enter ☐

David Hermanson ☐

Justin Laven ☐

Ron Regenscheid ☐

David Wendinger ☒

Vacant ☐

2ND

Marie Dranttel ☐

Terry Morrow, Alt. ☐

Jason Enter ☐

David Hermanson ☐

Justin Laven ☒

Ron Regenscheid ☐

David Wendinger ☐

Vacant ☐

VOTE TO APPROVE MINUTES

PASS ☒

FAIL ☐

VOTE 6-0

PUBLIC APPEARANCES None.

Public Hearings

SCOTT UNHOEFER

PLN20-19 EXPAND A NONCONFORMING HUNTING SHACK

Scott Umhoefer and Robert Schuck were present. Umhoefer responded to Payne comments (below). He noted that Swan Lake is not a game refuge, but there is a game refuge in part of Swan Lake. He has not hunted for several years but enjoys spending time at his shack - gardening, observing the scenery and wildlife, and enjoying the peace and quiet. He agreed with Payne that Swan Lake should not be used for water skiing. Lastly, he noted that septic tanks, as long as they are designed and installed by a licensed contractor, are an allowed method of sewage treatment for hunting shacks and his preferred method.

APPLICANT COMMENT

Jerry Payne commented prior to the hearing. He stated Swan Lake is a game refuge and is not a recreational lake for water skiing. He also stated his preference that a porta-potty be used rather than a septic system, which he felt encouraged year-round use of hunting shacks.

PUBLIC COMMENT

PUBLIC TESTIMONY

None.

MOTION

APPROVE WITH CONDITIONS ☒

DENY ☐

1 ST	Marie Dranttel <input type="checkbox"/>	Jason Enter <input type="checkbox"/>	David Hermanson <input type="checkbox"/>	Justin Laven <input type="checkbox"/>
	Terry Morrow, Alt. <input type="checkbox"/>			
	Ron Regenscheid <input type="checkbox"/>	David Wendinger <input checked="" type="checkbox"/>	Vacant <input type="checkbox"/>	
2 ND	Marie Dranttel <input checked="" type="checkbox"/>	Jason Enter <input type="checkbox"/>	David Hermanson <input type="checkbox"/>	Justin Laven <input type="checkbox"/>
	Terry Morrow, Alt. <input type="checkbox"/>			
	Ron Regenscheid <input type="checkbox"/>	David Wendinger <input type="checkbox"/>	Vacant <input type="checkbox"/>	

COMMISSIONER DISCUSSION

None.

VOTE TO APPROVE REQUEST

PASS ☒

FAIL ☐

VOTE 6-0

MOTION TO ADOPT FINDINGS

1 ST	Marie Dranttel <input type="checkbox"/>	Jason Enter <input type="checkbox"/>	David Hermanson <input type="checkbox"/>	Justin Laven <input type="checkbox"/>
	Terry Morrow, Alt. <input type="checkbox"/>			
	Ron Regenscheid <input checked="" type="checkbox"/>	David Wendinger <input type="checkbox"/>	Vacant <input type="checkbox"/>	
2 ND	Marie Dranttel <input type="checkbox"/>	Jason Enter <input type="checkbox"/>	David Hermanson <input type="checkbox"/>	Justin Laven <input type="checkbox"/>
	Terry Morrow, Alt. <input type="checkbox"/>			
	Ron Regenscheid <input type="checkbox"/>	David Wendinger <input checked="" type="checkbox"/>	Vacant <input type="checkbox"/>	

VOTE TO ADOPT FINDINGS

PASS ☒

FAIL ☐

VOTE 6-0

MICHALETZ PROPERTIES, LLC.

PLN 20-11

TO AMEND EXISTING CONDITIONAL USE PERMITS C-26-05 AND C-23-93 TO INCLUDE TRAP, LONG RANGE RIFLE, SHORT RANGE PISTOL, SPORTING CLAYS, A PISTOL TARGET, AND AN OUTDOOR ARCHERY RANGE, AND TO REMOVE SPECIFICATIONS FROM C-26-05 AND C-23-93

Joe and Christine Michaletz (Michaletz Properties, LLC) were present. Christine Michaletz spoke. She noted their intention in purchasing the property was to continue and expand the facility. They have been contacted by many former River Ridge customers who would like to continue to use the facility. Over the past year they have developed a plan to move forward in a way that allows them to maximize the utilization of the property in a safe and controlled environment for the public to participate in shooting activities. She provided an overview of investments and improvements that would be made to the facility. She noted that the proposal they submitted was the largest and loftiest plan.

APPLICANT COMMENT

Ms. Michaletz clarified that the previous owners had a license with the DNR as a shooting preserve, which allowed them to house and release pheasants. She stated the DNR does not require licensing for shooting facilities. Even though they decided to let the license expire, commercial shotgun shooting, per the existing conditional use permits, may still continue at the site. She clarified that gunsmith activities would be limited mostly to mounting scopes and basic gun cleaning services. Lastly, she clarified they would like to have several smaller corporate events or fundraisers of around 40 attendees, not 300 to 500 attendees. Those larger events would be shooting competitions or tournaments, or vendor-sponsored shooting demonstrations.

She also addressed the comments submitted prior to the hearing by Wade and Veleda Cordes (see below). The Michaletzes want to maintain a neighborly relationship. The property was permitted as a shooting facility before the Cordeses purchased their property in 2015. She noted that Minnesota Statute 87A, known as the Shooting Range Protection Act, offers guidelines concerning noise. They have had conversations with Chuck Niska, DNR Shooting Range Coordinator. Lastly, she noted that in

PUBLIC COMMENT

addition to the lead reclamation vendor who will prepare their environmental stewardship plan, they have also identified a range noise mitigation company, Troy Acoustics, and that they are open to more options to help with the noise.

One public comment was received prior to the hearing. Wade and Velda Cordes (46882 547th Lane, Courtland, MN 56021) objected to the request. They provided a written statement with seven attachments: After the fact use permit 2019 discrepancies, Gun ordinance example from Greenfield MN, Gun ordinance example from Rice County MN, River Ridge #264634 use permit 2005, River Ridge use permit 1993, Shooting shed measurement from property line, and MN State Statute 87A.04 Mitigation Area. Their concerns included stray bullets, noise, dust, traffic, speed limits, road damage, and setbacks.

Wade Cordes (46882 547th Lane, Courtland MN 56021) testified. He said he has lived at his current home since 2015. He asked about a 500-foot county setback and a 750-foot setback found in Minnesota Statute 87A. His main concern was general safety. He was concerned about stray bullets, noise, and traffic. He noted the township road was a dead-end, single-lane road, with many blind spots.

Velda Cordes (46882 547th Lane, Courtland, MN 56021) testified herself, as well as in proxy for Val Besser (10714 Shag Road, New Ulm MN, 56073) and Roxanne Zimanski (46772 547th Lane, Courtland, MN 56074). She referenced the written statement and attachments she submitted prior to the hearing. She stated her main concerns were related to health and safety. She fears for their livelihood and the loss of their peaceful, quiet, country setting. The noise from the rifle range spooks her horses. She was also concerned about: the addition of long-range rifle shooting activities, noise, the sale and consumption of alcohol; traffic, including the volume of traffic, speed of traffic, and the use of the township road by residents for horse riding, walking, and playing, dust and the lack of dust control, and stray bullets. She added that the road was marked for 20 mph, not 45 or 55 mph. She questioned the 500-foot county and 750-foot Minnesota Statute 87A setbacks. She voiced her concern that a lot of people who would be impacted by the activity were not sent notice of the request. She noted the residences were there before the gun club. Lastly, she questioned who would be responsible for enforcing compliance with noise regulations.

Josiah Stoering (47197 547th Land, Courtland, MN 56021) testified. He compared the request to a feedlot being permitted next door. Safety was his main concern. He stated that the applicants cannot control every client's actions.

PUBLIC TESTIMONY

David Stoering (430 Zieske Road, Courtland, MN 56021) testified. He owns property south of the facility and has lived in the area for 60 years. His main concern was safety. Other concerns included overflow from the proposed stormwater ponds, pollution/trash from the facility, trespassing, increased traffic, noise, stray bullets, and the direction of fire for the proposed pistol ranges. He was also worried about clients from the Metro using the facility.

Gary Zimanski (46772 547th Lane, Courtland, MN 56074) testified. He was concerned by the sale and consumption of alcohol, damage to the road, increased traffic, special event capacity, and the proposed use of high-powered rifles.

Emily Stoering (47197 547th Land, Courtland MN 56021) testified. Her main concern safety of her children who use the road. She stated she values the peaceful, quiet setting and worries they will lose it. She was concerned over the use of high-powered rifles and handguns, an increase in traffic, and the hours of operation. She agreed that the applicants cannot control the behavior of customers and that mistakes can happen.

Courtland Township Board Chair Larry Luepke (54605 County Road 21, Courtland, MN 56021) testified. He spoke of road maintenance and the Township's plan to spend a lot of money to address the washout concerns. He also stated the Cordeses agreed to put a 24" tile on their property which should help with the road condition. The township plans to apply dust inhibitors this year. He said the township would like it if the applicant tarred the road. Mr. Luepke also expressed concern with alcohol consumption.

Christine Michaletz responded to the public testimony. She stated safety as a high concern. Concerning the sale of alcohol, she stated the range rules and regulations that would require guns to be unloaded, cased, and locked in vehicles prior to the consumption of alcohol. The facility is not a bar. Regarding traffic speed, she stated the applicant's willingness to work with the Township. She said they had contracted for dust control, to be applied this week. They will have safety officers onsite who would be required to obtain and maintain NRA shooting range officer certification. They are planning and designing the facility to be as safe and controlled as possible. She stated she would follow up with the Township regarding speed limits on the road.

Commissioner Laven inquired regarding the nature of events, if examples of events at the facility would include a Pork Producer's fundraiser or a wedding.

COMMISSIONER DISCUSSION

Christine Michaletz responded that any organized events would be focused around a shooting activity and that the facility was not intended to be an event center.

Chair Enter asked ACA Gaudette Coryell to explain Minnesota Statute 87A.

ACA Gaudette Coryell explained Minnesota Statute 87A appears to contain variables concerning the 750-foot setback. The variables include when the house was built, whether pre-2005 or post-2005. Post-2005 places different burdens for mitigation upon the facility or the neighbors. She noted she

would need time to do more research to provide a more thorough answer. She noted a short recess could be called to discuss the issue.

MOTION**MOTION FOR A 10 MINUTE RECESS** ☒

1 ST	Marie Dranttel <input type="checkbox"/>	Jason Enter <input type="checkbox"/>	David Hermanson <input type="checkbox"/>	Justin Laven <input checked="" type="checkbox"/>
	Terry Morrow, Alt. <input type="checkbox"/>			
	Ron Regenscheid <input type="checkbox"/>	David Wendinger <input type="checkbox"/>	Vacant <input type="checkbox"/>	
2 ND	Marie Dranttel <input type="checkbox"/>	Jason Enter <input type="checkbox"/>	David Hermanson <input type="checkbox"/>	Justin Laven <input type="checkbox"/>
	Terry Morrow, Alt. <input type="checkbox"/>			
	Ron Regenscheid <input type="checkbox"/>	David Wendinger <input checked="" type="checkbox"/>	Vacant <input type="checkbox"/>	

VOTE FOR A TEN MINUTE RECESSPASS ☒FAIL ☐

VOTE 6-0

TEN MINUTE RECESS CALLED

Chair Enter called a 10 minute recess to confer with staff at 9:50 pm.

MEETING RECONVENED

Chair Enter reconvened the meeting at 10:00 pm.

COMMISSIONER DISCUSSION

ACA Gaudette Coryell explained that it appeared Minnesota Statute 87A is not applicable as long as the facility abides by the noise parameters and performance standards. She noted that the facility has to maintain compliance with those parameters. If they are found to be out of compliance, they will have the opportunity to bring themselves back into compliance.

Wade Cordes commented from the audience that his property is worthless and won't be able to sell. They have plans to get a permit for an addition.

MOTION**MOTION TO CONTINUE THE HEARING FOR GOOD CAUSE, TO COMPILE ADDITIONAL INFORMATION, TO THE JULY 20, 2020 PLANNING AND ZONING ADVISORY COMMISSION MEETING** ☒

1 ST	Marie Dranttel <input type="checkbox"/>	Jason Enter <input type="checkbox"/>	David Hermanson <input type="checkbox"/>	Justin Laven <input checked="" type="checkbox"/>
	Terry Morrow, Alt. <input type="checkbox"/>			
	Ron Regenscheid <input type="checkbox"/>	David Wendinger <input type="checkbox"/>	Vacant <input type="checkbox"/>	
2 ND	Marie Dranttel <input type="checkbox"/>	Jason Enter <input type="checkbox"/>	David Hermanson <input type="checkbox"/>	Justin Laven <input type="checkbox"/>
	Terry Morrow, Alt. <input type="checkbox"/>			
	Ron Regenscheid <input checked="" type="checkbox"/>	David Wendinger <input type="checkbox"/>	Vacant <input type="checkbox"/>	

COMMISSIONER DISCUSSION

Related to sound/noise limits, the Commission requested that staff research who measures the sound, how the sound is measured, and where the sound is measured from.

VOTE TO CONTINUE THE HEARING FOR GOOD CAUSE TO JULY 20, 2020PASS ☒FAIL ☐

VOTE 6-0

OLD BUSINESS

None.

OTHER BUSINESS

None.

REVIEW OF PERMITS

-

COMMUNICATIONS

None.

MOTION TO ADJOURN

10:13 PM

1 ST	Marie Dranttel <input type="checkbox"/>	Jason Enter <input type="checkbox"/>	David Hermanson <input type="checkbox"/>	Justin Laven <input checked="" type="checkbox"/>
	Terry Morrow, Alt. <input type="checkbox"/>			
	Ron Regenscheid <input type="checkbox"/>	David Wendinger <input type="checkbox"/>	Vacant <input type="checkbox"/>	

Marie Dranittel <input type="checkbox"/>	Jason Enter <input type="checkbox"/>	David Hermanson <input type="checkbox"/>	Justin Laven <input type="checkbox"/>
2 nd Terry Morrow, Alt. <input type="checkbox"/>			
Ron Regenscheid <input type="checkbox"/>	David Wendinger <input checked="" type="checkbox"/>	Vacant <input type="checkbox"/>	
VOTE TO ADJOURN	PASS <input checked="" type="checkbox"/>	FAIL <input type="checkbox"/>	VOTE 6-0

JASON ENTER
CHAIR

JS

DATE 7-20-20

JON HAMMEL
DEPUTY ZONING ADMINISTRATOR/
PLANNER

JH

DATE 7-21-20



CONDITIONAL USE PERMIT

**AMEND EXISTING CONDITIONAL
USE PERMITS C-26-05 AND C-23-93 TO
INCLUDE TRAP, LONG-RANGE
RIFLE, SHORT-RANGE PISTOL,
SPORTING CLAYS, PISTOL TARGET
RANGE, AND OUTDOOR ARCHERY
RANGE; REMOVE CONDITIONS 5.E, 6,
7, 8, AND 9 FROM C-26-05; AND
REMOVE CONDITION 5 FROM C-23-93**

MICHALETZ PROPERTIES, LLC

PLN20-11

NICOLLET COUNTY PLANNING & ZONING ADVISORY COMMISSION

SUBJECT:	Conditional Use Permit, PLN20-11
APPLICANT/LANDOWNER:	Michaletz Properties, LLC
LOCATION:	Part of the Eastern 1/2 of the Southwest 1/4, and Part of the Southeast 1/4, of Section 1-109-30 in Courtland Township
EXISTING ZONING:	Conservancy, Floodplain
PARCEL NO:	04.201.0210 and 04.201.0800
HEARING DATE:	July 20, 2020 <u>Continued from June 15, 2020 meeting</u>
COUNTY BOARD:	July 28, 2020

REQUEST

The applicant has submitted a request to amend two existing conditional use permits, numbers C-26-05 and C-23-93, to include: trap, long-range rifle, short-range pistol, sporting clays, a pistol target, and an outdoor archery range. The applicant also requested to remove specific conditions from C-26-05 and C-23-93. In February of 2019, the facility's Department of Natural Resource license lapsed. As such, only personal shooting activities are allowed onsite; commercial shooting activities are prohibited.

Below is a summary of the existing uses and proposed uses.

Existing Uses	Proposed Uses
Trap Field (shotguns)	Trap Field (shotguns)
Sporting Clay Course (shotguns)	Sporting Clay Course (shotguns)
Guide Dog Services	Long-Range Rifle
Game Birds	Short-Range Pistol
Hunting Preserve	Target Pistol
Camping	Outdoor Archery
Shooting-Related Activities <ul style="list-style-type: none"> • Special Shooting Events • Liquor Sales 	Shooting-Related Activities <ul style="list-style-type: none"> • Special Shooting Events • Liquor Sales/Bar and Lounge • Retail Sales/Pro-Shop • Classroom Instructional Trainings • Indoor Shooting Simulator • Gunsmith / Archery Services

These uses are discussed in more detail below.

Below is a summary of the existing structures that would be removed and that would remain.

Existing Structures To Be Removed	Existing Structures To Remain
Clubhouse/shop (26' x 70')	Covered shooting area (16' x 44') to be used for personal long-range rifle shooting; permitted via BLD19-00157 on September 4, 2019
Septic system	Storage shed/lean-to (60' x 66') to be used for personal storage; permitted via BLD19-00157 on September 4, 2019
Guide dog kennels	Long-range rifle range floor and berm backstop for personal use; permitted via PLN19-00030 on January 7, 2020 and BLD20-00029 on April 1, 2020
Pheasant cages (removed)	

Below is a summary of the proposed new/replacement structures.

Proposed New Structures	Number of Structures
New clubhouse (75' x 110')	1
Carriage house (approx. 24' x 44' and 12' x 14' – see attachment G.6)	1
Replacement septic system	1
Picnic shelter/shed (24' x 36')	1
Archery shelter (15' x 30')	3
Short-range pistol shelter (10' x 20')	5
Target pistol shelter (16' x 60')	1

The existing and proposed structures are discussed in more detail below.

The current request is permitted as “commercial recreation.” Conditional use permit requests C-23-93 and C-26-05 were also permitted as commercial recreation. Per Section 302.207 of the Zoning Ordinance, the definition of commercial recreation includes “shooting facilities” and “shooting ranges” that are privately owned and operated with the intention of earning a profit. Section 603.3(5) of the Zoning Ordinance identifies commercial recreation as a conditional use in the Conservancy zoning district. The facility was previously known as River Ridge Gun Club, Inc. The tentative new name for the facility is River Ridge Gun and Archery Club, LLC.

EXISTING LAND USE

The site involves two properties owned by the applicant:

1. *Northern Property:*

Contains 44.8 acres and is zoned Conservancy. The property does not contain any buildings at this time. The majority of the existing long-range rifle range floor and berm backstop is located on this property. Currently, only personal long-range rifle shooting activities are allowed onsite. Commercial long-range shooting activities are presently not allowed. The berm backstop and range floor were the subject of a 2019 after-the-fact conditional use permit [PLN19-00030] for land alteration – the cutting and filling of more than 50 cubic yards of material not associated with another permitted use. The northern property was sold by Gary Kohn to Michaletz Properties, LLC in May of 2019.

2. ***Southern Property:***

Contains 114.74 acres and is zoned a mix of Conservancy and Floodplain. It contains one 26' x 70' steel utility building, previously used as a clubhouse and shop. It also contains two new buildings permitted in the fall of 2019, including one 50' x 60' storage building with a 16' x 60' lean-to, and one 16' x 44' mono-roof shed to be used as a covered shooting area for long-range rifle shooting. At the time, the new structures were permitted for personal use only. Commercial long-range shooting activities are presently not allowed. The property was sold by Michael James and Lester Zwach to River Ridge Gun and Archery Club, LLC in October of 2018. Ownership was then transferred to Michaletz Properties, LLC in November of 2019.

SURROUNDING LAND USE

The surrounding land use is a mix of natural environment, agricultural, industrial, and residential. There are two gravel pits and a demolition landfill located directly northwest of the properties, and one gravel pit to the north. Directly north and east of the properties is mostly agricultural land. The Minnesota River is located south of the properties and its floodplain extends northward into the southwest corner of the southern property. There are two unnamed streams traversing the eastern portion of the southern property, flowing south towards the river. The City of Courtland is located approximately one-half mile east of the properties.

PROJECT DESCRIPTION

The applicant is proposing to amend two existing conditional use permits: permits C-23-93 and C-26-05. Under the existing conditional use permits, only shotguns are allowed. The applicant's intent is to offer several additional shooting and shooting-related activities onsite. These activities are detailed below. Essentially, the proposal would allow the facility to offer:

- Shooting of pistols, rifles, and archery, in addition to the use of shotguns.
- Gunsmith and archery services.
- Sales of firearm and archery accessories.
- Special shooting related events
- Various firearm and archery training courses
- Club membership amenities.

In order to do so, the applicant has requested to remove a number of specific conditions from C-23-93 and C-26-05.

Removal of Conditions:

- **Remove Specific Condition from C-23-93:** This conditional use permit was issued in 1993. It was for a "commercial recreational hunting and shooting camp." The permit included seven conditions. The applicant is proposing to remove condition five (#5), which reads: *Only shotguns by club members are to be permitted on this preserve. The use of rifles is prohibited by all club members.*

➤ Remove Specific Conditions from C-26-05: This conditional use permit was issued in 2005. It was an amendment to permit number C-23-93. The purpose of the amendment was "to include food service and campsites." This permit had ten conditions, one of which included the original five conditions from C-23-93. The applicant is proposing to remove a total of five conditions from C-26-05. The conditions to be removed include:

- Condition five, letter e (#5.e) which reads: *Only shotguns by club members are to be permitted on this preserve. The use of rifles is prohibited by all club members.*
- Condition six (#6) which reads: *Condition #f of the 1993 permit issued 6/28/93 is clarified to define the hours of operation as from 9:00 a.m. to sunset, with the sunset time as that which is found at the US Naval Observatory listings (may be found at www.usno.navy.mil then look for Popular Links, and click n Sunrise/Set).*
- Condition seven (#7) which reads: *Water meters are to be installed within 30 days on all water lines leading into the buildings on the site and meter readings are to be submitted to the Environmental Services Department on the first Monday of each month. If the flow to the septic system is greater than what it was designed for and results in a failed system, the system must be upgraded.*
- Condition eight (#8) which reads: *No firearms other than shotguns are to be discharged by the customers or club members on the facility.*
- Condition nine (#9) which reads: *Complaints of barking dogs stemming from this operation shall be addressed by the owner/operator in a written noise abatement plan. Failure to address complaints would prompt review of the conditional use permit by the Planning and Zoning Advisory Commission and the Board of Commissioners.*

Proposed NEW Construction:

➤ Carriage House: The carriage house would include an apartment, garage, and workshop, as well as utility/storage areas. The carriage house would be two stories. The upper level would contain approximately 1,080 square feet and would have a 128 square-foot deck. The lower level would contain approximately 1,248 square feet.

- *Apartment* – The upper level of the carriage house would contain a one-bedroom apartment, complete with a kitchen, living room, bathroom, and laundry room. The applicant intends for the facility caretaker to occupy the apartment.
- *Garage* – The lower level of the carriage house would include a three-stall garage. The garage would be used for heated equipment storage and indoor parking for the facility caretaker. The parking area would essentially be an open space with no walls. The garage would not have a bathroom, but would have a sink. The sink would not be used for the disposal of chemicals associated with the workshop.

- *Workshop* – The workshop would also be located in the lower level of the carriage house. It would be situated to the rear of the parking area. This is where the applicant intends to do the work for the gunsmith and archery services offered at the facility. These services may include the repair, customization, tuning, and cleaning of firearms and archery equipment. The workshop would have adequate ventilation. Various chemicals would be securely stored in the workshop, such as general cleaning supplies, gun-cleaning solvents, and chemicals used for grounds maintenance (e.g. weed control, fertilizer). Access to the workshop would be restricted to employees only; it would not be open to the general public.

- Clubhouse: The clubhouse would measure 75' x 110' and contain 8,250 square feet of space. The applicants provided a floorplan for the clubhouse, but no elevations depicting exterior design of the structure. The northwest part of the clubhouse would contain the areas generally open to the public, such as the reception/lobby area, pro-shop, and shooting simulator. It would also include the offices, meeting room, and workroom. The southwest part of the clubhouse would contain the areas restricted to members and persons attending a coordinated shooting event or shooting class. This area includes the bar/lounge and dining room. The northeast part would contain the gun vault, a mechanical/utility/storage room, and public restrooms. The southeast part of the clubhouse would contain the catering kitchen and classroom. The vault and storage room would be employees only. The catering kitchen and classroom would have restricted access.
 - *Administrative Office* – This area would include two offices, a small meeting room, a shared work space, and storage space for office supplies. It would have a maximum occupancy of eight (8) people.

 - *Bar/Lounge* – Access to the bar and lounge is intended to be a members-only amenity. It would be open to club members before and/or after their shooting activity. However, organized groups and non-members who attend a special shooting event or a shooting class at the facility would have access to the bar/lounge during the event/class. The applicant's proposal states that bar/lounge amenities would not be offered to members or non-members unless they are participating in an onsite shooting activity at the facility. The applicant also states the clubhouse would be designed so that the bar/lounge can be closed off to control access and monitor usage. The bar/lounge would offer prepackaged frozen pizzas to members and attendees of shooting events/classes. The applicant would work with Brown-Nicollet Environmental Health to obtain the necessary licenses in order to sell alcoholic beverages and frozen pizzas. The bar/lounge, along with the dining room, would have a total occupancy of 205 people. The bar itself would have a maximum of 14 seats.

- *Catering Kitchen* – The kitchen area would be used for the catering of special events and trainings. Food would be prepared offsite and brought in by caterers to be plated in the kitchen and served to the customers before/after coordinated shooting events or shooting classes. Cleaning of the plates, glassware, and utensils would be done by caterer at a location offsite. The kitchen would have a maximum serving capacity of 150 people. The applicant would work with Brown-Nicollet Environmental Health to obtain the necessary permits for the operation of the catering kitchen. The kitchen would have a maximum occupancy of five (5) people.
 - *Classroom* – Instructional training classes or courses would take place in the classroom. The room would have a maximum capacity of 35 people. This includes up to 30 students and five (5) instructors.
 - *Dining Area* – This area would be used during catered special shooting events or trainings. It would have seating for 56 people. The dining room would also be available to groups and non-members attending classes at the facility. For example, a catered meal may be provided to students during a lunch break, or food may be offered to shooting event attendees before or after the event. The floor plan for the bar/lounge and dining room is open. Someone from the bar/lounge may choose to sit at the dining room, and vice versa.
 - *Gun Vault* – The gun vault would remain locked. Only employees would have access. The applicant proposes a steel Fort Knox vault in-swing door, with 19 locking bolts and touchpad entry. The vault itself would be made of concrete. It would be used to store firearms waiting to be cleaned, repaired, or customized. This work would take place in the workshop portion of the proposed carriage house.
 - *Patio* – The patio is located on the western side of the clubhouse. It would offer outdoor seating for club members and the general public who are participating in onsite shooting events or classes. The patio has a maximum occupancy of 106 people.
 - *Pro-Shop* – This area would offer retail sales of shooting related accessory items. Prepackaged snacks and non-alcoholic drinks would also be offered. This area would be generally open to the public.
 - *Shooting Simulator* – The simulator would be used for practicing shotgun and pistol shooting techniques, proficiency, marksmanship, and safety. It would be available year round during regular hours of operation and would be open to the general public and club members.
- **Interior Access Road:** As part of the project a new interior road would be built to provide access to the various shooting ranges. The road would be 20 feet wide. The new access road is depicted in Attachment G.2.

- Picnic Shelter/Storage Shed: The applicant proposes to construct a 24' x 24' covered picnic shelter connected to a 12' x 24' enclosed storage area. This structure is to be located between the pistol target/pistol short range to the east and the sporting clay course to the west.
- Septic System/Sewage Treatment: The applicant intends to install a new septic system to serve the clubhouse and carriage house. The proposed location of the new tanks is east of the carriage house. The drainfield would be located directly south of the clubhouse. The applicant's licensed SSTS contractor has identified an alternate, or secondary, septic site for the future replacement of the system. This site is located directly west of the clubhouse, across the internal access road, and is partially within the proposed archery range. This secondary site must be protected from any development and must remain in an undisturbed natural condition. If this area is damaged, the applicant would be required to identify another location for the secondary site. The applicant also intends to provide portable toilets near the parking lots for the long-range rifle, sporting clay course, and trap shooting range. Additional portable toilets may be placed onsite for special events, as needed.
- Shooting Shelters: According to the site plan, the archery, short-range pistol, and target pistol ranges would have shooting shelters. Each of the three archery shooting positions would have a shelter roughly 15' x 30'. Each of the five short-range pistol bays would have a shelter measuring approximately 10' x 20'. The target pistol shelter would be 16' x 60'. The shelters would include a bench for use by shooters.

Proposed Shooting Activities:

- Long-Range Rifle (New): This activity would occur to the north of the other shooting ranges. Shooters would utilize the existing 16' x 44' mono-roof shed. The shed has four firing positions. From the shed, shooters would fire in a northwesterly direction toward the earthen berm backstop located in the northwest corner of the facility. This berm measures 30 feet high by 100 feet wide. The berm was constructed for personal use under an after-the-fact conditional use permit PLN19-00030, as mentioned above. Additional backstops would be constructed of stacked railroad ties backed with a steel plate. Metal targets would be used. The range floor measures 3,000 feet long by 80 feet wide. The rifle range would have a maximum shooting distance of 1,000 yards. It would also offer shooting distances of 100, 200, 300, and 500 yards.
- Outdoor Archery Range (New): This activity would take place between the clubhouse to the east and the trap range to the west. The archery range would have three shooting positions, all with a northerly direction of fire. These positions would each have one covered shooting platform. Target distances would range from 20 to 100 yards.

- Pistol Target (New): This activity would occur between the trap range to the east and the sporting clay course to the west. The pistol target range would be located just westward of, and adjacent to, the short-range pistol area. Shooters would have a southerly field of fire. The shooting bay would be 150 feet long by 60 feet wide. It would have a single 16' x 60' covered shooting platform with five shooting positions. The pistol target range would have 12-foot tall earthen berm backstops and eight-foot high earthen side berms. The berms would be 20 feet wide. A variety of metal targets would be used for the pistol target range.
- Short-Range Pistol (New): This activity would occur between the trap range to the east and the sporting clay course to the west. The pistol short range would be located directly adjacent, and just eastward of, the target pistol range. The pistol short range would have five bays, all with southerly lines of fire. The easternmost bay would feature a 100-yard target distance and would be 300 feet long by 60 feet wide. The remaining four bays would have maximum target distances of 50 yards and would be 150 feet long by 60 feet wide. Each bay would have one 16' x 24' covered shooting platform. The short range, like the pistol target range, would have a 12-foot tall earthen berm backstop and eight-foot high earthen side berms. The berms would be 20 feet wide. The side berms would separate the shooting bays. Paper targets would be used for the short range.
- Sporting Clays (Existing): This activity would occur at the western edge of the facility, just west of the pistol range. The applicant intends to continue using the existing sporting clays course developed by the previous owners. There are 14 stations to shoot from, with two trap throwers per station. Shooters would reach the stations by traveling along an existing path through the woods. Six of the stations have a line of fire that passes over and into the floodplain. Due to the potential for environmental contamination of the floodplain, the applicant is proposing to only use steel shot throughout the sporting clays course. The applicant is also proposing to use only biodegradable clay targets. According to the applicant's project description, these clay targets would biodegrade within one to one-and-a-half years. One of the westernmost shooting stations has a line of fire which carries westward over and into the property lying directly west of the facility. The applicant has submitted written permission from Mark Kohn, who owns the adjacent property, to allow for shot from the sporting clays course to fall onto his land. This permission is included as Attachment G.4.
- Trap (Existing): This activity would occur between the archery range to the east and the pistol range to the west. There would be four shooting stations with multiple shooting positions at each station. All shooters would be firing northward. The fields of fire slightly overlap to reduce the size of the shot fall zone. There would be one trap thrower and up to five shooters per station. The trap range's shot fall zone is not located within a floodplain area. For that reason, shooters would be allowed to use lead shot at the trap range. The applicant intends to develop and comply with an Environmental Stewardship Plan to address lead contamination. Lead management is discussed in more detail below.

Proposed Shooting-Related Activities:

- **Club Membership:** The general public would have access to the shooting and ranges and courses, pro-shop, simulator, and patio. Members would have access to the bar/lounge before and/or after their shooting activity. Membership would include discounted pricing on use of the shooting ranges, instructional classes, and simulator. Members would also receive discounts on merchandise in the pro shop.

Note: The use of the bar/lounge would be provided to non-members when they participate with a group in organized shooting events, instructional classes, or trainings. Unless participating in a coordinated shooting event or instructional shooting class, the general public (non-members) would not have access to the bar/lounge.

- **Gunsmith/Archery Services:** These services would occur in the workshop area of the proposed carriage house. The repair, customization, and cleaning of customer-owned firearms and archery equipment would be offered to both the general public and members of the club. At the June 15, 2020 hearing, the applicant clarified that these services would be limited to the mounting of scopes and gun cleaning services.
- **Retail Sales:** The pro-shop would be open to the general public. It would sell firearm and archery accessories, such as ammunition, scopes, and branded apparel. The sale of snacks and beverages would also be offered at the pro-shop. The bar/lounge would offer prepackaged frozen pizzas, as well as alcoholic beverages. The applicant intends to work with Brown-Nicollet Environmental Health to obtain the licenses necessary for the sales of food/beverages. County records show the previous owners had a 3.2% on-sale liquor license from 2008 through 2018 when the property sold to the new owners/applicants (liquor licenses are non-transferable). The applicants will be required to obtain the necessary licenses to sell liquor through the State/County.
- **Special Events:** At the June 15, 2020 hearing, the applicant clarified that the facility would offer large and small special shooting events. A shooting event may increase the occupancy of that course for an hour or two until the group is welcomed into the bar/lounge area for food and refreshments following the shoot. Food service during shooting events would be provided by caterers.

The applicant is proposing three to five large special shooting events per year. These large special events may have an attendance of 300 to 500 people. These large events would be shooting competitions, tournaments, or vendor sponsored shooting demonstrations. The applicant intends to require pre-registration for special events. The number of event attendees may be capped to adhere to occupancy requirements. During events, the facility would provide additional portable toilets for attendees to use. The applicant has designated two areas as overflow parking for special events – see Attachment G.2. Temporary staff and additional directional signage would also be used to direct attendees to these areas. Tents would be erected during shooting events to provide shelter for attendees before and after shooting. In case of inclement weather,

events would be cancelled and attendees would be asked to leave the facility. The clubhouse and carriage house could provide limited shelter in the case of emergencies, not to exceed the allowed occupancy.

The applicant is also proposing to offer smaller shooting events throughout the year. These events would be smaller corporate events or fundraisers. The occupancy of these smaller events would be around 40 attendees.

- **Training:** Training and instructional classes/courses would occur in the classroom area of the clubhouse. Courses may include basic archery and firearms safety classes, shooting technique classes, and concealed carry weapon (CCW) classes. The applicant intends to work with the Department of Natural Resources (DNR), local law enforcement, and certified archery/firearm shooting instructors to coordinate trainings.

Setbacks:

The Zoning Ordinance does not contain setbacks for shooting activities specifically. The below setbacks would apply to structures associated with the facility. It does appear that all of the proposed structures meet the applicable setbacks.

Structure Setbacks

Setback	Required Distance	Closest Structure; Distance
Front Yard (E)	35 feet	Carriage house; 180 feet
Side Yard (N)	20 feet	Storage building; 45 feet
Side Yard (S)	20 feet	Archery shelter; 60 feet
Rear Yard (W)	50 feet	Covered picnic shelter/storage shed; 975 feet
Bluff	30 feet	Carriage house; 35 feet

The facility will have to meet any applicable state setback requirements.

Access:

The facility has an existing access onto 547th Lane. Courtland Township is the Road Authority. The township was notified of the applicant's request, but did not provide an official comment.

Traffic Control:

According to the written description, the applicant has contacted Minnesota Department of Transportation (MNDOT) District Traffic Engineer concerning traffic control options at the 547th Lane/U.S. Highway 14 intersection. The applicant intends to coordinate with MNDOT to mitigate rear-end type crashes with westbound traffic turning left (south) onto 547th Lane. The applicant would arrange to have portable stand-mounted signs to be placed 1,000 feet east of the intersection to warn drivers of event traffic. This sign would be purchased by the applicant, but permitted through MNDOT. Eventually, when the four-lane highway is extended from Nicollet to New Ulm, a left turn lane would be installed for the intersection. Onsite traffic control would consist of temporary directional signage and facility staff to help guide attendees to parking locations.

Signage:

The applicant proposes to replace the existing sign located at the intersection of U.S. Highway 14 and 547th Lane. Signs require issuance of a zoning permit prior to installation per Section 507.1 of the Zoning Ordinance. The replacement sign must adhere to the setbacks for signage found in the Zoning Ordinance. Verification that the location of the replacement sign meets the setbacks would be required. The applicant intends to request two blue MNDOT “guide signs” to be placed along U.S. Highway 14 – one east of 547th Lane and one to the west. Exact placement of the guide signs would depend upon MNDOT sign standards and requirements. Once the guide signs are in place, the existing sign at the intersection of 547th Lane and U.S. Highway 14 would be removed. During special events, onsite traffic control would consist of temporary directional signage and facility staff to help guide attendees to parking locations.

Occupancy:

The applicant expects general use of the facility to vary by time of year, time of day, and type of shooting activity. In the written proposal the applicant states the total occupancy of the facility as a whole is not expected to exceed 150 people at any given time during regular business operations, with the exception of special shooting events. Special shooting events may have up to 500 people in attendance. The applicant intends to require pre-registration to manage the number of attendees. The clubhouse would have a maximum occupancy of 275 people. Additionally, the patio’s maximum occupancy would be 106 people. A breakdown of the clubhouse’s occupancy by area is provided below:

Maximum Occupancy

Clubhouse Area	Max. Occupants
Administrative offices, lobby, and reception area	8 occupants
Bar/lounge and dining room	205 occupants
Catering kitchen	5 occupants
Classroom	35 occupants
Mechanical / storage	4 occupants
Pro-shop and simulator	18 occupants
Total	275 occupants

Code Review:

According to ISG Architect Brian Paulsen, the clubhouse has an occupant load of 275 people. This exceeds the 200-person threshold for public accommodation review by the Minnesota Department of Labor and Industry (DLI). The applicant intends to have ISG prepare and submit the required documentation for the DLI review. The applicant has submitted a letter that states their intent to design the clubhouse to the applicable state codes, including:

- 2020 Minnesota Building Code
- 2020 Minnesota Energy Code
- 2020 Minnesota Accessibility Code
- 2015 Minnesota Plumbing Code
- 2020 Minnesota Fire Code
- Minnesota Electrical Code (2017 National Electrical Code)

Complaints/Trespassing:

The applicant states that when a complaint is received the facility manager would document the complaint and refer to Range Protection Act (Minnesota Statute Chapter 87A) to ensure the facility is operating within the guidelines of the Act. To prevent customers from trespassing onto the adjacent properties, the applicant intends to post signage along the property/facility boundaries. Signage was addressed in condition one of C-23-93 and condition five of C-26-05. Attachment J shows an example of the placement of 500' posted signs around the boundary of the facility. Additionally, facility maps clearly indicating property boundary lines, shooting areas, and course trails would be distributed to customers at check-in.

Food Service:

The applicant must acquire all licenses and permits necessary for the limited sales of food and beverages, including alcoholic beverages, as proposed by the applicant. These licenses/permits must be acquired prior to the activities occurring onsite. The applicant intends to apply for these licenses/permits when and if this conditional use permit receives final approval. The applicant has contacted Brown-Nicollet Environmental Health, and is aware the below licenses would be needed (additional licenses/permits may be required):

- Service Kitchen License: Required to provide a catering kitchen.
- Alcohol Service License: Required to provide table/bar service of alcoholic beverages by facility staff or by an outside vendor/caterer.
- Special Event Food Service License: Required to provide limited food service such as brats or burgers grilled on an outdoor domestic grill during special events.

All kitchen utensils and serving ware would either be disposable, or would be taken offsite to be cleaned by the caterer.

Grading:

Re-grading portions of the property would be necessary to establish the internal access road and to construct the backstop berms associated with the short-range pistol and target pistol ranges. The grading plan submitted by the applicant states that 9,500 cubic yards of material would be moved to create the proposed berms.

- The berms would consist of dirt, would be shaped with a slope of approximately 1:2, and would be planted with a "no-mow" type of grass vegetation to enhance soil stabilization and prevent erosion.
- The main pistol berm would be approximately 700 feet long, 20 feet wide, and 12 feet tall. It would be oriented roughly northwest-to-southeast.
- The pistol target and the four westernmost pistol short ranges would have side berms that are roughly 150 long, 20 feet wide, and eight feet tall.

The easternmost pistol short range would have one berm on its east side that would be roughly 300 feet long, 20 feet wide, and eight (8) feet tall.

Hours of Operation:

The facility's hours of operation would vary depending on range/course, day of the week, and time of year. The applicant has proposed the following hours of operation:

Proposed Hours of Operation		
Part of Facility	Day of Week	Time of Day
Bar/lounge	Monday	Closed (except for special events, which may occur 10 am – 9pm)
	Tuesday – Saturday	10 am – 9 pm
	Sunday	10 am – 5 pm
Outdoor shooting ranges/courses (firearms and archery)	Monday	Closed (except for special events, which may occur 10 am – sunset)
	Tuesday – Saturday	10 am – sunset
	Sunday	10 am – 5 pm
Clubhouse	Monday	Closed (except for special events, which may occur 10 am – 9pm)
	Tuesday – Saturday	10 am – 9 pm
	Sunday	10 am – 5 pm

The intended scheduling of shooting events would take place during the same hours of operation, but may be held on Mondays when the facility is typically closed. If a shooting event is held on a Monday, the hours of operation must be the same as the regular hours of operation for Tuesday through Saturday.

Certain activities will close for the winter months between November 1st and March 31st. Other activities will remain open year round, as indicated below.

Open Year Round	Closed November-March
Simulator	Sporting Clays Course
Classroom	Short-Range Pistol
Long-Range Rifle	Target Pistol
Outdoor Archery	Trap Field

Lead Management:

The applicant's written proposal states the facility would abide by the best management practices for the mitigation, reclamation, and abatement of lead contamination set forward by the Environmental Protection Agency, Minnesota Department of Natural Resources, National Rifle Association, and National Shooting Sports Foundation. An Environmental Stewardship Plan would be prepared for the facility. The applicant intends to contract with Metals Treatment Technologies, LLC (MT2) for the preparation and implementation of the plan. A bid for this work from MT2 was submitted by the applicant and is included in Attachment G.3. The Environmental Stewardship Plan would outline the facility's intended strategies to:

- Assess the current conditions associated with the existing and proposed ranges/courses.
- Identify potential environmental concerns.
- Prioritize appropriate actions to manage lead shot and bullets.
- Develop an implementation schedule.

- Identify ways to measure the plan's success.

Specifics on the practices the facility would follow to deal with lead contamination would vary by type of shooting activity and by the volume of customers using each range/course.

Parking:

The applicant's written proposal and site plans identify and depict the various proposed designated parking areas. A total of 263 parking spaces are planned for. There would be limited concrete parking adjacent to the clubhouse entrance. Northwest of the clubhouse would be a permanent gravel parking lot. The facility would have two grass overflow parking lots: one located west of the gravel parking lot, and one located northwest of the gravel parking lot – see Attachment G.2. A breakdown of the proposed parking layout is provided below:

Parking Spaces

Location (Arranged East to West)	Surface	# of Spaces
Clubhouse Parking	Concrete	5
Clubhouse Parking	Gravel	37
Overflow Parking (southern)	Grass	32
Overflow Parking (northern)	Grass	85
Long-Range Rifle Parking	Gravel	9
Outdoor Archery Parking	Gravel	18
Trap Field Parking	Gravel	20
Short-Range Pistol Parking	Gravel	36
Pistol Target Parking	Gravel	5
Sporting Clays Parking (existing)	Gravel	16
Total	-	263

Stormwater:

The project requires the preparation of a Stormwater Pollution Prevention Plan (SWPPP) in accordance with Minnesota Pollution Control Agency (MPCA) requirements. Presently, the applicant is proposing two stormwater ponds. One pond is to be located south of the archery range, between the proposed access road and the southern property line. The second pond is proposed to be located southwest of the trap field, also between the access road and property line. Both ponds are approximately ten feet from the property line. As proposed, the plans do not incorporate hydrologic overflow. The specifics of the stormwater best management practices to be used would be finalized with the preparation of the SWPPP.

Waste Disposal:

The applicant would have numerous garbage receptacles placed across the facility, including by each shooting station. The receptacles would be emptied into a dumpster located near the clubhouse. The facility would contract with a waste management service for the collection and disposal of the dumpster's contents. The applicant also intends to apply for a Very Small Quantity Generator license from the MPCA. This license is appropriate for businesses generating less than 220 pounds or 22 gallons of hazardous waste per month.

NOISE CONTROL

Following the June 15, 2020 hearing, Department of Natural Resources Shooting Range Coordinator Chuck Niska provided a written comment via email – See Attachment N. Regarding noise pollution, he commented/clarified the following:

Who regulates noise pollution?

According to DNR Shooting Range Coordinator Chuck Niska, the regulating of all shooting ranges is the responsibility of the local governmental unit with the most direct control over a particular site (e.g. county, township, city). The Nicollet County Zoning Ordinance does not contain noise standards.

How is sound/noise measured?

The sound from a shooting range is measured using methodology defined in Minnesota Rules Chapter 7030.0060, Subparts 4 and 5, which states:

Subp. 4. Measurement procedures. The following procedures must be used to obtain representative sound level measurements:

- A. Measurements must be made at least three feet off the ground or surface and away from natural or artificial structures which would prevent an accurate measurement.
- B. Measurements must be made using the A-weighting and fast response characteristics of the sound measuring device as specified in American National Standards Institute S1.4-1983.
- C. Measurements must not be made in sustained winds or in precipitation which results in a difference of less than ten decibels between the background noise level and the noise source being measured.
- D. Measurements must be made using a microphone which is protected from ambient conditions which would prevent an accurate measurement.

Subp. 5. Data documentation. A summary sheet for all sound level measurements shall be completed and signed by the person making the measurements. At a minimum, the summary sheet shall include:

- A. date;
- B. time;
- C. location;
- D. noise source;
- E. wind speed and direction;
- F. temperature;
- G. humidity;
- H. make, model, and serial number of measuring equipment;
- I. field calibration results;
- J. monitored levels; and
- K. site sketch indicating noise source, measurement location, directions, distances, and obstructions.

In short, Mr. Niska explained a certified audio technician must be employed to use a properly calibrated machine to take sound measurements for a continuous hour (per Statute 87A.05).

Who measures the noise?

It is the responsibility of the requestor (complainant) to employ a qualified vendor of their choice to take the measurements using the procedures outlined in Minnesota Rules Chapter 7030.0060.

Where is sound/noise measured from?

The measurement of sound must be made at or within the “point of reception” – the point of human activity which is nearest to the noise source. All measurements must be made outdoors.

DEPARTMENT OF NATURAL RESOURCES

Following the June 15, 2020 hearing, Department of Natural Resources Shooting Range Coordinator Chuck Niska provided a written comment via email – See Attachment M. Regarding DNR permitting, he commented/clarified that:

- The former owners of the facility had a license to house and shoot pheasants, which was renewed annually. Since the applicants are not proposing to house or shoot pheasants, the DNR does not have issue with the permit expiring.
- There is no formal DNR permit to be issued to operate a shooting range that would super cede or need to be coincident with Nicollet County's issuance of a permit to operate a proposed shooting range.

NEIGHBOR NOTIFICATION

Property owners were notified of the request per the standards of Section 505 of the Zoning Ordinance and Minnesota State Statute 394.26.

PUBLIC COMMENT

Adjacent landowners Wade and Velda Cordes submitted a written objection and several attachments prior to the June 15, 2020 hearing. One item received on June 14, 2020 and three items that were submitted after the hearing are also included in the attachments.

CONDITIONAL USE PERMIT CRITERIA

1. Given the nature of the land, the requested use is compatible with the general welfare, public health and safety.

- The proposal is an amendment to an existing commercial recreational land use.
- In the past only the use of shotguns were allowed. The request would add the use of archery equipment and the shooting of pistols and rifles.
- Section 603.3 of the Zoning Ordinance lists “commercial recreation” as a conditional use.

- The request appears to meet the standards of Section 505 of the Zoning Ordinance. The applicants are following the procedure set forth for issuance of conditional use permits.
- The proposal appears to meet the requirements of Section 725 of the Zoning Ordinance for off-street parking.

2. The requested use would not create an unreasonably excessive burden on the existing roads or utilities.

- The requested use adds additional shooting activities and may result in an increase in traffic to-and-from the facility – specifically along 547th Lane.
- The township road is posted for 25 mph as an *advisory* speed limit.
- Presently, there is no left turn lane for westbound traffic accessing 547th Lane from U.S. Highway 14.
- Courtland Township received notice of the request, but did not provide an official comment.
- There are currently five dwellings whose access to a public road comes from 547th Lane. Two of the five dwellings were built after the original 1993 conditional use permit for commercial recreation.
- The applicant has stated that MNDOT has been informed of the proposal. The applicant would apply to permit signage along U.S. Highway 14 notifying drivers to beware of event traffic and turning vehicles.
- The applicant estimates the average daily usage of the facility will be approximately 150 customers. During special events, the usage may increase to a maximum of 500 customers.

3. The requested use is compatible with the surrounding area and would not significantly depreciate nearby properties.

- The surrounding land uses are natural environment, agricultural, industrial, and residential. The City of Courtland is approximately one-half mile from the properties.
- The County Assessor stated properties adjacent to a shooting facility are not taxed less due to their proximity to a shooting facility; the Assessor's Office has no evidence of significant depreciation of neighboring properties.
- Of the eight single family dwellings within one-half mile of the facility's boundaries, two were constructed after the original 1993 conditional use permit for commercial recreation. The other six were built prior to the original 1993 permit (ranging from 1893 to 1983).

4. The structure and the use shall have an appearance that would not have an unreasonably adverse effect on nearby properties.

- The facility is largely screened from public roads and most neighboring properties by existing vegetation and topographic features.
- The existing clubhouse/shop would be replaced with a new clubhouse and carriage house.

- The proposed structures appear to meet the applicable setbacks and standards found in Section 603 of the Zoning Ordinance for buildings in the Conservancy district.

5. The requested use is consistent with the Nicollet County Land Use Ordinances.

- The applicants are following the procedure for conditional use permits set forth in Section 505 of the Zoning Ordinance.
- Commercial recreation is listed under Section 603.3 of the Zoning Ordinance as a conditional use in the Conservancy zoning district.
- The proposed parking meets the standards of Section 725 of the Zoning Ordinance.
- The proposal would expand an existing, permitted land use – a commercial recreational hunting and shooting camp.
- The applicant is required to obtain the necessary zoning permits prior to the start of construction, including any earthwork or site prep, per Section 507 of the Zoning Ordinance.

6. The requested use is not in conflict with the Nicollet County Comprehensive Plan.

- The 1985 Comprehensive Plan states the existing land use (at that time) was cultivated land; wooded land; and marshes, swamps, and other uncultivated land.
- The 1985 Comprehensive Plan's *Land Use Plan* designates the stretch of land between Courtland and New Ulm a mix of Floodplain and Agriculture/Agricultural Residential.
- The 1985 Comprehensive Plan states that building development should be restricted in the floodplain. The request does not include any proposed buildings within the floodplain zone. The southern portion of the Sporting Clay Course does appear to have a field of fire where shot would fall within the floodplain. The applicant is proposing the use of steel shot only for the Sporting Clay Course.
- The 1985 Comprehensive Plan indicates wooded areas are to be conserved. The proposal does not include the clearing of existing woodlands. The proposal uses an existing sporting clay course through the woods on the western side of the property.

7. The requested use would not create an unreasonably adverse effect because of noise, odor, glare, or general unsightliness, for nearby property owners.

- The applicant would be required to submit and abide by an Environmental Stewardship Plan for lead pollution.
- Existing vegetation and changes in topography help to screen the facility from public roads and most neighboring properties.

8. The requested use is reasonably related to the existing land use and environment.

- The proposed use is considered commercial recreation.
- Commercial recreation is a conditional use in the Conservancy district, per Section 603.3 of the Zoning Ordinance.

- The proposal is to expand shooting activities at an existing commercial recreational hunting and shooting camp.
- The existing surrounding land use is a mix of natural environment, agriculture, industrial, and residential.
- Only steel shot would be used on the Sporting Clays Course; lead shot would be prohibited.
- The applicants would be required to submit and adhere to an Environmental Stewardship Plan for the facility to address lead reclamation.

9. There are no apparent unreasonable health risks posed to neighbors or the public in general.

- The proposed bullet containment measures were designed per National Rifle Association and DNR guidance.
- Of the eight dwellings located within one-half mile of the facility boundaries, six are located east of the proposed ranges/courses. The fields of fire are generally arranged away from these six dwellings. However, two of the eight dwellings are located west of the ranges/courses.
- The applicants estimate a daily usage of 150 customers, and a special event usage of up to 500 customers.
- An increase in shooters/shooting activities may result in increased traffic along 547th Lane. There are five single family dwellings which use 547th Lane for access to U.S. Highway 14.
- The applicant would be required to obtain the necessary licenses prior to offering food and beverage services.
- A new septic system would be installed to serve the proposed clubhouse and carriage house.

10. The requested use would/would not have an adverse effect upon public health, safety and welfare due to the following other factors:

- The request would allow for the recreational use of firearms and archery equipment in a controlled, supervised environment.

RECOMMENDATIONS

Staff recommends that if the conditional use permit is recommended for approval, the following conditions be attached:

1. The applicant undertakes the project according to the plans and specifications submitted to the county with the application.
2. The applicant must obtain the appropriate zoning permits **prior** to construction, including any earthwork or site preparation.

3. The zoning permit is invalid if the holder has not substantially completed the structure within the period of time allowed on the zoning permit connected with this conditional use permit.
4. The conditional use permit would be periodically reviewed by the county to ensure compliance with the permit and permit conditions.
5. The county may enter onto the premises at reasonable times and in a reasonable manner to ensure the conditional use permit holder is in compliance with the conditions and all other applicable statutes, rules, and ordinances.
6. Any structural alteration, expansion, intensification of use, or similar change, beyond that which has been proposed by the applicant, shall be treated in the same manner as a request for a new conditional use permit.
7. Appropriate erosion control measures shall be installed and maintained throughout the construction process and until a permanent vegetative cover is established.
8. Construction activities shall not result in debris, mud, or other materials accumulating on public roadways. Any such accumulation shall be removed immediately by the applicant.
9. As proposed by the applicant, the facility shall be limited to a maximum of five (5) special events per calendar year, with a maximum attendance of 500 persons.
10. The applicant must acquire the licenses and permits necessary for the proposed sales of food and beverages, including alcoholic beverages. The licenses/permits must be maintained and kept current throughout the operation of the facility. Copies of these licenses/permits must be submitted to Property Services.
11. The applicant must provide Property Services with emergency contact information for the owners of facility and the onsite caretaker. This information must be kept current and up to date by the applicant.
12. The use of lead shot at the sporting clay course shall be prohibited.
13. The applicant must submit to Property Services a complete septic design, from a septic professional licensed in the State of Minnesota, **prior** to issuance of this conditional use permit.
14. The applicant must maintain a compliant sewage treatment system in accordance with Section 734 of the Zoning Ordinance and Minnesota State Rules Chapter 7080.
15. The secondary septic system location, as depicted on the applicant's survey, must be protected from development, disturbance, or alteration.

16. The applicant must submit to Property Services a complete Environmental Stewardship Plan for led pollution **prior** to issuance of this conditional use permit. The plan must be approved by Property Services and the applicant must at all times abide by the plan. Failure to adhere to the plan may result in revocation of this conditional use permit.
17. If applicable, the applicants must submit to Property Services verification from a building official or architect licensed in the State of Minnesota that the property/structures are in compliance with the standards and requirements of the Minnesota Accessibility Code prior to issuance of the conditional use permit. If the business is found to be noncompliant, the applicant must bring the property into compliance and submit verification of compliance **prior** to issuance of the conditional use permit.
18. If applicable, the applicants must submit to Property Services verification from a building official or architect licensed in the State of Minnesota that the structures utilized for the business have been reviewed by a design professional. Alternatively, verification can be submitted the structure is exempted from review by a design professional. This must be completed **prior** to issuance of the conditional use permit.
19. The applicant shall submit to Property Services verification the project has been reviewed and approved by the Minnesota Department of Labor and Industry, **prior** to issuance of this conditional use permit.
20. The applicant must submit verification to Property Services that the facility has a Stormwater Pollution Prevention Plan approved by the Minnesota Pollution Control Agency **prior** to issuance of this conditional use permit.
21. Verification must be submitted to Property Services that the facility has the required licenses and permits necessary for the proposed sales of food and beverages, as proposed by the applicant, **prior** to the issuance of this conditional use permit.
22. Any sign for the business to be located on-site must adhere to the signage standards set forth in the Nicollet County Zoning Ordinance. A zoning permit shall be required **prior** to placement of any such signage.
23. Parking and/or material storage is prohibited within public right-of-ways.
24. A satisfactory road agreement shall be in place between the applicant and Courtland Township for the use of 547th Lane.
25. The applicant must submit a complaint response plan related to the operation of a shooting facility **prior** to issuance of this conditional use permit.
26. The facility must adhere to the set hours of operation submitted with the application.
 - Tuesday through Saturday the bar/lounge and clubhouse shall be open 10 am to 9 pm, and the outdoor shooting ranges/courses shall be open 10 am to sunset.
 - Sundays the bar/lounge, clubhouse, and outdoor shooting ranges/courses shall be open 10 am to 5 pm.

27. As proposed, if the facility holds an event on a Monday, the bar/lounge and clubhouse shall only be open from 10 am to 9 pm, and the outdoor shooting ranges/courses shall only be open from 10 am to sunset.
28. All events must be focused on the shooting of pistols, rifles, and shotguns, or archery shooting. Any ancillary activities must be shooting-related.
29. If a change in ownership occurs and Mark Kohn is no longer the owner of the adjacent property, a new agreement concerning the sporting clays course between the new landowner and the applicant must be submitted to Property Services. If a new agreement is not submitted, the shooting stations in which the fields of fire cross the property boundary must be eliminated.
30. The facility must adhere to the remaining conditions from C-23-93, including:

C-23-93 #1) Boundary of the hunting area, including the leased land, must be posted clearly at a minimum of every 500 feet, closer if necessary, so at a midway point of each posting sign the signs on either side can be easily seen. The boundary shall be posted along a line that is at least 500 feet from the property line of the adjacent homes or where there are dwellings.

C-23-93 #2) Applicant shall contract with the Township to provide dust control to the Townships satisfaction and have speed regulations signs.

C-23-93 #3) Access to the preserve must be gated in such a manner that prevents unauthorized access to the preserve.

C-23-93 #4) Applicant to provide signed copies of lease agreements for lands not under his ownership but posted for hunting in this preserve.

C-23-93 #6) Shooting to be allowed only during daylight hours.

C-23-93 #7) Signs on the boundaries shall be double faced.

31. The facility must adhere to the remaining conditions from C-26-05, including:

C-26-05 #1) That the applicants undertake the project according to the plans and specifications submitted to the county with the application.

C-26-05 #2) That the permit is invalid if the holder does not operate in accordance with MDH licenses covering food service and/or Special Event Camping Areas (SECA's) requirements connected with this conditional use permit.

C-26-05 #3) That the permit would be periodically reviewed by the county to assure compliance with the permit and permit conditions.

C-26-05 #4) That the county man enter onto the premises at reasonable times and in a reasonable manner to insure the permit holder is in compliance with the conditions and all other applicable statutes, rules, and ordinances.

C-26-05 #5.a) Boundary of the hunting area, including the leased land, must be posted clearly at a minimum of every 500 feet, closer if necessary, so at a midway point of each posting sign the signs on either side can be easily seen. The boundary shall be posted along a line that is at least 500 feet from the property line of the adjacent homes or where there are dwellings.

C-26-05 #5.b) Applicant shall contract with the Township to provide dust control to the Townships satisfaction and have speed regulations signs.

C-26-05 #5.c) Access to the preserve must be gated in such a manner that prevents unauthorized access to the preserve.

C-26-05 #5.d) Applicant to provide signed copies of lease agreements for lands not under his ownership but posted for hunting in this preserve by August 19, 2005.

C-26-05 #5.f) Shooting to be allowed only during daylight hours.

C-26-05 #5.g) Signs on the boundaries shall be double faced.

32. Excavation, earthwork, and the removal of vegetation/trees shall be prohibited within the bluff and bluff setback.
33. The applicant must obtain the required permits from MNDOT prior to the placement of signage along U.S. Highway 14 during special events.
34. The exterior color of the clubhouse and carriage house shall be maintained in a natural and/or earthen hue. (e.g. gray, browns, forest green, etc.)
35. Violation of any condition of this conditional use permit may result in revocation of the conditional use permit, as per the Nicollet County Zoning Ordinance.

Parcel No: 04.201.0210 / 04.201.0800
Map No: 1501100007 / 1501400003

**Applicant/Landowner:
Michaletz Properties, LLC**

PLN20-11

ATTACHMENT A Application

ATTACHMENT B Criteria for Conditional Use Permit

ATTACHMENT C Location Map

ATTACHMENT D Site Aerial

ATTACHMENT E Neighbor Notification List

ATTACHMENT F Previous Conditional Use Permit Documents

- F.1 C-23-93 Recording Document
- F.2 C-26-05 Recording Document

ATTACHMENT G Documents Submitted by Applicant

- G.1 Project Description
- G.2 Site Plans – ISG
- G.3 Environmental Stewardship Quote – Metals Treatment Technologies, LLC
- G.4 Permission Letter – Mark Kohn, Adjacent Landowner
- G.5 Clubhouse Floor Plan
- G.6 Carriage House Floor Plan
- G.7 Design Professional Letter – Brian Paulsen, Architect, ISG
- G.8 Trap Field Example
- G.9 Vault Door Example

ATTACHMENT H Public Comment – Wade & Velda Cordes

- H.1 Documents received on June 5, 2020
- H.2 Document received on June 14, 2020
- H.3 Documents received on June 16, 2020
- H.4 Document received on June 19, 2020

**ATTACHMENT I Email from Scott Thompson, MNDOT Traffic Engineer,
June 10, 2020**

ATTACHMENT J Example 500' Posted Signs Map, Property Services

ATTACHMENT K Minnesota Statute Chapter 87A Shooting Ranges

**ATTACHMENT L Minnesota's Shooting Range Protection Act FAQ Sheet,
Revised September 21, 2005**

**ATTACHMENT M Email from Chuck Niska, DNR Shooting Range
Coordinator, July 2, 2020 – DNR Permitting/Chapter 87A**

**ATTACHMENT N Email from Chuck Niska, DNR Shooting Range
Coordinator, July 8, 2020 – Noise Pollution from Gun Clubs**



PROPERTY SERVICES DIVISION
501 SOUTH MINNESOTA AVENUE, SAINT PETER MN 56082
507-934-7070

PLANNING & ZONING ADVISORY COMMISSION
APPLICATION

Total Fees: \$446.00

Map#: 1501400003
Parcel#: 042010800
Permit#: PLN20-00011
Date: May 22, 2020

Applicant: MICHALETZ PROPERTIES LLC, , 150 ST ANDREWS CT STE 210, MANKATO MN 56001
Phone: 382-3930
Owner: MICHALETZ PROPERTIES LLC, 150 ST ANDREWS CT STE 210, MANKATO MN 56001
Property Address: 47028 547TH LN, COURTLAND MN 56021
Abbreviated Legal Description: SP; SE1/4 OF SW1/4 ACRES 40.00 S 1/2 OF SE 1/4 "EX 5.26 AC" ACRES 74.74
Township: Courtland Township

Record Type: Conditional Use

Category: Commercial Recreation

Project Description: To amend conditional use permit C-26-05 for a hunting and shooting camp/shooting range, to include trap, long range rifle, short range pistol, sporting clays, a pistol target range, and an outdoor archery range at the facility. Amendment will also remove conditions 5.e, 6, 7, 8, and 9 from conditional use permit C-26-05 and remove condition 5 from conditional use permit C-23-93.

Planning Commission Hearing Date: 06/15/2020
Board of Commissioners Date: 06/23/2020


APPLICANT SIGNATURE

5-22-20
DATE

ATTACHMENT A
Application



NICOLLET COUNTY PLANNING AND ZONING ADVISORY COMMISSION
CRITERIA FOR GRANTING A CONDITIONAL USE PERMIT

Name of Applicant/
Property Owner:

Michaletz Properties

Date: July 20, 2020

File: PLN20-11

Use Requested:

To amend existing conditional use permits C-26-05 and C-23-93 to include trap, long range rifle, short range pistol, sporting clays, a pistol target, and an outdoor archery range, and to remove specific conditions from C-26-05 and C-23-93

FINDINGS OF FACT

Authority for issuance of conditional use permits is derived from Minnesota State Statute §394.301 and Nicollet County Zoning Ordinance, Section 505. The conditional use must maintain the health, safety, morals, and general welfare of the community.

1. Given the nature of the land, the requested use is compatible with the general welfare, public health and safety.

YES: III WHY: the proposal is an amendment to an existing commercial recreational land use, Section 6033 lists the use as allowable,
NO: _____ WHY: site has proper screening

2. The requested use will not create an unreasonably excessive burden on the existing roads or utilities.

YES: IIII WHY: the township is planning to fix up road, there is advisory ~~additional~~ traffic signage, the conditions require dust control
NO: 1 WHY: existing road cannot handle additional traffic
(Drantel)

3. The requested use is compatible with the surrounding area and will not significantly depreciate nearby properties.

YES: IIII WHY: area is natural environment, assessor has no evidence of depreciation, existing business with shooting
NO: 1 WHY: no, primarily an ag area
(Drantel)

4. The structure and the use shall have an appearance that will not have an unreasonably adverse effect on nearby properties.

YES: III WHY: screening around most of property by vegetation and topo features, replacing clubhouse, shooting debris land on-site
NO: _____ WHY: _____

5. The requested use is consistent with the Nicollet County Land Use Ordinances.

YES: III WHY: following procedure in 505 of Ord., comm. recreation listed in 603 of Ord.
NO: _____ WHY: _____

6. The requested use is not in conflict with the Nicollet County Comprehensive Plan.

YES: HHH WHY: 1985 indicates wooded area to be preserved, no buildings in the flood plain, no removal of woodlands
NO: _____ WHY: _____

7. The requested use will not create an unreasonably adverse effect because of noise, odor, glare, or general unsightliness, for nearby property owners.

YES: HHH WHY: existing vegetation/screening and changes in topography, applicant add measures to lessen sound/noise
NO: _____ WHY: _____

8. The requested use is reasonably related to the existing land use and environment.

YES: HHH WHY: use steel shot for clays, use is comm. rec., has lead reclamation plan, existing rec. use
NO: _____ WHY: _____

9. There are no apparent unreasonable health risks posed to neighbors or the public in general.

YES: HHH WHY: proposed bullet containment designed to meet NRA guidance, will have new septic system
NO: _____ WHY: _____

10. The requested use will/will not (Circle One) have an adverse effect upon public health, safety and welfare due to the following other factors:

YES: HHH WHY: request allow for shooting firearms + archery in a supervised environment, DNR has no objection
NO: _____ WHY: _____

**SPECIAL CONDITIONS ARE LISTED
ON THE RECORDED CONDITIONAL USE PERMIT AND IN THE RECORD**

THE NICOLLET COUNTY PLANNING AND ZONING ADVISORY COMMISSION:
(APPROVES X) (DENIES _____) **THE REQUESTED CONDITIONAL USE PERMIT**

This decision is based on:

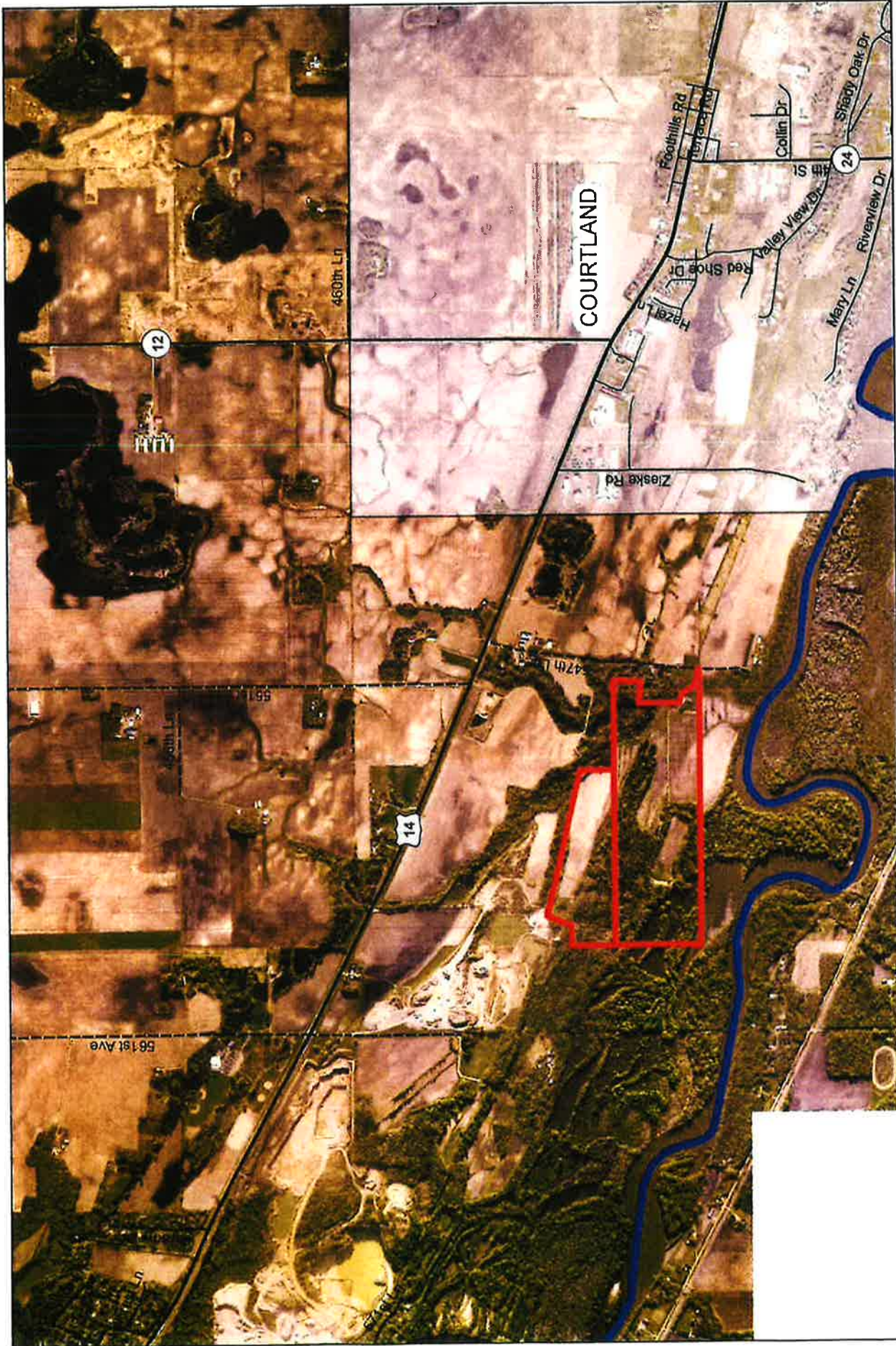
X application X viewed by 3 members of Commission:
X staff report _____ pictures
X information received at public hearing

Drantel _____ Regenscheid X
Enter X Wendinger _____
Hermanson _____
Laven X

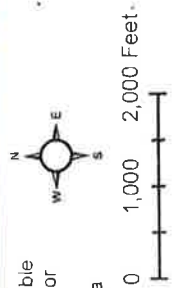
Facts supporting the answer to each question above are hereby certified to be the Findings of the Nicollet County Planning and Zoning Advisory Commission.

Date 7-20-20

Chair 

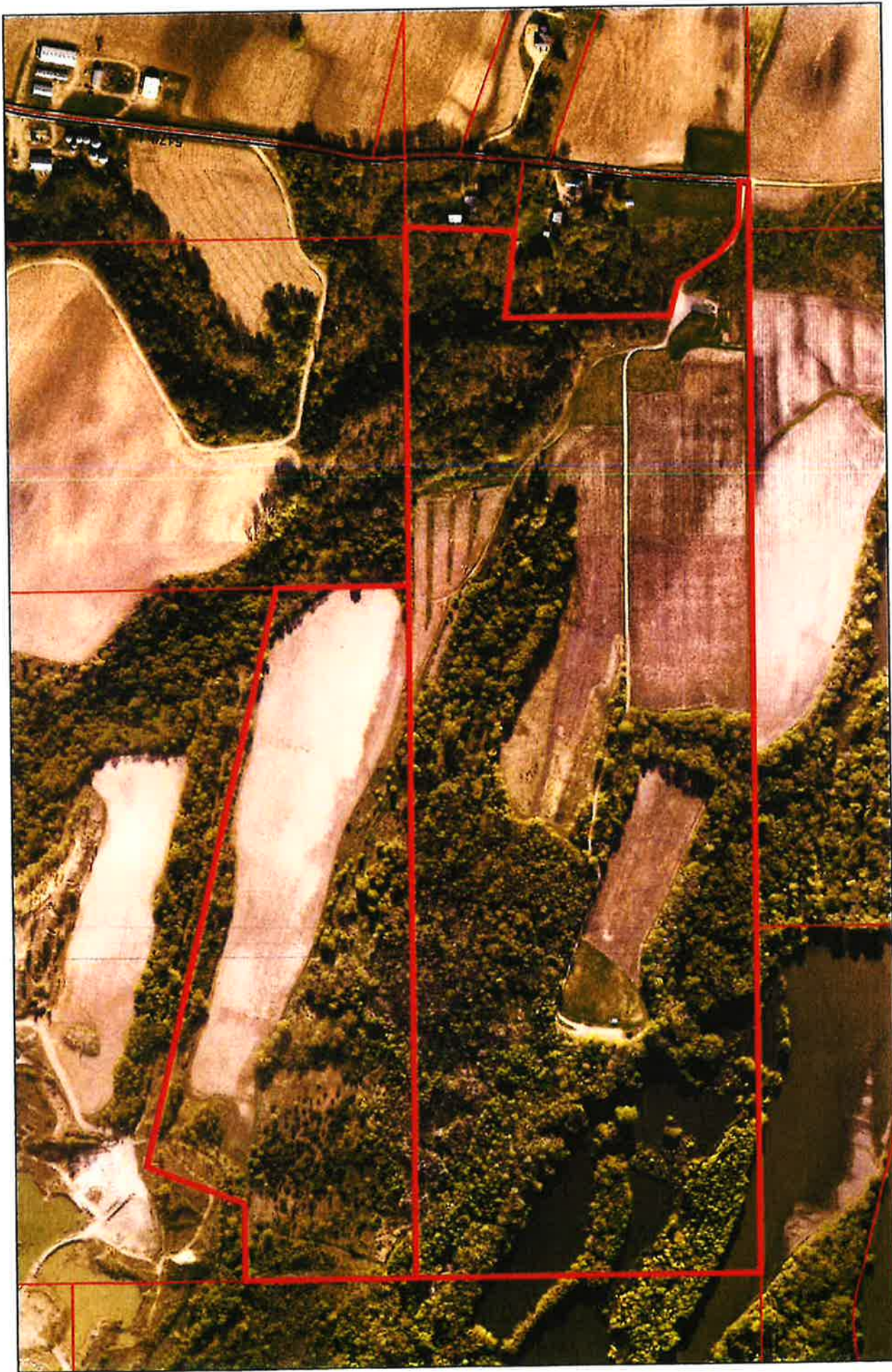


ATTACHMENT C **Location Map**

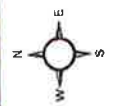


Disclaimer: The information herein is intended to be a true representation of available records. However, there is no guarantee to the user as to the accuracy, suitability, or reliability of this data for any purpose. The Property Services Division of Nicollet County assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data.

1:24,000 1 inch = 2,000 feet



ATTACHMENT D Site Aerial



Disclaimer: The information herein is intended to be a true representation of available records. However, there is no guarantee to the user as to the accuracy, suitability, or reliability of this data for any purpose. The Property Services Division of Nicollet County assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data.

1:6,000 1 inch = 500 feet

WADE & VELEDA CORDES
46882 547TH LN
COURTLAND MN 56021

BRENDA & JAMES GULDAN LIVING TRUST
46194 561ST AVE
NEW ULM MN 56073

DENNIS GULDAN
1226 S GERMAN ST
NEW ULM MN 56073

TIMOTHY & BROOKE GULDAN
46198 561ST AVE
NEW ULM MN 56073

BRANDON KOHN
46775 547TH LN
COURTLAND MN 56021

GARY & KAREN KOHN
54650 US HWY 14 - PO BOX 14
COURTLAND MN 56021

MARK & MICHELE KOHN
46091 551ST AVE
COURTLAND MN 56021

TIMOTHY KOHN
46266 547TH LN
COURTLAND MN 56021

RUTH ANN REWITZER
55921 US HIGHWAY 14
NEW ULM MN 56073

DAVID & GRACE STOERING TRUST
430 ZIESKE RD
COURTLAND MN 56021

GARY & ROXANNE ZIMANSKI
46772 547TH LN
COURTLAND MN 56021

TIM HARMENING TOWNSHIP CLERK
43370 541ST AVE
COURTLAND MN 56021

Elmer Roloff
12963 Shag Road
New Ulm MN 56073

Francis Schumacher
301 Water Street
New Ulm MN 56073

Daniel Smith Etal
405 Pfau Street
New Ulm MN 56073

Bruce Hippert
48180 State Highway 68
New Ulm MN 56073

Bradley and Candice Kral
10914 Shag Road
New Ulm MN 56073

Beverly Hoffmann
10902 Shag Road
New Ulm MN 56073

Charles Holm
10894 Shag Road
New Ulm MN 56073

ATTACHMENT E
Neighbor Notification List

NICOLLET COUNTY BOARD OF COMMISSIONERS
APPROVED CONDITIONAL USE PERMIT

On this 22nd day of June, 1993, following the public hearing conducted by the Nicollet County Planning and Zoning Advisory Commission in the Nicollet County Courthouse, the Nicollet County Board of Commissioners hereby approved a Conditional Use Permit on behalf of:

Name: Lester Zwach

in accordance with the provisions of Section 604.3 of the Nicollet County Zoning Ordinance and pursuant to the requirements of Chapter 394.301, Minnesota Statutes.

The approved Conditional Use Permit authorizes the above named:

For a commercial recreational hunting and shooting camp

on the following described parcel (abstract-torrens) of land:

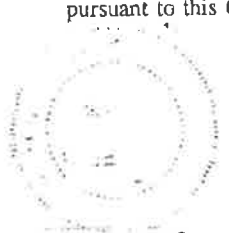
SE 1/4 of SW 1/4 of Section 1-109-30 in Courtland Township

CONDITIONAL USE ORDER

and subject to the following conditions:

1. Boundary of the hunting area, including the leased land, must be posted clearly at a minimum of every 500 feet, closer if necessary, so at a midway point of each posting sign the signs on either side can be easily seen. The boundary shall be posted along a line that is at least 500 feet from the property line of the adjacent homes or where there are dwellings.
2. Applicant shall contract with the Township to provide dust control to the Townships satisfaction and have speed regulations signs.
3. Access to the preserve must be gated in such a manner that prevents unauthorized access to the preserve.
4. Applicant to provide signed copies of lease agreements for lands not under his ownership but posted for hunting in this preserve.
5. Only shotguns by club members are to be permitted on this preserve. The use of rifles is prohibited by all club members.
6. Shooting to be allowed only during daylight hours.
7. Signs on the boundaries shall be double faced.

The Environmental Services Director is herewith directed to issue the appropriate permits pursuant to this Conditional Use Order.



William H. Schimmel

William Schimmel, Chairman
Nicollet County Board of Commissioners

DATE: 6-28-93

State of Minnesota
County of Nicollet

Office of Nicollet County Coordinator

I, the undersigned Clerk to the Board, in and for said County and State, do hereby certify that I have compared the above information with the original minutes of record in my office; and find the same to be a true and correct copy of said original and of the whole thereof, as based on approved minutes of the Nicollet County Board of Commissioners meeting held on June 22, 1993, and on record in the Nicollet County Coordinator's Office.

WITNESS my hand this 28th day of June, 19 93

Robert Podhradsky
Robert Podhradsky, Clerk to the Board

ATTACHMENT F.1
C-26-93 Recording Document



KATHRYN CONLON
County Recorder
Nicollet County, Minnesota

Document No. 264634

Certified Recorded on 08-17-2005 at 09:00 A M

Well Certificate: _____ # Pages 4

Rec'd: ENVIRONMENTAL SERVICES Fee: \$ 46.00

NICOLLET COUNTY BOARD OF COMMISSIONERS APPROVED CONDITIONAL USE PERMIT

On this 16th day of August 2005, following the public hearing conducted by the Nicollet County Planning and Zoning Advisory Commission in the County Board Room of the Nicollet County Government Center, the Nicollet County Board of Commissioners hereby approved a Conditional Use Permit on behalf of:

Name: River Ridge Gun Club

in accordance with the provisions of Sections 505.1 and 603.3 of the Nicollet County Zoning and pursuant to the requirements of Chapter 394.301, Minnesota Statutes.

The approved Conditional Use Permit authorizes the above named:

To amend C-23-93 to include food service and campsites

on the following described parcel (abstract-torrens) of land:

S 1/2 of the SE 1/4 and the SE 1/4 of the SW 1/4 of Section 1-109-30 in Courtland Township

CONDITIONAL USE ORDER and subject to the following conditions:

- 1) That the applicants undertake the project according to the plans and specifications submitted to the county with the application.
- 2) That the permit is invalid if the holder does not operate in accordance with the MDH licenses covering food service and/or Special Event Camping Areas (SECA's) requirements connected with this conditional use permit.
- 3) That the permit will be periodically reviewed by the county to assure compliance with the permit and permit conditions.
- 4) That the county may enter onto the premises at reasonable times and in a reasonable manner to insure the permit holder is in compliance with the conditions and all other applicable statutes, rules, and ordinances.
- 5) All conditions that are contained in the conditional use permit issued for this property on June 22, 1993 shall remain in force and valid.
 - a. Boundary of the hunting area, including the leased land, must be posted clearly at a minimum of every 500 feet, closer if necessary, so at a midway point of each posting sign the signs on either side can be easily seen. The boundary shall be posted along a line that is at least 500 feet from the property line of the adjacent homes or where there are dwellings.
 - b. Applicant shall arrange for dust control to the township's satisfaction and have speed regulations signs.
 - c. Access to the preserve must be gated in such a manner that prevents unauthorized access to the preserve.
 - d. Applicant to provide current signed copies of lease agreements for land not under his ownership but posted for hunting in this preserve by August 19, 2005.
 - e. Only shotguns by club members are to be permitted on this preserve. The use of rifles is prohibited by all club members and customers.
 - f. Shooting to be allowed only during daylight hours.
 - g. Signs on the boundaries shall be double faced.
- 6) Condition # f of the 1993 permit issued 6/28/93 is clarified to define the hours of operation as from 9:00 a.m. to sunset, with the sunset time as that which is found at the US Naval Observatory listings (may be found at www.usno.navy.mil) then look for Popular Links, and click on Sunrise/Set).
- 7) Water meters are to be installed within 30 days on all water lines leading into the buildings on the site and meter readings are to be submitted to the Environmental Services Department on the first Monday of each month. If the flow to the septic system is greater than what it was designed for and results in a failed system, the system must be upgraded.

ATTACHMENT F.2
C-26-05 Recording Document

- 8) No firearms other than shotguns are to be discharged by the customers or club members on the facility.
- 9) Complaints of barking dogs stemming from this operation shall be addressed by 264634 the owner/operator in a written noise abatement plan. Failure to address the complaints will prompt review of the conditional use permit by the Planning and Zoning Advisory Commission and the Board of Commissioners.
- 10) Complaints of trespassing issues stemming from this operation shall be addressed by the owner/operator in a written abatement plan. Failure to address the complaints will prompt review of the conditional use permit by the Planning and Zoning Advisory Commission and the Board of Commissioners.

The Environmental Services Director is herewith directed to issue the appropriate permits pursuant to this Conditional Use Order.


Paul Engel, Chairman
Nicollet County Board of Commissioners

DATE: 8-16-05

State of Minnesota

Office of Nicollet County

Administrator

County of Nicollet

I, the undersigned Clerk to the Board, in and for said County and State, do hereby certify that I have compared the above information with the original minutes of record in my office; and find the same to be a true and correct copy of said original and of the whole thereof, as based on approved minutes of the Nicollet County Board of Commissioners meeting held on August 16, 2005, and on record in the Nicollet County Administrator's Office.

WITNESS my hand this 16th day of AUGUST, 20 05


Robert Podhradsky, County Administrator/Clerk to the Board





NICOLLET COUNTY PLANNING AND ZONING ADVISORY COMMISSION

CRITERIA FOR GRANTING A CONDITIONAL USE PERMIT

Name of Applicant River Ridge Gun Club Inc. Date August 15, 2005

CUP Requested To amend CUP to include food service and create campsites

CRITERIA	ARBES	BEATTY	ECKBERG	ENGEL	GLEISNER	HERBERG	WAIBEL
1. The use will not create an excessive burden on existing parks, schools streets and other public facilities and utilities which serve or are proposed to serve this area	Y	Y		Y	Y	Y	
2. The use will be sufficiently compatible or separated by distance or screening from adjacent, agricultural or residential zoned or used land so that existing homes will not be depreciated in value and there will be no deterrence to development of vacant land in the similar context of the uses in the vicinity		Y	A B S E N T	Y	Y	Y	A B S E N T
3. The structure and site shall have an appearance, traffic, noise, and emission levels that will not have an adverse effect upon adjacent residential properties.	Y	Y		Y	Y	Y	
4. The use, in the opinion of the Commission, is reasonably related to the overall needs of the County and to the existing land use.	Y	Y		Y	Y	Y	
5. The use is consistent with the purposes of the zoning ordinance and the purposes of the zoning district in which the applicant intends to locate the proposed use.	Y	Y		Y	Y	Y	
6. The use will not cause traffic hazard or congestion.	Y	Y		Y	Y	Y	
7. Existing businesses nearby will not be adversely affected because of curtailment of customer trade brought about by intrusion of noise, glare or general unsightliness	Y	Y		Y	Y	Y	

SPECIAL CONDITIONS ARE LISTED ON THE RECORDED CONDITIONAL USE PERMIT AND RECORD

If all answers are **YES by a majority** of the Planning and Zoning Advisory Commission, the criteria for granting of the Conditional Use Permit have been met. The conditional use permit will maintain the goals of health, and general welfare of the public.

Facts supporting the answer to each question above are hereby certified to be the FINDINGS of the Nicollet County Planning and Zoning Advisory Commission.

Date

8/15/05

Chair

Flora Anderson

State of Minnesota

264634

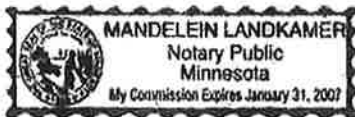
County of Nicollet.....

Signed or attested before me on 15th day of August..... 2005..

By Florence Arbes.....
(Name of person(s)).

Mandelein Landkamer.....Notarial Officer

Seal



**River Ridge Gun and Archery Club, LLC
Comprehensive Proposal
Presented to Nicollet County May 15, 2020**

This document is intended to replace the following items previously provided to Nicollet County:

- Revised Business Plan dated March 28, 2020
- Comprehensive Proposal dated March 27, 2020
- Comprehensive Proposal dated April 21, 2020
- Comprehensive Proposal dated April 28, 2020

Accompanying this Comprehensive Proposal dated April 28, 2020, we are submitting the following items referenced in the information below:

- Proposed Site Plan dated May 12, 2020
- Quote for Environmental Stewardship Plan prepared by Metals Treatment Technologies, LLC (MT2)
- Signed letter from neighbor, Mark Kohn

This Comprehensive Proposal is being submitted to accompany our Conditional Use Permit application to amend the business activities permitted at River Ridge Gun and Archery Club. In this document we will address the general purpose of the business and will provide descriptive details around the types of shooting activities we would like to offer our customers, modifications we would like to make to the property (dirt work, new road, etc.), and details related to our proposed plans for buildings and facilities. We will also provide information on occupancy, hours of operation, and other miscellaneous items we have taken into consideration.

Some of the information previously provided to Nicollet County, including a Preliminary Business Plan, previous copies of Proposed Site Plans showing locations of shooting courses and ranges, buildings and parking areas, have been revised.

We have made no changes to the proposed floor plan for the Carriage House dated Feb. 10, 2020, although we would like to add one sink basin to the garage. In the Carriage House, we also intend to add a wall to separate a work area in the back of the garage for the purpose of gun cleaning, installation of rifle scopes, and maintenance and repair work on archery bows. We intend to add mechanical equipment for ventilation and construct the interior wall and access door with firesafe building materials. If our CUP amendment is approved, we will submit a revised floor plan for the building permit that will show the placement of the sink basin and provide specifics for ventilating and fireproofing the enclosed work area. It has been confirmed that the addition of the sink basin will not impact his preliminary septic plan.

GENERAL BUSINESS SUMMARY

The goal of River Ridge Gun and Archery Club is to be a gun and archery shooting range located near Courtland, Minnesota, that will serve a variety of customers throughout south-central Minnesota and those traveling to the area to use our range and services. We intend to offer a multi-range system, where we have outdoor ranges for rifle and pistol shooting, various

ATTACHMENT G.1
Project Description

courses for shotgun sports, and an outdoor range for archery. We are committed to promoting responsible ownership of firearms and archery equipment by advocating for and offering safety instruction and proficiency training. We intend to offer additional services that will include limited sale of ammunition, and gun and archery accessories.

Part of our proposed services will include teaching our customers about safe handling of firearms and archery bows and proper shooting technique, and we intend to work with the MN DNR, certified shooting instructors (for both firearm and archery) and local law enforcement on opportunities for coordinated training and shooting instruction. We plan to offer our facilities to instructors for firearm safety training as well as Concealed Carry Weapon (CCW) classes. We also intend to provide a high-quality shooting experience for those participating in corporate-sponsored shooting events, fundraising shooting events, and shooting clinics and competitions. We will also provide customization of customer-owned rifles with the sale and service of scopes and accessories. Our archery services will include full-service maintenance and tuning of bows.

LEAD MANAGEMENT

In its publication, "Best Management Practices for Lead at Outdoor Shooting Ranges" (revised June 2005), the Environmental Protection Agency generally establishes nationwide protocols associated with discharged lead shot and bullets. We intend to follow the BMPs provided by the EPA with regard to the mitigation and minimization of lead migration in the soil and water runoff throughout our range. Specifics on the practices we will follow to mitigate lead contamination will vary by shooting activity and are addressed in the sections below.

We have consulted with Chuck Niska, Shooting Range Coordinator with the Minnesota DNR. Given Mr. Niska's years of experience working with shooting ranges around the state of MN, we reached out to him for guidance on lead reclamation and recycling to gain insight on additional measures we can take in keeping our range clean. The amount of discharged lead is an unknown factor at this time and is dependent upon the volume of customers and frequency of shooting activity.

In addition to our conversations with Mr. Niska, we have contacted multiple lead reclamation companies from a list of shooting range vendors provided by the National Rifle Association. We have identified a reputable company that specializes in lead reclamation and recycling, in addition to the development of Environmental Stewardship Plans, and we believe their services will be a good fit for the size and location of our shooting range.

Accompanying this Proposal dated May 15, 2020, we are submitting a proposal from Metals Treatment Technologies, LLC (MT2) for the development of an Environmental Stewardship Plan (ESP) for River Ridge. Upon approval of our CUP amendment application, we will return the signed proposal to MT2 to begin the process of drafting our formal ESP. It is our full intention to continue working with MT2 on the implementation and ongoing maintenance of the ESP.

Our Environmental Stewardship Plan will:

- Assess the current conditions associated with the ranges and identify potential environmental concerns that may exist.
- Prioritize appropriate actions to manage lead shot and bullets.
- Develop an implementation schedule.
- Identify ways to measure the Plan's success.

We also intend to leverage relationships with organizations specific to gun ranges and shooting sports. In addition to the Mn DNR and NRA, we intend to become members of the National Shooting Sports Foundation. The NSSF offers its members guidance on range management and implementation of BMPs.

PROPOSED SITE PLAN

Working with the licensed engineers at ISG, we have submitted a Proposed Site Plan (latest revision dated May 12, 2020) that depicts the proposed locations of each shooting range and course in addition to the existing Sporting Clays Course and Long Range (rifle). This Plan also shows locations of proposed buildings, parking areas, covered shooting shelters, stormwater BMPs, signage, and the proposed location of a new road along the south property boundary.

Covered shooting shelters are intended to be placed over each of the three shooting lines at the Outdoor Archery range. We also intend to have individual shelters at the front of each shooting bay in the Short Range. The intended use of the far west bay of the Short Range will be our Target Range and will have a covered shooting shelter (60 ft. x 16 ft.) that will be enclosed with windows opening out to the range. Near the Sporting Clays course, we have proposed a covered picnic shelter (24 ft. x 24 ft.) with attached enclosed storage (24 ft. x 12 ft.) and a location for portable outhouses.

SHOOTING ACTIVITIES (FIREARM)

Sporting Clays (shotgun)

This section explains the fundamentals of our Sporting Clays course. The terms "shots" and "rounds" are used interchangeably and describe the shooting of one shotgun shell (round).

We intend to continue using the existing Sporting Clays course established by the previous owners on the west end of the property (as labeled on the Proposed Site Plan, pages 1, 4, and 7). We have a 14-station course along a wooded path, with two trap throwers per station. The course offers each participant the option of shooting a total of 50 rounds or 100 rounds. The stations vary, with some providing 3 (or 6) shots, and others providing 4 (or 8) shots. Some of these stations involve shooting over areas where there may be standing floodwater from time to time. For that reason, we will use biodegradable clay targets that are considered "environmentally acceptable", and completely biodegrade within 1-1.5 years. We will also require the use of steel shot throughout the entire Sporting Clays course.

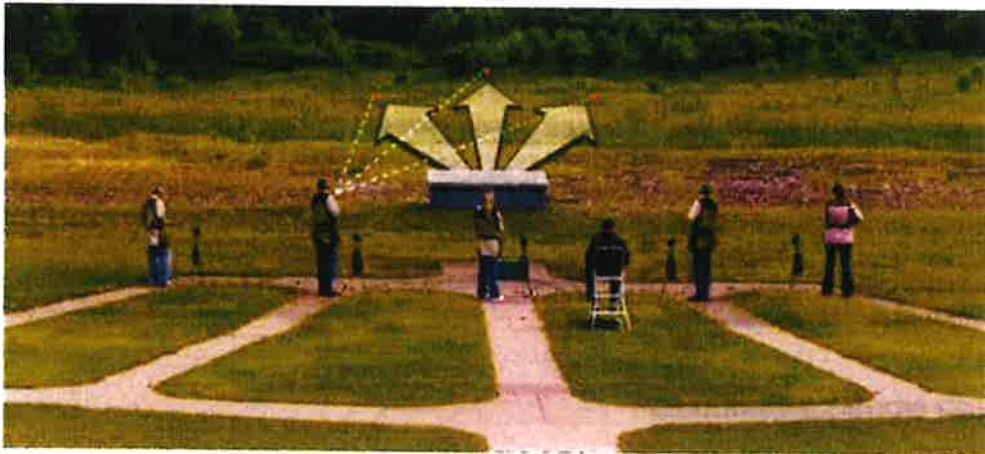
The direction of fire for one of the Sporting Clays stations results in a shot fall zone that crosses into the adjacent property to the west. The owner of that property, Mark Kohn, had a verbal agreement with the former owners of the shooting range allowing for the shot to fall onto his property. We have spoken with Mark Kohn and he has provided a signed letter acknowledging this, and providing his continued permission allowing for shot falling onto his property from shooting activity from the existing Sporting Clays course.

Trap (shotgun)

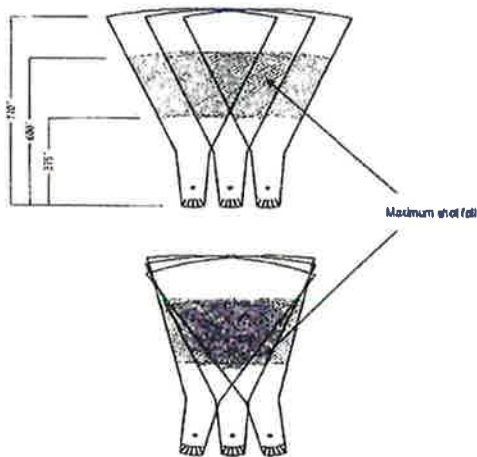
This section explains the fundamentals of our proposed Trap shooting fields. The terms "shots" and "rounds" are used interchangeably and describe the shooting of one shotgun shell (round).

We intend to have four separate Trap fields, each with one trap thrower in the center. The participants will rotate around the five stations until 5 rounds have been shot at each station, for a total of 25 rounds throughout the course. We intend to lay concrete pavers or install a poured cement sidewalk for participants to walk around the course and stand at each station. A "trapper" or scorekeeper will sit behind the shooting participants. It is the job of the trapper to keep score and ensure the trap thrower is working properly. Our proposed Trap fields are labeled on the Proposed Site Plan, pages 1 and 3.

The photo that follows is a visual example of what each of our proposed Trap fields would look like.



Because the Trap fields are not in the floodplain, we intend to allow the use of lead shot here.



On shotgun ranges, the shot load is widely distributed. On a Trap Field, positions of the shooters and the angles at which trap targets are thrown result in a funnel-shaped theoretical shot fall zone as illustrated in the diagram to the left.

Typical lead trap loads can reach about 760-770 ft from the shooter, although most shot tends to fall roughly 375-600 ft from the shooter. Regulation Trap fields have a distance of 750 ft from the shooting line. We are submitting a sample Trap Field plan with this Proposal (note: although the plan diagram submitted is for reference only, we intend to design our Trap Fields following this standard).

(The diagram above is taken from a Technology & Regulatory Council (ITRC) article, "ITRC – Environmental Management at Operating Outdoor Small Arms Firing Ranges (Feb. 2005)"

To mitigate lead contamination, we will:

- Minimize the shot fall zone by angling the trap stations to overlap the shot zones thus

- reducing the amount of ground cover affected
- Monitor and adjust the soil pH in the shot fall zone
- Manage vegetative ground cover to slow water runoff and provide organic material to help neutralize soil
- Upon approval of the CUP amendment, we will work with a professional lead reclamation specialist per our Environmental Stewardship Plan.

Long Range (rifle)

The existing Long Range has been designed with a 1,000 yd maximum target range. The Long Range is labeled on the Proposed Site Plan, pages 1 and 5. This range consists of a shooting shelter that can accommodate up to four (4) shooters at one time. Our intended use for this range is for customers to reserve the Long Range in one-hour increments to promote safety and the ability to check targets down range at the shooters' convenience.

The backstop berm reaches a height of approximately 30 feet and is situated along the east side of "tailings" from a sand quarry. The shooting direction along this range faces northwest, away from residential neighbors in the area.

The backstop berm at the far end of the Long Range is an earthen backstop. We will be adding backstops constructed of stacked railroad ties backed with a 4 ft. x 8 ft. sheet of AR500 steel plate. These backstops will be placed at distances of 100, 200, 300, and 500 yards. The earthen backstop berm at the far end of the range, and the railroad ties at varying distances, will all serve as devices for bullet containment. We intend to place metal targets in front of the railroad tie backstops at the farther distances (500 and 1,000 yards). Discharged bullets that hit the metal targets will be left on the ground around the targets. These bullets, and those contained in backstops and back berm, will be reclaimed and recycled in accordance with our Environmental Stewardship Plan.



The railroad tie backstops will consist of a 4 ft. x 8 ft. wall made of stacked railroad ties, backed with a sheet of AR500 steel plate (our backstops will **not** have side walls as depicted in the photo to the left example).

Short Range – 50-100 yard (pistol)

The proposed Short Range is planned to consist of five shooting bays, each with a maximum target distance of approximately 50 yards, and one shooting bay with a maximum target distance of approximately 100 yards. The proposed Short Range is labeled on the Proposed

Site Plan, pages 1 and 4. Flanking each side of the pistol shooting bays we intend to build side berms of approximately 8 ft. high. The side berms will be 150 ft. long for the five 50-yard shooting bays and 300 ft. long for the one 100-yard shooting bay. The backstop berm will be approximately 700 ft. long and will run the entire south end of the field. This backstop berm will be approximately 12 ft. high. All of these berms will be approximately 20 ft. wide.

The proposed berms will consist of dirt, will be shaped with a slope of around 1:2, and will be planted with a "no-mow" type of grass vegetation for soil stabilization and erosion prevention. The targets used on the Short Range will be paper targets, with the earthen backstops providing bullet containment. Bullets will be reclaimed and recycled in accordance with our Environmental Stewardship Plan.



(Above are visual examples of earthen berms.)

We are proposing a 16 ft. x 24 ft. covered shooting platform at the front of each shooting bay.



(Above are visual examples of the type of covered shooting shelter we are planning at each shooting bay, along with an example of paper targets similar to what we intend to place in front of the earthen backstop berm.)

Target Range – 25 yard (pistol)

We propose to use the shooting bay on the west end of the Short Range as a small open range with a maximum target distance of approximately 20 yards and a variety of metal targets. For

this range shooters will shoot from an enclosed shooting shelter, approximately 16 ft. x 60 ft. with a ledge and open windows facing down range.

The range will utilize the side berms (which are to be approximately 8 ft. high) and the back berm (approximately 12 ft. high) that are currently incorporated in the proposed Short Range.

The proposed Target Range will have a variety of steel targets placed at varying distances from the shooting shelter. When shots miss the targets, the earthen backstop at the far end of the range will provide for bullet containment. Discharged bullets that hit the metal targets will be left on the ground around the targets. These bullets, and those contained in backstop, will be reclaimed and recycled in accordance with our Environmental Stewardship Plan.



The photo to the left provides examples of the types of steel targets we intend to place throughout the Target Range.

SHOOTING ACTIVITIES (ARCHERY)

Outdoor Archery Range

To the west of the Clubhouse we propose three outdoor Archery Ranges, each with targets situated at distances ranging from 20 yds – 100 yds down range from a shooting line under a covered shelter. The Outdoor Archery Range is labeled on the Proposed Site Plan, pages 1 and 2. The direction of shooting is north-northwest, away from buildings and parking areas.



(The photos above provide examples of the covered shooting shelter and the types of outdoor archery targets we intend to place throughout the Outdoor Archery Range.)

CLUBHOUSE

The Clubhouse is proposed to serve a variety of occupancy uses on one level. A floor plan of the Clubhouse (revised Apr. 6, 2020) has been submitted with this Comprehensive Proposal and replaces Clubhouse floorplans submitted previously. The proposed Clubhouse is labeled on the Proposed Site Plan, pages 1 and 2.

The total occupancy load of the proposed Clubhouse is 275 occupants, plus Outdoor Patio area with 106 occupants. Submitted with this Proposal is a preliminary occupancy breakdown and code review dated Apr. 20, 2020. Following is a list of each space throughout the Clubhouse, with an occupancy load for each:

- Administrative offices (including lobby and reception area): 8 occupants
- Pro shop and Simulator area: 18 occupants
- Bar/Lounge: 205 occupants
- Catering kitchen: 5 occupants
- Classroom: 35 occupants
- Mechanical / Storage: 4 occupants
- Outdoor patio on west side of Lounge: 106 occupants

Administrative Offices

We have designed the Clubhouse to include two offices, a small meeting room, a shared workspace for copy/scan/fax machine and storage of office supplies.

Pro Shop

In the Pro Shop, we plan to provide retail sales of ammunition, shooting accessories, clothing and branded apparel. We intend to offer customers prepackaged candy, snacks, and canned/bottled soft drinks or water in the Pro Shop pending approved permitting.

Gun Vault

The Gun Vault in the proposed Clubhouse will remain locked with a safe-style door. The Vault would be used to store firearms waiting to be cleaned or retro-fitted with scopes sold in the Pro Shop. Any work on guns (including cleaning service or installation of scopes) will be done in the enclosed workshop area of the garage in the proposed Carriage House lower level (please refer to Carriage House section for more details).

Simulator

We intend to install a shooting simulator to be used for practicing shotgun shooting technique, pistol marksmanship training, and firearm safety training. The Simulator will be available year-round during regular hours of operation and will be available to the general public.

Bar and Lounge

Usage: Access to the bar and lounge is intended to be a members-only amenity, to be enjoyed by members before and/or after their shooting activity. This part of the proposed Clubhouse will also be made available to organized groups, including non-members, in conjunction with shooting events (ex., catered lunch may be provided to participants before or after a shooting event.) The dining area will also be available to non-members attending classes at the facility such as Conceal Carry Weapon (CCW), Firearms Safety, or other classes for shooting instruction (ex., catered lunch may be provided to students during a lunch break.)

The intended use of the bar and lounge area will be limited to people coming to River Ridge to participate in shooting activity, training, or instruction. We do not intend to offer general bar service to members or non-members when they are not participating in shooting activity. The Clubhouse design will include means to close off entry to the bar and lounge area, and River Ridge staff will be able to control and monitor the use of this space.

Food: Upon approval of this CUP amendment, it is our intention to apply for the following licenses through Brown-Nicollet Environmental Health (BNEH) in order to provide limited food service to participants in conjunction with shooting events:

- Service Kitchen License – to provide a catering kitchen, to be approved by health department. Any food served from this area will be prepared off-site and brought in by caterers.
- Alcohol Service License – to provide table/bar service of alcoholic beverages (either by River Ridge staff or outside bar vendor/caterer. *Our Range Safety Rules and Regulations will require all firearms to be unloaded, cased, and placed in locked vehicles or gun vault prior to the consumption of alcohol.*
- Special Event Food Service License – to provide limited food service such as brats or burgers grilled on outdoor domestic grill. This license allows for no more than 10 events per year.

With this Proposal, we have submitted the Special Event Food Service License Application provided to us by Jesse Harmon, Brown-Nicollet Environmental Health Director. The application form outlines the types of license categories and also provides instructions that we intend to follow for handwashing requirements, water supply, and utensil washing when preparing food outdoors.

Because we intend to install a grease trap in the catering kitchen, we have confirmed with Drew Seppmann that the cleaning of greasy utensils used in outdoor Special Event Food Service will have no impact to proposed septic plan.

In the Pro Shop, we intend to sell prepackaged candy and snacks, and bottled/canned soft drinks and water, pending permitting from BNEH or the Minnesota Department of Agriculture. We will also follow up with Jesse Harmon at BNEH to inquire about any additional licensing required to serve bar pizza (prepackage frozen pizzas) in the Bar/Lounge to members before or after their shooting activity. Pending approved permitting, we would like to offer this sort of limited food service to members before or after their shooting activity. If approved and licensed for this limited food service, all serving ware (plates, silverware, etc.) will be disposable.

Additionally, we intend to contact local law enforcement to apply for a liquor license to allow for the sale of alcoholic beverages to members in the Bar/Lounge area following their shooting activity. *Our Range Safety Rules and Regulations will require all firearms to be unloaded, cased, and placed in locked vehicles or gun vault prior to the consumption of alcohol.*

Capacity: The Bar/Lounge area has been designed with a maximum occupancy of 205 people (proposed dining seating for 56 people and bar seating for 12-14 people). The hours of operation will be 10:00am to 9:00pm Tuesday through Saturday, and 10:00am to 5:00pm Sundays. We may close the Bar/Lounge area to members from time to time to provide catered food service to participants before or after scheduled shooting events. In addition, scheduled shooting events may be held on Mondays when the facility is typically closed.

Catering Kitchen

If approved, we intend to have Caterers provide pre-cooked food into the catering kitchen, to be plated in the kitchen and served to the customers before or after coordinated shooting events. Cleaning of the plates, glassware, and utensils will be done off site by caterer. Serving capacity is 150 seats.

Classroom

Located in the southeast corner of the Clubhouse, our proposed classroom will provide occupancy for 25-30 students plus instructor(s). We intend to offer this space to outside instructors for CCW permitting, firearm safety, and long-range shooting clinics.

Outdoor Patio

Located outside on the west side of Lounge area, we intend to have a patio with outdoor seating. This space will be made available to members and non-members for use before and/or after their shooting activity.

Licensing, Permitting, and Building/Fire Code

Licensing/Permitting: Bryan Paulsen, registered Architect with ISG, has had preliminary conversations with Jesse Harmon from Brown-Nicollet Environmental Health regarding the needs for the catering kitchen and bar area. The design will include the required plumbing fixtures and finishes required to meet the code. Discussed was the following:

- Catering Kitchen
 - 3 compartment sink with drainboards
 - 1 hand sink
 - Toilet room for catering staff
 - Appliances to meet ANCI/NSA requirements
 - All floor, wall, ceiling, countertops and cabinets finishes to comply with Health Dept requirements
- Bar
 - Hand sink
 - Dunk sink
 - Appliances to meet ANSI/NSA requirements
 - All floor, countertops, and cabinets to comply with Health Dept. requirements

Building Code: A letter from Bryan Paulsen, registered Architect with ISG, has been submitted with this Proposal and outlines his intent to design the Clubhouse to the following codes:

- 2020 Minnesota Building Code
- 2020 Minnesota Energy Code
- 2020 Minnesota Accessibility Code
- 2015 Minnesota Plumbing Code
- 2020 Minnesota Fire Code
- Minnesota Electrical Code (2017 National Electrical Code)

Fire Code: Bryan Paulsen, registered Architect with ISG, has spoken with the State Fire Marshall's office regarding the project and their need for plan review. As currently designed, fire protection is not required if the design meets floor and area separations. A revised preliminary code review (dated Apr. 20, 2020) has been submitted with this Proposal.

State Inspection: Because the Bar/Lounge area has a concentrated occupant load of over 200 people, our Architect and Building Contractors understand the requirement for state inspection. Construction documents and application will be submitted to the Minnesota Department of Labor and Industry (DLI) for building code review and approval before Clubhouse construction will begin.

CARRIAGE HOUSE

The Carriage House (3-stall garage with apartment above) is being proposed to provide heated equipment storage, workshop, and indoor parking for onsite caretaker. If approved, the onsite caretaker will occupy the upstairs apartment. A floor plan of the Carriage House has been submitted to Nicollet County with previous submission of supporting documentation.

The main parking area in the lower level of the proposed garage will be an open space with no walls. There will not be a bathroom in the garage, however we would like to have one sink basin and a hose outlet to be placed in an interior wall. The sink will be used for basic handwashing and will not be used for disposal of chemicals or hazardous material.

We intend to locate a workshop area in the back of the lower level of the proposed garage that will be separated by a firewall. This enclosed area is planned to include a work bench where guns can be cleaned, scopes can be installed on rifles, and archery bows can be tuned and serviced. We intend add special ventilation to this enclosed space as well as specialized procedures for the storage of gun-cleaning chemicals and for the removal of hazardous waste. Since we anticipate generating less than 220 pounds or 22 gallons of hazardous waste per month, we will bring the hazardous waste to a licensed Very Small Quantity Generator (VSQG). Upon approval of our CUP amendment, we will apply for a hazardous waste ID and pre-apply to the collection program.

Upon approval of our CUP amendment, we will submit a revised floor plan for the proposed Carriage House building permit that will show the placement of the sink basin and provide specifics for ventilating and fireproofing the enclosed work area. It has been confirmed that the addition of the sink basin will not impact his preliminary septic plan.

GENERAL OCCUPANCY

The general usage throughout the range will vary by time of year and time of day. For instance, during the winter months of November through March, we intend to close the Sporting Clays Course, the Trap Fields, Short Range, and Target Range. We intend to keep the Long Range and Outdoor Archery Range open year-round. During the winter months, the Clubhouse will remain open for use of shooting simulator and classroom instruction for CCW firearm safety, etc.

An organized shooting event, such as a corporate Sporting Clays shooting event, may increase the occupancy of that course for an hour or two, until the group is welcomed into the Bar/Lounge for lunch and refreshments following the shoot. Organized shooting events like these will not require special event considerations but will be a part of regular business operations. We intend to manage the number of shooters during these events by requiring pre-registration and can cap the number of participants as our occupancy limitations require.

Occupancy during regular business days is expected to include individual customers using the shooting facilities as well as participants in organized shooting events (corporate and fundraising) or instructional shooting classes (such as CCW, firearm safety, etc.). The total occupancy of the facility as a whole is not expected to exceed 150 people at any given time during regular business operations. Our designated parking areas (included grass covered areas for designated overflow parking) have a combined total of 263 parking stalls. The clubhouse has been designed to meet the required number of restrooms for the occupancy load. In addition, we intend to have portable outhouses placed conveniently near several of the outdoor shooting ranges.

Occupancy during special event days could be 300-500 people. We anticipate there may be 3-5 special shooting events per year. A couple examples of these types of events may include shooting tournaments or vendor-sponsored shooting demonstrations or shooting instructional clinics.

When storms or inclement weather are imminent, we understand these shooting events may need to be shut down (participants and spectators required to leave the premises) or may require cancellation or postponement. In emergency situations, we intend to shelter as many people as occupancy limits allow in the Clubhouse and garage of Carriage House, however our proposed building floor plans do not currently include designated storm shelter areas.

When special shooting events take place, we intend to have tents erected to provide outdoor shelter for participants before and after their shooting activity, and to prevent violation of the Clubhouse occupancy limit. During these times we will provide additional portable outhouses and will direct guests to designated overflow parking.

During special shooting events, if use of overflow parking is anticipated, we intend to hire temporary staff and place additional signage to direct customers to designated parking areas. Food service during these types of shooting events will be provided by caterers.

We have spoken with Scott Thompson, District Traffic Engineer for MnDOT, who said MnDOT will coordinate with us to mitigate rear-end type crashes with west bound traffic turning left onto 547th Lane. During special events, MnDOT will provide a portable stand-mounted sign approximately 1000 ft. before the intersection of Hwy 14 and 547th Lane. The sign would warn drivers of special event traffic and say something like, "Watch for turning vehicles". This would notify westbound traffic that vehicles may be stopped ahead waiting to turn left.

Mr. Thompson also let us know that MnDOT is scheduled to begin work on the four-lane from Nicollet to New Ulm in 2022, with planned completion in 2024. MnDOT currently has a left turn lane in the highway design to provide a turning lane off of the westbound highway.

SEWAGE DISPOSAL / SEPTIC / PORTABLE OUTHOUSES

Septic System

Preliminary plans have been discussed with Drew Seppmann to meet current proposed facility size/usage. The Proposed Site Plans created by ISG depict appropriately sized septic tank dimensions and primary/alternate drain field dimensions and location. A septic site design will be submitted for review and permitting prior to any construction taking place. If any additional information is needed, Seppmann is available for discussion.

Portable Toilets

Although the Proposed Site Plan created by ISG does not specify the location of portable toilets, it is our intention to provide them near the parking areas for the Long Range, Sporting Clays Course, and Trap Field.

SOLID WASTE DISPOSAL / USE AND DISPOSAL OF CHEMICALS

Solid Waste Disposal

We intend to have trash receptacles throughout the grounds, near each shooting station, and throughout the buildings. A dumpster near the clubhouse will be used to collect contents of all trash receptacles and will be emptied on a regular basis by a waste management service.

Use of Chemicals

We anticipate the use of chemicals that will include general cleaning supplies, gun-cleaning solvents, and chemicals used for grounds maintenance (such as weed control and fertilizer). These items will be stored in the shop area of carriage house (lower level).

Disposal of Hazardous Waste

Since we anticipate generating less than 220 pounds or 22 gallons of hazardous waste per month, we will bring the hazardous waste to a licensed Very Small Quantity Generator (VSQG). Upon approval of our CUP, we will apply for a hazardous waste ID and pre-apply to the collection program.

PARKING

The proposed parking areas on the northwest side of Clubhouse, as well as the parking areas near the various shooting areas, will be gravel.

The Proposed Site Plans created by ISG (Revised Site Plans, sheet 2) depict the location of proposed parking areas. Sizes and number of parking stalls is as follows:

- Proposed Concrete Clubhouse Parking – 5 stalls, approx. 20' x 50'
- Proposed Gravel Clubhouse Parking – 37 stalls, approx. 86' x 150'
- Proposed Grass Overflow Parking (NW Clubhouse) – 32 stalls, approx. 66' x 170'
- Proposed Grass Overflow Parking (SE of Long Range) – 85 stalls, approx. 170' x 218'
- Proposed Gravel Long Range Parking – 9 stalls, approx. 20' x 90'
- Proposed Gravel Outdoor Archery Parking – 18 stalls, 2 @ 20' x 90'
- Proposed Gravel Trap Field Parking – 20 stalls, 2 @ 20' x 100'
- Proposed Gravel Short Range Parking – 36 stalls, approx. 30' x 360'
- Proposed Gravel Target Range Parking – 5 stalls, approx. 20' x 50'
- Existing Gravel Sporting Clays Parking – 16 Stalls, approx. approx. 45' x 170'

STORMWATER BMPs

The proposed stormwater locations have been revised to greater than 10' from the property lines. These stormwater locations have been identified on the latest Proposed Site Plan, pages 2 and 3 (the easterly BMP area near the Carriage House driveway has been removed.)

SIGNAGE

If approved, the current sign located near the business driveway entrance will be removed and replaced with a new sign in a similar location. We will maintain county required 10' setback from property line, as determined/surveyed and will seek approval by Nicollet County prior to any work being performed.

Additionally, we will be requesting two blue MnDOT "Guide Signs" to be placed along Hwy 14 (one for eastbound traffic and one for westbound traffic) and will coordinate with MnDOT on permitting and installation. Once the MnDOT Guide Signs are installed, the existing wood panel "River Ridge Gun Club" business sign along Hwy 14 will be removed.

For location of proposed signage, please refer to page 8 of the latest Proposed Site Plan provided by ISG.

MEMBERSHIP

It is our intention that River Ridge Gun and Archery Club be open to the general public with access to all shooting courses and ranges, Pro Shop, Simulator, and Outdoor Patio. We plan to offer memberships that will provide discounted pricing on use of shooting ranges, courses, and simulator, as well as discounts on pro shop merchandise. Members will also receive members-only access to the Clubhouse Bar/Lounge area to be used before/after their shooting activity. Unless participating in a coordinated shooting event or instructional shooting class, the general public (non-members) will not have access to the Bar/Lounge.

PUBLIC ACCESS

Our plan is for the general public to enjoy access to all shooting courses and ranges, Simulator and Pro Shop. General use of the Clubhouse Bar/Lounge will be reserved to members only, although use of this space will be provided to non-members when they participate with a group in organized shooting events, instruction, and training events where catered food service is included.

DISCOUNTED PRICING TO MILITARY AND LAW ENFORCEMENT

With gratitude to those who serve, we intend to offer discounted access to shooting ranges for active military, military veterans and current law enforcement professionals.

HOURS OF OPERATION

The planned hours of operation for River Ridge will be:

Tuesday through Saturday:

10am – sunset: Outdoor shooting (firearms and archery)

10am – 9pm: Clubhouse (including Pro Shop, Simulator, Bar/Lounge)

Sundays:

10am – 5pm: Outdoor shooting (firearms and archery)

10am – 5pm: Clubhouse (including Pro Shop, Simulator, Bar/Lounge)

The intended scheduling of organized shooting events and special shooting events will take place during the same hours of operation but may be held on Mondays when the facility is typically closed.

From November 1 – March 31, we intend to close down the following activities:

Sporting Clays, Short Range (including designated bay for Target Range), and Trap Field (Long Range and Outdoor Archery Range will remain open year-round).

NOISE COMPLAINTS

When noise complaints are received, our planned procedures will include a manager documenting the complaint (date, person making the complaint, and description of the complaint). Manager will then refer to Minnesota's Shooting Range Protection Act (Chapter 87A) to ensure the Club's operations are within the guidelines of the Act.

TRESPASSING

We will attempt to prevent trespassing onto the property by adequately posting signs along the property boundaries. We also intend to have a main gate at the property entrance which will remain closed and locked during non-business hours. If trespassing occurs, local law enforcement will be contacted.

To keep customers from trespassing onto adjacent properties, we intend to distribute maps to customers at check-in which will clearly indicate property boundary lines, shooting areas, and course trails. In addition, signs will be posted along the property boundaries.

OPERATING PROCEDURES

We fully intend to seek guidance from every resource available to us including state and county authorities, law enforcement, the NRA, MN DNR, and the National Shooting Sports Foundation (NSSF). All key employees will be required to complete the Range Development & Operations Course offered by the NRA, as the NRA range guidelines are also currently followed by the MN DNR.

Range safety will be our primary concern. We will take deliberate steps in all decision-making as our club develops through range design and construction of facilities. The development of standardized operational procedures will be crucial to maintain an environment of order and safety to all customers and staff. We plan to implement and display signage stating safety rules and guidelines that will be enforced. We plan to have staff receive ongoing training and instruction that is most relevant to their area of work.

SUMMARY

River Ridge Gun and Archery Club aims to be a premier location for shooting enthusiasts looking for a high-quality experience to enjoy their shooting activities.

We believe hunting is a great way to appreciate the outdoors and is a tradition many people around southern Minnesota enjoy with family and friends. River Ridge will provide a unique setting for the public to sight in rifles, practice shotgun shooting technique, or participate in a competitive element that can be enjoyed with shooting sports.

Given the growing trend in people gaining interest in owning firearms for personal security, we are also committed to providing a comfortable facility for classroom instruction and proficiency training on the range.

Archery is an activity that ties in well with firearm shooting activity and can be promoted as another alternative with the sport of hunting as well as competitive archery shooting. Archery is also gaining popularity as an outdoor activity families and friends can do together.

Providing a tastefully designed Clubhouse facility will be a draw for organizations looking to host organized events centered around shooting sports, and our members are sure to enjoy having a comfortable place to sit and have snacks and refreshments following their shooting activity. The shooting Simulator can be enjoyed year-round. It is a great way to introduce inexperienced shooters to techniques they will be looking to develop, and it will provide proficiency practice to all shooters without the expense of ammunition.

In summary, we believe the expanded activities we are seeking to provide at River Ridge Gun and Archery Club will be well-received by the local community and have the potential to attract customers from outside of the immediate area.

150

COURTLAND TWP.	MINNESOTA
----------------	-----------

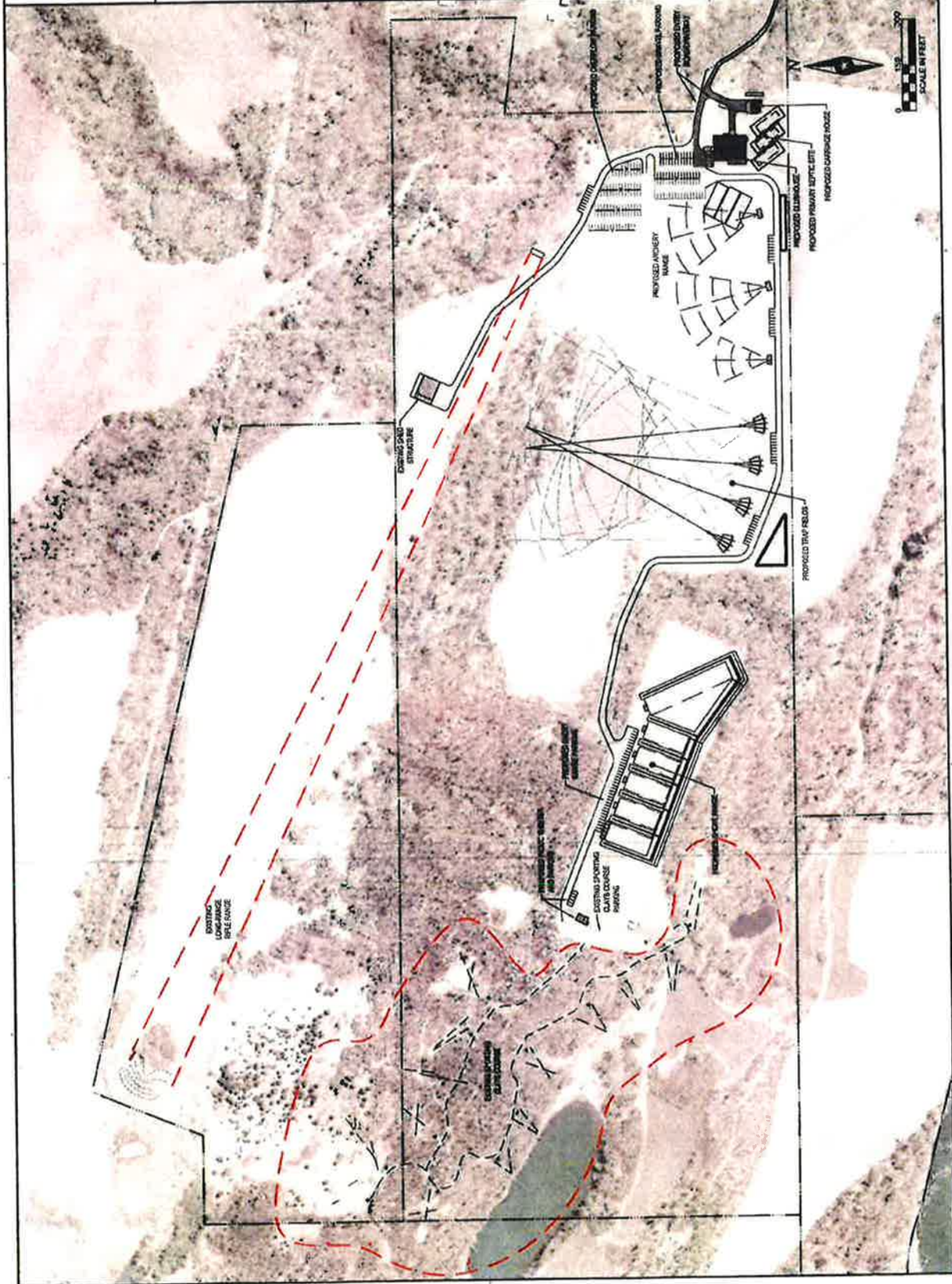
CLIENT PROJECT NO.	
--------------------	--

OVERALL SITE PLAN

PLAN

三

4



ATTACHMENT G.2

Site Plans – ISG



THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF ISG GROUP INC. AND MAY BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. ANY OTHER USE WITHOUT THE WRITTEN CONSENT OF ISG GROUP INC. IS PROHIBITED.

DATE: 08-10-2010
 PROJECT: RIVER RIDGE GUN AND ARCHERY CLUB
 CLIENT: RIVER RIDGE GUN AND ARCHERY CLUB

PROJECT: RIVER RIDGE GUN AND ARCHERY CLUB

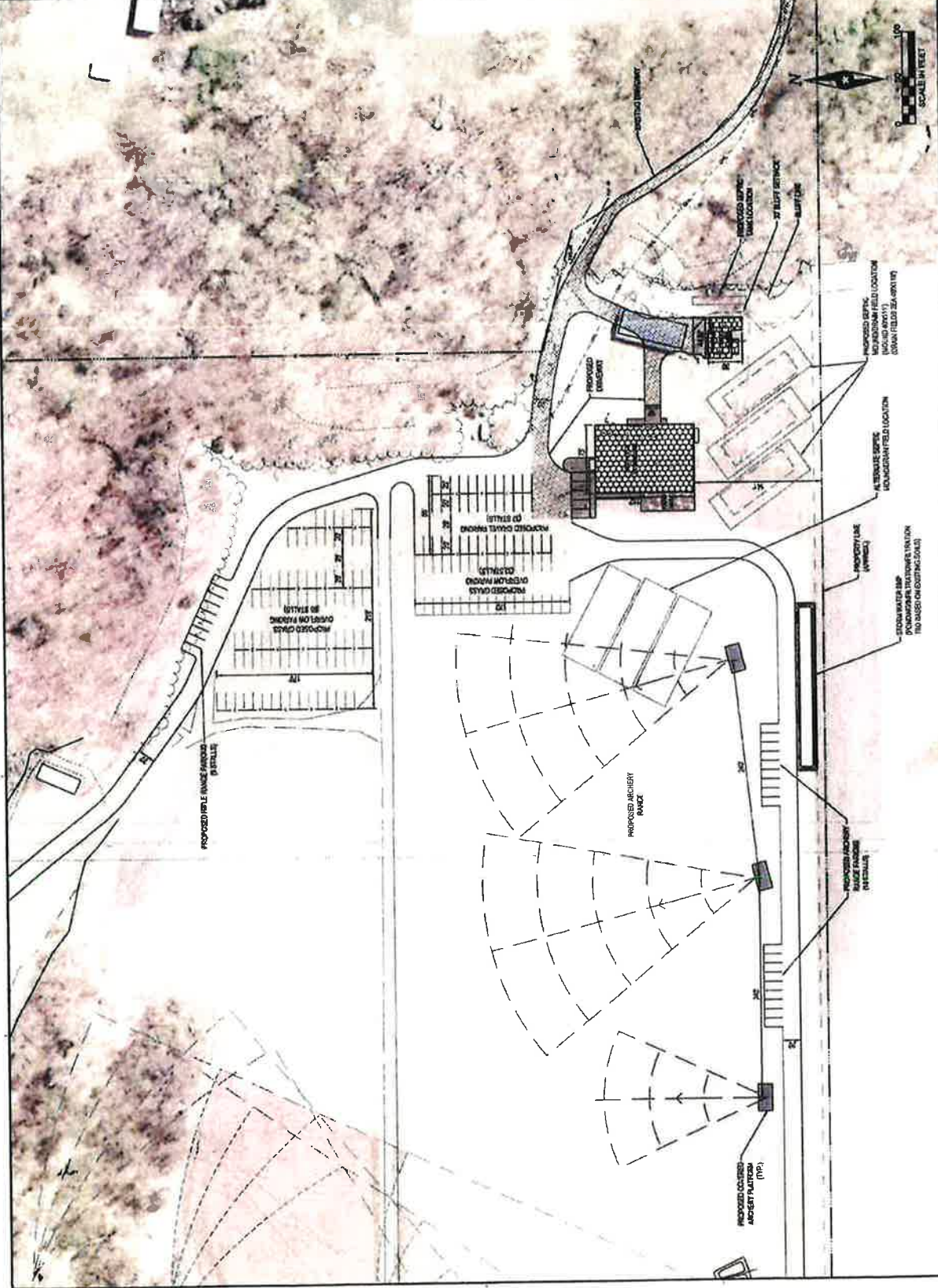
COURTLAND TWP. MINNESOTA

DATE: 08-10-2010
 DRAWN BY: J. H. HARRIS
 CHECKED BY: J. H. HARRIS
 ORIGINAL SCALE: 1"=40' 0"

PROJECT NO: 20-23889
 TITLE: RIVER RIDGE GUN AND ARCHERY CLUB
 CLIENT: RIVER RIDGE GUN AND ARCHERY CLUB
 CLIENT PROJECT NO: 20-23889

PROPOSED SITE PLAN

2



THE ONLY COUNTRY THAT THIS PLAC SPECIFICATION OR REPORT WAS ISSUED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A QUALIFIED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

DATE _____ LC NO. _____

THIS DOCUMENT IS THE PROPERTY OF I & S GROUP,
INC. AND MAY NOT BE USED, COPIED OR DUPLICATED
WITHOUT THE WRITTEN CONSENT OF I & S GROUP.

**RIVER RIDGE GUN
AND ARCHERY
CLUB**

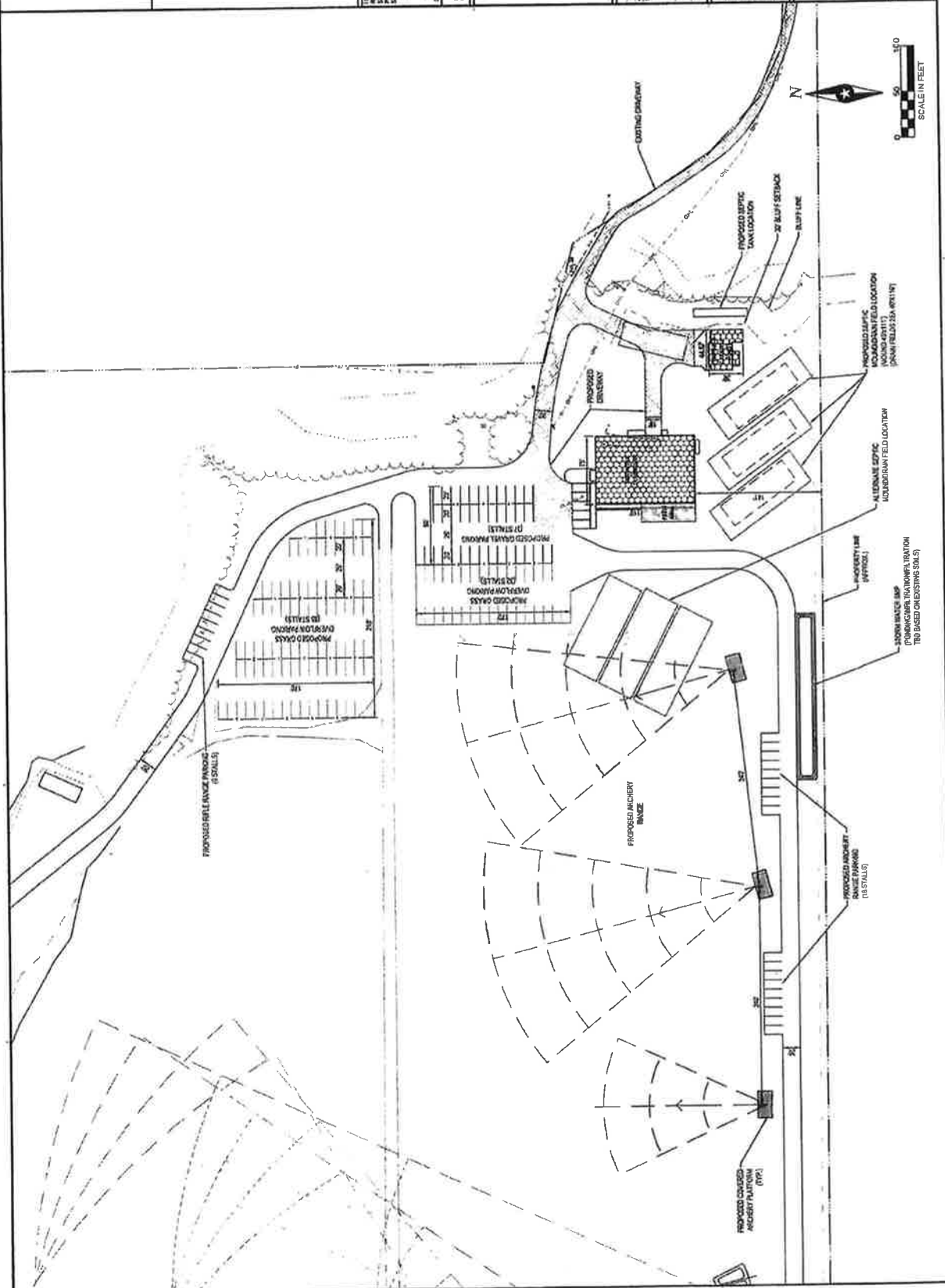
COURTLAND TWP.		MINNESOTA	
REVISION NUMBER			
DATE	DESCRIPTION	BY	APP
06-10-06	00122 NEW		
05-05-06	00122 NEW		

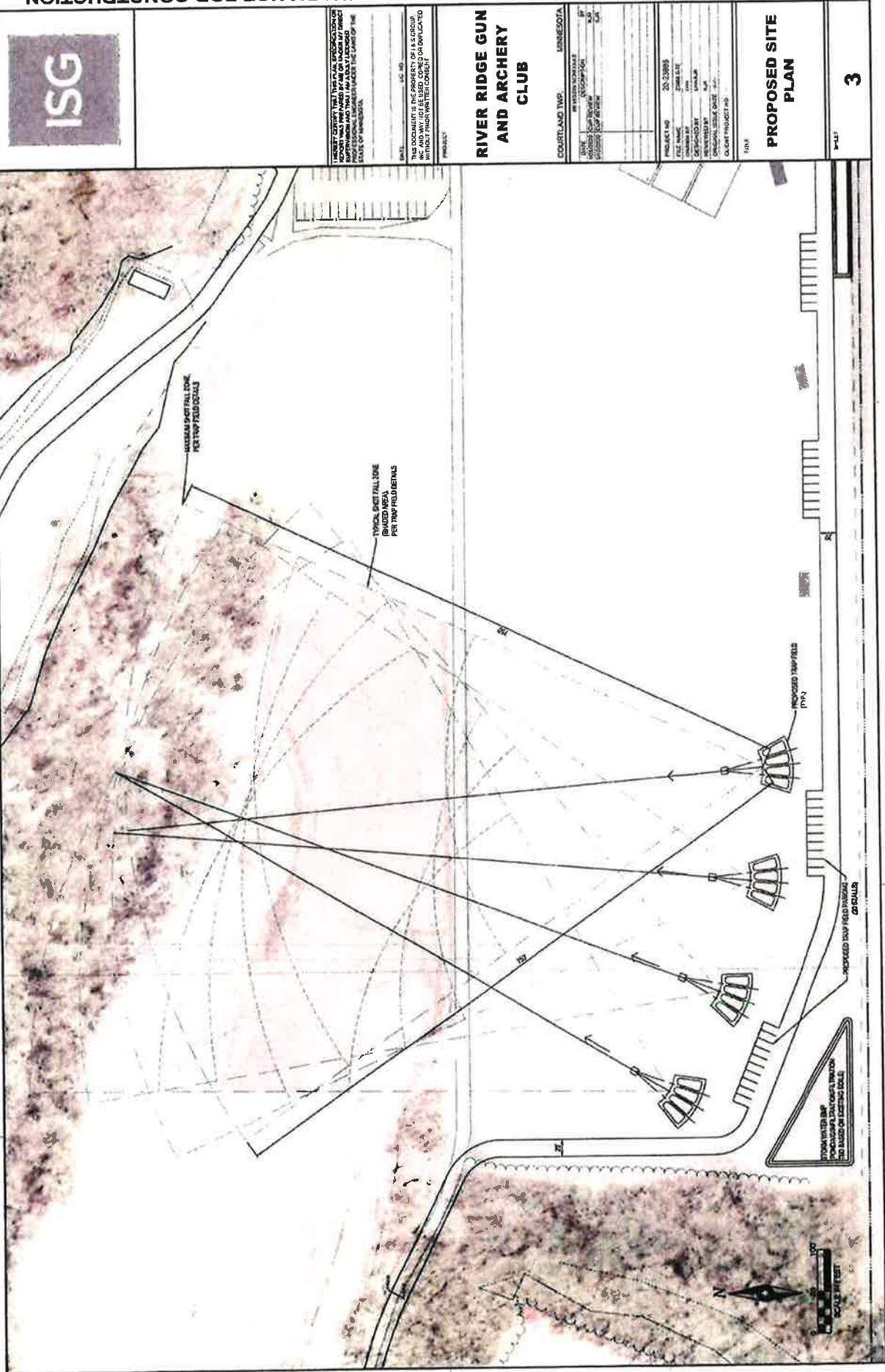
PROJECT NO.	20-22886
FAC NAME	PRIME S. INC.
ISSUING OFF	PRIME
DESIGNED BY	LANE & J.
NEW YORK	NEW YORK
CLIENT PROJECT NO.	

400

PROPOSED SITE PLAN

2a





THIS DOCUMENT IS THE PROPERTY OF ISG GROUP INC. AND MAY NOT BE REPRODUCED OR DISSEMINATED WITHOUT PRIOR WRITTEN CONSENT.

RIVER RIDGE GUN AND ARCHERY CLUB

COURTLAND TWP. MINNESOTA

DATE	20-23898
BY	20-23898
PROJECT NO.	20-23898
PROJECT NAME	20-23898
OWNER	20-23898
DESIGNER	20-23898
ENGINEER	20-23898
ORIGINAL ISSUE DATE	20-23898
CLIENT PROJECT NO.	20-23898

PROPOSED SITE PLAN



THESEY COUNTY THAT THIS PLAN SUPERSEDES ALL PREVIOUS PLANS FOR THE SAME PROJECT. THE CLIENT ACCEPTS THE RISK OF CONSTRUCTION AND THAT THE PLAN IS NOT A GUARANTEE OF THE ACCURACY OF THE INFORMATION PROVIDED. THE CLIENT ACCEPTS THE RISK OF CONSTRUCTION AND THAT THE PLAN IS NOT A GUARANTEE OF THE ACCURACY OF THE INFORMATION PROVIDED.

THE DOCUMENT IS THE PROPERTY OF I & G CONSULTING AND MAY NOT BE USED, COPIED OR REPRODUCED WITHOUT THE WRITTEN CONSENT OF I & G CONSULTING.

PROJECT

RIVER RIDGE GUN AND ARCHERY CLUB

COURTLAND TWP. MINNESOTA

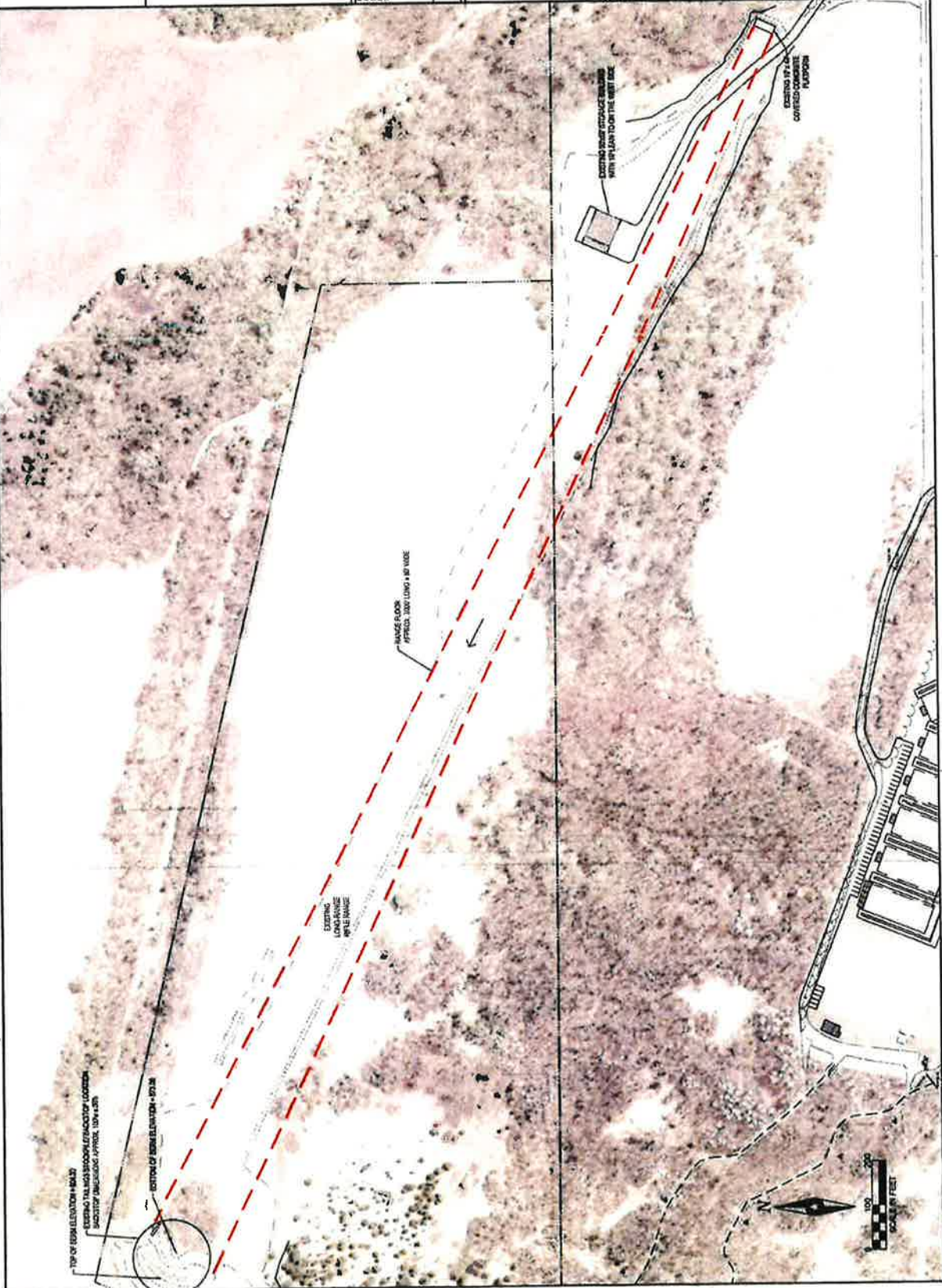
DATE: 10/10/2018
DRAWN BY: J. H. HARRIS
CHECKED BY: J. H. HARRIS
APPROVED BY: J. H. HARRIS

PROJECT NO: 20-13208
SITE NAME: RIVER RIDGE
OWNER: J. H. HARRIS
CLIENT: J. H. HARRIS
GENERAL NOTES: SEE PLAN
CLIENT PROJECT NO: 20-13208

DATE: 10/10/2018

PROPOSED SITE PLAN

5





I HEREBY CERTIFY THAT THE PLANS SPECIFICATION ON THE REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

DATE _____ UK INC _____

THIS DOCUMENT IS THE PROPERTY OF I & S GROUP, INC. AND MAY NOT BE USED, COPIED OR DUPLICATED WITHOUT WRITTEN CONSENT.

**RIVER RIDGE GUN
AND ARCHERY
CLUB**

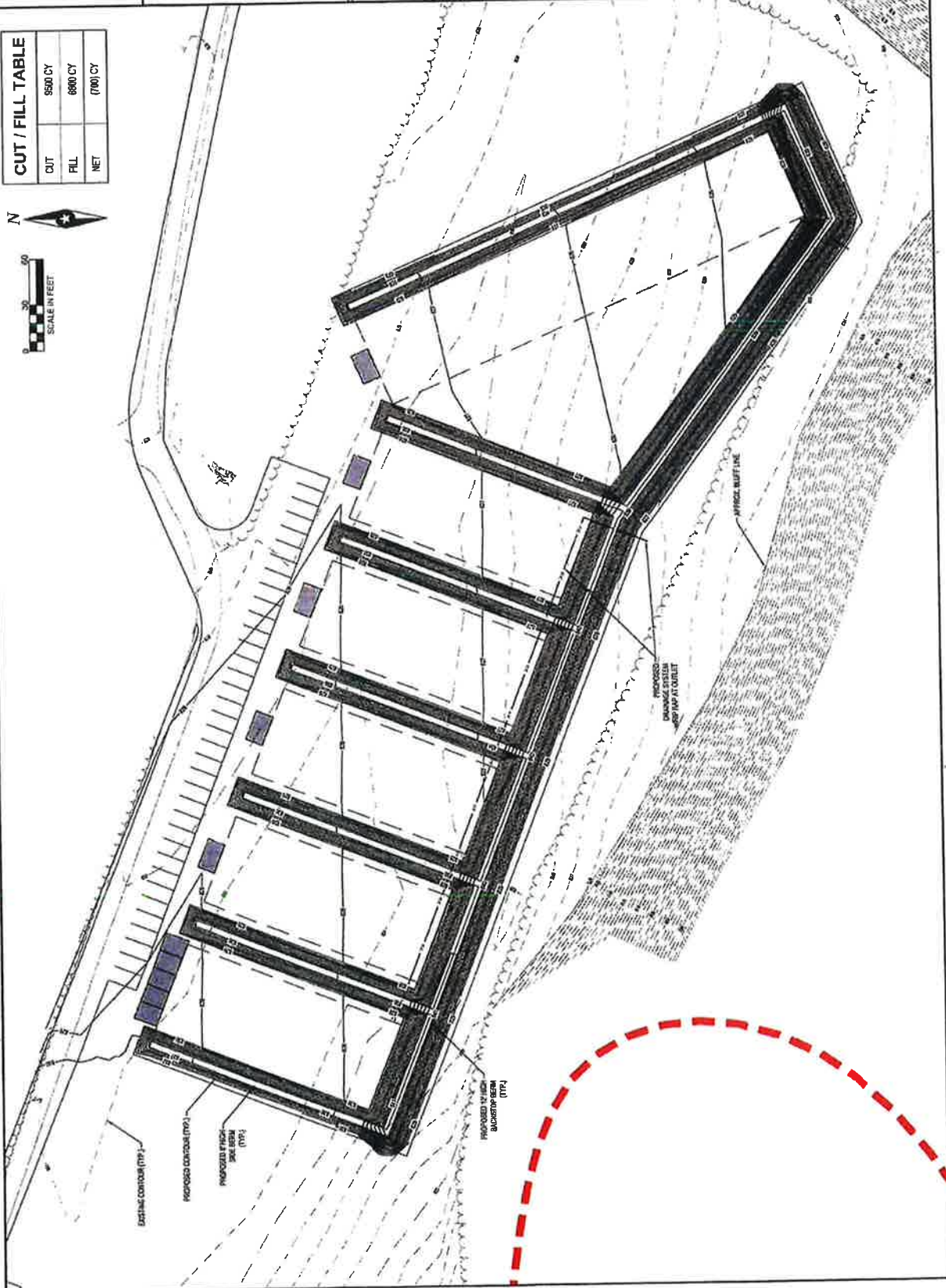
COURTLAND TWP		MINNESOTA	
REVISION JOURNAL			
DATE	DESCRIPTION	BY	APP
04/26/08	EXP 30000	JUL	
04/26/08	EXP REVIEW	JUL	

PROJECT NO	20-2333
FILE NAME	FRAN 300000
CHARGE BY	LINE
THE BANK OF	LINE NAME
NEW YORK NY	6.0
CARDINAL ISSUE DATE	10/10/00
CLIENT PROJECT NO	

SITE GRADING PLAN

6
 10/10/10

CUT / FILL TABLE	
CUT	9500 CY
FILL	6900 CY
NET	(700) CY





May 11, 2020

Ms. Christine Michaletz
River Ridge Gun and Archery Club, LLC
150 St. Andrews Ct., Suite 210
Mankato, MN 56001

cmichaletz@gmail.com

RE: SITE-SPECIFIC ENVIRONMENTAL STEWARDSHIP PLAN

Dear Ms. Michaletz:

Metals Treatment Technologies, LLC (MT2) is pleased to present the attached proposal for the development of a site-specific Environmental Stewardship Plan (ESP) for the River Ridge Gun and Archery Club, located at 47028 547th Lane, Courtland, MN 56201 (Customer) located at 47028 547th Lane in Courtland Minnesota. Our project objectives are to support the you in your planning to meet National Shooting Sports Foundation (NSSF) *Environmental Aspects of Construction and Management of Outdoor Shooting Ranges* and US EPA *Best Management Practices (BMP) for Lead at Outdoor Shooting Ranges* guidance for the development of a site-specific Environmental Stewardship Plan (ESP). MT2 proposes to provide all necessary labor, materials, equipment, tools, transportation, and supervision required to perform environmental range assessment tasks and ESP preparation in compliance with the specified US EPA and NSSF guidance documents as well as applicable federal, state and local standards.

MT2 has unmatched firing range services credentials and capabilities:

MT2 is an acknowledged leader in the preparation of ESPs to cost-effectively support the implementation of firing range best management practices. MT2 has demonstrated unmatched credentials and capabilities in performing firing range assessment and in the development of ESPs nationwide. Our team will provide additional value for the following reasons:

- ✓ **Environmental Stewardship Plan Expertise:** Our team has worked together for many years, and has extensive experience assisting range owners and operators to understand and meet recommended firing range Best Management Practices including the development of **100's of site-specific Environmental Stewardship Plans**. MT2 is the nation's leading provider of firing range services including range assessment and remediation, lead reclamation and recycling, and range maintenance. MT2's team includes our embedded Senior Technical Consultant Mr. Dick Peddicord who is one of the nation's leading firing range environmental expert. In fact, he was instrumental in the development of the specified NSSF and US EPA guidance documents.
- ✓ **Regulatory Expertise:** ***We understand the legal regulatory requirements better than most state regulators, and even train range owners on OSHA/RCRA compliance.*** MT2 offers the professional services of our highly experienced staff to support range owners/operators in dealing with a wide range of regulatory issues. Federal environmental statutes and dozens of state and local regulations typically have relevance to outdoor ranges. Concerns include potential lead in air emissions, personnel and client lead exposure, and environmental contamination of soil, wetlands, and groundwater. Applicable Federal and state environmental statutes and regulations include Clean Water Act, RCRA, Occupational Safety & Health Administration (OSHA) and Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) and California regulations including DTSC.

ATTACHMENT G.3
Environmental Stewardship Quote



- ✓ **Staff Experience and Expertise:** Our team personnel have on average 24 years overall environmental experience including performing lead removal and lead maintenance at over **2,500 ranges nationwide including Pennsylvania Game Commission Firing Range Maintenance and ESP Preparation for 47 ranges statewide, the USDA Forest Service Daniel Boone National Forest Firing Ranges ESP and Safety Plan development, and Georgia DNR ESP program.** This expertise saves time and money for our customers since there will be no learning curve that may be incurred by less experienced firms. Our field staff maintain all applicable OSHA HAZWOPER certifications.
- ✓ **Nationwide Experience:** Our team **has more experience assisting shooting ranges with environmentally sound operation than any other.** In addition to the projects listed above, Dick Peddicord and MT2 have worked together to provide environmental range services for clients such Maryland Department of Natural Resources, Vermont Fish and Game, New York Police Dept. (NY), ATA Home Grounds (OH), PSSA and Valley Gun Club (PA), and Boy Scouts of America (CO and CT).

Our experience and recognized leadership provide the best available "peace of mind" in dealing with environmental management of recreational shooting ranges. Please contact me at 888-435-6645 or E-mail: jbarthel@mt2.com to discuss your project in further detail.

Sincerely,

James M Barthel
President/CEO



Proposal: Site-Specific Environmental Stewardship Plan

Prepared for: Ms. Christine Michaletz; cmichaletz@gmail.com
River Ridge Gun and Archery Club, LLC; 150 T. Andrews Ct., Mankato MN 56001

May 11, 2020

Page 6

1.0 PROJECT UNDERSTANDING

1.1 BACKGROUND

MT2 understands that the River Ridge Gun and Archery Club, LLC (Customer) wishes to procure the development of an Environmental Stewardship Plan (ESP). This includes furnishing labor, materials, equipment, supervision, transportation, operating supplies, and other resources needed to prepare the plan.

1.2 TECHNICAL APPROACH

MT2's project objectives are to support the Customer in meeting US EPA and NSSF recommended Best Management Practices (BMP) through the development of site-specific ESP. This ESP will serve as a written guide for planning, implementing, monitoring and documenting the progress of environmental management and improvements at your range. MT2's ESP development tasks will include:

- Regulatory Review
- Site Assessment
- Plan of Action
- Qualitative Risk Evaluation
- Implementation Plan
- Measurement of Success
- Review and Revision

The major work tasks to accomplish this are as follows:

1.2.1 Task 1 – Project Initiation

Upon agreement to proceed, MT2 will initiate the following tasks to support this project including:

- Discovery (checklist and informational resources provided by the Customer): including plans, maps, relevant correspondence, site ground level photographs
- Regulatory Review: MT2 offers the professional services of our highly experienced staff to support range owners/operators in dealing with a wide range of regulatory issues. Federal environmental statutes and dozens of state and local regulations typically have relevance to outdoor ranges. Concerns include potential lead in air emissions, personnel and client lead exposure, and environmental contamination of soil, wetlands, and groundwater. Applicable Federal and state environmental statutes and regulations include Clean Water Act, RCRA, Occupational Safety & Health Administration (OSHA) and Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA).
- Range Condition Assessment: MT2 will perform an initial review of conditions at each range based on information provided by the Customer (in an MT2 Checklist), and review of any additional information as determined sufficient to complete the Assessment and ESP including Google Earth Image analyses. MT2 will conduct a review of the current conditions of the site with the Customer or cognizant range representative. If any potential safety concerns are noted during the site assessment, MT2 will immediately discuss the potential concerns with the Customer Representative. MT2 will also provide an e-mail description of the potential concern.



Proposal: Site-Specific Environmental Stewardship Plan

Prepared for: Ms. Christine Michaletz; cmichaletz@gmail.com
River Ridge Gun and Archery Club, LLC; 150 T. Andrews Ct., Mankato MN 56001

May 11, 2020

Page 7

1.2.2 Task 2 – Environmental Stewardship Plan Preparation

The ESP developed will provide site-specific frameworks to guide environmental management of lead and other shooting-associated materials consistent with applicable regulations and case law. The ESP will be explicitly consistent with US EPA and NSSF guidance.

The following general ESP outline provides a brief summary of the topics that will be addressed in each section, and the anticipated approximate length of each section as an indication of the level of detail in which the topics will be addressed.

- **Introduction.** General overview of the property and the shooting activities that occur there. Approximately 1 page.
- **Purpose and Goals.** Summary of the purpose of the ESP and the goals that its implementation will achieve. Approximately 1 page.
- **Site Assessment.** Discussion of the shooting-associated materials (including bullets, shot and clay targets) used on the range, and their potential environmental behavior and concerns. Description of the environmental setting of the range, including any previous uses of the property that may affect environmental conditions. Approximately 4-7 pages.
- **Site-Specific Best Management Practices.** Description of specific Best Management Practices (BMPs) to be implemented to achieve the ESP goals in the context of the site conditions. A possible decision to close the range at some point in the future will be considered. Typically, 8-15 BMPs are recommended in approximately 6-12 pages.
- **Implementation Guidance.** Schedule and responsibilities, developed in consultation with the Customer, for implementation of the BMPs identified in the previous section. Approximately 4 pages.
- **Measuring Success.** Guidance on documenting accomplishment of the BMPs. Approximately 1 page.
- **References.** Complete references for all documents cited in the ESP. Approximately 1 page.
- **Appendices.** Appendices will provide supplemental information to aid in implementing key BMPs. Typical appendix topics include, for example:
 - Checklist of considerations in selecting lead reclaimers
 - Procedures for soil pH measurements
 - Soil pH data form
 - Considerations for developing recordkeeping procedures

1.3 SCHEDULE

MT2 will coordinate a call to the Customer within 1 week of contract award to ensure introductions and to coordinate transfer of required range information. Within 30 calendar days, MT2 will prepare and submit a draft FSP for review/comment by Customer. The Customer will provide comments within two weeks of receipt of the draft ESP. MT2 pricing includes one round of edits/comments. The final ESP will be revised to address all comments on the draft.



Proposal: Site-Specific Environmental Stewardship Plan

Prepared for: Ms. Christine Michaletz; cmichaletz@gmail.com
River Ridge Gun and Archery Club, LLC; 150 T. Andrews Ct., Mankato MN 56001

May 11, 2020

Page 8

1.4 PRICE

\$6,000 to be paid as follows:

- Payment invoice will be issued by MT2 upon completion of Final ESP. Payment by Customer will be provided to MT2 within 15 days of Customer's receipt of MT2 final invoice and Final ESP document.

2.0 QUALIFICATIONS AND EXPERTISE

With over 18 years' experience, MT2 is recognized as the nation's largest professional contractor providing comprehensive indoor and outdoor firing range services including design/build; assessments; maintenance/upgrades/improvements; proprietary technologies maximize lead reclamation/remediation; construction and trap installation; soil treatment; lead dust abatement; and facility closure. MT2 brings extensive experience in all aspects of firing range lead maintenance including regulatory assessments, development of ESPs, lead reclamation and recycling, lead stabilization of soils, and reconstruction and improvement of ranges. This expertise saves time and money for our customers since there will be no learning curve that may be incurred by less experienced firms. Our embedded Senior Consultant, Dick Peddicord is acknowledged as a national leader in environmentally sound and economically realistic management guidance for outdoor shooting ranges consistent with applicable regulations and case law. Since being established in 1997, Dick Peddicord & Company, Inc. has prepared site-specific ESPs for over 115 outdoor shooting ranges in 24 states. Representative MT2 projects include, but are not limited to the following:

Pennsylvania Game Commission Statewide Lead Recovery and Firing Range Maintenance – Harrisburg, PA:

MT2 was selected by the Pennsylvania Game Commission, to perform environmental lead recovery, monitoring, and maintenance activities for 47 firing ranges state-wide and for the preparation of Environmental Stewardship Plans for each range. All lead activities were performed to EPA Firing Range Best Management Practices guidelines and applicable Pennsylvania regulations. MT2 recovered lead and brass bullets and bullet fragments from impact areas, sampled, analyzed and monitored soil conditions, recycled recovered lead and brass, and chemically converted potential leachable lead fines remaining in the soils such that the resulting soils were considered non-hazardous and could be replaced back onto the berms. MT2 excavated, screened, and treated approximately 10,000 of lead impacted soils with levels up to 1,737 mg/L TCLP. **MT2 recovered and recycled approximately 100,000 pounds of lead.**





Proposal: Site-Specific Environmental Stewardship Plan

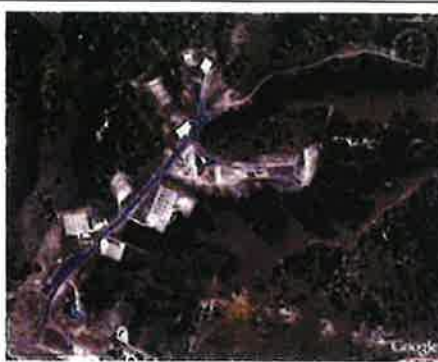
Prepared for: Ms. Christine Michaletz; cmichaletz@gmail.com
River Ridge Gun and Archery Club, LLC; 150 T. Andrews Ct., Mankato MN 56001

May 11, 2020

Page 9

Highlands Ranch Law Enforcement Training Facility Firing Range Lead Maintenance – Highlands Ranch, CO:

MT2 was contracted to provide cost-effective firing range lead maintenance. Over 2,800 officers from 58 law enforcement agencies utilize this facility. The project objectives were to support HRLETF in preventing potential environmental and/or safety issues by removing lead from soils, recycling recovered lead, treating range soil with ECOBOND® lead stabilization technology to less than 5.0 mg/kg TCLP to reduce the impact of lead on the environment and meet US EPA and Colorado Best Management Practices (BMPs) for lead at outdoor shooting ranges, and restore processed range berm soils to operational configuration for continued use and improve future lead recovery efforts. Ongoing activities include yearly review and updates to the HRLETF Environmental Stewardship Program.



Georgia DNR Range Assessments; GA:

MT2 in conjunction with Dick Peddicord & Company was contracted to support Georgia Department of Natural Resources in meeting US EPA and NSSF recommended Best Management Practices (BMP) for 14 ranges statewide through the development of site-specific Environmental Stewardship Plans (ESP) to characterize range conditions and to provide BMP recommendations pertaining to range maintenance and operations. Tasks included 1) Review of historical information; 2) Site visit to each range to observe and document current conditions, take photographs and collect strategic samples; and 3) preparation of Environmental Stewards Ship Plans and Safety recommendations.



Environmental Stewards Ship Plans and Safety recommendations.

Project	Lead Reclamation & Recycling	Soil Treatment	Range Improvement	Assessment & ESP
Aurora Police Department (CO)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Broomfield Police Dept (CO)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Charlotte Rifle & Pistol Club (NC)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Clark Rifles (WA)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Dallas Police Dept (TX)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Daniel Boone National Forest (KY)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Las Vegas Metro Police Dept (NV)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
North Las Vegas Police Department (NV)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
NYPD Rodman's Neck (NY)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Seattle Police Department (WA)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Southern Arizona LETC (AZ)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
The Inn at Pocono (PA)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
USDA Forest Service Alabama (9 ranges)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Vermont Fish and Wildlife (VT)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

Get the Lead Out!

888-435-6645

www.mt2.com

g:\bd services\proposals\01 - outdoor firing ranges\2020\2020 - mn - river ridge esp\mt2 proposal river ridge gun and archery club esp 5.11.2020.docx



Project Contract

Date:	5/11/20	Client	River Ridge Gun and Archery Club, LLC		
Job Number	TBD	Contact	Christine Michaletz; cmichaletz@gmail.com; 507-382-3930		
Project Name	River Ridge Gun and Archery Club, LLC	Location	47028 547th Lane, Courtland, MN 56021		
Contractor	Metals Treatment Technologies, LLC 14045 West 66th Avenue Arvada, Colorado 80004		THE CONTRACT TERMS APPEARING BELOW TOGETHER WITH THE GENERAL CONDITIONS PRINTED ON THE FOLLOWING PAGE AND ATTACHMENTS HERE TO FORM THE SOLE PROVISIONS OF THE ENTIRE CONTRACT		
CONTRACT TERMS					
Description of the Work Perform Develop Site Specific Environmental Stewardship Plan as outlined in Attachment A MT2 Proposal dated 5/11/2020					
Drawings and Specifications None					
Time of Performance Starting at a mutually agreeable date within 1 week of contract award					
Price \$6,000 to be paid as follows: <ul style="list-style-type: none">Payment invoice will be issued by MT2 upon completion of Final ESP. Payment by Club will be provided to MT2 within 15 days of Club's receipt of MT2 final invoice and Final ESP document.					
Terms of Payment: Client payment to MT2 Net 30 days upon receipt of MT2 invoice. If Client payment is late, Client agrees to pay Contractor an additional 1.5% per month on the account and all collection fees for any past due amount owed to Contractor.					
Address for Correspondence/Notices See above					
Attachments (as checked) <input checked="" type="checkbox"/> General Conditions <input checked="" type="checkbox"/> Other (Specify) <input type="checkbox"/> Affidavit A. MT2 Proposal dated 5/11/2020					
Contractor:	Metals Treatment Technologies, LLC		Client:	River Ridge Gun and Archery Club, LLC	
Signature		Date		Signature	



General Conditions

1.0 RESPONSIBILITY

Contractor shall perform the work with diligence, in accordance with good construction practices and in accordance with the drawings, specifications, procedures, and other requirements of this contract. Contractor shall furnish all supervision, labor, facilities, storage, equipment, materials, supplies, and services necessary to perform the work unless otherwise specified in the Project Offer. Contractor shall be solely responsible for payment of all insurance premiums required hereunder. The cost of all wages, salaries, tools, supplies, parts, machinery, equipment, and expenses of whatever nature or description arising out of this contract are to be borne by Contractor.

2.0 INDEPENDENT CONTRACTOR

Contractor shall perform the work as an independent contractor with exclusive control of the methodology and means of performing the work. Contractor has no authority to act or make any agreements or representation on behalf of Client and this contract shall not be construed as creating, between Client and Contractor, the relationship of Principal and Agent, Joint Ventures, Co-Partners or any other such relationship, the existence of which is hereby expressly denied.

3.0 EXAMINATION OF JOBSITE

Contractor warrants that it has examined the jobsite, and has satisfied itself as to the nature and location of the work, the general and local condition, and ground conditions at the jobsite.

4.0 SUPERVISION BY CONTRACTOR

Contractor shall retain at the jobsite a competent manager who shall represent Contractor and, who shall have full and complete authority to act in behalf of Contractor.

5.0 INDEMNITY

Contractor shall indemnify and hold Client harmless and assume the defense for losses, damages, settlements, costs, charges or other expenses or liabilities arising out of or relating to liabilities, losses, liens, demands, obligations, actions, proceedings, or causes of action of every kind arising out of any actual: 1) failure of Contractor to comply with any law, ordinance, regulation, rule or order of any governmental or regulatory body; 2) improper, sub-standard, inadequate, willful or negligent performance of this contract.

6.0 SCHEDULES

Contractor shall execute the work diligently with sufficient numbers of qualified personnel, equipment, materials, and supplies to accomplish the work. Any special working hours will be subject to prior approval of Client.

7.0 TERM

Contractor at its sole discretion may offer Client an opportunity to renew this Agreement for an additional four (4) one (1) year term(s). Client understands and acknowledges that any future contracts or renewals are neither automatic nor implied by this Agreement. The continuing purchase by Client of the Services set forth in this Agreement is subject to Client's needs and to Client's annual appropriation of sufficient funds in Client's fiscal year in which such Services are purchased. In the event Client does not appropriate or budget sufficient funds to perform this Agreement, this Agreement shall be null and void without further action by Client.

8.0 SAFETY AND CLEANUP

Contractor shall be responsible for the health and safety of its employees while present at the jobsite. Contractor shall comply with all applicable laws, rules and other regulations relating to safety, including but not limited to, those set forth in the Occupational Health and Safety Acts (OSHA). Contractor shall keep the premises and vicinity of the work clean of debris and rubbish.

9.0 SUBCONTRACTING AND ASSIGNMENT

Contractor shall not assign or further subcontract any portion of the work to be performed under this contract without Client's prior written consent. Contractor shall include these general conditions as part of its contract agreement. Any subcontracting shall not relieve the Contractor of its duties and obligations under this contract.



General Conditions

10.0 TERMINATION

This Agreement may be terminated upon seven (7) days' written notice for Client's convenience without regard to any fault or failure to perform by any party. If within five (5) days written notice by Client to Contractor specifying any deficiency in the work, the promptness with which it is being performed, Contractor has not commenced to correct and within a reasonable time corrected such deficiency to the satisfaction of Client; or if Contractor becomes bankrupt or insolvent or goes or is put into liquidation or dissolution, either voluntarily or involuntarily, Client may terminate the contract.

If work of Contractor is suspended or terminated by Client for whatever reason, Contractor will be paid for the work actually completed and for costs incurred for partially performing and closing out work not completed.

11.0 PAYMENT TERMS AND CONDITIONS

11.1 Payment Terms

Upfront payment prior to Contractor mobilization as specified in Contractor Proposal. Balance of Payment due to Contractor Net 30 days upon Client receipt of monthly Contractor invoice. If Client payment is late, Client agrees to pay Contractor an additional 1.5% per month on the account and all collection fees for any past due amount owed to Contractor.

11.2 Changes to the Work

Client may in its absolute discretion restrict, modify or extend the obligations of Contractor under this Agreement and to the extent that Client's direction results in increasing or decreasing the scope of Contractor's Services under this agreement, the compensation paid to Contractor will be equitably adjusted by Client based upon mutual agreement with Contractor.

12.0 RECORDS AND ACCOUNTS

Contractor will maintain good accounting and personnel records reflecting performance of the work and shall preserve such records for a period of three (3) years after completion and acceptance of the project as a whole.

13.0 DISPUTES

13.1 Direct Dispute Resolution Effort

In the event of a question, claim, or dispute between the Contractor and Client (the Parties) arising out of or relating to this contract or the breach thereof, except for claims which have been waived by the making or acceptance of final payment, such question, claim, or dispute shall be settled by mutual agreement between the Parties. The Parties shall attempt in good faith to resolve through negotiation any claim, dispute, controversy, or counterclaim arising out of or relating to this Contract. Either Party may initiate dispute negotiations by providing written notice in letter form to the other Party, setting forth the nature of the dispute and the relief requested. The recipient of such notice shall respond within five (5) business days with a written statement of its position on, and recommended solution to, the dispute. If the dispute is not resolved by this exchange of correspondence, then representatives of each Party with full settlement authority shall meet at a mutually agreeable time and place within ten (10) business days from the date of the initial notice (unless otherwise mutually agreed between the Parties) to exchange relevant information and perspectives, and to attempt to resolve the dispute. If agreement between the Parties cannot be reached within 15 calendar days from date of initial written notice, either Party may file for mediation.

13.2 Mediation

All claims, disputes and other matters in question arising out of or related to this Agreement remaining after the 15-day Direct Dispute Resolution Effort shall be subject to 30 day mediation period (unless otherwise mutually agreed between the Parties) as a condition precedent to arbitration. Client and Contractor shall endeavor to resolve claims, disputes and other matters in question between them in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing no sooner than 30 days after written dispute notification between the parties. The parties shall share the mediator's fee and filing fees equally. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

13.3 Arbitration

Subject to the condition precedent set forth in Mediation (above) of this Agreement, all claims, disputes and other matters in question arising out of or relating to this Agreement or breach thereof shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, unless the parties mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law and shall be initiated upon written notice



General Conditions

by either party. The arbitration shall not exceed 60 days unless extended by mutual agreement between the Parties. The award rendered by the Arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

13.4 Non-Disparagement:

Within 60 days after first notification of an issue or dispute to the other party, to allow for reasonable resolution, both parties agree to refrain from any and all conduct, verbal or otherwise, including without limitation any postings on the internet or social media, that disparages, demeans or damages the reputation, goodwill, or standing of the other party. The foregoing restrictions will not apply to any statements that are made truthfully in response to a subpoena or other compulsory legal process. This provision is necessary to ensure fair and honest feedback and to prevent the publishing of libelous or slanderous content in any form and in any forum

14.0 WORKMEN AND EMPLOYMENT PRACTICES

Contractor shall not discriminate against any employee or applicant for employment because of race, color, national origin, religion, sex, age, or for any reason prohibited by law.

15.0 INSURANCE

Contractor shall provide insurance for the benefit of Contractor, and Client, with minimum coverage's and limits as follows:

- | | |
|---|-----------------|
| (a) Workmen's Compensation | Statutory |
| (b) Employer's Liability | \$1,000,000 CSL |
| (c) Comprehensive General Liability | \$9,000,000 CSL |
| (d) Automotive Liability covering owned, non-owned and hired automobiles, for Bodily Injury and Property Damage | |
| (e) Pollution Liability | \$9,000,000 |

Note: Comprehensive General Liability: Covering bodily injury and property damage, and including contractual liability, independent contractors, products/completed operations, broad form property form property damage and hazards.

16.0 FORCE MAJEURE

An event of "Force Majeure" occurs when an event beyond the control of the Party claiming Force Majeure prevents such Party from fulfilling its obligations. An event of Force Majeure includes, without limitation, acts of God (including floods, hurricanes and other adverse weather), war, riot, civil disorder, acts of terrorism, disease, epidemic, strikes and labor disputes, actions or inactions of government or other authorities, law enforcement actions, curfews, closure of transportation systems or other unusual travel difficulties, or inability to provide a safe working environment for employees.

In the event of Force Majeure, the obligations of Contractor to perform the Services shall be suspended for the duration of the event of Force Majeure. In such event, Contractor shall be equitably compensated for additional expenses incurred during the event of Force Majeure and the schedule shall be extended by a like number of days as the event of Force Majeure. If Services are suspended for thirty (30) days or more, Contractor may, in its sole discretion, upon seven (7) days prior written notice, terminate this Agreement. In the case of such termination, in addition to the compensation and time extension set forth above, Contractor shall be compensated for all reasonable termination expenses.

17.0 LAWS

This contract shall be construed and governed by laws of the state in which the project is located. Contractor shall comply with laws, statutes, ordinances, rules and regulations of any governmental entity having jurisdiction over the work.

18.0 CONFIDENTIAL INFORMATION AND TECHNOLOGY

Processes and techniques used by Contractor are considered proprietary and confidential technologies belonging exclusively to Contractor. The Client acknowledges this statement and agrees not to copy, adapt or re-engineer the processes and techniques of lead recovery developed and used by Contractor for the Client own use. The Client also agrees not to commercialize and/or market the processes and techniques developed by Contractor to provide lead recovery services to other clubs, organizations or businesses involved with shooting ranges.

Mark Kohn
46091 551st Ave.
Courtland, MN 56021

May 5, 2020

Nicollet County Property Services
501 South Minnesota Avenue
St. Peter, MN 56082

Re: River Ridge Gun and Archery Club
Shooting activity over shared property boundary

To Whom It May Concern,

I am writing regarding a property boundary shared between a parcel owned by me (ID: 04.201.0605) adjacent to a parcel currently owned by Michaletz Properties, LLC (ID: 04.201.0800).

I understand Joe and Christine Michaletz are in the process of applying for an amendment to the Conditional Use Permit for the property they own under Michaletz Properties, LLC to be used by their other entity, River Ridge Gun and Archery Club, LLC, as they look to expand the shooting activities on their property.

For the past several years, I've had a verbal agreement in place with the former owners of River Ridge Gun Club whereby I approved of shotgun shots being fired over the property boundary near their sporting clays course along our shared property boundary, with shot falling onto my property.

Please accept this letter as my written approval for continued shotgun activity over our shared property boundary from the existing sporting clays course the Michaletz' intend to continue. I give permission to Michaletz Properties, LLC and River Ridge Gun and Archery Club, LLC allowing shotgun shot to fall onto my adjacent property (ID: 04.201.0605).


Sincerely,

Mark Kohn



ATTACHMENT G.4
Permission Letter – Mark Kohn

PRELIMINARY NOT FOR CONSTRUCTION PRELIMINARY NOT FOR CONSTRUCTION



THIS DOCUMENT IS THE PROPERTY OF ISG GROUP, INC. AND IS NOT TO BE REPRODUCED, COPIED, OR DISTRIBUTED WITHOUT THE WRITTEN PERMISSION OF ISG GROUP, INC.

PROJECT: RIVER RIDGE GUN AND ARCHERY CLUB

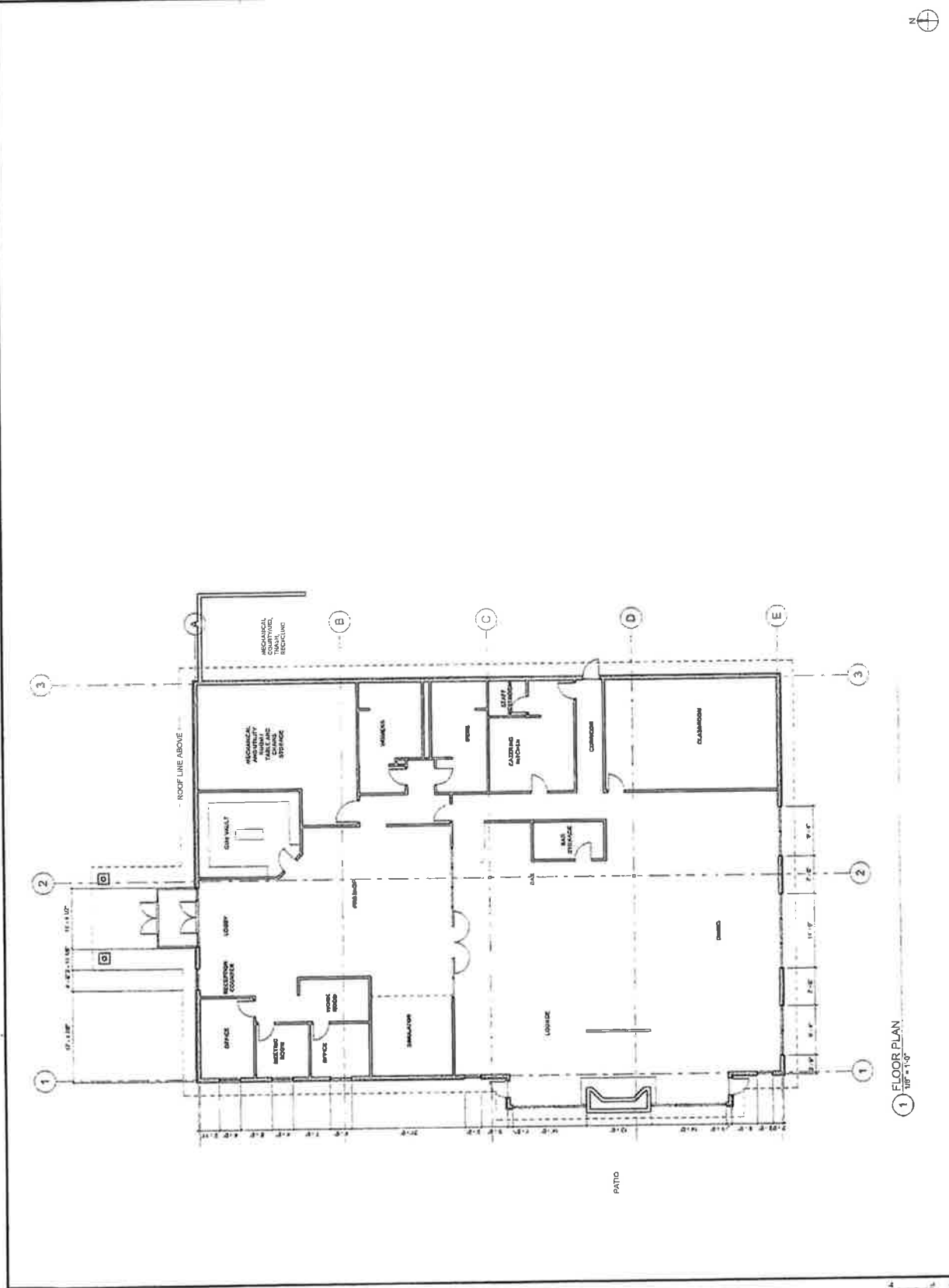
COURT LAND MINNESOTA

DATE	REVISIONS	BY

REVISION NO.	DATE	BY	DESCRIPTION
1	01/20/2018	ISG	ISSUED FOR PERMIT

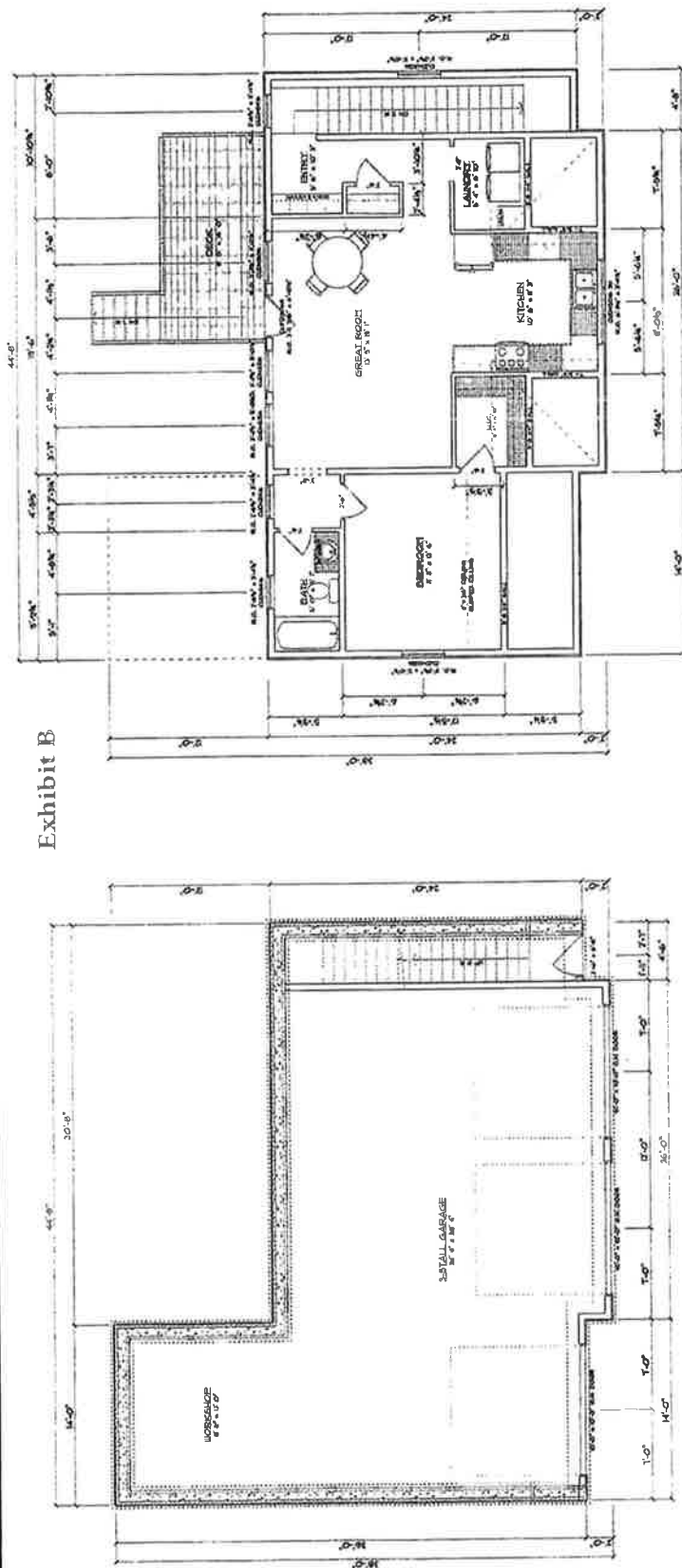
TITLE: FLOOR PLAN

SHEET: A1-21



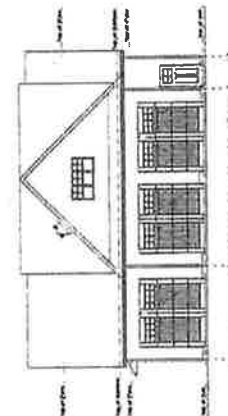
ATTACHMENT G.5
Clubhouse Floor Plan

Exhibit B

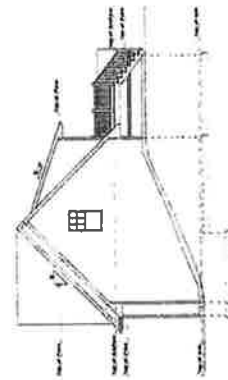


FLOOR PLAN
 SCALE: 1/4" = 1'-0"
 1/4" = 1/4" PLATE HEIGHT
 1/4" = 1/4" PL. THICKNESS

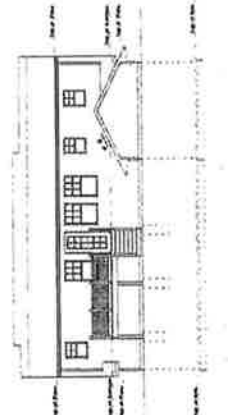
UPPER FLOOR PLAN
 SCALE: 1/4" = 1'-0"
 1/4" = 1/4" PLATE HEIGHT
 1/4" = 1/4" PL. THICKNESS



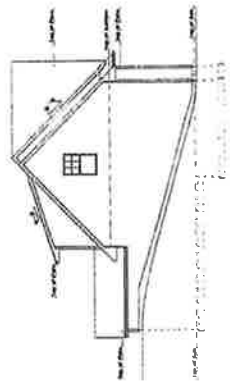
FRONT ELEVATION
 SCALE: 1/8" = 1'-0"



RIGHT ELEVATION
 SCALE: 1/8" = 1'-0"



REAR ELEVATION
 SCALE: 1/8" = 1'-0"



LEFT ELEVATION
 SCALE: 1/8" = 1'-0"

Lloyd Lumber Co.
 "Quality Building Products and Service"
 1840 Corporate Drive North Wales, PA 19381
 Phone: (610) 675-8500 Fax: (610) 675-8504

DISCLAIMER OF WARRANTIES
 The undersigned hereby certifies that the drawings and specifications are true and correct to the best of his knowledge and belief, and that he is not aware of any facts or circumstances which might render them misleading or incomplete.

PROJECT INFO
 RIVER RIDGE
 GARAGE/APT.

NEW CONSTRUCTION

GENERAL PLAN NOTES

1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

2. FINISHES ARE TO BE DETERMINED BY THE OWNER.

3. ALL MATERIALS AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS.

4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE.

5. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.

6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.

7. THE CONTRACTOR SHALL MAINTAIN A NEAT AND ORDERLY WORK SITE AT ALL TIMES.

8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DISPOSING OF ALL DEBRIS AND WASTE MATERIALS.

9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSURANCE.

10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL RECORDS OF THE PROJECT.

11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS.

12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL RECORDS OF THE PROJECT.

13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS.

14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL RECORDS OF THE PROJECT.

15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS.

16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL RECORDS OF THE PROJECT.

17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS.

18. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL RECORDS OF THE PROJECT.

19. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS.

20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL RECORDS OF THE PROJECT.

21. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS.

22. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL RECORDS OF THE PROJECT.

23. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS.

24. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL RECORDS OF THE PROJECT.

25. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS.

26. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL RECORDS OF THE PROJECT.

27. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS.

28. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL RECORDS OF THE PROJECT.

29. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS.

30. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL RECORDS OF THE PROJECT.

APRIL 21, 2020

Mandy Landkamer, Director
Jon Hammel, Planner/Deputy Zoning Administrator
Nicollet County Government Center
501 South Minnesota Avenue
St. Peter, MN 56082



RE: RIVER RIDGE GUN AND ARCHERY CLUB
SD DP-2,507 NO. 20-23689

Dear Mandy and Jon,

I am a registered architect in the State of Minnesota, Registration No. 17441 and will be the architect of record for River Ridge Gun and Archery Club. We will design the facility to meet the following 2020 codes pertinent to Minnesota which is reflected in the current floor plan and code review:

- 2020 Minnesota Building Code
- 2020 Minnesota Energy Code
- 2020 Minnesota Accessibility Code
- 2015 Minnesota Plumbing Code
- 2020 Minnesota Fire Code
- Minnesota Electrical Code (2017 National Electrical Code)

I have had preliminary conversations with Jesse Harmon with Brown-Nicollet Environmental Health regarding the uses of the catering kitchen, bar and outdoor barbeque events. Our intent is to design these spaces to comply with Brown-Nicollet Environmental Health guidelines. It is also the intent to install a grease trap in the catering kitchen to address miscellaneous utensil cleaning. The grease trap will have no impact to the proposed drain field. I have also attached the events application that the client is intending to complete.

We intend to submit the plans when completed to the Minnesota Department of Labor and Industry for the required plan and plumbing review.

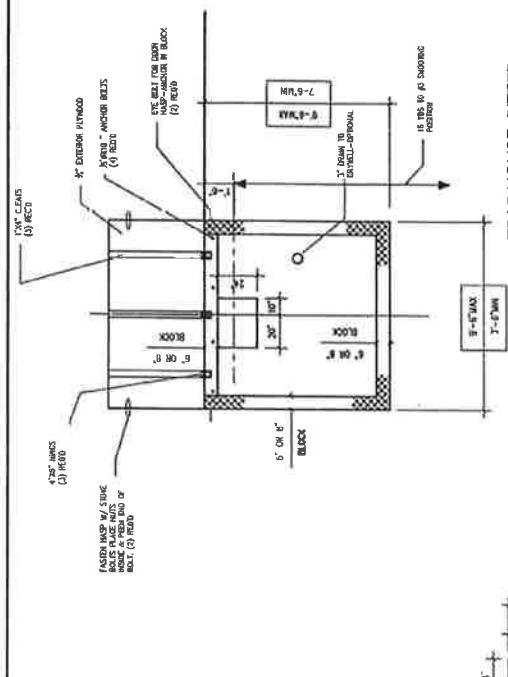
If you have any additional questions, please feel free to contact me.

Sincerely,

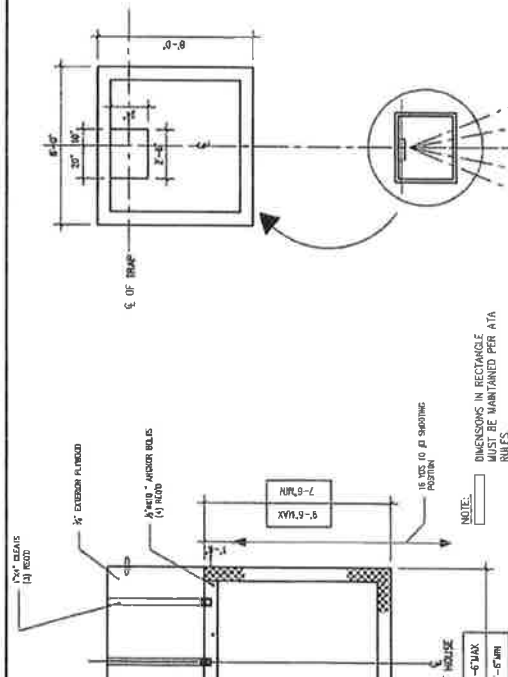
A handwritten signature in black ink, appearing to read "Bryan Paulsen".

Bryan Paulsen, AIA, CID, LEED AP
Principal, Senior Architect
Bryan.Paulsen@ISGInc.com

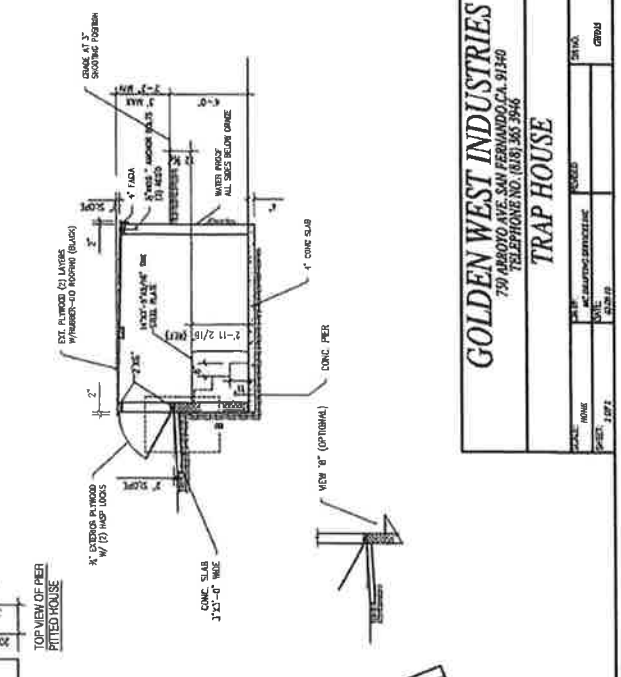
ATTACHMENT G.7
Design Professional Letter – Brian Paulsen



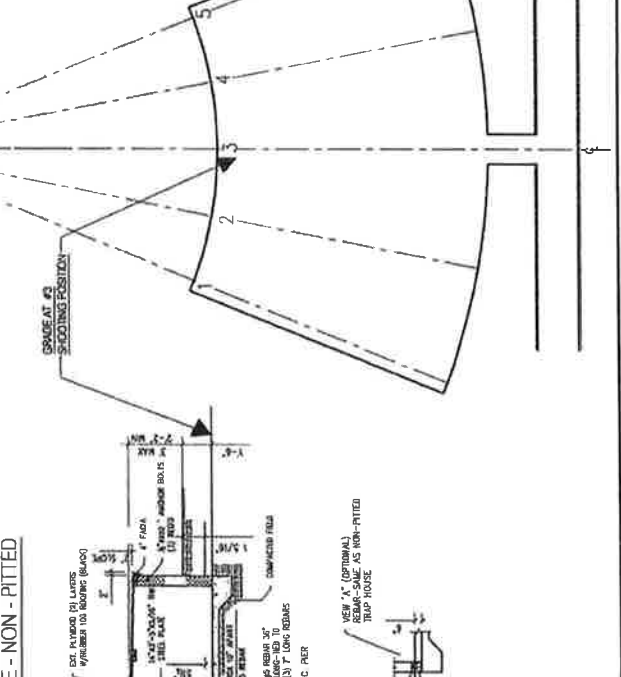
TRAP HOUSE - NON - PITTED



TRAP HOUSE - PITTED



TRAP HOUSE - PITTED



TRAP HOUSE - NON - PITTED

TRAP HOUSE - PITTED

GOLDEN WEST INDUSTRIES
 710 ARBOTO AVE. SAN FERNANDO, CA. 91340
 TELEPHONE NO. (818) 365 3946

TRAP HOUSE

DATE	BY	REVISIONS	REVISIONS	REVISIONS
1/8/71	1/8/71	1/8/71	1/8/71	1/8/71
1/8/71	1/8/71	1/8/71	1/8/71	1/8/71
1/8/71	1/8/71	1/8/71	1/8/71	1/8/71



VAULT DOOR IN-SWING VAULT DOOR IN-SWING

ALL COLLECTIONS GROW

A vault room will give enough secure storage for any collection including guns, personal heirlooms, business and family records, jewelry, photograph and art work. Fort Knox vault doors are designed for easy installation in a custom, walk-in security room. The heavy, fire protected, steel doors can be set in a pre formed concrete or cement block opening. Your security room with the Inside Release Mechanism, offers safety for your family as well as protection for your valuables. Available in the attractive high gloss centerpiece, that carries many of the same features as our Titan series or the no frills, textured finish for the conservative budget. The inside swing vault door model will compliment your vault as a storm shelter or hide-a-way. Create "Peace of Mind" in knowing your family and other valuables are safe.

ATTACHMENT G.9
Vault Door Example

[BUILD & PRICE \(HTTPS://WWW.FTKNOX.COM/VAULT-BUILDER/?VAULT=VAULT-DOOR-INSWING&VAULTID=519&CO=262&LO=250&LO_CO=225&GR=3530&GR_CO=225&HI=236&HI_SW](#)



STANDARD FEATURES

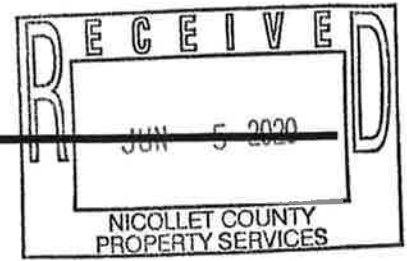
LOCKING BOLTS

19

CORNER BOLTS

OPTIONAL

Jon Hammel



From: Veleda Cordes <veledacordes@hotmail.com>
Sent: Friday, June 05, 2020 10:24 AM
To: Mandy Landkamer; Jon Hammel
Subject: Gun Club Concerns for Use Permits
Attachments: River Ridge #264634 Use Permit.jpg; River Ridge Use Permit.jpg; Shooting Shed Measurement from Property Line.jpg; Gun Ordinances Example Rice Co MN.jpg; Gun Ordinances Example Greenfield MN.jpg; After the fact use permit 2019 discrepancies P1.jpg; After the fact use permit 2019 discrepancies P2.jpg

Hello, I'm sending this email in advance so that it can be forwarded to everyone in the board who may make decisions on the Use Permits for the Gun Club on 547th Lane, Courtland which will be coming up in the June 15th meeting. These are the concerns, reasoning and information we have compiled. I know that we are not the only residents bordering the Gun Club who have concerns but these are what we have. I ask that you please read through this email letter and the attached documents and forward to board members for consideration before we meet.
Thank you.

To Whom It May Concern;

We are writing in regards to concerns we have about the River Ridge Gun Club. We live on one of the residences bordering the club land. Currently the club has many specific restrictions including:

1. No rifle or pistol shooting (only shotguns allowed)
2. No shooting within 500 ft from residential property/yard, bordering neighbor land
3. Road dust inhibitor being kept on the gravel road to cut down on our houses, lawns being dusted out with the traffic, to be contracted through the township, (this is so we the people don't have to complain it's not being done). Needs to be done on entire roadway, not just a few feet in front of each house. Dust inhibitor should start the day they open for season and be continued until the last day of season. If large events are held, they should water the roadway throughout the event. (Like the Flying Dutchman do.)
4. More speed limit signs. The cars and trucks associated with the Gun Club have been going by at 40-50 miles per hour.

When we bought our home, these rules were in place and we were informed of them. The former Gun Club was out of compliance on several of these things, but we did not complain (although we probably should have). There was one shooting station put in that was much too close to the border of our residence (thankfully it appears that the new owners have removed this). The dust inhibitor was rarely put on the road and when it was, it was just barely in front of the houses, leaving the remainder of the road to be a dust storm whenever they were open.

ATTACHMENT H.1
Cordes Documents 6/5/20

There are only a couple of speed limit signs at the beginning of the road, which customers did not comply with.

In the past year, we have put up with hundreds & hundreds of dump truck loads hauling gravel into the club. It got so bad last year the hill on our dead-end road was almost impassable for several days. They finally drove a payloader up from gun club and fixed the road so they could leave that day. The entire valley was full of dust many days last summer.

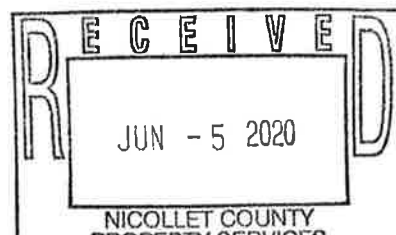
The new owners of the Gun Club are preparing to open soon and are making many additions and making it a much bigger organization. They have set up a high-power rifle range (not allowed by current rules because of the noise) The firing line they are proposing to shoot from is only 375-400 feet from our line/yard. Why are they not following Nicollet County ordinance C-26-05 and C-23-93? These ordinances were set up for a purpose. The fact is these are quite common practices adopted by many other Minnesota counties and cities (and part of the National standard). When they did shoot from the proposed firing line/building it was incredibly loud! (Not only was the bang from the gun insanely loud but we even heard every bullet as it hit the targets.) We do not understand why they decided to put this building here when it is not even in compliance with the rules that were set up originally for this organization. This part must be private? It was frightening our horses in their paddocks, greatly disrupting our time working in our own yard and even could be heard inside of our house over the TV (with the windows closed). It echoed in our horse barn. This was just on one occasion. We can't imagine how horrible this would be on a regular basis! We have spoken to them and they say they will work on noise reduction, but we do not believe this should be allowed to open until the noise is already reduced to an acceptable level for us.

We DID NOT move in next door to a high-power rifle range. None of the residences bordering them have planned on dealing with a rifle shooting range. These residences were here before any Gun Club was and certainly before this rifle shooting range. They also have plans for a pistol range. This is concerning as well. Pistols are also not allowed under the current restrictions partly due to the noise, even in the far back clay pigeon range. At least this one is proposed to be more than 500 feet from us.

We have already been peppered with pellets/bullets walking in our own property soon after this range came into new ownership.

Also, our road is a small SINGLE LANE, 20 miles per hour, DEAD END dirt road. It is not designed for mass amounts of traffic. Currently cars and trucks associated with this Gun Club are flying down the road multiple times per day at 40-50 MPH. The road is supposed to be a 20 MPH road. The hill is washed out a lot during the year. The hill also has a blind spot so it is hard to see what is coming over and a head on crash with a vehicle going even 40 MPH would be an extremely dangerous situation. Also, we ride horse on this road and a neighbor often wheels her granddaughter's stroller out for walks as well as neighbors jogging daily on the road. Someone could get injured or worse. This needs to be addressed as well as the fact that we are often completely dusted out because of speed as well as no road dust inhibitor.

Also, once this is all passed or approved/finalized, however it is, who will be responsible for keeping them in compliance? It appears no one did so with the Gun Club so far. How can we make sure this does not happen again?



All of this is such a concern for us that we feel we may need to hire a lawyer to represent us just to make sure our peaceful homesite does not become a free-for-all, dusty, ear blasting, earth shaking valley.

Remember, the people who live on this road, bordering the Gun Club need to be considered. Our comfort in our homelife, the health, safety, physical & mental wellbeing of residents and their pets and the effects on our property values must be put forth before any changes or additions are made.

We have attached the original Gun Club use permit documents and examples of other club ordinances for your convenience, as well as measurement to new shooting line shed and discrepancies to their 2019 After-the-Fact Conditional Use Permit.

Wade & Velda Cordes
46882 547th Lane
Courtland, MN 56021

Total Control Panel

[Login](#)

To: jon.hammel@co.nicollet.mn.us

[Remove](#) this sender from my allow list

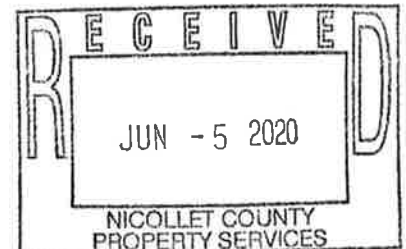
From: veledacordes@hotmail.com

You received this message because the sender is on your allow list.

NOTICE:

Unless restricted by law, email correspondence to and from Nicollet County government offices may be public data subject to the Minnesota Data Practices Act and/or may be disclosed to third parties.

This email and any files transmitted with it are confidential and are intended solely for the use of the individual or entity to which they are addressed. If you have received this email in error, please destroy it and notify the sender immediately.





KATHRYN CONLON
County Recorder
Nicollet County, Minnesota

Document No. 264634

Certified Recorded on 08-17-2005 at 09:00 A M

Well Certificate # Pages 4

Rec'd: ENVIRONMENTAL SERVICES Fee: \$ 36.00

NICOLLET COUNTY BOARD OF COMMISSIONERS APPROVED CONDITIONAL USE PERMIT

On this 16th day of August 2005, following the public hearing conducted by the Nicollet County Planning and Zoning Advisory Commission in the County Board Room of the Nicollet County Government Center, the Nicollet County Board of Commissioners hereby approved a Conditional Use Permit on behalf of:

Name: River Ridge Gun Club

in accordance with the provisions of Sections 505.1 and 603.3 of the Nicollet County Zoning and pursuant to the requirements of Chapter 394.301, Minnesota Statutes.

The approved Conditional Use Permit authorizes the above named:

To amend C-23-93 to include food service and campsites

on the following described parcel (abstract-torrens) of land:

S 1/2 of the SE 1/4 and the SE 1/4 of the SW 1/4 of Section 1-109-30 in Courtland Township

CONDITIONAL USE ORDER and subject to the following conditions:

- 1) That the applicants undertake the project according to the plans and specifications submitted to the county with the application.
- 2) That the permit is invalid if the holder does not operate in accordance with the MDH licenses covering food service and/or Special Event Camping Areas (SECA's) requirements connected with this conditional use permit.
- 3) That the permit will be periodically reviewed by the county to assure compliance with the permit and permit conditions.
- 4) That the county may enter onto the premises at reasonable times and in a reasonable manner to insure the permit holder is in compliance with the conditions and all other applicable statutes, rules, and ordinances.
- 5) All conditions that are contained in the conditional use permit issued for this property on June 22, 1993 shall remain in force and valid.
 - a. Boundary of the hunting area, including the leased land, must be posted clearly at a minimum of every 500 feet, closer if necessary, so at a midway point of each posting sign the signs on either side can be easily seen. The boundary shall be posted along a line that is at least 500 feet from the property line of the adjacent homes or where there are dwellings.
 - b. Applicant shall arrange for dust control to the township's satisfaction and have speed regulations signs.
 - c. Access to the preserve must be gated in such a manner that prevents unauthorized access to the preserve.
 - d. Applicant to provide current signed copies of lease agreements for land not under his ownership but posted for hunting in this preserve by August 19, 2005.
 - e. Only shotguns by club members are to be permitted on this preserve. The use of rifles is prohibited by all club members and customers.
 - f. Shooting to be allowed only during daylight hours.
 - g. Signs on the boundaries shall be double faced.
- 6) Condition # f of the 1993 permit issued 6/28/93 is clarified to define the hours of operation as from 9:00 a.m. to sunset, with the sunset time as that which is found at the US Naval Observatory listings (may be found at www.usno.navy.mil) then look for Popular Links, and click n Sunrise/Set).
- 7) Water meters are to be installed within 30 days on all water lines leading into the buildings on the site and meter readings are to be submitted to the Environmental Services Department on the first Monday of each month. If the flow to the septic system is greater than what it was designed for and results in a failed system, the system must be upgraded.

NICOLLET COUNTY BOARD OF COMMISSIONERS
APPROVED CONDITIONAL USE PERMIT

On this 22nd day of June, 1993, following the public hearing conducted by the Nicollet County Planning and Zoning Advisory Commission in the Nicollet County Courthouse, the Nicollet County Board of Commissioners hereby approved a Conditional Use Permit on behalf of:

Name: Lester Zwach

in accordance with the provisions of Section 604.3 of the Nicollet County Zoning Ordinance and pursuant to the requirements of Chapter 394.301, Minnesota Statutes.

The approved Conditional Use Permit authorizes the above named:

For a commercial recreational hunting and shooting camp
on the following described parcel (abstract-torrens) of land:

SE 1/4 of SW 1/4 of Section 1-109-30 in Courtland Township

CONDITIONAL USE ORDER

and subject to the following conditions:

- ① Boundary of the hunting area, including the leased land, must be posted clearly at a minimum of every 500 feet, closer if necessary, so at a midway point of each posting sign the signs on either side can be easily seen. The boundary shall be posted along a line that is at least 500 feet from the property line of the adjacent homes or where there are dwellings.
- ② Applicant shall contract with the Township to provide dust control to the Townships satisfaction and have speed regulations signs.
3. Access to the preserve must be gated in such a manner that prevents unauthorized access to the preserve.
4. Applicant to provide signed copies of lease agreements for lands not under his ownership but posted for hunting in this preserve.
5. Only shotguns by club members are to be permitted on this preserve. The use of rifles is prohibited by all club members.
6. Shooting to be allowed only during daylight hours.
7. Signs on the boundaries shall be double faced.

The Environmental Services Director is herewith directed to issue the appropriate permits pursuant to this Conditional Use Order.



William H. Schimmel

William Schimmel, Chairman
Nicollet County Board of Commissioners

DATE: 6-28-93

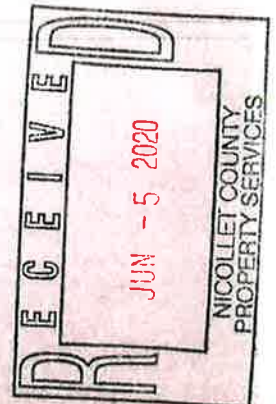
State of Minnesota
County of Nicollet

Office of Nicollet County Coordinator

I, the undersigned Clerk to the Board, in and for said County and State, do hereby certify that I have compared the above information with the original minutes of record in my office; and find the same to be a true and correct copy of said original and of the whole thereof, as based on approved minutes of the Nicollet County Board of Commissioners meeting held on June 22, 1993, and on record in the Nicollet County Coordinator's Office.

WITNESS my hand this 28th day of June, 19 93.

Robert Podhradsky
Robert Podhradsky, Clerk to the Board



04.306.0300

04.306.0305

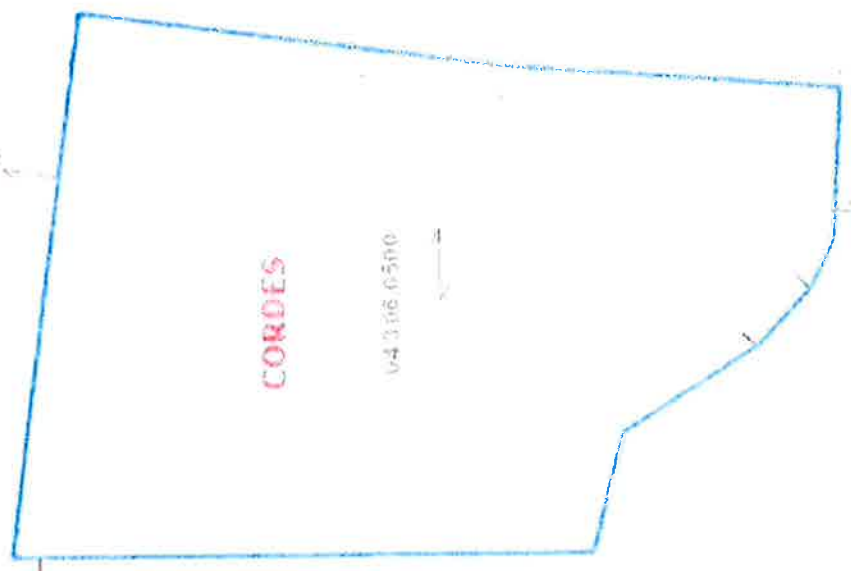
04.306.0300

04.305.0400

Shooting Shed

X

300'



Courtyard

RECEIVED	JUN - 5 2020
	NICOLLET COUNTY PROPERTY SERVICES

Rice County, MN

Chapter 507 Specific Development Standards

C. Flying field for radio-controlled flying aircraft

1. A site plan shall indicate take-off area and area designated for flying, showing that this area meets the minimum setback and buffer requirements.
2. There shall be a 1,000 ft. buffer behind the take-off area for the flying aircraft, extending to the nearest residence.
3. There shall be a one half (1/2) mile buffer extending from either side and in front of the take-off area for the flying aircraft to the nearest residence.
4. The residence of the owner of the land upon which the facility is operating is exempt from the preceding requirements 2 and 3.
5. Gates shall be placed at all road entrances to the property and shall be locked when the facility is not in use.
6. It shall be the responsibility of the operator or club to supervise all flying and club activities.

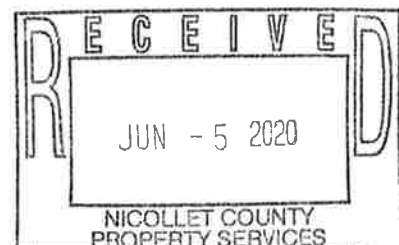
D. Go-cart track, miniature golf. The site shall have access to a paved road.

E. Golf course, country club, driving range

1. The facility shall be located in an area the majority of which consists of forest land or land with a Crop Equivalency Rating of 65 or less.
2. The site shall have access to a paved road.

F. Gun (rifle, shotgun or pistol) or archery range, outdoor. National standards for such facilities shall be complied with, and shall include the following as a minimum:

1. For outdoor gun ranges:
 - a. No outdoor shooting range shall be allowed within 500 feet of an existing residence, measured from the property line of the range site, without the permission of the existing residents.
 - b. A backstop having a minimum height of twenty (20) feet with a top width of at least four (4) feet and side berms having a minimum height of eight (8) feet shall be required unless significant terrain features exist that would take their place. Berms shall meet all the following criteria:
 - i. The berm shall be provided with a horizontal bullet catcher and ricochet catcher.
 - ii. A minimum depth of one (1) foot of clean fill shall be placed on the front side of the berm.
 - iii. The berm shall have a minimum compaction of 90% laboratory dry density and the base a compaction of 95 % laboratory dry density.
 - c. A horizontal bullet catcher and a ricochet catcher may be required where natural terrain is utilized for a range instead of a backstop berm or side berm.
 - d. For skeet and trap shooting, a 300 yard shot fall zone to the front and sides of the range as measured from the center of the firing stations, shall be provided. This area shall be contained wholly within the property on which the range is located, or on property leased by the facility or covered by signed agreement of adjacent property owners.
 - e. Use of the facility shall be restricted to club members, guests, and participants in club sanctioned events.
 - f. Gates shall be placed at all road entrances to the property and shall be locked when the facility is not in use by the club.
 - g. Landscaping including the planting of trees shall be provided to screen the range from roads and adjacent residences.



Greenfield, MN

- (11) A map denoting anticipated decibel levels at the boundaries of the subject property and 500 feet of surrounding properties;
- (12) A traffic impact analysis report if determined necessary from the city;
- (13) A complete fencing plan for the property boundary;
- (14) A complete sign plan including business signs, directional signs, information and instructional signs, warning signs and any other signage being considered; and
- (15) Other data as necessary to determine compliance with this code.

(D) *Rules required.* Fifteen copies of all proposed rules and regulations which shall be used for membership into the shooting preserve.

(E) *Filing fee.* The applicant shall pay a fee in the amount of \$300 at the time of application. This fee shall be imposed for the purpose of defraying normal expenses incurred by the city in the administration of the application.

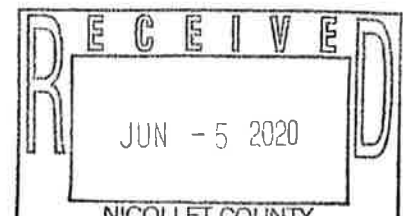
(F) *Escrow fee.* The applicant shall provide the city with an escrow fee of \$1,000. The fee shall be used to pay additional costs incurred in excess of the filing fee for administration, consulting, legal and all other services needed for review and consideration of the application. If necessary additional escrow monies shall be collected, those monies not used upon completion and final action shall be returned to the applicant.

(Prior Code, § 320.04) Penalty, see § 10.99

§ 111.05 MINIMUM STANDARDS.

The following are minimum standards for the operation of a shooting preserve in the City of Greenfield.

- (A) A preserve shall contain a minimum of 100 but not more than 500 contiguous acres, including water area and safety zones.
- (B) Safety zones shall be provided not allowing hunting or shooting within 800 feet of all property lines. The inward boundaries of the safety zone shall be fenced and posted with warning signs for hunters every 250 feet stating in a minimum of 2-inch letters "No Shooting Beyond This Point." Fencing shall consist of a 4-foot high woven wire stock and field fence, with at least 2 strands of barbed wire at the top and properly maintained at all time.
- (C) The entire property shall be fenced with a 4 foot high woven wire stock and field fence with at least 2 strands of barbed wire at the top. The fence shall be properly maintained in this condition at all times.





**NICOLLET COUNTY PLANNING AND ZONING ADVISORY COMMISSION
CRITERIA FOR GRANTING AN AFTER-THE-FACT CONDITIONAL USE PERMIT**

Name of Applicant / Property Owner: Michaletz Properties, LLC.
Use Requested: Land alteration (cutting and filling more than 50 cubic yards not in connection with another permitted use)

Date: December 16, 2019
File: PLN19-30
PC Name: _____

FINDINGS OF FACT

Authority for issuance of conditional use permits is derived from Minnesota State Statute §394.301 and Nicollet County Zoning Ordinance, Section 505. The conditional use must maintain the health, safety, morals, and general welfare of the community.

1. Given the nature of the land, the requested use is compatible with the general welfare, public health and safety.

YES: _____ **WHY:** _____

NO: _____ **WHY:** _____

2. The requested use will not create an unreasonably excessive burden on the existing roads or utilities.

YES: _____ **WHY:** _____

NO: ☒ **WHY:** The road that hundreds of loads of gravel/dirt was hauled on was dug up so badly with ruts from trucks it had to be repaired. Also homes + people were dusted out all summer.

3. The requested use is compatible with the surrounding area and will not significantly depreciate nearby properties.

YES: _____ **WHY:** _____

NO: ☒ **WHY:** The surrounding land uses include multiple residences. Because this is to be used for a high power rifle range that is massive due to noise, it depreciates value of residences bordering as well as the dust + damage to road from excessive traffic that also will depreciate values.

4. The structure and the use shall have an appearance that will not have an unreasonably adverse effect on nearby properties.

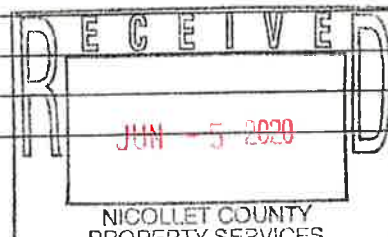
YES: _____ **WHY:** _____

NO: ☒ **WHY:** The use (rifle range) will have a use that has an extremely adverse effect on nearby properties because of excessive noise + increased road traffic on a one lane gravel road that is not designed for large amounts of traffic.

5. The requested use is consistent with the Nicollet County Land Use Ordinances.

YES: _____ **WHY:** _____

NO: _____ **WHY:** _____



6. The requested use is not in conflict with the Nicollet County Comprehensive Plan.

YES: _____ WHY: _____

NO: _____ WHY: _____

7. The requested use will not create an unreasonably adverse effect because of noise, odor, glare, or general unsightliness, for nearby property owners.

YES: _____ WHY: _____

NO: ☒ WHY: The use as a rifle range will create an extremely adverse effect because of extreme noise that is not buffered in any reasonable way by vegetation or topography. Nearby residences have already been ill affected in their own homes & yard areas!

8. The requested use is reasonably related to the existing land use and environment.

YES: _____ WHY: _____

NO: ☒ WHY: Current land use does not include rifle range.

9. There are no apparent unreasonable health risks posed to neighbors or the public in general.

YES: _____ WHY: _____

NO: ☒ WHY: The surrounding land includes several residences bordering the land (not just agricultural, including residential) and excessive increased traffic poses a potential risk.

10. The requested use will/will not (Circle One) have an adverse effect upon public health, safety and welfare due to the following other factors:

YES: _____ WHY: _____

NO: ☒ WHY: We already were peppered with shot on our own neighboring property shortly after the land came into new ownership. So additional public shooters definitely pose a potential threat.

**SPECIAL CONDITIONS ARE LISTED
ON THE RECORDED CONDITIONAL USE PERMIT AND IN THE RECORD**

**THE NICOLLET COUNTY PLANNING AND ZONING ADVISORY COMMISSION:
(APPROVES _____) (DENIES _____) THE REQUESTED CONDITIONAL USE PERMIT**

This decision is based on:

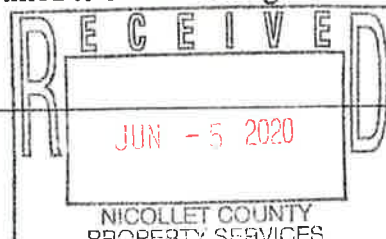
_____ application _____ viewed by _____ members of Commission:
_____ staff report _____ pictures
_____ information received at public hearing

Altmann _____ Miller _____
Drantel _____ Wendinger _____
Enter _____
Hermanson _____

Facts supporting the answer to each question above are hereby certified to be the Findings of the Nicollet County Planning and Zoning Advisory Commission.

Date _____

Chair _____



87A.04 MITIGATION AREA.

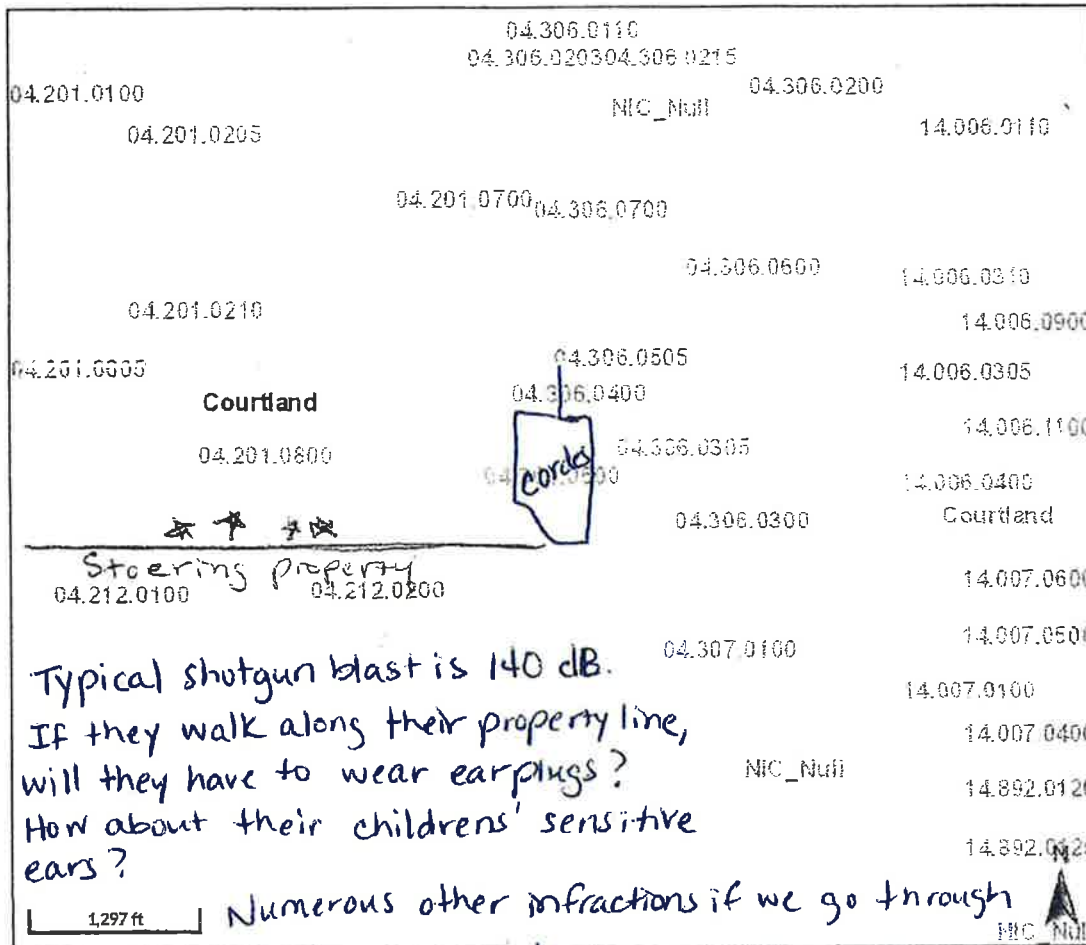
(a) Except for those uses, developments, and structures in existence or for which approval has been granted by October 1, 2005, or as provided in paragraph (b), no change in use, new development, or construction of a structure shall be approved for any portion of property within 750 feet of the perimeter property line of an outdoor shooting range if the change in use, development, or construction would cause an outdoor shooting range in compliance with this chapter to become out of compliance.

(b) A change in use, new development, or construction of a structure subject to this section may be approved if the person seeking the approval or, at the discretion of the governing body, the approving authority agrees to provide any mitigation required to keep the range in compliance with this chapter. The person requesting an approval subject to this section is responsible for providing documentation if no mitigation is required under this section. Failure to provide the documentation or any mitigation required under this section exempts the range from being found out of compliance with the shooting range performance and noise standards of this chapter with regard to the property responsible for the mitigation if the failure to provide the documentation or required mitigation is the sole basis for the range being out of compliance with the shooting range performance standards. Any action brought by the owner of the property against the range is subject to section 87A.06. With the permission of the range operator, any mitigation required under this section may be provided on the range property.

History: 2005 c 105 s 4



ATTACHMENT H.2
Cordes Document 6/14/20



Overview

Legend

Cartography

- <all other values>
- Lot Dim Carto 100
- Lot Dim Carto 400
- Lot Number Carto 400
- Misc Dim Carto 10
- Misc Dim Carto 40
- Misc Text Carto
- Misc Text Carto
- Mon Carto
- Parcel Dim Car 100
- Parcel Dim Car 400
- Parcel Owner 100
- Parcel Owner 400

ATTACHMENT H.3

Cordes Documents 6/16/20

1

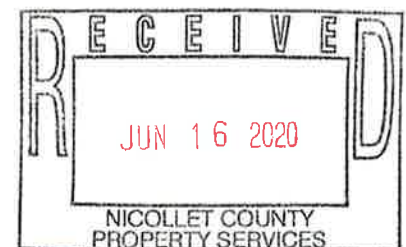
MINNESOTA STATUTES 2019

87A.05

87A.05 NOISE STANDARDS.

Allowable noise levels for the operation of a shooting range are the levels determined by replacing the steady state noise L10 and L50 state standards for each period of time within each noise area's classification with a single Leq(h) standard for impulsive noise that is two dBA lower than that of the L10 level for steady state noise. The noise level shall be measured outside of the range property at the location of the receiver's activity according to Minnesota Rules, parts 7030.0010 to 7030.0080, as in effect on May 28, 2005. For purposes of this section, "Leq(h)" means the energy level that is equivalent to a steady state level that contains the same amount of sound energy as the time varying sound level for a 60-minute time period.

History: 2005 c 105 s 5



04 201 9700

04 306.0700

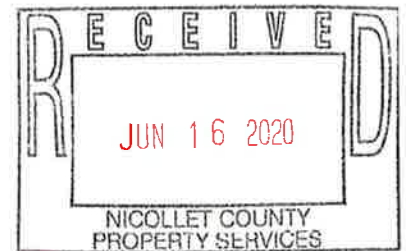
04 306 0600

04 306 0505

04 306 0300

04 306 0400

04 306 0205



04 306 0100

* All of these deer stands, Preserve signs & new shooting building are Less than the minimum in the current ordinances (500 ft at least ... which isn't far enough ... no wonder we've had bullets fly over our heads on our own land

- 5) All conditions that are contained in the conditional use permit issued for this property on June 22, 1993 shall remain in force and valid.
- Boundary of the hunting area, including the leased land, must be posted clearly at a minimum of every 500 feet, closer if necessary, so at a midway point of each posting sign the signs on either side can be easily seen. The boundary shall be posted along a line that is at least 500 feet from the property line of the adjacent homes or where there are dwellings.
 - Applicant shall arrange for dust control to the township's satisfaction and have speed regulations signs.



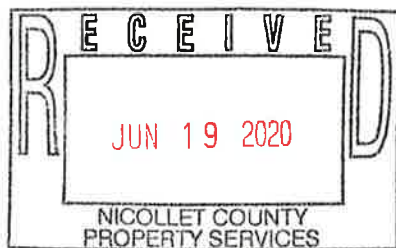
KATHRYN CONLON
County Recorder
Nicollet County, Minnesota

Document No. **264634**

Certified Recorded on 08-17-2005 at 09:00 AM
Well Certificate _____ # Pages 4
Rec'd: ENVIRONMENTAL SERVICES Fee: \$ _____

I am going to start out in 1993, this was the year the Stoering's and everybody down in this valley got something taken from them, literally taken from them. The Stoering's could no longer walk in their fields for the next 27 years without the fear of getting shot. But still they had to pick up their garbage from these very same fields. If this place can open in any capacity, there should be a chain-link fence on the property line to keep all the garbage from blowing over there. THEN A 750 FOOT BUFFER ZONE. Then THE OUT OF BOUND SIGNS!! WE NEED SAFTY. THEY HAVE A TRACK RECORD!! **WHY DO WE HAVE TO SUPPLY THE BUFFER ZONE?** From their noise and bullets?

Christopherson home is where I live. The Christophersons and the Zemanski's were robbed for the next 27 years of quality time in their yards with family and friends and pets. These are all good caring Christian people that did not want to complain in 1993. What about the people in Brown county who suffer from this? Please, haven't these people lost and SUFFERED enough from this mistake in 1993. Two wrongs are not going to make a right. We should not sit by and watch this happen to these people and their children and grandchildren again. I hope everyone's moral compass works like mine. There are other locations, not in this neighborhood, that could be used for this purpose. I used to be a nicer person, but the greed and the nastiness of the world has taken part of that from me, yet even I can see this has been wrong all along and going wrong again.



Wade Cordes

Jon Hammel

From: Thompson, Scott (DOT) <scott.m.thompson@state.mn.us>
Sent: Wednesday, June 10, 2020 2:51 PM
To: Jon Hammel
Cc: Piltaver, Angela (DOT); Tess, Zachary (DOT)
Subject: FW: CS 5202(14) River Ridge Gun Club

Hi Jon-

Please see the outline below for the conversation I had regarding the River Ridge Gun Club.

As we discussed by phone, the sign would need to be furnished and deployed by the permit applicant.

Let me know if you have any questions-

SMT

Scott M. Thompson
Traffic Engineer
MnDOT - District 7
2151 Bassett Drive
Mankato, MN 56001-6888
Office: 507-304-6156
Cell: 507-295-1776
E-Mail: scott.m.thompson@state.mn.us

ATTACHMENT I
MNDOT Email 6/10/20

From: Thompson, Scott (DOT)
Sent: Tuesday, April 14, 2020 2:28 PM
To: Schoeb, Steve (DOT) <steve.schoeb@state.mn.us>; Tess, Zachary (DOT) <zachary.tess@state.mn.us>
Cc: Piltaver, Angela (DOT) <angela.piltaver@state.mn.us>; DeSantiago, Anthony (DOT) <anthony.desantiago@state.mn.us>
Subject: CS 5202(14) River Ridge Gun Club

All-

As an FYI, I received a call from a Mr. Joe Michaelwicz (sp?) (507-382-3932, cell) regarding the River Ridge Gun Club, just west of Courtland (47197 547TH LN NEW ULM, MN 56073). Joe is pursuing a CUP amendment for the gun club, and the County asked that they reach out to MnDOT to see what, if any, traffic controls might be needed should special events be held at the club.

From speaking with Joe, their plan is to build a new 8,000 sq.ft. club house, and potentially host events with ~200 people, starting in 2021. I explained that MnDOT is anticipating construction of the four-lane expansion to start in 2022, and that the project would take two construction seasons. Upon completion, the US 14 & 547th Lane intersection, which serves the club, would have a full complement of turn lanes that would accommodate the anticipated event traffic.

The trickier item is how to accommodate traffic until the expansion is complete. The existing intersection is served by an eastbound right turn lane, but westbound left turning traffic would have no accommodation. I explained that

MnDOT would recommend and want to see the deployment, by permit, of a stand-mounted WATCH FOR TURNING TRAFFIC sign, deployed 1,000 feet upstream of the intersection for westbound traffic during these special events. This sign would serve to notify westbound traffic of the potential for stopped traffic ahead in the through lane, waiting to turn left onto 547th Lane.

Let me know if you have any questions on the above-

SMT

Total Control Panel

[Login](#)

To: jon.hammel@co.nicollet.mn.us

From: scott.m.thompson@state.mn.us

You received this message because the domain state.mn.us is on the enterprise allow list. Please contact your administrator to block messages from the domain state.mn.us

NOTICE:

Unless restricted by law, email correspondence to and from Nicollet County government offices may be public data subject to the Minnesota Data Practices Act and/or may be disclosed to third parties.

This email and any files transmitted with it are confidential and are intended solely for the use of the individual or entity to which they are addressed. If you have received this email in error, please destroy it and notify the sender immediately.

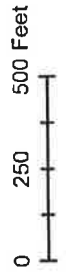
Example of 500' posted signs required by conditions C-23-93 #1 and C-26-05 #5.a.

ATTACHMENT J
Example Map - 500' Posted Signs

Legend

- ☆ Example 500' Posted Signs
- Michaletz property boundary

Disclaimer: The information herein is intended to be a true representation of available records. However, there is no guarantee to the user as to the accuracy, suitability, or reliability of this data for any purpose. The Property Services Division of Nicollet County assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data.



1:6,000 1 inch = 500 feet

CHAPTER 87A

SHOOTING RANGES

87A.01	DEFINITIONS.	87A.06	NUISANCE ACTIONS; COMPLIANCE WITH SHOOTING RANGE PERFORMANCE STANDARDS.
87A.02	SHOOTING RANGE PERFORMANCE STANDARDS; BEST PRACTICES.	87A.07	CLOSURE OF SHOOTING RANGES.
87A.03	COMPLIANT RANGES; AUTHORIZED ACTIVITIES.	87A.08	APPLICABILITY OF OTHER LAWS.
87A.04	MITIGATION AREA.	87A.09	PUBLIC SHOOTING RANGES; ACCESSIBILITY.
87A.05	NOISE STANDARDS.	87A.10	SHOOTING SPORTS FACILITY GRANTS.

87A.001 MS 2006 [Renumbered 15.001]

87A.01 DEFINITIONS.

Subdivision 1. **Applicability.** The definitions in this section apply to sections 87A.01 to 87A.08.

Subd. 2. **Person.** "Person" means an individual, association, proprietorship, partnership, corporation, club, political subdivision, or other legal entity.

Subd. 3. **Shooting range or range.** "Shooting range" or "range" means an area or facility designated or operated primarily for the use of firearms, as defined in section 97A.015, subdivision 19, or archery, and includes shooting preserves as described in section 97A.115 or any other Minnesota law.

Subd. 4. **Shooting range performance standards.** "Shooting range performance standards" means the best practices for shooting range performance standards identified in section 87A.02.

Subd. 5. **Local unit of government.** "Local unit of government" means a home rule charter or statutory city, county, town, or other political subdivision.

History: 2005 c 105 s 1; 2012 c 277 art 1 s 16

87A.02 SHOOTING RANGE PERFORMANCE STANDARDS; BEST PRACTICES.

Subdivision 1. [Repealed, 2012 c 277 art 1 s 91]

Subd. 2. **Best practices.** For purposes of this chapter, the November 1999 revised edition of the National Rifle Association's Range Source Book: A Guide to Planning and Construction shall serve as best practices for shooting range performance standards.

History: 2005 c 105 s 2; 2012 c 277 art 1 s 17

87A.03 COMPLIANT RANGES; AUTHORIZED ACTIVITIES.

Subdivision 1. **Authorized activities.** A shooting range that operates in compliance with the shooting range performance standards must be permitted to do all of the following within its geographic boundaries, under the same or different ownership or occupancy, if done in accordance with shooting range performance standards:

(1) operate the range and conduct activities involving the discharge of firearms;

(2) expand or increase its membership or opportunities for public participation related to the primary activity as a shooting range;

(3) make those repairs or improvements desirable to meet or exceed requirements of shooting range performance standards;

(4) increase events and activities related to the primary activity as a shooting range;

(5) conduct shooting activities and discharge firearms daily between 7:00 a.m. and 10:00 p.m. A local unit of government with zoning jurisdiction over a shooting range may extend the hours of operation by the issuance of a special or conditional use permit; and

(6) acquire additional lands to be used for buffer zones or noise mitigation efforts or to otherwise comply with this chapter.

Subd. 2. Nonconforming use. A shooting range that is a nonconforming use shall be allowed to conduct additional shooting activities within the range's lawful property boundaries as of the date the range became a nonconforming use, provided the shooting range remains in compliance with noise and shooting range performance standards under this chapter.

Subd. 3. Compliance with other law. Nothing in this section exempts any newly constructed or remodeled building on a shooting range from compliance with fire safety, disability accessibility, elevator safety, bleacher safety, or other provisions of the State Building Code that have mandatory statewide application.

History: 2005 c 56 s 1; 2005 c 105 s 3

87A.04 MITIGATION AREA.

(a) Except for those uses, developments, and structures in existence or for which approval has been granted by October 1, 2005, or as provided in paragraph (b), no change in use, new development, or construction of a structure shall be approved for any portion of property within 750 feet of the perimeter property line of an outdoor shooting range if the change in use, development, or construction would cause an outdoor shooting range in compliance with this chapter to become out of compliance.

(b) A change in use, new development, or construction of a structure subject to this section may be approved if the person seeking the approval or, at the discretion of the governing body, the approving authority agrees to provide any mitigation required to keep the range in compliance with this chapter. The person requesting an approval subject to this section is responsible for providing documentation if no mitigation is required under this section. Failure to provide the documentation or any mitigation required under this section exempts the range from being found out of compliance with the shooting range performance and noise standards of this chapter with regard to the property responsible for the mitigation if the failure to provide the documentation or required mitigation is the sole basis for the range being out of compliance with the shooting range performance standards. Any action brought by the owner of the property against the range is subject to section 87A.06. With the permission of the range operator, any mitigation required under this section may be provided on the range property.

History: 2005 c 105 s 4

87A.05 NOISE STANDARDS.

Allowable noise levels for the operation of a shooting range are the levels determined by replacing the steady state noise L10 and L50 state standards for each period of time within each noise area's classification with a single Leq(h) standard for impulsive noise that is two dBA lower than that of the L10 level for steady state noise. The noise level shall be measured outside of the range property at the location of the receiver's

activity according to Minnesota Rules, parts 7030.0010 to 7030.0080, as in effect on May 28, 2005. For purposes of this section, "Leq(h)" means the energy level that is equivalent to a steady state level that contains the same amount of sound energy as the time varying sound level for a 60-minute time period.

History: 2005 c 105 s 5

87A.06 NUISANCE ACTIONS; COMPLIANCE WITH SHOOTING RANGE PERFORMANCE STANDARDS.

A person who owns, operates, or uses a shooting range in this state that is in compliance with shooting range performance standards is not subject to any nuisance action for damages or equitable relief based on noise or other matters regulated by the shooting range performance standards. This section does not prohibit other actions.

History: 2005 c 105 s 6

87A.07 CLOSURE OF SHOOTING RANGES.

Subdivision 1. **Closure.** Except as otherwise provided in sections 87A.01 to 87A.08, a shooting range that is in compliance with shooting range performance standards and the requirements of sections 87A.01 to 87A.08 shall not be forced to permanently close or permanently cease any activity related to the primary use of the shooting range unless the range or activity is found to be a clear and immediate safety hazard by a court of competent jurisdiction. In any action brought to compel the permanent closure of any range in compliance with shooting range performance standards and this chapter, or to permanently cease any activity related to the primary use of the shooting range, there is a rebuttable presumption that the range or activity is not a clear and immediate safety hazard. If the shooting range provides evidence that the cause of a proven safety hazard can be mitigated so as to eliminate the safety hazard, the court shall not order the permanent closure of the range, or permanent ceasing of the activity found to be a clear and immediate safety hazard, unless the range operator fails to implement the necessary mitigation to remove the safety hazard by the date that is determined reasonable by the court.

Subd. 2. **Preliminary injunctions.** Nothing in this section prohibits a court from granting a preliminary injunction against any activity determined to be a probable clear and immediate safety hazard, or against any individual determined to be the probable cause of an alleged clear and immediate safety hazard, pending the final determination of the existence of the safety hazard.

Subd. 3. **Permanent injunctions.** A court may grant a permanent injunction only against a particular activity or person instead of permanently closing the range unless the court finds that the remaining operations also pose a safety hazard under this section.

History: 2005 c 105 s 7

87A.08 APPLICABILITY OF OTHER LAWS.

Subdivision 1. **Public safety laws; zoning.** (a) Nothing in this chapter prohibits enforcement of any federal law. To the extent consistent with this chapter, other state laws regarding the health, safety, and welfare of the public may be enforced. To the extent consistent with this chapter, a local unit of government with zoning authority jurisdiction over a shooting range may enforce its applicable ordinances and permits. Nothing in this chapter shall supersede more restrictive regulation of days and hours of operation imposed by the terms and conditions of ordinances and permits that are in effect on May 28, 2005.

(b) If the operator of the shooting range shows evidence that the range can be brought into compliance with the applicable state law, local ordinance, or permit, the range may not be permanently closed unless the range operator fails to bring the range into compliance with the applicable law, ordinance, or permit under this section by the date that the court determines reasonable. Nothing in this section prohibits a court from granting a preliminary injunction against any activity determined to be a violation of a law, ordinance, or permit under this section or against any individual determined to be causing an alleged violation, pending the final determination of the existence of the violation.

Subd. 2. **Permanent injunctions.** A court may grant a permanent injunction only against a particular activity or person instead of permanently closing the range unless the court finds that the remaining operations also create a violation under this section.

History: 2005 c 105 s 8

87A.09 PUBLIC SHOOTING RANGES; ACCESSIBILITY.

(a) A publicly owned or managed shooting range located in the seven-county metropolitan area that is funded in whole or part with public funds must be available at least twice during the spring and twice during the summer for use by participants in a Minnesota Department of Natural Resources firearms safety instruction course under section 97B.015. The shooting range must be available during hours reasonable for youth participants. The range operator may charge a fee to cover any costs directly incurred from use required under this section, but may not charge a fee to offset costs for general maintenance and operation of the facility.

(b) This section does not apply to cities of the first class or a shooting range located on the same premises as a correctional or detention facility that holds or incarcerates offenders.

History: 2012 c 277 art 1 s 18

87A.10 SHOOTING SPORTS FACILITY GRANTS.

The commissioner of natural resources shall administer a program to provide cost-share grants to local recreational shooting clubs or local units of government for up to 50 percent of the costs of developing or rehabilitating shooting sports facilities for public use. A facility rehabilitated or developed with a grant under this section must be open to the general public at reasonable times and for a reasonable fee on a walk-in basis. The commissioner shall give preference to projects that will provide the most opportunities for youth.

History: 2014 c 290 s 13; 2014 c 312 art 13 s 18; 1Sp2015 c 4 art 4 s 40

Minnesota's Shooting Range Protection Act

FAQ Sheet, House Research Bill Summary, and 2005 Chapter 105

(Revised 09-21-2005)

In May 2005, Minnesota Governor Tim Pawlenty signed into law the Shooting Range Protection Act. It became effective on May 28, 2005, becoming Minnesota Statutes, Chapter 87A.

Since the law's passage, a number of questions regarding what the law does and does not address or impact have been asked. This page is intended to help answer and clarify those questions.

What is the intent of Chapter 87A?

To provide shooting ranges with the ability to maintain their operating capacity, if local opposition to an existing shooting range facility arises.

What types of facilities are intended to be covered or protected in Chapter 87A?

Firearms and archery shooting facilities, to include licensed shooting preserves.

Related to those types of facilities, what are the key elements that this law addresses?

That shooting ranges are safely operating, meaning they keep all projectiles (i.e., bullets, pellets and arrows) within their facility boundaries, they keep sound levels generated on the range to an acceptable level, and they operate within a reasonable set of hours. If these are precepts are violated, the range has the opportunity to correct their problems within an acceptable time frame.

Does Chapter 87A take precedence over existing local ordinances, rules, regulations, or operating restrictions for shooting ranges or preserves?

No. Any pre-existing conditional use permit, special use permit, operating hours restrictions, covenants or other performance related requirements set in existence by local units of government with legal jurisdiction over a shooting range are to be maintained. In the meantime, if no pre-existing operating hours are in place for a range, they are now, based on the State's Sound Rule (Minnesota Rules, Chapter 7030).

Chapter 87A references "Performance Standards". What are these?

Primarily, the Performance Standards refer to considerations that need to be taken to ensure the safe operation of a shooting range. The National Rifle Association (NRA) has produced a set of guidelines or recommendations for constructing and operating various shooting ranges. These are contained in the

1999 edition of The Range Source Book: A Guide to Planning and Construction. The NRA uses this document as a reference and teaching tool when they conduct their Range Development and Operations classes throughout the United States. Chapter 87A establishes that, until the DNR adopts permanent performance standards through formal rulemaking processes, this document will be an interim set of standards for safe range operations. This source book is available online from the NRA headquarters at www.nrahq.org/shootingrange/sourcebook.asp.

When will final Performance Standards be established by the DNR?

DNR has been given the responsibility to formally adopt Shooting Range Performance Standards, using the expedited rulemaking process, as defined in State statute.

These Rules will take into account the interim performance standards, and any additional information that is relevant Chapter 87A.

Will all shooting ranges need to be built to the same level or degree?

No. The performance standards are recommendations, and are site specific. In urban or suburban settings, more people can be affected by an operating shooting range. In these settings, where projectile containment is absolutely necessary, all safeguards necessary must be taken to ensure that **all** bullets shot on the range stay on the range property. This concept should be also used as the basis for any range that is built, but the number of required safeguards installed will likely be fewer in a more rural setting. Sound containment must also be installed that will make sure the range is in compliance with Chapter 87A. These will also vary, based on the level of local population density.

The Game and Fish Laws of Minnesota restrict the discharge of a firearm to 500 or more feet away from a residence while hunting, unless permission is granted to be closer. Does this standard apply under Chapter 87A?

No. Shooting ranges and preserves are allowed to have bows and firearms discharged within their boundaries, provided that all projectiles remain on the shooting range. The difference here is that the Game and Fish laws refer only to hunting situations on private lands.

Chapter 87A references a range operation becoming a nonconforming use. What does this mean?

Local zoning definitions governing land uses are subject to change, due to land use changes such as residential development. If local zoning changes take place that make a shooting range a nonconforming use where it had previously been allowed to operate, the range operator has the ability to improve the safety and sound conditions of the range, in order to maintain and continue the operation of the range.

Should shooting range operators be concerned that a law pertaining to shooting ranges is now in effect?

No, not at all. Shooting range operators in Minnesota are allowed to maintain the operation of their facilities, provided they are operated safely, conform to sound level standards, and maintain reasonable operating hours. Most shooting ranges are set in relatively rural and undeveloped land areas. Nothing in Chapter 87A will negatively affect these ranges. Instead, when other development occurs on adjacent land, the range will be given the opportunity to continue operating, and not be subject to closure due to that change.

If neighbors do live near a shooting range, there is now a defined process in place that will allow the range operators to determine if a problem does exist, and allow them to take steps to address those concerns. What Chapter 87A does is help the shooting range operation be a “good neighbor”, taking into consideration the safety, sound, and operating hours in effect on a given shooting range.

What does the “mitigation area” in Section 87A.04 intended to address?

Sound or noise generated by a shooting range, and its impact on neighboring land use. By their very nature of use, shooting ranges generate sound. If a range has development (usually pertaining to one or more residence) within 750 feet of its perimeter, that was planned, approved and/or built before October 1, 2005, it is the range operator’s responsibility to take steps to ensure that the sound levels reaching neighboring land be within the sound standard limits defined in Chapter 87A. After October 1, 2005, any new development within 750 feet of a shooting range’s perimeter will be responsible to pre-plan and install its own sound mitigating devices to keep a range compliant with the sound standards.

In the event that the sound coming off a shooting range is bothersome to a neighboring residence, ideally the range operators and neighbor would be willing to work together, both before and after October 1, 2005, to minimize the sound levels arriving at the neighboring property. This can be achieved through a variety of means, including installing one or more sound berms, walls to deflect sound, one or more firing line enclosures, shooting tubes, and vegetative barriers that can further absorb and/or deflect sound.

What is a brief explanation of the Noise Standard referenced in Chapter 87A?

The noise level referenced in the shooting range law refers to measuring the sound level over an hour’s time at a neighboring property that is receiving the sound generated at a range, to determine a “steady state” level of sound, which is referred to as the Leq(h). This steady state cannot exceed 63 decibels (dBA), and will include the sound generated by the range, along with all other sounds generated and recorded at that [sound] receiving location. Collectively, this will include gunshots, and all other ambient noise. Specific sound measurement methodology, including procedure, equipment, etc., is defined in Minnesota Rules, Section 7300.0060.

What is an obvious activity that can be defined as a “clear and present danger” at a shooting range?

As stated before, one of the main objectives of the Shooting Range Protection Act is to make sure all projectiles shot at a range stay on the property of the range. Any arrows, pellets, or bullets that leave a range’s property could cause harm or injury to others not on the shooting range. This would at least constitute a trespass, and should not, under any circumstances, knowingly be allowed to take place. Whether or not a correctable danger exists could be an issue to be decided in a court of law.

If one portion of a shooting range is deemed to be a safety hazard, does an entire shooting range have to close?

Not unless a court finds that an entire range would pose a safety hazard, and can’t be remedially improved or repaired.

House Research Bill Summary

Analyst: John Helland, 651-296-5039

This publication can be made available in alternative formats upon request. Please call 651-296-6753 (voice); or the Minnesota State Relay Service at 1-800-627-3529 (TTY) for assistance. Summaries are also available on our website at: www.house.mn/hrd/hrd.htm.

Section

- 1 1** **Defines.** Defines terms for the bill.
- 2 2** **Performance standards.** Requires the Commissioner of Natural Resources to adopt shooting range performance standards, under expedited rulemaking, for the safe use and operation of range preserves. Allows interim shooting range performance standards of the National Rifle Association to be used until the DNR adopts permanent ones.
- 3 3** **Compliant ranges.** Allows a shooting range in compliance with the shooting range performance standards to maintain certain normal procedures, including daily firearm discharges between the hours of 7:00 a.m. and 10:00 p.m. Permits a shooting range that becomes a nonconforming use to continue shooting activities within their boundaries as long as conducted with noise and shooting range performance standards.
- 4 4** **Mitigation areas.** Disallows any development or structure approved after October 1, 2005 within 750 feet of the exterior property line of a shooting range if the development would cause the range to fall out of state standards compliance. Allows a development after the above date if the person requesting approval provides necessary mitigation to permit the shooting range to remain in compliance with state standards.
- 5 5** **Noise standards.** Requires certain noise standards for the operation of a shooting range.
- 6 6** **Nuisance actions.** Removes any nuisance action for an operator of a shooting range in compliance with noise and performance standards, except for personal physical injury or property damage.
- 7 7** **Range closure.** Provides that a shooting range operation in compliance with this act and state standards may not be permanently closed unless a range activity is a clear and immediate safety hazard. Provides a rebuttable presumption in any action that the range or activity is not a safety hazard, and allows proven mitigation for the range to correct a safety hazard.
- Subds. 2-3.** Allows a preliminary injunction by a court involving a presumed safety hazard, but a permanent injunction is allowed only against a specific activity or person unless the court finds the entire shooting range poses a safety hazard.
- 8 8** **Applicable law.** Allows federal law enforcement for shooting ranges, and state and local laws when consistent with this act. Limits the permanent closure of ranges similar to section 7.
- 9 9** **Effective date.** Makes the bill effective the day following final enactment.

Minnesota Session Laws - 2005

NOTE: This document DOES NOT represent a copy of the official publication of 2005 Session Laws. The final 2005 Session Laws will be available on the Revisor of Statutes website in early October 2005.

CHAPTER 105-S.F.No. 1908

An act relating to natural resources; establishing the Shooting Range Protection Act; requiring expedited rulemaking; proposing coding for new law as Minnesota Statutes, chapter 87A.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MINNESOTA:

Section 1. [87A.01] [DEFINITIONS.]

Subdivision 1. [APPLICABILITY.] The definitions in this section apply to sections 87A.01 to 87A.08.

Subd. 2. [PERSON.] "Person" means an individual, association, proprietorship, partnership, corporation, club, political subdivision, or other legal entity.

Subd. 3. [SHOOTING RANGE OR RANGE.] "Shooting range" or "range" means an area or facility designated or operated primarily for the use of firearms, as defined in section 97A.015, subdivision 19, or archery, and includes shooting preserves as described in section 97A.115 or any other Minnesota law.

Subd. 4. [SHOOTING RANGE PERFORMANCE STANDARDS.] "Shooting range performance standards" means those rules adopted by the commissioner of natural resources under section 87A.02 for the safe operation of shooting ranges.

Subd. 5. [LOCAL UNIT OF GOVERNMENT.] "Local unit of government" means a home rule charter or statutory city, county, town, or other political subdivision.

Sec. 2. [87A.02] [SHOOTING RANGE PERFORMANCE STANDARDS.]

Subdivision 1. [ADOPTION OF STANDARDS; REVIEW.]

(a) The commissioner of natural resources must develop and adopt shooting range performance standards, according to the expedited rulemaking process under section 14.389. The shooting range performance standards must provide for compliance with applicable noise standards under section 87A.05 and for the safe use of shooting ranges within their boundaries, including the containment of projectiles.

(b) The shooting range performance standards must provide for the operation of shooting preserves within the boundaries of the preserve, including an exemption from any discharge distance imitations generally applicable to hunting on other land, when the shooting preserve is in compliance with all other applicable laws and is in operation on or before the effective date of the performance standards adopted under this section or prior to the development of any structure that would cause the preserve to be out of compliance with the discharge distance.

(c) The commissioner must review the shooting range performance standards at least once every five years and revise them if necessary for the safe operation of shooting ranges.

(d) In the adoption of any amendments to the shooting range performance standards adopted under paragraph (a), the commissioner shall follow all notice and public hearing requirements for the regular rule adoption process under sections 14.001 to 14.28.

Subd. 2. [INTERIM STANDARDS.] Until the commissioner of natural resources adopts the shooting range performance standards under subdivision 1, paragraph (a), the November 1999 revised edition of the National Rifle Association's Range Source Book: A Guide to Planning and Construction shall serve as the interim shooting range performance standards, having the full effect of the shooting range performance standards for purposes of this chapter. The interim shooting range performance standards sunset and have no further effect under this chapter upon the effective date of the shooting range performance standards adopted under subdivision 1, paragraph (a).

Sec. 3. [87A.03] [COMPLIANT RANGES; AUTHORIZED ACTIVITIES.]

Subdivision 1. [AUTHORIZED ACTIVITIES.] A shooting range that operates in compliance with the shooting range performance standards must be permitted to do all of the following within its geographic boundaries, under the same or different ownership or occupancy, if done in accordance with shooting range performance standards:

- (1) operate the range and conduct activities involving the discharge of firearms;
- (2) expand or increase its membership or opportunities for public participation related to the primary activity as a shooting range;
- (3) make those repairs or improvements desirable to meet or exceed requirements of shooting range performance standards;
- (4) increase events and activities related to the primary activity as a shooting range;
- (5) conduct shooting activities and discharge firearms daily between 7:00 a.m. and 10:00 p.m. A local unit of government with zoning jurisdiction over a shooting range may extend the hours of operation by the issuance of a special or conditional use permit; and
- (6) acquire additional lands to be used for buffer zones or noise mitigation efforts or to otherwise comply with this chapter.

Subd. 2. [NONCONFORMING USE.] A shooting range that is a nonconforming use shall be allowed to conduct additional shooting activities within the range's lawful property boundaries as of the date the range became a nonconforming use, provided the shooting range remains in compliance with noise and shooting range performance standards under this chapter.

Subd. 3. [COMPLIANCE WITH OTHER LAW.] Nothing in this section exempts any newly constructed or remodeled building on a shooting range from compliance with fire safety, handicapped accessibility, elevator safety, bleacher safety, or other provisions of the State Building Code that have mandatory statewide application.

Sec. 4. [87A.04] [MITIGATION AREA.]

(a) Except for those uses, developments, and structures in existence or for which approval has been granted by October 1, 2005, or as provided in paragraph (b), no change in use, new development, or construction of a structure shall be approved for any portion of property within 750 feet of the perimeter property line of an outdoor shooting range if the change in use, development, or construction would cause an outdoor

shooting range in compliance with this chapter to become out of compliance.

(b) A change in use, new development, or construction of a structure subject to this section may be approved if the person seeking the approval or, at the discretion of the governing body, the approving authority agrees to provide any mitigation required to keep the range in compliance with this chapter. The person requesting an approval subject to this section is responsible for providing documentation if no mitigation is required under this section. Failure to provide the documentation or any mitigation required under this section exempts the range from being found out of compliance with the shooting range performance and noise standards of this chapter with regard to the property responsible for the mitigation if the failure to provide the documentation or required mitigation is the sole basis for the range being out of compliance with the shooting range performance standards. Any action brought by the owner of the property against the range is subject to section 87A.06. With the permission of the range operator, any mitigation required under this section may be provided on the range property.

Sec. 5. [87A.05] [NOISE STANDARDS.]

Allowable noise levels for the operation of a shooting range are the levels determined by replacing the steady state noise L10 and L50 state standards for each period of time within each noise area's classification with a single Leq(h) standard for impulsive noise that is two dBA lower than that of the L10 level for steady state noise. The noise level shall be measured outside of the range property at the location of the receiver's activity according to Minnesota Rules, parts 7030.0010 to 7030.0080, as in effect on the effective date of this act. For purposes of this section, "Leq(h)" means the energy level that is equivalent to a steady state level that contains the same amount of sound energy as the time varying sound level for a 60-minute time period.

Sec. 6. [87A.06] [NUISANCE ACTIONS; COMPLIANCE WITH SHOOTING RANGE PERFORMANCE STANDARDS.]

A person who owns, operates, or uses a shooting range in this state that is in compliance with shooting range performance standards is not subject to any nuisance action for damages or equitable relief based on noise or other matters regulated by the shooting range performance standards. This section does not prohibit other actions.

Sec. 7. [87A.07] [CLOSURE OF SHOOTING RANGES.]

Subdivision 1. [CLOSURE.] Except as otherwise provided in sections 87A.01 to 87A.08, a shooting range that is in compliance with shooting range performance standards and the requirements of sections 87A.01 to 87A.08 shall not be forced to permanently close or permanently cease any activity related to the primary use of the shooting range unless the range or activity is found to be a clear and immediate safety hazard by a court of competent jurisdiction. In any action brought to compel the permanent closure of any range in compliance with shooting range performance standards and this chapter, or to permanently cease any activity related to the primary use of the shooting range, there is a rebuttable presumption that the range or activity is not a clear and immediate safety hazard. If the shooting range provides evidence that the cause of a proven safety hazard can be mitigated so as to eliminate

the safety hazard, the court shall not order the permanent closure of the range, or permanent ceasing of the activity found to be a clear and immediate safety hazard, unless the range operator fails to implement the necessary mitigation to remove the safety hazard by the date that is determined reasonable by the court.

Subd. 2. [PRELIMINARY INJUNCTIONS.] Nothing in this section prohibits a court from granting a preliminary injunction against any activity determined to be a probable clear and immediate safety hazard, or against any individual determined to be the probable cause of an alleged clear and immediate safety hazard, pending the final determination of the existence of the safety hazard.

Subd. 3. [PERMANENT INJUNCTIONS.] A court may grant a permanent injunction only against a particular activity or person instead of permanently closing the range unless the court finds that the remaining operations also pose a safety hazard under this section.

Sec. 8. [87A.08] [APPLICABILITY OF OTHER LAWS.]

Subdivision 1. [PUBLIC SAFETY LAWS; ZONING.]

(a) Nothing in this chapter prohibits enforcement of any federal law. To the extent consistent with this chapter, other state laws regarding the health, safety, and welfare of the public may be enforced. To the extent consistent with this chapter, a local unit of government with zoning authority jurisdiction over a shooting range may enforce its applicable ordinances and permits. Nothing in this chapter shall supersede more restrictive regulation of days and hours of operation imposed by the terms and conditions of ordinances and permits that are in effect on the effective date of this section.

(b) If the operator of the shooting range shows evidence that the range can be brought into compliance with the applicable state law, local ordinance, or permit, the range may not be permanently closed unless the range operator fails to bring the range into compliance with the applicable law, ordinance, or permit under this section by the date that the court determines reasonable. Nothing in this section prohibits a court from granting a preliminary injunction against any activity determined to be a violation of a law, ordinance, or permit under this section or against any individual determined to be causing an alleged violation, pending the final determination of the existence of the violation.

Subd. 2. [PERMANENT INJUNCTIONS.] A court may grant a permanent injunction only against a particular activity or person instead of permanently closing the range unless the court finds that the remaining operations also create a violation under this section.

Sec. 9. [EFFECTIVE DATE.]

Sections 1 to 8 are effective the day following final enactment.

Presented to the governor May 24, 2005

Signed by the governor May 27, 2005, 4:50 p.m.

Jon Hammel

From: Niska, Chuck E (DNR) <chuck.niska@state.mn.us>
Sent: Thursday, July 02, 2020 3:15 PM
To: Jon Hammel
Cc: Nelson, Thor (DNR)
Subject: Re: Michaletz

Good Afternoon Jon,

I did share your e-mail with Thor, and included my thoughts with him yesterday afternoon. Rather than to have him provide you with a reply, I'll do it. He's got a field area to work in, I don't. He'll get a cc: on this, and will be kept in the loop as we move forward.

The two points to address:

1. The DNR issued license to house and shoot pheasants is annually renewed. If the Michaletz choose not to renew the permit, that's their choice. Not an issue.
2. There is no formal DNR permit to be issued to operate a shooting range that would super cede or need to be coincident with Nicollet County's issuance of a permit to operate a proposed shooting range. This is consistent with the intents set forth in MS 87A, the Shooting Range Protection Act, passed in 2005.

Where DNR permits are issued, those are provided to private landowners requesting permission from a local CO such as Thor, to sight in their firearm(s) within 5 days before and after the firearms deer season.

As per Item 2: I was present at the time of the passage of 87A, attending meetings to discuss its meaning and intent. While the law could have been more specific in pointing it out, the local government with the most direct regulatory authority at the location where a range is proposed has the regulatory or permitting authority. That was the intent approved or signed off on by the League of Cities, and the MN Associations of Townships and Counties.

For a half dozen or more years prior to 87A being passed, there was language punitive to those 3 entities included in what was proposed [for passage]. There was a meeting convened by Les Bensch, the main spokesperson testifying on behalf of 87A, with the heads of the fore-mentioned associations, when and where that compromise was reached.

Last, the only other thing I'd like to comment on is that Wade Cordes seems to be misinterpreting the language in 87A. Which is troublesome, given he is fairly active on social media.

Let me know if this is sufficient. And have a good 4th.

Chuck Niska
Shooting Range Coordinator
MN DNR Division of Enforcement
chuck.niska@state.mn.us
(612) 756-4165

ATTACHMENT M
Chuck Niska, DNR, Permitting/Chapter 87A

From: Jon Hammel <Jon.Hammel@co.nicollet.mn.us>
Sent: Wednesday, July 1, 2020 2:15 PM
To: Niska, Chuck E (DNR) <chuck.niska@state.mn.us>
Subject: Michaletz

This message may be from an external email source.

Do not select links or open attachments unless verified. Report all suspicious emails to Minnesota IT Services Security Operations Center.

Hi Chuck,

This email concerns the former River Ridge Gun Club west of the City of Courtland in Nicollet Township. We're am hoping to get written verification from the DNR that:

1. The previous owners of the facility had a DNR permit, which has now expired, related to the housing and shooting of pheasants on the preserve; and
2. No DNR permit is required for the Michaletz to actually operate their proposed shooting range.

Please let me know if you have any questions about what we're asking for. Thank you for your time sir.

"Please note, the Nicollet County Government Center is requesting limited access to the public at this time. The majority of communication will take place via phone, email, or mail. Office Visits and Site Visits will be limited to those absolutely necessary by appointment. All Documents can be submitted to the department at: niccopermitapps@co.nicollet.mn.us"

Sincerely,



Jon Hammel
Deputy Zoning Administrator/Sr. Planner
Property Services
501 South Minnesota Avenue
St. Peter MN 56082
Phone: 507-934-7071

Mission: Providing efficient services with innovation and accountability.
Core Values: Integrity. Accountability. Innovation. Leadership. Efficiency.

NOTICE:

Unless restricted by law, email correspondence to and from Nicollet County government offices may be public data subject to the Minnesota Data Practices Act and/or may be disclosed to third parties.

This email and any files transmitted with it are confidential and are intended solely for the use of the individual or entity to which they are addressed. If you have received this email in error, please destroy it and notify the sender immediately.

Jon Hammel

From: Niska, Chuck E (DNR) <chuck.niska@state.mn.us>
Sent: Wednesday, July 08, 2020 1:44 PM
To: Jon Hammel
Cc: Nelson, Thor (DNR); Watts, Pat M (DNR)
Subject: Re: Noise Pollution from Gun Clubs

Jon,

I will answer your questions to the best of my ability. Myself and the DNR Enforcement Policy and Legal Analyst, Ms. Pat Watts, are two of the handful of staff employees who were present at the time of passage of MS 87A (i.e. May 2005), who are still employed at DNR. Many in attendance then have since retired.

We met with one of the authors of the statute, as well as others involved in crafting the final language passed into law in July 2005, so to have an understanding of the meaning and intents of MS 87A. I will be copying Pat, in the event she may have any additional comments to add, or, to provide correction if needed.

In addressing your points or questions, my responses are below.

1. Regulation of all shooting ranges is the responsibility of the local governmental until with the most direct control over a particular site. In a step down determination, from a county, to a township or city.
2. The sound from a gun club/shooting range is measured using a methodology defined in MN Rules Chapter 7030.0060, Subparts 4 and 5. In short, a certified audio technician uses a properly calibrated machine to take sound measurements for a continuous hour, as per MS 87A.
3. See item 2. It is the responsibility of the requestor to employ a qualified vendor of their choice to take the measurements, using the procedures outlined in MCAR 7030.0060.
4. Sound is measured at the "point of reception", defined in MCAR 7030.0060 Subpart 1.

Chuck Niska
Shooting Range Coordinator
MN DNR Division of Enforcement
chuck.niska@state.mn.us
(612) 756-4165

From: Jon Hammel <Jon.Hammel@co.nicollet.mn.us>
Sent: Wednesday, July 8, 2020 12:13 PM
To: Niska, Chuck E (DNR) <chuck.niska@state.mn.us>
Subject: Noise Pollution from Gun Clubs

This message may be from an external email source.

Do not select links or open attachments unless verified. Report all suspicious emails to Minnesota IT Services Security Operations Center.

ATTACHMENT N
Chuck Niska, DNR, Noise Pollution

Hi Chuck,

Thanks for taking my call earlier. So the main questions are:

1. Who is responsible for regulating/enforcing noise controls/pollution from gun clubs?
2. How is the sound/noise from a gun club measured?
3. Who is responsible for measuring the sound/noise from a gun club?
4. Where is the sound/noise measured from?

I thank you in advance for your help.

"Please note, the Nicollet County Government Center is requesting limited access to the public at this time. The majority of communication will take place via phone, email, or mail. Office Visits and Site Visits will be limited to those absolutely necessary by appointment. All Documents can be submitted to the department at: niccopermitapps@co.nicollet.mn.us "

Sincerely,



Jon Hammel
Deputy Zoning Administrator/Sr. Planner
Property Services
501 South Minnesota Avenue
St. Peter MN 56082
Phone: 507-934-7071

Mission: Providing efficient services with innovation and accountability.

Core Values: Integrity. Accountability. Innovation. Leadership. Efficiency.

NOTICE:

Unless restricted by law, email correspondence to and from Nicollet County government offices may be public data subject to the Minnesota Data Practices Act and/or may be disclosed to third parties.

This email and any files transmitted with it are confidential and are intended solely for the use of the individual or entity to which they are addressed. If you have received this email in error, please destroy it and notify the sender immediately.

[Total Control Panel](#)

[Login](#)

To: jon.hammel@co.nicollet.mn.us

[Remove](#) this sender from my allow list

From: chuck.niska@state.mn.us

You received this message because the sender is on your allow list.

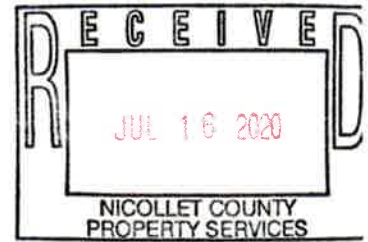
DAVID M. GROSS
6420 FRENCH LAKE TRAIL
FARIBAULT, MINNESOTA, 55021-7482

Communications:

(H) (507) 333-5615

(E-MAIL) DavidMGross@centurylink.net

(Cell) (612) 388-3880



July 15, 2020

Mandy Landkamer, Director
Nicollet County property and Public Services

Ms. Landkamer:

SHOOTING RANGE CURRICULUM VITAE

A few weeks ago, I was contacted by Chuck Niska, the Minnesota DNR Shooting Range Coordinator who was able to track me down through his contact with Les Bensch, the other "citizen advocate" for the Minnesota Shooting Range Protection Act of 2005, Chapter 87A of the Minnesota Statutes. Chuck and I have worked together for approximately 15 years, with much more contact at the beginning of the Shooting Range Protection Act in 2005, and before that consulting on the substance of that law and its development. He was concerned that there was misinformation being spread about the River Ridge Gun and Archery Club proposal and that the County might need some explanation as to the content and implementation of the law from one of its authors. I contacted the Michaletzses for information, reviewed the public record that I could find, and saw some postings on Facebook from the Cordeses and their Facebook Friends. Based on those inputs, I agreed to provide an explanation of the Shooting Range Protection Act and its application to this situation for the edification of Nicollet County Officials and the public. But first, I'll provide some historical background.

Les, who had established the Viking Valley Hunt Club near Ashby, MN, which featured a complete "resort level" Shooting Preserve and Clay Pigeon "tune-up" challenges including Sporting Clays, was concerned that the extensive investment of capital, effort, and expertise required to run a facility such as his was "at risk" almost literally at the political whim and caprice of uninformed, misinformed, prejudiced, and/or misled public officials applying vague, indefinite, subjective principles of land use and alleged "safety." In contact with other Shooting Preserves around the state, he saw them, as well as Shooting Ranges coming under increasing pressure, and unnecessary expense and restriction, and even attack (sometimes from developers who wished to acquire and develop the land for housing) from urban and suburban expansion.¹

¹ Dennis Anderson: Gun ranges face extinction
Dennis Anderson, Star Tribune
March 19, 2004

Give Les Bensch this: He's persistent.

Bensch, owner of Viking Valley Hunt Club near Ashby in west-central Minnesota, is at the Capitol again this year, lobbying to protect gun ranges from extinction.

ATTACHMENT O
David Gross Letter, Submitted 7/16/20

Oxymoronically, as the demand for the services and experiences of Shooting Preserves and Ranges was increasing by virtue of the member/customer base moving ever closer and more densely toward and around them, their ability to serve that base was becoming ever more restricted and even eliminated. Their existence was being threatened, and some had been regulated, or simply driven, out of existence, usually on a pretext. There was no "protection" of the rights of shooting ranges, whether commercial or private membership clubs, and the shooters

It is not too strong of word, extinction, when used to describe the threat facing gun ranges, particularly in Minnesota. In this state, as in few others, gun ranges operate without protection from unwarranted harassment and frivolous lawsuits, each usually directed by neighbors who allege their peace has been disturbed by the sound of gunfire. Fair enough. Except that in many cases, the complaining neighbors arrived after the gun ranges were established. "People move in after houses are developed near shooting ranges, then they start complaining," Bensch said. "Even though, in many cases, the noise is no louder than what they might hear from traffic on a nearby highway. It's just a different kind of noise."

Everyone agrees development near gun ranges won't abate. Which is why Bensch and the groups he represents -- the Minnesota Game Breeders Shooting Preserve Association and the Minnesota Sporting Clays Association -- seek the legal protection afforded gun ranges in some 35 other states.

Bensch came close to achieving that protection last year when the Minnesota House passed a shooting range protection bill.

A similar measure passed the House in 2002.

Both times, however, the measure stalled in the Senate -- the same place it is hung up this session.

"This shouldn't be a partisan issue," Bensch said. "And it's not a gun issue. I think everyone agrees shooting ranges are important. Law enforcement officers use them, as do target shooters, kids taking gun training and hunters.

"It's *how* we protect gun ranges that's at issue right now."

Craig Johnson agrees.

Johnson represents the Minnesota League of Cities, which, with the Minnesota Association of Townships and the Association of Minnesota Counties, opposes the House's shooting-range protection bill.

Johnson said his group doesn't want gun ranges to go away.

"But land uses are changing," he said. "Development occurs all the time next to existing land uses, and the bill that is in the House, like the shooting range bill that passed the House last year, takes away local units of government's ability to regulate those uses.

"In the process, it gives too much deference to shooting ranges."

Minnesota counties, cities and townships are willing to negotiate a compromise, Johnson said, because they worry the House bill might otherwise become law, perhaps by amendment to an unrelated bill.

But those groups will bend only so much, Johnson said, and unless agreement is reached in coming weeks, the issue will die for another session.

Meaning shooting ranges, at least for one more year, will be on their own.

A lot is at stake for gun owners, including law enforcement officers. Gun range protection is particularly urgent in and near the Twin Cities, where some 38 shooting ranges exist in a 14-county area.

That number could shrink in coming months.

St. Anthony Gun Club might close, according to some reports, and Metro Gun Club in Blaine is located where a new Vikings stadium is being considered.

Oakdale Gun Club, meanwhile, seems to be evermore surrounded by housing developments, as does Minneapolis Gun Club in Prior Lake and South St. Paul Gun Club.

"People don't realize how important it is to our society to save gun clubs," Bensch said. "It's the one resource that, once it's gone, is never coming back."

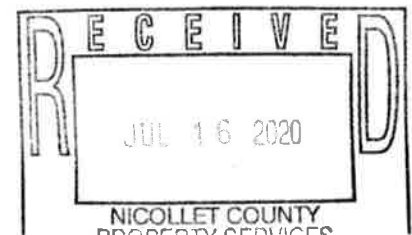
Bensch said that whatever legislation is passed (assuming legislation is passed) will impose noise standards on gun clubs and hours they can operate.

"But we also want to develop processes to handle complaints against shooting ranges," Bensch said. "If a complaint is made and the local unit of government chooses to follow up on it, they will have to conduct a noise check. Then, if necessary, they can submit an affidavit to a court saying the range is out of compliance.

"That kind of process we can work with. A lot of the complaints right now are frivolous. Like: 'I don't like the noise.'

"We want to move from the frivolous to the factual."

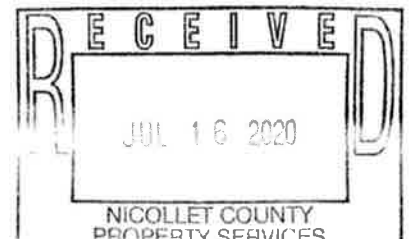
Dennis Anderson is at danderson@startribune.com.



who used them. Outdoor writer Dennis Anderson's article in the Star Tribune roughly outlining the situation is in footnote 1.

My experience took a different tack as a Prosecutor and Municipal Attorney who took up defensive firearms ownership at the behest/advice, and instruction, of the law enforcement officers I served and advised, including Minneapolis Police, Hennepin County Sheriff, and Minnesota State Patrol. Already an avid Upland Game, sometimes Duck, and Firearms Deer hunter, I took up PPC (the FBI's "Practical Pistol Course") competition in order to tune up and stay proficient in handgun skills. A neighbor convinced me to join a trap league with him at the City of Edina Whipperrman Shooting Range, and additionally, he and I used to go shoot rounds of Trap and Skeet every Sunday at the then Metro Winchester Gun Club (The "Winchester" was dropped when the Winchester Firearms and Ammunition ceased operating them and sold them off into private ownership and operation.) in Blaine, MN for about a decade. I discovered competitive high power (center fire) rifle shooting with a borrowed M1 Garand Rifle, shooting the National Match Course under the auspices of the Director of Civilian Marksmanship (DCM) and the National Board for the Proficiency in Rifle Practice (NBPRP) as set out in Title 10 of the United States Code and the National Rifle Association (NRA). Eventually on the Minnesota State Service Rifle Team to the National Matches held at National Guard Camp Perry, Ohio (Port Clinton, Ohio), I hold a NRA Master rating ("across the course" – 200, 300, 600 yards) and an Expert rating in Long Range Rifle (800, 900, 1,000 yards – Palma Course, and Wimbledon). I'm Civilian Distinguished Rifleman #1130 with a [Military] Service Rifle (awarded to me by the Director of Civilian Marksmanship, Department of the Army) in the more than 100 year history of the program. While on the National Rifle Association Board of Directors (1992 – 1998), I was Chair of the High Power Rifle Committee which oversaw the NRA sanctioned competition rules and also on the Shotgun Committee. High Power Rifle was in a transition phase with the advent of the competition AR15/M16 rifle and the development of the "Semiautomatic Match Rifle." We worked on, reviewed, and modified the range design and operational rules for safety of the shooters, range personnel, and the neighbors/public.

One of the aspects of a shooting range is the generation of sound pressure in the outdoor atmosphere from gunshots, i.e. noise. Back in the mid-70s and early 80s, I lived in the most western Minneapolis neighborhood called Bryn Mawr, just west and across the railroad tracks from the Kenwood neighborhood, along State Highway 12, which was being "upgraded" to Interstate Highway status as I-394. Highway 12 already carried nearly 80,000 cars a day past our neighborhood and the noise was bothersome, even becoming oppressive during the increasingly congested-and-extended rush hours, morning and evening. It promised to be worse after achieving Interstate status, with higher speeds, more cars (the raison d'être for the upgrade to more lanes), and longer rush hour periods. By the time Highway I-394 was to open, the traffic had increased to over 100,000 vehicles per day and the rush hours had lengthened considerably. We wanted some protection of our health and safety, as well as the use and enjoyment of our property. We discovered that the Federal Government, which paid the lion's share of the bill for the Interstate highways, was "exempt" from the state noise standards by the Supremacy of "Interstate Commerce," quite literally "above" the state law, which restricted the noise levels to 10 decibels lower than the federal standards. We learned that 10 decibels was a LOT of noise, extra sound pressure/energy, as the Decibel Scale is logarithmic, which makes the graph of



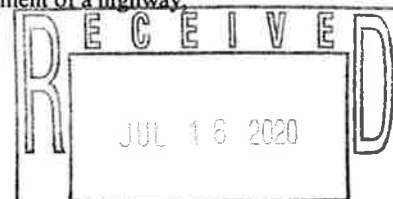
quadratic formulae “look” linear or straight-line. So, 10 Decibels was 100 times more sound energy as measured scientifically.

A PCA “primer” on Noise, **A Guide to Noise Control in Minnesota: Acoustical Properties, Measurement, Analysis, and Regulation** is available on the Minnesota PCA website at <https://www.pca.state.mn.us/sites/default/files/p-gen6-01.pdf>. We “activists” from the Bryn Mawr Neighborhood Association were able to convince the Department of Transportation of the State of Minnesota (MNDOT), with the help/insistence of the Legislature, to give us Minnesota Citizens alongside an Interstate Highway the same health and safety protection as would flow from a State of Minnesota project by designing extra sound protection/abatement into and on top of the federal design, at state expense, using our tax dollars to protect us. No more protection, and certainly no less, than that which was state law. And thus came into existence the sound walls along highway rights of way protecting residential neighborhoods and the other Noise Area Classifications to the levels which protect health and safety as set out in the Minnesota Rules, Chapter 7030: Noise Pollution Control (<https://www.revisor.mn.gov/rules/7030/>). I’m proud to have had a positive impact on the quality of life of my neighbors and my family through the use of science and physics which I was taught in high school. All we required, and all we were entitled to, was the healthy and safe sound levels determined by medicine and measured by the science. Thus, I learned about sound, its measurement, and strategies for its abatement. I also learned about “checkbook advocacy” when it came to shooting ranges. Most of them had been established in what used to be the countryside on marginal or poor farmland or grazing land, often environmentally varied “waste” land, inexpensive land, by shooters who poured their sweat equity into the range developments rather than money that they didn’t have. Usually, initially, they were far enough away from population that noise wasn’t an issue, but close enough to where they lived for convenience of the members. The membership usually used local soils to construct and place, often by hand and starting out small in the number of shooting positions, earthen embankments in back of, behind, the targets in order to catch and contain, stop, the projectiles; literally, “backstops.” It was easy to harass these low-budget ranges and clubs out of existence by filing legal actions claiming the “nuisance” of noise, appealing to the prejudice against firearms based on ignorance (“fear and loathing”), the “danger” of firearms, pollution, and the “incompatibility” of a shooting range with expensive McMansions and expansive, manicured lawns and grounds. Developers bought up neighboring farms and wooed local governments with promises of property tax dollars, if they would help get rid of the problematic shooting ranges that were a fly in their marketing ointment.

What we had discovered, when we looked at the Pollution Control Laws concerning shooting noise, was that there weren’t any Rules or Standards which applied to shooting ranges. It was a situation where everything was a “jump ball;” there were no applicable rules, and, therefore, there were no rules to be broken.” Shooting ranges had been left adrift upon a stormy sea obscured by dense fog and without a lighthouse to warn of the reefs or the man-made minefields.²

² M.S. 116.07

Subd. 2a. Exemptions from standards. No standards adopted by any state agency for limiting levels of noise in terms of sound pressure which may occur in the outdoor atmosphere shall apply to (1) segments of trunk highways constructed with federal interstate substitution money, provided that all reasonably available noise mitigation measures are employed to abate noise, (2) an existing or newly constructed segment of a highway,



"Subd. 2a. Exemptions from standards. No standards adopted by any state agency for limiting levels of noise in terms of sound pressure which may occur in the outdoor atmosphere shall apply to . . . (4) skeet, trap or shooting sports clubs . . . Nothing herein shall prohibit a local unit of government or a public corporation with the power to make rules for the government of its real property from regulating the location and operation of skeet, trap or shooting sports clubs, . . ." (Emphasis supplied)

The result was that not only were there no state sound rules which restricted shooting ranges, but also (according to the courts who interpreted the statutory scheme) there also were no rules which PROTECTED shooting ranges from the predatory overreach of their neighbors. The rules and standards which existed simply did not apply in any fashion. Because of this regulatory ellipsis, the "normal" common law concepts of "Primus In Tempore" (First In Time; [First In Right]) "Moving To The Nuisance Means No Complaint" were held to be inapplicable because of the later sound/noise regulatory scheme which superseded them.

RICE COUNTY EXPERIENCE

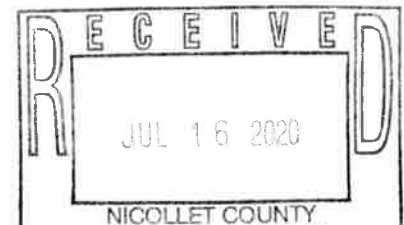
Faribault Rifle and Pistol Club, Inc.

West Shieldsville Citizens Action Group

The complete political, legal, and regulatory absurdity of the situation coalesced and clarified during my representation of the Faribault Rifle and Pistol Club, Inc. in its move from its location just north of the city limits of Faribault where it had been located for well over 40 years to the western edge of Rice County. We were opposed by an alleged "group" of neighbors, people out of Northfield, self-styled as WESCAG (West Shieldsville Citizens Action Group) led by a person named Richard Dworsky, an audiologist and speech therapist. He had an auxiliary career as a singer named "Rafi," a composer, musician, and singer of children's songs. He was very good at that, and my children grew up listening to his music. Living a few miles from the range, he was driven by a pathological hatred of guns, a belief that the Second Amendment was an embarrassing anachronism, and that the people who owned them and used them were "lesser" human beings, undeserving of enlightened consideration and privileges, let alone "rights." This passionate, elitist prejudice almost literally blinded him to reality.

Their first attack was clever, convincing Michael P. David's daughter, Emily, to obtain a power of attorney from her father, the owner of a farm in western Rice County which included 64 acres of marginal grazing land, and to rescind the purchase agreement with the Faribault R&P Club for that 64 acres on the basis that the pending CUP application (a condition of the sale) was taking "too long." Of course the "delay" in the Permit process was caused by WESCAG's insistence upon all sorts of demands relating to alleged environmental issues which stalled the

provided that all reasonably available noise mitigation measures, as approved by the commissioners of the Department of Transportation and Pollution Control Agency, are employed to abate noise, (3) except for the cities of Minneapolis and St. Paul, an existing or newly constructed segment of a road, street, or highway under the jurisdiction of a road authority of a town, statutory or home rule charter city, or county, except for roadways for which full control of access has been acquired, (4) skeet, trap or shooting sports clubs, or (5) motor vehicle race events conducted at a facility specifically designed for that purpose that was in operation on or before July 1, 1996. Nothing herein shall prohibit a local unit of government or a public corporation with the power to make rules for the government of its real property from regulating the location and operation of skeet, trap or shooting sports clubs, or motor vehicle race events conducted at a facility specifically designed for that purpose that was in operation on or before July 1, 1996.



process. Then, Assistant County Attorney Meredith Erickson told the Environmental Services Director to return the CUP Application to the Club, ending the process, on the basis that the Club no longer had a qualifying interest in the property because of the unilateral rescission of the purchase agreement by the Attorney in Fact. That kind of circular "reasoning" is often called a "bootstrap" (from 'pulling oneself up by the bootstraps.')

Suffice it to say that after 5 civil actions (Specific Performance of the purchase agreement by FRPC and various "Environmental" actions/Motions by WESCAG) and 4 Writs of Mandamus directed at Rice County (by FRPC forcing the County to follow its own Rules and the law contrary to Meredith's advice driven by 2 County Commissioners from the Northfield area), the Faribault Rifle and Pistol Club, Inc. had its land and Permit to begin construction. The obstructionism by WESCAG had cost 2 years' time and many tens of thousands of dollars of attorney fees and expenses on both sides of the cases. WESCAG tried to wear the Faribault R&P Club down. The tragic look on Michael P. David's face when he looked at the net-amount check (after attorney and filing fees, costs, and disbursements) he received for his 64 acres of land at the court-ordered closing was a novel whose story highlighted the waste of time and resources of playing politics around constitutional and property rights. It all finally stopped when Judge Wolfe issued a Dismissal and Order finding that WESCAG's lawsuit had "no basis in either law or fact" and issued sanctions under Rule 11 for Faribault R&P Club's Costs, Disbursements, and Attorney Fees in the final legal action of the saga. I was able to show him the emotional toll he had wreaked and to "make it personal" for Mr. Dworski, as President of the unincorporated association (WESCAG) who had signed all the papers in court, by lodging the judgment as a lien against his property. Decisions and actions have consequences and forced him to go begging money from his "group" in order to get the lien satisfied and lifted: "Success has a thousand fathers; failure is an orphan." We never heard from WESCAG or Mr. Dworski, again, ever. Meredith's "Rabbis," the Northfield area Commissioners were unelected and replaced; and Meredith quit using her public position to play politics instead of practicing law as a public servant. My attempts to have Meredith charged and prosecuted under M.S. 609.43 (MISCONDUCT OF PUBLIC OFFICER OR EMPLOYEE) came to naught, but she disappeared from view, apparently chastised, and I haven't seen her or heard from her in 20 years.

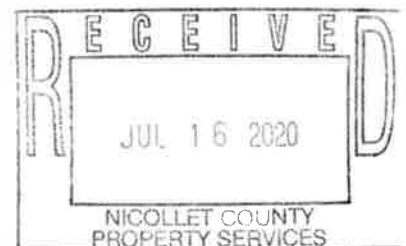
SHOOTING RANGE PROTECTION ACT 2005

K.I.S.S.

Keep It Short and Sweet

Keep It Simple, Silly

So, Les and I got together in late 2003 after the success of the Gun Owners Civil Rights Alliance (GOCRA)/Concealed Carry Reform, NOW! (CCRN) on the Minnesota Citizens Personal Protection Act of 2003 (MCPPA) and combined our resources, knowledge, experience, and expertise and worked with the Minnesota League of Cities, Minnesota Association of Townships, and the Association of Minnesota Counties to develop a statutory and regulatory scheme which gave the shooting ranges the protection from interference which they needed to survive and to flourish, preserved the limited and necessary regulatory authority of local units of government, and, as well, protected the health and safety of the neighbors and the public from excessive intrusion with clear, enforceable standards of performance. This remedial law, remedying a travesty, was a win-win.



We were able to do all that in less than 3 and a half pages of relatively simple wording referencing and adopting authoritative, expert, and established sources, a somewhat multi-disciplinary approach, with the help and political guidance of the bills author, Senator Satveer S. Chaudhary, an Immigration attorney in Minneapolis.³ We drafted the law as a “can do” authorization and not as a general prohibition with a list of exceptions. This is in synchronicity with the general approach of American Law that “anything which is not specifically and expressly prohibited is allowed,” and “The less said, the better; less is more.”

First, we defined the scope of the law by defining what is covered: “shooting range or range.” M.S. Section 87A.01. In this instance, there is no question that this Michaletz property already is a “Shooting Range” by virtue of the existing Sporting Clays course, the Rifle Range, and the Shooting Preserve.

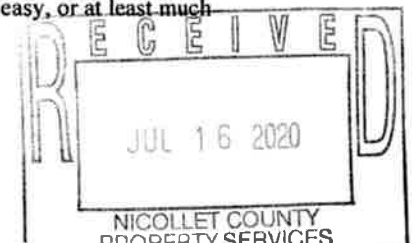
Second, **the overarching principle in the Shooting Range Protection Act is the requirement of “containment,”** the keeping of one’s activities controlled on one’s own property and not trespassing onto another’s property. One principle (One doesn’t “set foot” on another’s property without authorization, invitation, or permission) with two specific and precise, common sense applications: 1) containment of projectiles to the property and /or on land which is controlled, and 2) containment/mitigation of noise impacts on neighbors. All the rest is detailed commentary and refinement.⁴ The vague, indefinite, subjective principles of land use and alleged, subjective “safety,” but really just subjective, vague, self-serving claims of “annoyance,” are replaced with objective, definite, scientifically defined and measurable standards of medical health and safety. Gone was the circularity of the desired, pre-ordained conclusion being used as the premise for the so-called “analysis.”

If a shooting range meets the “containment” performance standards, nothing else, no matter 1) what activities are engaged in, 2) by however many participants, 3) of whatever nature involving shooting, and/or 4) how often, matters, as there is no legal harm, and, therefore, no foul under the law. See, M.S. Section 87A.03. The compliant Shooting Range **“must be permitted to do all . . . within its geographic boundaries, under the same or different ownership or occupancy . . .”** The Shooting Range can change owners, operators, enlarge its membership, increase its activities and events, enlarge itself physically/geographically, and operate daily during 7:00 a.m. and 10:00 p.m.. Incidentally, for the purposes of regulation, the hours between 7:00 a.m. and 10:00 p.m. already were defined as “Daytime:”

7030.0020, Subp. 3. Daytime. “Daytime” means those hours from 7:00 a.m. to 10:00 p.m. To the extent that the prior permits are in conflict with Chapter 87A, or more restrictive than what state law allows, those restrictions are superseded, preempted, and void. That’s the situation

³ Sections 87A.09 and 87A.10 were added in 2012 and 2015, respectively, removing public use access restrictions from taxpayer funded facilities in the 7 county Metropolitan area for the purposes of DNR firearms safety training and upgrading private clubs in order to provide more public access.

⁴ The Jewish sage, **Hillel**, is popularly known as the author of two sayings: . . . , and (2) the expression of the ethic of reciprocity, or “Golden Rule”: “That which is hateful to you, do not do to your fellow. That is the whole Torah; the rest is the explanation; go and learn.” (Babylonian Talmud, Shabbat 31a) . In other words, one need not strive to be a Saint (“Do unto others as you would have them do unto you.”); one needs just simply to avoid being a jerk. The former is extremely difficult to achieve, the latter is easy, or at least much easier, to achieve.



for River Ridge Gun and Archery Club. The only carry-over restrictions are “days and hours” in force prior to May 29, 2005. 87A.08.

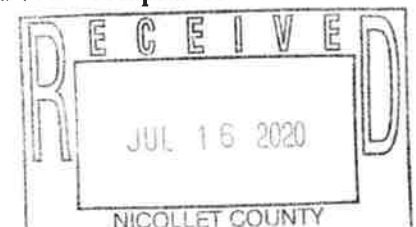
The Legislature established the applicable noise standards for Shooting Ranges, superseding the PCA Rules “abstinence” on the matter. *See*, M.S. 87A.05, explicitly referencing that the noise be measured “outside of the range property,” at the location of the receiver’s activity, using the measurement standards and methodologies of the PCA Rules. So, in this case, Household Units are Noise Area Classification 1 and entitled to the most protection, whereas a Horse Coral is “Agricultural and related activities,” NAC 3, and entitled to much less. *See*, 7030.0050 NOISE AREA CLASSIFICATION. *See*, also, Rules 7030.0040 NOISE STANDARDS:

Subp. 2. Noise standards.

Noise Area Classification	Daytime		Nighttime	
	L ₅₀	L ₁₀	L ₅₀	L ₁₀
1	60	65	50	55
2	65	70	65	70
3	75	80	75	80

We also provided for neighboring development and reimplementation/reassertion of the equitable maxim: “Moving to the nuisance means no complaint,” if the Shooting Range is in compliance with the performance standards for the NAC before the development. So, for example, existing Agricultural land (NAC 3) is proposed to be developed into housing (NAC 1). *See*, M.S. 87A.04 Mitigation Area. When development around a Shooting Range is proposed, somebody needs to pay for the mitigation of the previously lawful noise, and it is NOT the range that must do so, because the range is not changing the circumstances concerning health and safety standards of noise. If the noise generated by the Shooting Range is going to be above the health and safety standards AFTER the development without additional mitigation, then the developer, the person(s) causing the development/NAC change, need to provide that protection for them or for themselves. In a nutshell, a local unit of government is not allowed to permit development which will place people in danger concerning their health and safety. So, within the 750 feet of the property line of the Shooting Range property, or that property which it controls, the developer must provide either evidence that the development will NOT put the Shooting Range out of compliance or provide the mitigation to prevent the Shooting Range from being put out of compliance by the developer’s actions. That is to be done by the developer or cooperatively by the developer and local unit of government with some of those increased tax dollars the development will generate.

In this case, the Michaletz/River Ridge are making the changes, the redesign and increases in variety and, they hope, extent of use; so, they will have to provide the mitigation in order to maintain compliance with the Shooting Range Performance Standards. Such mitigation appears to be an integral part of their plans, forward-thinking and clever designs, and concerted effort/investment. According to Chapter 87A, maintaining compliance, containing their activities within the limits of the law to their geographic boundaries, is the key to their being permitted to expand and offer variety of activities around shooting: “A shooting range that operates in compliance with the range performance standards must be permitted to do all . . .” Compliance



grants them immunity from "nuisance" actions, but not other torts. The Shooting Range can be shut down, partially or completely, only with full pre-deprivation due process (Notice and an opportunity to be heard) in the courts and not by administrative fiat requiring the range to struggle to survive after the fact. *See*, M.S. 87A07. Specifically, the shooting range is the beneficiary of a presumption requiring evidence to overcome. This is contrary to the former practice where the mere allegation of danger triggered a cynically-labeled "gun exception" to the requirement of proof of a clear and immediate safety hazard. That harassing practice is now "dead and buried."

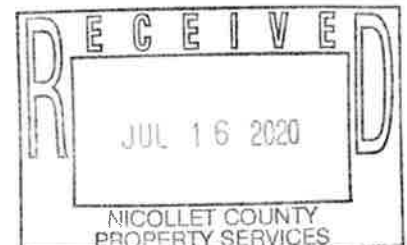
RESIDUAL LOCAL AUTHORITY

M.S. Section 87A.08 preserves local government's authority to apply and enforce state laws regarding health and safety of the public and its own applicable laws and permits, such as building codes, fire codes, handicapped access, food service safety, sanitation, environmental laws during construction, such as, for example, pollution control, soil conservation, and wetland conservation. A shooting range does not have the authority to build inferior structures, maintain hazardous conditions with regard to fire and chemical hazard, or pollute or to impair public land and waters, or the private land of others without consent.

And, for what it is worth, the existence, maintenance, and access to shooting ranges has acquired a Second Amendment, Constitutional dimension, concerning the right to keep and bear arms. *Ezell v. City of Chicago*, 651 F.3d 684 (7th Cir. 2011):

The plaintiffs challenge only the City's ban on firing ranges, so our first question is whether range training is categorically unprotected by the Second Amendment. *Heller* and *McDonald* suggest to the contrary. The Court emphasized in both cases that the "central component" of the Second Amendment is the right to keep and bear arms for defense of self, family, and home. *Heller*, 554 U.S. at 599, 128 S.Ct. 2783; *McDonald*, 130 S.Ct. at 3048. The right to possess firearms for protection implies a corresponding right to acquire and maintain proficiency in their use; the core right wouldn't mean much without the training and practice that make it effective. Several passages in *Heller* support this understanding. Examining post-Civil War legal commentaries to confirm the founding-era "individual right" understanding of the Second Amendment, the Court quoted at length from the "massively popular 1868 Treatise on Constitutional Limitations" by judge and professor Thomas Cooley: "[T]o bear arms implies something more than the mere keeping; it implies the learning to handle and use them ...; it implies the right to meet for voluntary discipline in arms, observing in doing so the laws of public order." 554 U.S. at 616, 617-18, 128 S.Ct. 2783 (internal quotation marks omitted); *see also id.* at 619, 128 S.Ct. 2783 ("No doubt, a citizen who keeps a gun or pistol under judicious precautions, practices in safe places the use of it, and in due time teaches his sons to do the same, exercises his individual right." (quoting BENJAMIN VAUGHAN ABBOTT, JUDGE AND JURY: A POPULAR EXPLANATION OF THE LEADING TOPICS IN THE LAW OF THE LAND 333 (1880))).

Id. 651 F.3d 684 @ 704.



Similarly, the **Minnesota Hunting and Fishing Heritage, Amendment 3 (1998)** has the same bearing on so-called "sporting" uses of firearms as the Second Amendment does for personal protection and home security. Banning the use of certain firearms (handguns, rifles, shotguns) at a range where the projectiles and noise can be properly contained within the geographical boundaries of the range violates the constitutions in that it denies people the training and practice to acquire and maintain proficiency and effectiveness in their use.

NEIGHBORHOOD OBJECTIONS

So, now, that brings us to the protestations of Wade and Valeda Cordes, abutting neighbors, concerning the proposed River Ridge Gun and Archery Club. In sum, it is difficult to imagine a more imaginative and bold effort to mislead the officials, to read the law upside-down and backwards and misrepresent it.

The letter starts out listing/misrepresenting several matters which were/are superseded by the Shooting Range Protection Act, such as 1) limitations on the type of firearms, 2) the prohibited discharge distances and circumstances, 3) asserting some sort of range obligation to pay for the township's performance of its governmental duties using tax dollars, and 4) to enforce the speed laws which it has zero authority to enforce. That is a law enforcement matter, not a zoning and planning matter. River Ridge Gun and Archery Club has no jurisdiction over their customers until they enter the facility. Asking that the River Ridge Gun and Archery Club, which pays its taxes to the State, County, and Township, additionally do the Township's job on dust control and road signage, and the Sheriffs job in speed enforcement, is patently absurd.

1) The Shooting Preserve concerned "put-and-take" bird hunting, where shotguns are required both by law, regulation, and practice. That is the "Preserve" and permit activity referred to in the CUPs. Other more-controlled shooting, such as the Sporting Clays and the Rifle shooting authorized by law in 2005 is not so restricted, as long as the "containment" performance standards are observed.

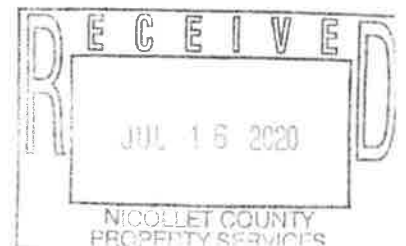
2) The claim of "No shooting within 500 feet from residential property/yard, bordering neighbor land" is simply and clearly an exaggeration and overstatement of any DNR regulations, and, as well, out of context.

a) The DNR regulations apply to "hunting" only, where game may be shot at in any direction. It applies ONLY to licensed hunting and reads:

On another person's private land or a public right-of-way, a person may not discharge a firearm within 500 feet of a building occupied by humans or livestock without written permission of the owner, occupant or lessee of the building.

See, 2019 Hunting and Trapping Regulations, page 9. See, also, M.S. Section 97A.021 CONSTRUCTION.

b) If Wade & Valeda Cordes had done ANY research into the laws and regulations which they claim to cite, they would have discovered "The Shooting Range Protection Act: FAQ Sheet" on the DNR web site at http://files.dnr.state.mn.us/destinations/shooting_ranges/range_law_qa.pdf and explaining the nature and scope of the DNR's responsibilities and powers under the law with regard to Shooting Ranges.



1) With Regard to the "500 foot Rule," they would have found the following:
The Game and Fish Laws of Minnesota restrict the discharge of a firearm to 500 or more feet away from a residence while hunting, unless permission is granted to be closer. Does this standard apply under Chapter 87A?

No. Shooting ranges and preserves are allowed to have bows and firearms discharged within their boundaries, provided that all projectiles remain on the shooting range. The difference here is that the Game and Fish laws refer only to hunting situations on private lands.

2) With regard to Rifle Range noise and the ordinances of Nicollet County and others superseded by the Shooting Range Protection Act, they would have found, first, the explicit preemptive law in 87A.05:

87A.05 NOISE STANDARDS.

Allowable noise levels for the operation of a shooting range are the levels determined by replacing the steady state noise L10 and L50 state standards for each period of time within each noise area's classification with a single Leq(h) standard for impulsive noise that is two dBA lower than that of the L10 level for steady state noise. The noise level shall be measured outside of the range property at the location of the receiver's activity according to Minnesota Rules, parts 7030.0010 to 7030.0080, as in effect on May 28, 2005. For purposes of this section, "Leq(h)" means the energy level that is equivalent to a steady state level that contains the same amount of sound energy as the time varying sound level for a 60-minute time period.

History: 2005 c 105 s 5

and second, the explanation in the FAQ Sheet:

What is a brief explanation of the Noise Standard referenced in Chapter 87A?

The noise level referenced in the shooting range law refers to measuring the sound level over an hour's time at a neighboring property that is receiving the sound generated at a range, to determine a "steady state" level of sound, which is referred to as the Leq(h). This steady state cannot exceed 63 decibels (dBA), and will include the sound generated by the range, along with all other sounds generated and recorded at that [sound] receiving location. Collectively, this will include gunshots, and all other ambient noise. Specific sound measurement methodology, including procedure, equipment, etc., is defined in Minnesota Rules, Section 7300.0060⁵



The FAQ Sheet answers any and all attacks that they launch concerning limitation on the Shooting Range concerning the boundary of their properties. That boundary is irrelevant to everything, EXCEPT for containment of projectiles and other trespass considerations. Noise

⁵ This answer is slightly deficient in that it fails to reference the differing Noise Area Classifications as expressed in 87A.05 (highlighted, above) and the Minnesota Rules, Chapter 7030, cited above @ page 8. So, for example, applying the Protection Act's Leq standard in NAC 3 would allow noise levels of up to 78 dB Leq(h).

levels are measured at the "location of the receiver's activity." Wade and Velda Cordes apparently have legal and psychological "boundary issues."

An apparent example of these boundary issues is their assertion that "The road is supposed to be a 20 MPH road." Is it actually signed as such after a legally-required MNDOT speed study according to law and the Town Board's being given the authority to post legal and binding speed signage? If so, why don't Wade and Velda ask the Sheriff to enforce the law?

3) Enforcement of legal standards and restrictions

Wade and Velda complain that enforcement and service is lax, admitting that they probably should have complained, but didn't. So, they instead want to prevent a neighbor from doing a lawful development based on their lack of bringing issues to the County's attention to investigate and to resolve according to law and due process. How that solves any real problems is anyone's guess.

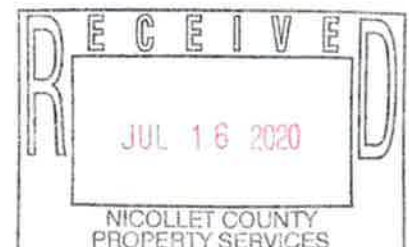
Then they double down on this absurdity by setting out a Parade of Horribles founded only upon their fertile imaginations concerning imaginary scenarios, blaming the Shooting Range for potentially having customers who violate their sense of propriety on the way to and from the Range. One can only hope that Wade and Velda don't have any friends who drive drunk and have an accident on the way to visit them, because they would feel responsibility for the tragedy. So, the answer, of course, is to ban alcohol from everyone, because their imaginations and anxieties run wild. What is clear is that Wade and Velda believe that they are above the law and have no duties to perform as citizens, that their whims and caprice are controlling of others who have the obligation to read their minds and to obey them.

Of course, the simple, reasonable, and lawful answer is for them to contact the authorities with their concerns about Range Performance according the performance standards so that the authorities can enforce legal requirements appropriately. It is unreasonable for Wade and Velda to ignore or to defy the law and to ask others to do so.

Very truly yours,



David M. Gross, JD



Example of 500' posted signs required by conditions C-23-93 #1 and C-26-05 #5.a.

Michaletz' are clearly
deceiving us on this
issue.
This is NOT in
compliance with
the ordinance listed
which Clearly State
"at least 500 feet
From the property line..."

ATTACHMENT J
Example Map - 500' Posted Signs

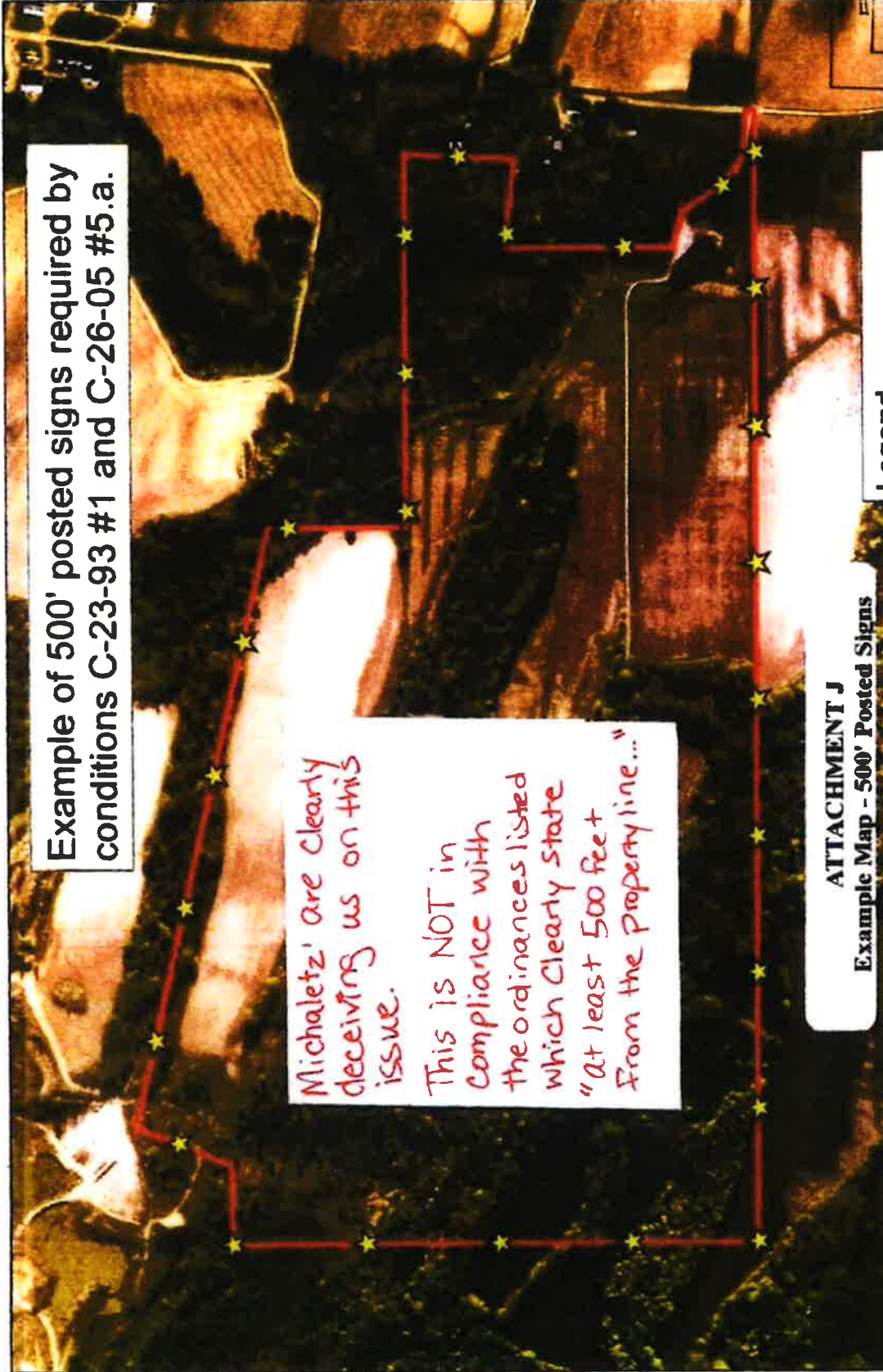
Disclaimer: The information herein is intended to be a true representation of available records. However, there is no guarantee to the user as to the accuracy, suitability, or reliability of this data for any purpose. The Property Services Division of Nicollet County assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data.

1:6,000 1 inch = 500 feet

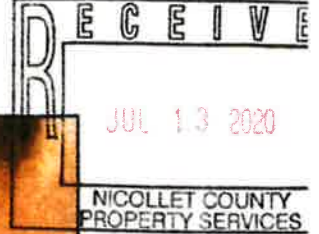


Legend

- ☆ Example 500' Posted Signs
- Michaletz property boundary



ATTACHMENT P
Map/Property Boundaries (3 pgs)
Submitted by Cordes - 7/13/20





Document No. 264634

Certified Recorded on 08-17-2005 at 09:00 A M

Well Certificate _____ # Pages 4

Rec'd: ENVIRONMENTAL SERVICES Fee: \$ 45.00

NICOLLET COUNTY BOARD OF COMMISSIONERS APPROVED CONDITIONAL USE PERMIT

On this 16th day of August 2005, following the public hearing conducted by the Nicollet County Planning and Zoning Advisory Commission in the County Board Room of the Nicollet County Government Center, the Nicollet County Board of Commissioners hereby approved a Conditional Use Permit on behalf of:

Name: River Ridge Gun Club

in accordance with the provisions of Sections 505.1 and 603.3 of the Nicollet County Zoning and pursuant to the requirements of Chapter 394.301, Minnesota Statutes.

The approved Conditional Use Permit authorizes the above named:

To amend C-23-93 to include food service and campsites

on the following described parcel (abstract-torrens) of land:

S 1/2 of the SE 1/4 and the SE 1/4 of the SW 1/4 of Section 1-109-30 in Courtland Township

CONDITIONAL USE ORDER and subject to the following conditions:

- 1) That the applicants undertake the project according to the plans and specifications submitted to the county with the application.
- 2) That the permit is invalid if the holder does not operate in accordance with the MDH licenses covering food service and/or Special Event Camping Areas (SECA's) requirements connected with this conditional use permit.
- 3) That the permit will be periodically reviewed by the county to assure compliance with the permit and permit conditions.
- 4) That the county may enter onto the premises at reasonable times and in a reasonable manner to insure the permit holder is in compliance with the conditions and all other applicable statutes, rules, and ordinances.
- 5) All conditions that are contained in the conditional use permit issued for this property on June 22, 1993 shall remain in force and valid.
 - a. Boundary of the hunting area, including the leased land, must be posted clearly at a minimum of every 500 feet, closer if necessary, so at a midway point of each posting sign the signs on either side can be easily seen. The boundary shall be posted along a line that is at least 500 feet from the property line of the adjacent homes or where there are dwellings.
 - b. Applicant shall arrange for dust control to the township's satisfaction and have speed regulations signs.
 - c. Access to the preserve must be gated in such a manner that prevents unauthorized access to the preserve.
 - d. Applicant to provide current signed copies of lease agreements for land not under his ownership but posted for hunting in this preserve by August 19, 2005.
 - e. Only shotguns by club members are to be permitted on this preserve. The use of rifles is prohibited by all club members and customers.
 - f. Shooting to be allowed only during daylight hours.
 - g. Signs on the boundaries shall be double faced.
- 6) Condition # f of the 1993 permit issued 6/28/93 is clarified to define the hours of operation as from 9:00 a.m. to sunset, with the sunset time as that which is found at the US Naval Observatory listings (may be found at www.usno.navy.mil) then look for Popular Links, and click on Sunrise/Set).
- 7) Water meters are to be installed within 30 days on all water lines leading into the buildings on the site and meter readings are to be submitted to the Environmental Services Department on the first Monday of each month. If the flow to the septic system is greater than what it was designed for and results in a failed system, the system must be upgraded.

NICOLLET COUNTY BOARD OF COMMISSIONERS
APPROVED CONDITIONAL USE PERMIT

On this 22nd day of June, 1993, following the public hearing conducted by the Nicollet County Planning and Zoning Advisory Commission in the Nicollet County Courthouse, the Nicollet County Board of Commissioners hereby approved a Conditional Use Permit on behalf of:

Name: Lester Zwach

in accordance with the provisions of Section 604.3 of the Nicollet County Zoning Ordinance and pursuant to the requirements of Chapter 394.301, Minnesota Statutes.

The approved Conditional Use Permit authorizes the above named:

For a commercial recreational hunting and shooting camp

on the following described parcel (abstract-torrens) of land:

SE 1/4 of SW 1/4 of Section 1-109-30 in Courtland Township



CONDITIONAL USE ORDER

and subject to the following conditions:

1. Boundary of the hunting area, including the leased land, must be posted clearly at a minimum of every 500 feet, closer if necessary, so at a midway point of each posting sign the signs on either side can be easily seen. The boundary shall be posted along a line that is at least 500 feet from the property line of the adjacent homes or where there are dwellings.
2. Applicant shall contract with the Township to provide dust control to the Townships satisfaction and have speed regulations signs.
3. Access to the preserve must be gated in such a manner that prevents unauthorized access to the preserve.
4. Applicant to provide signed copies of lease agreements for lands not under his ownership but posted for hunting in this preserve.
5. Only shotguns by club members are to be permitted on this preserve. The use of rifles is prohibited by all club members.
6. Shooting to be allowed only during daylight hours.
7. Signs on the boundaries shall be double faced.

The Environmental Services Director is herewith directed to issue the appropriate permits pursuant to this Conditional Use Order.



William H. Schimmel

William Schimmel, Chairman
Nicollet County Board of Commissioners

DATE: 6-28-93

State of Minnesota
County of Nicollet

Office of Nicollet County Coordinator

I, the undersigned Clerk to the Board, in and for said County and State, do hereby certify that I have compared the above information with the original minutes of record in my office; and find the same to be a true and correct copy of said original and of the whole thereof, as based on approved minutes of the Nicollet County Board of Commissioners meeting held on June 22, 1993, and on record in the Nicollet County Coordinator's Office.



Permit Form

RECORD ID	RECORD TYPE	DESCRIPTION	ADDRESS	OWNER NAME
BLD20-00079	SSTS Compliance Inspection	Compliance inspection for property transfer	47166 481ST AVE NICOLLET, MN 56074	WACHSMUTH SEAN & LAURA B WACHSMUTH
BLD20-00080	Structure Permit	Construct two replacement hunting sheds. Each shed will be 720 sf, for a total footprint of 1,440 sf. Sheds to be built in the same two locations as existing sheds. See PLN20-10 for details.		
BLD20-00081	SSTS Compliance Inspection	Compliance inspection for property transfer	47431 478TH ST NICOLLET, MN 56074	HOFFMANN LLOYD H & SUSAN
BLD20-00082	SSTS Compliance Inspection	Compliance inspection for Property Transfer	38231 TIMBER LN ST PETER, MN 56082	CHRISTENSEN MARK A & DIANE E CHRISTENSEN
BLD20-00083	SSTS Permit	Replacement of a mound and the addition of time dosing due to the system being under sized; amount of space available maximized and replacement, enlargement and rebuild of the mound. House is 5 bedrooms and has a design flow of 750 gallons per day the maximum available space can be designed at 500 gallons per day design flow.	48818 RIVER BLUFF RD ST PETER, MN 56082	KURTZ BRAD & JOLYNN KURTZ
BLD20-00084	Structure Permit	Construct a 40' x 54' (2,160 sf) pole shed for cold storage. Gravel floor. Will have electric. No water. Contractor = Tony Berg. Lic# IR704016	60950 FORT RD NEW ULM, MN 56073	HILLESHEIM JEREMY R AND STACEY L HILLESHEIM
BLD20-00085	SSTS Permit	New septic for a shower/bath house to serve the State Park	72404 COUNTY ROAD 30 FAIRFAX, MN 55332	MN (STATE OF)
BLD20-00086	Structure Permit	Construct a farm shop with attached office and cold storage area. 100' x 140' heated shop. 100' x 200' cold storage area. 30' x 30' office space. Total footprint of 34,900 square feet. Contractor is APX Construction. Lic # is IR742041.	38019 COUNTY ROAD 20 ST PETER, MN 56082	HIGH POINT FARMS LLC
BLD20-00087	Structure Permit	One pump house measuring 16' x 32' (512 sf). Bluff altered previously; not natural grade. Two storage sheds measuring 20' x 30' (600 sf) and 20' x 40' (800 sf). Total size is 1,912 sf.	39956 US HIGHWAY 169 ST PETER, MN 56082	KENDALL MARK & SUSAN KENDALL
BLD20-00088	SSTS Compliance Inspection	Compliance inspection for Property Transfer	37555 COUNTY ROAD 15 ST PETER, MN 56082	JIRIK PAUL
BLD20-00089	Structure Permit	Construct two bins: 1 - 42' x 45' 50,000 bushels 2 - 24' x 45' 20,000 bushels	37847 631 Ave Lafayette, MN 56073	David Wendinger
BLD20-00090	Structure Permit	Construct a 2,346 sf deck around an above ground pool. To be built by applicant.	40906 CEDAR RIDGE RD ST PETER, MN 56082	FONDIE TODD & JENNIFER FONDIE

BLD20-00091	Structure Permit	Construct a replacement one-story dwelling (1,661 sf) with a finished basement and an attached three stall garage (901 sf). Total footprint of 2,562 sf. Total of four bedrooms. Main contractor is Terry Bruns #B639875. Electric by Nu Current. HVAC/plumbing by Lakeside Plumbing and Heating. Earthwork by Hillman Backhoe and Tilling. Cement work by Concrete Specialties. Cost estimate of \$382,000.	70090 FORT RD FAIRFAX, MN 55332	MEYER ROBERT J & JENNIFER R MEYER
BLD20-00092	Structure Permit	Relocate an existing grain bin on the same property. Replace relocated bin with new wet corn grain bin. New bin has 24' diameter and 10,500 bushel capacity.	37144 615TH AVE NEW ULM, MN 56073	FORST BRYAN & MARGARET M FORST
BLD20-00093	Structure Permit	Construct a 695 sf deck on an existing dwelling. Bluff setback reviewed by site visit on 10-18-2018 by ML. Found the grade to have been previously disturbed and not natural topography. Valid compliance inspection until 8-4-2020. To be built by applicant. Estimated cost \$45,000.	44170 5715TH AVE NEW ULM, MN 56073	BOOTH TROY C
BLD20-00094	Structure Permit	Construct a 8' x 12' (96 sf) addition to north side of existing dwelling. Variance to reduce right of way setback PLN20-00017 approved 6-15-20. Addition to be entryway/porch/mudroom. To be built by applicant. Estimated cost \$3,000. Estimated completion date 11-1-20.	46882 547TH LN COURTLAND, MN 56021	CORDES WADE A & VELEDA R CORDES
BLD20-00095	SSTS Permit	Replacement septic system for a 4 bedroom house. New 1500/2 septic and new 500 pump tank. New Mound drainfield designed for this house	50257 405TH AVE N MANKATO, MN 56003	THORNS BEL-PRAIRIE FARMS LLC
BLD20-00096	SSTS Permit	Install replacement septic system for a 3 bedroom house. New 2250/3 septic/pump tank combination tank. New Mound drainfield with 12 inch sand base sized for this home.	36923 COUNTY ROAD 15 ST PETER, MN 56082	KUEHN REV TRUST, JERALD H & PHYLLIS A
BLD20-00097	SSTS Permit	Replacement Septic System for a 3 bedroom house. New 1500/2 Septic tank, New 500 Pump tank and new mound drainfield designed for this house.	44140 400th ST Nicollet, MN 56074	THOMPSON LYLE H & VALERIA M THOMPSON
BLD20-00098	Structure Permit	Construct an 88 sq. ft addition onto an existing hunting shack for storage. Total square footage of shack will be 728 sq. ft. maximum. Construct a 360 sq. ft. storage shed on the property for storage of road maintenance equipment.	MN	Robert Schuck
BLD20-00099	Structure Permit	Construct a 16' x 18' (288 sq ft) addition to the west side of the house. Construct a 140 sq ft deck addition to the west side of the house, north of the house addition. Complete by end of 2020.	45318 JEREMY DR NEW ULM, MN 56073	SPURGIN JASON & DINAH SPURGIN
BLD20-00100	SSTS Permit	Installation of a shared septic system between two properties - 38158 & 38146 Honeysuckle Ln. New 2250/2 septic tank at each property and a common 2000 pump tank time dosed to a reduced size mound maximizing the available space between the 2 properties.. System placed over the property line by variance PLN20-00016 and by the recorded vacation of the platted utility easement.	38146 HONEYSUCKLE LN N MANKATO, MN 56003	ALTENBURG LESUE A & LOIS L ALTENBURG

<u>BLD20-00100</u>	SSTS Permit	Installation of a shared septic system between two properties - 38158 & 38146 Honeysuckle Ln. New 2250/2 septic tank at each property and a common 2000 pump tank time dosed to a reduced size mound maximizing the available space between the 2 properties. System placed over the property line by variance PLN20-00016 and by the recorded vacation of the platted utility easement.	38146 HONEYSUCKLE LN N MANKATO, MN 56003	FEDSON JAMES N & SHERI FEDSON
<u>BLD20-00100</u>	SSTS Permit	Installation of a shared septic system between two properties - 38158 & 38146 Honeysuckle Ln. New 2250/2 septic tank at each property and a common 2000 pump tank time dosed to a reduced size mound maximizing the available space between the 2 properties. System placed over the property line by variance PLN20-00016 and by the recorded vacation of the platted utility easement.	38146 HONEYSUCKLE LN N MANKATO, MN 56003	ALTENBURG LESUE A & LOIS L ALTENBURG
<u>BLD20-00100</u>	SSTS Permit	Installation of a shared septic system between two properties - 38158 & 38146 Honeysuckle Ln. New 2250/2 septic tank at each property and a common 2000 pump tank time dosed to a reduced size mound maximizing the available space between the 2 properties. System placed over the property line by variance PLN20-00016 and by the recorded vacation of the platted utility easement.	38146 HONEYSUCKLE LN N MANKATO, MN 56003	FEDSON JAMES N & SHERI FEDSON
<u>BLD20-00100</u>	SSTS Permit	Installation of a shared septic system between two properties - 38158 & 38146 Honeysuckle Ln. New 2250/2 septic tank at each property and a common 2000 pump tank time dosed to a reduced size mound maximizing the available space between the 2 properties. System placed over the property line by variance PLN20-00016 and by the recorded vacation of the platted utility easement.	38158 HONEYSUCKLE LN N MANKATO, MN 56003	ALTENBURG LESUE A & LOIS L ALTENBURG
<u>BLD20-00100</u>	SSTS Permit	Installation of a shared septic system between two properties - 38158 & 38146 Honeysuckle Ln. New 2250/2 septic tank at each property and a common 2000 pump tank time dosed to a reduced size mound maximizing the available space between the 2 properties. System placed over the property line by variance PLN20-00016 and by the recorded vacation of the platted utility easement.	38158 HONEYSUCKLE LN N MANKATO, MN 56003	FEDSON JAMES N & SHERI FEDSON
<u>BLD20-00100</u>	SSTS Permit	Installation of a shared septic system between two properties - 38158 & 38146 Honeysuckle Ln. New 2250/2 septic tank at each property and a common 2000 pump tank time dosed to a reduced size mound maximizing the available space between the 2 properties. System placed over the property line by variance PLN20-00016 and by the recorded vacation of the platted utility easement.	38158 HONEYSUCKLE LN N MANKATO, MN 56003	ALTENBURG LESUE A & LOIS L ALTENBURG

BLD20-00100	SSTS Permit	Installation of a shared septic system between two properties - 38158 & 38146 Honeysuckle Ln. New 2250/2 septic tank at each property and a common 2000 pump tank time dosed to a reduced size mound maximizing the available space between the 2 properties. System placed over the property line by variance PLN20-00016 and by the recorded vacation of the platted utility easement.	38158 HONEYSUCKLE LN N MANKATO, MN 56003	FEDSON JAMES N & SHERI FEDSON
BLD20-00101	SSTS Permit	Replacement septic system for a 4 bedroom house. New 1500/2 Septic tank New 750 Pump tank, New Mound Drainfield designed for this house.	45088 490TH ST NICOLLET, MN 56074	OTTO JAMES G & JANET M OTTO
BLD20-00102	Renewable Energy Permit	Construct a 37.5 kW small solar energy system. Panel manufacturer SunPower. Total of 150 panels. Inverter manufacturer Fronius. Total of 3 inverters. Maximum height of 14'. Installer is Minnesota Renewable Energies, Inc. Expected lifespan of 40 years. Utility is Benco. Decommissioning plan submitted.	46613 US HIGHWAY 169 ST PETER, MN 56082	WINDOM RICHARD L & REBECCA J WINDOM REVOCABLE TRUST
BLD20-00103	SSTS Permit	Replacement septic for a 4 bedroom house. New Septic tank and new pump tank. New Mound drainfield designed for this house	44002 460TH ST NICOLLET, MN 56074	HARDEL DARWIN L & JEAN HARDEL
BLD20-00104	Structure Permit	Construct a 40' x 50' (2,000 sf) workshop with an interior office and bathroom. In connection with conditional use permit PLN20-00014. CONDITIONS: The structure must be built to meet the attached comments and diagram from MN Licensed Building Official Fred Gruhke (Lic. No. B0002725). Post-construction verification must be submitted to Property Services that the structure meets the applicable Minnesota Codes per the attachments to this permit, including the attachment from Bodnar Construction, LLC, dated June 12, 2020. Such verification must be submitted prior to the issuance of PLN20-00014 and the commencement of business activities permitted under PLN20-00014. By signing this application for BLD20-00104 the applicant agrees to these conditions in full.	52825 409TH AVE N MANKATO, MN 56003	LOE JASON J & KARI L LOE
BLD20-00105	Structure Permit	Construct a 48" diameter 75,000 bu grain bin. Contractor is UFC.	34161 425th AVE LeSueur, MN 56058	BRANDT BRIAN J
BLD20-00106	Structure Permit	Construct 22' x 32' (704 sf) storage shed. Cold storage. No electricity. To be built by applicant. Estimated completion date 11-1-2020. Compliance inspection submitted.	43858 460TH ST NICOLLET, MN 56074	MARTENS JEREMY
BLD20-00107	SSTS Compliance Inspection	Compliance inspection and plumbing connection verification to resolve a complaint	37639 693RD AVE FAIRFAX, MN 55332	MERKEL GARY A
BLD20-00108	SSTS Permit	Septic holding tank for a privy to serve the hunting shack at 44950 Schucks Point	0	SCHUCK ROBERT F
BLD20-00109	Structure Permit	Construct a 16' x 24' (384 sf) shed/barn. To be constructed by applicant. No insulation. No electricity.	43938 SPRUCE HAVEN LN NEW ULM, MN 56073	MASRUD KEVIN M & STACEY MASRUD

**Nicollet County Drainage
Authority Meeting
Agenda Item**



Agenda Item: Consider Resolution to Apply for Federal Cares Act for Elections	
Primary Originating Division/Dept.: Public Services Contact: Jaci Kopet Title: Public Services Manager Amount of Time Requested 10 minutes Presenter: Jaci Kopet Title: Public Services Manager	Meeting Date: 07/28/2020 Item Type: (Select One) Regular Agenda Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No
County Strategy: Financial Security - prudent use of taxpayer resources (Select One)	
BACKGROUND/JUSTIFICATION: The Secretary of State's (SOS) office has received Federal Cares Act Grant money for elections in the amount of \$8.32 million. Of that amount 40% was allocated to the SOS office for their expenses and to purchase PPE (face masks and hand sanitizer) for all polling locations. 60% of the grant is allocated to counties (and polling places within the county). The formula used to allocated the money to Nicollet is more described in Section F of the application. Nicollet County is allocated \$27,493.79 with \$11,444.68 allocated to share with the city's polling place needs. I will be working with each city that has a polling place to allocate the funds to them if need. This is a 80/20 matching grant. The county or city is still responsible to pay for 20% of the costs. Required with this grant application is a resolution from the county board that gives me approval to apply for this grant. Attached is the proposed resolution and the grant application for your reference.	
Supporting Documents: <input checked="" type="radio"/> Attached <input type="radio"/> In Signature Folder <input type="radio"/> None	
Prior Drainage Authority Action Taken on this 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	
ACTION REQUESTED: Approval of resolution to apply for CARE grant from the SOS	
FISCAL IMPACT: Other (Select One) If "Other", specify FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:	FUNDING Drainage Authority Dollars = Grant (Select One) Total



**NICOLLET COUNTY, MINNESOTA
RESOLUTION APPROVING NICOLLET COUNTY'S
APPLICATION FOR FUNDING FROM THE FEDERAL CARES ACT
GRANT FOR ELECTION PURPOSES**

WHEREAS, the COVID-19 Pandemic requires additional efforts to make the election process safe, sanitary and effective; and

WHEREAS, the Office of the Minnesota Secretary of State is currently soliciting grant applications from counties for grants pursuant to Laws 2020, Chapter 77, section 4 and the federal CARES Act; and

WHEREAS, grants will be provided to each county pursuant to a formula set forth in Section H of the grant application provided by the Office of the Secretary of State; and

WHEREAS, the funds provided by the Office of the Secretary of State are provided for the purpose of the uses set forth in the federal CARES Act and as further restricted by Laws 2020, chapter 77, section 4, subdivision 4; and

WHEREAS, those purposes are primarily for the protection of persons involved with the election process including voters, as well as certain other purchases set forth in law; and

WHEREAS, the county will work with the municipalities within the county to determine a fair, equitable, and mutually agreeable allocation of the funds within the County and between municipalities, and if an agreement cannot be reached, the funds will be distributed pursuant to the OSS identified default allocation as determined by the Secretary and provided in Section G of the grant application; and

WHEREAS, the grant application is to be completed by the staff of the auditor and other staff responsible for the administration of elections in this county; and

WHEREAS, the grant application must be completed, certified by a county official, typically the chief county election official, returned to the Office of the Secretary of State and a grant agreement executed prior to the receipt of the funds to which the county is entitled pursuant to Section H of the grant application; and

WHEREAS, Laws 2020, Chapter 77, section 4 requires a 20% match for the grant, with a 25% match for electronic roster purchases; and

WHEREAS, the grant agreement will reflect the grant application for each county; and

WHEREAS, additional assistance may be forthcoming later in this election cycle from state and federal funds, particularly those funds appropriated for these purposes by the Legislature; and

WHEREAS, there are continuing needs throughout the election cycle for both COVID-19 and election security efforts and concomitant costs; and

WHEREAS, time is of the essence;

THEREFORE, BE IT RESOLVED that the grant application in the form presented to this board and to be submitted to the Office of the Secretary of State is hereby approved; and

BE IT FURTHER RESOLVED, that the Board hereby appropriates the required match amount as indicted in the application for the purposes set forth in the grant application; and

BE IT FURTHER RESOLVED that the chief elections officer of the County and staff are directed to submit this approved grant application at the earliest opportunity; and

BE IT FURTHER RESOLVED, that when the grant agreement is provided to the chief elections officer of the county, that person is delegated the authority to execute that agreement and return it to the Office of the Secretary of State without further approval by this Board; and

BE IT FINALLY RESOLVED, that the chief elections officer of the county is hereby authorized to apply for any additional funds made available by the state for the defrayment of costs of efforts to combat COVID-19 in the election process and for the enhancement of election security, and to execute any grant agreements required to access those funds from this date until the general election on November 3, 2020. .

Approved by the Board of Commissioners of Nicollet County, Minnesota this 28th day of July, 2020

John Luepke, Nicollet County Board Chair

Attest:

Ryan Krosch, County Administrator
Clerk to the County Board

2020 CARES ACT ELECTION FUNDING

Belgrade - Mail Ballot	\$0.00
Bernodotte - Mail Ballot	\$0.00
Brighton - Mail Ballot	\$0.00
Courtland - Mail Ballot	\$0.00
Granby - Mail Ballot	\$0.00
Lafayette - Mail Ballot	\$0.00
Lake Prarie - Mail Ballot	\$0.00
New Sweden - Mail Ballot	\$0.00
Ncollet - Mail Ballot	\$0.00
Oshawa - Mail Ballot	\$0.00
Ridgley - Mail Ballot	\$0.00
Traverse - Mail Ballot	\$0.00
West Newton - Mail Ballot	\$0.00
City of Courtland	\$585.53
City of Lafayette - Mail Ballot	\$0.00
City Nicollet	\$681.22
City of North Mankato	\$5,781.55
City of St Peter	\$4,396.37
TOTAL	\$11,444.67

CARES Act Grant Application

In accordance with the requirements of Minnesota Laws 2020, Chapter 77
Minnesota Secretary of State Steve Simon

Contents

- A. Background and General Instructions – Page 1
- B. County Application – Page 3
- C. County Certification – Page 5
- D. Reporting Requirements – Page 6
- E. County Allocation – Page 7
- F. Allocation Formula – Page 9
- G. Default Municipal Allocation – Page 10

Section A. Background and General Instructions

The Office of the Secretary of State (OSS) received funding through the 2020 CARES Act “to prevent, prepare for, and respond to coronavirus, domestically or internationally, for the 2020 Federal election cycle.” Minnesota Laws 2020, Chapter 77, authorized the use of these funds within Minnesota, including allowing for distributing these funds to local governments for use consistent with the state and federal requirements.

A work group including members of the OSS staff, county representatives, and city representatives was tasked with determining a fair, equitable, and efficient way to allocate these funds to local governments through a grant-making process. The work group focused on allocation with these goals in mind:

1. Getting funds to counties/cities/towns directly to help with costs
2. Minimizing the complexity of the disbursement/reimbursement process
3. Sending out funds with direction on how to use and how to report back on use (and 20% match), avoiding a “reimbursement” process
4. Ensuring the state, counties, cities, and towns benefits equitably

The work group recommended, and the OSS adopted, a grant-making structure that provides a block-grant to Counties, with the instruction that Counties work with their municipalities to determine a fair, equitable, and mutually agreeable method for allocating the funds within the County and between municipalities. However, if a County and its encompassed municipalities cannot come to a mutual agreement, a default allocation mechanism is provided. Both the distribution of funds to Counties, and the default municipality distribution, are based on a formula using various election-related factors (see Section F for the allocation formula factors).

Application Process

The OSS has divided the CARES Act funding based on a variety of election-related factors. In order for a County to receive the CARES Act funding allocation, the County must do the following:

1. Complete and return the following materials to the OSS via email and hard copy:
 - a. County Application Information (Section B)

- b. County Certification (Section C)
 - c. A County Resolution Authorizing the Acceptance of Resources
- 2. Complete and return the grant agreement (the OSS will send this once application materials are received).

Distribution of Funds within the County

Once a County receives the CARES Act funding, the County must work with the municipalities within the County to determine a fair, equitable, and mutually agreeable method for allocating the funds within the County and between municipalities. If an agreement cannot be reached by **September 8, 2020**, the County must distribute the funds based on the default allocation (See Section G).

All Counties receiving CARES Act funds under this agreement must report the allocation of local funding within the County to the OSS by **September 15, 2020**. At the time of this report, Counties must also certify that they have written agreements with municipalities on the distribution, or that the County has utilized the default allocation.

Authorized Uses of the CARES Act Funding

The use of the CARES Act funds is restricted by both Federal and State law. State law outlines the broad categories for which the funds can be used, including:

- (1) ensuring the health and safety of election officials and in-person voters, including the purchase of sanitation and disinfectant supplies;
- (2) public outreach and preparations for implementing social distancing guidelines related to voting, including additional signs and staff;
- (3) facilitation, support, and preparation for increased absentee voting, including voter education materials, printing, and postage;
- (4) preparation of training materials and administration of additional training of local election officials;
- (5) preparation of new polling place locations; and
- (6) purchasing an electronic roster system meeting the technology requirements of Minnesota Statutes, section 201.225, subdivision 2, along with equipment necessary to support the system.

The enabling legislation also specifies that a political subdivision is eligible to use the funds for no more than 75 percent of the total cost of purchasing an electronic roster system and necessary support equipment, and no more than 80 percent of the total cost of any other authorized activities. The OSS will be providing an FAQ on authorized uses of these funds, and any jurisdictions with questions about an authorized use should contact Julie Strother (julie.strother@state.mn.us).

Reporting Requirements

Counties must report on the use of the funds allocated to the County, including the distribution and use by municipalities within the County by **November 16, 2020** (see reporting materials, Section D).

Section B. County Application

County Contact Information	
County Name:	Nicollet County
Name of Individual Submitting Application:	Jaci Kopet
Title of Individual Submitting Application:	Public Services Manager
Address of Individual Submitting Application:	501 S Minnesota Ave St Peter, MN 56082
E-Mail of Individual Submitting Application:	jaci.kopet@co.nicollet.mn.us
Phone:	507-380-1963
Fax:	507-931-0856
Federal Tax ID of Jurisdiction:	41-6005852
Grant Application	
<p>Description of the purpose of the grant request, including intended use of the funds and expected COVID-19 election-related costs:</p> <p>Nicollet County plans to use the grant money for the items listed below. This list is not exclusive and may be adjusted.</p> <p>Temporary Staff to process the expected increase of voting my mail</p> <p>Additional PPE for all the voting locations including sneeze guards</p> <p>Additional costs to ensure the health and safety of in person and in person absentee voting</p> <p>Preparation for increase absentee voting, including voting education materials, printing and postage</p>	
Total Amount of Grant Request (cannot exceed the amount identified in Section F):	\$27,493.79

Total Registered Voters Per Precinct within the County

Please attach a list of the total registered voters per precinct within the County.



Voter Registration Count by Precinct and District

07/22/2020
10:02 AM

County-Nicollet

Precinct	CO	MCD	WD	CG	LG	CM	SWCD	JD	PK	HD	Registered Voters
0005 BELGRADE TOWNSHIP	52	005		1	19A	05	6103	05			731
0010 BERNADOTTE TOWNSHIP	52	010		1	19A	05	6103	05			167
0015 BRIGHTON TOWNSHIP	52	015		1	19A	02	6103	05			83
0020 CITY OF COURTLAND	52	019		1	19A	05	6103	05			447
0025 COURTLAND TOWNSHIP	52	020		1	19A	05	6103	05			394
0030 GRANBY TOWNSHIP	52	030		1	19A	02	6103	05			164
0035 CITY OF LAFAYETTE	52	034		1	19A	05	6103	05			299
0040 LAFAYETTE TOWNSHIP	52	035		1	19A	05	6103	05			435
0045 LAKE PRAIRIE TOWNSHIP	52	045		1	19A	01	6103	05			445
0050 MANKATO W-2 P-30	52	047		1	19A	05	6103	05			0
0055 NEW SWEDEN TOWNSHIP	52	050		1	19A	05	6103	05			179
0060 CITY OF NICOLLET	52	054		1	19A	05	6103	05			667
0065 NICOLLET TOWNSHIP	52	055		1	19A	05	6103	05			334
0070 NORTH MANKATO P-1	52	065		1	19A	03	6103	05			1198
0075 NORTH MANKATO P-2	52	065		1	19A	03	6103	05			1192
0080 NORTH MANKATO P-3	52	065		1	19A	03	6103	05			1265
0085 NORTH MANKATO P-4	52	065		1	19A	04	6103	05			1391
0090 NORTH MANKATO P-5	52	065		1	19A	04	6103	05			1628
0095 NORTH MANKATO P-6	52	065		1	19A	04	6103	05			1532
0100 NORTH MANKATO P-7	52	065		1	19A	05	6103	05			463
0110 OSHAWA TOWNSHIP	52	070		1	19A	02	6103	05			350
0115 RIDGELY TOWNSHIP	52	075		1	19A	05	6103	05			68
0120 ST PETER W-1 P-1	52	080	W-01	1	19A	01	6103	05			1807
0125 ST PETER W-1 P-2	52	080	W-01	1	19A	01	6103	05			1941
0130 ST PETER W-2 P-1	52	080	W-02	1	19A	02	6103	05			1250
0135 ST PETER W-2 P-2	52	080	W-02	1	19A	02	6103	05			1502
0140 TRAVERSE TOWNSHIP	52	085		1	19A	01	6103	05			223
0145 WEST NEWTON TOWNSHIP	52	090		1	19A	05	6103	05			277
Total Number of Voters:											20432

Section C. Certification

I certify that CARES Act Elections Grant funds will be used the County only for the purposes authorized in the federal CARES Act, as further restricted by Minnesota Laws 2020, Chapter 77.

I certify that I will work with the municipalities within the County to determine a fair, equitable, and mutually agreeable allocation of the funds within the County and between municipalities, and if an agreement cannot be reached, the funds will be distributed pursuant to the OSS identified default allocation.

I further certify that all information provided in this application is true and accurate.

County Name: Nicollet County

Printed Name of Individual

Submitting Application: Jaci Kopet

Title of Applicant: Nicollet County Public Services Manager

Signature: Jaci Kopet **Date:** 1/22/2020

Please send the original application via mail and send an electronic copy. Our office will send you confirmation of receipt of your electronic application or paper application, whichever arrives to the OSS first.

Mail original applications to:

MN Secretary of State
Attention: Jenny Kurz
Retirement Systems of Minnesota Building
60 Empire Dr., Suite 100
Saint Paul, MN 55103

Email a copy of the application to:

Christine.Nelson@state.mn.us

Section D. Reporting Requirements

Reports must be submitted by November 16, 2020 to elections.dept@state.mn.us

Progress Narrative		
<p>The CARES Act requires that states submit a report after each primary and general election that includes a "full accounting of the State's uses of the payments and an explanation of how such uses allowed the State to prevent, prepare for, and respond to coronavirus." Please provide a narrative report that describes how you and the municipalities within your county used the funds to address the pandemic, the challenges you faced in responding to it, and how you are meeting the requirement of a local 20% funding match, or 25% local funding match for electronic rosters. Describe the major issues you and the municipalities within your county faced in dealing with the pandemic in the election cycle.</p> <div style="height: 150px; border: 1px solid black; margin-top: 10px;"></div>		
Amount Expended and Unliquidated Obligations		
	Grant Funds	Local Match
Voting Process Expenses: Including additional costs for printing and mailing ballots, ballot tracking software, high speed scanners and letter opening equipment, hardware and software associated with absentee ballot administration.		
Staffing: Additional poll workers, election office staff diverted to pandemic response, temporary staff.		
Security and Training: Security for additional absentee materials, pre- and post-election cleaning of polling places, staff and poll worker training on prevention processes.		
Communications: Notifying public of changes in registration, ballot request options, precautions, or voting procedures.		
Supplies: Additional supplies required in the polling place, absentee voting locations, cleaning supplies, masks, or other election-related and pandemic related supplies.		
Other (describe):		
Other (describe):		
TOTAL:		

Section E. County Allocation

County	Formula Alloc Amt for County/MCD Share per Agreement w/ MCD	Formula Amt to be Shared with MCDs in County if no Agreement w/ MCD	Resulting Amt for County Use
Totals	\$ 4,990,039.20	\$ 2,875,164.04	\$ 2,114,875.16
Aitkin	\$ 20,588.95	\$ 8,159.76	\$ 12,429.19
Anoka	\$ 272,782.08	\$ 182,066.65	\$ 90,715.43
Becker	\$ 36,098.76	\$ 19,563.75	\$ 16,535.01
Beltrami	\$ 39,429.43	\$ 18,781.02	\$ 20,648.41
Benton	\$ 26,454.30	\$ 14,048.43	\$ 12,405.87
Big Stone	\$ 6,198.30	\$ 1,036.54	\$ 5,161.76
Blue Earth	\$ 51,708.65	\$ 23,331.77	\$ 28,376.87
Brown	\$ 24,047.33	\$ 10,647.14	\$ 13,400.18
Carlton	\$ 31,684.30	\$ 15,395.00	\$ 16,289.31
Carver	\$ 85,912.07	\$ 45,179.39	\$ 40,732.68
Cass	\$ 27,765.02	\$ 9,552.78	\$ 18,212.24
Chippewa	\$ 12,198.49	\$ 5,241.51	\$ 6,956.98
Chisago	\$ 44,761.39	\$ 24,579.00	\$ 20,182.39
Clay	\$ 51,591.75	\$ 27,484.98	\$ 24,106.77
Clearwater	\$ 17,270.62	\$ 10,327.36	\$ 6,943.26
Cook	\$ 6,977.14	\$ 1,199.37	\$ 5,777.77
Cottonwood	\$ 21,166.29	\$ 13,159.41	\$ 8,006.88
Crow Wing	\$ 59,755.75	\$ 25,763.02	\$ 33,992.73
Dakota	\$ 354,248.62	\$ 195,877.54	\$ 158,371.09
Dodge	\$ 22,728.44	\$ 13,246.11	\$ 9,482.32
Douglas	\$ 39,495.29	\$ 17,775.21	\$ 21,720.08
Faribault	\$ 20,267.25	\$ 11,052.27	\$ 9,214.98
Fillmore	\$ 26,343.06	\$ 14,901.84	\$ 11,441.23
Freeborn	\$ 24,827.45	\$ 9,208.41	\$ 15,619.04
Goodhue	\$ 49,377.93	\$ 28,289.98	\$ 21,087.94
Grant	\$ 6,212.66	\$ 705.30	\$ 5,507.36
Hennepin	\$ 1,117,423.48	\$ 731,920.00	\$ 385,503.48
Houston	\$ 22,610.25	\$ 11,771.54	\$ 10,838.71
Hubbard	\$ 25,195.46	\$ 11,182.14	\$ 14,013.32
Isanti	\$ 32,936.36	\$ 18,095.40	\$ 14,840.96
Itasca	\$ 44,284.32	\$ 19,927.23	\$ 24,357.09
Jackson	\$ 13,125.04	\$ 5,978.60	\$ 7,146.44
Kanabec	\$ 19,642.65	\$ 11,491.78	\$ 8,150.87
Kandiyohi	\$ 47,074.65	\$ 26,652.58	\$ 20,422.07
Kittson	\$ 6,284.58	\$ 1,240.30	\$ 5,044.28
Koochiching	\$ 13,587.64	\$ 4,312.75	\$ 9,274.89
Lac Qui Parle	\$ 8,877.61	\$ 3,046.35	\$ 5,831.26
Lake	\$ 17,602.37	\$ 9,206.07	\$ 8,396.30
Lake Of The Woods	\$ 5,241.70	\$ 676.15	\$ 4,565.56
Le Sueur	\$ 22,089.68	\$ 9,852.85	\$ 12,236.83
Lincoln	\$ 14,820.62	\$ 9,165.02	\$ 5,655.60
Lyon	\$ 17,971.64	\$ 6,956.92	\$ 11,014.72

County	Formula Alloc Amt for County/MCD Share per Agreement w/ MCD	Formula Amt to be Shared with MCDs in County if no Agreement w/ MCD	Resulting Amt for County Use
Mahnomen	\$ 7,024.54	\$ 2,422.60	\$ 4,601.93
Marshall	\$ 8,624.73	\$ 1,150.82	\$ 7,473.91
Martin	\$ 23,352.21	\$ 12,272.85	\$ 11,079.36
Mcleod	\$ 26,596.10	\$ 13,042.99	\$ 13,553.10
Meeker	\$ 24,368.48	\$ 12,867.67	\$ 11,500.81
Mille Lacs	\$ 24,978.51	\$ 13,354.72	\$ 11,623.78
Morrison	\$ 29,758.17	\$ 13,292.64	\$ 16,465.53
Mower	\$ 32,217.34	\$ 16,069.02	\$ 16,148.32
Murray	\$ 13,821.12	\$ 6,812.62	\$ 7,008.50
Nicollet	\$ 27,493.79	\$ 11,444.68	\$ 16,049.11
Nobles	\$ 20,463.30	\$ 9,424.18	\$ 11,039.12
Norman	\$ 6,624.22	\$ 1,131.25	\$ 5,492.97
Olmsted	\$ 139,222.61	\$ 71,385.62	\$ 67,836.99
Otter Tail	\$ 78,904.02	\$ 49,305.95	\$ 29,598.06
Pennington	\$ 17,529.56	\$ 9,422.18	\$ 8,107.39
Pine	\$ 29,607.74	\$ 16,363.81	\$ 13,243.93
Pipestone	\$ 8,320.52	\$ 2,753.16	\$ 5,567.36
Polk	\$ 27,112.57	\$ 12,109.67	\$ 15,002.90
Pope	\$ 17,194.81	\$ 9,061.40	\$ 8,133.41
Ramsey	\$ 421,304.25	\$ 281,413.28	\$ 139,890.97
Red Lake	\$ 6,575.01	\$ 2,219.57	\$ 4,355.43
Redwood	\$ 31,316.28	\$ 20,436.40	\$ 10,879.88
Renville	\$ 25,067.80	\$ 15,630.05	\$ 9,437.75
Rice	\$ 54,515.92	\$ 32,082.42	\$ 22,433.50
Rock	\$ 9,537.43	\$ 3,538.67	\$ 5,998.75
Roseau	\$ 12,218.49	\$ 2,975.74	\$ 9,242.74
Scott	\$ 108,479.69	\$ 68,568.25	\$ 39,911.44
Sherburne	\$ 62,746.80	\$ 37,008.98	\$ 25,737.82
Sibley	\$ 13,689.12	\$ 5,168.39	\$ 8,520.73
St. Louis	\$ 192,765.61	\$ 123,660.78	\$ 69,104.83
Stearns	\$ 124,273.40	\$ 74,877.58	\$ 49,395.82
Steele	\$ 33,438.05	\$ 18,301.40	\$ 15,136.65
Stevens	\$ 10,055.93	\$ 3,455.74	\$ 6,600.19
Swift	\$ 10,013.59	\$ 3,479.61	\$ 6,533.98
Todd	\$ 32,668.95	\$ 20,840.27	\$ 11,828.68
Traverse	\$ 6,016.40	\$ 1,888.49	\$ 4,127.92
Wabasha	\$ 27,595.38	\$ 15,720.18	\$ 11,875.20
Wadena	\$ 18,927.29	\$ 11,078.82	\$ 7,848.47
Waseca	\$ 19,678.29	\$ 10,724.65	\$ 8,953.64
Washington	\$ 218,118.00	\$ 106,273.26	\$ 111,844.74
Watsonwan	\$ 9,039.28	\$ 2,935.37	\$ 6,103.91
Wilkin	\$ 7,922.44	\$ 2,658.62	\$ 5,263.82
Winona	\$ 48,460.08	\$ 28,827.42	\$ 19,632.66
Wright	\$ 98,281.35	\$ 61,661.97	\$ 36,619.38
Yellow Medicine	\$ 15,460.67	\$ 8,001.08	\$ 7,459.59

Section F. Allocation Formula

County Block Grant Amount and City/Town Point-of-Reference Amount Factors

This is a high-level review of the calculation and factors considered by the work group in determining the county block grant amount and the city and town point-of-reference amounts. The concept is for the county block grant amount to be distributed by mutual agreement between the county and all the cities/townships within that county.

- \$8.32 million in CARES Act funding
 - 40% allocated to the OSS = \$3.33 million
 - 60% allocated to counties (and cities and townships) = \$4.99 million
- Of the \$4.99 million allocated to the counties (and cities and townships), it is distributed as follows and based on per-unit rates:
 - 2.5% is based on base allocation equally divided to each county = \$1,433.9193
 - 25.0% based on 2018 voter (Primary and General) count = \$0.3527 per voter
 - 20.0% based on 2018 General Absentee Voter count = \$1.7777 per voter
 - 20.0% is based on May 1 registered voter counts = \$0.2942 per voter
 - 20.0% is based on number of polling places = \$347.6168 per polling place
 - 2.5% is based on 2018 population = \$0.0222 per person
 - Precinct-based allocations equate to \$166.2221 per polling place precinct and \$27.3321 per mail ballot precinct
 - 10.0% is based on number of total precincts = \$121.4121 per precinct
 - 2.5% is based on number of polling place precincts = \$44.8100 additional per polling place precinct
 - -2.5% is based on number of mail ballot precincts = reduction of \$94.08 per mail ballot polling place

This results in a range of county block grants of \$5,241.70 to \$1,117,423.48. Median is \$24,827.45 and average is \$57,356.77.

- Of the \$4.99 million allocated to the counties (and cities and townships), the work group recommends the counties and their cities and townships work to distribute the county's block grant funding. If agreement cannot be reached, then the work group provides point-of-reference amounts for each city/township that operates an election day polling place. This totals \$2.875 million.
 - The original 60% county block allocation is split 20% county and 40% cities/townships. The county receives the funding for mail ballot precincts and for absentee voting (if they complete those tasks for the jurisdiction) the under this formula as well.
 - The same factors listed above apply.

This results in a range of distributions of \$30.82 to \$237,630.19. Median is \$589.66 and average is \$1,999.42.

After reducing the county block grant amount by the point-of-reference amounts as listed, the county remaining portions (totaling \$2.1 million) result in a range of \$4,127.92 to \$385,503.48. Median is \$11,623.78 and average is \$24,308.91.

Section G. Default Municipal Allocation

To be used if a mutual agreement between the cities and counties cannot be reached.

MCDs	Formula Alloc Amt
Totals	\$ 2,875,164.04
Aastad township	\$ 440.35
Acoma township	\$ 720.70
Acton township	\$ 485.86
Ada city	\$ 1,131.25
Adams city	\$ 596.22
Adams township	\$ 532.17
Adrian city	\$ 639.11
Afton city	\$ 2,552.93
Agram township	\$ 550.63
Aitkin city	\$ 913.81
Akeley city	\$ 482.18
Akron township	\$ 425.98
Alango township	\$ 456.27
Alaska township	\$ 441.49
Albany city	\$ 1,150.62
Albany township	\$ 636.47
Albert Lea city	\$ 7,189.89
Alberta township	\$ 588.17
Albertville city	\$ 3,369.74
Albion township	\$ 769.19
Alborn township	\$ 527.42
Alden township	\$ 448.21
Aldrich township	\$ 507.26
Alexandria city	\$ 6,119.55
Alta Vista township	\$ 438.19
Alton township	\$ 500.51
Altura city	\$ 492.44
Amador township	\$ 656.32
Amboy township	\$ 424.13
Amherst township	\$ 463.41
Amo township	\$ 419.21
Amor township	\$ 550.22
Andover city	\$ 16,327.55
Angora township	\$ 462.98
Ann Lake township	\$ 494.00
Ann township	\$ 433.28
Annandale city	\$ 1,237.07
Anoka city	\$ 9,180.31
Apple Valley city	\$ 31,456.38
Appleton city	\$ 705.58
Arbo township	\$ 666.22
Arco city	\$ 406.21
Arden Hills city	\$ 5,624.79
Arendahl township	\$ 477.30
Arlington city	\$ 924.58

Arlone township	\$ 476.51
Arna township	\$ 410.77
Arrowhead township	\$ 437.85
Arthur township	\$ 882.66
Ash Lake township	\$ 434.74
Ashland township	\$ 478.55
Ashley township	\$ 444.23
Athens township	\$ 951.73
Atkinson township	\$ 510.39
Atwater city	\$ 656.13
Audubon city	\$ 498.95
Audubon township	\$ 556.44
Ault township	\$ 422.61
Aurdal township	\$ 865.10
Aurora city	\$ 1,051.49
Aurora township	\$ 529.78
Austin city	\$ 7,777.36
Automba township	\$ 424.01
Avon city	\$ 923.49
Avon township	\$ 1,386.48
Babbitt city	\$ 1,002.89
Bagley city	\$ 646.80
Baldwin township	\$ 2,548.97
Balkan township	\$ 651.41
Balsam township	\$ 600.38
Bandon township	\$ 420.19
Barnesville city	\$ 1,795.18
Barnum township	\$ 742.42
Barry township	\$ 522.34
Bartlett township	\$ 483.90
Bassett township	\$ 397.01
Battle Lake city	\$ 645.04
Baudette city	\$ 676.15
Baxter city	\$ 4,073.40
Bayport city	\$ 1,143.57
Baytown township	\$ 1,095.04
Bear Creek township	\$ 421.52
Beatty township	\$ 559.67
Beaver Bay city	\$ 420.50
Beaver Bay township	\$ 912.36
Beaver Falls township	\$ 429.75
Beaver township	\$ 454.99
Becker city	\$ 1,495.11
Becker township	\$ 1,785.36
Bejou city	\$ 406.12
Belfast township	\$ 442.97
Belle Creek township	\$ 541.86
Belle Plaine city	\$ 2,155.32

Belle Plaine township	\$	666.55
Belle Prairie township	\$	568.42
Bellevue township	\$	715.27
Beltrami Co. Unorganized	\$	1,417.55
Belvidere township	\$	522.57
Belview city	\$	460.56
Bemidji city	\$	5,437.90
Bemidji township	\$	1,161.96
Bennington township	\$	424.03
Benson city	\$	1,694.43
Benton township	\$	614.87
Benville township	\$	404.78
Bertha city	\$	492.35
Bertha township	\$	460.69
Bethel city	\$	512.27
Big Lake city	\$	3,647.75
Big Lake township	\$	3,663.34
Bingham Lake city	\$	421.22
Birch Cooley township	\$	442.94
Birchdale township	\$	627.76
Birchwood Village city	\$	726.82
Bird Island city	\$	648.65
Bird Island township	\$	438.83
Biwabik city	\$	762.54
Biwabik township	\$	692.37
Black Hammer township	\$	463.65
Blackberry township	\$	652.30
Blackduck city	\$	530.27
Blackhoof township	\$	696.05
Blaine city	\$	35,022.48
Blakeley township	\$	525.74
Blomkest city	\$	436.47
Blooming Grove township	\$	566.02
Blooming Prairie city	\$	892.94
Blooming Prairie township	\$	504.81
Bloomington city	\$	41,902.17
Blowers township	\$	447.49
Blue Earth city	\$	1,915.80
Blue Earth City township	\$	505.37
Blue Hill township	\$	972.36
Blue Mounds township	\$	438.97
Blueberry township	\$	611.38
Bluffton city	\$	435.34
Bluffton township	\$	497.70
Bogus Brook township	\$	765.09
Bondin township	\$	472.49
Boon Lake township	\$	479.09
Borgholm township	\$	835.58
Bovey city	\$	595.05
Bradford township	\$	1,349.17
Braham city	\$	1,131.31
Brainerd city	\$	6,339.08
Brandon city	\$	521.77
Breckenridge city	\$	1,791.83
Breezy Point city	\$	1,223.64

Breitung township	\$	599.77
Bremen township	\$	452.24
Brevator township	\$	708.55
Bricelyn city	\$	473.92
Bridgewater township	\$	1,029.28
Bristol township	\$	455.33
Brockway township	\$	1,228.08
Brook Park township	\$	486.20
Brookfield township	\$	423.96
Brooklyn Center city	\$	19,827.07
Brooklyn Park city	\$	32,545.26
Brooks city	\$	412.21
Brookston city	\$	400.82
Brookville township	\$	433.39
Brooten city	\$	278.61
Browerville city	\$	539.36
Brownsdale city	\$	563.63
Brownton city	\$	551.32
Bruce township	\$	523.54
Brunswick township	\$	738.78
Brush Creek township	\$	439.90
Buffalo city	\$	6,753.26
Buffalo Lake city	\$	507.91
Buffalo township	\$	977.32
Buhl city	\$	703.49
Bullard township	\$	437.57
Burbank township	\$	524.77
Burleene township	\$	468.56
Burlington township	\$	805.31
Burnhamville township	\$	588.48
Burnsville city	\$	23,006.37
Burton township	\$	424.94
Burtrum city	\$	405.61
Buse township	\$	523.69
Butler township	\$	460.89
Byron city	\$	960.30
Byron township	\$	447.05
Cairo township	\$	438.54
Caledonia city	\$	1,411.20
Cambridge city	\$	3,047.06
Cambridge township	\$	1,106.38
Camden township	\$	651.08
Cameron township	\$	413.31
Camp 5 township	\$	393.32
Camp Release township	\$	461.17
Camp township	\$	436.84
Canby city	\$	775.48
Candor township	\$	572.31
Canisteo township	\$	578.24
Cannon City township	\$	732.78
Cannon Falls city	\$	1,964.17
Cannon Falls township	\$	729.59
Canosia township	\$	1,089.23
Carimona township	\$	479.17
Carlisle township	\$	430.81

Carlos city	\$ 513.71
Carlos township	\$ 1,101.10
Carlton city	\$ 660.84
Carrolton township	\$ 496.66
Carson township	\$ 467.60
Carsonville township	\$ 445.71
Carver city	\$ 1,687.62
Cascade township	\$ 2,349.16
Cass Lake city	\$ 556.12
Castle Rock township	\$ 794.72
Cedar Lake township	\$ 1,321.36
Cedar Valley township	\$ 447.52
Center City city	\$ 603.14
Center Creek township	\$ 438.28
Centerville city	\$ 2,036.85
Ceylon city	\$ 471.61
Champlin city	\$ 9,186.03
Chandler city	\$ 447.36
Chanhasen city	\$ 11,220.45
Charlestown township	\$ 431.58
Chaska city	\$ 8,621.84
Chatfield city	\$ 1,455.41
Chatfield township	\$ 539.13
Chatham township	\$ 822.68
Chengwatana township	\$ 633.90
Cherry Grove township	\$ 486.47
Cherry township	\$ 646.77
Chester township	\$ 489.91
Chisago City city	\$ 2,017.63
Chisago Lake township	\$ 2,285.79
Chisholm city	\$ 2,118.13
Circle Pines city	\$ 2,990.83
Clara City city	\$ 759.41
Claremont city	\$ 478.68
Claremont township	\$ 504.50
Clarissa city	\$ 534.99
Clark township	\$ 423.03
Clarkfield city	\$ 572.36
Clear Lake city	\$ 518.00
Clear Lake township	\$ 918.14
Clearbrook city	\$ 505.31
Clearwater city	\$ 1,178.13
Clearwater township	\$ 811.12
Clements city	\$ 416.50
Cleveland city	\$ 639.11
Cleveland township	\$ 676.01
Clinton Falls township	\$ 508.62
Clinton township	\$ 661.21
Clitherall city	\$ 399.90
Clitherall township	\$ 562.39
Cloquet city	\$ 5,497.64
Clover township	\$ 1,348.83
Cohasset city	\$ 1,321.83
Cokato city	\$ 1,084.16
Cokato township	\$ 772.70

Cold Spring city	\$ 1,719.74
Coleraine city	\$ 953.85
Colfax township	\$ 561.12
Collegeville township	\$ 662.02
Collinwood township	\$ 729.41
Cologne city	\$ 892.42
Columbia Heights city	\$ 10,783.90
Columbia township	\$ 503.97
Columbus city	\$ 2,400.40
Colvin township	\$ 494.89
Comfort township	\$ 681.57
Comfrey city	\$ 844.39
Compton township	\$ 555.43
Concord township	\$ 549.50
Cook city	\$ 601.97
Coon Rapids city	\$ 31,526.82
Copley township	\$ 600.11
Corcoran city	\$ 6,118.87
Corinna township	\$ 1,214.60
Corliss township	\$ 542.61
Cormorant township	\$ 725.53
Cottage Grove city	\$ 12,788.41
Cotton township	\$ 552.31
Cottonwood city	\$ 689.60
Courtland city	\$ 585.53
Crane Lake township	\$ 425.42
Credit River township	\$ 2,069.10
Crooked Creek township	\$ 451.93
Crooks township	\$ 436.60
Crookston city	\$ 3,660.33
Crosby city	\$ 1,002.43
Crosby township	\$ 409.69
Crosslake city	\$ 1,238.56
Crow Wing township	\$ 1,306.07
Crystal city	\$ 11,093.33
Culver township	\$ 452.53
Daggett Brook township	\$ 539.43
Dahlgren township	\$ 1,132.41
Dailey township	\$ 439.13
Dakota city	\$ 474.29
Dalbo township	\$ 589.89
Dale township	\$ 426.40
Dalton city	\$ 452.90
Dane Prairie township	\$ 685.97
Darwin city	\$ 471.08
Dassel city	\$ 768.75
Dassel township	\$ 854.46
Dawson city	\$ 827.94
Dayton city	\$ 3,538.11
Dead Lake township	\$ 537.58
Decoria township	\$ 715.73
Deephaven city	\$ 14,823.03
Deer Creek city	\$ 452.87
Deer Creek township	\$ 473.81
Deer River city	\$ 951.56

Deer River township	\$ 943.75
Deerfield township	\$ 540.72
Deerwood township	\$ 862.41
Delafield township	\$ 457.07
Delano city	\$ 3,031.21
Delavan city	\$ 428.04
Delavan township	\$ 474.35
Delhi city	\$ 396.41
Delhi township	\$ 461.92
Dell Grove township	\$ 586.41
Dellwood city	\$ 792.88
Denmark township	\$ 976.14
Dennison city	\$ 227.62
Dent city	\$ 425.70
Des Moines River township	\$ 423.80
Des Moines township	\$ 458.72
Detroit Lakes city	\$ 3,471.12
Detroit township	\$ 1,654.76
Dewald township	\$ 468.90
Dexter city	\$ 472.95
Dexter township	\$ 465.94
Diamond Lake township	\$ 426.55
Dilworth city	\$ 1,466.54
Dodge Center city	\$ 1,331.82
Dora township	\$ 621.13
Douglas township	\$ 603.70
Dover city	\$ 569.27
Dover township	\$ 491.05
Dovray township	\$ 430.41
Dovre township	\$ 1,105.05
Drammen township	\$ 408.58
Dresbach township	\$ 534.39
Dryden township	\$ 468.48
Duluth city	\$ 45,027.34
Duluth township	\$ 1,080.15
Dunbar township	\$ 448.97
Dundas city	\$ 837.87
Dunn township	\$ 671.46
Dunnell city	\$ 419.82
Eagan city	\$ 27,764.93
Eagle Bend city	\$ 500.28
Eagle Lake city	\$ 1,165.94
Eagle Lake township	\$ 518.37
Eagle Valley township	\$ 487.04
East Bethel city	\$ 5,128.27
East Grand Forks city	\$ 4,407.91
East Gull Lake city	\$ 977.57
East Lake Lillian township	\$ 429.63
East Side township	\$ 594.42
Eastern township	\$ 458.42
Echo city	\$ 441.77
Eckles township	\$ 767.23
Eddy township	\$ 468.48
Eden Lake township	\$ 825.61
Eden Prairie city	\$ 40,291.20

Eden Valley city	\$ 959.72
Edgerton city	\$ 712.64
Edina city	\$ 25,822.31
Edna township	\$ 668.79
Edwards township	\$ 458.97
Effington township	\$ 457.23
Eglon township	\$ 561.54
Eitzen city	\$ 455.37
Elba city	\$ 421.21
Elba township	\$ 477.95
Elbow Lake city	\$ 705.30
Elgin city	\$ 645.34
Elgin township	\$ 581.50
Elizabeth city	\$ 422.71
Elizabeth township	\$ 631.49
Elk River city	\$ 12,339.97
Elko New Market city	\$ 1,560.38
Elkton township	\$ 474.29
Ellington township	\$ 454.90
Ellsburg township	\$ 457.16
Elmdale township	\$ 649.26
Elmer township	\$ 420.66
Elmira township	\$ 492.46
Elmo township	\$ 459.54
Elmore township	\$ 433.38
Elmwood township	\$ 498.43
Ely city	\$ 1,907.59
Elysian city	\$ 310.88
Elysian township	\$ 743.82
Embarrass township	\$ 595.77
Emerald township	\$ 453.60
Emily city	\$ 683.55
Empire township	\$ 1,195.51
Erhard city	\$ 411.69
Erhards Grove township	\$ 509.15
Ericson township	\$ 441.44
Erie township	\$ 895.90
Erin township	\$ 645.69
Eureka township	\$ 841.31
Evansville city	\$ 543.75
Evansville township	\$ 453.63
Eveleth city	\$ 1,923.18
Everts township	\$ 668.84
Excelsior city	\$ 6,341.63
Eyota city	\$ 896.87
Eyota township	\$ 532.03
Fahlun township	\$ 493.57
Fair Haven township	\$ 830.33
Fairbanks township	\$ 413.55
Fairfax city	\$ 660.32
Fairmont city	\$ 5,262.33
Fairview township	\$ 670.73
Falcon Heights city	\$ 3,126.37
Falk township	\$ 434.22
Fall Lake township	\$ 646.40

Farden township	\$ 1,039.52
Faribault city	\$ 6,247.18
Farm Island township	\$ 768.50
Farmington city	\$ 7,828.00
Farmington township	\$ 505.94
Fawn Lake township	\$ 522.20
Fayal township	\$ 1,107.05
Featherstone township	\$ 641.82
Felton city	\$ 430.08
Fergus Falls city	\$ 6,805.14
Fergus Falls township	\$ 588.78
Fern township	\$ 463.92
Fertile city	\$ 582.46
Field township	\$ 501.78
Fifty Lakes city	\$ 567.98
Fillmore township	\$ 525.59
Fine Lakes township	\$ 424.56
Finlayson township	\$ 501.31
Fish Lake township	\$ 1,046.12
Fleming township	\$ 500.22
Flora township	\$ 438.59
Florence township	\$ 903.94
Florida township	\$ 413.53
Flowing township	\$ 408.01
Folden township	\$ 463.84
Foley city	\$ 940.44
Forada city	\$ 438.36
Ford township	\$ 441.07
Forest Lake city	\$ 7,478.80
Forest Prairie township	\$ 626.02
Forest township	\$ 797.92
Foreston city	\$ 499.67
Forestville township	\$ 492.22
Fort Ripley township	\$ 680.48
Fort Snelling Unorganized	\$ 449.85
Fortier township	\$ 404.23
Fosston city	\$ 719.09
Foster township	\$ 458.08
Franconia township	\$ 930.75
Franklin city	\$ 481.39
Franklin township	\$ 1,272.97
Frazee city	\$ 654.96
Fredenberg township	\$ 901.36
Freedom township	\$ 481.44
Freeman township	\$ 523.89
Freeport city	\$ 558.25
Fremont township	\$ 474.66
French Lake township	\$ 739.55
French township	\$ 604.83
Friberg township	\$ 620.54
Fridley city	\$ 14,192.74
Friendship township	\$ 446.61
Frohn township	\$ 839.90
Frost city	\$ 431.61
Fulda city	\$ 769.33

Gales township	\$ 418.07
Garfield city	\$ 457.80
Garrison township	\$ 665.77
Gaylord city	\$ 896.18
Gem Lake city	\$ 586.68
Genessee township	\$ 502.52
Georgetown township	\$ 416.75
Germania township	\$ 468.19
Germantown township	\$ 782.93
Gibbon city	\$ 570.71
Gilbert city	\$ 1,051.86
Gillford township	\$ 513.32
Gilmanton township	\$ 618.39
Girard township	\$ 653.59
Glasgow township	\$ 453.50
Glencoe city	\$ 2,742.34
Glendorado township	\$ 601.00
Glenwood city	\$ 1,422.22
Glenwood township	\$ 721.71
Glyndon city	\$ 679.40
Glyndon township	\$ 476.44
Gnesen township	\$ 980.58
Golden Valley city	\$ 11,544.26
Gonvick city	\$ 453.33
Goodhue city	\$ 668.49
Goodhue township	\$ 543.28
Goodland township	\$ 537.28
Goodview city	\$ 2,111.43
Gordon township	\$ 577.63
Gorman township	\$ 517.98
Graceville city	\$ 556.28
Graham township	\$ 542.54
Granada city	\$ 453.74
Grand Lake township	\$ 1,246.11
Grand Marais city	\$ 1,199.37
Grand Meadow city	\$ 655.85
Grand Rapids city	\$ 4,431.35
Granite Falls city	\$ 1,449.55
Granite Falls township	\$ 802.07
Granite Ledge township	\$ 588.37
Granite Rock township	\$ 435.44
Granite township	\$ 511.25
Grant city	\$ 1,842.45
Grant Valley township	\$ 934.24
Grass Lake township	\$ 637.56
Grasston city	\$ 414.33
Great Bend township	\$ 479.09
Great Scott township	\$ 518.11
Green Lake township	\$ 914.49
Green Valley township	\$ 481.51
Greenbush city	\$ 598.10
Greenbush township	\$ 713.18
Greenfield city	\$ 1,435.91
Greenfield township	\$ 803.94
Greenleaf township	\$ 595.80

Greenville township	\$	647.19
Greenwood city	\$	671.15
Greenwood township	\$	1,164.86
Grey Cloud Island township	\$	481.71
Grey Eagle city	\$	463.41
Grey Eagle township	\$	569.46
Grove City city	\$	512.79
Grove Lake township	\$	461.47
Guthrie township	\$	539.59
Hagali township	\$	480.10
Halden township	\$	422.99
Hallock city	\$	659.29
Ham Lake city	\$	8,754.94
Hamburg city	\$	526.70
Hammer township	\$	433.57
Hampton city	\$	540.96
Hampton township	\$	651.04
Hancock township	\$	480.53
Hanover city	\$	1,896.25
Hansonville township	\$	406.69
Harmony city	\$	678.36
Harmony township	\$	468.13
Harris city	\$	700.42
Harris township	\$	1,492.33
Harrison township	\$	562.15
Hart Lake township	\$	878.03
Hart township	\$	463.69
Hartford township	\$	534.43
Hastings city	\$	14,337.21
Havana township	\$	553.65
Haven township	\$	1,002.83
Haverhill township	\$	881.16
Hawk Creek township	\$	444.92
Hawley city	\$	904.52
Hay Brook township	\$	449.68
Hay Creek township	\$	688.76
Hayfield city	\$	700.13
Hayfield township	\$	520.21
Hayward township	\$	495.36
Hector city	\$	621.08
Height of Land township	\$	572.62
Helena township	\$	940.96
Henderson city	\$	646.28
Hendricks city	\$	538.14
Hendricks township	\$	441.98
Henning city	\$	595.09
Henning township	\$	490.29
Henrietta township	\$	853.27
Henryville township	\$	429.37
Hermantown city	\$	5,144.23
Heron Lake city	\$	525.79
Hewitt city	\$	440.10
Hibbing city	\$	8,247.89
Hickory township	\$	404.93
High Forest township	\$	688.06

Highland township	\$	508.17
Highland township	\$	428.58
Highwater township	\$	429.53
Hillman township	\$	505.51
Hills city	\$	522.96
Hillsdale township	\$	528.86
Hilltop city	\$	511.49
Hinckley city	\$	727.43
Hinckley township	\$	584.36
Hines township	\$	567.37
Hobart township	\$	646.66
Hokah city	\$	537.70
Hokah township	\$	535.38
Holden township	\$	521.60
Holding township	\$	723.59
Holdingford city	\$	577.39
Holland township	\$	490.42
Hollywood township	\$	695.10
Holmes City township	\$	654.89
Holmesville township	\$	544.37
Holst township	\$	478.78
Holt township	\$	467.92
Homer township	\$	804.07
Homestead township	\$	474.88
Honner township	\$	396.90
Hope township	\$	453.50
Hopkins city	\$	10,081.79
Hornet township	\$	433.54
Houston city	\$	628.71
Houston township	\$	508.66
Howard Lake city	\$	866.88
Hoyt Lakes city	\$	1,172.98
Hubbard township	\$	616.42
Hugo city	\$	6,129.66
Huntersville township	\$	413.66
Hutchinson city	\$	5,753.69
Ideal township	\$	817.79
Independence city	\$	2,229.54
Industrial township	\$	594.59
Inman township	\$	449.87
International Falls city	\$	2,487.72
Inver Grove Heights city	\$	22,295.64
Iona city	\$	428.87
Iona township	\$	459.97
Iosco township	\$	568.06
Ironton city	\$	529.05
Irving township	\$	712.20
Isanti city	\$	2,243.34
Isanti township	\$	1,051.99
Isle city	\$	611.11
Isle Harbor township	\$	539.86
Itasca township	\$	425.67
Ivanhoe city	\$	549.76
Jackson city	\$	1,641.29
Jackson township	\$	703.88

Janesville city	\$ 1,003.53
Janesville township	\$ 547.73
Jeffers city	\$ 452.68
Jefferson township	\$ 412.24
Jevne township	\$ 472.18
Johnsonville township	\$ 408.12
Jordan city	\$ 2,616.88
Jordan township	\$ 481.74
Kabetogama township	\$ 433.90
Kalmar township	\$ 728.77
Kanabec township	\$ 596.25
Kandiyohi city	\$ 528.47
Kandiyohi township	\$ 570.46
Kandota township	\$ 604.04
Karlstad city	\$ 581.01
Kasota city	\$ 544.13
Kasson city	\$ 2,694.65
Kathio township	\$ 720.52
Keewatin city	\$ 679.24
Kellogg city	\$ 522.08
Kelsey township	\$ 424.05
Kensington city	\$ 455.49
Kenyon city	\$ 891.19
Kenyon township	\$ 491.62
Kerkhoven city	\$ 564.90
Kiester city	\$ 523.95
Kiester township	\$ 448.56
Kilkenny township	\$ 502.56
Kimball city	\$ 566.43
Kingman township	\$ 432.91
Kingston township	\$ 735.40
Kinney city	\$ 416.23
Kintire township	\$ 431.20
Knife Lake township	\$ 729.53
Koochiching Co. Unorganized	\$ 929.00
Kragnes township	\$ 464.00
Krain township	\$ 626.22
Kroschel township	\$ 443.92
Kugler township	\$ 440.94
La Crescent city	\$ 1,959.23
La Crescent township	\$ 782.86
La Garde township	\$ 426.48
La Prairie city	\$ 578.18
La Prairie township	\$ 445.66
Lake Andrew township	\$ 766.89
Lake Benton city	\$ 549.86
Lake Benton township	\$ 436.95
Lake City city	\$ 3,021.51
Lake Co. Unorganized	\$ 2,188.92
Lake Crystal city	\$ 1,039.52
Lake Elizabeth township	\$ 437.19
Lake Elmo city	\$ 4,014.39
Lake Eunice township	\$ 842.37
Lake Fremont township	\$ 433.03
Lake George township	\$ 507.71

Lake Hattie township	\$ 436.08
Lake Lillian township	\$ 435.67
Lake Mary township	\$ 767.49
Lake Park city	\$ 543.11
Lake Park township	\$ 518.08
Lake Sarah township	\$ 513.05
Lake Shore city	\$ 1,017.23
Lake St. Croix Beach city	\$ 749.89
Lake Stay township	\$ 423.99
Lake township	\$ 516.35
Lake View township	\$ 899.53
Lake Wilson city	\$ 466.01
Lakefield city	\$ 1,146.99
Lakeland city	\$ 976.91
Lakeland Shores city	\$ 495.88
Lakeport township	\$ 1,001.29
Lakeside township	\$ 1,007.18
Laketown township	\$ 945.72
Lakeville city	\$ 24,826.21
Lakewood township	\$ 1,130.29
Lakin township	\$ 494.20
Lamberton city	\$ 586.83
Lamberton township	\$ 437.63
Landfall city	\$ 502.07
Lanesboro city	\$ 658.63
Lauderdale city	\$ 1,389.48
Lavell township	\$ 470.49
Le Center city	\$ 921.27
Le Ray township	\$ 598.36
Le Roy city	\$ 629.87
Le Roy township	\$ 478.37
Le Sauk township	\$ 863.29
Le Sueur city	\$ 1,699.06
Leaf Lake township	\$ 559.36
Leaf Mountain township	\$ 471.43
Leaf River township	\$ 851.82
Leaf Valley township	\$ 540.13
Lee township	\$ 397.99
Leiding township	\$ 504.94
Lemond township	\$ 529.42
Lengby city	\$ 406.52
Lent township	\$ 1,319.34
Leon township	\$ 1,155.71
Leslie township	\$ 563.19
Lester Prairie city	\$ 812.20
Leven township	\$ 556.34
Lewiston city	\$ 749.85
Lexington city	\$ 980.55
Lexington township	\$ 623.79
Liberty township	\$ 582.82
Lida township	\$ 645.74
Lilydale city	\$ 814.51
Limestone township	\$ 427.36
Linden Grove township	\$ 419.15
Lindstrom city	\$ 1,828.54

Lino Lakes city	\$ 11,220.30
Linwood township	\$ 3,056.24
Lismore city	\$ 433.91
Lismore township	\$ 416.16
Litchfield city	\$ 3,344.30
Litchfield township	\$ 637.83
Little Canada city	\$ 5,685.42
Little Elk township	\$ 457.26
Little Falls city	\$ 3,297.38
Little Falls township	\$ 873.34
Little Sauk township	\$ 590.82
Livonia township	\$ 2,739.16
Lodi township	\$ 451.88
Lone Pine township	\$ 552.11
Long Beach city	\$ 510.62
Long Lake city	\$ 1,168.46
Long Prairie city	\$ 969.29
Long Prairie township	\$ 618.36
Lonsdale city	\$ 1,394.37
Loretto city	\$ 682.65
Louisville township	\$ 791.46
Lowry city	\$ 465.00
Lucan city	\$ 431.41
Luverne city	\$ 2,534.15
Lyle city	\$ 509.93
Lyle township	\$ 482.48
Lynden township	\$ 945.07
Lyons township	\$ 435.19
Mabel city	\$ 552.59
Macville township	\$ 430.32
Madelia city	\$ 848.99
Madison city	\$ 842.90
Madison Lake city	\$ 723.95
Mahnomen city	\$ 651.70
Mahtomedi city	\$ 3,436.59
Maine Prairie township	\$ 931.97
Maine township	\$ 613.17
Malmo township	\$ 494.96
Manannah township	\$ 520.06
Mankato city	\$ 16,172.46
Mantorville city	\$ 709.14
Mantorville township	\$ 940.10
Maple Grove city	\$ 40,466.78
Maple Grove township	\$ 1,090.94
Maple Lake city	\$ 954.21
Maple Lake township	\$ 1,417.25
Maple Plain city	\$ 1,151.61
Maple Ridge township	\$ 610.37
Maple township	\$ 488.10
Mapleton city	\$ 812.70
Maplewood city	\$ 20,552.90
Maplewood township	\$ 469.25
Marble township	\$ 423.25
Marcell township	\$ 536.54
Marine on St. Croix city	\$ 683.57

Marion township	\$ 1,929.61
Marsh Creek township	\$ 420.20
Marshall city	\$ 4,189.31
Marshan township	\$ 741.36
Marshfield township	\$ 440.72
Martin township	\$ 481.57
Martinsburg township	\$ 421.44
Marysville township	\$ 957.67
Maxwell township	\$ 431.29
May township	\$ 2,039.43
Mayer city	\$ 950.10
Mayhew Lake township	\$ 615.58
Maynard city	\$ 481.02
Mayville township	\$ 475.08
Maywood township	\$ 635.55
Mazeppa city	\$ 599.97
Mazeppa township	\$ 608.51
McDavitt township	\$ 532.22
McGregor township	\$ 409.95
Meadowlands city	\$ 406.76
Meadowlands township	\$ 480.41
Medford city	\$ 694.65
Medford township	\$ 531.69
Medicine Lake city	\$ 525.74
Medina city	\$ 4,062.54
Melrose city	\$ 1,387.22
Melville township	\$ 434.86
Menahga city	\$ 722.43
Mendota city	\$ 441.62
Mendota Heights city	\$ 6,281.41
Meriden township	\$ 559.76
Merton township	\$ 484.05
Middletown township	\$ 439.94
Middleville township	\$ 680.30
Midway township	\$ 1,316.06
Milaca city	\$ 1,131.65
Milaca township	\$ 820.51
Millerville township	\$ 491.21
Millwood township	\$ 673.57
Milo township	\$ 774.66
Milroy city	\$ 433.75
Milton township	\$ 600.05
Miltona city	\$ 488.50
Miltona township	\$ 676.37
Minden township	\$ 1,208.60
Minerva township	\$ 447.94
Minneapolis city	\$ 237,630.19
Minneola township	\$ 587.84
Minneota city	\$ 744.12
Minneota township	\$ 458.09
Minnesota Lake city	\$ 292.90
Minnesota Lake township	\$ 433.94
Minnetonka Beach city	\$ 778.28
Minnetonka city	\$ 40,203.27
Minnetrista city	\$ 5,357.81

Minnewaska township	\$	548.76
Mission Creek township	\$	519.08
Mission township	\$	679.16
Money Creek township	\$	557.23
Montevideo city	\$	2,072.07
Montgomery city	\$	1,159.24
Monticello city	\$	5,247.87
Monticello township	\$	1,313.69
Montrose city	\$	1,203.53
Moorhead city	\$	15,085.43
Moose Creek township	\$	456.97
Moose Lake city	\$	809.44
Moose Lake township	\$	677.24
Mora city	\$	1,218.25
Moran township	\$	534.87
Moranville township	\$	608.64
Morcom township	\$	407.83
Morgan city	\$	589.40
Morgan township	\$	444.41
Morken township	\$	439.97
Morrill township	\$	539.27
Morris city	\$	3,455.74
Morristown city	\$	631.87
Morristown township	\$	568.60
Morse township	\$	1,794.12
Morton city	\$	466.61
Motley city	\$	272.46
Mound city	\$	5,698.68
Mounds View city	\$	6,033.09
Mount Pleasant township	\$	501.02
Mountain Iron city	\$	1,912.65
Mountain Lake city	\$	916.43
Mountain Lake township	\$	458.92
Mud Lake Unorganized	\$	380.75
Munch township	\$	457.51
Nashwauk city	\$	657.80
Nashwauk township (balance)	\$	608.93
Nelson city	\$	424.08
Nerstrand city	\$	472.67
Nessel township	\$	1,003.44
New Avon township	\$	433.99
New Brighton city	\$	14,095.19
New Germany city	\$	488.47
New Hartford township	\$	631.32
New Haven township	\$	783.66
New Hope city	\$	11,728.74
New Independence township	\$	478.67
New London city	\$	753.56
New London township	\$	1,365.40
New Market township	\$	1,531.49
New Prague city	\$	2,792.44
New Richland city	\$	678.81
New Ulm city	\$	6,909.94
New York Mills city	\$	636.55
Newport city	\$	1,313.75

Newry township	\$	488.78
Newton township	\$	600.84
Nicollet city	\$	681.22
Nidaros township	\$	506.70
Nininger township	\$	665.96
Nisswa city	\$	1,115.27
Nokay Lake township	\$	644.12
Nora township	\$	940.61
Norden township	\$	481.48
Nordland township	\$	746.45
Norman township	\$	451.48
Normanna township	\$	633.45
North Branch city	\$	3,752.56
North Branch township	\$	916.61
North Germany township	\$	458.07
North Hero township	\$	422.42
North Mankato city	\$	5,781.55
North Oaks city	\$	3,931.48
North St. Paul city	\$	5,682.47
North Star township	\$	466.89
North township	\$	552.82
Northern township	\$	1,824.61
Northfield city	\$	12,415.20
Northfield township	\$	656.40
Northland township	\$	436.80
Northrop city	\$	436.56
Norton township	\$	519.60
Norway Lake township	\$	481.22
Norway township	\$	480.48
Norwegian Grove township	\$	473.95
Norwood Young America city	\$	1,340.41
Nowthen city	\$	2,547.89
Oak Grove city	\$	5,072.59
Oak Park Heights city	\$	10,300.67
Oak Valley township	\$	462.55
Oakdale city	\$	2,148.09
Ogema township	\$	459.26
Ogilvie city	\$	467.20
Olivia city	\$	986.44
Omro township	\$	413.54
Onamia city	\$	551.31
Onamia township	\$	518.31
Orange township	\$	476.39
Orion township	\$	541.83
Orono city	\$	6,259.91
Oronoco city	\$	841.03
Oronoco township	\$	1,086.46
Orr city	\$	459.00
Orrock township	\$	1,359.12
Orton township	\$	433.79
Ortonville city	\$	480.27
Orwell township	\$	435.47
Osage township	\$	597.04
Osakis city	\$	1,162.42
Osakis township	\$	568.29

Osceola township	\$	419.83
Oshkosh township	\$	442.28
Osseo city	\$	1,518.25
Otsego city	\$	6,719.94
Otter Tail township	\$	582.61
Ottertail city	\$	575.11
Otto township	\$	549.08
Owatonna city	\$	10,290.18
Owatonna township	\$	582.08
Oxford township	\$	672.85
Paddock township	\$	466.92
Page township	\$	581.82
Palmer township	\$	1,124.08
Palmyra township	\$	441.69
Park Rapids city	\$	1,690.92
Parke township	\$	545.79
Parkers Prairie city	\$	631.72
Parkers Prairie township	\$	494.68
Partridge township	\$	565.02
Paxton township	\$	532.19
Paynesville city	\$	1,143.43
Paynesville township	\$	823.47
Peace township	\$	658.15
Pease city	\$	437.26
Pelican Rapids city	\$	826.89
Pelican township	\$	571.05
Pembina township	\$	518.10
Penn township	\$	468.89
Pennock city	\$	491.64
Pepin township	\$	505.33
Pequaywan township	\$	449.21
Pequot Lakes city	\$	1,060.85
Perch Lake township	\$	670.37
Perham city	\$	1,127.31
Perham township	\$	651.31
Petersburg township	\$	450.15
Pierz city	\$	723.71
Pike Bay township	\$	738.09
Pike Creek township	\$	672.59
Pike township	\$	527.23
Pillager city	\$	30.82
Pilot Mound township	\$	486.08
Pine City city	\$	1,088.69
Pine City township	\$	762.87
Pine Island city	\$	1,651.65
Pine Island township	\$	559.13
Pine Lake township	\$	1,628.21
Pine Point township	\$	427.13
Pine River city	\$	639.83
Pine River township	\$	657.62
Pine Springs city	\$	1,722.70
Pipestone city	\$	1,633.94
Plainview city	\$	1,557.38
Plainview township	\$	509.97
Pleasant Grove township	\$	615.58

Pleasant Hill township	\$	527.45
Pleasant Prairie township	\$	445.08
Plymouth city	\$	51,398.10
Pokegama township	\$	1,152.06
Polk Centre township	\$	397.64
Pomroy township	\$	491.74
Poplar River township	\$	408.86
Popple township	\$	519.48
Port Hope township	\$	606.39
Portage township	\$	439.09
Prairie View township	\$	440.80
Preston city	\$	742.98
Preston Lake township	\$	448.16
Princeton city	\$	763.35
Princeton township	\$	977.70
Prinsburg city	\$	557.84
Prior Lake city	\$	13,304.06
Proctor city	\$	1,297.62
Quamba city	\$	409.01
Queen township	\$	448.20
Quincy township	\$	469.09
Racine city	\$	488.77
Racine township	\$	512.04
Ramsey city	\$	12,834.20
Randall city	\$	532.21
Randolph city	\$	511.32
Randolph township	\$	614.43
Ranier city	\$	896.03
Rapidan township	\$	735.01
Ravenna township	\$	1,108.66
Raymond city	\$	592.38
Red Eye township	\$	517.45
Red Lake Falls city	\$	1,398.51
Red Rock township	\$	604.33
Red Wing city	\$	7,715.28
Redwood Falls city	\$	2,615.76
Redwood Falls township	\$	436.27
Regal city	\$	393.04
Reno township	\$	515.63
Renville city	\$	648.48
Revere city	\$	396.58
Reynolds township	\$	526.77
Rice city	\$	804.02
Rice Lake city	\$	2,045.89
Riceland township	\$	510.49
Richfield city	\$	18,919.98
Richmond city	\$	766.63
Richmond township	\$	586.51
Richville city	\$	397.99
Richwood township	\$	563.37
Ripley township	\$	429.06
Riverside township	\$	483.05
Riverton township	\$	511.53
Robbinsdale city	\$	8,080.67
Rochester city	\$	50,068.08

Rochester township	\$ 2,094.65
Rock Creek city	\$ 800.07
Rock Dell township	\$ 590.72
Rockford city	\$ 1,860.36
Rockford township	\$ 1,423.78
Rocksbury township	\$ 1,023.44
Rockville city	\$ 1,105.82
Rockwood township	\$ 1,007.25
Rogers city	\$ 6,711.76
Rolling Forks township	\$ 421.48
Rolling Green township	\$ 457.29
Rollingstone city	\$ 592.86
Rollingstone township	\$ 582.89
Roosevelt township	\$ 1,004.61
Roscoe township	\$ 615.27
Rose Hill township	\$ 422.58
Roseau city	\$ 1,021.10
Rosemount city	\$ 9,592.83
Roseville city	\$ 22,123.80
Roseville township	\$ 538.36
Rosewood township	\$ 492.28
Round Lake city	\$ 460.95
Round Prairie township	\$ 541.62
Royal township	\$ 424.26
Royalton city	\$ 335.35
Royalton township	\$ 692.70
Runeberg township	\$ 498.67
Rush City city	\$ 915.40
Rush Lake township	\$ 700.72
Rushford city	\$ 857.28
Rushford Village city	\$ 634.89
Rushmore city	\$ 484.82
Rushseba township	\$ 624.31
Russell city	\$ 473.36
Rutledge city	\$ 425.92
Sabin city	\$ 517.93
Sacred Heart city	\$ 496.30
Sacred Heart township	\$ 459.51
Salem township	\$ 725.23
San Francisco township	\$ 669.13
Sanborn city	\$ 465.06
Sand Creek township	\$ 855.73
Sanders township	\$ 461.62
Sandstone city	\$ 697.82
Sandstone township	\$ 584.11
Sandy township	\$ 502.31
Santiago township	\$ 850.11
Sartell city	\$ 8,948.73
Sauk Centre city	\$ 1,650.65
Sauk Rapids city	\$ 4,322.29
Sauk Rapids township	\$ 556.20
Savage city	\$ 15,377.48
Scambler township	\$ 542.97
Scandia city	\$ 2,822.36
Scandia Valley township	\$ 840.78

Scanlon city	\$ 668.21
Sciota township	\$ 523.99
Seaforth city	\$ 396.18
Sebekka city	\$ 548.24
Seely township	\$ 434.93
Selma township	\$ 433.42
Severance township	\$ 448.81
Shafer city	\$ 640.38
Shafer township	\$ 1,085.11
Shakopee city	\$ 19,288.61
Shamrock township	\$ 768.67
Shaokatan township	\$ 441.75
Sharon township	\$ 587.84
Sheldon township	\$ 464.05
Shell Lake township	\$ 472.39
Sherburn city	\$ 661.16
Sheridan township	\$ 429.83
Sherman township	\$ 459.99
Shetek township	\$ 485.54
Shevlin city	\$ 415.79
Shevlin township	\$ 497.42
Shieldsville township	\$ 717.17
Shingobee township	\$ 1,240.81
Shoreview city	\$ 17,102.51
Shorewood city	\$ 5,966.52
Silver Bay city	\$ 1,313.17
Silver Creek township	\$ 1,972.91
Silver Lake city	\$ 581.63
Silver Lake township	\$ 540.07
Silver Leaf township	\$ 500.69
Silver township	\$ 512.14
Silverton township	\$ 428.24
Sinclair township	\$ 429.46
Sioux Agency township	\$ 446.50
Skelton township	\$ 503.14
Skree township	\$ 441.60
Slayton city	\$ 1,021.45
Slayton township	\$ 498.01
Sleepy Eye city	\$ 1,612.15
Sletten township	\$ 421.40
Smiley township	\$ 528.67
Solem township	\$ 453.86
Solway township	\$ 1,005.68
Somerset township	\$ 603.31
South Bend township	\$ 768.75
South Branch township	\$ 457.37
South Fork township	\$ 592.71
South Harbor township	\$ 611.63
South St. Paul city	\$ 7,356.35
Southbrook township	\$ 404.96
Southside township	\$ 843.81
Sparta township	\$ 634.65
Spencer Brook township	\$ 877.75
Spicer city	\$ 730.19
Spring Grove city	\$ 696.05

Spring Lake Park city	\$ 4,002.18
Spring Lake township	\$ 1,514.17
Spring Park city	\$ 1,445.21
Spring Prairie township	\$ 450.69
Spring Valley city	\$ 1,030.34
Spring Valley township	\$ 541.19
Springdale township	\$ 430.92
Springfield city	\$ 1,280.67
Springfield township	\$ 419.00
Springvale township	\$ 837.21
Spruce Grove township	\$ 473.31
St. Anthony city	\$ 6,065.75
St. Augusta city	\$ 1,649.09
St. Bonifacius city	\$ 1,363.55
St. Charles city	\$ 1,361.21
St. Charles township	\$ 527.16
St. Clair city	\$ 599.35
St. Cloud city	\$ 31,627.65
St. Francis city	\$ 2,983.83
St. George township	\$ 716.52
St. James city	\$ 1,629.01
St. Johns township	\$ 496.95
St. Joseph city	\$ 2,948.41
St. Joseph township	\$ 732.89
St. Lawrence township	\$ 552.63
St. Leo city	\$ 405.64
St. Louis Co. Unorganized	\$ 1,309.17
St. Louis Park city	\$ 31,357.81
St. Marys Point city	\$ 524.04
St. Mathias township	\$ 565.81
St. Michael city	\$ 8,161.31
St. Olaf township	\$ 496.43
St. Paul city	\$ 147,379.70
St. Paul Park city	\$ 598.54
St. Peter city	\$ 4,396.37
St. Stephen city	\$ 631.13
St. Wendel township	\$ 1,080.02
Stacy city	\$ 763.60
Stanchfield township	\$ 717.15
Stanford township	\$ 1,058.49
Stanton township	\$ 739.24
Staples city	\$ 1,373.41
Staples township	\$ 538.67
Star Lake township	\$ 523.20
Star township	\$ 410.21
Starbuck city	\$ 712.38
Stewart city	\$ 494.38
Stewartville city	\$ 1,988.00
Stillwater city	\$ 8,777.88
Stillwater township	\$ 1,119.80
Stockholm township	\$ 651.59
Stockton city	\$ 577.05
Stoney Brook township	\$ 460.67
Stony River township	\$ 445.84
Storden city	\$ 451.97

Storden township	\$ 437.80
Stowe Prairie township	\$ 504.13
Straight River township	\$ 593.42
Sturgeon township	\$ 431.28
Sugar Bush township	\$ 524.12
Sullivan township	\$ 420.69
Summit Lake township	\$ 498.18
Summit township	\$ 958.95
Sunburg city	\$ 415.56
Sundown township	\$ 427.34
Sunfish Lake city	\$ 584.48
Sunrise township	\$ 987.69
Sverdrup township	\$ 604.77
Swan River township	\$ 591.66
Swanville township	\$ 521.61
Swede Grove township	\$ 472.64
Swedes Forest township	\$ 417.81
Sylvan township	\$ 311.72
Taconite city	\$ 931.59
Taylor's Falls city	\$ 696.87
Ten Lake township	\$ 635.22
Thief River Falls city	\$ 4,304.54
Thomastown township	\$ 626.81
Thomson township	\$ 1,956.90
Three Lakes township	\$ 424.79
Tintah city	\$ 397.37
Tintah township	\$ 391.42
Todd township	\$ 1,127.84
Toivola township	\$ 441.63
Tonka Bay city	\$ 1,305.70
Tordenskjold township	\$ 547.97
Torning township	\$ 514.70
Tower city	\$ 918.02
Tracy city	\$ 860.53
Transit township	\$ 454.83
Trelipe township	\$ 442.79
Trimont city	\$ 578.05
Trondhjem township	\$ 435.43
Trosky city	\$ 406.57
Trout Lake township	\$ 752.90
Troy township	\$ 457.92
Truman city	\$ 662.64
Tumuli township	\$ 523.86
Turtle Creek township	\$ 465.78
Turtle Lake township	\$ 804.21
Twin Lakes township	\$ 1,066.20
Two Harbors city	\$ 2,484.86
Two Inlets township	\$ 463.14
Two Rivers township	\$ 603.24
Tyler city	\$ 680.69
Ulen city	\$ 496.17
Ulen township	\$ 420.68
Underwood city	\$ 490.44
Underwood township	\$ 435.23
Union Grove township	\$ 565.10

Urness township	\$	466.41
Utica city	\$	448.84
Utica township	\$	532.20
Vadnais Heights city	\$	7,329.79
Vail township	\$	443.68
Vasa township	\$	671.89
Verdi township	\$	411.85
Vergas city	\$	479.98
Vermilion Lake township	\$	498.76
Vermillion city	\$	514.74
Vermillion township	\$	738.13
Verndale city	\$	512.25
Vernon township	\$	577.09
Vesta city	\$	442.50
Vesta township	\$	432.00
Victor township	\$	711.18
Victoria city	\$	4,121.96
Villard city	\$	446.73
Villard township	\$	555.00
Vining city	\$	402.28
Viola township	\$	556.62
Virginia city	\$	4,678.88
Waasa township	\$	467.14
Wabana township	\$	575.43
Wabasha city	\$	1,834.72
Wabasso city	\$	554.10
Waconia city	\$	6,429.73
Waconia township	\$	778.69
Wacouta township	\$	542.36
Wadena city	\$	2,369.24
Wadena township	\$	637.88
Wagner township	\$	475.27
Wahkon city	\$	467.96
Waite Park city	\$	3,831.00
Walcott township	\$	674.14
Walden township	\$	426.35
Waldorf city	\$	436.61
Walker city	\$	670.18
Walnut Grove city	\$	528.66
Walters city	\$	398.41
Waltham city	\$	423.19
Wanamingo city	\$	668.83
Wanamingo township	\$	526.76
Wanda city	\$	403.56
Wang township	\$	460.63
Ward township	\$	515.85
Warren city	\$	770.07
Warren township	\$	553.36
Warroad city	\$	747.90
Warsaw township	\$	1,366.52
Waseca city	\$	4,211.51
Wasioja township	\$	626.10
Watab township	\$	1,310.75
Waterbury township	\$	429.41
Waterford township	\$	551.48

Watertown city	\$	1,549.75
Watertown township	\$	786.45
Waterville city	\$	843.24
Waterville township	\$	601.91
Watkins city	\$	588.45
Watopa township	\$	450.98
Waverly city	\$	814.59
Waverly township	\$	439.77
Wayzata city	\$	3,515.09
Webster township	\$	1,315.00
Welch township	\$	621.56
Welcome city	\$	573.44
Wellington township	\$	434.90
Wells city	\$	946.05
Wells township	\$	847.15
West Albany township	\$	488.96
West Concord city	\$	571.24
West Lakeland township	\$	1,745.68
West St. Paul city	\$	8,047.10
West Union city	\$	403.77
West Union township	\$	458.08
Westbrook city	\$	589.43
Westbrook township	\$	454.19
Westfield township	\$	502.16
Westline township	\$	428.33
Westport township	\$	445.76
Wheatland township	\$	759.03
Wheaton city	\$	1,099.70
Wheeling township	\$	556.33
White Bear Lake city	\$	13,708.05
White Bear Lake township	\$	523.62
White Bear township	\$	7,061.56
White Pine township	\$	393.13
White township (balance)	\$	1,318.86
Whited township	\$	639.86
Whitefield township	\$	531.99
Whitewater township	\$	437.41
Wilder city	\$	400.55
Wilkinson township	\$	487.30
Willernie city	\$	525.36
Williams township	\$	420.26
Willmar city	\$	8,196.10
Willmar township	\$	522.17
Willow Lake township	\$	436.28
Wilma township	\$	406.03
Wilmington township	\$	497.60
Wilson township	\$	722.28
Wilton township	\$	487.85
Windemere township	\$	913.66
Windom city	\$	2,501.62
Wing River township	\$	502.91
Winnebago city	\$	677.84
Winnebago City township	\$	432.64
Winnebago township	\$	444.70
Winona city	\$	12,196.65

Winsor township	\$	408.16
Winsted city	\$	917.85
Winthrop city	\$	758.52
Winton city	\$	435.04
Wisoy township	\$	497.80
Wolf Lake township	\$	454.47
Wood Lake city	\$	479.60
Woodbury city	\$	26,391.15
Woodland city	\$	655.43
Woodland township	\$	725.17
Woodside township	\$	984.44
Woodville township	\$	795.52
Worthington city	\$	6,022.16

Wuori township	\$	571.93
Wyanett township	\$	934.10
Wykeham township	\$	471.91
Wykoff city	\$	515.10
Wyoming city	\$	2,721.59
York township	\$	466.94
Young America township	\$	595.96
Yucatan township	\$	489.90
Zimmerman city	\$	2,044.69
Zumbro township	\$	607.72
Zumbrota city	\$	1,738.44
Zumbrota township	\$	573.20

Nicollet County Board of Commissioners
Board Meeting Agenda Item



Agenda Item:		
Consider Award of Bid for 2020 Aggregate Materials Project		
Primary Originating Division/Dept.: Public Works-Highway	Meeting Date: 07/28/2020	
Contact: Seth Greenwood, P.E. Title: PWD/Co. Eng.	Item Type: Regular Agenda (Select One)	
Amount of Time Requested 10 minutes		
Presenter: Seth Greenwood, P.E. Title: PWD/Co. Eng.	Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No	
County Strategy: Facilities and Space - preserve, maintain and build our assets (Select One)		
BACKGROUND/JUSTIFICATION: <p>4 bids were received and opened on July 20, 2020 for the 2020 Aggregate Materials project. Please see attached bid abstract for results.</p> <p>Aggregate Materials produced under this contract will be used to resurface gravel roads and gravel shoulders on our paved roads. Sand material is also produced and will be used in our winter maintenance operations. This year we are also planning on stripping 55,000 cubic yards of overburden to gain access to better quality materials that we will utilize in future aggregate materials projects.</p> <p>Since the low bid was so favorable and under the budget additional work may be added to this contract to take advantage of the low unit prices.</p>		
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		
ACTION REQUESTED: Award 2020 Aggregate Materials project to Timm's Trucking, Inc. for the low bid amount of \$240,310.00.		
FISCAL IMPACT: Included in current budget (Select One) If "Other", specify	FUNDING County Dollars = Grant (Select One) Total	\$240,310.00 \$240,310.00
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:		

NICOLLET COUNTY, MINNESOTA BID ABSTRACT

FOR: 2020 AGGREGATE MATERIALS

BID LETTING DATE & TIME: 07/20/20 at 11:00 A.M.

BIDDER	Engineer's Estimate	Ferguson Brothers Excavating, Inc.	Mathiowetz Construction Co.	Ulland Brothers	Timm's Trucking, Inc.
ADDRESS		2050 County Road 82 NW	30676 Co Rd 24	2400 Myers Road	24366 Holland Ave.
CITY, STATE, ZIP		Alexandria, MN 56308	Sleepy Eye, MN 56085	Albert Lea, MN 56007	Morristown, MN 55052
BID ITEMS:					
55,000 CY Common Excavation (EV)	\$4.00/CY	\$2.60/CY	\$2.54/CY	\$3.00/CY	\$0.67/CY
45,000 Tons Stockpile Aggregate Surfacing Class 5MOD	\$4.25/Ton	\$5.23/Ton	\$8.50/Ton	\$4.50/Ton	\$3.94/Ton
12,000 Ton Sand 3/8" Minus	\$2.50/Ton	\$2.21/Ton	\$2.73/Ton	\$2.90/Ton	\$2.18/Ton
TOTAL BID	\$441,250.00	\$404,870.00	\$554,960.00	\$402,300.00	\$240,310.00

I hereby certify that this is an exact reproduction of bids received.

Certified By: *Art Ruesswood* License No. *44184*

Date: *7-20-2020*

Nicollet County Board of Commissioners
Board Meeting Agenda Item



Agenda Item:		
Consider Professional Service Proposal for CSAH 21 Slope Slide		
Primary Originating Division/Dept.: Public Works-Highway	Meeting Date: 07/28/2020	
Contact: Seth Greenwood, P.E. Title: PWD/Co. Eng.	Item Type: Regular Agenda (Select One)	
Amount of Time Requested 10 minutes		
Presenter: Seth Greenwood, P.E. Title: PWD/Co. Eng.	Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No	
County Strategy: Facilities and Space - preserve, maintain and build our assets (Select One)		
BACKGROUND/JUSTIFICATION: <p>Gale-Tec and SRF have concluded their initial investigation and reports for the CSAH 21 slope slide issue. Gale-Tec has recommended 1 temporary remediation measure and 2 options for the permanent repair of the slope. Plan and specifications need to be completed for the temporary repair early this fall so the temporary repairs can be completed late this fall. This is so CSAH 21 can be fully reopened to traffic for the winter and will allow for time to develop and complete the permanent repair plans and specifications, permitting, and ROW acquisition. The permanent repair on CSAH 21 would then be constructed sometime in 2021.</p> <p>SRF, along with Gale-Tec as a subcontractor, has submitted a professional service proposal to develop the plans and specifications for the temporary repair. The proposal is attached for your review.</p> <p>This cost would be covered by Road and Bridge reserves but there is a potential that FHWA or State Aid Disaster funds may be available to cover some or all of this expense.</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)		
Approved by County Attorney's Office: <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A		
ACTION REQUESTED:		
Approve SRF CSAH 21 professional service proposal and authorize the Public Works Director to execute the proposal. +		
FISCAL IMPACT: NOT in current budget (Select One) If "Other", specify	FUNDING County Dollars = \$27,830.00 Grant (Select One)	
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:	Total	\$27,830.00



SRF13321.01

July 21, 2020

Mr. Seth Greenwood, P.E.
Public Works Director
Nicollet County
1700 Sunrise Drive
St. Peter, MN56082

Subject: Proposal for Professional Services for Preparation of Plans, Special Provisions, and Engineer's Estimate for CSAH 21 Landslide Temporary Remediation Measures, New Ulm, MN

Dear Mr. Greenwood:

Based on your request, SRF Consulting Group, Inc. (SRF) is pleased to submit this proposal to provide professional services for slope stabilization and associated roadway repair final for CSAH 21 near New Ulm. Gale-Tec Engineering, Inc (GTE) will provide geotechnical services as part of proposal.

GTE's Geotechnical Report, dated July 16, 2020 and SRF's Roadway and Drainage Report, dated July 16, 2020, presented options for slope reconstruction within/adjacent to the landslide area. The County has chosen to temporarily repair the slope before the permanent slope repair can be completed in the summer of 2021. The temporary repair will consist of a riprap buttress at the scarp locations. We understand that Nicollet County would like to progress the temporary design through final design, permitting, and bidding.

Scope of Services

We propose to carry out the work ("Scope of Services"), set forth in Attachment B for SRF and Attachment C for GTE.

Assumptions

Assumptions are listed in the attached Scope of Services.

Schedule

We will complete this work within a mutually agreed-upon time schedule. We understand the work must be completed in a timeframe which allows for construction of improvements, though their schedules have not yet been established. We will provide a detailed schedule as appropriate to follow and meet necessary submittals/approvals/etc.

www.srfconsulting.com

1 Carlson Parkway North, Suite 150 | Minneapolis, MN 55447-4453 | 763.475.0010 Fax: 1.866.440.6364

An Equal Opportunity Employer

Basis of Payment/Budget

We propose to be reimbursed for our services on an hourly basis for the actual time expended. Other direct project expenses such as printing, supplies, reproduction, etc., will be billed at cost and mileage will be billed at the current allowable IRS rate for business miles. Invoices are submitted on a monthly basis for work performed during the previous month. Payment is due within 30 days.

Based on our understanding of the project and our scope of services, we estimate the cost of our services to be \$27,830.00 which includes both time and expenses. Details of our proposed tasks are in the attached documents.

Changes in the Scope of Services

It is understood that if the scope or extent of work changes, the cost will be adjusted accordingly. Before any out-of-scope work is initiated, however, we will submit a budget request for the new work and will not begin work until we receive authorization from you.

Standard Terms and Conditions

The attached Standard Terms and Conditions (Attachment A), and Scope of Services (Attachment B), together with this proposal for professional services, constitute the entire agreement between the Client and SRF Consulting Group, Inc. and supersede all prior written or oral understandings. This agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Acceptance/Notice to Proceed

A signed copy of this proposal, mailed or emailed to our office, will serve as acceptance of this proposal and our notice to proceed. The email address is lgifford@srfconsulting.com.

We sincerely appreciate your consideration of this proposal and look forward to working with you on this project. Please feel free to contact us if you have any questions or need additional information.

Sincerely,

SRF CONSULTING GROUP, INC.



Leah Gifford
Sr. Associate



Eric Roerish
Principal

LG/ER/ko

Attachment A: Standard Terms and Conditions

Attachment B: Scope of Services

Attachment C: GTE

Approved: (Nicollet County)

(signature)

Name _____

Title _____

Date _____

This cost proposal is valid for a period of 90 days. SRF reserves the right to adjust its cost estimate after 90 days from the date of this proposal.

I1:\Projects\12000\12888_ProjectManagement\Scope\Phase 3 final plans\12888.02_CS\1114_NicolletSlopeRepair\finalDesign110519.docx

ATTACHMENT A
STANDARD TERMS AND CONDITIONS

The Standard Terms and Conditions together with the attached Proposal for Professional Services constitute the entire Agreement between the CLIENT and SRF Consulting Group, Inc. ("SRF") and supersede all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

1. STANDARD OF CARE

- a. The standard of care for all professional services performed or furnished by SRF under this Agreement will be the care and skill ordinarily used by members of SRF's profession practicing under similar circumstances at the same time and in the same locality. SRF makes no warranties, expressed or implied, under the Agreement or otherwise, in connection with SRF's service.
- b. The CLIENT shall be responsible for, and SRF may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to SRF pursuant to this Agreement. SRF may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

2. INDEPENDENT CONTRACTOR

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the CLIENT and SRF and not for the benefit of any other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or SRF. SRF's services under this Agreement are being performed solely for the CLIENT's benefit, and no other entity shall have any claims against SRF because of this Agreement or the performance or nonperformance of services hereunder.

3. PAYMENT TO SRF

Invoices will be prepared in accordance with SRF's standard invoicing practices and will be submitted to the CLIENT by SRF monthly, unless otherwise agreed. Invoices are due and payable within thirty (30) days of receipt. If the CLIENT fails to make any payment due SRF for services and expenses within forty-five (45) days after receipt of SRF's invoice thereafter, the amounts due SRF will be increased at the rate of 1-1/2% per month (or the maximum rate of interest permitted by law, if less). In addition, SRF may, after giving seven days written notice to the CLIENT, suspend services under this Agreement until SRF has been paid in full of amounts due for services, expenses, and other related charges.

4. OPINION OF PROBABLE CONSTRUCTION COST

Any opinions of costs prepared by SRF represent its judgment as a design professional and are furnished for the general guidance of the CLIENT. Since SRF has no control over the cost of labor, materials, market condition, or competitive bidding, SRF does not guarantee the accuracy of such cost opinions as compared to contractor or supplier bids or actual cost to the CLIENT.

5. INSURANCE

SRF will maintain insurance coverage for Workers' Compensation, General Liability, Automobile Liability and Professional Liability and will provide certificates of insurance to the CLIENT upon request.

6. INDEMNIFICATION AND ALLOCATION OF RISK

- a. To the fullest extent permitted by law, SRF agrees to indemnify and hold harmless the CLIENT, their officers, directors and employees against all damages, liabilities or costs (including reasonable attorneys' fees and defense costs) to the extent caused by SRF's negligent acts under this Agreement and that of its subconsultants or anyone for whom SRF is legally liable.
- b. To the fullest extent permitted by law, the CLIENT agrees to indemnify and hold harmless SRF, their officers, directors and employees against all damages, liabilities or costs to the extent caused by the CLIENT's negligent acts under this Agreement and anyone for whom the CLIENT is legally liable.

7. TERMINATION OF AGREEMENT

Either party may at any time, upon seven days prior written notice to the other party, terminate this Agreement. Upon such termination, the CLIENT shall pay to SRF all amounts owing to SRF under this Agreement, for all work performed up to the effective date of termination.

8. OWNERSHIP AND REUSE OF DOCUMENTS

All documents prepared or furnished by SRF pursuant to this Agreement are instruments of service, and SRF shall retain an ownership and property interest therein. Reuse of any such documents by the CLIENT shall be at CLIENT's sole risk; and the CLIENT agrees to indemnify, and hold SRF harmless from all claims, damages, and expenses including attorney's fees arising out of such reuse of documents by the CLIENT or by others acting through the CLIENT.

9. USE OF ELECTRONIC MEDIA

- a. Copies of Documents that may be relied upon by the CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by SRF. Files in electronic media format of text, data, graphics, or of other types that are furnished by SRF to the CLIENT are only for convenience of the CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- b. When transferring documents in electronic media format, SRF makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by SRF at the beginning of this Assignment.
- c. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- d. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of this data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within sixty (60) days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the sixty (60) day acceptance period will be corrected by the party delivering the electronic files. SRF shall not be responsible to maintain documents stored in electronic media format after acceptance by the CLIENT.

10. FORCE MAJEURE

SRF shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond SRF's reasonable control.

11. ASSIGNMENT

Neither party shall assign its rights, interests or obligations under this Agreement without the express written consent of the other party.

12. BINDING EFFECT

This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors, and assigns.

13. SEVERABILITY AND WAIVER OF PROVISIONS

Any provisions or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the CLIENT and SRF, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

14. SURVIVAL

All provisions of this Agreement regarding Ownership of Documents and Reuse of Documents, Electronic Media provisions, Indemnification and Allocation of Risk, and Dispute Resolution shall remain in effect.

15. DISPUTE RESOLUTION

If negotiation in good faith fails to resolve a dispute within the thirty (30) days of notice of the dispute, or time period specified by applicable law, then the parties agree that each dispute, claim or controversy arising from or related to this Agreement or the relationships which result from this Agreement shall be subject to mediation as a condition precedent to initiating legal or equitable actions by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the Commercial Mediation Procedures of the American Arbitration Association then currently in effect. A request for mediation shall be filed in writing with the American Arbitration Association and the other party. No legal or equitable action may be instituted for a period of ninety (90) days from the filing of the request for mediation unless a longer period of time is provided by agreement of the parties. Cost of mediation shall be shared equally between the parties. Mediation shall be held in a location mutually agreed upon by the parties. The parties shall memorialize any agreement resulting from the mediation in a mediated settlement agreement, which agreement shall be enforceable as a settlement in any court having jurisdiction thereof.

16. CONTROLLING LAW

This Agreement is to be governed by the law of the principal place of business of SRF.

17. SITE SAFETY

SRF shall not at any time supervise, direct, control or have authority over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety and security precautions and programs in connection with the work performed by any Contractor for the Project, nor for any failure of any Contractor to comply with laws and regulations applicable to such Contractor's work, since these are solely the Contractor's rights and responsibilities. SRF shall not be responsible for the acts or omissions of any Contractor or Owner, or any of their agents or employees, or of any other persons (except SRF's own employees and consultants), furnishing or performing any work for the Project, except as specifically outlined in SRF's scope of services.

SRF Consulting Group, Inc.

Client: Nicollet County

Project: CSAH 21 Slope Repair Temp Design and Permitting
Nicollet County**Attachment B: Scope of Services
Work Tasks and Person-Hour Estimates**

12888.02

Subconsultants:

<u>TASK NO.</u>	<u>SUMMARY OF TASKS</u>
1.0	Project Management
2.0	Temporary Slope Repair Final Design
3.0	Permitting

Project Overview:

This Project involves preparing signed construction plans and specifications for work needed to provide temporary slope stabilization with support from Gale-Tec Engineering, Inc. Work for this project will include riprap placement with J-Barrier for approximately 700 feet along CSAH 21. It will also include traffic control along CSAH 21. Deliverables for the Project will include project management, preparation of construction plans, special provisions (Division S) and a cost estimate. Construction administration is not included.

SRF Consulting Group, Inc.

Work Tasks and Person-Hour Estimates

Client: Nicollet County
Project: CSAH 21 Slope Repair Temp Design and Permitting



TASK NO.	TASK DESCRIPTION	PRINCIPAL	SR. ASSOC.	ASSOCIATE	SR. PROF.	PROF.	TECHNICAL	CLERICAL	TOTALS	EST. FEE
1.0	Project Management <u>Assumptions:</u> - No wetland services are required for this project. <u>Client Deliverables:</u>									
1.1	General Day-to-Day Project Management, Administration and Work Planning, and Schedule and Coordination of Tasks	0	4	0	0	0	0	0	4	\$540.00
1.2	Project Kickoff Meeting and site visit - Assumes a one-hour meeting and travel for two staff	0	4	0	4	0	0	0	8	\$1,012.00
1.3	Submittal Coordination Meetings - Assumes up to two (2) 1.5 hour conference calls prior to submittals to the County for two staff	0	3	0	6	0	0	0	9	\$1,113.00
1.4	Administer Project QA/QC <u>SRF Deliverables:</u> Monthly Invoices Coordination Meeting Setup and Attendance	2	0	0	0	0	0	0	2	\$368.00
SUBTOTAL - TASK 1		2	11	0	10	0	0	0	23	\$3,033.00
2.0	Temporary Slope Repair Final Design <u>Assumptions:</u> - Project includes preparing construction plans, special provisions (Division S) and a construction cost estimate. - Local funding will be used and state aid review/coordination will not be needed. - Coordination with and/or plan approval from other agencies will not be needed. - SRF to prepare plan sheets necessary for construction - SRF to prepare special provisions (Division S) for roadway and traffic control work only - Design will be riprap buttress in two locations where sliding has occurred prior to June 2020. <u>Client Deliverables:</u> - Complete survey information - 90% Submittal Review and Comment - Front end sections for Specifications									
2.1	Conduct Gopher State One Call Request and existing utility coordination	0	0	0	2	4	0	0	6	\$628.00
2.2	Prepare 90% Construction Plans - Plans to include the following sheets:	1	2	0	12	40	0	0	55	\$5,790.00

SRF Consulting Group, Inc.

Work Tasks and Person-Hour Estimates

Client: Nicollet County
 Project: CSAH 21 Slope Repair Temp Design and Permitting



TASK NO.	TASK DESCRIPTION	PRINCIPAL	SR. ASSOC.	ASSOCIATE	SR. PROF	PROF.	TECHNICAL	CLERICAL	TOTALS	EST. FEE
	Title Sheet									
	Utility Tabulations and Plan									
	Typical Sections									
	Inplace Topography, Utility, Removal Plans									
	Construction Plan									
	Erosion Control Plan									
	Traffic Control Plan									
	Riprap Buttress Plan and Details (to be completed by GaleTec)									
2.3	Prepare Draft Special Provisions (Division S)	0	4	0	4	0	0	0	8	\$1,012.00
2.4	Prepare Cost Estimate	0	1	0	2	2	0	0	5	\$567.00
2.5	Incorporate 90% Comments for Final Construction Plans, Special Provisions and Cost Estimate	0	2	0	8	6	0	0	16	\$1,802.00
2.6	Preparation of complete Proposal Package for bidding	1	4	0	6	0	0	0	11	\$1,432.00
2.7	Questions during bidding process	0	4	0	0	0	0	0	4	\$540.00
2.8	Questions during construction	0	4	0	0	0	0	0	4	\$540.00
	<u>SRF Deliverables:</u>									
	- 90% Plans, Draft Special Provisions (Division S) and Cost Estimate									
	- 100% Plans, Special Provisions (Division S) and Cost Estimate									
	SUBTOTAL - TASK 2	2	21	0	34	52	0	0	109	\$12,311.00
3.0	Permitting									
	<u>Assumptions:</u>									
	- Proposed work will result in impacts to the Minnesota River and will require a MnDNR Public Waters Permit.									
	- The work will fall under Category 2 of the Section 404 Transportation RGP and the project will not exceed 0.5 acre of temporary impacts or 500 linear feet, therefore SRF will prepare the Transportation RGP and will not require USACE authorization.									
	- NPDES Permit and SWPPP preparation will not be required.									
	- No WCA Permitting needed.									
	- Assumes no-rise condition, no FEMA coordination needed.									
	<u>Client Deliverables:</u>									
	- Input as needed from the County for Permits									
	- Permit application fee (MnDNR)									
	- Permit Application Approval (Sign)									
3.1	MnDNR Public Waters Permit Preparation and Coordination	0	1	0	4	4	0	0	9	\$999.00
3.2	Section 404 Transportation Regional General Permit Preparation	0	1	0	4	16	0	0	21	\$2,175.00
3.3	Model, confirm, and prepare no-rise certification	0	2	0	0	2	0	0	4	\$466.00

SRF Consulting Group, Inc.

Work Tasks and Person-Hour Estimates

Client: Nicollet County
 Project: CSAH 21 Slope Repair Temp Design and Permitting



12888.02

TASK NO.	TASK DESCRIPTION	PRINCIPAL	SR. ASSOC.	ASSOCIATE	SR. PROF.	PROF.	TECHNICAL	CLERICAL	TOTALS	EST. FEE
SRF Deliverables:										
- Permit Application and Documentation										
	SUBTOTAL - TASK 3	0	4	0	8	22	0	0	34	\$3,640.00
	TOTAL ESTIMATED PERSON-HOURS	4	36	0	52	74	0	0	166	
	AVERAGE HOURLY BILLING RATES	\$184	\$135	\$123	\$118	\$98	\$71	\$70		
	ESTIMATED LABOR AND OVERHEAD	\$736	\$4,860	\$0	\$6,136	\$7,252	\$0	\$0		\$18,984.00
	ESTIMATED DIRECT NON-SALARY EXPENSES									\$8,846.00
	TOTAL ESTIMATED FEE									\$27,830.00

SRF Consulting Group, Inc.

Client: Nicollet County

Project: CSAH 21 Slope Repair Temp Design and Permitting

Work Tasks and Person-Hour Estimates



12888.02

<u>TASK NO.</u>	<u>TASK DESCRIPTION</u>	<u>PRINCIPAL</u>	<u>SR. ASSOC.</u>	<u>ASSOCIATE</u>	<u>SR. PROF</u>	<u>PROF.</u>	<u>TECHNICAL</u>	<u>CLERICAL</u>	<u>TOTALS</u>	<u>EST. FEE</u>
ESTIMATE OF DIRECT NON-SALARY EXPENSES:										
	MILEAGE:	Personal Vehicles		250	Miles @	\$0.580				\$145.00
	REPRODUCTION:	Copy Duplication		140	Copies @	\$0.10				\$14.00
		Color Copies		0	Copies @	\$0.35				\$0.00
		Bond Prints		0	Prints @	\$6.00				\$0.00
		Mylar Prints		0	Prints @	\$12.00				\$0.00
				0	Copies @	\$1.00				\$0.00
	COURTHOUSE COPIES:									\$40.00
	PRINTING:									\$10.00
	SUPPLIES:									\$0.00
	COMMUNICATIONS:	Mail, Express, Etc.								\$10.00
		Cell Phone Charges		0	Minutes @	\$0.30				\$0.00
	DNR Natural Heritage Information System (NHIS) Review Request									\$150.00
	SUBCONSULTANTS: Gale-Tec Engineering, Inc.									\$8,487.00
	ESTIMATED DIRECT NON-SALARY EXPENSES									<u>\$8,846.00</u>

SUMMARY OF COSTS:

	<u>PRINCIPAL</u>	<u>SR. ASSOC.</u>	<u>ASSOCIATE</u>	<u>SR. PROF</u>	<u>PROF.</u>	<u>TECHNICAL</u>	<u>CLERICAL</u>	<u>TOTALS</u>
1.0 Project Management	\$ 368	\$ 1,485	\$ -	\$ 1,180	\$ -	\$ -	\$ -	\$ 3,033
2.0 Temporary Slope Repair Final Design	\$ 368	\$ 2,835	\$ -	\$ 4,012	\$ 5,096	\$ -	\$ -	\$ 12,311
3.0 Permitting	\$ -	\$ 540	\$ -	\$ 944	\$ 2,156	\$ -	\$ -	\$ 3,640
								<u>\$18,984.00</u>

Attachment C: Nicollet County CSAH 21 Temporary Landslide Remediation Project along Minnesota River, New Ulm, MN

Gale-Tec Engineering, Inc.

	Project Engineer - Nate Lichy, P.E.	Principal Engineer - Steve Gale, P.E.	Clerical - Paula Kelly	Total	Task Subtotal
Task 1 - Project Management/Administration/Site Visit	8	2	2	12	\$ 1,486.00
Task 2 - Design/Bid Document Preparation					
Task 2.1 - Assist SRF in Plan Development, Provide Cross Section of Proposed Repair	16	4		20	\$ 2,780.00
Task 2.2 - Assist SRF in Special Provision Development, Provide Special Provisions Related to Geotech Issues	10	4	2	16	\$ 2,096.00
Task 2.3 - Assist SRF in Quantity and SEQ Development	4	2	4	10	\$ 1,062.00
Task 2.4 - Review 90% Plan Set and Special Provisions for County to Review	4	2	1	7	\$ 918.00
Total Hours	42	14	9	65	
Hourly Rate*	\$ 130.00	\$ 175.00	\$ 48.00		
Subtotal	\$ 5,460.00	\$ 2,450.00	\$ 432.00	\$ 8,342.00	\$ 8,342.00

Expenses

Task	Total
1. Mileage - Site Visits and Meetings (250 miles @ \$0.58/mile)	\$ 145.00
Subtotal Expenses	\$ 145.00

ENGINEERING EXPENSES -GTE	\$ 8,342.00
EXPENSES	\$ 145.00
TOTAL	\$ 8,487.00

Notes

Nicollet County Board of Commissioners
Board Meeting Agenda Item



Agenda Item:	
Purdue Pharma, L.P. Bankruptcy -- Proof of Claim	
Primary Originating Division/Dept.: County Attorney's Office	Meeting Date: July 28, 2020
Contact: Michelle Zehnder <input checked="" type="checkbox"/> Title: County Attorney	Item Type: Regular Agenda (Select One)
Amount of Time Requested 10 minutes	
Presenter: Michelle Zehnder <input checked="" type="checkbox"/> Title: County Attorney	Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No
County Strategy: Programs and Services - deliver value-added quality services (Select One)	
BACKGROUND/JUSTIFICATION: <p>Litigation has been ongoing regarding the role and accountability of the pharmaceutical companies in the opioid epidemic. Purdue has filed for bankruptcy. The County received correspondence from Co-Lead Counsel and the Plaintiff's Executive Committee regarding the bankruptcy action filed by Purdue. To preserve the County's ability to claim loss in the bankruptcy filing, the County must file a Proof of Claim with the bankruptcy court.</p> <p>An on line calculator has been established to help calculate the County's claim. The calculator estimates Nicollet County's claim to be \$7,187,277 for the time period of 2003 through June 2020 and estimated future damages and abatement costs for the period July 2020 through 2040 to be \$7,440,136. There is no assurance made that Nicollet County will recover these costs given the large number of entities involved in the litigation and who likely will be filing claims.</p> <p>If the Board approves the filing of the Claim, the Chair should sign the Proof of Claim Form contained in the signature file.</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 checked="" type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A	
ACTION REQUESTED:	
Approve and sign the Proof of Claim	
FISCAL IMPACT: Other (Select One) If "Other", specify	FUNDING County Dollars = Grant (Select One)
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:	Total

Nicollet County Board of Commissioners
Board Meeting Agenda Item



Agenda Item: CARES Act Funding		
Primary Originating Division/Dept.: Administrator	Meeting Date: 7/28/2020	
Contact: Ryan Krosch Title: Administrator	Item Type: Regular Agenda (Select One)	
Amount of Time Requested 20 minutes		
Presenter: Title:	Attachments: <input type="radio"/> Yes <input checked="" type="radio"/> No	
County Strategy: Financial Security - prudent use of taxpayer resources (Select One)		
BACKGROUND/JUSTIFICATION: <p>Nicollet County received over \$4.1million of Federal CARES Act funds to assist with the costs associated with responding to the COVID-19 pandemic. Myself and other staff will be presenting options for how these funds can be spent. Additional information will be provided at the meeting.</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		
ACTION REQUESTED: <p>Discuss the spending of Federal CARES Act funds allocated to Nicollet County.</p>		
FISCAL IMPACT: Other (Select One) If "Other", specify	FUNDING County Dollars =	
	Federal (Select One)	\$4.1 million
	Total	\$4.1 million
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:		

OFFICIAL PROCEEDINGS OF THE
NICOLLET COUNTY DRAINAGE AUTHORITY
July 14, 2020

The Nicollet County Drainage Authority met in regular session on Tuesday, July 14, 2020 at 11:02 a.m. with Chair John Luepke presiding. Commissioners Marie Dranttel, Terry Morrow, Jack Kolars, Denny Kemp and John Luepke were present. Also present were County Administrator Ryan Krosch, Recording Secretary Abigail Lewis and County Attorney Michelle Zehnder Fischer.

The meeting was held via teleconference pursuant to Minnesota Statute 13D.021 due to the coronavirus pandemic. There were no public comments submitted by email or phone. No members of the public requested to participate in the meeting by phone. The meeting was recorded and broadcast live online.

Consent Agenda

Motion by Commissioner Kolars and seconded by Commissioner Kemp to approve the consent agenda items as follows: approval of the July 14, 2020 Drainage Authority minutes and Ditch Repair Report 20-015 through 20-019. Motion carried with all voting in favor.

Motion by Commissioner Kemp and seconded by Commissioner Morrow to adjourn the meeting. The meeting adjourned at 11:03 a.m.

JOHN LUEPKE, CHAIR
BOARD OF COMMISSIONERS

ATTEST:

RYAN KROSCH
CLERK TO THE BOARD

Nicollet County Drainage
Authority Meeting
Agenda Item



Agenda Item:

Set Hearing Date for Ditch Cleanings

Primary Originating Division/Dept.: Public Services

Meeting Date: 07/28/2020

Contact: Jaci Kopet

Title: Public Services Manager

Item Type: Regular Agenda
(Select One)

Amount of Time Requested 5 minutes

Presenter: Jaci Kopet

Title: Public Services Manager

Attachments: ☐ Yes ☒ No

County Strategy:
(Select One)

Programs and Services - deliver value-added quality services

BACKGROUND/JUSTIFICATION:

Nathan Henry has received two requests for ditch cleanings for this fall. Those ditches are CD24A & CD16A. Since these cleanings would be over our threshold for repairs, I would like to set the date for a public hearing for August 25, 2020 at 10:00 am.

Supporting Documents: ☐ Attached ☐ In Signature Folder ☒ None

Prior Drainage Authority Action Taken on this Item: ☐ Yes ☒ No

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

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

ACTION REQUESTED:

Approval to set public hearing for August 25, 2020 at 10:00am

FISCAL IMPACT: Other
(Select One)

If "Other", specify

FUNDING

Drainage Authority Dollars =

Grant

(Select One)

FTE IMPACT: No FTE change
(Select One)

If "Increase or "Decrease" specify:

Total

Related Financial/FTE Comments:

NICOLLET
COUNTY EST. 1853

Agenda Item: Consider Findings for the Correction to Benefits for CD 77 Lateral 2					
Primary Originating Division/Dept.: Public Services Contact: Jaci Kopet Title: Public Services Manager Amount of Time Requested 5 minutes Presenter: Jaci Kopet Title: Public Services Manager				Meeting Date: 07/28/2020 Item Type: (Select One) Regular Agenda Attachments: <input type="radio"/> Yes <input checked="" type="radio"/> No	
County Strategy: Programs and Services - deliver value-added quality services (Select One)					
BACKGROUND/JUSTIFICATION: A Public Hearing was held on July 21, 2020 to correct the benefits for CD77 Lateral 2 that were previously approve on July 9, 2019. The Drainage Authority approved those changes at that hearing. I will be presenting Findings of Fact for your consideration at the meeting.					
Supporting Documents: <input type="radio"/> Attached <input type="radio"/> In Signature Folder <input checked="" type="radio"/> None					
Prior Drainage Authority Action Taken on this 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 checked="" type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A					
ACTION REQUESTED: Consider approval of the Findings to correct the benefits for CD77 Lateral 2					
FISCAL IMPACT: Other (Select One) If "Other", specify			FUNDING Drainage Authority Dollars = Grant (Select One)		
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:			Total		

Nicollet County Drainage
Authority Meeting
Agenda Item



Agenda Item:

Consider Findings for the Improvement Project to CD 77 Lateral 2

Primary Originating Division/Dept.: Public Services

Meeting Date: 07/28/2020

Contact: Jaci Kopet

Title: Public Services Manager

Item Type: Regular Agenda
(Select One)

Amount of Time Requested 5 minutes

Presenter: Jaci Kopet

Title: Public Services Manager

Attachments: ☐ Yes ☒ No

County Strategy:
(Select One)

Programs and Services - deliver value-added quality services

BACKGROUND/JUSTIFICATION:

A Final Engineers Report Hearing was held on July 21, 2020 for CD77 Lateral 2. The Drainage Authority approved that project at the hearing.

I will be presenting Findings of Fact for your consideration at the meeting.

Supporting Documents: ☐ Attached ☐ In Signature Folder ☒ None

Prior Drainage Authority Action Taken on this Item: ☐ Yes ☒ No

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

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

ACTION REQUESTED:

Consider approval of the Findings to approve improvement project

FISCAL IMPACT: Other
(Select One)

If "Other", specify

FUNDING

Drainage Authority Dollars =

Grant

(Select One)

FTE IMPACT: No FTE change
(Select One)

If "Increase or "Decrease" specify:

Total

Related Financial/FTE Comments:

Nicollet County Drainage
Authority Meeting
Agenda Item



Agenda Item: County Ditch 62A Improvement Project				
Primary Originating Division/Dept.: County Attorney's Office Contact: Michelle Zehnder Fischer Title: County Attorney Amount of Time Requested 30 minutes Presenter: Michelle Zehnder Fischer Title: County Attorney	Meeting Date: 07/28/2020 Item Type: Regular Agenda <small>(Select One)</small>			
Attachments: <input type="radio"/> Yes <input checked="" type="radio"/> No				
County Strategy: Programs and Services - deliver value-added quality services <small>(Select One)</small>				
BACKGROUND/JUSTIFICATION: Pursuant to Minn. Stat. § 13D.05, subd. 3(b), a closed meeting of the Nicollet County Drainage Authority is needed to discuss litigation regarding the improvement project on Nicollet County Ditch 62A.				
Supporting Documents: <input type="radio"/> Attached <input type="radio"/> In Signature Folder <input checked="" type="radio"/> None				
Prior Drainage Authority Action Taken on this 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 checked="" type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A				
ACTION REQUESTED:				
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top; border: none;"> FISCAL IMPACT: Other <small>(Select One)</small> If "Other", specify FTE IMPACT: No FTE change <small>(Select One)</small> If "Increase or "Decrease" specify: Related Financial/FTE Comments: </td> <td style="width: 50%; vertical-align: top; border: none;"> FUNDING Drainage Authority Dollars = Grant <small>(Select One)</small> Total </td> </tr> </table>			FISCAL IMPACT: Other <small>(Select One)</small> If "Other", specify FTE IMPACT: No FTE change <small>(Select One)</small> If "Increase or "Decrease" specify: Related Financial/FTE Comments:	FUNDING Drainage Authority Dollars = Grant <small>(Select One)</small> Total
FISCAL IMPACT: Other <small>(Select One)</small> If "Other", specify FTE IMPACT: No FTE change <small>(Select One)</small> If "Increase or "Decrease" specify: Related Financial/FTE Comments:	FUNDING Drainage Authority Dollars = Grant <small>(Select One)</small> Total			