

## Nicollet County Board of Commissioners Meeting



**August 25, 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**

**August 25, 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 August 25, 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](http://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](http://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](mailto: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*

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*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 August 11, 2020 Board Minutes](#)
  2. [End of Probation](#)
  3. Approval of Bills
- Public Appearances
- 9:05 a.m.** Property Services
1. [Findings of Fact and Conditions for PLN20-11](#)
- 9:20 a.m.** Public Works
1. [Consider MnDOT Detour Agreement 1044658](#)
  2. [Consider MnDOT Lighting Agreement 1044568](#)
- 9:40 a.m.** Administration
1. [Resolution Supporting the Southern MN RTCC to apply for Phase 2 Funding](#)
  2. [Resolution Appointing the Nicollet County Recorder and Register of Titles](#)
  3. [Nicollet County CARES Business Assistance Grant Program](#)
- 10:00 a.m.** Chair's Report
- Commissioner Committee Reports
- Commissioners Meetings & Conferences
- Approve Per Diems and Expenses
- Adjourn Board of Commissioners Meeting
- 10:05 a.m.** Break
- 10:30 a.m.** Call Drainage Authority Meeting to Order: Chair Luepke
- Drainage Authority Agenda Items
1. Consent Agenda
    - a. [Approval of August 11, 2020 Drainage Authority Minutes](#)
  2. [Set Public Hearing Date for Ditch Cleaning](#)
  3. [Public Hearing for Ditch Cleanings on CD16A, CD24A and CD48A](#)
  4. **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.**
  5. [County Ditch 62A Improvement Project and Litigation](#)
- Adjourn Drainage Authority Meeting

Continued...

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### Notice of Scheduled Meetings

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

**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](mailto:rkrosch@co.nicollet.mn.us).**

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

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

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

September 3 – Highway 169 Coalition Meeting

September 8 - County Board of Commissioners Meeting, 9 a.m., Nicollet County Government Center, Board Room, St. Peter\*

September 8 – County Drainage Authority Meeting, 9 a.m., Nicollet County Government Center\*

September 10 – Budget Workshop, 8:30 a.m., Nicollet County Government Center, EOC, St. Peter

September 15 - Individual Department Head Meeting with Technologies, 8:15 a.m., Nicollet County Government Center, Board Room, St. Peter\*

September 15 - County Board Workshop, 9:30 a.m., Nicollet County Government Center Board Room, St. Peter\*

September 22 - County Board of Commissioners Meeting, 9 a.m., Nicollet County Government Center, Board Room, St. Peter\*

September 22 – County Drainage Authority Meeting, 9 a.m., Nicollet County Government Center\*

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OFFICIAL PROCEEDINGS OF THE  
BOARD OF COUNTY COMMISSIONERS FOR  
NICOLLET COUNTY, MINNESOTA  
AUGUST 11, 2020

The Nicollet County Board of Commissioners met in regular session on Tuesday, August 11, 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, Assistant County Attorney Megan Gaudette Coryell 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 Kemp and seconded by Commissioner Morrow to approve the agenda. 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 July 28, 2020 Board Meeting minutes, approval of the August 6, 2020 Special Board Meeting minutes, Natural Resources Block Grant Financial Report, approval of the Commissioner Warrants as presented for the following amounts: Revenue Fund - \$163,830.66, Road & Bridge Fund - \$43,799.13, Human Services Fund - \$160,209.25 and acknowledge review of the Auditor's Warrants. Motion carried with all voting in favor.

There were no public appearances.

**Finance**

**Resolution Awarding the Sale of Taxable G.O. Capital Improvement Plan Refunding Bond**

Finance Director, Heather McCormick, appeared before the Board to request approval on the Resolution Awarding the Sale of Taxable G.O. Capital Improvement Plan Refunding Bond. This is a refunding of debt issued in 2013 for the Health and Human Services building and other capital improvement projects. Director McCormick introduced Doug Green with Bakertilly to provide an overview of the bond process and the interest rate that was awarded.

Motion by Commissioner Kolars and seconded by Commissioner Morrow to approve the Resolution Awarding the Sale of Taxable G.O. Capital Improvement Plan Refunding Bond. Motion carried with all voting in favor on a roll call vote.

**RESOLUTION AWARDING THE SALE OF TAXABLE GENERAL OBLIGATION CAPITAL IMPROVEMENT PLAN REFUNDING BONDS, SERIES 2020A, IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$7,100,000; FIXING THEIR FORM AND SPECIFICATIONS; DIRECTING THEIR EXECUTION AND DELIVERY; PROVIDING FOR THEIR PAYMENT; PROVIDING FOR THE ESCROWING AND INVESTMENT OF THE PROCEEDS THEREOF; AND PROVIDING FOR THE REDEMPTION OF BONDS REFUNDED THEREBY**

(The full resolution is included with the official meeting packet)

**Quarter 2 2020 Donations**

Director McCormick requested Board approval on the 2020 Quarter 2 donations.

<u>FROM WHOM</u>	<u>AMOUNT</u>	<u>PURPOSE</u>
Various Donations	\$ 125.00	Loan Closet
Total	\$ 125.00	

Motion by Commissioner Kemp and seconded by Commissioner Morrow to approve the 2020 Quarter 2 donations. Motion carried with all voting in favor on a roll call vote.

**Emergency Management**

**Emergency Declaration for Flooding July 25, 2020**

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 July 25, 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 31, 2020 to ensure completion to the State in a timely manner.

Motion by Commissioner Morrow and seconded by Commissioner Kemp to approve the Resolution Declaring State of Emergency for Flooding on July 25, 2020. 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 July 25, 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 31 day of July, 2020.

**Health and Human Services**

**COVID-19 Update**

Health and Human Services Director, Cassie Sassenberg, provided an update on COVID-19 related topics including current Nicollet County statistics and related shifting

public health roles and responsibilities. At this time, Nicollet County has a total of 345 confirmed cases. There has been a noticeable increase in 17-21 year olds while congregate living places have held steady in their cases, without seeing increases. Currently, public health officials are consulting with schools on safe learning places for the upcoming school year.

At 9:47 a.m., Chair Luepke called for a recess.

At 10:02 a.m., Chair Luepke resumed the meeting.

## **Board Engagement**

### **MnDOT Presentation: Capital Highway Investment Plan (CHIP) Outreach**

MnDOT staff presented the District 7 Capital Highway Investment Plan (CHIP) via a ZOOM presentation. MnDOT's presentation provided an overview of the 10-year plan, the process and next steps, as well as a legislative update.

At the request of Chair Luepke, Public Works Director, Seth Greenwood, provided updates on various road projects within Nicollet County.

## **Administration**

### **CARES Act Funding**

County Administrator, Ryan Krosch, provided an update on the CARES Act funding the County has received through the State and requested approval on two resolutions: Nicollet County's CARES Act Funding Plan and Budget and Nicollet County's CARES Act Child Care, Crisis and Health and Safety Assistance Programs.

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 1, 2020 and meet criteria set forth by the Federal Government. Commissioner Krosch reviewed the drafted plan and budget. It was noted that these numbers can be fluid and change, but the goal is to have something in place to begin establishing the programs Nicollet County would like to offer with CARES funding.

Motion by Commissioner Kemp and seconded by Commissioner Morrow to approve the resolution for Nicollet County's CARES Act Funding Plan and Budget. Motion carried with all voting in favor on a roll call vote.

Administrator Krosch invited Director Sassenberg to the podium to provide information on the three Nicollet County CARES programs. Director Sassenberg provided an overview on each program and addressed questions and comments by the Board.

Motion by Commissioner Kemp and seconded by Commissioner Morrow to approve the resolution for Nicollet County's CARES Act Child Care, Crisis Funding and Health and Safety Assistance Programs with the requested grammatical changes to the policies as requested by Commissioner Morrow. Motion carried with all voting in favor on a roll call vote.

## **RESOLUTION APPROVING NICOLLET COUNTY'S**

### **CARES ACT FUNDING PLAN AND BUDGET**

**WHEREAS**, The Coronavirus Aid, Relief, and Economic Security (CARES) Act was passed by Congress and signed into law by President Trump on March 27th, 2020; and

**WHEREAS**, this over \$2 trillion economic relief package was established to provide economic and public health assistance to the American people impacted by the coronavirus (COVID-19) pandemic; and

**WHEREAS**, through the Coronavirus Relief Fund, the CARES Act provides \$150 billion of financial assistance for state, local and tribal governments who are navigating the impact of the COVID-19 pandemic; and

**WHEREAS**, The CARES Act requires that the payments from the Coronavirus Relief Fund only be used to cover expenses that:

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020 (December 1, 2020 for Minnesota); and

**WHEREAS**, Nicollet County received \$4,146,361 of CARES Act funds; and

**WHEREAS**, Nicollet County has established a CARES Act Funding Plan and Budget in accordance with guidance provided by the US Department of Treasury and Minnesota Office of Management and Budget.

**NOW, THEREFORE, BE IT RESOLVED**; that the Nicollet County Board of Commissioners approves the attached Nicollet County CARES Act Funding Plan and Budget dated August 11, 2020.

**BE IT FURTHER RESOLVED**, said Plan and Budget may be amended by the Nicollet County Board at a later date as guidance, need and circumstances change.

### **RESOLUTION APPROVING NICOLLET COUNTY'S CARES ACT CHILD CARE, CRISIS AND HEALTH AND SAFETY ASSISTANCE PROGRAMS**

**WHEREAS**, The Coronavirus Aid, Relief, and Economic Security (CARES) Act was passed by Congress and signed into law by President Trump on March 27th, 2020; and

**WHEREAS**, this over \$2 trillion economic relief package was established to provide economic and public health assistance to the American people impacted by the coronavirus (COVID-19) pandemic; and

**WHEREAS**, through the Coronavirus Relief Fund, the CARES Act provides \$150 billion of financial assistance for state, local and tribal governments who are navigating the impact of the COVID-19 pandemic; and

**WHEREAS**, The CARES Act requires that the payments from the Coronavirus Relief Fund only be used to cover expenses that—

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the state or government; and
3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020 (December 1, 2020 for Minnesota); and

**WHEREAS**, Nicollet County received \$4,146,361 of CARES Act funds; and

**WHEREAS**, on August 11, 2020 Nicollet County approved a CARES Act Funding Plan and Budget in accordance with guidance provided by the US Department of Treasury and Minnesota Office of Management and Budget; and

**WHEREAS**, US Treasury Guidance dated June 30, 2020 states that CARES Act Funds may be used for expenses of actions to facilitate compliance with COVID-19-related public health measures, expenses for acquisition and distribution of medical and protective supplies and expenses for public safety measures undertaken in response to COVID-19; and

**WHEREAS**, US Treasury Coronavirus Relief Fund Frequently Asked Questions dated July 8, 2020 states Cares Act funds may be used for consumer grant programs to prevent eviction and homelessness and may be used to provide emergency financial assistance to individuals and families directly impacted by a loss of income due to the COVID-19 pandemic.

**NOW, THEREFORE, BE IT RESOLVED**, that the Nicollet County Board of Commissioners approves the attached Nicollet County CARES Act Funding programs (Programs):

Nicollet County Board Meeting Minutes  
August 11, 2020

Nicollet County CARES Act Child Care Funding Program  
Nicollet County CARES Act Crisis Funding Program  
Nicollet County CARES Act Health and Safety Assistance Program

**BE IT FURTHER RESOLVED**, general administrative and policy changes may be made to these Programs by the Nicollet County Health & Human Services Director or Nicollet County Administrator without Nicollet County Board approval as guidance, need and circumstances change.

**BE IT FURTHER RESOLVED**, the Nicollet County Board of Commissioners has determined that expenditures for these Programs:

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act); and
3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020 (December 1, 2020 for Minnesota).

### **Commissioner Committee Reports**

The Commissioners reported on various meetings and activities including:

#### **Commissioner Marie Dranttel**

- Sibley County Joint Ditch Meeting
- Tri-County Board Meeting
- One Watershed One Plan Meeting
- Special Board Meeting

#### **Commissioner Terry Morrow**

- Public Health Meeting
- Budget Meetings
- Health Insurance Meeting
- Special Board Meeting

#### **Commissioner Denny Kemp**

- Health Insurance Meeting
- MRCI Board of Directors
- Special Board Meeting

#### **Commissioner Jack Kolars**

- Special Board Meeting
- GMG GreenSeam Event
- Traverse des Sioux Meeting

#### **Chair's Report**

- Ditch Tour
- 4H Livestock Show
- Budget Committee Meetings
- Sibley County Joint Ditch Meeting
- Special Board 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 11:19 a.m.

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JOHN LUEPKE, CHAIR  
BOARD OF COMMISSIONERS

ATTEST:

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RYAN KROSCH  
CLERK TO THE BOARD

Nicollet County Board of Commissioners  
Board Meeting Agenda Item



<b>Agenda Item:</b> End of Probations	
Primary Originating Division/Dept.: Human Resources	Meeting Date: 8/25/2020
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)	
<b>BACKGROUND/JUSTIFICATION:</b> Health and Human Services Director Cassie Sassenberg has requested the end of probation for Michael Davis, Social Worker, effective September 3, 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	
<b>ACTION REQUESTED:</b> Grant end of probationary status	
<b>FISCAL IMPACT:</b> Other (Select One) If "Other", specify	<b>FUNDING</b> County Dollars = Grant (Select One)
<b>FTE IMPACT:</b> No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:	<b>Total</b>

Nicollet County Board of Commissioners  
Board Meeting Agenda Item



<b>Agenda Item:</b>	
Findings of Fact and Conditions for PLN20 - 11	
Primary Originating Division/Dept.: PPSP - Property Services	Meeting Date: 08/25/2020
Contact: Michelle Zehdner <input checked="" type="checkbox"/> Title: County Attorney	Item Type: Regular Agenda (Select One)
Amount of Time Requested 15 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)	
<b>BACKGROUND/JUSTIFICATION:</b> The attached Findings of Fact document and conditions related to PLN20 - 11, for your consideration, as per the motion from the July 28, 2020 meeting, requesting staff to prepare the findings and conditions.	
Supporting Documents: <input checked="" type="radio"/> Attached <input type="radio"/> In Signature Folder <input type="radio"/> None	
Prior Board Action Taken on this Agenda Item: <input checked="" type="radio"/> Yes <input type="radio"/> No	
If "yes", when? (provide year; mm/dd/yy if known) July 28, 2020	
Approved by County Attorney's Office: <input checked="" type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A	
<b>ACTION REQUESTED:</b> Approval of the Findings of Fact documents and conditions for PLN20 - 11.	
<b>FISCAL IMPACT:</b> No fiscal impact (Select One) If "Other", specify	<b>FUNDING</b> County Dollars = 0 Other (Select One)
<b>FTE IMPACT:</b> No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:	<b>Total</b>

## **NICOLLET COUNTY BOARD OF COMMISSIONERS**

IN RE: The Application of Michaletz Properties, LLC,  
to amend two 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.

On July 28, 2020, the Nicollet County Board of Commissioners [hereinafter "County Board"] met at its regularly scheduled meeting to consider the application of Michaletz Properties, LLC, to amend two existing conditional use permits [hereinafter "CUP"], 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 applicants also requested to remove specific conditions from CUPs C-26-05 and C-23-93, on property located at 47028-547<sup>th</sup> Lane, Courtland, MN [hereafter "Gun Club" or "facility"].

Joe and Christine Michaletz, the owners of Michaletz Properties, LLC, were present. The County Board also heard public appearances from all interested parties wishing to speak at the meeting. The County Board also heard the Staff Report and received written reports and submissions as fully identified herein.

Commissioner Kolars moved, and Commissioner Dranttel seconded, to accept the Planning and Zoning Advisory Commission's June 15, 2020 and July 20, 2020 reports, recommendations and findings as submitted therein, which included the following: amendments to the 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, and with additional conditions regarding consumption of alcohol on site, and a restriction on the caliber of firearm and type of ammunition allowed to be used on the property.

The motion carried on a roll call vote, with three Commissioners voting in favor, and two commissioners voted in opposition. Commissioners Kolars, Dranttel, and Morrow voted in favor of the motion. Commissioners Luepke and Kemp voted in opposition to the motion. The CUP and conditions were approved, reserving only the issue of the language for the conditions addressing alcohol consumption and the caliber of ammunition.

Commissioner Kemp moved, and Commissioner Dranttel seconded, a request for Staff to prepare proposed Findings of Fact, and proposed conditions regarding alcohol and ammunition, for the August 25, 2020 regularly scheduled County Board Meeting. The motion carried, with all Commissioners voting in favor.

The Nicollet County Board of Commissioners now makes the following:

### **Findings of Fact**

1. Michaletz Properties, LLC, owns two parcels of property in Courtland Township, Nicollet County, Minnesota, further identified as Parcel 04.201.0210 [hereinafter “Northern Property”] and Parcel 04.201.0800 [hereinafter “Southern Property”].
2. The Northern Property consists of 44.8 acres and is zoned Conservancy. Michaletz Properties, LLC, acquired this property in May of 2019. 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.
3. The Southern Property consists of 114.74 acres and is zoned a mix of Conservancy and Floodplain. It contains one 26’ x 70’ steel utility building, 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. The structures are located in the area zoned Conservancy. There are no structures or proposed structures located in the area zoned Floodplain. The southern portion of the Sporting Clay Course does appear to have a field of fire where shot may fall within the area zoned Floodplain. River Ridge Gun and Archery Club, LLC, acquired this property in October of 2018. Ownership was then transferred to Michaletz Properties, LLC, in November of 2019.
4. The surrounding land use is a mix of natural environment, agricultural, industrial, and residential.
5. The property was previously known as the River Ridge Gun Club, Inc. It was a hunting preserve, and offered commercial hunting of pheasants and trap shooting activities.
6. There are two existing CUPs for this property, C-26-05 and C-23-93, that permit the following on the property: trap fields (shotguns), sporting clay course (shotguns), guide dog services, game birds, hunting preserve, camping, and shooting-related activities including special shooting events and liquor sales. C-23-93 permits commercial recreational hunting and a shooting camp. C-23-05 continued the previous conditions of C-23-93, clarified prior conditions, and added food service and campsites.
7. The proposed name of the new facility is River Ridge Gun and Archery Club, LLC.
8. The applicants’ CUP application [hereinafter “Application”] proposes the continuation of certain permitted activities and adding additional activities. The additional activities include: long-range rifle, short-range pistol, target pistol, outdoor archery, and shooting-related activities including special shooting events, a lounge, retail sales/pro-shop, classroom instruction trainings, indoor shooting simulator, archery, and gunsmith/archery services.
9. The Application seeks to retain certain existing structures, remove certain structures, and add new structures, as fully described and set forth in the Application.

10. The Application seeks to remove specific conditions from the existing conditional use permits as follows:

- a. From C-23-93: Condition 5: Only shotguns by club members are to be permitted on this preserve. The use of rifles is prohibited by all club members.
- b. From C-26-05:
  - 1) Condition 5.e: Only shotguns by club members are to be permitted on this preserve. The use of rifles is prohibited by all club members.
  - 2) Condition 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
  - 3) Condition 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.
  - 4) Condition 8: No firearms other than shotguns are to be discharged by the customers or club members on the facility.
  - 5) Condition 9: 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.

11. The June 15, 2020 public hearing was fully noticed and published in accordance with statute and policy.

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

13. The Planning and Zoning Advisory Commission [hereinafter "Commission"] initially considered the request on June 15, 2020. The Commission continued the public hearing until July 20, 2020, in order to obtain further information about the noise regulations applicable to the Gun Club.

14. The Commission considered and accepted the report of Deputy Zoning Administrator/Planner Jon Hammel; the completed application of Michaletz Properties, LLC, and all attachments thereto; multiple submissions from Wade and Velda Cordes opposing the Application; materials submitted by Chuck Niska, Shooting Range Coordinator, Minnesota Department of Natural Resources [hereinafter "DNR"], Division of Enforcement; and David Gross

(Attorney at Law) on the history and application of the Shooting Range Protection Act. In addition, three planning and zoning commissioners visited the Gun Club site.

15. Following the June 15, 2020 public hearing, Chuck Niska, DNR Shooting Range Coordinator, provided written comment via emailing clarifying noise control for gun ranges. Pursuant to Minnesota Statutes Chapter 87A, the sound from a shooting range is measured using methodology defined in Minnesota Rule 7030.0060, subparts 4 and 5, and would be measured for a 60-minute time period. The sound is measured at the point of reception, as defined in Minnesota Rule 7030.0060, subpart 1.

16. The materials submitted to the Commission at the public hearings on June 15, 2020 and July 2020, as well as subsequent submissions by the applicants and the Cordes, were also submitted to the County Board, and are part of the record as Attachments A to S.6 inclusive.

17. Public testimony was received by the Commission at the public hearings on June 15, 2020 and July 20, 2020, and is hereby incorporated into the record.

18. The Commission extensively considered the Application, members visited the site, and asked for follow up information from the Deputy Zoning Administrator.

19. The Commission, after due diligence, voted 6-0 to recommend that the Nicollet County Board of Commissioners approve the Application with 35 conditions.

20. The use proposed by the Application is permitted in the specified zoning districts as a Conditional Use according to Section 603.3 of the Zoning Ordinance.

21. The requested use is compatible with the nature of the land, and with public health, safety, and welfare.

- a. The requested use is an amendment to an existing commercial recreational land use.
- b. Commercial recreational land use is a permitted conditional use in the Conservancy District under Section 603.3 of the Zoning Ordinance.
- c. The proposal meets the requirements of Section 725 of the Zoning Ordinance for off-street parking.
- d. The request includes adequate barriers, consistent with National Rifle Association [hereinafter "NRA"] Guidelines for the operation of Gun Ranges, to protect surrounding properties and occupants while the facility is in use. The applicants have further presented site plans and constructed barriers that mitigate against stray fire. Members of the Commission visited the site and observed the existing and proposed protections to address the concerns about stray fire as well as noise mitigation efforts.
- e. The Gun Range site has proper screening.

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

- a. The facility is located on a township road, over which the County does not have authority. Courtland Township received notice of the request, but it did not provide official comment. Members of the Courtland Township Board appeared and noted the Courtland Township Board is planning to fix the township road.
- b. Concerns about the township road handling the additional traffic were expressed by members of the public.
- c. The conditions imposed on the CUP require the applicants and Courtland Township to have a road agreement in place. This obligation between the road authority and the applicants addresses the concerns with road conditions.
- d. There is advisory speed limit traffic signage on the township road.
- e. The conditions imposed on the CUP require the applicants to have a contract in place with Courtland Township to control dust to the satisfaction of the township.
- f. The applicants have been in contact with the Minnesota Department of Transportation to ensure a proper left turn lane is installed when U.S. Highway 14 is reconstructed. Further, the applicant would apply to the Department of Transportation to obtain, by permit, signage along U.S. Highway 14, notifying drivers to beware of event traffic and turning vehicles.

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

- a. The request is for an amendment to the existing use of the property as a gun club.
- b. The surrounding land use is natural environment. The County Board has considered the objections noted by neighboring properties and notes the proposed use is consistent with the previous approved use. The prior use also allowed for the operation of a hunting preserve on the property, and included the commercial hunting of pheasants, which is a much less controlled activity than the proposed shooting activities with specific areas of fire contained in the Application.
- c. The County Assessor reported that 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.
- d. Based upon the information of the County, the Gun Club meets all applicable set back and distance obligations.

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

- a. The facility is largely screened from public roads and most neighboring properties by existing vegetation and topographic features.
- b. The applicants propose to replace the existing clubhouse/stop with a new clubhouse and carriage house.



- c. The proposed structures meet the applicable setbacks and standards found in Section 603 of the Zoning Ordinance for buildings located in the Conservancy District.
  - d. The shooting debris will land on-site.
25. The requested use is consistent with the Nicollet County Land Use Ordinances.
- a. The applicants are following the procedure for CUPs set forth in Section 505 of the Zoning Ordinance. The application expands an existing and permitted land use.
  - b. Commercial recreation is a listed conditional use in the Conservancy zoning district under Section 603.3 of the Zoning Ordinance.
  - c. The proposed parking meets the standards of Section 725 of the Zoning Ordinance.
  - d. The conditions require compliance with obtaining the necessary zoning permits prior to the start of construction, including any earthwork or site prep, per Section 507 of the Zoning Ordinance.
26. The requested use is not in conflict with the Nicollet County Comprehensive Plan.
- a. The 1985 Comprehensive Plan states that building development should be restricted in the Floodplain District. 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 may fall within the area zoned Floodplain. The applicants will use steel shot only for the Sporting Clay Course and further will have in place an approved Environmental Stewardship Plan.
  - b. The 1985 Comprehensive Plan indicates wooded areas are to be conserved. The proposal does not include the clearing of existing woodlands.
27. The requested use would not create an unreasonably adverse effect because of noise, odor, glare, or general unsightliness, for nearby property owners.
- a. The existing vegetation and changes in topography help to screen the facility from public roads and most neighboring properties.
  - b. The conditions require the applicants to submit and abide by an Environmental Stewardship Plan for lead pollution.
  - c. Shooting activities, including special events, are already a permitted activity at the Gun Club.
  - d. Nicollet County's Zoning Ordinance does not contain noise standards. The applicants are required to abide by the standards contained in Minnesota Statutes Chapter 87A and will further have a noise control complaint process in place. While the CUP will increase the frequency of shooting, the noise levels must remain within the parameters set forth by the legislature. The County Board is permitted to trust that other regulatory agencies will fulfill their obligations with respect to the operation of the shooting range.
  - e. Members of the Commission visited the site and noted the measures the applicants have put in place to address the noise concerns and to mitigate noise from the proposed rifle range. Those measures, in combination with testing obligations, are sufficient to address neighboring property owners' concerns.

- f. The applicants plan to add additional measures to reduce sound and noise generated by shooting activities at the facility
28. The requested use is reasonably related to the existing land use and environment.
- a. Existing vegetation and changes in topography help to screen the facility from public roads and most neighboring properties.
  - b. The applicants plan to add measures to reduce sound and noise generated by shooting activities at the facility.
  - c. The proposed use is considered commercial recreation, which is a conditional use in the Conservancy District, per Section 603.3 of the Zoning Ordinance.
  - d. The proposal expands shooting activities at an existing commercial recreational gun club. The prior CUPs allowed for shooting activities that included special shooting events and alcohol sales.
  - e. The existing surrounding land use is a mix of natural environment, agriculture, industrial, and residential.
  - f. Only steel shot would be used on the Sporting Clays Course and lead shot would be prohibited.
  - g. The applicants are required to submit and adhere to an Environmental Stewardship Plan for the facility to address lead reclamation.
29. There are no apparent unreasonable health risks posed to neighbors or the public in general.
- a. The proposed bullet containment measures were designed following NRA and Minnesota DNR guidance.
  - b. 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 have put in place sufficient measures to mitigate against stray fire, consistent with NRA standards.
  - c. At the public hearings before the Commission, as well as at the County Board meeting, neighboring property owners expressed concern about stray fire. Neighboring property owners stated stray fire was not reported to law enforcement at the time of the incidents. Therefore, any incidents of stray fire, and the discovery of the source of the shots, were not investigated. Based upon the statements at the public hearings, it appears that, if there was stray fire from the Property, that a majority of those incidents occurred under prior ownership.
  - d. At the public hearings, neighboring property owners expressed concerns about rifles being fired on the Property. To date, the prior CUPs allowed the property owners to use the rifle range for personal use.
  - e. The applicants estimate a daily usage of up to 150 customers, and a special event usage of up to 500 customers. The applicants note that the rifle range use would be rented by the hour and has a limited number of lanes.
  - f. The applicants would be required to obtain the necessary licenses prior to offering food and beverage services. The applicants agree that alcoholic beverages should not be consumed on site prior to or during shooting activities.

- g. A new septic system to serve the proposed clubhouse and carriage house is a required condition of the CUP.
- 30. The requested use does not have an adverse effect upon public health, safety, and welfare,
  - a. The applicants' request would allow for the recreational use of firearms and archery equipment in a controlled, supervised environment.
  - b. The DNR had no objection to the Application.
  - c. The neighboring property owners concerns about stray fire are addressed by the design aspects of the shooting range set forth in the Proposal.
  - d. The Cordes' concerns about the health of their horses due to the sound of gunfire, as reflected in their written submissions, is not persuasive, because the existing CUPs allow for shooting activities and the Cordes' purchased their property while the previous CUPs permitting shooting activities were in place.
  - e. The added condition that prohibits the consumption of alcohol prior to and during shooting activities addresses the concerns raised about the consumption of alcohol during shooting activities. Of note, the previous owner had a license to serve alcoholic beverages on site, but the license expired with the change in ownership.

### **Decision**

The request of Michaletz Properties, LLC, for a conditional use permit is hereby granted for the amendments to Conditional Use Permits C-23-93 and C-26-05 and for Conditional Use Permit PLN 20-11 located at 47028-547<sup>th</sup> Lane, Courtland, MN, in accordance with and subject to the conditions of the plans, maps, designs, and all other documents referenced in and provisions of the Application, attached hereto as Exhibit A, and further subject to the following conditions:

1. The applicant shall complete 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 will 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. 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 sale 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 consumption of alcoholic beverages at the facility by shooting participants is prohibited both prior to, and while, the participants are engaging in shooting activities.
12. The applicant must provide Property Services with emergency contact information for the owners of facility and the onsite caretaker. The applicant must keep this information current and up to date.
13. The use of lead shot at the sporting clay course is prohibited.
14. 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.
15. The applicant must maintain a compliant sewage treatment system in accordance with Section 734 of the Zoning Ordinance and Minnesota State Rules Chapter 7080.
16. The secondary septic system location, as depicted on the applicant's survey, must be protected from development, disturbance, or alteration.
17. The applicant must submit to Property Services a complete Environmental Stewardship Plan for lead 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.
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 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.

19. 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.
20. 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.
21. 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.
22. 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.
23. 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.
24. Parking and/or material storage is prohibited within public right-of-ways.
25. A satisfactory road agreement shall be in place between the applicant and Courtland Township for the use of 547th Lane.
26. The applicant must submit a complaint response plan related to the operation of a shooting facility prior to issuance of this conditional use permit.
27. The facility must adhere to the set hours of operation submitted with the application.
  - a. Tuesday through Saturday the bar/lounge and clubhouse shall be open 10:00 a.m. to 9:00 p.m., and the outdoor shooting ranges/courses shall be open 10 a.m. to sunset.
  - b. Sundays the bar/lounge, clubhouse, and outdoor shooting ranges/courses shall be open 10:00 a.m. to 5:00 p.m.
28. If the facility holds an event on a Monday, the bar/lounge and clubhouse shall only be open from 10:00 a.m. to 9:00 p.m., and the outdoor shooting ranges/courses shall only be open from 10:00 a.m. to sunset.
29. All events must be focused on the shooting of pistols, rifles, and shotguns, or archery shooting. Any ancillary activities must be shooting-related.

30. Firearms that are larger than .39 caliber are not permitted on the rifle range for commercial use, except for muzzleloader and black powder style firearms. The commercial use of tracer, armor-piercing, incendiary, steel-core, explosive, steel-jacketed, and accelerator ammunition is prohibited. Shotguns that are 10-gauge or smaller are allowed to be used at the facility.
31. 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.
32. 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.
33. 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.

34. Excavation, earthwork, and the removal of vegetation/trees shall be prohibited within the bluff and bluff setback.
35. The applicant must obtain the required permits from MNDOT prior to the placement of signage along U.S. Highway 14 during special events.
36. 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.)

37. 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.

Dated this \_\_\_\_\_ day of August, 2020.

NICOLLET COUNTY BOARD OF COMMISSIONERS.

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John Luepke, Chair  
Nicollet County Board of Commissioners

ATTEST:

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Ryan Krosch, County Administrator  
Clerk to the County Board





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

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PLANNING & ZONING ADVISORY COMMISSION  
APPLICATION

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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

**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

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.

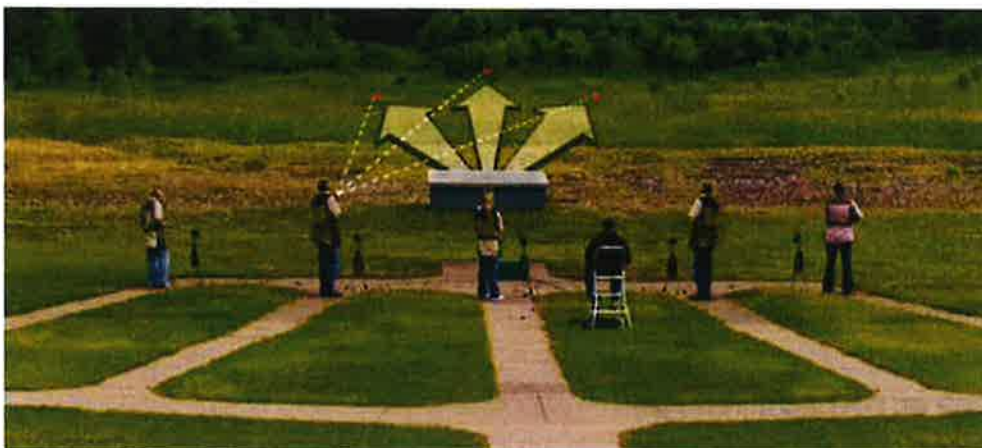
The direction of fire for one of the Sporting Clays stations results in a shot fall zone that crosses into the adjacent property to the west. The owner of that property, Mark Kohn, had a verbal agreement with the former owners of the shooting range allowing for the shot to fall onto his property. We 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)

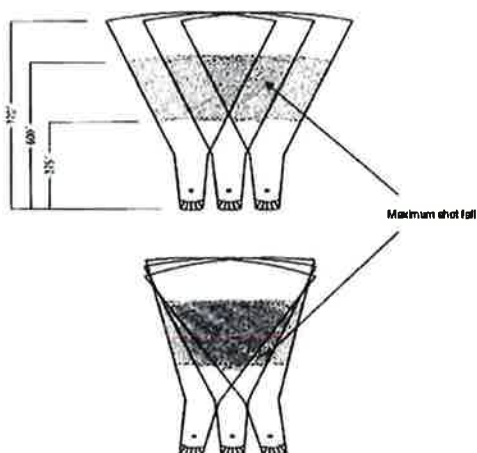
This section explains the fundamentals of our proposed Trap shooting fields. The terms "shots" and "rounds" are used interchangeably and describe the shooting of one shotgun shell (round).

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 547<sup>th</sup> Lane. During special events, MnDOT will provide a portable stand-mounted sign approximately 1000 ft. before the intersection of Hwy 14 and 547<sup>th</sup> 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.

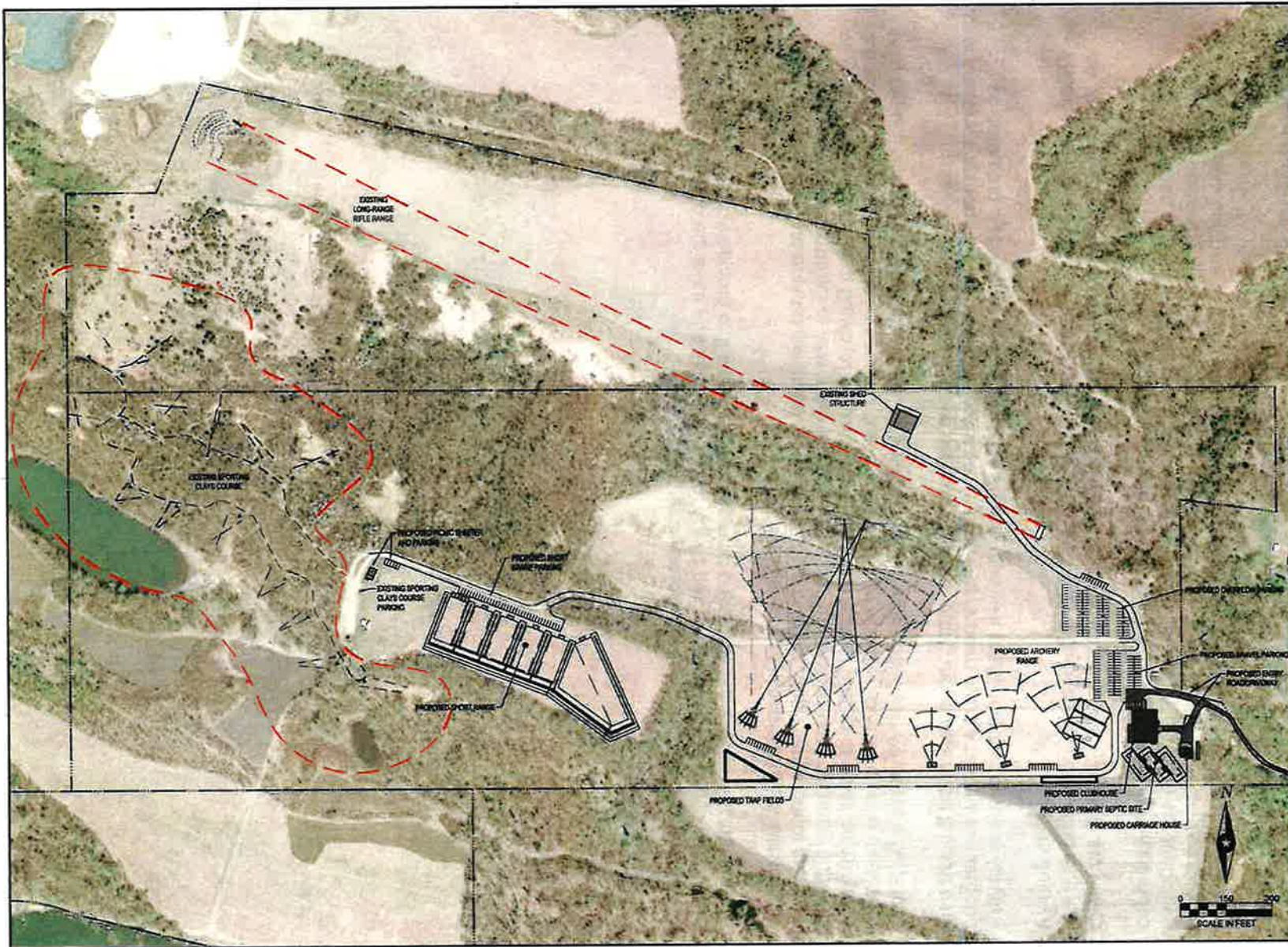
We believe hunting is a great way to appreciate the outdoors and is a tradition many people around southern Minnesota enjoy with family and friends. River Ridge will provide a unique setting for the public to sight in rifles, practice shotgun shooting technique, or participate in a competitive element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



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# **RIVER RIDGE GUN AND ARCHERY CLUB**

COURTLAND TWP. MINNESOTA

DATE	DESCRIPTION	BY
10/1/2020	CLIP REVIEW	KLB
10/1/2020	CLIP REVIEW	KLB

PROJECT NO.	20-228-M
FILE NAME	2018-01-11_11_11_11
CREATED BY	SPH
DE. CHECKED BY	SPH
REVIEWED BY	KLB
ORIGINAL SCALE	1"=100'
CLIENT PROJECT NO.	

TITLE:

## **OVERALL SITE PLAN**

SHEET: **1**

PRELIMINARY NOT FOR CONSTRUCTION





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PROJECT:

# RIVER RIDGE GUN AND ARCHERY CLUB

COURTLAND TWP. MINNESOTA

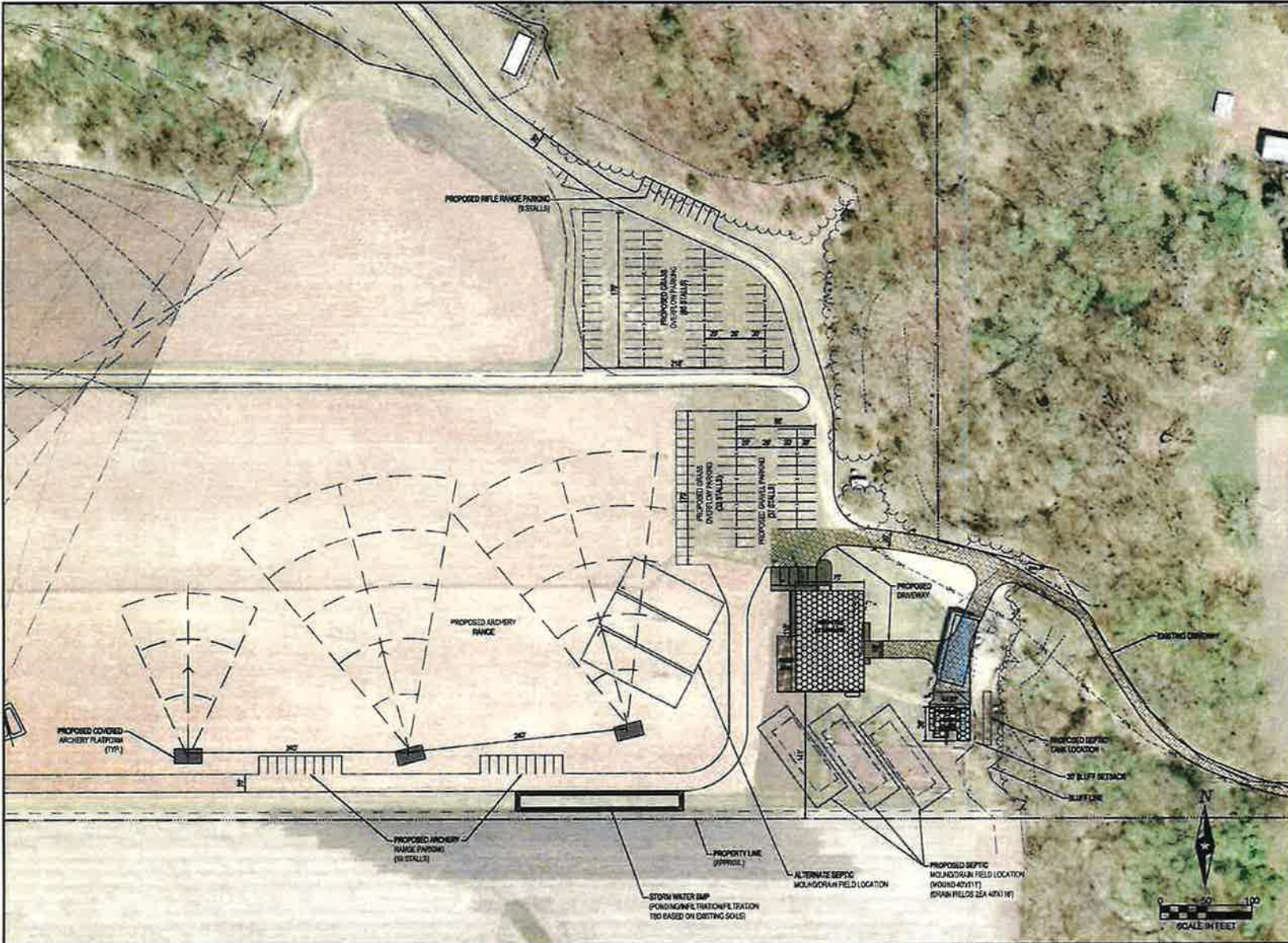
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05/05/2018	ALJ	05/05/2018
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PROJECT NO.	20-238-08
FILE NAME	20180505
DESIGNED BY	ALJ
DESIGNED BY	ALJ
NO. OF SHEETS	1
ORIGINAL FILE DATE	05/05/2018
CLIENT PROJECT NO.	

TITLE:

## PROPOSED SITE PLAN

SHEET 2





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PROJECT:

# **RIVER RIDGE GUN AND ARCHERY CLUB**

COURTLAND TWP. MINNESOTA

DATE	DESCRIPTION	BY
6/16/2016	CONSTRUCTIVE	ALP
	REVISION	

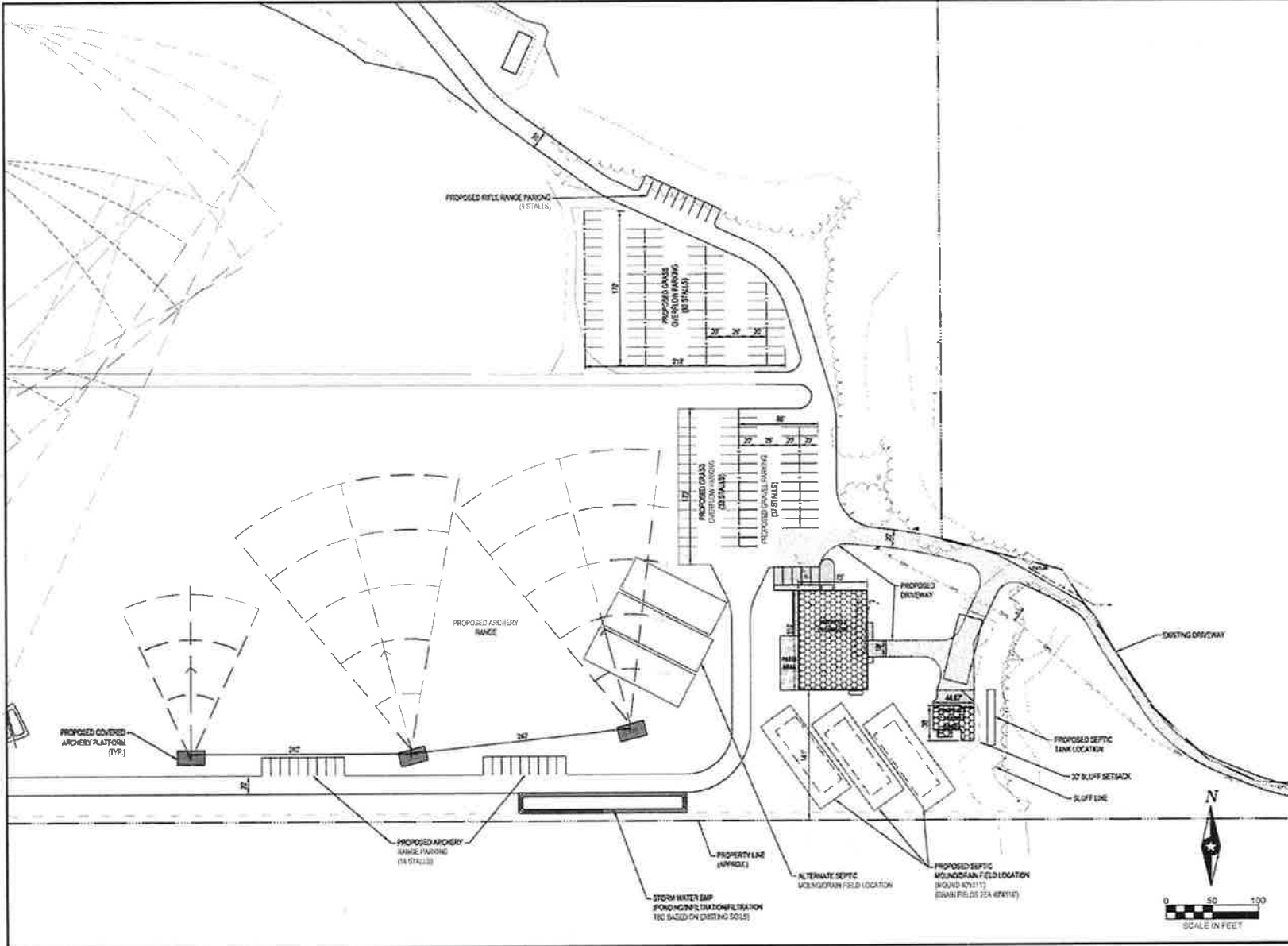
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DRAWN BY	ALP
DESIGNED BY	ALP
CHECKED BY	ALP
ORIGINAL SCALE	AS SHOWN
CLIENT PROJECT NO.	

151P

## **PROPOSED SITE PLAN**

151P

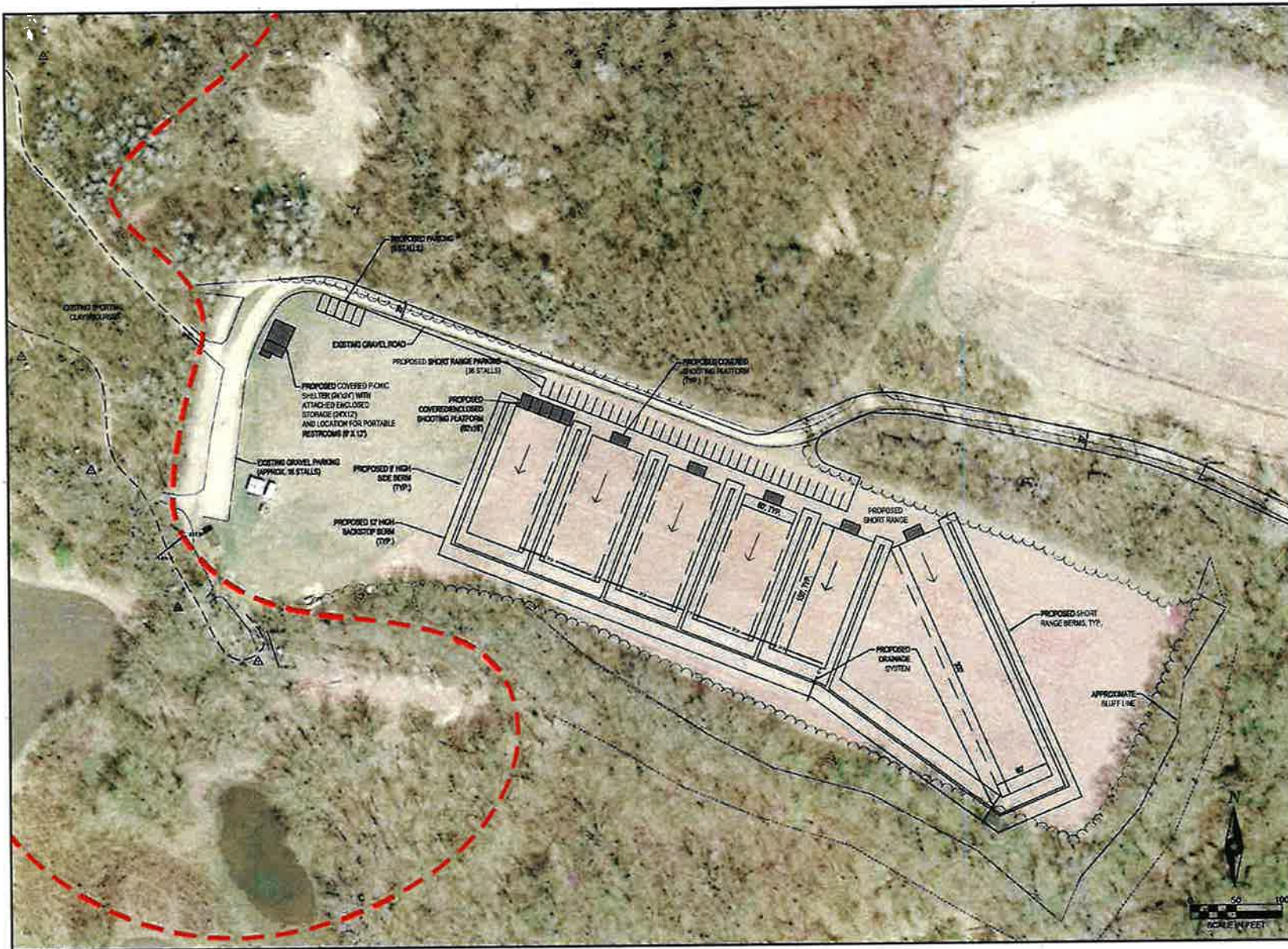
**2a**











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DATE: 10/1/2023  
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PROJECT: RIVER RIDGE GUN AND ARCHERY CLUB

COURTLAND TWP. MINNESOTA

DATE	DESCRIPTION	BY
10/1/2023	PROPOSED SITE PLAN	LM
10/1/2023	PROPOSED SITE PLAN	LM

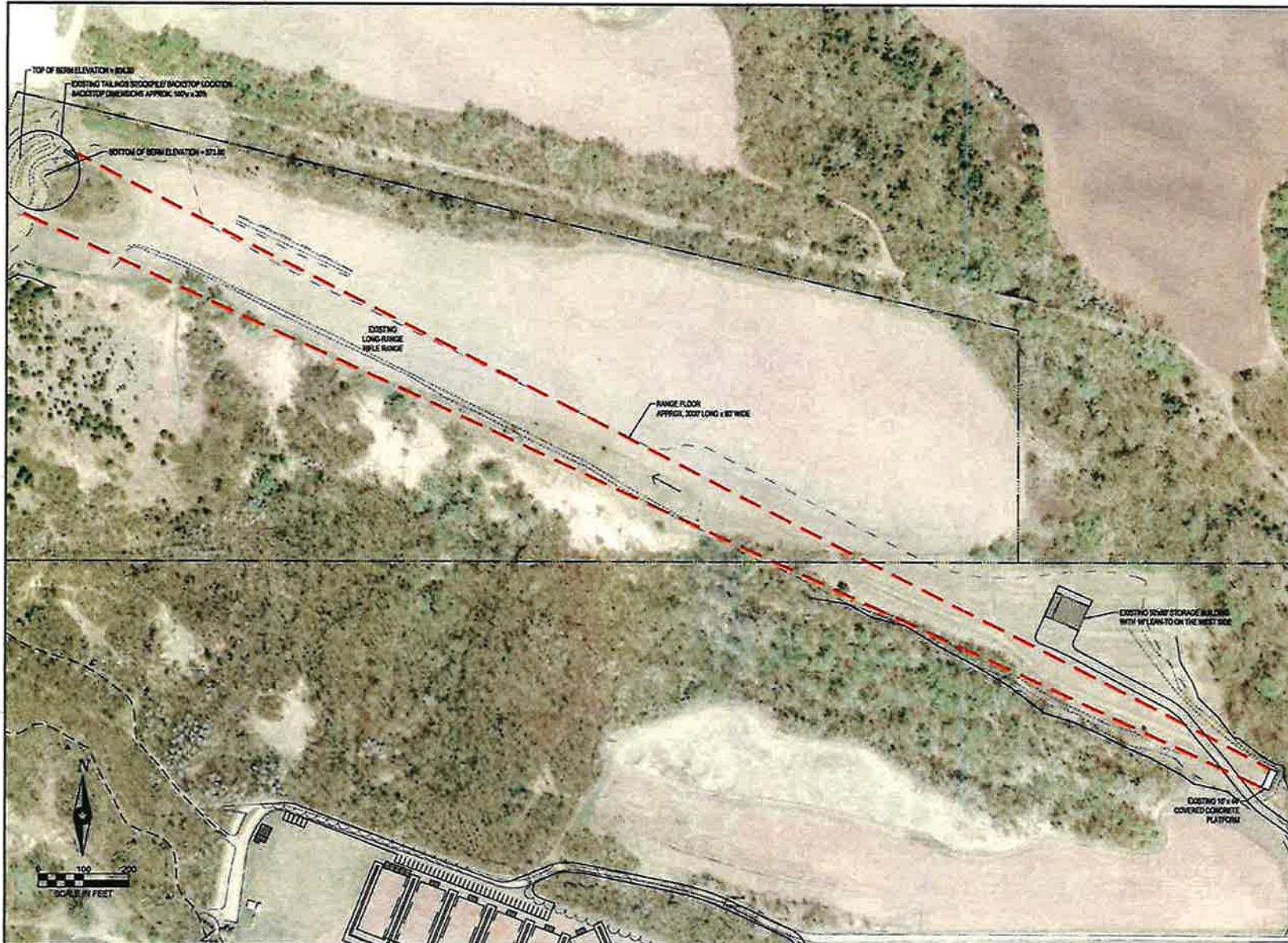
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 FILE NAME: 2023.10.01  
 DRAWN BY: LM  
 DESIGNED BY: LM  
 CHECKED BY: LM  
 ORIGINAL ISSUE DATE: 10/1/2023  
 CLIENT PROJECT NO:

PROPOSED SITE PLAN

SHEET 4

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PROJECT:  
**RIVER RIDGE GUN AND ARCHERY CLUB**

COURTLAND TWP. MINNESOTA

DATE	DESCRIPTION	BY
10/02/2018	CLIP REVIEW	KJR
10/02/2018	CLIP REVIEW	KJR

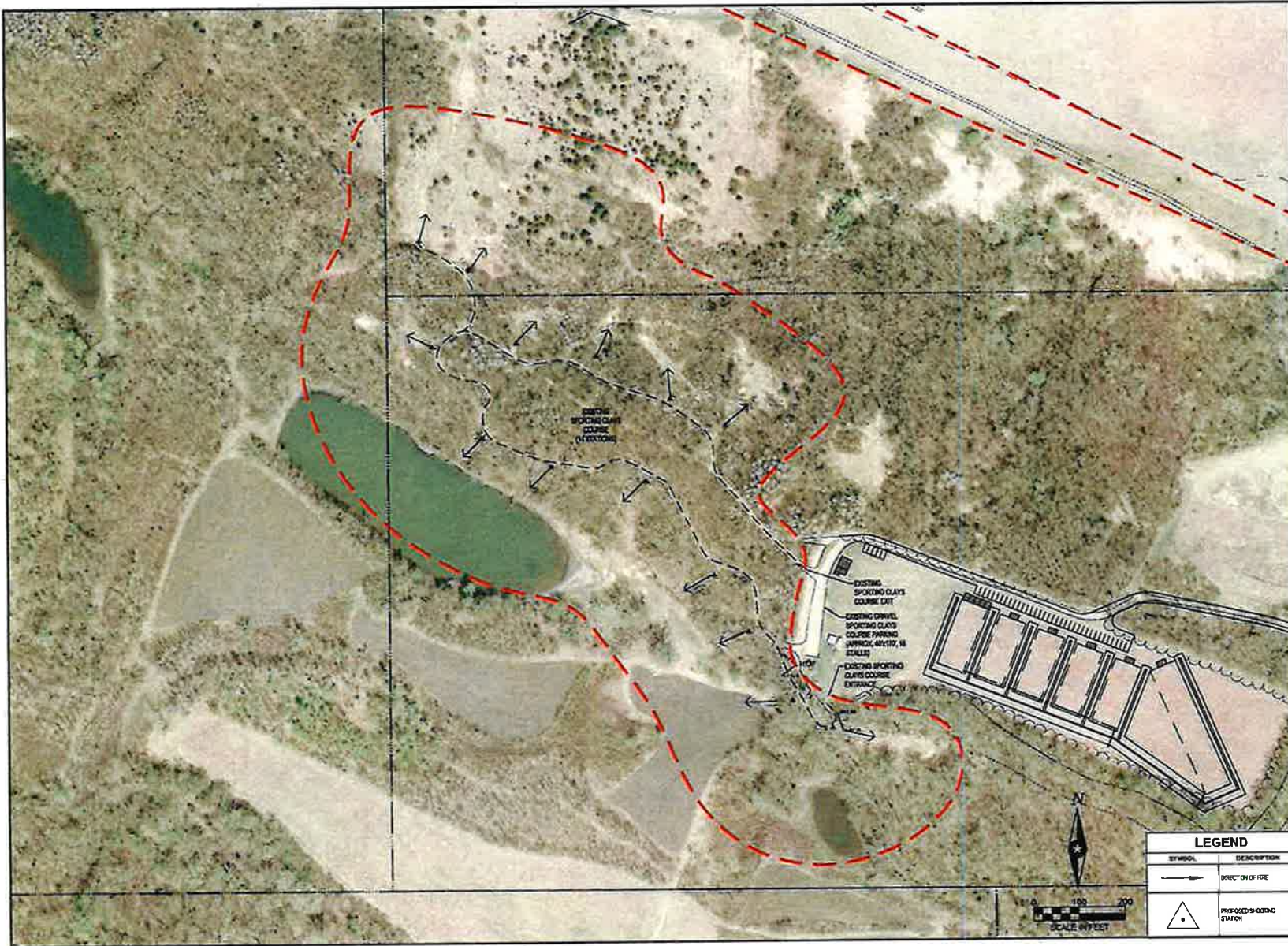
PROJECT NO.	20-23188
TITLE NAME	2018.10
DESIGNED BY	LMH/KJR
DESIGNED BY	KJR
ORIGINAL TITLE DATE	10/10/2018
CLIENT PROJECT NO.	

TITLE:  
**PROPOSED SITE PLAN**

SHEET:  
**5**

PRELIMINARY NOT FOR CONSTRUCTION PRELIMINARY NOT FOR CONSTRUCTION





I HEREBY CERTIFY THAT THIS PLANS SPECIFICATION OR 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: 10-10-10

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PROJECT:

# **RIVER RIDGE GUN AND ARCHERY CLUB**

COURTLAND TWP. MINNESOTA

NO OTHER SCHEDULES

DATE	DESCRIPTION	BY
10-10-10	KLARKE/CAL	KLARKE
10-10-10	KLARKE REVIEW	KLARKE

PROJECT NO: 20-23899  
 FILE NAME: 2010.10.10  
 DRAWING NO: 001  
 DESIGNED BY: KLARKE  
 REVIEWED BY: KLARKE  
 ORIGINAL ISSUE DATE: 10-10-10  
 CLIENT PROJECT NO:

TITLE

## **PROPOSED SITE PLAN**

LEGEND	
SYMBOL	DESCRIPTION
	DIRECT ON OF FIRE
	PROPOSED SHOOTING STATION

SHEET  
**6**

PRELIMINARY NOT FOR CONSTRUCTION PRELIMINARY NOT FOR CONSTRUCTION





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DATE: 10/1/2010  
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PROJECT: RIVER RIDGE GUN AND ARCHERY CLUB

COURTLAND TWP. MINNESOTA

DATE	DESCRIPTION	BY
10/1/2010	CLIP REVIEW	KJM
11/1/2010	CLIP REVIEW	KJM

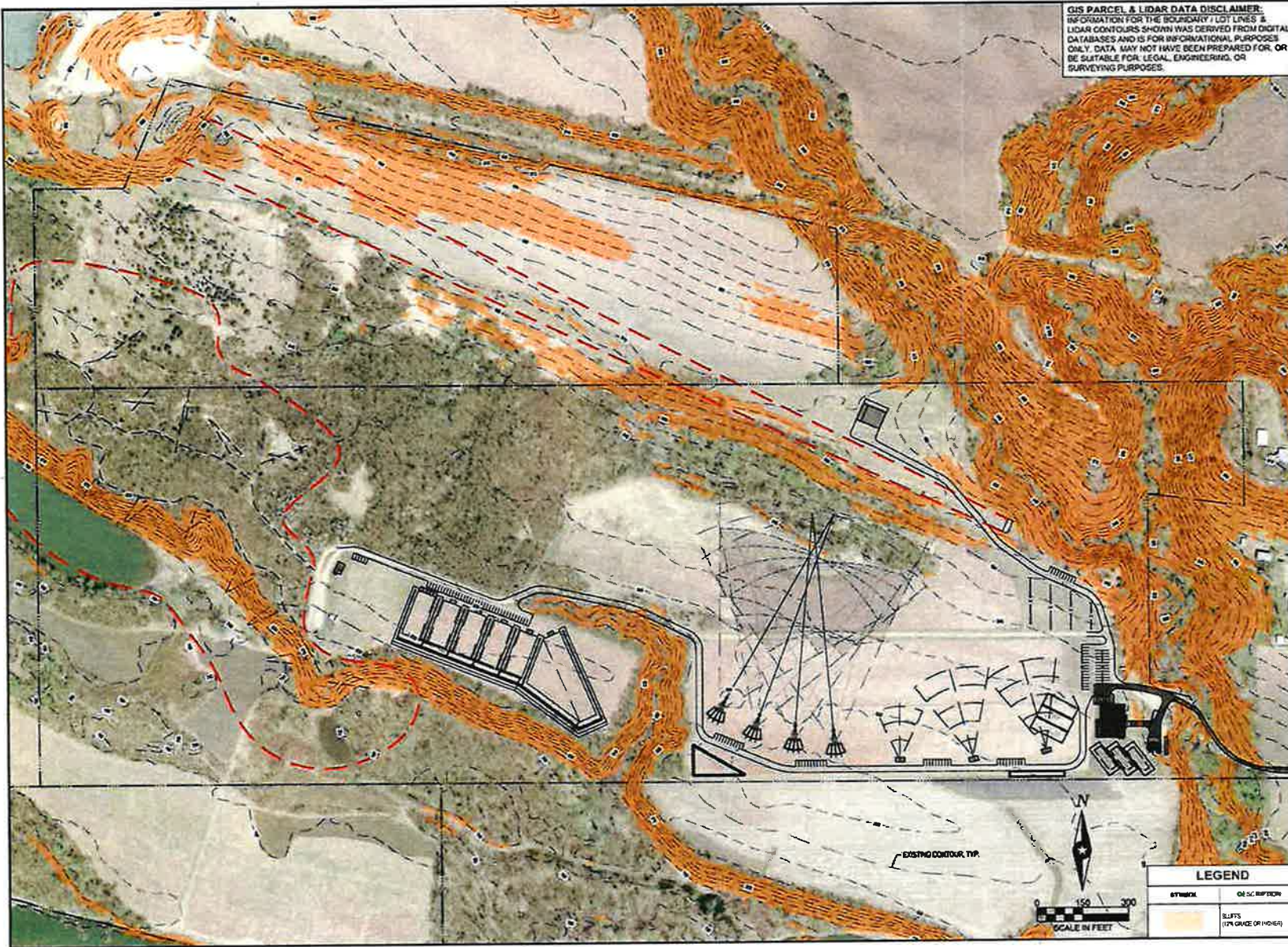
PROJECT NO: 20-23010  
 FILE NAME: 2004'S.W.  
 DRAWN BY: KJM  
 CHECKED BY: KJM  
 REVIEWED BY: KJM  
 ORIGINAL ISSUE DATE: 10/1/2010  
 CLIENT PROJECT NO:

PROPOSED SITE PLAN

SHEET 7

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**GIS PARCEL & LIDAR DATA DISCLAIMER:**  
 INFORMATION FOR THE BOUNDARY / LOT LINES &  
 LIDAR CONTOURS SHOWN WAS DERIVED FROM DIGITAL  
 DATABASES AND IS FOR INFORMATIONAL PURPOSES  
 ONLY. DATA MAY NOT HAVE BEEN PREPARED FOR OR  
 BE SUITABLE FOR LEGAL, ENGINEERING, OR  
 SURVEYING PURPOSES.



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DATE: \_\_\_\_\_ LIC. NO. \_\_\_\_\_  
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**RIVER RIDGE GUN  
 AND ARCHERY  
 CLUB**

COURTLAND TWP. MINNESOTA

REVISIONS REQUIRED IS:  
 DATE: \_\_\_\_\_ DESCRIPTION: \_\_\_\_\_ BY: \_\_\_\_\_  
 REVISION: \_\_\_\_\_ REVIEW: \_\_\_\_\_ DATE: \_\_\_\_\_

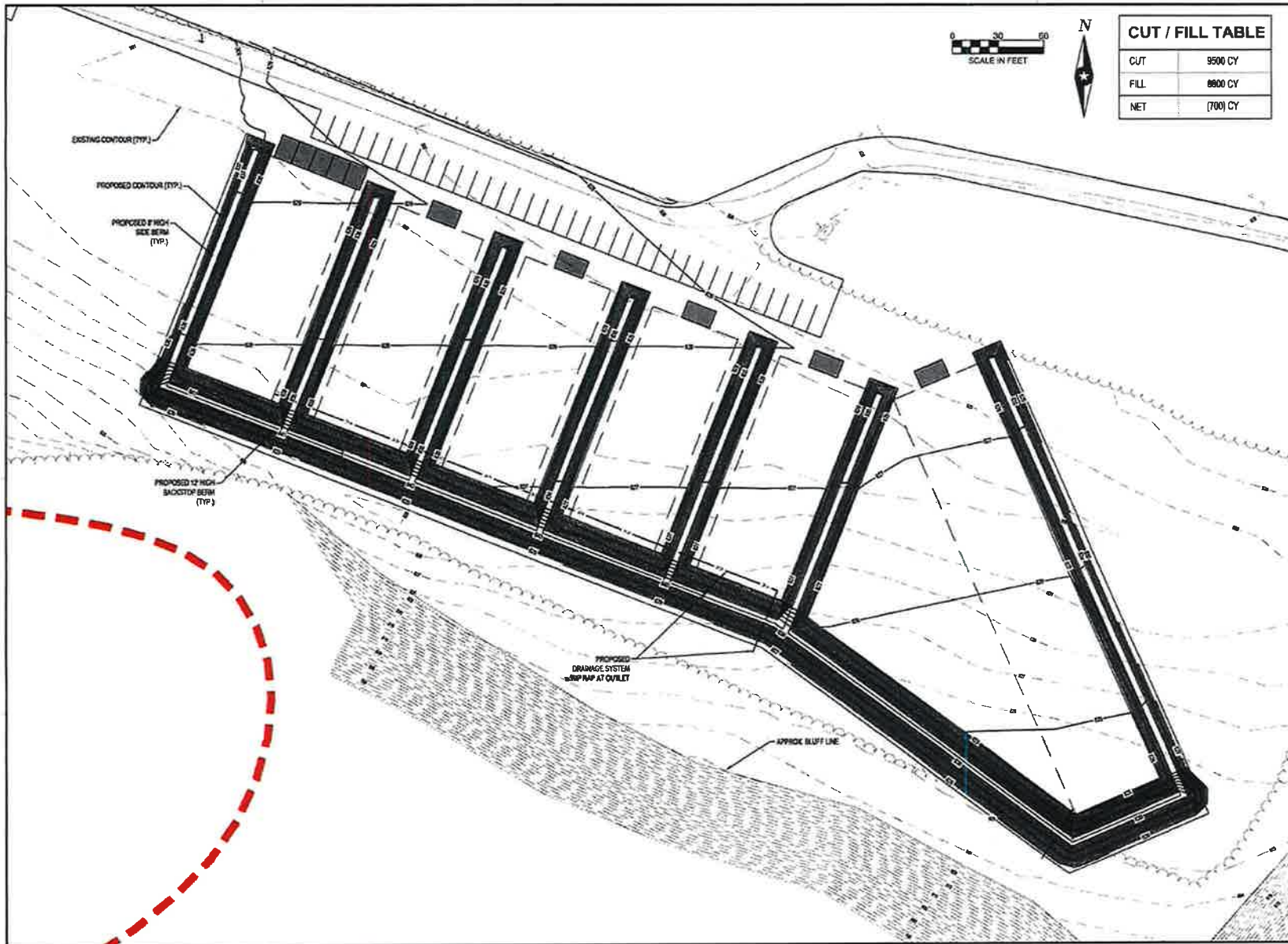
PROJECT NO. 20-2348  
 FILE NAME: 2020 OVERALL GRADING PLAN  
 DRAWING BY: [Name]  
 CHECKED BY: [Name]  
 REVISIONS BY: [Name]  
 ORIGINAL FILE DATE: [Date]  
 CLIENT PROJECT NO. [Number]

**OVERALL  
 EXISTING  
 GRADING PLAN**

Sheet  
**8**

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0 30 60  
SCALE IN FEET



### CUT / FILL TABLE

CUT	9500 CY
FILL	8800 CY
NET	(700) CY



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DATE: 1/11/10

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PROJECT:

### RIVER RIDGE GUN AND ARCHERY CLUB

COURTLAND TWP. MINNESOTA

DATE	DESCRIPTION
1/11/10	1/11/10
1/11/10	1/11/10

PROJECT NO.	20-23588
FILE NAME	20-23588
DRAWN BY	1/11/10
DESIGNED BY	1/11/10
REVISED BY	1/11/10
ORIGINAL FILE DATE	1/11/10
CLIENT PROJECT NO.	

### SITE GRADING PLAN

SHEET 9

PRELIMINARY NOT FOR CONSTRUCTION



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](mailto: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.



- ✓ **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](mailto: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](mailto: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](mailto: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 ESP 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](mailto: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](mailto:cmichaletz@gmail.com)  
River Ridge Gun and Archery Club, LLC; 150 T. Andrews Ct., Mankato MN 56001

May 11, 2020

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**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.



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](http://www.mt2.com)

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## Project Contract

Date:	5/11/20	Client	River Ridge Gun and Archery Club, LLC		
Job Number	TBD	Contact	Christine Michaelitz; cmichaelitz@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 86th 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			
<b>CONTRACT TERMS</b>					
<b>Description of the Work</b> Perform Develop Site Specific Environmental Stewardship Plan as outlined in Attachment A MT2 Proposal dated 5/11/2020					
<b>Drawings and Specifications</b> None					
<b>Time of Performance</b> Starting at a mutually agreeable date within 1 week of contract award					
<b>Price</b> \$6,000 to be paid as follows: <ul style="list-style-type: none"><li>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.</li></ul>					
<b>Terms of Payment:</b> 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.					
<b>Address for Correspondence/Notices</b> See above					
<b>Attachments (as checked)</b> <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	



### 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 551<sup>st</sup> 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





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PROJECT

# RIVER RIDGE GUN AND ARCHERY CLUB

COURTLAND MANEQUOTA

DATE	REVISION	DESCRIPTION	BY

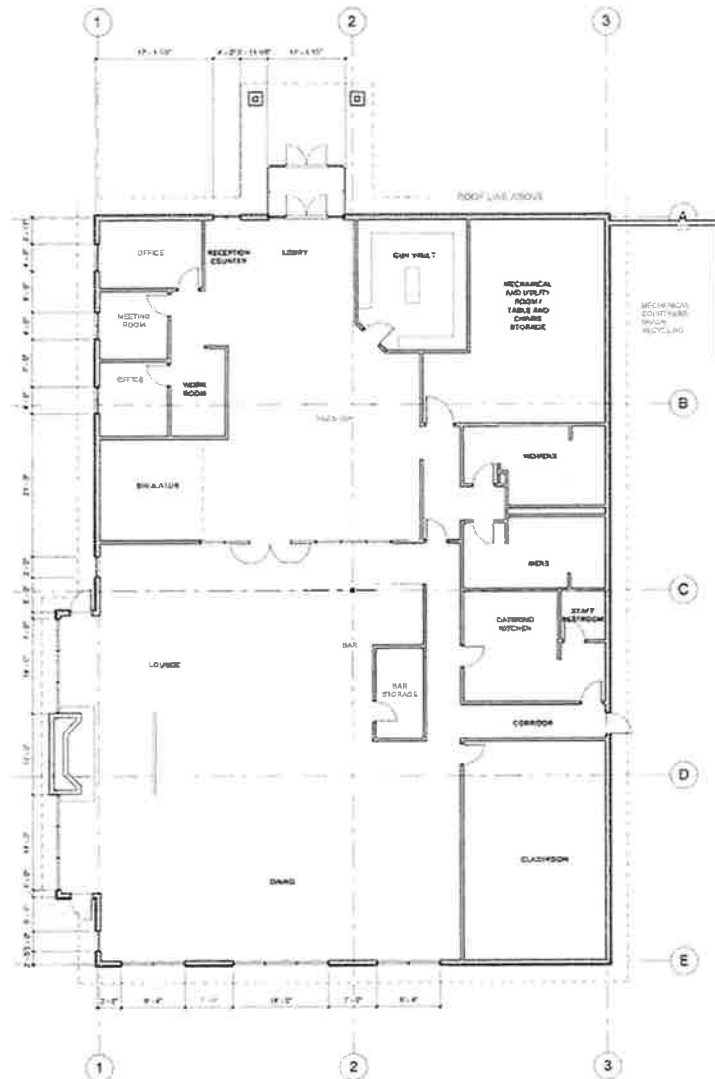
PROJECT NO.	20-2366A
FILE NAME	
DESIGNED BY	WAL, CHL
CHECKED BY	
REVIEWED BY	
ORIGINAL DATE	DATE
CUSTOM PROJECT NO.	

TYPE

## FLOOR PLAN

DATE

A1-21

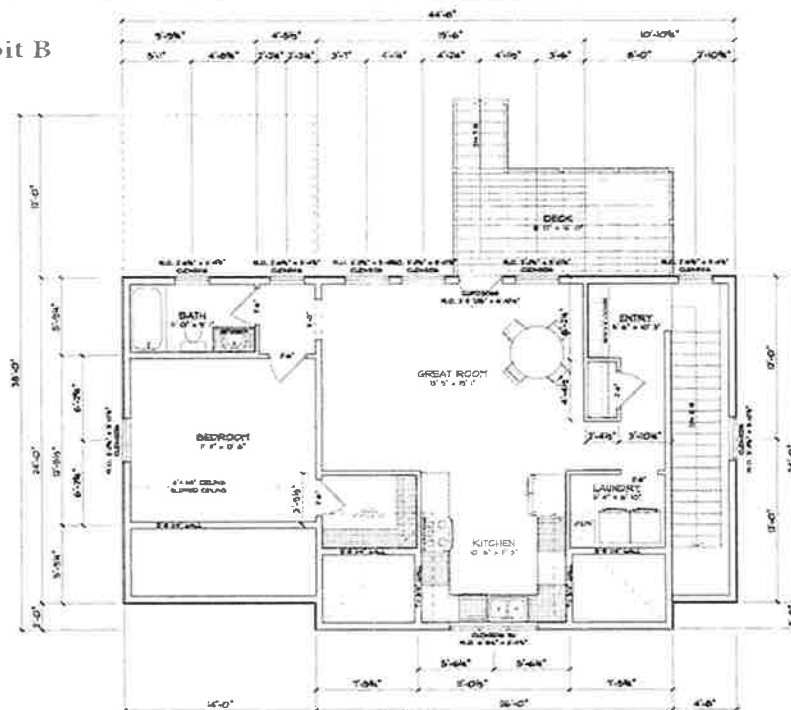


1 FLOOR PLAN  
1/8" = 1'-0"



ARCHITECT

PRELIMINARY NOT FOR CONSTRUCTION PRELIMINARY NOT FOR CONSTRUCTION



UPPER FLOOR PLAN  
SCALE: 1/4" = 1'-0"  
3'-1 1/2" PLATE HEIGHT  
#54.0 sq. ft. (FIN 6HED)



Lloyd Lumber Co.

840 Commerce Drive North Mansura, MI 48003  
Phone: (800) 675-4100 Fax: (800) 675-4504



Quasi-judicial and within the given that two things are  
members of these press and inspection. One is the fact  
of an "in" constitution due agreement, and another is  
the small commercial process. are interests of the  
system that holding onto corporations and further  
concerns. **LOYD JEFFERS** attempts to respond.  
In the end of these things, the only thing, I'm believe  
natural things that are my situation, or process or  
order is the thing to do. Lloyd Jeffers  
expresses my attitude that a most beautiful effort, or  
beautiful part of the day of most coordination.

PROJECT INFO  
RIVER RIDGE  
GARAGE/APT.

## NEW CONSTRUCTION

## GENERAL PLAN NOTES

STANDARD BIDDING AND DESIGN AT RISK AND OPERATIONS TO THE COMPLETION OF THE PROJECT. BIDDERS SHALL BE RESPONSIBLE FOR THE DESIGN OF THE PROJECT AND SHALL BE RESPONSIBLE FOR THE DESIGN OF THE PROJECT AND SHALL BE RESPONSIBLE FOR THE DESIGN OF THE PROJECT.

• **Содержание:** 1. Введение. 2. Описание системы. 3. Требования к системе. 4. Анализ требований. 5. Проектирование системы. 6. Реализация системы. 7. Тестирование системы. 8. Внедрение системы. 9. Заключение.

DRAWN BY: BKB  
Monday, February 10, 2020  
UNCLASSIFIED//FOR OFFICIAL USE ONLY

NO.	DATE
1	01/04/2020
2	
3	
4	
5	
6	
7	
8	

SHEET NO.

1

Joe Fitzmaurice  
Portland, ME  
Spring 2020  
Holeman Construction, Inc.





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  
ISG PROJECT NO: 20-23888

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,

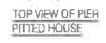
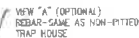
A handwritten signature in black ink, appearing to read "Bryan Paulsen", written over a horizontal line.

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



☐ DIMENSIONS IN RECTANGLES MUST BE MAINTAINED PER AIA PADS

NAME	JOHN	DOB	MC CAMPING SUPPLIES INC	POWERED	SHAG
MODEL	4000	TYPE	FLUOR		GRD US



## TRAP HOUSE

DATE	BY	REVISION	ORIGIN
10/10/01	W. D. DEMPSEY		WDD

**Shop Accessories (<https://www.ftknox.com/shop/>)**    **Download Catalog**

**Login (<https://www.ftknex.com/my-account/>)**

 **Cart**

(<https://www.ftknox.com/cart/>).

# FORT MON

(<https://www.ftknox.com/>)

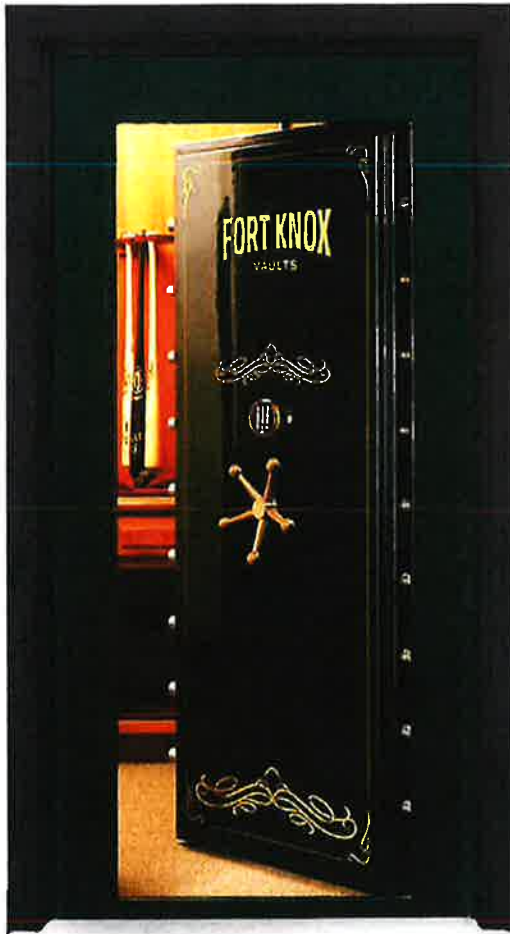
## VAULTS

**PISTOL BOXES**  
**([HTTPS://WWW.FTKNOX.COM/PRODUCT-CATEGORY/PISTOL-BOXES/](https://www.ftknox.com/product-category/pistol-boxes/))**

## ACCESSORIES

## FORT KNOX DIFFERENCE

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([HTTPS://WWW.FTKNO.COM/A-DEALER/](https://www.ftkno.com/a-dealer/))



# 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.

**BUILD & PRICE (<https://www.ftknox.com/vault-builder/?vault=vault-door-1-swing&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**

Nicollet County Board of Commissioners  
Board Meeting Agenda Item



<b>Agenda Item:</b> Consider MnDOT Detour Agreement 1044658	
Primary Originating Division/Dept.: Public Works-Highway  Contact: Seth Greenwood, P.E. Title: PWD/Co. Eng.  Amount of Time Requested 10 minutes  Presenter: Seth Greenwood, P.E. Title: PWD/Co. Eng.	Meeting Date: 08/25/2020  Item Type: Regular Agenda <small>(Select One)</small>  Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No
County Strategy: Facilities and Space - preserve, maintain and build our assets <small>(Select One)</small>	
<b>BACKGROUND/JUSTIFICATION:</b>  MnDOT is planning a pavement and culvert rehabilitation project on TH 99 from the City of Nicollet to TH 169 in 2021. This project will require the use of a detour and will utilize portions of CR 5 and 40. Attached is a detour agreement for the use of CR 5 and 40 and will reimburse the county for the anticipated pavement life consumed during the duration of the detour.	
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	
<b>ACTION REQUESTED:</b> Approve MnDOT detour agreement #1044658 and resolution.	
<b>FISCAL IMPACT:</b> Other <small>(Select One)</small>  If "Other", specify	<b>FUNDING</b> County Dollars =  Grant <small>(Select One)</small>
<b>FTE IMPACT:</b> No FTE change <small>(Select One)</small> If "Increase or "Decrease" specify:  Related Financial/FTE Comments:  County is anticipated to receive approximately \$15,641.11.	<b>Total</b>

**STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION  
And  
NICOLLET COUNTY  
DETOUR AGREEMENT  
For Trunk Highway No. 99 Detour**

State Project Number (S.P.):	<u>5206-31</u>	Original Amount Encumbered
Trunk Highway Number (T.H.):	<u>99=007</u>	<u>\$15,641.11</u>
Federal Project Number:	<u>STPF 5221(019)</u>	

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

**Recitals**

1. The State is about to perform grading, bituminous mill and overlay, ADA improvements, lighting and Bridge No. 52X08 construction upon, along, and adjacent to Trunk Highway No. 99 from County State Aid Highway (C.S.A.H.) No. 42 to South Junction Trunk Highway (T.H.) 99 under State Project No. 5206-31 (T.H. 99=007); and
2. The State requires a detour to carry T.H. 99 traffic on C.S.A.H. No. 5 and C.S.A.H. No. 40 during the construction; and
3. The State is willing to reimburse the County for the road life consumed by the detour as hereinafter set forth; and
4. Minnesota Statutes § 471.59, subdivision 10, § 161.25, and § 161.20, subdivision 2(b), authorize the parties to enter into this Agreement.

**Agreement**

**1. Term of Agreement**

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

**2. Agreement Between the Parties**

**2.1. Detour.**

- A. Location.** The State will establish the T.H. 99 detour route on the following County roads as detailed in the project plans or Special Provisions:

Stage 1 – C.S.A.H. No. 5 and C.S.A.H. No. 40 for a total distance of 10.4 miles.

Stage 2 – C.S.A.H. No. 5 for a total distance of 2.1 miles.

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

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

- C. **Axle Loads and Over-Dimension Loads.** The County will permit 10-ton axle loads on the detour route. Over-dimension loads will not be permitted except in cases of extreme emergency.
- D. **Traffic Control Devices.** The State may install, maintain, and remove any traffic control devices it considers necessary to properly control the detoured traffic. The State may paint roadway markings, such as the centerline, edge lines, and necessary messages.
- E. **Detour Maintenance.** The State will perform any necessary bituminous patching and ordinary maintenance on the roadway or shoulder of the County roads used for the detour, at no cost or expense to the County. Bituminous patching is defined as any work, including continuous full width overlays, less than 100 feet in length. All State expenditures beyond those required for bituminous patching and ordinary maintenance will be credited against the road life consumed reimbursement due the County.
- F. **Duration.** The State will provide the County with advance notice identifying the dates the State intends to place and remove the detour signing.

2.2. **Basis of State Cost (Road Life Consumed).** The State will reimburse the County for the road life consumed by the detour using the following methods, as set forth in the Detour Management Study Final Report dated January 1991, and updated by MnDOT's Policy on Cost Participation for Cooperative Construction Projects and Maintenance Responsibilities between MnDOT and Local Units of Government.

- A. The "Gas Tax Method" formula, multiplies the Combined Tax Factor per mile times the Average Daily Traffic ("ADT") count of vehicles diverted from the Trunk Highway times the county road length in miles times the duration of the detour in days to determine the State's cost for the road life consumed by the detour. If an ADT changes, the parties will amend the Agreement.
- B. The County may, at its option, perform an "Equivalent Overlay Method" analysis. A State-approved firm, at no cost or expense to the State, must perform the testing and analysis. The County will keep records and accounts to verify any claim it might bring against the State for additional costs using the "Equivalent Overlay Method".

### 3. Payment

3.1. **For Road Life Consumed.** \$15,641.11 is the State's estimated cost for the road life consumed by the detour based on the data below:

<u>Stage</u>	<u>Route</u>	<u>Tax Factor</u>	<u>ADT</u>	<u>Road Length (Miles)</u>	<u>Duration (Days)</u>	<u>Cost</u>
Stage 1	C.S.A.H. 5	0.00513	2750	9.4	104	\$13,791.49
Stage 1	C.S.A.H. 40	0.00513	2750	1.0	104	\$1,467.18
Stage 2	C.S.A.H. 5	0.00513	3550	2.1	10	\$382.44

Road Life Consumed Amount: \$15,641.11

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



**3.2. Maximum Obligation.** \$30,000.00 is the maximum obligation of the State under this Agreement and must not be exceeded unless the maximum obligation is increased by execution of an amendment to this Agreement.

**3.3. Conditions of Payment.** The State will pay the County the State's total road life consumed payment amount after performing the following conditions.

- A. Execution of this Agreement and the County's receipt of the executed Agreement.
- B. State's encumbrance of the State's total payment amount.
- C. State's removal of all detour signs.
- D. State notifies the County of the removal of the detour signs, and the number of days the detour was in effect.
- E. State's receipt of a written request from the County for payment.

#### **4. Release of Road Restoration Obligations**

By accepting the State's road life consumed payment plan and total payment amount, the County releases the State of its obligation, under Minnesota Statutes § 161.25, to restore the county roads used as a T.H. 99 detour to as good of condition as they were before designation as temporary trunk highways.

#### **5. Authorized Representatives**

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

**5.1.** The State's Authorized Representative will be:

Name, Title: Susan Museus, Contract Administrator (or successor)  
Address: 2151 Bassett Drive, Mankato, MN 56001  
Telephone: 507-304-6202  
E-Mail:

**5.2.** The County's Authorized Representative will be:

Name, Title: Seth Greenwood, County Public Works Director (or successor)  
Address: 1700 Sunrise Drive, St Peter, MN 56082  
Telephone: 507-931-1760  
E-Mail: sgreenwood@co.nicollet.mn.us

#### **6. Assignment; Amendments; Waiver; Contract Complete**

**6.1. Assignment.** No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.

**6.2. Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.

**6.3. Waiver.** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.

**6.4. Contract Complete.** This Agreement contains all prior negotiations and agreements between the State and the County. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

## **7. Liability**

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

## **8. State Audits**

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

## **9. Government Data Practices**

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

## **10. Governing Law; Jurisdiction; Venue**

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

## **11. Termination; Suspension**

**11.1. By Mutual Agreement.** This Agreement may be terminated by mutual agreement of the parties or by the State for insufficient funding as described below.

**11.2. Termination for Insufficient Funding.** The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the County. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the County will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if this Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds.

**11.3. Suspension.** In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities, performance, and payments authorized through this Agreement. Any work performed during a period of suspension will be considered unauthorized work and will be undertaken at the risk of non-payment.

## **12. Force Majeure**

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

**STATE ENCUMBRANCE VERIFICATION**

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

Signed: \_\_\_\_\_

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

SWIFT Purchase Order: 300551037

**NICOLLET COUNTY**

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions, or ordinances.

By: \_\_\_\_\_

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

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

By: \_\_\_\_\_

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

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

**DEPARTMENT OF TRANSPORTATION**

Approved:

By: \_\_\_\_\_  
(District Engineer)

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

**COMMISSIONER OF ADMINISTRATION**

By: \_\_\_\_\_  
(With Delegated Authority)

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

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

PRINTED/REVISED: 9 JUN 2020

PILOT NAME: 45206-31.DWG  
PATH & FILENAME: Project\DOT\_Minnesota\5206-31\Drawings\Sheet\45206-31.dwg

# MINNESOTA DEPARTMENT OF TRANSPORTATION

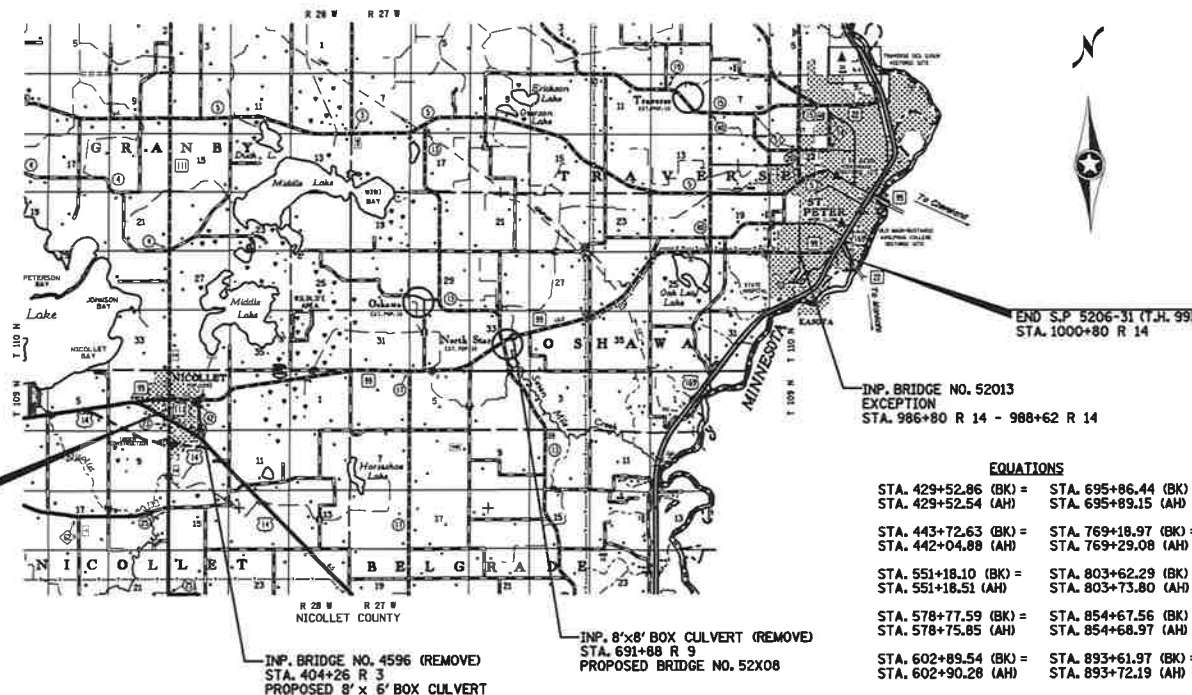
CONSTRUCTION PLAN FOR GRADING, BITUMINOUS MILL AND OVERLAY, ADA IMPROVEMENTS, LIGHTING

AND BRIDGE NO. 52X08

LOCATED ON T.H. 99 FROM C.S.A.H. 42 TO S. JCT. T.H. 169

STATE PROJ. NO. 5206-31 (T.H. 99)

GROSS LENGTH 60294.15 FEET 11.419 MILES  
BRIDGES-LENGTH 128.00 FEET 0.024 MILES  
EXCEPTIONS-LENGTH 182.00 FEET 0.035 MILES  
NET LENGTH 60112.15 FEET 11.385 MILES  
REF. POINT 000+00.884 TO REF. POINT 012+00.315



BEG. S.P. 5206-31 (T.H. 99)  
STA. 399+17 R 3

PTT DATA  
NO PITS RECOMMENDED

SCALES

PLAN 1"=50'  
PROFILE 1"=10' VERT.  
INDEX MAP 1"=5280'  
GENERAL LAYOUT 1"=500'

## DESIGN DESIGNATION

Design ESALS

ADT (Current Year) 2018

ADT (Future Year) 2041

DHV (Design Hr. Vol.)

D (Directional Distr.)

T (Heavy Commercial)

2750 Design Speed 60 MPH  
3620 Based on STOPPING Sight Distance  
Height of eye 3.5' Height of object 2.0'  
Design Speed not achieved at:  
STA. TO STA. MPH  
STA. TO STA. MPH

90% PLAN - FOR REVIEW ONLY

FOR PLANS AND UTILITIES SYMBOLS SEE TECHNICAL MANUAL

STATE PROJ. NO. 5206-31 CHARGE IDENTIFIER

PROJECT LOCATION  
COUNTY: NICOLLET  
DISTRICT: 7 MANKATO

FED. PROJ. NO. STPF 5221(019)

## GOVERNING SPECIFICATIONS

THE 2008 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION  
"STANDARD SPECIFICATIONS FOR CONSTRUCTION" SHALL GOVERN.

## INDEX

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2 - 5	GENERAL LAYOUT
6 - 7	STATEMENT OF ESTIMATED QUANTITIES
8	CONST. NOTES & STANDARD PLATE INDEX
9 - 18	TABULATIONS
19 - 22	TYPICAL SECTIONS
23 - 46	MISCELLANEOUS DETAILS
47 - 74	STANDARD PLANS
75	ALIGNMENT TABULATIONS
76 - 83	INPLACE TOPOGRAPHY AND UTILITIES
84 - 91	CONSTRUCTION PLAN
92 - 93	PROFILES
94 - 95	ADA DETAILS
96 - 97	SWPPP
98 - 105	EROSION CONTROL & TURF ESTAB.
B1 - B14	BOX CULVERTS
L1 - L4	LIGHTING
T1 - T20	SIGNING
PM1 - PM4	STRIPING
TC1 - TC17	TRAFFIC CONTROL
X1 - X21	CROSS SECTIONS

THIS PLAN CONTAINS 185 SHEETS

I HEREBY CERTIFY THAT THIS PLAN 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.

PRINT NAME: RICHARD K. PURRIER

LICENSE # 0244

DATE:

SIGNATURE:

DESIGN SQUAD E. MURZYK/P. THORSON/S. CRAY

RECOMMENDED FOR APPROVAL	DISTRICT TRANSPORTATION ENGINEER	20
RECOMMENDED FOR APPROVAL	DISTRICT MATERIALS' ENGINEER	20
RECOMMENDED FOR APPROVAL	DISTRICT WATER RESOURCES/HYDRAULICS ENGINEER	20
RECOMMENDED FOR APPROVAL	DISTRICT TRAFFIC ENGINEER	20
RECOMMENDED FOR APPROVAL	STATE PRE-LETTING ENGINEER	20
OFFICE OF LAND MANAGEMENT APPROVAL	DIRECTOR, LAND MANAGEMENT	20
APPROVED	STATE DESIGN ENGINEER	20

I HEREBY CERTIFY THAT THE FINAL FIELD REVISIONS, IF ANY, WERE 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.

PRINT NAME:

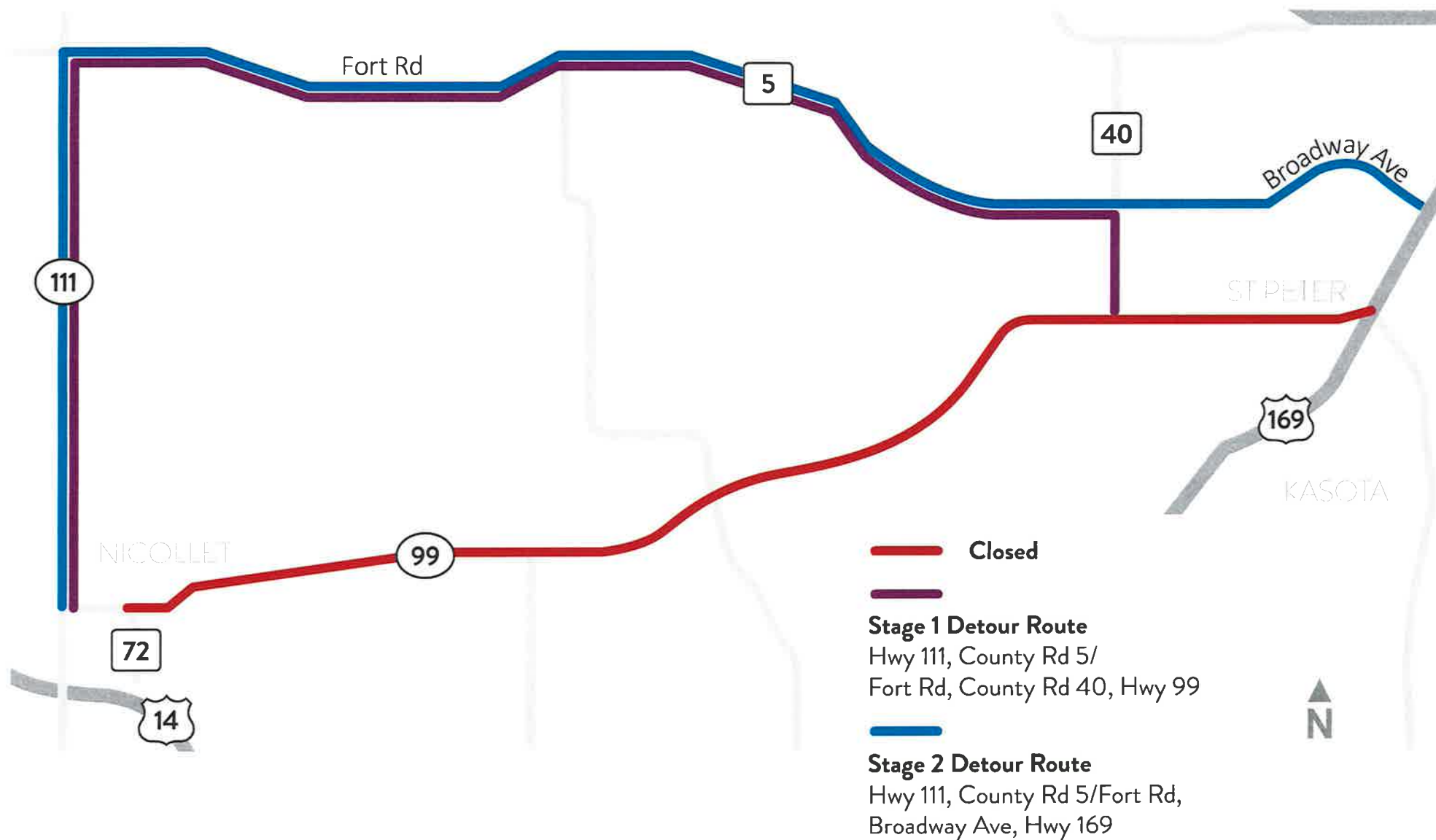
LICENSE #

DATE:

SIGNATURE:

STATE PROJ. NO. 5206-31 (TH 99=007) SHEET NO. 1 OF 105 SHEETS

## Hwy 99 Closure Stages 1 and 2 Detour Routes





## NICOLLET COUNTY

### RESOLUTION

IT IS RESOLVED that Nicollet County enter into MnDOT Agreement No. 1044658 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the State to the County for the use of County State Aid Highway No. 5 and County State Aid Highway No. 40 as a detour route during the construction to be performed upon, along, and adjacent to Trunk Highway No. 99 from County State Aid Highway No. 42 to South Junction Trunk Highway under State Project No. 5206-31 (T.H. 99=007).

IT IS FURTHER RESOLVED that the \_\_\_\_\_ **Board Chair**  
(Title)  
and the \_\_\_\_\_ **County Administrator**  
(Title)  
are authorized to execute the Agreement and any amendments to the Agreement.

### CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Board of Commissioners of Nicollet County at an authorized meeting held on the 25th day of August, 2020, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to me this _____ day of _____, 2020
Notary Public _____
My Commission Expires _____

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
**Ryan Krosch**  
(Type or Print Name)

\_\_\_\_\_  
**County Administrator**  
(Title)

Nicollet County Board of Commissioners  
Board Meeting Agenda Item



<b>Agenda Item:</b> Consider MnDOT Lighting Agreement 1044568	
Primary Originating Division/Dept.: Public Works-Highway  Contact: Seth Greenwood, P.E. Title: PWD/Co. Eng.  Amount of Time Requested 5 minutes  Presenter: Seth Greenwood, P.E. Title: PWD/Co. Eng.	Meeting Date: 08/25/2020  Item Type: Regular Agenda <small>(Select One)</small>  Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No
County Strategy: Facilities and Space - preserve, maintain and build our assets <small>(Select One)</small>	
<b>BACKGROUND/JUSTIFICATION:</b>  MnDOT is planning a pavement and culvert rehabilitation project on TH 99 in 2021 from the City of Nicollet to TH 169. Nicollet County on past trunk highway projects have supported the installation of intersection lighting at the intersections of paved county roads with the trunk highway. Intersection lighting has been shown to provide safety benefits. CR 13, 17, and 40 are paved and intersect with TH 99. The attached agreement would provide intersection lighting at CR 17 and 40. Intersection lighting has already been provided at CR 13 as part of a past truck highway project.  As part of this agreement MnDOT would be responsible for all costs associated with installation of the lighting system. Nicollet County would be responsible for all future maintenance and monthly electrical costs.	
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	
<b>ACTION REQUESTED:</b> Approve MnDOT agreement #1044568 and attached resolution.	
<b>FISCAL IMPACT:</b> Other <small>(Select One)</small>  If "Other", specify	<b>FUNDING</b> County Dollars =  Grant <small>(Select One)</small>
<b>FTE IMPACT:</b> No FTE change <small>(Select One)</small> If "Increase or "Decrease" specify:  Related Financial/FTE Comments:  Ongoing monthly power costs (\$15-20/light/month) and any maintenance needed for system.	<b>Total</b>

**STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION  
And  
NICOLLET COUNTY  
LIGHTING MAINTENANCE  
AGREEMENT**

State Project Number (S.P.):	<u>5206-31</u>
Trunk Highway Number (T.H.):	<u>99=007</u>
Lighting Feed Point Number:	<u>"A" and "B"</u>

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

**Recitals**

1. The State will install, in coordination with the County, new Trunk Highway Lighting Systems ("Lighting Systems") on Trunk Highway (T.H.) No. 99 at County State Aid Highway (C.S.A.H.) No. 17 and No. 40 according to State-prepared typical drawings, standard plates, specifications, and special provisions as State Project No. 5206-31, T.H. 99 ("Project"); and
2. The County will provide for the ownership, operation, and maintenance of, as well as electrical energy for the new Lighting Systems; and
3. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining, and improving the trunk highway system.

**Agreement**

**1. Term of Agreement; Survival of Terms; Plans; Incorporation of Exhibits**

- 1.1. **Effective Date.** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. **Expiration Date.** This Agreement will expire when all obligations have been satisfactorily fulfilled.
- 1.3. **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 4. Maintenance by the County; 7. Liability; Worker Compensation Claims; 9. State Audits; 10. Government Data Practices; 11. Governing Law; Jurisdiction; Venue; and 13. Force Majeure.
- 1.4. **Typical Drawings, Standard Plates, Specifications, and Special Provisions.** State prepared typical drawings, standard plates, specifications, and special provisions are on file in the office of the County's Engineer and incorporated into this Agreement by reference ("Project Plans").
- 1.5. **Exhibits.** Exhibit "A", showing the location of the new Lighting Systems, is attached and incorporated into this Agreement.

## 2. Construction by the State

- 2.1. Lighting Systems Construction.** The State, with its own resources and equipment or by contract, will install new Lighting Systems on T.H. 99 at C.S.A.H. 17 and 40 according to the Project Plans.
- 2.2. Direction, Supervision, and Inspection of Construction.** The State will direct and supervise all Lighting Systems construction activities including final light pole locations. All Lighting Systems construction will be performed according to the Project Plans.

## 3. State Furnished Materials

The State will furnish steel screw-in bases, 9-40 standard light poles, LED luminaires, electrical service cabinet, and all additional ancillary components for a new and complete Lighting Systems, according to the Project Plans, at no cost or expense to the County.

## 4. Maintenance by the County

Operation, maintenance, and electrical energy responsibilities will be as follows for the Lighting Systems on T.H. No. 99 at C.S.A.H. No. 17 and No. 40 shown in Exhibit "A".

- 4.1. Power.** The County will pay all monthly electrical service expenses necessary to operate the Lighting Systems.
- 4.2. Lighting Systems Maintenance.** The County will provide maintenance and ownership of the lighting facilities construction. Maintenance of electrical lighting systems includes everything within the systems, from the point of attachment to the power source or utility, to the last light on the feed point, including but not limited to re-lamping of lighting units or replacing of LED luminaires, repair or replacement of all damaged luminaire glassware, loose connections, luminaires when damaged or when ballasts fail, photoelectric control on luminaires, defective starter boards or drivers, damaged fuse holders, blown fuses, knocked down poles including wiring within the poles, damaged poles, pullboxes, underground wire, damaged foundations, equipment pad, installation of approved splices or replacement of wires, repair or extending of conduit, lighting cabinet maintenance including photoelectric cell, electrical distribution system, entering into the Gopher State One Call (GSOC) system and preforming locates, and painting of poles and other equipment.
- 4.3. Right-of-Way Access.** The State authorizes the County to enter upon State Right-of-Way to perform the maintenance activities described in this Agreement.
- 4.4. Utility Permit.** After completion of the Lighting Systems construction, the County will submit to the State's Utility Engineer an original permit application for the new County owned Lighting Systems constructed within the Trunk Highway Right-of-Way. Applications for permits will be made on State form "Application for Utility Permit on Trunk Highway Right-of-Way" (Form 2525).

## 5. Authorized Representatives

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

### 5.1. The State's Authorized Representative will be:

Name, Title: Susan Museus, Contract Administrator (or successor)  
Address: 2151 Bassett Drive, Mankato, MN 56065  
Telephone: 507-304-6202  
E-Mail: Susan.Museus@state.mn.us

**5.2. The County's Authorized Representative will be:**

Name, Title: Seth Greenwood, Nicollet County Public Works Director (or successor)  
Address: 1700 Sunrise Drive, St. Peter, MN 56082  
Telephone: 507-931-1760  
E-Mail: sgreenwood@co.nicollet.mn.us

**6. Assignment; Amendments; Waiver; Contract Complete**

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

**7. Liability; Worker Compensation Claims**

- 7.1.** Each party is responsible for its own acts, omissions, and the results thereof to the extent authorized by law and will not be responsible for the acts, omissions of others, and the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of the County.
- 7.2.** Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.

**8. Nondiscrimination**

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

**9. State Audits**

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

**10. Government Data Practices**

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



**11. Governing Law; Jurisdiction; Venue**

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

**12. Termination; Suspension**

**12.1. *By Mutual Agreement.*** This Agreement may be terminated by mutual agreement of the parties.

**12.2. *Suspension.*** In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities, and performance of work authorized through this Agreement.

**13. Force Majeure**

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

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

**NICOLLET COUNTY**

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions, or ordinances.

By: \_\_\_\_\_

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

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

By: \_\_\_\_\_

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

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

**DEPARTMENT OF TRANSPORTATION**

Recommended for Approval:

By: \_\_\_\_\_  
(District Traffic Engineer)

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

Approved:

By: \_\_\_\_\_  
(District Engineer)

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

**COMMISSIONER OF ADMINISTRATION**

By: \_\_\_\_\_  
(With Delegated Authority)

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

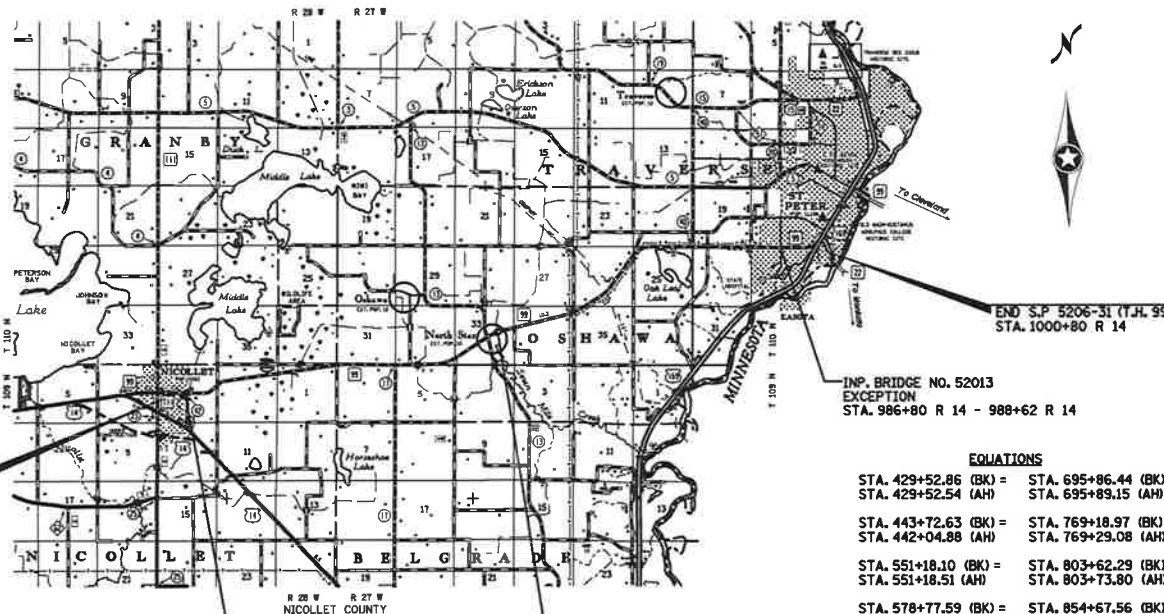
**INCLUDE COPY OF THE RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.**

# MINNESOTA DEPARTMENT OF TRANSPORTATION

CONSTRUCTION PLAN FOR GRADING, BITUMINOUS MILL AND OVERLAY, ADA IMPROVEMENTS, LIGHTING  
AND BRIDGE NO. 52X08

LOCATED ON T.H. 99 FROM C.S.A.H. 42 TO S. JCT. T.H. 169

STATE PROJ. NO. 5206-31 (T.H. 99)  
GROSS LENGTH 50294.15 FEET 11.419 MILES  
BRIDGES-LENGTH 128.00 FEET 0.024 MILES  
EXCEPTIONS-LENGTH 182.00 FEET 0.035 MILES  
NET LENGTH 60112.15 FEET 11.385 MILES  
REF. POINT 000+00.884 TO REF. POINT 012+00.315



FED. PROJ. NO. STPF 5221(019)

## GOVERNING SPECIFICATIONS

THE 2008 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION  
"STANDARD SPECIFICATIONS FOR CONSTRUCTION" SHALL GOVERN.

## INDEX

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2 - 5	GENERAL LAYOUT
6 - 7	STATEMENT OF ESTIMATED QUANTITIES
8	CONST. NOTES & STANDARD PLATE INDEX
9 - 18	TABULATIONS
19 - 22	TYPICAL SECTIONS
23 - 46	MISCELLANEOUS DETAILS
47 - 74	STANDARD PLANS
75	ALIGNMENT TABULATIONS
76 - 83	INPLACE TOPOGRAPHY AND UTILITIES
84 - 91	CONSTRUCTION PLAN
92 - 93	PROFILES
94 - 95	ADA DETAILS
96 - 97	SWPPP
98 - 105	EROSION CONTROL & TURF ESTAB.
B1 - B14	BOX CULVERTS
L1 - L4	LIGHTING
T1 - T20	SIGNING
PM1 - PM4	STRIPING
TC1 - TC17	TRAFFIC CONTROL
X1 - X21	CROSS SECTIONS

THIS PLAN CONTAINS 185 SHEETS

I HEREBY CERTIFY THAT THIS PLAN 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.

PRINT NAME: **RICHARD K. PURRER** LICENSE # **41244**

DATE: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

DESIGN SQUAD **E. MURZYNY/P. THORSON/S. CRAY**

RECOMMENDED FOR APPROVAL **DISTRICT TRANSPORTATION ENGINEER** 20

RECOMMENDED FOR APPROVAL **DISTRICT MATERIALS ENGINEER** 20

RECOMMENDED FOR APPROVAL **DISTRICT WATER RESOURCES/HYDRAULICS ENGINEER** 20

RECOMMENDED FOR APPROVAL **DISTRICT TRAFFIC ENGINEER** 20

RECOMMENDED FOR APPROVAL **STATE PRE-LETTING ENGINEER** 20

OFFICE OF LAND MANAGEMENT APPROVAL **DIRECTOR, LAND MANAGEMENT** 20

APPROVED **STATE DESIGN ENGINEER** 20

I HEREBY CERTIFY THAT THE FINAL FIELD REVISIONS, IF ANY, WERE 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.

PRINT NAME: \_\_\_\_\_ LICENSE # \_\_\_\_\_

DATE: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

90% PLAN - FOR REVIEW ONLY

FOR PLANS AND UTILITIES SYMBOLS SEE TECHNICAL MANUAL

STATE PROJ. NO. **5206-31** CHARGE IDENTIFIER

## DESIGN DESIGNATION

Design ESALS  
ADT (Current Year) 2018 = 2750  
ADT (Future Year) 2041 = 3620  
DHV (Design Hr. Vol.)  
D (Directional Distr.)  
T (Heavy Commercial)

Design Speed 60 MPH  
Based on STOPPING Sight Distance  
Height of eye 3.5' Height of object 2.0'  
Design Speed not achieved at:  
STA. \_\_\_\_\_ TO STA. \_\_\_\_\_ MPH  
STA. \_\_\_\_\_ TO STA. \_\_\_\_\_ MPH



PROJECT LOCATION  
COUNTY : NICOLLET  
DISTRICT : T MANKATO

STATE PROJ. NO. 5206-31 (TH 99=007) SHEET NO. 1 OF 105 SHEETS

LIGHTING MAINTENANCE AGREEMENT 1044568  
EXHIBIT A  
SHEET 1 OF 5

PLOTTED/REVISED: 9 JUN 2020

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PATH & FILENAME: \\proj\proj\5206\031\Design\Plan\520631\_1.dwg

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NO PITS RECOMMENDED

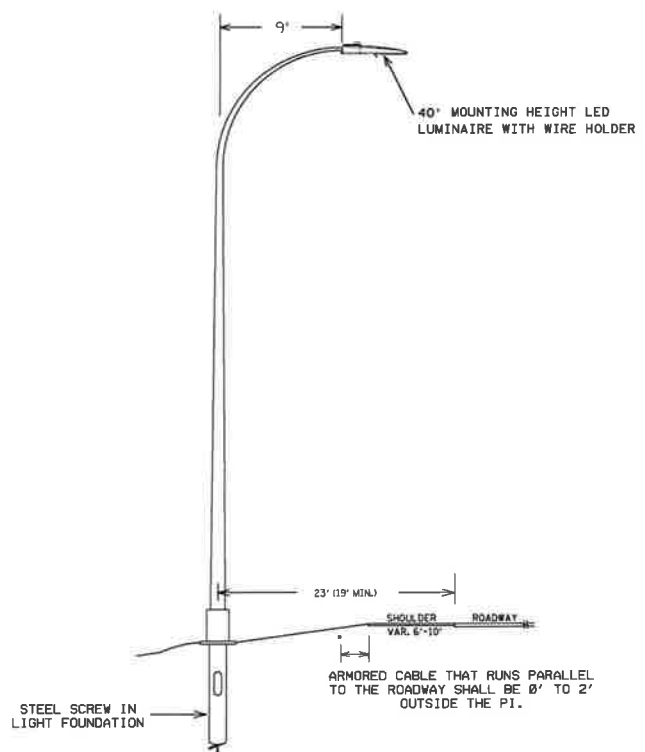
## SCALES

PLAN 1" = 50'  
PROFILE 1" = 100' HORIZ. 1" = 10' VERT.  
INDEX MAP 1" = 5280'  
GENERAL LAYOUT 1" = 500'

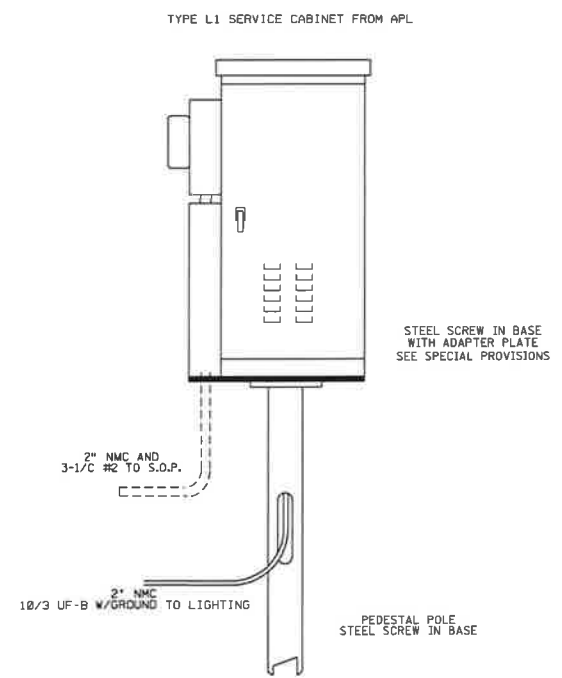
PLAN REVISIONS		
DATE	SHEET NO.	APPROVER

USER NAME: s860USERNAME.gds  
PATH & FILENAME: MKD099S20603INTrafficLightingS206 1.dgn  
PLOTTED/REVISED: 9 JUN 2020

EXACT LOCATION OF POLES SHALL BE STAKED BY MNDOT TRAFFIC PERSONNEL.  
USE THE MAXIMUM DISTANCE WHENEVER POSSIBLE.  
LIGHT FOUNDATIONS SHALL BE PLACED IN ACCORDANCE WITH 2545.3F2.  
DISTANCES SHALL BE MEASURED FROM THE EDGE OF DRIVING LANE OR TURN LANE,



TYPICAL PLACEMENT OF ALUMINUM LIGHTING UNIT TYPE 9-40

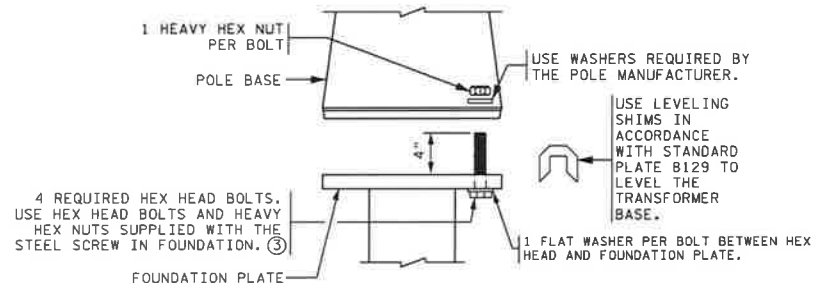
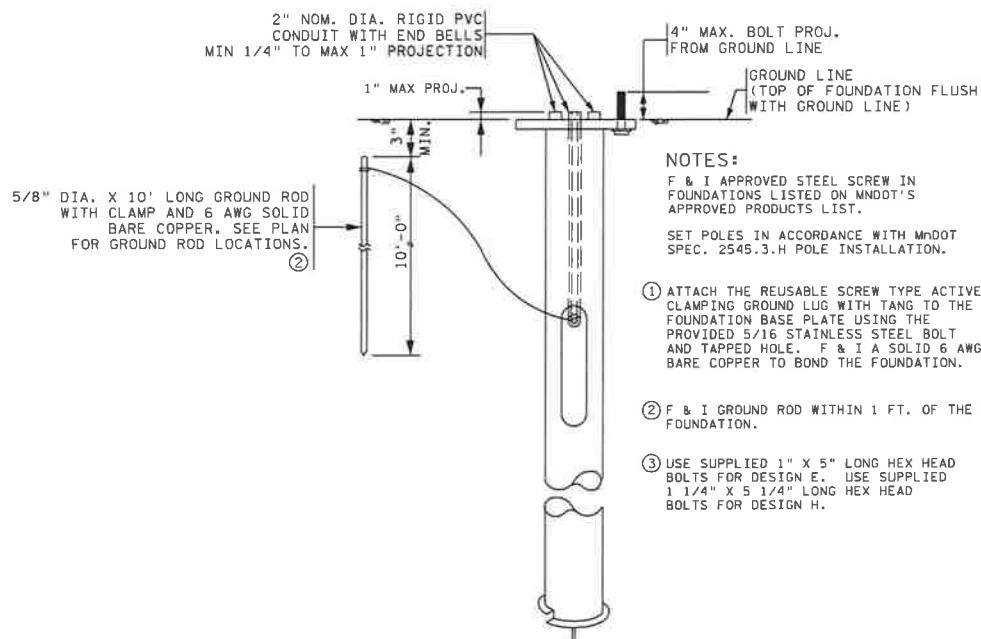
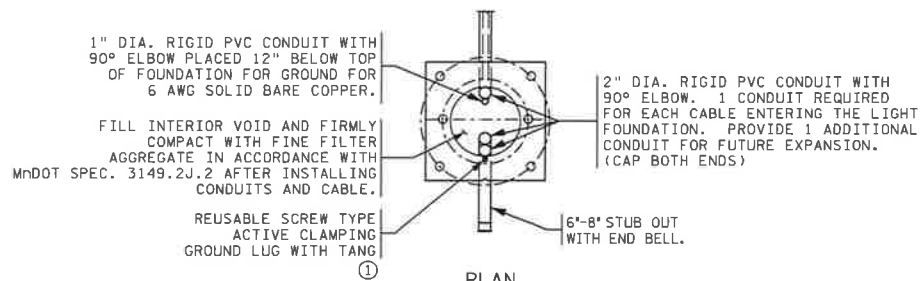


TYPE L1 SERVICE CABINET FOUNDATION DETAIL

90% PLAN - FOR REVIEW ONLY  
CERTIFIED BY: [Signature] LICENSED PROFESSIONAL ENGINEER  
LIC NO. [Blank] DATE [Blank]

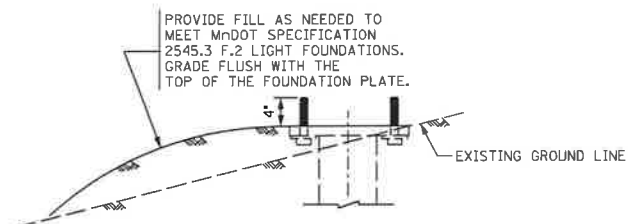
LIGHTING DETAIL  
STATE PROJ. NO. 5206-31 (TH 99 ) SHEET NO. L1 OF L4 SHEETS

LIGHTING MAINTENANCE AGREEMENT 1044568  
EXHIBIT A  
SHEET 2 OF 5



### SINGLE NUT ANCHOR ROD CONNECTION

STEEL SCREW IN LIGHT FOUNDATION DESIGN E



### GRADING ON ROADSIDE SLOPE DETAIL

CERTIFIED BY **90% PLAN - FOR REVIEW ONLY**  
 LICENSED PROFESSIONAL ENGINEER LIC NO. DA  
 MICHAEL S. OLIVICH






## LIGHTING FOUNDATION DETAILS

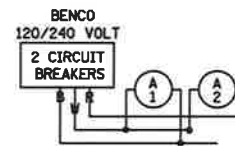
STATE PROJ. NO. 5206-31 (TH 99 ) SHEET NO. L2 OF L4 SHEETS

LIGHTING MAINTENANCE AGREEMENT 1044568  
EXHIBIT A  
SHEET 3 OF 5

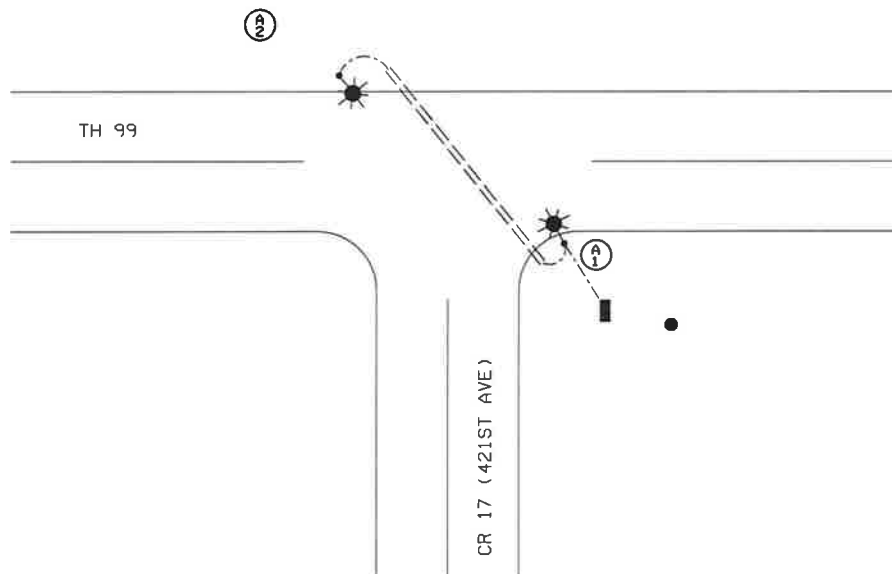


### LEGEND

- |   |   |
|---|---|
|  | LIGHTING CABINET TYPE L1                        |
|  | ALUMINUM LIGHTING UNIT 9-40 BREAKAWAY           |
|  | 2" NMC WITH 10/3 UF-B W/GROUND                  |
|  | DIRECTIONAL BORE 2" NMC WITH 10/3 UF-B W/GROUND |
|  | PERMANANT GROUND ROD                            |



B AND R DENOTE CURRENT CARRYING CONDUCTORS  
W DENOTES NEUTRAL CONDUCTOR



## LIGHTING SYSTEM A

CERTIFIED BY **90% PLAN - FOR REVIEW ONLY**  
 LICENSED PROFESSIONAL ENGINEER LIC. NO. **NICKLAUS DILLRICH**

LIGHTING SYTEM 'A' - TH 99 AND CR 17 (421 AVE)

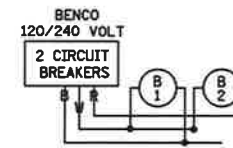
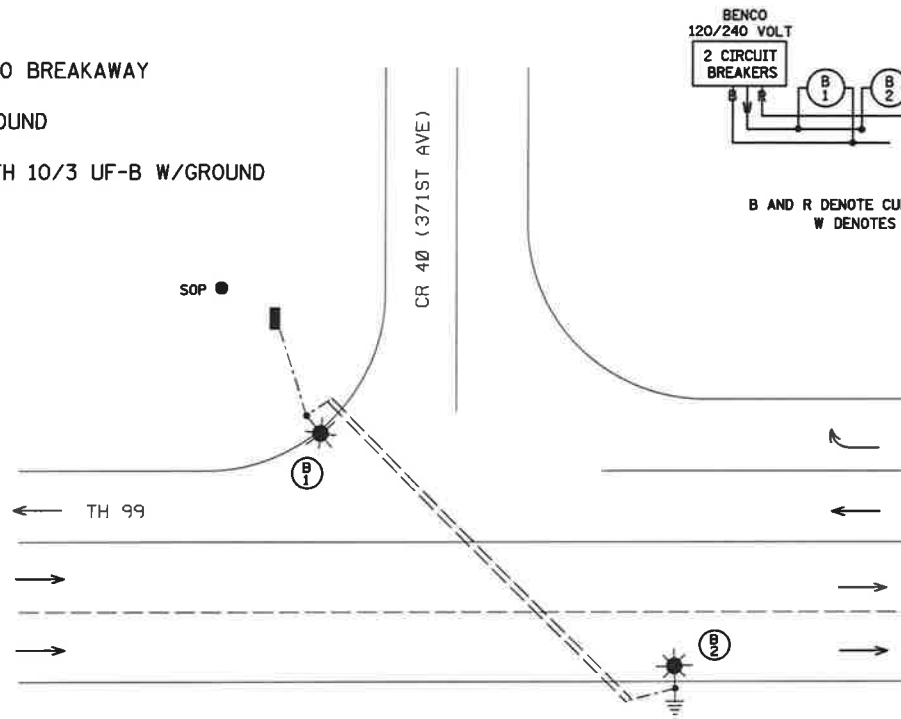
STATE PROJ. NO. 5206-31 (TH 99 ) SHEET NO. L3 OF L4 SHEETS

LIGHTING MAINTENANCE AGREEMENT 1044568  
EXHIBIT A  
SHEET 4 OF 5

USER NAME: s40user@nuances.com  
PATH & FILENAME: Project\001 - 5206\01 - TH 99 and CR 40\Lighting\5206\_1.dgn  
PLOTTED/REVISED: 9-JUN-2020

# LEGEND

- LIGHTING CABINET TYPE L1
- ☼ ALUMINUM LIGHTING UNIT 9-40 BREAKAWAY
- - - 2" NMC WITH 10/3 UF-B W/GROUND
- == DIRECTIONAL BORE 2" NMC WITH 10/3 UF-B W/GROUND
- ⏏ PERMANANT GROUND ROD



B AND R DENOTE CURRENT CARRYING CONDUCTORS  
W DENOTES NEUTRAL CONDUCTOR



## LIGHTING SYSTEM B

CERTIFIED BY 90% PLAN - FOR REVIEW ONLY  
LICENSED PROFESSIONAL ENGINEER  
NICKEL, ALP, ON A 10/1/2020

LIGHTING SYSTEM "B" - TH 99 AND CR 40 (371 AVE)  
STATE PROJ. NO. 5206-31 (TH 99 ) SHEET NO. L4 OF L4 SHEETS

LIGHTING MAINTENANCE AGREEMENT 1044568  
EXHIBIT A  
SHEET 5 OF 5

## NICOLLET COUNTY

### RESOLUTION

IT IS RESOLVED that Nicollet County enter into MnDOT Agreement No. 1044568 with the State of Minnesota, Department of Transportation for the following purposes:

To provide ownership, operation, and maintenance of Lighting Systems on Trunk Highway (T.H.) No. 99 at County State Aid Highway No. 17 and No. 40. The contract construction is to be performed under State Project No. 5206-31 (T.H. 99).

IT IS FURTHER RESOLVED that the \_\_\_\_\_ **Board Chair**  
(Title)

And the \_\_\_\_\_ **County Administrator**  
(Title)

are authorized to execute the Agreement and any amendments to the Agreement.

### CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Board of Commissioners of Nicollet County at an authorized meeting held on the 25th day of August, 2020, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 2020

Notary Public \_\_\_\_\_

My Commission Expires \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
**Ryan Krosch**  
(Type or Print Name)

\_\_\_\_\_  
**County Administrator**  
(Title)

Nicollet County Board of Commissioners  
Board Meeting Agenda Item



<b>Agenda Item:</b>		
Resolution Supporting the Southern MN RTCC to apply for Phase 2 Funding		
Primary Originating Division/Dept.: Administrator	Meeting Date: 8/25/2020	
Contact: Ryan Krosch                      Title: Administrator	Item Type: Regular Agenda (Select One)	
Amount of Time Requested 5              minutes		
Presenter:                                      Title:	Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No	
County Strategy: Programs and Services - deliver value-added quality services (Select One)		
<b>BACKGROUND/JUSTIFICATION:</b> <p>At the August Board Workshop SRF Consulting gave a presentation on the Regional Transportation Coordinating Council (RTCC) in southern Minnesota. The Mankato/North Mankato Area Planning Organization (MAPO) has hired SRF to complete a planning process to implement a RTCC in partnership with the Minnesota Department of Transportation. The RTCC will include representatives from transportation and human services providers as well as other social service organizations and agencies from across the eight-county south-central Minnesota region, comprised by Blue Earth, Brown, Faribault, Le Sueur, Martin, Nicollet, Waseca, and Watonwan counties. The purpose of the RTCC is to coordinate the provision of transportation services throughout this region.</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 type="radio"/> Yes <input checked="" type="radio"/> No		
If "yes", when? (provide year; mm/dd/yy if known)		
Approved by County Attorney's Office: <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A		
<b>ACTION REQUESTED:</b>		
Approve a Resolution Supporting the Southern MN RTCC to apply for Phase 2 Funding		
<b>FISCAL IMPACT:</b> No fiscal impact (Select One)    - If "Other", specify	<b>FUNDING</b> County Dollars =  Grant (Select One)	
<b>FTE IMPACT:</b> Decrease FTE (Select One) If "Increase or "Decrease" specify:  Related Financial/FTE Comments:	<b>Total</b>	



**RESOLUTION SUPPORTING THE SOUTHERN MINNESOTA  
RTCC TO APPLY FOR PHASE 2 IMPLEMENTATION FUNDING**



**WHEREAS;** the Minnesota Department of Transportation (MnDOT) Office of Transit and Active Transportation and the Minnesota Council On Access (MCOTA) seek to formalize and increase coordination between transportation providers that will result in better connections between providers, identification and elimination of transportation service gaps, identification and elimination of system redundancies, and development of a more efficient system of transportation, and easier customer access to providers that meet their travel needs; and

**WHEREAS;** MnDOT is providing the financial and technical support for the creation of a statewide network of Regional Transportation Coordination Councils (RTCCs) throughout Greater Minnesota to meet those goals; and

**WHEREAS;** the Mankato/North Mankato Area planning Organization (MAPO) administered an RTCC Phase 1 planning grant and led the coordination of transportation stakeholders in South-Central Minnesota to create an Operational Implementation Plan for the Southern Minnesota RTCC; and

**WHEREAS;** Nicollet County is a transportation stakeholder in South-Central Minnesota that seeks to ensure an efficient and cost-effective transportation system that improves the mobility of “transportation-disadvantaged” individuals, such as older adults, individuals with disabilities, individuals with low incomes, and/or military veterans; and

**WHEREAS;** Nicollet County understands that the RTCC Phase 2 implementation effort will include (but not necessarily be limited to):

- Organizing the RTCC membership, board, and staff to implement the RTCC Work Plan tasks
- Implementing Work Plan tasks such as coordinating transportation services and resources; providing communication, training, and organizational support; and implementing mobility strategies.
- Working towards statewide coordination emphasis areas such as a Transportation Management Coordination Center (TMCC) and volunteer driver programs

**NOW, THEREFORE, BE IT RESOLVED** that Nicollet County supports the Southern Minnesota RTCC to apply for Phase 2 implementation funding from MnDOT; and

**BE IT RESOLVED FURTHER** that Nicollet County commits to working in good faith with the Southern Minnesota RTCC and other regional transportation stakeholders through the RTCC Phase 2 implementation effort, which will include providing staff time to assist the RTCC board and staff with input and feedback at critical decision-making stages.

Dated this 25th day of August, 2020.

\_\_\_\_\_  
John Luepke, Chair  
Nicollet County Board of Commissioners

ATTEST:

\_\_\_\_\_  
Ryan Krosch  
County Administrator and Clerk to the Board



# Nicollet County Board of Commissioners Board Meeting Agenda Item



<b>Agenda Item:</b>		
Resolution Appointing the Nicollet County Recorder and Register of Titles		
Primary Originating Division/Dept.: Administrator	Meeting Date: 8/25/2020	
Contact: Ryan Krosch                      Title: Administrator	Item Type: Regular Agenda (Select One)	
Amount of Time Requested 5              minutes		
Presenter:                                      Title:	Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No	
County Strategy: Programs and Services - deliver value-added quality services (Select One)		
<b>BACKGROUND/JUSTIFICATION:</b> <p>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 July 14 making the office of County Recorder and Registrar of Titles appointed. Under MS 375A.1205 a petition may be filed within 30 days of adoption of this resolution rescinding the Board's action. No petition was filed.</p> <p>MS 375A.1205 also states that "duties of an elected official required by statute whose office is made appointive must be discharged by the county board of commissioners acting through a department head appointed by the board for that purpose. Reorganization, reallocation, delegation, or other administrative change or transfer does not diminish, prohibit, or avoid the discharge of duties required by statute".</p> <p>The attached resolution merges the duties of county recorder and registrar of titles into the Property &amp; Public Services Department and appoints Property &amp; Public Services Director Mandy Landkamer as the Nicollet County Recorder &amp; Registrar of Titles. <span style="float: right;">+</span></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 type="radio"/> Yes <input checked="" type="radio"/> No		
If "yes", when? (provide year; mm/dd/yy if known)		
Approved by County Attorney's Office: <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A		
<b>ACTION REQUESTED:</b>		
Approve the Resolution Appointing the Nicollet County Recorder and Register of Titles		
<b>FISCAL IMPACT:</b> Other (Select One) If "Other", specify	<b>FUNDING</b> County Dollars =  Grant (Select One)	
<b>FTE IMPACT:</b> Decrease FTE (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:	<b>Total</b>	



## RESOLUTION APPOINTING THE NICOLLET COUNTY RECORDER AND REGISTRAR OF TITLES



**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 approved a resolution on July 14, 2020 making the county recorder and registrar of titles an appointed position; and

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

**WHEREAS**, Minnesota Statute 375A.1205 states the duties of an elected official required by statute whose office is made appointive must be discharged by the county board of commissioners acting through a department head appointed by the board for that purpose. Reorganization, reallocation, delegation, or other administrative change or transfer does not diminish, prohibit, or avoid the discharge of duties required by statute.

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

**BE IT FURTHER RESOLVED**, the statutory duties of the county recorder and registrar of titles shall be carried out and reorganized into the Nicollet County Property and Public Services Department.

Dated this 25th day of August, 2020.

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John Luepke, Chair  
Nicollet County Board of Commissioners

ATTEST:

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Ryan Krosch  
County Administrator and Clerk to the Board

Nicollet County Board of Commissioners  
Board Meeting Agenda Item



<b>Agenda Item:</b>		
Nicollet County CARES Business Assistance Grant Program		
Primary Originating Division/Dept.: Administrator	Meeting Date: 8/25/2020	
Contact: Ryan Krosch                      Title: Administrator	Item Type: Regular Agenda (Select One)	
Amount of Time Requested 10            minutes		
Presenter:                                      Title:	Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No	
County Strategy: Financial Security - prudent use of taxpayer resources (Select One)		
<b>BACKGROUND/JUSTIFICATION:</b> <p>Nicollet County received over \$4.1million of Federal CARES Act funds to assist with the costs associated with responding to the COVID-19 pandemic. Business assistance grants are eligible expenditures of the Federal CARES Act funds under the US Treasury guidance. A business assistance program that provides grant assistance to eligible for-profit and non-profit businesses in Nicollet County that can demonstrate being financially impacted by the Covid-19 pandemic will be handed out at the meeting.</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 type="radio"/> Yes <input checked="" type="radio"/> No		
If "yes", when? (provide year; mm/dd/yy if known)		
Approved by County Attorney's Office: <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A		
<b>ACTION REQUESTED:</b> Adopt the Resolution Approving the Nicollet County CARES Business Assistance Grant Program		
<b>FISCAL IMPACT:</b> Other (Select One) If "Other", specify	<b>FUNDING</b> County Dollars = Federal                      \$1 million (Select One)	
<b>FTE IMPACT:</b> No FTE change (Select One) If "Increase or "Decrease" specify:	<b>Total</b> \$1 million	
Related Financial/FTE Comments:		



**RESOLUTION APPROVING NICOLLET COUNTY'S  
CARES ACT BUSINESS  
ASSISTANCE GRANT PROGRAM**



**WHEREAS**, The Coronavirus Aid, Relief, and Economic Security (CARES) Act was passed by Congress and signed into law by President Trump on March 27th, 2020; and

**WHEREAS**, this over \$2 trillion economic relief package was established to provide economic and public health assistance to the American people impacted by the coronavirus (COVID-19) pandemic; and

**WHEREAS**, through the Coronavirus Relief Fund, the CARES Act provides \$150 billion of financial assistance for state, local and tribal governments who are navigating the impact of the COVID-19 pandemic; and

**WHEREAS**, The CARES Act requires that the payments from the Coronavirus Relief Fund only be used to cover expenses that—

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the state or government; and
3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020 (December 1, 2020 for Minnesota); and

**WHEREAS**, Nicollet County received \$4,146,361 of CARES Act funds; and

**WHEREAS**, on August 11, 2020 Nicollet County approved a CARES Act Funding Plan and Budget in accordance with guidance provided by the US Department of Treasury and Minnesota Office of Management and Budget; and

**WHEREAS**, US Treasury Guidance dated June 30, 2020 states that CARES Act Funds may be used for expenses associated with the provision of economic support in connection with the COVID-19 public health emergency including expenditures related to the provision of grants to small businesses; and

**WHEREAS**, US Treasury Coronavirus Relief Fund Frequently Asked Questions (FAQ) dated August 10, 2020 states Cares Act funds may be used to reimburse small business for costs caused by business interruption due to a required closure or stay at home order; and

**WHEREAS**, said FAQ further states that CARES Act funds may be used for economic support in the absence of a stay at home order if such expenditures are determined by the government to be necessary in response to the public health emergency; and

**WHEREAS**, Nicollet County businesses have experienced mandatory and voluntary business disruptions and less revenue due the public health emergency.

**NOW, THEREFORE, BE IT RESOLVED**, that the Nicollet County Board of Commissioners approves the attached Nicollet County CARES Act Funding program (Program):

- Nicollet County CARES Act Business Assistance Grant Program

**BE IT FURTHER RESOLVED**, general administrative and policy changes may be made to this Program by the Nicollet County Finance Director or Nicollet County Administrator without Nicollet County Board approval as guidance, need and circumstances change.

**BE IT FURTHER RESOLVED**, after consultation with the Nicollet County Finance Director and the County's Program consultant, the Nicollet County Administrator is authorized to approve the final list of grant award recipients for this Program.

**BE IT FURTHER RESOLVED**, the Nicolet County Board of Commissioners has determined that expenditures for these Programs:

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. were not accounted for in the County budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act); and
3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020 (December 1, 2020 for Minnesota).

Approved by the Board of Commissioners of Nicollet County, Minnesota this 25th day of August, 2020.

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John Luepke, Nicollet County Board Chair

Attest:

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Ryan Krosch, County Administrator  
Clerk to the County Board

OFFICIAL PROCEEDINGS OF THE  
NICOLLET COUNTY DRAINAGE AUTHORITY  
August 11, 2020

The Nicollet County Drainage Authority met in regular session on Tuesday, August 11, 2020 at 9:47 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 Kemp and seconded by Commissioner Dranttel to approve the consent agenda items as follows: approval of the July 28, 2020 Drainage Authority minutes and Ditch Repair Reports 20-020 through 20-023. Motion carried with all voting in favor.

Motion by Commissioner Kemp and seconded by Commissioner Kolars to adjourn the meeting. The meeting adjourned at 9:47 a.m.

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JOHN LUEPKE, CHAIR  
BOARD OF COMMISSIONERS

ATTEST:

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RYAN KROSCH  
CLERK TO THE BOARD



Nicollet County Drainage  
Authority Meeting  
Agenda Item



<b>Agenda Item:</b> Set Hearing Date for Ditch Cleanings		
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: 08/25/2020  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>		
<b>BACKGROUND/JUSTIFICATION:</b> Nathan Henry has received a request to clean CD30A. Since this cleanings would be over our threshold for repairs, I would like to set the date for a public hearing for September 8, 2020 at 10:00 am.		
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		
<b>ACTION REQUESTED:</b> Approval to set public hearing for September 8, 2020 at 10:00am		
<b>FISCAL IMPACT:</b> Other <small>(Select One)</small>  If "Other", specify   <b>FTE IMPACT:</b> No FTE change <small>(Select One)</small> If "Increase or "Decrease" specify:  Related Financial/FTE Comments:	<b>FUNDING</b> Drainage Authority Dollars =  <b>Grant</b> <small>(Select One)</small>  <b>Total</b>	

Nicollet County Drainage  
Authority Meeting  
Agenda Item



**Agenda Item:**

Public Hearing for Ditch Cleanings on CD16A, CD24A and CD48A

Primary Originating Division/Dept.: Public Services

Meeting Date: 08/25/2020

Contact: Jaci Kopet

Title: Public Services Manager

Item Type: Regular Agenda  
(Select One)

Amount of Time Requested 15 minutes

Presenter: Jaci/Nate

Title: Public Services/Inspector

Attachments: ☒ Yes ☐ No

County Strategy:  
(Select One)

Facilities and Space - preserve, maintain and build our assets

**BACKGROUND/JUSTIFICATION:**

Attached are the petitions and maps of the areas that are proposed to be cleaned for CD 16A, CD424A, and CD48A.

The public hearing will take place at 10:30 am to hear any concerns from land owners on the ditch systems

Supporting Documents: ☒ Attached ☐ In Signature Folder ☐ None

Prior Drainage Authority Action Taken on this Item: ☐ Yes ☒ No

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

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

**ACTION REQUESTED:**

Cleaning approvals

**FISCAL IMPACT:** Other  
(Select One)

If "Other", specify

**FUNDING**

Drainage Authority Dollars =

Grant

(Select One)

**FTE IMPACT:** No FTE change  
(Select One)

If "Increase or "Decrease" specify:

**Total**

Related Financial/FTE Comments:



Date: 6-30-2020

**Repair Request**

**TO: Nicollet County Board of Commissioners**

The undersigned represent and state:

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

Ditch No. CD 16A

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

Clean open ditch as shown on attached map

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

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

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

[Signature]

I hereby recommend to the Nicollet County Board of Commissioners that A Ditch  
needing be set.

Date: 7-27-2020

Signed: [Signature]

Nicollet County Ditch Inspector

Approved for Repairs by Nicollet County Drainage Authority:

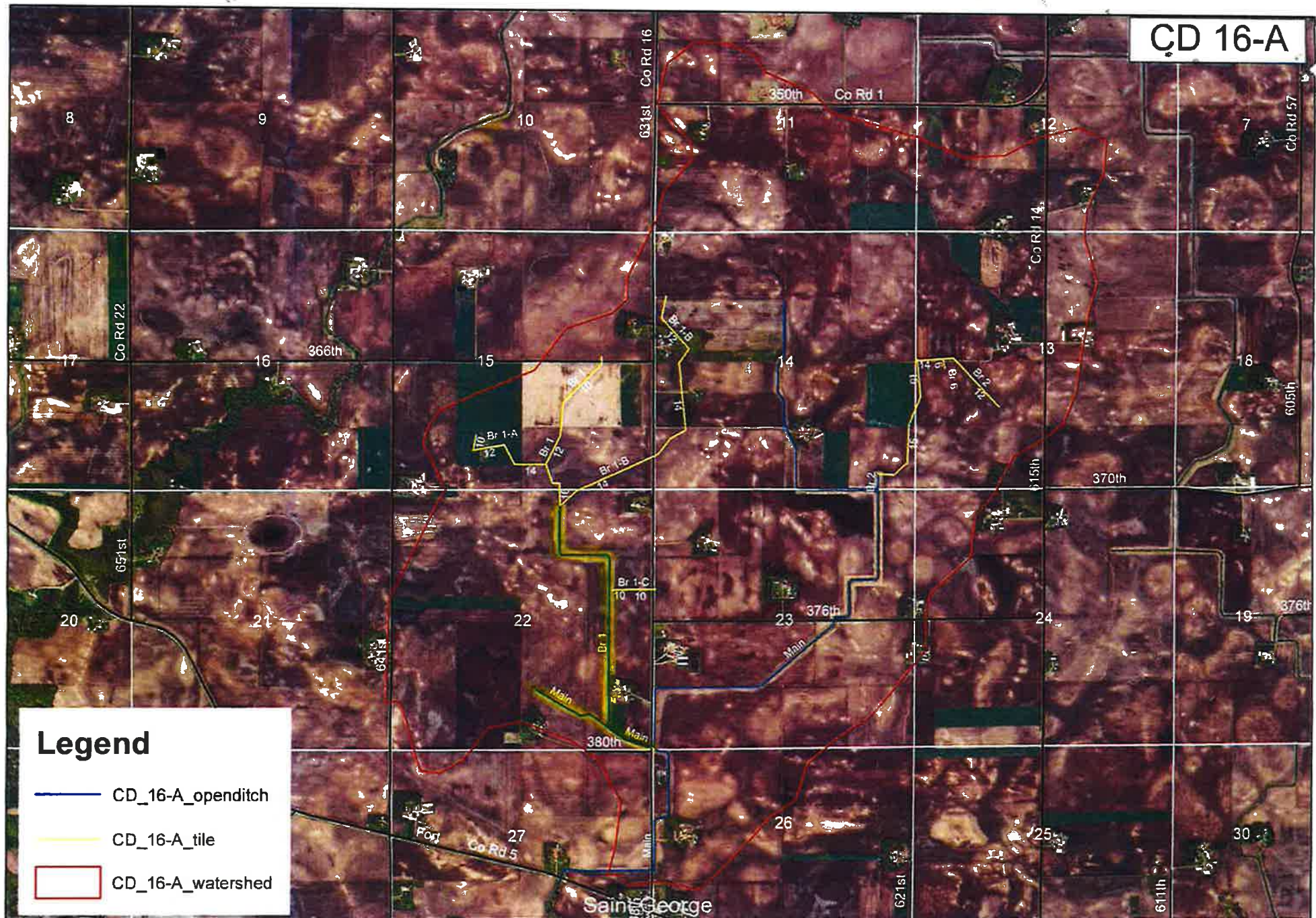
Date \_\_\_\_\_

Signed Authority Chair \_\_\_\_\_

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



CD 16-A



## Legend

- CD\_16-A\_openditch
- CD\_16-A\_tile
- CD\_16-A\_watershed



0 0.225 0.45 0.9 Miles

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

**Nicollet County**  
Minnesota

Author: Nathan A. Henry  
Date: 1/17/2014





Date: 4-2-2020

**Repair Request**

**TO: Nicollet County Board of Commissioners**

The undersigned represent and state:

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

Ditch No. CD 24A.

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

Clean the open ditch as indicated on attached map.

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

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

X Steven R Barnett

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

Date: 7-27-2020

Signed: [Signature]

Nicollet County Ditch Inspector

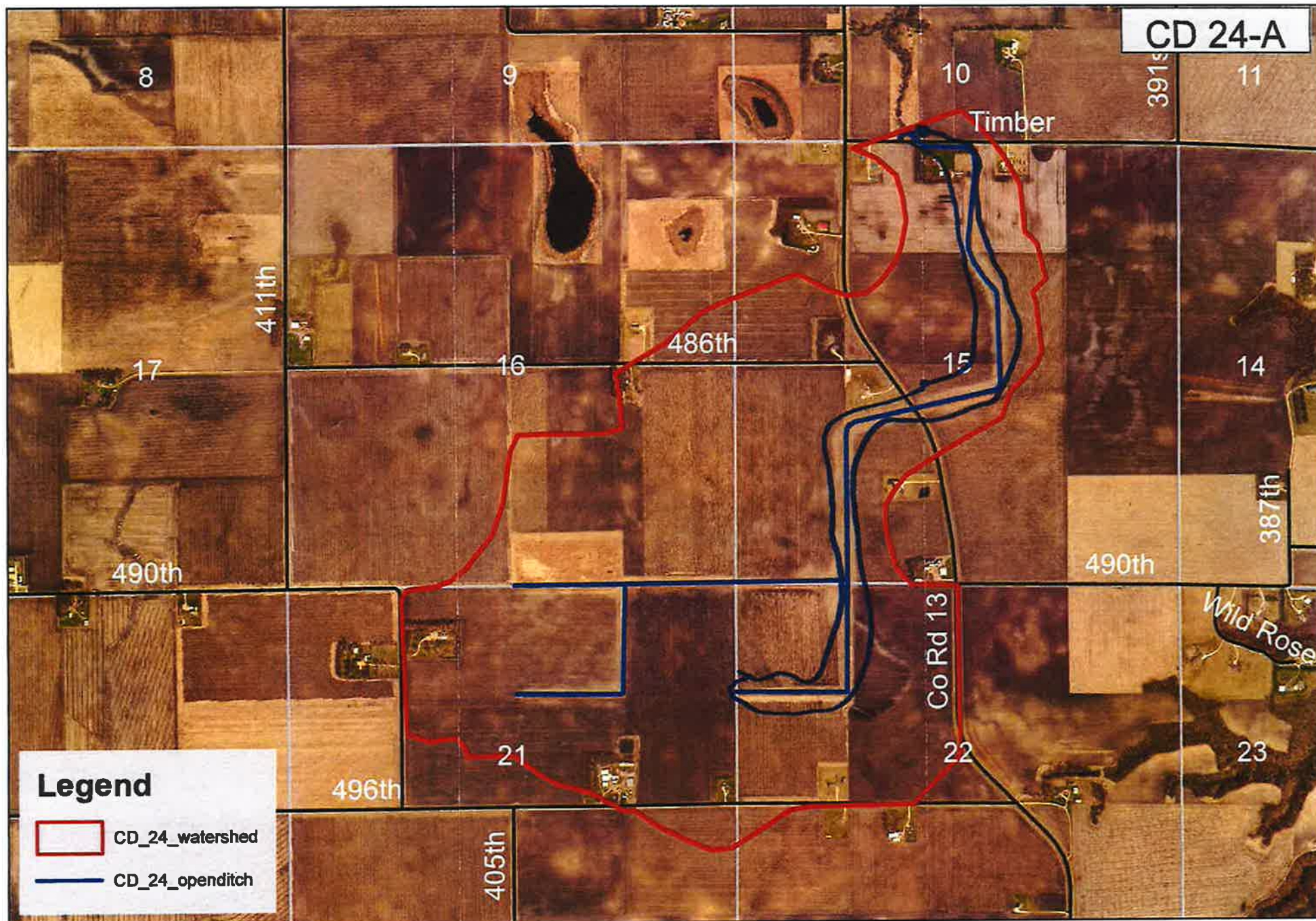
Approved for Repairs by Nicollet County Drainage Authority:

Date \_\_\_\_\_



Signed Authority Chair \_\_\_\_\_

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

CD 24-A



### Legend

-  CD\_24\_watershed
-  CD\_24\_openditch



0 0.125 0.25 0.5 Miles

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

 Nicollet County  
Minnesota

Author: Nathan A. Henry  
Date: 6/5/2017





Date: 7-16-2020

**Repair Request**

**TO: Nicollet County Board of Commissioners**

The undersigned represent and state:

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

Ditch No. CD48 A.

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

Clean the open ditch as shown on the  
attached map.

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

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

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

X Eugene Dorn  
Steven Havemeier  
POA for Darlene Havemeier  
Wayne Hunsicker  
H. Treasler

Jimmy Haggis  
Dana A. Roberts  
Larry Weidling  
John Fedorick

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

Date: 7-27-2020

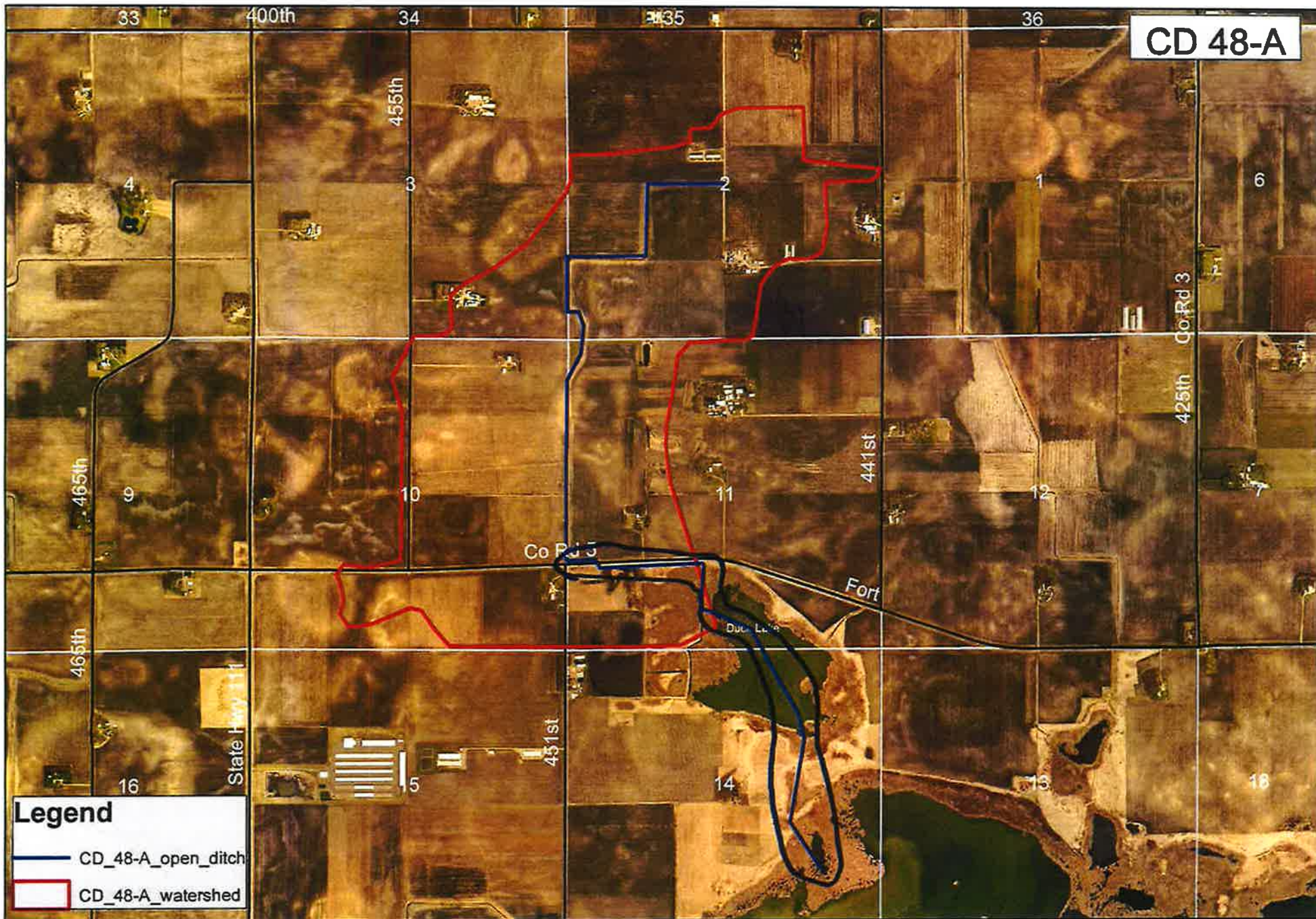
Signed: Nathan Dorn  
Nicollet County Ditch Inspector

Approved for Repairs by Nicollet County Drainage Authority:

Date \_\_\_\_\_ Signed Authority Chair \_\_\_\_\_

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





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 Nicollet County Public Works - Ditch Department is not responsible for any inaccuracies herein contained.  
 If discrepancies are found please contact Nicollet County Public Works Dept. at 507 931-1760

**Nicollet County**  
 Minnesota

Author: Nathan A. Henry  
 Date: 6/24/2020

Nicollet County Drainage  
Authority Meeting  
Agenda Item



<b>Agenda Item:</b> 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: 08/25/2020  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>						
<b>BACKGROUND/JUSTIFICATION:</b> Pursuant to Minn. Stat. § 13D.05, subd. 3(b), a closed meeting of the Nicollet County Drainage Authority is needed to discuss potential 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						
<b>ACTION REQUESTED:</b>						
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top; border: none;"> <b>FISCAL IMPACT:</b> Other  <small>(Select One)</small>             If "Other", specify         </td> <td style="width: 50%; vertical-align: top; border: none;"> <b>FUNDING</b>            Drainage Authority Dollars =             Other  <small>(Select One)</small> </td> </tr> <tr> <td style="vertical-align: top; border: none;"> <b>FTE IMPACT:</b> No FTE change  <small>(Select One)</small>            If "Increase or "Decrease" specify:             Related Financial/FTE Comments:         </td> <td style="vertical-align: top; border: none;"> <b>Total</b> </td> </tr> </table>			<b>FISCAL IMPACT:</b> Other <small>(Select One)</small>  If "Other", specify	<b>FUNDING</b> Drainage Authority Dollars =  Other <small>(Select One)</small>	<b>FTE IMPACT:</b> No FTE change <small>(Select One)</small> If "Increase or "Decrease" specify:  Related Financial/FTE Comments:	<b>Total</b>
<b>FISCAL IMPACT:</b> Other <small>(Select One)</small>  If "Other", specify	<b>FUNDING</b> Drainage Authority Dollars =  Other <small>(Select One)</small>					
<b>FTE IMPACT:</b> No FTE change <small>(Select One)</small> If "Increase or "Decrease" specify:  Related Financial/FTE Comments:	<b>Total</b>					